



DEED OF SUBDIVISION SUPPLEMENT

THIS DEED OF SUBDIVISION SUPPLEMENT is made as of July 28, 2004 by and between EQUITY HOMES, LLC, a Virginia limited liability company, successor in interest to EQUITY HOMES, L.P. ("Equity"), Grantor; REGENTS AT LAKE MANASSAS HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation (the "**Association**"), Grantor; BANK OF AMERICA, N.A., a national banking association, its successors and assigns (the "**Lender**"), Grantor; and LINDA M. LONG, TRUSTEE and LENKA E.. LUNDESTEN, TRUSTEE, and their respective successors, either of whom may act (the "**Trustees**"), Grantor.

RECITALS:

A. Equity is the owner of **Lots 1 through 64, THE REGENTS AT LAKE MANASSAS** as the same are duly subdivided, platted and recorded by Deed of Subdivision recorded as Instrument No. 2004-0220-0029773 (the "**Deed of Subdivision**") and accompanying plat recorded as Instrument No. 2004-0220-0029774 (the "**Subdivision Plat**"), having acquired the Lots by deed recorded as Instrument No. 2002-0805-0100369 among the land records of Prince William County, Virginia (the "**Land Records**").

B. The Association is the owner of **Parcels A and B, THE REGENTS AT LAKE MANASSAS** as the same are duly subdivided, platted and recorded by the Deed of Subdivision, having acquired the Parcels by deed recorded as Instrument No. 2004-0220-0029773 among the Land Records

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, in accordance with the approved Proffers for rezoning application #PLN2001-00173 (the "**Proffers**"), Equity and the Association declare that no fuels, oil, solvents, antifreeze or other similar pollutants shall be discharged into the public sanitary or storm sewers. This covenant shall run to the benefit of Prince William County, Virginia and to the Association.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Equity and the Association hereby declare that, in accordance with the Proffers, the Buffer Areas shown on the Subdivision Plat shall remain as a buffer and shall not be used for private purposes. The Buffer Areas shall not be disturbed or denuded, except for the following purposes: the planting of vegetation generally as shown

O'HARA & O'HARA, PLC
131 E. Broad Street, Suite 208
Falls Church, Virginia 22046

GPIN: 7296-37-6590
Grantor's address: Equity Homes, LLC
4035 Ridge Top Road
Suite 150
Fairfax, VA 22030



on sheet 2 of the General Development Plan for the Lee Highway frontage of the development; the planting of evergreen and other indigenous trees and/or underplantings to augment the existing vegetation; the removal of invasive plants and unhealthy trees; and the installation or maintenance of underground utility lines (which may only cross the "Buffer" areas and shall not run parallel to the "Buffer" area).

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Equity and the Association hereby declare **Lots 1 through 64 and Parcels A and B, THE REGENTS AT LAKE MANASSAS**, to be held, transferred, sold, conveyed and occupied subject to the Declaration of Covenants, Conditions and Restrictions recorded contemporaneously herewith, which is for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their successors and assigns, and shall inure to the benefit of each owner thereof.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Trustees, authorized to act by the Lender as evidenced by its signature hereto, consent to these covenants and to the subjection of the Property to the Declaration. In all other respects, the Deed of Trust shall continue in full force and effect.

[SIGNATURE PAGES FOLLOW]

WITNESS the following signatures and seals:

EQUITY HOMES, LLC
a Virginia limited liability company

By: [Signature] (SEAL)
Name: Robert L. Fitten, II
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged and sworn to before me this 28th day
of July, 2004 by Robert L. Fitten, II as
President of Equity Homes, LLC.

[Signature]
Notary Public

My commission expires: 3-31-06

BANK OF AMERICA, N.A.
a national banking association

By: *Linda Long* (SEAL)
Name: LINDA LONG
Title: SENIOR VICE PRESIDENT

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged and sworn before me this 30 day
of JULY, 2004 by LINDA LONG as SENIOR VICE PRESIDENT
of Bank of America, N.A.

Gloria A. Jenkins
Notary Public

My commission expires: 4-30-2007

Linda Long (SEAL)
LINDA M. LONG, TRUSTEE

Lenka E. Lundsten (SEAL)
LENKA E. LUNDSTEN, TRUSTEE

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged and sworn to before me this 30 day
of JULY, 2004 by Linda M. Long, Trustee.

Gloria A. Gussman
Notary Public

My commission expires: 4-30-2007

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged and sworn to before me this 36 day
of JULY, 2004 by Lenka E. Lundsten, Trustee.

Gloria A. Gussman
Notary Public

My commission expires: 4-30-2007

REGENTS AT LAKE MANASSAS HOMEOWNERS
ASSOCIATION
a Virginia non-stock corporation

By: [Signature] (SEAL)
Name: Robert C. Fitten II
Title: President

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged and sworn to before me this 28th day
of July, 2004 by Robert C. Fitten II as President of Regents at
Lake Manassas Homeowners Association.

[Signature]
Notary Public

My commission expires: 3.31.06



7296-37-4899	7296-38-4824	7296-38-7250	7296-39-3920	7296-39-7918
7296-37-4988	7296-38-4933	7296-38-7359	7296-39-5588	7296-39-8026
7296-37-5179	7296-38-4941	7296-38-7467	7296-39-5703	7296-39-8135
7296-37-5371	7296-38-4950	7296-38-7576	7296-39-5745	7296-39-8243
7296-37-5563	7296-38-4959	7296-38-7684	7296-39-5779	7296-39-8252
7296-37-5655	7296-38-5268	7296-38-7792	7296-39-5811	7296-39-8271
7296-37-6781	7296-38-5686	7296-38-8685	7296-39-5820	7296-39-8280
7296-37-6791	7296-38-5694	7296-39-3454	7296-39-5828	7296-39-8288
7296-37-6899	7296-38-5779	7296-39-3545	7296-39-5837	7296-39-8296
7296-38-3692	7296-38-6808	7296-39-3565	7296-39-5954	7296-39-8362
7296-38-3882	7296-38-6916	7296-39-3637	7296-39-5970	
7296-38-4272	7296-38-7025	7296-39-3701	7296-39-6060	
7296-38-4807	7296-38-7133	7296-39-3728	7296-39-7801	
7296-38-4816	7296-38-7242	7296-39-3910	7296-39-7809	

7