

DECLARATION OF THE VILLAS AT FALLS RUN CONDOMINIUM

Pursuant to the provisions of Chapter 4.2, Title 55 of the Code of Virginia, as amended ("The Condominium Act"), DEL WEBB COMMUNITIES OF VIRGINIA, INC., a Virginia corporation, its successors and assigns (the "Declarant"), the fee simple owner of the land located In Stafford County, Virginia which is more particularly described In Exhibit "A" attached hereto and made a part hereof by reference ("Submitted Land"), hereby submits the Submitted-Land together with all improvements, easements, rights and appurtenances thereunto belonging (the "Condominium Property") to the provisions of The Condominium Act and hereby creates an Expandable Condominium.

Each Owner of a Unit in the Condominium will own its Unit in fee simple absolute and, in addition, will own an undivided fee simple interest in the Common Elements as a tenant in common with the other Unit Owners.

I. DEFINED TERMS: Except as otherwise defined herein or in the other Condominium Instruments, all capitalized terms used in the Condominium instruments shall have the meanings specified in Section 55-79.41 of The Condominium Act.

II. NAME OF CONDOMINIUM: The condominium established hereby shall be known as THE VILLAS AT FALLS RUN CONDOMINIUM (the "Condominium").

III. LOCATION OF BUILDINGS AND UNITS: The locations and dimensions of the buildings on the Submitted Land are shown on the "Plat" attached as Exhibit "D" hereto and made a part hereof by reference. The location of the Units within the aforesaid buildings are shown on the "Plans" attached as Exhibit "E"* hereto and made a part hereof by reference.

IV. UNIT BOUNDARIES:

A. The boundaries of each Unit are as follows:

1. Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Units are the following-boundaries extended to their respective intersections with the vertical (perimetric) boundaries:

(a) Upper Boundary: the horizontal or inclined plane or planes of the top surface of the wallboard of the upper level ceiling.

(b) Lower Boundary: the horizontal plane of the bottom surface of the concrete subfloor (slab) of the lowest level of the Unit (to include the concrete subfloor and all finished flooring materials within the Unit).

2. Vertical (perimetric) Boundaries: The vertical boundaries of the Unit are the vertical planes which include the back surface of the wallboard of all walls bounding the Unit extended to their respective intersections with each other and with the upper and lower boundaries.

3. Apparatus: The Unit includes the heating and air-conditioning apparatus serving only that Unit (whether or not located within the Unit boundaries). Notwithstanding the Unit boundaries, any portion of a utility system or other apparatus which serves more than one Unit (e.g. pipes, conduits, ducts) and which is located partially within and partially outside of the Unit is part of the Common Elements. Any portion of a utility system which serves only one Unit but which is located outside of the Unit is a Limited Common Element appurtenant to that Unit. Driveways, trim and other appurtenances on the exterior of the Unit are Limited Common Elements.

B. Maintenance Responsibilities: Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the provisions of the Bylaws, attached hereto and made a part hereof as Exhibit "C", shall govern the division of maintenance and repair responsibilities between the Unit Owner and the Unit Owners Association (as defined in Section XIX hereof).

V. COMMON ELEMENTS: The Common Elements of the Condominium shall include all portions of the Condominium other than the Units. Pursuant to Section 55-79.55 of The Condominium Act, each Unit in the Condominium has been allocated an equal undivided interest in the Common Elements of the Condominium ("Common Element Interest"). Attached as Exhibit "B" hereto and made a part hereof by reference is a schedule listing each Unit in Phase I by its identifying number and respective share of Common Element Interest. The fire sprinkler system shall be a Common Element.

VI. LIMITED COMMON ELEMENTS: Limited Common Elements, if any, shall be those specified in Section 55-79.50(e) of The Condominium Act, those marked and identified on the Plans attached hereto as Exhibit "E", those marked and identified on the Plans attached to each Amendment to the Declaration subsequently recorded and those created in accordance with Section 55-79.57 of the Condominium Act. Ownership of a Unit shall entitle the Owner thereof to the exclusive use and enjoyment of any Limited Common Element or Limited Common Elements attached or otherwise appurtenant thereto. Driveways adjoining parking garages shall be Limited Common Elements appurtenant to the Units which they adjoin and, depicted on the plans attached as Exhibit "E" to this Declaration or attached as an Exhibit to any subsequent Amendment to the Declaration.

VII: ASSIGNMENT OF LIMITED COMMON ELEMENTS BY DECLARANT:

The Declarant reserves the right to assign any Common Element and additionally, any Limited Common Element identified on Exhibit "E" hereto or identified on any Exhibit attached to an Amendment to the Declaration for the exclusive use of a specific Unit Owner in accordance with the provisions of Section 55-79.57 of The

Condominium Act, by recording among the land records of Stafford County, Virginia an appropriate amendment to this Declaration or to the Plans.

VIII: ASSIGNMENT OF LIMITED COMMON ELEMENTS BY ASSOCIATION:

The Board of Directors of the Unit Owners Association (the "Board of Directors") shall have the power in its discretion to designate from time to time any portion of the Common Elements and additionally, any Limited Common Element identified on Exhibit "E" hereto or identified on any Exhibit attached to an Amendment to the Declaration (not designated by Declarant pursuant to Article VII herein) as Limited Common Elements in accordance with the provisions of Section 55-79.57 of The Condominium Act, by recording among the land records of Stafford County, Virginia, an appropriate amendment to this Declaration or to the Plans.

IX. DESIGNATION OF RESERVED COMMON ELEMENTS: The Board of Directors of the Unit Owners' Association (the "Board of Directors") shall have the power in its discretion to: (i) designate from time to time any portion of the Common Elements (not designated by Declarant pursuant to Article VII or by the Board of Directors pursuant to Article VIII herein) as "Reserved Common Elements;" (ii) grant reserved rights therein to the Unit Owners Association and to any one or fewer than all of the Unit Owners; and (iii) establish a reasonable charge to such Unit Owner(s) for the use and maintenance thereof. Such designation by the Board of Directors shall not be construed as a sale or disposition of the Common Elements.

X. OPTION TO EXPAND CONDOMINIUM: Declarant hereby expressly reserves unto itself and its successors and assigns the option and right to expand this Condominium in accordance with to Section 55-79.63 of The Condominium Act and the provisions of this Article IX.

A. Expansion of the Condominium shall be at the sole option of the Declarant and shall not require the consent of any Unit Owner or Mortgagee (as defined in the Bylaws).

B. This option to expand the Condominium project shall expire seven (7) years after the date of recordation of this Declaration if not sooner exercised; however, the Declarant may, at any time prior to the expiration of such period, terminate its option to expand the Condominium by recording among the land records of Stafford County, Virginia an executed and notarized document terminating this option.

C. The metes and bounds of that property which may be added to this Condominium is set forth in Exhibit "A-1" attached and made a part hereof by reference and hereinafter referred to as "**Additional Land**".

D. The Declarant expressly reserves the right to add any or all portions of the Additional Land to the Condominium at any time, at different times, in any order, without limitation; provided however, that the Additional Land shall not exceed the total area of all of that parcel described in Exhibit "A-1" except for non-material minor boundary adjustments to said parcel. Both the Submitted

Land and Additional Land are graphically depicted on Exhibit "D" to this Declaration.

E. At such time as the Condominium is expanded, the maximum number of

Units on the Additional Land will not exceed one hundred ninety-six (196) Units and the maximum number of Units in the Condominium, as a whole, will not exceed two hundred (200) Units.

F. The Declarant expressly reserves the right to create Common Elements upon the Additional Land which may be subsequently assigned as Limited Common Elements. The Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Limited Common Elements.

G. The Declarant makes no assurances as to the location on the Additional Land of buildings in which Units will be located.

H. All Units to be created on any portion of the Additional Land shall, except for model Units or administrative offices of the Declarant, be restricted exclusively to residential use.

I. The Declarant reserves the right but not the obligation to construct recreational facilities, administrative offices, and other such ancillary facilities on such portion or portions of the Additional Land as it deems necessary, but the Declarant makes no assurances that such improvements will be compatible in quality, materials and style with the improvements on the Submitted Land.

J. The Units to be created in the improvements on the Additional Land will be reasonably compatible in quality of construction with the improvements on the Submitted Land but need not be the same materials or style. It is intended the Unit types depicted on Exhibit "E" hereto shall be created in the improvements on the Additional Land, but no assurances as to Unit type or of the other improvements can be given, provided, however, no Unit will be constructed on the Additional Land that has not been approved by the applicable governing authorities.

K. Each Unit created on the Additional Land shall have an equal undivided interest in the Common Elements. In the event that the Condominium is expanded to include any portion of the Additional Land, the Common Element Interests of all Units in the Condominium shall be adjusted so that each Unit shall have any equal undivided interest therein (including all Units added on the Additional Land).

L. In the event the Declarant does not add or adds and then subsequently withdraws all or any portion of the Additional Land in accordance with Sections 55-79.54(b) and 55-79.54(d) of The Condominium Act, the Declarant shall nevertheless have the unrestricted right to demolish, construct, alter and operate without restriction, and for any lawful purpose, any Improvements located on the Additional Land.

M. The Declarant expressly reserves the right to create Convertible Lands or

Withdrawable Lands, or both, within any portion of the Additional Land added to the Condominium, in accordance with Sections 55-79.54(b) and 55-79.54(d) of The Condominium Act. No conversion on convertible land shall occur, however, after seven (7) years from the recordation of this Declaration, in accordance with Section 55-79.61 of The Condominium Act.

XI. EASEMENTS AND OTHER ENCUMBRANCES:

A. Easements, Rights-of-Way of Record: The Submitted Land and the Additional Land are subject to certain easements, rights-of-way and covenants of record and shall be made subject to various utility easements from time to time. The location of existing and any proposed easements and rights-of-way are shown on the Plat attached as Exhibit "D" hereto.

B. Easement for Ingress and Egress through Common Elements, Access to Units and Support:

1. Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Unit Owners Association. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

2. Each Unit Owner, the Declarant, the managing agent of The Unit Owners Association and the Unit Owners Association are hereby granted an easement for ingress and egress over the Common Elements, as necessary to access storage units or any of the Common Elements of the Condominium, subject to such reasonable rules, regulations and restrictions as may be imposed by the Unit Owners' Association.

3. The Declarant reserves in favor of the Declarant and the managing agent of the Unit Owners Association and/or any other person authorized by the Board of Directors, the right of access to any Unit as provided in Section 55-79.79 of The Condominium Act and Article VI, Section 8 of the By-Laws. In the case of an emergency, such entry shall be immediate whether or not the Unit Owner is present at the time of entry. Furthermore, until the expiration of the warranty period set forth in Section 55-79.79(b) of The Condominium Act, such entry shall be permitted to perform warranty-related work for the benefit of the Unit being entered, other Units or the Common Elements, whether or not the Unit Owner consents or is present at the time of entry.

4. The Declarant reserves in favor of the Declarant and the managing agent of the Unit Owners Association and/or any other person authorized by the Board of Directors an easement over all driveways

and parking garages for the purpose of access to and maintenance of Common Elements and Limited Common Elements, including storage units, if any.

5. Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.

C. Declarant's Right to Grant Easements:

The Declarant shall have the right, prior to the completion of the development of the entire Condominium property and the release of all public improvement bonds relating to the Submitted Land and the Additional Land, to grant and reserve easements and rights-of-way through, under, over and across the Condominium property for access and construction purposes and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, cable television and other utilities.

D. Easement to Facilitate Sales:

All Units shall be subject to an easement in favor of the Declarant pursuant to Section 55-79.66 of The Condominium Act. The Declarant reserves the right on behalf of itself, its duly authorized agents, representatives, employees and affiliates (the foregoing shall be referred to as "Agents"), to use any Units owned or leased by the Declarant [not to exceed six (6) in number] as models, management offices, sales offices or customer service offices. The Declarant reserves the right on behalf of itself and all Agents to relocate the same from time to time within the Condominium; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right on behalf of itself and all Agents to maintain on the Condominium property advertising signs, flags and banners, which may be placed in any location on the Condominium property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant and all Agents shall have the right to erect temporary offices on any portion of the Submitted and Additional Land for models, sales offices, management offices, customer services and similar purposes. This easement shall continue until the Declarant has conveyed all interest it may have (including the rights of a lessee under a lease) in Units in the Condominium to Unit Owners other than the Declarant and Declarant has secured the release of all public improvement bonds related to the Submitted Land and Additional Land.

E. Easement for Operation or Development of Improvements on Additional Land:

There is reserved to the Declarant such easements over, across and under the Submitted Land and Additional Land for the purposes of ingress and egress, and construction, installation and maintenance of such drainage areas or structures, utility lines or systems (including, but not limited to, water, storm, sanitary sewer, gas, cable television, electricity and telephone) as may be reasonably necessary for the development of the Condominium or for the normal operation of improvements located on any portion of the Additional Land regardless of whether such Additional Land is added or is added and

subsequently withdrawn from the Condominium.

F. Easements for Encroachments:

The Declarant and each Unit Owner, to the extent required, shall have an easement pursuant to Section 55-79.60 of The Condominium Act.

G. Easement to Facilitate Expansion:

Declarant shall have, in addition to such other easements or rights it has reserved, as to both the Submitted Land and the Additional Land all easements set forth in Section 55-79.65 of The Condominium Act.

H. Easement for Removal of Common Elements, etc.:

There is reserved to the Declarant and/or its contractors, agents and employees the right of entry onto the Common Elements for the purposes of performing such improvements, repairs, alterations, restoration or removal of the Units and Common Elements as the Declarant may reasonably deem necessary. This reservation shall be construed so as to permit Declarant and/or its agents to remove and/or replace any or all Common Elements requiring repair, modification or alteration.

I. Easement for Construction:

Declarant expressly reserves the right to enter upon the Common Elements for the purpose of performing such improvements as Declarant shall deem advisable in conjunction with its construction of the Units and/or Common Elements. Declarant shall further have the unrestricted right to temporarily store in or upon the Common Elements such building and construction equipment or supplies used in connection with its construction activities for the Units and Common Elements. The right herein reserved shall be deemed to include the right of Declarant to temporarily locate upon the Common Elements such temporary construction trailers or offices as may, in Declarant's sole judgment, be deemed necessary for its construction activity.

J. Easement for Use of Common Elements of the Association:

Each Unit Owner has an easement for access to and use of the Common Elements as described in the aforesaid Declaration and any amendments thereto.

XII. CONVERTIBLE SPACE:

Declarant reserves the right to designate as Convertible Space all or any portion of any building constructed on the Additional Land when added to the Condominium. The conversion of such Convertible Space shall be made in accordance with to Section 55-79.62 of The Condominium Act.

XIII. EXTERIOR MAINTENANCE:

There is reserved to the Unit Owners Association the exclusive right to provide for all exterior painting and maintenance of the exteriors of the Units and structures in the Condominium and such painting and maintenance shall be a Common Expense to be paid by the Unit Owners as part of the expenses of upkeep of the Condominium, except for exterior maintenance items, if any, that are to be items to be maintained

by the Unit Owner as set-forth in the maintenance schedule attached to the Bylaws as Attachment "A".

XIV. RELOCATION OF BOUNDARIES BETWEEN UNITS:

Subject to the provisions of Article VI, Section 7 and Article IX, Section 7 of the Bylaws, Unit Owners may cause the relocation of Condominium boundaries between adjoining Units pursuant to the provisions of Section 55-79.69 of The Condominium Act.

XV. SUBDIVISION OF UNITS:

Subject to the provisions of Article VI, Section 7 and Article IX, Section 7 of the Bylaws, Unit Owners may cause the subdivision of any Unit pursuant to the provisions of Section 55-79.70 of The Condominium Act

XVI. RIGHT TO LEASE OR SELL UNITS:

The Declarant shall own in fee simple each Condominium Unit not sold to a purchaser or otherwise transferred. The Declarant retains the right to enter into leases with any third parties for the occupancy of any of the Units owned by the

Declarant on such terms and conditions as may be acceptable to the Declarant in its sole discretion.

XVII. PRIORITY OF MORTGAGES:

Except as specifically provided in the Condominium Instruments, no provision of the Condominium Instruments shall be construed to grant to any Unit Owner or to any other person, any priority over any right of Mortgagees.

XVIII. NO OBLIGATIONS:

Nothing contained in the Condominium Instruments shall be deemed to impose upon the Declarant any obligation of any nature to build or provide any buildings except to the extent required by The Condominium Act.

XIX. BYLAWS OF THE CONDOMINIUM:

Pursuant to Section 55-79.73.A of The Condominium Act, the Bylaws are recorded simultaneously herewith, as "Exhibit C", to provide for the self-government of the Condominium by an association of all of the Unit Owners (the "Unit Owners Association").

XX. SPECIAL DECLARANT RIGHTS, ETC:

Special Declarant rights shall be those specified in Section 55-79.41 of The Condominium Act. Any transfer of any Special Declarant right shall be in accordance with Section 55-79.74:3 of The Condominium Act.

XI. USE RESTRICTIONS ON UNITS AND COMMON ELEMENTS:

Section 1. Use Restrictions. Each Unit and the Common Elements shall be occupied and used as follows:

- A. Except for the areas of the Condominium designated for recreational use,

if any, no Unit shall be used for other than housing and the related common purposes for which the property was designed. Notwithstanding the foregoing, nothing in this Declaration shall be construed to prohibit the Declarant from using any Unit owned by Declarant for promotional, marketing, administrative office, display or other related purposes or from using any appropriate portion of the Common Elements for settlement of sales of Condominium Units.

B. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Condominium or any part thereof without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Limited Common Elements or Common Elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any applicable law, regulation or administrative ruling. No waste will be committed in the Common Elements or Limited Common Elements.

C. No immoral, improper, offensive or unlawful use shall be made of the Condominium or any part thereof, and all applicable laws, orders, ordinances, rules and regulations of all governmental entities having jurisdiction over the Condominium shall be complied with by and at the sole expense of the Unit Owner or the Board of Directors, whichever has responsibility for that portion of the Condominium. If the responsibility is that of the Board of Directors, then the cost of such compliance shall be a Common Expense.

D. No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements (except those areas designated for storage by the Board of Directors) without the prior written approval of the Board of Directors. The Common Elements shall not be altered, nor shall anything be constructed upon or removed from the Common Elements, except upon the prior written consent of the Board of Directors.

E. The sidewalks, driveways, entrances, passages, vestibules, stairways, and any other part of the Common Elements used for ingress and egress shall not be obstructed or encumbered by any person or object; nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables, firewood or any other object of a similar nature be stored therein or thereon, except upon the prior written consent of the Board of Directors.

F. No Unit shall be rented for transient or hotel purposes. No Unit shall be leased or rented for a period of less than six (6) months. No portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall lease a Unit other than on a written form of lease requiring the lessee to comply with the Condominium Instruments, the governing documents of the Falls Run Community Association, and all rules and regulations created pursuant to either of the foregoing, and providing that failure to comply constitutes a default under the lease. The Board of Directors may provide a suggested standard form lease for use by Unit Owners. The foregoing

provisions of this subparagraph, except the restriction against use for hotel or transient purposes, shall not apply to the Declarant or to a Mortgagee in possession of a Unit as a result of a foreclosure, judicial sale or a proceeding in lieu of foreclosure.

G. Commercial vehicles (excepting police vehicles), trailers, campers, recreational vehicles or boats may not be parked on the Property without the permission of the Board of Directors. No vehicle shall remain on the Condominium premises unless it has current state license plates, a current Stafford County decal (if legally required of the vehicle's owner) and a current inspection sticker. Repairing vehicles of any kind shall not be permitted upon the Condominium property. Washing of vehicles of any kind shall not be permitted on the Condominium property unless the Board of Directors, in its discretion, designates an area or areas for such activity.

H. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets (e.g., dogs; cats or caged birds) not to exceed two cats or dogs and two birds per Unit without the written approval of the Board of Directors, is permitted, expressly subject to the rules and regulations that may be adopted by the Board of Directors; provided however, that such pets are not kept or maintained for commercial purposes or for breeding and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days' written notice from the Board of Directors and provided, further, that no animal shall be kept within any Unit or Common Element in violation of Stafford County ordinances. Such pets shall not be permitted upon the Common Elements unless accompanied by an owner and unless carried or leashed. Any Unit Owner or lessee of a Unit Owner who keeps or maintains any pet upon any portion of the Condominium property shall be deemed to have indemnified and agreed to hold the Condominium, each Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be licensed and inoculated as required by law. Each pet owner is required to clean up any and all waste from his or her pet.

I. Except for such signs, flags and banners as may be posted by the Declarant for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Elements without the prior written approval of the Board of Directors. The provisions of this subparagraph shall not be applicable to the institutional holder of any first mortgage or deed of trust which comes into

possession of a Unit by reason of any remedies provided for in the mortgage or deed of trust or by a foreclosure event.

J. Except for those major appliances as may be installed by Declarant during

its initial construction of Units or by Unit Owners as replacements thereof, additional major appliances may not be installed in a Unit without the prior written approval of the Board of Directors.

K. The Common Elements which comprise the recreational facilities of the Condominium, if any, may be used for general recreational purposes by Unit Owners, their families, tenants and guests in accordance with the Condominium rules and regulations. The Board of Directors may, from time to time, promulgate reasonable rules and regulations regarding the use of any such recreational facilities.

L. No Unit Owner shall allow anything whatsoever to fall from the windows, balcony (if any) or deck of a Unit; nor shall a Unit Owner sweep or throw any dirt or other substances outside of a Unit.

M. Refuse and bagged garbage shall be deposited in the area provided therefore.

N. No clothesline or similar device shall be permitted on any portion of the Condominium property, including Limited Common Areas, nor shall clothes be hung anywhere except in such areas as are designated by the Board of Directors. The Board of Directors may choose not to designate such areas.

O. No Unit Owner is or shall be permitted to install any type of fireplace within his or her Unit without the prior written consent of the Board of Directors.

P. No Unit Owner shall make or permit any excessively disturbing noises, including but not limited to pet noises, and no Unit Owner shall permit such noises to be made by his or her family, lessees, servants, employees, agents, visitors and licensees. No Unit Owner shall take any action or permit any action that will substantially interfere with the rights or reasonable comfort or convenience of other Unit Owners.

Q. No telephone, radio or television installation or other wiring, shall be made without the written consent of the Board of Directors. Any antenna or aerial erected or installed on the exterior walls of a Unit or on the Limited Common Elements or Common Elements of the Condominium, including the roof, without the written consent of the Board of Directors is subject to removal and disposal thereof without notice and at the cost of the Unit Owner for whose benefit the installation was made.

R. Waterbeds shall not be permitted in any Unit without the written consent of the Board of Directors.

S. Parking garages and driveways may be used for the parking of vehicles and for no other purpose. No improvements or structure of any kind shall be constructed within or on any parking garage or driveway. Driveways adjoining garage parking spaces are reserved for the exclusive use of the Unit to which

the driveway is adjoined.

Section 2. Rules and Regulations. Each Unit and the Common Elements shall be occupied and used in compliance with the rules and regulations adopted by the Board of Directors. Amendments to the rules and regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request.

Section 3. Utility Charges. The costs of utilities serving the Condominium not individually metered to a Unit shall be Common Expenses.

Section 4. Parking Spaces. The Declarant reserves the right to designate parking spaces for its use in conjunction with its sales program. Declarant and the Board of Directors shall have the right to reserve parking spaces for the use of visitors and residents. The Board of Directors shall control the use of disabled parking spaces in accordance with all applicable laws and shall establish rules and regulations governing their use. The cost of maintenance and repair of all parking areas, including driveways, regardless of ownership, shall be a Common Expense, assessed in accordance with the provisions of the Bylaws and this Declaration. Garage doors must remain closed when not in use, and under no circumstances shall garage doors remain open overnight.

Section 5. Storage Areas: Disclaimer of Bailee Liability. Although not currently planned, any storage cubicles or areas in the Condominium that may be provided in the future for storage shall be Common Elements and may be assigned to Units by appropriate resolution of the Board of Directors. The Board of Directors, the Association, any Unit Owner and the Declarant shall not be considered a bailee, however, of any personal property stored on the Common Elements (including property located in storage cubicles or areas), whether or not exclusive possession of the particular area is given to a Unit Owner for storage purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

XXII. ENCUMBRANCES: The Association and all the Unit Owners within the Condominium shall be bound by the terms and provisions of that certain Declaration of Covenants, Conditions, and Restrictions for Falls Run, recorded in Instrument No. LR020024438 among the land records of Stafford County, Virginia, including, without limitation, the occupant age restriction provisions which, as of the date hereof, provide that at least one person residing in eighty percent (80%) of the dwellings, and one member of each group using the amenities shall be at least fifty-five (55) years of age and any person under the age of nineteen (19) shall be prohibited from residing in or occupying, on other than a temporary basis. In the event the parcels of land adjacent to the Condominium are subjected to the Declaration of Covenants, Conditions and Restriction for Falls Run, recorded in Instrument No. LR0200024438, and single family homes are constructed thereon, the recreational facilities located on the Condominium property may be used by residents of the adjacent parcel; provided, however, that the residents of the adjacent parcel shall pay similar fees to those paid by the Unit Owners of the Condominium for use and maintenance of the recreation facilities.


XXIII. AMENDMENT TO DECLARATION: No amendment to the Declaration may be made without the prior written approval of (a) any governmental mortgage guarantor or insurer whose regulations require it or (b) the institutional lenders holding first mortgages or first deeds of trust encumbering Condominium Units where and as such approval is required by the Bylaws of the Unit Owners Association or where and as such approval is required elsewhere in the Condominium Instruments or by The Condominium Act. Declarant reserves the right and power to amend this Declaration at any time and from time to time (i) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee First Mortgages covering Unit ownerships, (iii) to bring this Declaration into compliance with The Condominium Act, or (iv) as permitted by The Condominium Act. Further, no amendment to the Declaration may be adopted which would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to Declarant without the prior written consent of the Declarant.

XXIV. SEVERABILITY: If any provision of the Condominium Instruments is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. The Condominium Instruments shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Condominium Instruments; and the remaining provisions shall remain in full force and effect and shall not be effected by the illegal, invalid or unenforceable provision or by its severance.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Del Webb Communities of Virginia, Inc., an Arizona corporation, has caused this Declaration to be executed on MARCH 11, 2005.

Del Webb Communities of Virginia, Inc.
an Arizona corporation

By: 

Dennis A. Ouellette General Manager
and Vice President of Operations

COMMONWEALTH OF VIRGINIA.
CITY/COUNTY OF Stafford, to-wit.

I, the undersigned Notary Public in and for the Commonwealth of Virginia at large, do hereby certify that Dennis A. Ouellette, who is personally well known to me to be the person named as General Manager and Vice President of Operations of Del Webb Communities of Virginia, Inc., an Arizona corporation, personally appeared before me in my jurisdiction aforesaid and acknowledged the same to be the act and deed of Del Webb Communities of Virginia, Inc., the Declarant herein, and that he delivered the same as such.

GIVEN under my hand and seal this 11 day of March, 2005.

JOHANNA M GAUARD
NOTARY PUBLIC

My Commission EXPIRES: 6/30/05