

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**THE RESERVE AT CHADDS FORD**  
**Birmingham Township, Chester County, Pennsylvania**

THIS DECLARATION, made the 30th day of March, 1993, by T.J.E.M. ASSOCIATES, L.P. (hereinafter called "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of a certain tract of ground situate in Birmingham Township, Chester County, Pennsylvania, as more particularly described in Exhibit "A" of this declaration, and in deed recorded in Chester County in Record Book 1062 at page 306 et seq., which is to be developed as a planned residential community with common open space and facilities for the benefit of the planned residential community, and

WHEREAS, Declarant desires to provide for the preservation of natural open space, trees, slopes, water courses and other natural amenities in the said community and for the maintenance of said open space, any non-dedicated roads and parking areas, storm water management system, amenities and other common facilities and, therefore, desires to make the tract of ground described in Exhibit "A" subject to certain covenants, restrictions, easements, charges and liens as hereinafter set forth, which is for the benefit of the planned residential community and the various owners of ground therein, and

WHEREAS, Declarant deems it desirable in order to provide for and implement the foregoing to create an association to be charged with the duty of owning, maintaining and administering the common open space and community facilities and the administering and enforcement of the covenants and restrictions and collecting and disbursing the assessments and charges as provided for herein.

NOW, THEREFORE, Declarant states that the tract of ground described in Exhibit "A", and such additions thereto as may hereafter be made pursuant to Article 2 hereof, is and shall be held, transferred, sold, conveyed and occupied under and subject to the covenants, restrictions,

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easements and charges and liens (as may hereafter be referred to as covenants and restrictions) as hereinafter set forth.

## **ARTICLE 1**

### **Definitions**

**Section 1.1** The following words and phrases used in this declaration or any supplemental declaration (unless context should prohibit) shall have the following meanings:

(a) "Association" shall mean The Reserve at Chadds Ford Community Association.

(b) "Community" shall mean the planned residential community of The Reserve at Chadds Ford.

(c) "The Properties" shall mean and refer to all such existing properties and additions thereto as are subject to this declaration or any supplemental declaration under the provisions of Article 2 hereof.

(d) "Common properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties and intended to be devoted to the common use and enjoyment of the owners of the properties. Such common properties shall include but not be limited to non-dedicated paved roads, curbs, roadway lighting, roadway signs, storm water management facilities, common open space and common recreational areas.

(e) "Declarant" shall mean T.J.E.M. Associates, L.P., its successors and assigns (other than the Association or an Owner), or any other entity which acquires ownership of a part of the properties for the purpose of development.

(f) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of common properties as heretofore defined.

(g) "Living Unit" shall mean the building or portion thereof situate on the properties designed and intended for use and occupancy as a residence by a single family.

(h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the properties, but

notwithstanding any express or implied provision of any mortgage document shall not include the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or proceedings in lieu of foreclosure.

(i) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article 3, Section 3.1 hereof.

(j) "Township" shall mean Birmingham Township, Chester County, Pennsylvania.

## **ARTICLE 2**

### **Property Subject to This Declaration**

#### **Additions Thereto**

**Section 2.1** Existing Property. The real property which is made subject to this declaration is situate in Birmingham Township, Chester County, Pennsylvania, more particularly described in Exhibit "A" attached hereto.

**Section 2.2** Additions to Existing Property. Subject to the approval of Declarant, contiguous land of owner may be made subject to this declaration. This right is conditioned upon the approval in writing of the Association created hereunder, pursuant to a vote of the membership thereof as provided in its Articles of Incorporation. The Association created hereunder may be the subject of a merger or consolidation with another association and in that event, its properties, rights and obligations may be transferred to a surviving or consolidated association or, in the alternative, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association created hereunder as a surviving corporation pursuant to a merger or consolidation.

**Section 2.3** Classification. The property subject to this declaration is classified as follows:

(a) Street rights-of-way (dedicated and non-dedicated), which may be more specifically described in a final plan of subdivision.

(b) Common Properties, including easements of passage giving access thereto as may be more particularly designated and described on final subdivision plan and final

plans approved pursuant to the planned residential community regulations of the Township.

(c) Individual lots and living units to be conveyed to purchasers in fee simple for the construction of or occupancy as single family dwellings.

(d) The Common Properties, as provided for herein, shall not be subdivided by, or disposed of by the Association by sale, dissolution, or otherwise, except to an entity created for the purposes of conservation and approved by the Township unless such disposition consists of a merger and/or conveyance to an organization similar to the association conceived and established to own and maintain such common open space, which organization shall be approved by the Township.

### **ARTICLE 3**

#### **Membership and Voting Rights in the Association**

**Section 3.1** Membership. Every person or other entity who is the owner of any lot or living unit situate on the property shall be a member of the Association. This is a mandatory provision with the intention that every owner, with the exception of any person or entity who has an interest in a lot or living unit as security for the performance of an obligation shall not be deemed to be an owner or member, shall be a member.

**Section 3.2** Voting Rights. The rights of members, including voting rights, the creation of non-voting memberships, the obligations of all members, including dues and assessments, and the proper operation of the Association shall be as provided by the Articles and By-Laws of the Association, as adopted, and from time to time amended by the Association.

### **ARTICLE 4**

#### **Rights of Owner**

**Section 4.1** Title to Common Properties. Declarant may retain legal title to the common open space only until 70% of the units have been sold, and at that time the title to the common properties shall be transferred to the Association. At any time the members of the Association shall have the right and easement of enjoyment in and to the common properties in accordance

with the Articles of Incorporation, By-Laws of the Association and the provisions of this Declaration.

**Section 4.2** Reservation of Rights. The rights and easements of enjoyment created for the benefit of members shall be subject to the following reservations:

(a) The right of Declarant to encumber the common areas by mortgage or other security instrument.

(b) The rights of the Association to make reasonable charges for the use, maintenance and preservation of the common properties in accordance with the By-Laws.

(c) The right of Declarant or the Association to dedicate, convey or dispose of all or part of the open area, as follows: common properties shall not be subdivided or disposed of by sale, dissolution or otherwise, except by transfer to an entity created for the purpose of conservation and approved by the Township, unless such disposition consists of a merger and/or conveyance to an organization similar to the Association or a successor to Declarant, subject to these covenants, such Association conceived and established to own and maintain such common open space, which organization shall be approved by the Township. Common properties shall not be developed, except as specifically set forth in subdivision plans or unless consistent with the open space uses of the tract and upon final application to and express written approval of the Township.

(d) The right of Declarant, the Association or their successors to erect and install the necessary structures, fixtures and equipment for public service companies, municipal authorities, the Association or like entity to provide necessary and proper utility services.

(e) The right of Declarant, or its authorized agent, to maintain a construction, sales and sample house office within the lot or open space areas of the site for Declarant so long as Declarant owns a lot in said Community.

## ARTICLE 5

### **Special Provisions**

**Section 5.1** Restrictions of the Use and Enjoyment of Common Properties. Subject to the rights reserved in Section IV, or otherwise in these Covenants, the Common Properties shall not be subject to development (as hereinafter defined) in any manner whatsoever, but shall be used and enjoyed only as common open space and for active and passive recreational purposes by the members of the Association, their guests and invitees. For purposes of this Article and the restrictions noted herein, "Development" shall be defined as the erection or maintenance of any permanent structure for any use whatsoever, except necessary facilities for utilities, storm water management or like public improvements; provided, however, that the Board of Supervisors of Birmingham Township, in its sole discretion, shall have the right to authorize the erection or maintenance of any structure or improvement otherwise in compliance with applicable municipal regulations for agricultural, recreational or environmental purposes only. This restriction shall be a covenant running in perpetuity with the land subject thereto.

**Section 5.2** Installation, Use and Removal of Temporary Water Wells. The Declarant, or Owner, shall have the right to construct and maintain within the Common Properties individual domestic water wells to serve the living units on a temporary basis. For the purpose of this provision, temporary basis shall mean only until such period of time as the water system which is planned to serve the Community is constructed and approved to provide service to any lot served by a temporary well. At the time of such approval, the lot owner shall immediately cease use of the temporary well and connect and use the Community Water System as the sole domestic water supply for such lot.

The Association and Water Association, their successors and assigns, may enforce the aforesaid provisions by such actions at law or in equity as may be appropriate. Any lot owner made subject to such action shall be assessed reasonable attorney's fees and all costs and expenses of suit as part of any final judgment. The township shall have the right, but not the obligation, to enforce the aforesaid provisions in the same manner as the Association and Water Association.

**Section 5.3** Designation, Construction and Maintenance of Secondary or Backup Sewage Facilities. Declarant or Owner shall have the right to designate, construct and maintain

within the common properties a secondary or backup sewage disposal facilities (not to include holding tanks) in connection with the use and enjoyment of a living unit. The area designated for such use shall be as immediately adjacent to the lot containing the living unit benefitting therefrom as may be practical. Such area shall be designated, constructed and maintained in accordance with all applicable governmental regulations and requirements. The surface of any area disturbed in the exercise of this right shall be restored as nearly as practical to its condition prior to disturbance, including the replacement of trees, shrubs and vegetation.

**Section 5.4** Use of a Portion of the Common Properties by the Chadds Ford Historical Society. Declarant has granted to the Chadds Ford Historical Society, or its successor, an easement to use a portion of the meadow area contained within the Common Properties lying on the west side of Route 100 for vehicular parking for a period or periods of time not exceeding 30 days for each calendar year. A separate Easement Agreement has been or is about to be recorded in Chester County.

**Section 5.5** Specific Restrictions on the Use and Development of Property lying West of Route 100. Declarant, for itself, its heirs, successors and assigns, covenants and agrees that no land development take place on any portion of the tract situate on the west side of Route 100, as more particularly described in Exhibit B attached hereto and made a part hereof. For purposes of this covenant and restriction, land development shall be defined as the erection or maintenance of any permanent structure for residential, commercial or like purposes, except that this restriction shall not prohibit the erection or maintenance of any structure or improvement from time to time permitted by the applicable municipal regulations for agricultural, recreational or environmental purposes. This covenant is intended to be a covenant running with the land in perpetuity and to be deemed separate and apart from any other covenant or undertaking set forth in this Declaration of Covenant and shall not be in any manner affected by the subsequent amendment or rescission of this Declaration and shall be enforceable by any governmental or municipal entity or any public or private nonprofit organization having as one of its purposes the preservation of open space or protection of the environment.

## ARTICLE 6

### **Covenant for Dues and Assessments**

**Section 6.1** Excepting Declarant, the owner of any lot or living unit by acquiring ownership or interest therein shall be deemed to covenant or agree to pay to the Association such annual assessment or dues which may be established or levied by the By Laws of such Association. Such assessment and/or dues, together with any interest and the cost of collection, including reasonable attorneys' fees, shall be a charge on the owner's property and shall be a continuing lien upon the property against which such assessment is made.

**Section 6.2** Purpose of Assessments. Assessments and dues made from time to time and levied by the Association shall be exclusively for the proper purpose of the Association as set forth in the Articles of Incorporation and By-Laws created in conformity theret.

**Section 6.3** Subordination of Liens, Dues and Assessments. The lien of any dues and assessments as provided for herein shall be subordinate to any lien of mortgage now or hereafter placed upon the property, provided, however, that such subordination shall apply only to assessments as they become due and payable prior to the sale and transfer in lieu of foreclosure or execution. Such sale or transfer shall not relieve such property from assessment for any dues or assessment thereafter becoming due from the lien of any such subsequent assessment.

**Section 6.4** The Association shall be responsible for the continued maintenance of the Common Properties, including mowing, tree and shrub maintenance, removal of trash, debris and snow.

## ARTICLE 7

### **Rights of Township in Common Properties**

**Section 7.1** In the event that the Association is abandoned or abolished or otherwise ceases to exist or the Association proposes to dispose of the Common Properties as provided herein such Common Properties shall first be offered for dedication to the Township, at no cost to the Township, before any other steps are taken in conformity with these covenants and restrictions.

**Section 7.2** In the event that Declarant, the Association or other entity owning the Common Properties shall at any time after the establishment of the Community fail to maintain the common properties in reasonable order and condition in accordance with the final plan of the Community as approved by the Township, the Board of Supervisors of the Township may proceed as provided in Section 705 of the Pennsylvania Municipalities Planning Code, or any similar statute then in effect at the time of the deficiency and demand that deficiencies of maintenance and care be corrected. Failing such correction, the Township may enter upon and maintain the Common Properties. Notice to the owners and Association and the procedure thereafter shall be in accordance with the aforementioned section of the Municipalities Planning Code or similar statute, and the cost of the maintenance by the municipality shall be assessed in accordance with the aforesaid Section 705 of the Municipalities Planning Code or a similar statute, and in accordance with said provisions of the Township may, at the time of entering upon said Common Properties and for purpose of maintenance, file a notice of lien in the Office of the Prothonotary of Chester County upon the properties affected by the lien within the Community.

## ARTICLE 8

### **General Provisions and Restrictions**

**Section 8.1** Compliance with Final Plan. No use of any lot or Common Property, or any other part of the subject premises, shall be made which is contrary to the final plan approved by the Supervisors of the Township and the provisions of the applicable Township Ordinances as from time to time constituted.

**Section 8.2** No construction, including excavation or site preparation, shall begin upon any unit nor shall any major alterations be made to the exterior of any existing building, until the plans and specifications showing size, shape, floor plans, materials, colors, location, elevations and disposition of fill shall have been submitted to and approved by Declarant, or its successors in title or designated representatives. All such plans shall have been prepared by and bear the seal of a registered architect or engineer. The intent of such approval is to insure that all structures at said Community shall exist in general harmony and character with each other and the topography, vegetation and other natural features.

**Section 8.3** The following uses and improvements are prohibited or restricted unless hereinafter specifically permitted with the prior approval of Declarant.

(a) No fence, hedge or other continuous obstruction or barrier of like nature shall be erected or maintained unless approved and agreed to by all adjoining property owners and developer provided for herein.

(b) No outside or free-standing T.V., radio, short wave or other similar aerial, dish or antenna shall be erected or maintained.

(c) No trailer, tent, recreational vehicle, out building or structure of a temporary nature shall be used as a residence and no trailer, recreational vehicle, boat or unused vehicle or equipment shall be parked or stored on any lot except while such vehicle or equipment is engaged in performing work on said unit.

(d) No commercial or business type vehicle or equipment shall be parked on the lot except when performing work or making a delivery.

**Section 8.4** No unit shall be used other than for residential purposes, and no trade, business, professional or industrial use of any kind or character shall be permitted, operated or maintained on any lot, living unit or structure thereon.

**Section 8.5** The sale or removal of topsoil from any lot or common open space is prohibited.

**Section 8.6** The use of motorbikes and minibikes shall not be permitted, except duly licensed motorcycles maybe used on the roads for the purpose of normal transportation to and from the premises.

**Section 8.7** No grading, landscaping or excavation or driveway installation shall be constructed on any lot in a manner that burdens, damages or interferes with the abutting property or streets.

**Section 8.8** All restrictions provided for herein shall be in addition to any restrictions contained in Township ordinances, rules or regulations, and in all events in the case of conflict between such rules and regulations and the restrictions provided for herein the most stringent of the two shall apply.

**Section 8.9** No sign, notice, advertisement or illuminated message shall be exposed in any window or attached to the exterior of any unit or other portion of the lot, except usual identifying signs of the occupants of the units, directional signs or like signs permitted by the Association or the appropriate Township ordinances.

**Section 8.10** Each living unit owner will facilitate the removal of snow from all streets and parking areas by removing his vehicle from such area or locating the same so that the area may be cleared in the most expeditious manner.

**Section 8.11** No electrically amplified sounds shall be directed from any living unit or property at a noise level which interferes with the peaceful enjoyment of the other living units by the occupants. Similar consideration and restraint will be exercised with regard to the noise level within the living units.

**Section 8.12** No motor vehicle with a modified or faulty muffler or exhaust system which permits a noise level of an excess of 50 DB NL shall enter or be maintained with the properties.

**Section 8.13** No fireworks, fire crackers and similar pyrotechnics shall be permitted. The Association may allow the exploding of such fireworks on appropriate holidays in the more remote areas of the property if permitted by the applicable laws.

**Section 8.14** The restrictions as set forth in Sections 8.2 and 8.12 shall not be applicable or enforced during the initial period of construction and improvement of the Properties by Declarant, or its successors and assigns.

## ARTICLE 9

**Section 9.1** Except as otherwise provided in Article 5, these covenants and restrictions shall run with the land and remain in effect for a period of forty (40) years hereof. They shall without further action expire at that time except in the event that the Association by a majority vote of its members elects to continue and extend the same for additional periods not to exceed ten (10) years each. Such extension shall be made by written statement executed by the proper officers of the Association and recorded in the Recorder of Deeds Office in Chester County referring to the within restrictions and covenants, and notice shall be given to the Township. In

the event the Association is not then operating, then such extension may be made by the successor in interest in such Association. The method of voting by such Association or successor shall be as set forth in the By-Laws or other rules applicable at the time. In the event that neither the Association nor any successor in existence at any of the times provided for herein for such extension, an extension may be made by a majority vote of the owners of the lots within the development. A document showing the vote to extend such covenants shall be executed by the person making the account thereof, duly acknowledged and recorded in the Recorder of Deeds Office in Chester County referring to the covenants and restrictions.

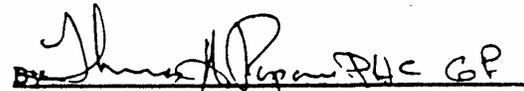
**Section 9.2** Severability. If any portion of these covenants and restrictions be deemed to be invalid by Court or other authority which has jurisdiction, such invalidity shall in no way affect the other provisions which will remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**Witness:**

Debra A. Murray

**T.J.E.M. ASSOCIATES, L.P.**

By  Partner

STATE OF *New Jersey* :  
COUNTY OF *Burlington* : ss

On this *30<sup>th</sup>* day of *March*, 199~~2~~<sup>3</sup>, before me, a notary public, duly commissioned in and for said County and State, personally appeared *Thomas Paparone* who acknowledged himself to be a partner of T.J.E.M. Associates, L.P., and that he as such partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal the day and year first above mentioned.

*Debra A. Murray*

DEBRA A. MURRAY  
Notary Public of Burlington County  
My Commission Expires March 30, 1994

**FIRST AMENDMENT TO DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR THE RESERVE AT CHADDS FORD**

**Birmingham Township, Chester County, Pennsylvania**

THIS FIRST AMENDMENT is made by Thornbury Knoll, L.P., successor Declarant to T.J.E.M. Associates, L.P. and The Reserve at Chadds Ford Community Association (“Association”).

**BACKGROUND**

WHEREAS, T.J.E.M. Associates, L.P. was the Declarant for a certain tract of ground situate in Birmingham Township, Chester County, Pennsylvania as more particularly described in Exhibit “A” to the Declaration of Covenants and Restrictions for the Reserve at Chadds Ford (“Declaration”) which was recorded in the Office of the Recorder of Deeds in and for Chester County in Record Book 3535 at Page 609 on April 6, 1993. By assignment dated April 8, 1993, and recorded in Record Book 3537 at Page 1986 TJEM Associates, L.P. assigned all of its right, title and interest as Declarant under the Declaration to Thornbury Knoll, L.P.

On November 27, 1991 T.J.E.M. Associates, L.P. entered into an Agreement and Stipulation with Brandywine Conservancy with respect to The Reserve at Chadds Ford (“Agreement”) The Agreement was subsequently amended by the First Amendment to Agreement and Stipulation with respect to the Reserve at Chadds Ford dated August 21, 1995, which was recorded on September 29, 1995 in Chester County in Book 3944 at Page 749.

**AMENDMENT**

In accordance with said Agreement, as amended, and the resolution of the Association adopted at its meeting on June 1, 1995, the successor Declarant and the Association hereby amend the Declaration with respect to the Common Properties (as that term is defined in the Declaration, which Common Properties are referred to below as the “Open Space”) by adding the following provision to Section 5. 1 of the Declaration:

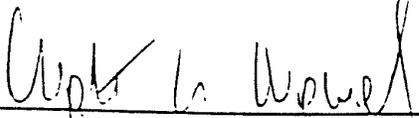
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The Association shall have all necessary authority, and the obligation, to take such reasonable steps as may be necessary to preclude the occurrence of any activities or conduct in the Open Space that would impair the screening capabilities of, or would result in the cutting and removal of, or other damage to, trees and understory vegetation in any protected woodlands area located in the Open Space. The Open shall specifically include all trees and screening vegetation planted along Route 100 and Masters Way pursuant to a certain landscape plan entitled “Landscape Plan – Reserve at Chadds Ford” prepared by Eastern States Engineering, Inc., sheet 1 of 1, (Drawing No. LSBASINI.DWG), dated July 10 1995, last revised August 8, 1995.

[hereinafter the “Landscape Restoration Plan”], which Landscape Restoration Plan shall supersede and replace sheet 21 of 27 of that certain plan entitled “Plan Made For TJEM Associates” prepared by Yerkes Associates, Inc. dated January 8, 1990 (sheet 21 having been last revised April 30, 1992) and recorded in Chester County as Plan Sheet No. 12020. The foregoing is subject to the qualification that the Association shall not be required to undertake any extraordinary measures or incur any expense, including, without limitation, incurring the cost of chemical treatments or other affirmative, protective action with respect to the prevention or eradication, of diseases or harmful pests or insects. The Brandywine Conservancy, Inc. (“Conservancy”) shall have the right, after first giving the Association at least thirty (30) days prior written notice (or reasonable notice in the case of an emergency) of the Conservancy’s intention to take action, to come upon the Open Space to assure that the Association has carried out its obligations with respect to the protection of woodlands areas in the Open Space and shall have the right, in the absence of any affirmative action taken by the Association, to undertake measures intended to prevent or eradicate disease or harmful pests or insects or to protect the health or screening capabilities of trees and understory vegetation in the protected woodland areas, so long as the expense thereof is borne solely by the Conservancy and so long as the Conservancy provides the Association with such assurances and protections as to health, safety and expense as the Association may reasonably require.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 7th day of January, 1997.

Attest:

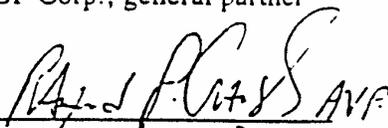
  
Secretary

Attest:

  
Secretary

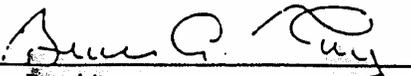
THORNBURY KNOLL, L.P.

By: Toll PA GP Corp., general partner

By:   
Print Name: RAYMOND P. GRACIE  
Print Title: ASST. VICE PRESIDENT

THE RESERVE AT CHADDS FORD  
COMMUNITY ASSOCIATION

(also previously referred to erroneously  
as The Reserve at Chadds Ford  
Homeowners Association)

By:   
President

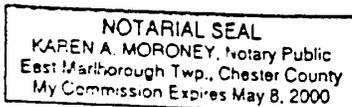
COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF :

On this 7<sup>th</sup> day of January, 1997, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Raymond P. Gamble who acknowledged himself to be the <sup>AS2112</sup>President of Toll PA GP Corp., and who, being duly authorized to do so, executed the foregoing instrument in the name of Toll PA GP Corp., for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Karen A. Moroney  
Notary Public

My Commission Expires:



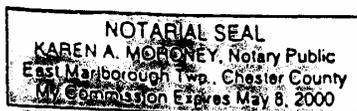
COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF :

On this 7<sup>th</sup> day of January, 1997, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Bruce Gay who acknowledged himself to be the President of THE RESERVE AT CHADDS FORD COMMUNITY ASSOCIATION, and who, being duly authorized to do so, executed the foregoing instrument in the name of The Reserve at Chadds Ford, for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Karen A. Moroney  
Notary Public

My Commission Expires:



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