

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the Willowsford Homeowners Association, Inc., a Virginia nonstock corporation ("Association"), and the Willowsford Conservancy, Inc., a Virginia nonstock corporation ("Conservancy").

RECITALS

R-1. The Association is governed by the Amended and Restated Community Charter for Willowsford recorded among the Loudoun County Land Records at Instrument No. 20191220-0079454, and the Association is responsible for the administration, operation and governance of the community known as Willowsford Homeowners Association located in Loudoun County, Virginia.

R-2. The Conservancy is governed by the Community Covenant for Willowsford recorded among the Loudoun County Land Records at Instrument No. 20110324-0019086, and the Conservancy is responsible for the administration, operation and governance of the Willowsford Conservancy located in Loudoun County, Virginia.

R-3. The Association is authorized to enter into agreements concerning matters affecting the Association, and the Conservancy is authorized to enter into agreements concerning the matters affecting the Conservancy.

R-4. The fiscal years for the Association and the Conservancy run from January 1 through December 31 of each year.

R-5. In order to create further funding to maintain its infrastructure, the Conservancy intends to levy an increased quarterly assessment for fiscal years 2025 through 2027, and the Association and the Conservancy wish to confirm the assessments amounts that the Conservancy will impose.

R-6. In consideration of the agreements contained in this Memorandum of Understanding, the Association's Board of Directors has agreed to support the Board of Directors for the Conservancy in communications pertaining to the Conservancy's budget and assessment rate.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and Conservancy agree to the following.

AGREEMENT

1. ASSESSMENT RATES FROM 2025 THROUGH 2027: Pursuant to Section 2.3(e) of the Conservancy's Covenant, the Conservancy is authorized to levy an assessment to cover an anticipated shortfall in revenue to cover expenses. Accordingly, for fiscal year 2025, the Conservancy will levy, and the Association agrees to collect a quarterly assessment in the

amount of **\$209.88**. Accordingly, for fiscal year 2026, the Conservancy will levy, and the Association agrees to collect a quarterly assessment in the amount of **\$196.57**. Accordingly, for fiscal year 2027, the Conservancy will levy, and the Association agrees to collect a quarterly assessment in the amount of **\$191.16**.

1. ASSESSMENT RATES AFTER 2027: Beginning for the 2028 fiscal year, unless otherwise agreed by both parties, the Conservancy shall set assessment rates at a level commensurate with the 2024 budget, adjusted for inflation and the additional costs associated with the operation and maintenance of additional infrastructure constructed or installed by the Conservancy in 2025, 2026, and 2027, and the amounts necessary to replenish the reserves of the Conservancy.

2. ADDITIONAL REVENUE SOURCES: Conservancy will exercise best efforts to obtain additional revenue sources to fund its operation, maintenance and reserve replacement obligations and should lower the assessment for the 2026 or 2027 budget if a significant new revenue source is secured prior to the adoption of the 2026 or 2027 budget.

3. NONASSIGNABLE: This Memorandum of Understanding shall not be assigned, in whole or in part, without the prior written consent of both parties.

4. INDEPENDENT ENTITIES: The Association and the Conservancy are independent of each other and are not agents, servants, or employees of the other.

5. WAIVER AND ATTORNEYS' FEES: A waiver by the either party of any breach of any term or condition of this Memorandum of Understanding shall not be deemed a waiver of any other, or any subsequent, breach. In the event either party to this Memorandum of Understanding files legal action to enforce this Memorandum of Understanding, the costs of that legal action, including, but not limited to, attorneys' fees actually incurred and expert witness fees, shall be paid to the prevailing party.

6. BINDING ON SUCCESSORS: This Memorandum of Understanding shall inure to the benefit of and be binding on successors and assigns of parties hereto.

7. AGREEMENT IS COMPLETE UNDERSTANDING OF THE PARTIES: This Memorandum of Understanding constitutes the complete understanding of the parties. For the convenience of the parties, this Memorandum of Understanding may be executed in several counterparts, which are in all respects similar and each of which shall be deemed to be complete in itself, so that anyone may be introduced in evidence or used with any purpose without the production of the other counterparts. Electronic signatures, whether digital or encrypted have the same force and effect as manual signatures. The persons executing this Memorandum of Understanding on behalf of the Association and the Conservancy represent that they have the authority to execute this Memorandum of Understanding and that the Memorandum of Understanding is binding upon the parties in accordance with its terms.

8. MODIFICATION: Neither party may modify, amend or otherwise alter the terms of this Memorandum of Understanding unless such modification, amendment or alteration is made in writing and signed by both parties.

9. SEVERABLE: In the event that any part or provision of this Memorandum of Understanding shall be adjudged unlawful or unenforceable under Virginia law, the remainder of this Memorandum of Understanding shall nonetheless survive and remain in full force and effect.

10. AGREEMENT GOVERNED BY VIRGINIA LAW: This Memorandum of Understanding shall be governed by the laws of the Commonwealth of Virginia without resort to choice of law rules. Both parties hereto do hereby expressly agree that if legal action is required to interpret or enforce this Memorandum of Understanding, this action shall be filed in the state courts of the Loudoun County, Virginia.

11. CAPTIONS FOR CONVENIENCE ONLY: The captions or titles provided in this Memorandum of Understanding are solely for the sake of convenience and in no way are intended to or shall modify or limit the meaning of any term or provision of this Memorandum of Understanding.

12. ADDRESSES FOR NOTIFICATION: Except as may be otherwise specifically provided in this Memorandum of Understanding, all notices or other communications under to this Memorandum of Understanding shall be directed to the following:

To the Association:

Rebecca Lyons, CMCA, PCAM, LSM, Community Manager
Willowsford Homeowners Association, Inc.
23506 Founders Dr.
Ashburn, VA 20148
RLyons@willowsfordlife.com

With a copy to:

Todd A. Sinkins, Esq.
Rees Broome, PC
1900 Gallows Road, Suite 700
Tysons Corner, VA 22182
tsinkins@reesbroome.com

To the Conservancy:

Sophie Lambert, Executive Director
Willowsford Conservancy, Inc.
41025 Willowsford Lane
Aldie, VA 20105
SLambert@willowsfordconservancy.org

IN WITNESS WHEREOF, each of the parties hereto has executed this Memorandum of Understanding as of the date set forth above, as evidenced by their respective signatures and acknowledgements on the following pages.

WILLOWSFORD CONSERVANCY, INC.

By: _____

Name: _____

Title: _____

**WILLOWSFORD HOMEOWNERS
ASSOCIATION, INC.**

By: _____

Name: _____

Title: _____