

MEADOW BRANCH

DOWNES SECTION IV

Attached please find the Declaration for the Downs IV. The Downs IV is a part of Early's Green and is being added to Early's Green Subdivision, which is recorded in Deed Book 271, Page 0445.

Due to the lots being larger, the monthly Homeowners' Association Fees will be adjusted accordingly. This adjustment reflects all homeowners having access to the pool.

The Policies and Restrictions (also attached) for the Downs IV gives a brief summary for a purchaser or builder in the construction of a house in Meadow Branch.

Meadow Branch Development Company, Inc.

Post Office Box 2470 Winchester, Virginia 22604 (703) 722-3800

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DECLARATION FOR
EARLY'S GREEN

THIS DECLARATION made as of August 10, 1995 by and between MEADOWBRANCH MEWS, INC., a Virginia corporation, the Grantor, hereinafter "Declarant"; THOMAS M. DICKINSON, JR., party of the second party, hereinafter "Sole Acting Trustee"; F & M Bank - Winchester, party of the third part, hereinafter "Beneficiary"; and Dorothy M. Fleming, hereinafter party of the fourth part.

WITNESSETH:

WHEREAS, the Declarant owns in fee simple the real estate designated as Submitted Real Estate and being the 6.8005 acre parcel of land described as Phase 3 (Revised) on the final plat of Early's Green consisting of sheets 1 through 7, made by Douglas C. Legge, L. S., dated August 7, 1995, attached hereto as Exhibit A, and desires to subject that real estate to covenants, restriction, reservations, easements, servitudes, liens and charges, all of which are more particularly hereinafter set forth;

WHEREAS, the Declarant wishes to reserve the right to add as Additional Real Estate that land described as Phases 1-A, 1-B, 1-C, 1-D, 2 and 3 on page 3 of said Exhibit A, and may hereafter decide to subject all or any portion of that Additional Real Estate, pursuant to the provisions of this Declaration, as the same may be amended from time to time;

WHEREAS, the Declarant deems it desirable and in the best interests of all the owners of real estate subject to this Declaration to protect the value and the desirability of such real estate by providing for the development of such real estate in accordance with a common plan and the maintenance of certain shared facilities; and

WHEREAS, the Declarant has caused the Early's Green Homeowners Association, Inc. to be incorporated under the laws of the Commonwealth of Virginia to provide a means for meeting the purposes and intents set forth herein; and

WHEREAS, F & M Bank - Winchester and Thomas M. Dickinson, Jr. are the Beneficiary and Sole Acting Trustee under that certain deed of trust dated October 25, 1990, of record in the Office of the Clerk of the Circuit Court of the City of Winchester, Virginia, in Deed Book 245 at Page 1092, which deed of trust constitutes a lien on the property described in the aforesaid Exhibit A.

NOW, THEREFORE, the Declarant hereby covenants and declares, on behalf of itself and its successors and assigns, that the real estate designated as Submitted Real Estate in Exhibit A hereto shall, from the date this Declaration is recorded, be held, conveyed, acquired and encumbered subject to the terms and provisions hereof, all of which shall run with the land and bind and inure to the benefit of the Association and all Persons who may now or hereafter own or acquire

any right, title, estate or interest in or to any of such real estate, or who may now or hereafter occupy or enter upon any portion thereof, subject to the right of the Declarant or the Association to amend this Declaration to add all or any portion of the Additional Real Estate. The Association accepts the responsibilities and obligations set forth herein.

PART ONE

ARTICLE 1

GENERAL PROVISIONS

Section 1.1. Definitions. Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Act. Capitalized terms used herein shall have the meanings specified for such terms below.

(1) "Additional Real Estate" means the real estate as hereinbefore defined and shown on page 3 of Exhibit A hereto, which the Declarant may submit to this Declaration and to the jurisdiction of the Association pursuant to Section 4.1 hereof.

(2) "Act" means the Virginia Nonstock Corporation Act, Chapter 10 of Title 13.1 of the Code of Virginia (1950), as the same may be amended, supplemented or replaced from time to time.

(3) "Articles of Incorporation" means the Articles of Incorporation for Early's Green Homeowners Association, Inc., filed with the Virginia State Corporation Commission, as amended from time to time.

(4) "Assessments" means the sums levied against the Lots to pay Common Expenses as provided in Article 6 hereof. Assessments include Annual Assessments, Additional Assessments, Individual Assessments and Special Assessments (Assessments levied pursuant to Section 55-514 of the Virginia Property Owners' Association Act, Chapter 26 of Title 55 of the Code of Virginia (1950), as amended.

(5) "Association" means Early's Green Homeowners Association, Inc. and, with respect to the rights and obligations of the Association set forth in this Declaration, its successors and assigns.

(6) "Association Documents" means collectively, the Articles of Incorporation, this Declaration, Supplementary Declarations, and the Bylaws, as amended from time to time. Any exhibit, schedule, certification or amendment to an Association Document is an integral part of that document.

(7) "Board of Directors" or "Board" means the executive and administrative entity established by Article 5 of the Articles of Incorporation as the governing body of the Association.

(8) "Builder" means a Person who in the regular course of business purchases Lots or raw land solely for the purpose of constructing improvements for resale or rental.

(9) "Bylaws" means the Bylaws of the Association, as amended from time to time.

(10) "Common Area" means, at any given time, all of the Property, other than Lots, then owned or leased by the Association or otherwise available to the Association for the benefit, use and enjoyment of the Owners; provided, however, that real estate is not Common Area solely because it is burdened by an easement for utilities, landscaping, storm water management or signage, or dedicated as a public street or roadway even though the Association may maintain such areas.

(11) "Common Expenses" means all expenditures lawfully made and incurred on behalf of the Association, together with all funds determined by the Board of Directors to be necessary for the creation and maintenance of reserves pursuant to the provisions of the Association Documents. Except when the context clearly requires otherwise, any reference to Common Expenses includes Limited Common Expenses. "Limited Common Expenses" means expenses incurred by the Association and benefiting one or more but less than all of the Lots pursuant to Section 6.2(a) (2) hereof. Except when the context clearly requires otherwise, and reference to Common Expenses includes Limited Common Expenses and Recreational Facilities Expenses.

a) "Limited Common Expenses" means expenses incurred by the Association and benefiting one or more but less than all of the Lots pursuant to Section 6.2 (a) (2) hereof.

b) "Recreational Facilities Expenses" means expenses, incurred by the Association for the management and upkeep of and insurance for the Recreational Facilities and such amounts as the Board of Directors may determine to be necessary to create reserves for the repair and replacement of the Recreational Facilities.

(12) "Community Trails" means the paths and trails which may be constructed by the Declarant across Common Area, which, if constructed, shall be maintained by the Association for the use of all Owners.

(13) "Covenants Committee" means the committee that may be established by the Board of Directors pursuant to Article 9 hereof to (a) assure that the Property shall be maintained in a manner consistent with the purposes and intents of this Declaration, (b) review proposed initial construction of any structure on the Property as set forth in Subsection 9.1(f) hereof, and (c) review proposed visible additions, alterations or modifications to the exterior of existing structures on the Property as set forth in Subsection 9.1(g) hereof.

(14) "Declarant" means Meadowbranch Mews, Inc., a Virginia corporation. The Declarant may unilaterally assign the declaration rights it is entitled to exercise, pursuant to Section 5.2 hereof. Following recordation of an instrument assigning to another Person some or all of the rights reserved to the Declarant under the Association Documents, pursuant to Section 5.2 hereof, the term "Declarant" shall mean that assignee in addition to or in substitution of Meadowbranch Mews, Inc., a Virginia corporation.

(15) "Declarant Control Period" means the period ending on the earlier of: (1) the later of (i) the tenth anniversary of the date of recordation of the Declaration or (ii) the fifth anniversary of the date of recordation of the most recent Supplementary Declaration adding Additional Real Estate (provided, however, that once the Declarant Control Period has expired, the recordation of a subsequent Supplementary Declaration shall not reinstate the Declarant Control Period; and provided, further, that if the Declarant is delayed in the improvement and development of the Property due to a sewer, water or building permit moratorium or other cause or event beyond the Declarant's control, then the aforesaid period shall be extended for the period of the delay or three years, whichever is less); (2) the date the number of votes of Class A members equals the number of votes of the Class B member; or (3) the date specified by the Declarant in a written notice to the Association that the Declarant Control Period is to terminate on that date.

(16) "Declaration" means this Declaration For Early's Green made by the Declarant and recorded among the Land Records. The term Declaration shall include: (i) all amendments to the Declaration amending the provisions herein pursuant to Article 14 hereof; and (ii) except when the context clearly requires otherwise, Supplementary Declarations submitting Additional Real Estate to the terms of the Declaration and the jurisdiction of the Association.

(17) "Design Standards" means the standards developed for the Property by the Covenants Committee pursuant to Article 9 hereof, and any standards established by the Declarant during the Declarant Control Period.

(18) "Development Period" means the period of time that the Developer or Builders are engaged in development or sales, or activities related thereto, anywhere on the Property or the Additional Real Estate. When all the real estate described as Submitted and Additional Land herein and on Exhibit A to the Declaration or any amendment thereto has been conveyed to Owners other than the Declarant or a Builder then the Development Period shall end.

(19) "Land" means, at any given time, the real estate then subject to the Declaration (including Lots and Common Area), but does not include improvements or appurtenances thereto.

(20) "Land Records" means the land records of the City of Winchester, Virginia, the jurisdiction in which the Property and the Additional Real Estate is located.

(21) "Limited Common Area" means a portion of the Common Area designated by the Declarant pursuant to Section 3.10 hereof for the exclusive use of the Owners of one or more but less than all of the Lots.

(22) "Lot" means a portion of the Property designated as a separate subdivided lot of record (but not including the real estate designated as Common Area and owned by the Association) on a plat of subdivision, resubdivision or consolidation or boundary line adjustment of a portion of the Property recorded among the Land Records or any plot of real estate held in separate ownership, and includes any improvements now or hereafter appurtenant to that real estate.

(23) "Majority Vote" means a simple majority (more than fifty percent) of the votes entitled to be cast by members present in person or by proxy at a duly held meeting of the members at which a quorum is present. Any vote of a specified percentage of members means that percentage with respect to the total number of votes entitled to be cast by members present in person or by proxy at a duly held meeting at which a quorum is present. Any vote by a specified percentage of the Board of Directors (or the Covenants Committee) means that percentage with respect to votes entitled to be cast by directors (or Covenants Committee members) present at a duly held meeting of the Board (or Committee) at which a quorum is present. Any vote of or approval by a specified percentage of the Mortgagees means a vote of or approval by the Mortgagees of Lots on the basis of one vote per Lot.

(24) "Mortgagee" means an institutional lender (one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts, including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any combination of any of the foregoing entities) holding a first mortgage or first deed of trust ("Mortgage") encumbering a Lot which has notified the Board of Directors of its status and requested all rights under the Association Documents. Only for the purpose of the notice and inspection rights in Articles 13, 14 and 15 hereof, the term "Mortgagee" shall also include the Department of Veterans Affairs (VA), the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Federal National Mortgage Association, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity, if such entity is participating in purchasing, guarantying or insuring Mortgages on Lots and the Board of Directors has notice of such participation.

(25) "Officer" means any Person holding office pursuant to Article of the Bylaws.

(26) "Owner" means one or more Persons who own a Lot in fee simple, including contract sellers, but does not mean any Person having an interest in a Lot solely by virtue of a contract or as security for an obligation.

(27) "Person" means a natural person, corporation, partnership, association, limited liability company, trust or other entity capable of holding title to real estate or any combination thereof.

(28) "Phase" or "Section" means a portion of the Property designated as provided in Section 4.3 hereof. The Phase number shall be the subdivision section number which is stated in the Supplementary Declaration.

(29) "Private Streets and Roadways" means all streets, roadways, sidewalks, curbs, gutters and parking areas which are part of the Common Area, but not including streets and roadways dedicated to public use by a plat or deed of dedication.

(30) "Property" means, at any given time, the real estate then subject to the Declaration (including Lots and Common Area) and includes all improvements and appurtenances thereto now or hereafter existing.

(31) "Recreational Facilities" means the swimming pool, associated community buildings, a sheltered picnic area with outdoor grill, horseshoe pit, and open play area, trails and related recreation facilities.

(32) "Reserved Common Area" means a portion of the Common Area for which the Board of Directors has granted a revocable license for exclusive use pursuant to Section 3.10(a) hereof.

(33) "Rules and Regulations" means the rules and regulations governing the use, occupancy, operation and physical appearance of the Property adopted from time to time by the Board of Directors.

(34) "Submitted Real Estate" means the real estate as hereinbefore defined and shown on Exhibit A hereto and all real estate which is from time to time submitted to the Declaration.

(35) "Supplementary Declaration" means an amendment to the Declaration submitting Additional Real Estate or real estate submitted by the Association pursuant to Section 4.2 hereof to the terms of this Declaration and subjecting such real estate to the jurisdiction of the Association, whether or not such Supplementary Declaration contains additional provisions reflecting the unique characteristics of the real estate being added, pursuant to Article 4 hereof.

(36) "Upkeep" means care, inspection, maintenance, operation, repair, repainting, remodelling, restoration, improvement, renovation, alteration, replacement and reconstruction.

Section 1.2. Construction of Association Documents.

(a) Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the document or any provision thereof.

(b) Pronouns. The use of the masculine gender shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

(c) Severability. Each provision of an Association Document is severable from every other provision, and the invalidity of any one or more provisions shall not change the meaning of or otherwise affect any other provision. To the extent that any provision of the Association Documents is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent practicable, the provision shall be enforced.

(d) Interpretation. If there is any conflict between the Association Documents, the Declaration and thereafter the applicable supplementary declaration shall control, except as to matters of compliance with the Act, in which case the Articles of Incorporation shall control. Particular provisions shall control general provisions, except that a construction consistent with the Act shall in all cases control over any construction inconsistent therewith. The provisions of the Bylaws shall control over any conflicting provision of any rule, regulation or other resolution adopted pursuant to any of the Association Documents.

(e) Complementarily of Association Documents and Incorporation by Reference. The Association Documents shall be construed together and shall be deemed to incorporate one another. Any requirements as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the others. Any provision of any Association Document referenced in any other Association Document with the intent to incorporate the provisions of the Association Document into the other Association Document shall be deemed incorporated therein, as if set forth in full.

Section 1.3. The Association.

(a) Creation. The Association is a nonstock corporation organized and existing under the laws of the Commonwealth of Virginia, charged with the duties and vested with the powers prescribed by law and set forth in the Association Documents.

(b) Membership. Members of the Association shall at all times be, and be limited to, the Declarant (during the Development Period) and the Persons who constitute Owners of the Lots. If more than one Person owns a Lot, then all of the Persons who own such Lot shall collectively constitute one Owner and shall be one member of the Association. Each such Person is entitled to attend all meetings

of the Association. Membership in the Association is mandatory and transfers automatically with ownership of a Lot.

Upon acquiring title to a Lot, each new Owner shall immediately give written notice to the Secretary stating the name and address of such new Owner and the number or address of the Lot. If the new Owner fails to give the Secretary such notice within thirty days after acquiring title to such Lot, then reasonable record keeping costs incurred by the Association may be assessed against such Owner pursuant to Subsection 12.1(a) hereof.

(c) Classes of Members; Voting Rights. The Association shall have the following classes of members:

The Class A members shall be the Owners of Lots, other than the Declarant, and shall have one vote for each such Lot upon the earlier of: (1) conveyance of such Lot to an Owner other than the Declarant or a Builder or (2) initial occupancy of the dwelling unit located upon such Lot.

The Class B member shall be the Declarant. The Declarant shall have 144 votes (a number equal to one and one-half times the total number of Class A votes projected when the Submitted Real Estate and the Additional Real Estate are fully developed) less the number of votes held by the Class A members when a vote is taken. If the Declaration is amended from time to time to include additional real estate that was not originally described as Submitted and Additional Land on Exhibits A when the Declaration was recorded, the number of votes of the Class B member described above shall be increased by one and one-half times the number of Class A votes that would be appurtenant to any Lots created on such real estate if such real estate were fully developed under the applicable zoning regulations and submitted to the Declaration.

When all the real estate described as Submitted and Additional Land on Exhibit A of the Declaration or any amendments thereto has been conveyed to Owners other than the Declarant or a Builder, the Class B membership shall expire.

(d) Board Authority to Act. Unless otherwise specifically provided in the Act or the Association Documents, all rights, powers, easements, obligations and duties of the Association may be performed by the Board of Directors on behalf of the Association.

ARTICLE 2

COMMON AREA

Section 2.1. Conveyance; Title. The Declarant shall convey the Common Area in each Phase or Section of the Property to the Association in fee simple released from any encumbrance securing the repayment of monetary obligations incurred by the Declarant, but subject to all easements and other encumbrances then of record (including those created by this Declaration). The Common Area in each Phase or Section of development shall be conveyed to the Association before the

conveyance of any Lot in such Phase or Section to an Owner other than the Declarant or a Builder. The Association shall accept title to any real estate or personal property offered to the Association by the Declarant.

Section 2.2. Regulation of Common Area. The Board of Directors shall have the right to regulate use of the Common Area pursuant to Section 8.3 hereof and to charge fees for the use thereof.

Section 2.3. Improvements on Common Area. After the initial improvement and conveyance of any Common Area to the Association, the Declarant may, but is not obligated to, construct additional improvements on the Common Area for the benefit of the Property, pursuant to the easements in Section 3.1 hereof. No funds collected by the Association shall be used to offset the expenses of development of the Property in accordance with the development plan approved by the appropriate governmental agencies. However, the Owners may approve funds to construct additional improvements on the Common Area in accordance with Section 7.4 hereof.

Section 2.4. Boundary Adjustments. The Board of Directors has the power at any time or times, consistent with the then existing zoning or subdivision ordinances of the applicable governmental authority, and pursuant to a recorded subdivision, resubdivision or boundary-line adjustment plat, to transfer part of the Common Area to or at the direction of the Declarant for the purpose of adjusting Lot lines or otherwise in connection with the orderly subdivision and development of the Property; provided, however, that: (i) such transfer shall not reduce the portion of the Property designated as "open space" below the minimum level of "open space" required in the subdivisions comprising the Property at the time of the transfer; (ii) the Declarant shall transfer to the Association as "open space" such portion of the Property as is necessary to maintain the total acreage designated as "open space" at that level existing at the time of the transfer; (iii) the appropriate governmental authorities approve such Lot line adjustments; and (iv) documents showing each such Lot line adjustment are submitted to the Veterans Administration, if the Veterans Administration is guarantying a Mortgage on a Lot affected by the adjustment or the Federal Housing Administration, if the Federal Housing Administration is insuring a Mortgage on a Lot affected by the adjustment.

ARTICLE 3

EASEMENTS

Section 3.1. Development Easements.

(a) Easements Reserved to the Declarant.

(1) Easement to Facilitate Development. The Declarant hereby reserves to itself and its successors and assigns a nonexclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of improvements on the Property, including without

limitation: (i) temporary slope and construction easements; (ii) drainage, erosion control, and storm and sanitary sewer easements (including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar actions reasonably necessary; provided, however, that thereafter the Declarant shall restore the affected area as near as practicable to its original condition); (iii) easements for the storage (in a sightly manner) of reasonable supplies of building materials and equipment necessary to complete the improvements; and (iv) easements for the construction, installation and Upkeep of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on the Property or reasonably necessary to serve the Property.

(2) Easement to Facilitate Sales. The Declarant hereby reserves to itself and its successors and assigns the right to: (i) use any Lots owned or leased by the Declarant, any other Lot with the written consent of the Owner thereof or any portion of the Common Area (including any improvement) as models, management offices, sales offices, a visitors' center, construction offices, customer service offices or sales office parking areas (provided, however, that the Declarant shall remain responsible for the operating expenses of any portion of the Common Area used for the foregoing purposes); (ii) place and maintain in any location on the Common Area and on any Lot (for a distance of ten feet behind any Lot line which parallels a public or private street) street and directional signs, temporary promotional signs, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features; provided, however, that all signs shall comply with applicable governmental regulations and the Declarant shall obtain the consent of the Owner of any affected Lot or of the Covenants Committee if the Owner does not consent; and (iii) relocate or remove all or any of the above from time to time at the Declarant's sole discretion.

(3) Easement for Utilities and Related Services.

(i) A non-exclusive blanket easement is hereby granted over and through the Property for ingress, egress, installation and Upkeep of the equipment for providing to any portion of the Property or the adjacent real estate any utilities, including without limitation water, sewer, drainage, gas, electricity, telephone and television service, whether public or private; such easement is hereby granted to any Person providing, installing or providing Upkeep for the aforesaid services. Any pipes, conduits, lines, wires, transformers and any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated only where permitted by the Declarant, where contemplated on any site plan approved by the Declarant or where approved by resolution of the Board of Directors. Such utilities or services may be installed above ground during periods of construction if approved by the Declarant. The Person installing or providing Upkeep of the utility or service shall use such Person's best efforts to install or provide Upkeep without disturbing the Owners, shall complete all installation or Upkeep as promptly and expeditiously as possible, and shall restore the surface to substantially its original condition as soon as possible.

(ii) If the Person installing the utility or service covered by the general easement herein created requests a specific easement by separate recordable document, then the Declarant hereby reserves to itself, and its successors and assigns and also grants to the Association, the right to grant and reserve such specific easements, rights-of-way and licenses over and through: (1) the Common Area; (2) any real estate conveyed to a Builder prior to subdivision into individual Lots; and (3) any Lot within ten feet of any boundary line of a Lot (except that no easements may be granted which run under existing dwelling units) for the installation and Upkeep of the equipment for providing to any portion of the Property or adjacent real estate any utilities, including without limitation water, sewer, drainage, gas, electricity, telephone and television service, whether public or private, or for any other purpose necessary or desirable for the orderly development of the Property or for the benefit of adjacent real estate.

(4) Dedications and Easements Required by Governmental Authority. The Declarant hereby reserves to itself and its successors and assigns the right to make any dedications and to grant any easements, rights-of-way and licenses required by any government or governmental agency over and through all or any portion of the Common Area owned in fee simple by the Association.

(5) Landscaping Easement Across Lots. The Property is subject to landscape and buffer easements. These easements shall be for the purpose of construction, installation, irrigation and maintenance of landscaping features, including without limitation plants, trees and earth berms and other earth contouring and for the mowing of lawns, and shall include access as necessary to perform such tasks. The Owner of a Lot burdened by a specific landscaping or buffer easement as shown on the plats of the subdivision shall not construct any improvements within the easement without the permission of the Declarant, during the Declarant Control Period, or the Association thereafter. All costs of maintaining these easements, including mowing, shall be a common expense.

(6) Storm Water Management Easement. The Declarant hereby reserves to itself and its successors and assigns an easement and the right to grant and reserve easements over and through each Lot and the Common Area for the construction and Upkeep of storm water management facilities, including storm water retention areas. The Declarant shall also have the right to allow adjacent properties to tie their storm water management facilities into the storm water management facilities for the Property; provided, however, that the owners of such adjacent properties agree to bear a portion of the expense of Upkeep for the storm water management facilities for the Property in such amount as may be deemed appropriate by the Declarant.

(7) Easement to Correct Drainage. The Declarant reserves to itself and its successors and assigns an easement over, through and under the ground within each Lot and the Common Area to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected

property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

(b) Additional Real Estate. To the extent real estate not owned by the Declarant is subjected to the Declaration, the owner of such real estate shall be deemed to have granted the easements and rights set forth in this section.

(c) Further Assurances. Any and all conveyances of Submitted Real Estate are subject to the reservations, easements and rights-of-way granted or reserved hereby. Upon written request of the Declarant, the Association and each Owner shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of these reservations of rights and easements as may be requested.

(d) Duration and Assignment of Development Rights. The Declarant shall be entitled to the rights, powers and easements granted under this section during the Development Period. The Declarant may assign its rights under this Article to, or may share such rights with, one or more other Persons, exclusively, simultaneously or consecutively with respect to the Common Area or Lots owned by such designees.

Section 3.2. Association Power to Make Dedications and Grant Easements. The rights, powers and easements reserved to the Declarant by Paragraphs 3.1(a)(2)(ii) and (iii), (3), (5), (6) and (7) hereof are also hereby granted to the Association. These rights, powers and easements may be exercised by the Association, subject to Section 14.4 hereof; provided, however, that the limitations on duration applicable to the Declarant shall not apply to the Association. If the Declarant or any Owner requests the Association to exercise its powers under this section, the Association's cooperation shall not be unreasonably withheld, conditioned or delayed.

Section 3.3. Easement for Upkeep.

(a) Association Access. A right of access over and through any portion of the Property (excluding any occupied dwelling) is hereby granted to the Association and any other Person authorized by the Board of Directors, in the exercise and discharge of their respective powers and responsibilities, including without limitation to make inspections, to correct any condition originating in a Lot or in the Common Area threatening another Lot or the Common Area, to correct drainage, to perform installations or Upkeep of utilities, landscaping or other improvements located on the Property for which the Association is responsible for Upkeep, or to correct any condition which violates the Association Documents. The agents, contractors, Officers and directors of the Association may enter any portion of the Property (excluding any occupied dwelling) in order to utilize or provide for the Upkeep of the areas subject to easements granted in this Article to the Association. Each Owner shall be liable to the Association for the cost of all Upkeep performed by the Association and rendered necessary by any act, neglect, carelessness or failure to comply with the Association Documents for which such Owner is responsible

pursuant to Section 12.1 hereof, and the costs incurred by the Association shall be assessed against such Owner's Lot in accordance with subsections 6.2 and 12.1 hereof.

(b) Declarant Access. Until the expiration of any applicable warranty period, the Declarant hereby reserves to itself and its successors and assigns a right of access over and through the Property (including any improvement) to perform warranty-related work within the Common Area or the Lots. The Declarant may assign its rights under this subsection to, or share such rights with, one or more other Persons, exclusively, simultaneously or consecutively. This paragraph shall not be construed to create any warranties.

(c) Entry into Improvements. If entry to an improvement is required by any Person pursuant to this section, a request for entry shall be made in advance and such entry shall be made, to the extent practicable, at a time reasonably convenient to the Owner. In case of an emergency, however, such right of entry to any improvement shall be immediate.

Section 3.4. Limitations on Exercise of Rights and Easements.

(a) These easements are subject to all other easements and encumbrances of record (including those created by this Declaration).

(b) The Declarant or the Association, as appropriate, when exercising the rights and easements granted by this Article, shall: (i) give reasonable prior notice to all affected Owners, unless an emergency exists which precludes such notice; (ii) minimize any economic or aesthetic injury to the affected Lots or the Common Area; and (iii) not unreasonably interfere with the affected Owners' use, enjoyment and benefit from such Owners' Lots or the Common Area.

(c) If an easement is relocated, the cost of such relocation shall be paid by the party requesting the relocation.

(d) Any damage resulting from the exercise of the aforesaid rights and easements shall be promptly repaired and the site restored to the extent practicable by the Declarant or the Association, as appropriate, or at the option of the Declarant or the Association, the party responsible for such damage. In either case, the cost of such repair and restoration shall be paid for by the party responsible for the damage.

Section 3.5. Easements for Encroachments. If any improvement on the Property now or hereafter encroaches on any other portion of the Property by reason of (1) the original construction thereof, (2) deviations within normal construction tolerances, or (3) the settling or shifting of any land or improvement, an easement is hereby granted to the extent of any such encroachment for the period of time the encroachment exists. The Owner of the encroaching improvement shall also have an easement for the limited purpose of Upkeep of the encroaching improvement. This easement does not relieve any Owner or any other Person from liability for such Owner's or other Person's negligence or willful misconduct.

Section 3.6. Easement for Support. To the extent that any portion of the Property now or hereafter supports or contributes to the support of any other portion of the Property, the former is hereby burdened with an easement for the lateral and subjacent support of the latter.

Section 3.7. Emergency Access. An easement is hereby granted (1) to all police, fire, ambulance and other rescue personnel over and through all or any portion of the Property for the lawful performance of their functions during emergencies and (2) to the Association over and through all Lots, if emergency measures are required in any Lot to reduce a hazard thereto or to any other portion of the Property. The Association is hereby authorized but not obligated to take any such measures.

Section 3.8. Easement for Use of Common Area.

(a) Use and Enjoyment. Each Owner and each Person lawfully occupying a Lot is hereby granted a non-exclusive right and easement of use and enjoyment in common with others of the Common Area (except to the extent limited by the designation of Limited Common Area or Reserved Common Area). Such right and easement of use and enjoyment shall be appurtenant to each Lot, whether or not mentioned in the deed thereto. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such rights and easements are appurtenant shall be void.

(b) Vehicle and Pedestrian Access.

(1) Submitted Real Estate. Each Owner and each Person lawfully occupying a Lot is hereby granted a non-exclusive easement over all streets, walks and paths on the Common Area (including the Common Area located within Lots) for the purpose of vehicular and/or pedestrian access, ingress and egress, as appropriate, to any portion of the Property to which such Person has the right to go, subject to any Rules and Regulations promulgated by the Association pursuant to Section 8.3 hereof. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such right and easement are appurtenant shall be void. Each Owner and each Person lawfully occupying a Lot is also hereby granted a non-exclusive easement for egress and ingress over the Common Area to the extent necessary to provide vehicle and pedestrian access to such Lot. Such easement for ingress and egress shall not be extinguished by termination of the Declaration or conveyance of the Common Area unless alternative access is provided, if necessary, and the Owner of the Lot consents in writing to the termination of the easement.

(2) Additional Real Estate. During the Development Period, the Declarant also reserves to itself and its successors and assigns the right to grant to each Person lawfully occupying a portion of the Additional Real Estate a non-exclusive easement over all streets, walks and paths on the Common Area, as may be necessary for vehicular and/or pedestrian ingress and egress across such Common Area from a public right-of-way to any portion of the Additional Real Estate that would not otherwise have access to a public right-of-way; provided,

however, that the Person benefiting from such easement agrees to bear a portion of the expenses of Upkeep for the access roads in such amounts as may be determined by the Declarant.

(c) Recreational Facilities. Each Owner and each person purchasing a membership in the Recreational Facilities is hereby granted a non-exclusive right of use and enjoyment in common with others of the Recreational Facilities and a right of access over and through the Common Area to such Recreational Facilities. The rights and easements granted hereby shall be subject to all rights and powers of the Association (in addition to any easements granted or reserved in this Declaration or pursuant to other Association Documents) when exercised in accordance with the applicable provisions of the association documents the person to whom this easement is granted shall pay to the association a fee which the Board of Directors shall determine.

(d) Limitations. The rights and easements of enjoyment created hereby shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to the other Association Documents) to all rights and powers of the Declarant and the Association when exercised in accordance with the other applicable provisions of the Association Documents, including without limitation the Association's rights to regulate the use of the Common Area and to establish reasonable charges therefor, to grant easements across the Common Area and to dedicate and mortgage the Common Area owned in fee simple by the Association.

(e) Delegation. Subject to the Rules and Regulations or such other restrictions as adopted by the Association, any Person having the right to use and enjoy the Common Area may delegate such rights to members of such Person's households, such Person's guests and tenants and to such other Persons as may be permitted by the Association; provided, however, that both the Owner and tenant of a Lot can not use the Recreational Facilities unless a separate membership is purchased.

(f) Additional Real Estate. The Declarant hereby reserves to itself and its successors and assigns the right to grant to each Person lawfully occupying any portion of the Additional Real Estate a non-exclusive right and easement of use and enjoyment in common with others of the Recreational Facilities and shared utilities and a right of access over and through the Common Area to such facilities. The rights and easements granted by the Declarant pursuant to this subsection shall be subject to all rights and powers of the Association, when exercised in accordance with the applicable provisions of the Associated Documents (in addition to any easements granted or reserved in this Declaration or pursuant to other Association Documents). The Persons to whom this easement is granted or the owners association or unit owners association of any planned community or condominium located on the Additional Real Estate shall pay to the Association an annual assessment levied exclusively for a share of the costs of management and Upkeep of the Recreational Facilities or shared utilities and for services and facilities related thereto equal to the amount that would be payable if the Additional Real Estate

were subject to the Declaration or in such greater amount as may be determined by the Declarant.

Section 3.9. Easement for the Benefit of Adjacent Communities. The Declarant reserves to itself and its successors and assigns the right to grant to the residential occupants of adjacent communities the non-exclusive right and easement of use and enjoyment in common with others of the recreational facilities located on the Submitted Real Estate and/or Additional Real Estate; provided that the Grantees of such rights and easements of use and enjoyment shall be subject to reasonable charges for the same.

Section 3.10. Reserved Common Area and Limited Common Area.

(a) Reserved Common Area. The Board of Directors shall have the power in its discretion from time to time to grant revocable licenses in the Common Area owned in fee simple by the Association by designating portions of the Common Area as Reserved Common Area. Such Reserved Common Area shall be subject to such restrictions, reasonable charges and conditions on the use thereof as the Board may deem appropriate. Such Reserved Common Area shall be maintained by the Association or, at the Board's option, by the Persons having the exclusive right to use the Reserved Common Area. Recreational Facilities shall also be deemed to be Reserved Common Area.

(b) Limited Common Area. The Declarant shall be the power, for as long as the Declarant has the right to add Additional Real Estate under Section 4.1 hereof, to restrict portions of the Common Area owned in fee simple by the Association in the nature of an easement for the exclusive use of the Owners of one or more specific Lots by designating such portions of the Common Area as Limited Common Area. The Declarant may either: (1) indicate the locations of the Limited Common Area appertaining to one or more Lots by depicting such Limited Common Area and the Lots to which it is appurtenant on a plat attached as part of a Supplementary Declaration; (2) label a portion of the Common Area as "Common Area that may be assigned as Limited Common Area" on a plat attached as an exhibit to a Supplementary Declaration and thereafter assign such Limited Common Area to one or more specific Lots by unilaterally amending the Supplementary Declaration to indicate the assignment depicting the Limited Common Area being assigned and the Lots to which it is appurtenant; or (3) otherwise indicating that such Common Area is Limited Common Area in a Supplementary Declaration or any amendment thereto. The Declarant shall not, however, designate Common Area as Limited Common Area or Common Area that may be assigned as Limited Common Area after such Common Area has been conveyed to the Association.

ARTICLE 4

DEVELOPMENT OF THE PROPERTY

Section 4.1. Expansion by the Declarant. The Declarant hereby reserves an option until the tenth anniversary of the date of recordation of this Declaration to expand the Property from time to time without the consent of any Owner or Mortgagee by submitting all or any portion of the Additional Real Estate to the provisions of this Declaration and the jurisdiction of the Association whether or not such real estate is owned by the Declarant. The option to expand may be terminated only upon the recordation by the Declarant of an instrument relinquishing such option. The Declarant reserves the unilateral right without the approval of the Owners or Mortgagees to execute and record Supplementary Declarations, subjecting any Lot to such additional covenants and restrictions as may be necessary to reflect the different characteristics of such Lot as are not inconsistent with the overall scheme of the Declaration; provided, however, that the Declarant shall not have such right after the conveyance of such Lot to an Owner other than the Declarant without the written consent of such Owner. The Declarant may add Additional Real Estate in accordance with the procedures set forth in Section 4.3 hereof. There are no limitations on the option to expand except as set forth in this Article.

Section 4.2. Expansion by the Association. With the written consent of the fee simple owner (if not the Association) and any mortgagee or holder of a deed of trust on such real estate, a Sixty-seven Percent Vote of the members or the written approval of members entitled to cast sixty-seven percent of the total number of votes and the written consent of the Declarant during any period that the Declarant has the right to add Additional Real Estate under Section 4.1 hereof, the Association may submit any real estate located immediately adjacent to the Property or across a public right-of-way from the Property to the provisions of this Declaration and the jurisdiction of the Association, in accordance with the procedures set forth in Section 4.3 hereof.

Section 4.3. Procedure for Expansion. The Declarant or the Association, as appropriate, may record one or more amendments to the Declaration ("Supplementary Declarations") submitting the real estate described therein to this Declaration and to the jurisdiction of the Association. Each Supplementary Declaration shall include a legally sufficient description of the real estate added and shall designate such real estate with the term "Phase" or "Section" followed by a unique identifier so as to differentiate between each Phase or Section of the Property. Any amendment or Supplementary Declaration may contain such additions to the provisions in this Declaration as may be necessary to reflect the different character of the Additional Real Estate and as are not inconsistent with the overall scheme of this Declaration; provided, however, that such additions shall not apply to any real estate previously submitted to this Declaration after conveyance of a Lot to an Owner other than the Declarant without the written consent of the Owner of the Lot subject to the additional provisions. Upon recordation of a Supplementary Declaration, the provisions of the Declaration shall

apply to the real estate submitted thereby as if it were originally part of the Submitted Real Estate.

Section 4.4. Withdrawable Real Estate.

(a) Public Streets and Rights of Way and Other Public Purposes.

Upon the dedication for public road purposes of any portion of the Property, or upon the conveyance to any public entity or authority for public road purposes of any portion of the Property, this Declaration shall no longer be applicable to the land so dedicated or conveyed. The Declarant (during the Development Period) has the unilateral right without the consent of the Owners or the Mortgagees to execute and record an amendment to the Declaration withdrawing any portion of the Property, if such real estate is dedicated or is to be dedicated to public use.

(b) Generally. The real estate in a Phase or Section subject to a

Supplementary Declaration and described on Exhibit A thereto may be withdrawn from the Declaration and the Supplementary Declaration terminated with the approval of: (i) the Board of Directors; (ii) sixty-seven percent of the Owners of Lots within such Phase; and (iii) sixty-seven percent of the Mortgagees holding Mortgages on Lots within such Phase or Section; as well as the approvals required by Section 14.4 hereof regarding conveyance of the Common Area, if any.

ARTICLE 5

SPECIAL DECLARANT RIGHTS; TRANSFER

Section 5.1. Special Declarant Rights. Special declarant rights are those rights reserved for the benefit of the Declarant as provided for in the Association Documents, and shall include without limitation the following rights: (1) to complete improvements on the Property; (2) to maintain models, management offices, construction offices, sales offices, customer service offices and signs advertising the Property; (3) to use easements over and through the Property for the purpose of making improvements within the Property; (4) to exercise the rights and votes of the Class B member of the Association; (5) to remove and replace any director elected by the Class B member until the meeting at which all members with voting rights are entitled to elect a majority of the directors; (6) to make unilateral amendments to the Association Documents as provided in Sections 3.9, 4.1, 4.4 and 14.1 hereof; (7) to remove and replace any director appointed by the Declarant pursuant to Article 5 of the Articles of Incorporation; (8) to add Additional Real Estate; (9) to withdraw Submitted Real Estate pursuant to Section 4.4 hereof; and (10) to exercise any other rights given to the Declarant.

Section 5.2. Transfer of Special Declarant Rights. The Declarant may transfer special declarant rights created or reserved under the Association Documents to any Person acquiring Lots or Additional Real Estate by an instrument evidencing the transfer recorded in the Land Records. The instrument shall not be effective unless executed by the transferor and transferee; provided, however, that a Person acquiring Lots or Additional Real Estate pursuant to the terms of a first mortgage or first deed of trust may unilaterally execute an instrument to acquire

some or all of the special declarant rights related to the real estate subject to such first mortgage or first deed of trust. A partial transfer of special declarant rights does not prevent the transferor declarant from continuing to exercise special declarant rights with respect to the real estate retained by such declarant. The instrument providing for partial transfer of special declarant rights shall allocate rights between the transferor and the transferee. If at any time the Declarant ceases to exist and has not made an assignment of the special declarant rights, a successor may be appointed by an amendment to the Declaration made pursuant to Section 14.2 hereof.

Section 5.3. No Obligations. Nothing contained in the Association Documents shall impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct, renovate or provide any improvements.

PART TWO

ARTICLE 6

COMMON EXPENSES AND ASSESSMENTS

Section 6.1. Determination of Common Expenses and Assessments.

(a) Fiscal Year. The first fiscal year of the Association shall be as determined in accordance with Section 9.4 of the Bylaws.

(b) Preparation and Approval of Budget.

(1) At least fifty days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary for the ensuing fiscal year to pay the cost of management and Upkeep of the Common Area and, to the extent provided in the Association Documents, Upkeep of the Lots, and the cost of other expenses that may be declared to be Common Expenses by the Association Documents or by a resolution of the Board of Directors, including without limitation any services provided to the Owners, Lots or Common Area.

(2) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital (available cash for day-to-day expenses which is otherwise uncommitted), a general operating reserve (including an amount to cover operating losses due to insurance deductibles) and reserves for contingencies (potential costs or liabilities which have not been incurred but which should be planned for) and replacements. At least forty days before the beginning of each fiscal year, the Board of Directors shall make available a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses and provide a copy of such budget to each owner. Such budget shall constitute the basis for determining the assessment against each Lot.

(3) The budget shall reflect the separate assessment of Limited Common Expenses, including without limitation certain expenses (and reserves) relating to or benefiting one or more but less than all of the Lots, whether categorized by location or type of expense. Such expenses shall be assessed only against the Lots benefitted in accordance with subsection 6.2(a)(2) hereof.

(4) The budget shall reflect the separate assessment against the Lots of Recreational Facilities Expenses which include the cost of management and Upkeep of an insurance for the Recreational Facilities, including such amounts as the Board of Directors may determine to be necessary to create reserves for repair and replacement of the Recreational Facilities in accordance with Section 6.2(a) (3) hereof.

(c) Installment Payments and Due Dates. Any and all such assessments and other charges shall be a lien against each Owner's Lot as provided in Section 12.2 hereof. On or before the first day of each fiscal year, and the first day of each succeeding payment period in such fiscal year, each Owner shall pay to such Person at such place as the Board of Directors may direct that installment of the annual assessment which is due during such period. The Board of Directors shall establish one or more payment periods and the due dates for each such payment in each fiscal year; provided, however, that payments shall be due not less than quarterly or more frequently than monthly unless specifically provided otherwise herein. All sums collected by the Board of Directors with respect to assessments against the Lots or from any other source may be commingled into a single fund.

(d) Initial Budget and Initial Assessment.

(1) Upon taking office, the first Board of Directors shall determine the budget, as defined in this section, for the period commencing thirty days after taking office and ending on the last day of the fiscal year in which such directors take office.

(2) The first installment of the annual assessment for Common Expenses shall be prorated based upon the number of days remaining in the payment period and shall be due on the later of: (i) the date of recordation of the Declaration or (ii) the date a Lot becomes subject to assessment pursuant to Section 6.2(a)(1) hereof. Any additional amounts due shall be divided by the number of full payment periods (if any) remaining in that fiscal year and paid in equal installments on the first day of each payment period remaining in that fiscal year. Such assessment shall be levied and become a lien as set forth in Section 12.2 hereof.

(3) Notwithstanding the foregoing, the Declarant may, at the Declarant's sole option, decide to pay all ordinary operating costs of the Association for a period of time not to exceed two years. If the Declarant so elects, the Association will incur no Common Expenses and thus no assessments will be collected during such time.

(4) Each initial purchaser of a Lot other than the Declarant or a Builder shall pay at settlement an "initial assessment" equal to Two Hundred Dollars (\$200.00) to provide necessary working capital for the association, the Declarant, however, shall not be required to pay an "initial assessment" on the Lots owned by the Declarant.

(e) Effect of Failure to Prepare or Adopt Budget. For the first fiscal year of the Association following the first conveyance of any Lot to an Owner other than the Declarant, or a builder, and for all fiscal years thereafter, the Board of Directors shall establish the annual assessment against each Lot for Common Expenses. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay the allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay assessments at the rate established for the previous fiscal year until notified of the new payment which is due on the first day of the next payment period which begins more than ten days after such new annual or adjusted budget is adopted and the Owner receives such notice.

Section 6.2. Assessments and Common Expenses.

(a) Rate of Assessment and Payment.

(1) General Common Expense Assessment. Subject to the provisions of Subsections 6.2(a)(2) and (3) hereof, and Section 6.3 hereof, the total amount of the estimated funds required (i) for the management and Upkeep of the Property; (ii) for services to the Lots and Owners; or (iii) for the maintenance of adequate reserves; (iv) to meet obligations of the Association established pursuant to this Declaration or other shared maintenance agreements, subdivision documents or easements, the Board of Directors establish an Annual Assessment rate of each Lot for Common Expenses, excluding Limited Common Expenses, in an equal amount against all Lots subject to assessment.

(2) Limited Common Expenses Assessment. Limited Common Expenses may be assessed only against the Lots benefitted in proportion to their relative general Common Expense liability inter se or based on usage, as appropriate. Such Limited Common Expenses shall be determined as follows:

(i) Any expense designated in a Supplementary Declaration as Limited Common Expenses shall be paid by the Owners of Lots subject thereto.

(ii) Any expenses proposed by the Board of Directors or a specific group of Owners as Limited Common Expenses against a specific group of Lots and agreed to by members entitled to cast a majority of the total number of votes with respect to such Lots, shall be assessed against such Lots as such Owners may agree or on the basis set forth in Subsection 6.2(a)(1) hereof inter se.

(iii) Any expenses incurred in the Upkeep of or the maintenance of Reserves for the Upkeep of Limited Common Area shall be assessed only against the Lots served by such Limited Common Area.

(iv) Any service to individual Lots based on usage.

(3) Recreational Facilities Assessment. The Board of Directors shall assess each Lot which is subject to assessment pursuant to Section 6.2(a) (1) hereof for Recreational Facilities Expenses in an amount to be determined by the Board of Directors; provided, however, that such amount does not exceed the maximum assessment set forth in Section 6.2(a) (4) hereof, taking into consideration the amount of any contributions to Recreational Facilities Expenses made by non-Owners entitled to use the Recreational Facilities.

(4) Limitations on Increases.

(A) Maximum Assessments. For the first fiscal year following recordation of this Declaration, the maximum annual assessment against Lots for Common Expenses, excluding Limited Common Expenses, shall be Twelve Hundred Dollars (\$1200.00) per dwelling unit.

(B) Increases in Maximum Assessment.

(1) Each fiscal year the maximum annual assessment for Common Expenses or Limited Common Expenses set forth above or in Supplementary Declarations shall increase the greater of: (i) ten percent; or (ii) the increase in the U.S. Department of Labor Consumer Price Index - All Urban Consumers (1982-1984= 100) during the last twelve month period for which figures are available at the date when the Board adopts the budget; and the proportionate amount by which any real estate taxes and casualty and other insurance premiums payable by the Association have increased over amounts payable the previous fiscal year. The Board of Directors may determine not to increase the maximum assessments set forth in the Declaration or Supplementary Declarations thereto to the full extent of the automatic increases provided by this subsection. In such case, the Board of Directors may determine to increase the maximum assessment by any lesser amount.

(2) The Board of Directors may determine to set the actual annual assessments for Common Expenses or Limited Common Expenses at an amount less than the applicable maximum for any fiscal year. The Board of Directors may not levy an annual assessment or an additional assessment for Common Expenses or Limited Common Expenses which in the aggregate will exceed the applicable maximum annual assessment per dwelling unit for such fiscal year unless such annual assessment or additional assessment is approved by the members obligated to pay such assessment by at least a Majority Vote of such members or the written approval of members entitled to cast more than fifty percent of the total number of votes of such members.

(b) Lots Added During the Fiscal Year. Whenever any Additional Real Estate is added, the assessment against each Lot being added shall be calculated in the same manner and due in the same number of installments as the assessment for the remainder of the fiscal year against Lots already a part of the Property. In addition, the Owner of the Lot being added shall pay a prorated portion of any amount payable for the period between the date the Lot becomes subject to assessment pursuant to section 6.2(a)(1) hereof and the due date of the next installment. Such proration of the assessment due for any Lot added shall be based upon the total assessment due and a 365-day fiscal year. Payment of the prorated portion will be due no later than the due date of the first installment to be paid by the Owner of any Lot added.

(c) Additional Assessments. The Board of Directors may levy additional assessments on the Lots, subject to assessment under Subsection 6.2(a)(1) hereof; provided, however, that such additional assessments when added to the annual assessment for Common Expenses or Limited Common Expenses, as appropriate, shall not exceed the applicable maximum annual assessment, unless approved pursuant to Subsection 6.2(a)(3) hereof. The Board of Directors shall give notice of any additional assessment to the Owners against whose Lots the assessment will be levied specifying the amount and reasons therefor, and such assessment shall, unless otherwise specified in the notice, be payable in full with the next periodic installment which is due more than ten days after the date of such notice or in not more than six equal periodic installments, as the Board may determine. Such assessment shall be a lien as set forth in Section 12.2 hereof.

(d) Individual Assessments. The Board of Directors may assess an Owner's Lot individually: (i) for the amount of any costs incurred by the Association pursuant to Section 7.1 hereof in performing Upkeep that the Owner failed to perform as required by that section; (ii) for the amount of any charges imposed on that Owner pursuant to Section 12.1(h) hereof; and (iii) for any costs incurred by the Association because of any violation or negligence for which that Owner is responsible under Section 12.1(a) hereof. Each such assessment shall be due ten days after notice thereof is given to the Owner unless the notice specifies a later date. Individual assessments are not included in or subject to the maximums set forth in Subsection 6.2(a)(3) hereof.

(e) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital, operations contingencies and replacements. Such funds shall be a Common Expense of the Association. Reserves for items serving only certain Lots shall be accounted for and funded solely by the owners of the Lots served.

(f) Surplus and Deficit. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, at the discretion of the Board of Directors, (i) be placed in reserve accounts; (ii) be placed in a special account to be expended solely for the general welfare of the Owners; (iii) be credited to the next periodic installments due from Owners; or (iv) be returned on a pro rata basis to all owners paying Assessments.

(3) Unless the budget for the succeeding fiscal year is adjusted to amortize the deficit during such fiscal year, any net shortage in expenses (including reserves) shall be assessed promptly against the Owners as an additional assessment in accordance with Section 6.2(c) hereof.

Section 6.3. Exemptions from Assessments. The Common Area and any properties dedicated to a public authority or exempt from taxation by a public authority shall be exempt from assessment and the lien created hereby; provided, however, that no Lot actually used for residential purposes shall be exempt. Lots owned by the Declarant or a Builder containing dwelling units which have never been occupied shall be exempt from the assessment for Common Expenses and the lien created hereby for so long as: (i) the Declarant or Builder performs or pays the costs associated with Upkeep of such unoccupied dwelling units owned by the Declarant or Builder; and (ii) during the Declarant Control Period, the Declarant pays the full amount, if any, by which the operating expenses of the Association exceed the total budgeted income of the Association (provided, however, that the Declarant's obligation under this section does not include any expenses that the Association is unable to meet because of nonpayment of any Owner's assessment and shall not exceed the amount the Declarant would be obligated to pay if Lots owned by the Declarant or a Builder were assessed in accordance with Section 6.2(a) hereof). The obligations of the Declarant and Builder under this Section shall be a lien against the Land owned by the Declarant or Builder, as appropriate. The exemption does not apply to Lots used for model home purposes.

Section 6.4. Liability for Common Expenses.

(a) **Declarant and Owner Liability.** The Declarant for each Lot owned by the Declarant, hereby covenants and agrees, and each Owner of a Lot by acceptance of a deed therefor, whether or not so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association all Common Expenses and Recreational Facilities Expenses, including Limited Common Expenses, as may be assessed against such Lot and other charges assessed by the Board of Directors pursuant to the provisions of this Declaration. Each Owner shall be personally liable for all assessments against such Owner's Lot. No Owner may be exempted from liability for the assessment for Common Expenses by reason of waiver of the use or enjoyment of any of the Common Area or by abandonment of the Lot. No Owner shall be liable for the payment of any part of the Common Expenses assessed against the Lot subsequent to the date of recordation of a conveyance in fee by such Owner of such Lot. Prior to or at the time of any such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged and, unless so discharged shall remain a charge on the land and a continuing lien against the Lot. The purchaser of a Lot shall be jointly and severally liable with the selling Owner for all unpaid assessments against the latter for the proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Owner amounts paid by the purchaser therefor; provided, however, that any such purchaser may rely on a Statement of Common Expenses obtained pursuant to Section 6.6 herein.

(b) Mortgagee Liability. Each holder of a Mortgage who comes into possession of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments or charges against such Lot which accrue prior to the time such Person comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Lots including the mortgaged Lot assessed after such Person takes possession. The lien created by Section 12.2 hereof shall cease to exist with respect to assessments and charges levied prior to the time title is transferred by foreclosure or by deed or assignment in lieu thereof; provided, however, that if the proceeds of a foreclosure exceed the total amount due on the Mortgage, the excess shall first be paid to the Association and applied to the satisfaction of the Association's lien.

Section 6.5. Collection of Assessments. Any assessment or installment thereof not paid within ten days after the due date shall be delinquent and shall accrue a late charge in the amount of ten dollars, or such other amounts as may be established from time to time by the Board of Directors. The Board of Directors, or the managing agent at the request of the Board, shall take prompt action to collect any assessments for Common Expenses due from any Owner or member which remain unpaid for more than thirty days after the due date for payment thereof.

Section 6.6. Statement of Common Expenses. The Board of Directors or managing agent shall provide any Owner, contract purchaser or Mortgagee, within fourteen days after a written request therefor, with a written statement of all unpaid assessments for Common Expenses due with respect to a specific Lot (or a statement that the amount of unpaid assessments is zero) as part of the "Association Disclosure Packet" attached as Exhibit B to the Bylaws or otherwise. No contract purchaser, Mortgagee or purchaser from a Mortgagee requesting such a statement shall be liable for, nor shall the Lot conveyed to such Person relying on such statement be subject to a lien for, any unpaid assessments due prior to the date of such statement in excess of the amount set forth on such statement; provided, however, that this section shall not be interpreted to release any Person from liability for such assessments levied while such Person owned the Lot. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation, in an amount not to exceed any maximum established by the Virginia Property Owners' Association Act.

ARTICLE 7

OPERATION OF THE PROPERTY

Section 7.1. Upkeep of Common Area.

(a) General. The Association shall be responsible for the management and Upkeep of all of the Common Area, including Limited Common Area, Reserved Common Area and Recreational Facilities, the cost of which shall be assessed against all Lots as a Common Expense or Limited Common Expense, or a

Recreational Facilities Expenses as appropriate. All facilities located on the Common Area including without limitation picnic areas, active recreation areas and tot lots shall also be maintained by the Association. The Association shall not have any responsibility for the Upkeep of any Lot except for those responsibilities and duties specifically enumerated within the Association Documents. Notwithstanding the general provisions for maintenance of Common Area set forth in this section, specific maintenance responsibilities and allocations of maintenance costs shall be determined by any provisions therefor indicated in either a Supplementary Declaration or plat recorded with such Supplementary Declaration, subjecting such Common Area to the Declaration. If the Board of Directors determines that certain Upkeep was necessitated by the negligence, misuse or neglect of an Owner or for which an Owner is responsible pursuant to Section 12.1 hereof, the cost of such Upkeep shall be assessed against such Owner's Lot pursuant to Section 12.1(a) hereof. Further, the Board may determine that all or a part of the Upkeep of any portion of the Common Area designated as Reserved Common Area or Limited Common Area shall be performed by the Person having the exclusive right to use the same. The Board of Directors shall establish the standard for Upkeep of the Common Area in its sole discretion.

(b) Storm Water Management. The Declarant may construct or create easements, improvements and facilities for storm water management control. Such facilities shall not be used for any purposes other than storm water management, and the Association shall post signs prohibiting swimming, wading, skating or other similar uses of any storm water retention ponds. The Declarant shall provide Upkeep for any storm water retention ponds and all easements, improvements and facilities for storm water management at its sole expense until the end of the Declarant Control Period. Thereafter, the Upkeep of the storm water drainage easements, storm water retention ponds and related improvements and facilities for storm water management shall be an expense of the Association. The Owner of any Lot on which there is located an easement for storm water drainage or control shall be responsible for the following items of maintenance, where applicable: grass mowing with reasonable frequency and the removal of debris and other matter to the best of Owner's ability where such debris or matter has impeded or threatens to impede the free flow of storm water through drainage structures. Such Owner's responsibility shall include notification of the Association of (i) any defects in the fencing surrounding or within the easement; (ii) any debris or other matter which is beyond such Owner's ability to remove; and (iii) any excessive erosion within the area of the easement.

(c) Entrance Features and Rights-of-Ways. The Board of Directors may also determine to provide for Upkeep of the areas located within the center island and along the road frontage (including public right-of-ways to the extent not maintained by the appropriate governmental authorities) of all public and private roads within the Property or adjacent to the Property, such Upkeep to include entrance features, sidewalks, project signage, bus shelters, trails and landscaping.

(d) Shared Maintenance. The Board of Directors may enter into shared maintenance agreements to maintain areas whether or not located within the Property, including but not limited to stormwater management easements and

facilities, landscaping, entrance features, signage, sidewalks, trails, areas along streets and roadways (including public right of way to extent not maintained by the appropriate governmental authorities).

Section 7.2 Upkeep of Lots. Each Owner agrees that the Association shall provide the maintenance for his lot to include mowing and trimming of all plants and shrubs and that the cost of such maintenance shall be a Common Expense. Each Owner shall also keep such Owner's Lot and all improvements located on the Lot in good order, condition and repair and in a clean and sanitary condition, including without limitation all necessary grounds maintenance not supplied by the Association. Each Owner shall perform this responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. If any Owner shall fail to keep such Owner's Lot in as good repair and condition as when acquired condition, consistent with such Rules and Regulations as the Board of Directors may promulgate, then the Board may, pursuant to resolution, give notice to that Owner of the condition complained of, specifying generally the action to be taken to rectify that condition. If the Owner fails to take the actions specified by the Board or to otherwise rectify the condition within thirty days after the date the notice is given, or such other period as may be specified in the notice, if the circumstances warrant a different time period, the Board of Directors shall have the right, pursuant to Section 3.3 and Subsection 12.1(e) hereof and any resolutions adopted by the Board of Directors, to rectify that condition by taking such action (or by causing such action to be taken) as was specified in the notice. The costs incurred in rectifying the condition shall be assessed against such Owner's Lot in accordance with Section 12.1 hereof. If such Owner fails to reimburse the Association within thirty day after receipt of a statement for such expenses from the Board, then the indebtedness shall constitute a lien as provided for in Section 12.2 hereof. The Owner may contract with a third party, including the Association to perform the Owner's responsibility for Upkeep under this section.

Section 7.3 Manner and Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality, but may be made with contemporary materials. The method of approving payment vouchers for all repairs and replacements made by the Association shall be determined by the Board of Directors.

Section 7.4. Additions, Alterations or Improvements by the Board of Directors. Whenever in the judgment of the Board of Directors the Common Area shall require capital additions, alterations or improvements (other than for Upkeep) costing in excess of five percent in the aggregate of the total annual assessment for Common Expenses for that fiscal year during any period of twelve consecutive months, the making of such additions, alterations or improvements requires a Majority Vote of the members or the written approval of members entitled to cast more than fifty percent of the total number of votes in the Association, and the Board of Directors shall assess all Owners benefitted for the cost thereof as a Common Expense or Limited Common Expense, depending on the nature of the improvement. Any capital additions, alterations or improvements (other than for Upkeep) costing in the aggregate five percent or less of the total annual assessment

for Common Expenses for that fiscal year during any period of twelve consecutive months may be made by the Board of Directors without approval of the members and the cost thereof shall constitute a Common Expense or Limited Common Expense, depending on the nature of the improvements. Any assessments resulting from expenditures authorized under this section must also comply with Subsection 6.2(a)(3) hereof which imposes limitations on increases in assessments above a specified maximum. If member approval is required to increase the applicable maximum assessment, such approval shall be obtained simultaneously with the vote required by this section.

Section 7.5. Additions, Alterations or Improvements by the Owners.

(a) Approval.

(1) No Person shall make any addition, alteration or improvement in or to any Lot or any portion of the Property (other than for normal Upkeep or natural landscaping and not including areas within a building visible from the exterior only because of the transparency of glass doors, walls or windows) which is visible from the exterior of the Lot or such portion of the Property, without the prior written consent of the Covenants Committee. No Person shall paint, affix a sign not permitted by the Rules and Regulations to or alter the exterior of any improvement, including the doors and windows, if such exterior is visible from another Lot or the Common Area, without the prior written consent of the Covenants Committee. Approval by the Covenants Committee or the Board of Directors shall not relieve a Owner from any obligation to obtain required governmental permits. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement to any Lot or improvement located on any Lot requires execution by the Association, and provided consent has been given by the Board of Directors or the Covenants Committee, as appropriate, then the application shall be executed on behalf of the Association by an Officer only, without incurring any liability on the part of the Board of Directors, the Association, the Board of Directors or the Covenants Committee or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any Person having a claim for personal injury or property damage arising therefrom.

(2) Subject to the approval of the Declarant (during the Development Period), any Mortgagee of the affected Lots, the Board of Directors, any Owner of the affected Lots and the appropriate governmental entity, any Lot may be subdivided or altered so as to relocate the boundaries between such Lot and any adjoining Lot. No portion less than all of any Lot shall be conveyed or transferred by an Owner (other than the Declarant) without the prior written approval of the Declarant or the Board of Directors. However, this section is not intended to require the approval of the Declarant, Board of Directors or Covenants Committee to grant deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments or to grant any easement, right-of-way or license for any purpose to any municipality, political subdivision, public utility or other public body or authority, or to the Association or the Declarant.

(3) During the Development Period, the provisions of this section shall not apply to Lots owned by the Declarant or to the improvements on Lots owned by Builders if such improvements have been approved by the Declarant. The Declarant shall have the right to make or permit alterations or subdivisions without the consent of the Board of Directors or the Covenants Committee and an authorized Officer shall execute any such application required.

(4) The provisions of this section shall not apply to a Mortgagee in possession of a Lot as a result of foreclosure, judicial sale or proceeding in lieu of foreclosure affixing a sign or taking any other actions that may be necessary to sell or lease all or any portion of the Lot, if such actions are in accordance with applicable zoning and not detrimental to the value of the Property.

(b) Limitations.

(1) Any Person obtaining approval of the Covenants Committee or the appropriate subcommittee thereof shall commence construction or alteration in accordance with plans and specifications approved within six months after the date of approval and shall substantially complete any construction or alteration within twelve months after the date of commencement, or within such other period as specified in the approval. Notwithstanding the foregoing, the approval may provide for a longer period during which to commence or complete construction. If any such Person does not commence work within six months after approval or such other time period as specified in the approval, then approval shall lapse.

(2) Any Person obtaining approval of the Covenants Committee or appropriate subcommittee thereof shall not deviate materially from the plans and specifications approved without the prior written consent of the Committee. Such Person shall notify the Committee when the alterations or improvements are complete. Approval of any particular plans and specifications or design does not waive the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, if such plans and specifications are subsequently submitted for use in any other instance or by any other Person.

(c) Certificate of Compliance. Upon the completion of any construction or alteration in accordance with plans and specifications approved by the Covenants Committee or appropriate subcommittee thereof, the Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction or alteration referenced in such certificate has been approved by the Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Association Documents as may be applicable. The certificate shall not be used and may not be relied upon for any other purpose, and shall not constitute a representation either as to the accuracy or sufficiency of the plans and specifications reviewed by the committee or the quality or soundness of the construction, alteration or improvement. The Committee may impose a reasonable charge to cover the costs of preparation and inspection.

(d) New Construction. To the extent initial construction is subject to the Review of the New Construction Subcommittee pursuant to Section 9.1(f) hereof, all references in this section to the Covenants Committee shall be deemed to refer to the New Construction Subcommittee.

Section 7.4. Parking. Until assigned as Limited Common Area or Reserved Common Area, all parking spaces located in the Common Area shall be used by the Owners for self-service parking purposes on a "first come, first served" basis, except as the Board of Directors may otherwise determine or as may be otherwise stated with respect to Additional Real Estate in a Supplementary Declaration adding such Additional Real Estate. The Association will not unreasonably interfere with the right of any Owner, such Owner's tenant or such Owner's (or tenant's) household or guests, to use the Private Streets and Roadways for both vehicular and pedestrian ingress and egress to and from such Owner's Lot. Unless otherwise specifically designated in this Declaration or a Supplementary Declaration or any other agreement, the parking areas and driveways on each Owner's Lot are to be used and maintained solely by such Owner and such Owner's designees. For so long as the Declarant or its designees are engaged in development or sales activities, or activities related thereto, anywhere on the Property or the Additional Real Estate, the Declarant or its designees may use any parking spaces located on the Common Area for sales purposes or may reserve a maximum of twenty parking spaces solely for such use.

Section 7.5. Disclaimer of Liability.

(a) Bailee. The Board of Directors, the Association, any Owner and the Declarant shall not be considered a bailee of any personal property stored or placed on the Common Area (including property located in vehicles parked on the Common Area), whether or not exclusive possession of the particular area is given to an Owner for parking or otherwise, 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, except to the extent covered by insurance in excess of any applicable deductible.

(b) Operational. The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a Common Expense, or for personal injury or property damage caused by the elements or by any Owner or any other Person, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the Property or from any pipe, drain, conduit, appliance or equipment, or any secondary or consequential damages of any type. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any portion of the Property. No diminution, offset or abatement of any assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Property by the Association or from any action taken by the Association to comply with any law or ordinance, or with the order or directive of any governmental authority. This section is not intended nor shall it be construed to relieve any insurer of its contractual obligations under any policy benefiting the Association or an Owner.

ARTICLE 8

RESTRICTIONS ON USE OF LOTS AND COMMON
AREA: RULES AND REGULATIONS

Section 8.1. Permitted Uses. Except as otherwise provided in the Association Documents, no Lot shall be used for purposes other than those for which such Lot is zoned and designed. Nothing in the Association Documents shall be construed to prohibit the Declarant or its designees from using any Lot owned by the Declarant (or any other Lot with the permission of the Owner thereof) or any portion of the Common Area for promotional, marketing, display or customer service purposes (such as a visitors' center) or for the settlement of sales of Lots. Further, the Declarant specifically reserves the right to operate a construction office or a rental, brokerage and management office at any time on Lots owned or leased by the Declarant (or any other Lot with the permission of the Owner thereof) and on any portion of the Common Area, to the extent permitted by law. The Declarant may assign its rights under this subsection to or share such rights with one or more other Persons, exclusively, simultaneously or consecutively with respect to the Common Area and Lots owned or leased by the Declarant or such Persons.

Section 8.2. Restrictions. Each Lot and the Common Area shall be occupied and used as follows:

(a) Hazardous Uses; Waste. Nothing shall be done or kept on the Property which will increase the rate of insurance for the Common Area or any part thereof applicable for permitted uses without the prior written consent of the Board of Directors; including without limitation any activities which are unsafe or hazardous with respect to any person or property. No Person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance on the Common Area or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the Common Area.

(b) Lawful Use. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner, the Association or the Declarant, whichever shall have the obligation for the Upkeep of such portion of the Property, and, if the Association, then the cost of such compliance shall be a Common Expense or Limited Common Expense, as appropriate.

(c) Emissions. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere, except for normal residential chimney emissions, and no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or

discharge may adversely effect the use or intended use of any portion of the Property or may adversely effect the health, safety or comfort of any Person.

(d) Noise. No Person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any Person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any Person lawfully present on any portion of the Property.

(e) Obstructions. No Person shall obstruct any of the Common Area or otherwise impede the rightful access of any other Person on any portion of the Property upon which such Person has the right to be. No Person shall place or cause or permit anything to be placed on or in any of the Common Area without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Area except with the prior written approval of the Board of Directors.

(f) Association Property. The Common Area shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Lots. The improvements located on the Common Area shall be used only for their intended purposes. Except as otherwise expressly provided in the Association Documents, no Owner shall make any private, exclusive or proprietary use of any of the Common Area (except those areas, if any, designated as Limited Common Area or Reserved Common Area by the Board of Directors) without the prior written approval of the Board of Directors and then only on a temporary basis.

(g) Mining. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth except with the prior written approval of the Board of Directors.

(h) Signs. Except for such signs as may be posted by the Declarant or a Builder for promotional or marketing purposes or the Association, no signs of any character shall be erected, posted or displayed in a location that is visible from the Common Area or any other Lot, except as may be permitted in accordance with the Design Standards or with the approval of the Covenants Committee.

(i) Trash. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers shall not be permitted to remain in public view from the Common Area or another Lot except on days of trash collection. Trash containers and refuse disposal systems must be maintained in enclosures and screened as approved by the Covenants Committee. Trash, leaves and other materials shall not be burned in violation of local ordinances. No incinerator shall be kept or maintained upon the Property without the prior written approval of the Board of Directors.

(j) Landscaping: Sight-lines. No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets. No structure of a temporary character, and no

trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes line, shed or other temporary accessory buildings shall be erected, used or maintained on any Lot except in connection with construction activities. Pavement, plantings and other landscape materials shall not be placed or permitted to remain upon any Lot: (i) if such materials may damage or interfere with any easement for the installation or maintenance of utilities; (ii) in violation of the requirements of such easements; (iii) unless in conformity with public utility standards; or (iv) if such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. Otherwise, the installation of such materials within utility easements shall be encouraged. Except for hoses and the like which are reasonably necessary in connection with construction activities or normal landscape maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground.

(k) Vegetation. No live trees with a diameter in excess of four inches, measured twelve inches above ground, nor trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), no live vegetation on slopes of greater than twenty percent gradient or marked "no cut" areas on approved site plans may be cut without prior approval of the Covenants Committee. The Board of Directors shall set rules for cutting of trees to allow for selective clearing or cutting.

(l) Antennas. No outside antennas, satellite dishes or ham radio equipment shall be maintained upon the Property. It is not anticipated that outside antennas, satellite dishes or ham radio equipment will be allowed upon the Property, however, the Board of Directors may approve such equipment in the appropriate circumstances.

(m) Fences. Except for any fence installed by the Declarant, a Builder or the Association, no fence shall be installed except in conformance with standards established therefor and with the written approval of the Covenants Committee. No chain link fencing will be permitted on the Property; provided, however, that the Declarant or its designees may erect a chain link fence for the temporary storage of building materials for the protection of building sites or around swimming pools or other portions of the Common Area.

(n) Vehicles. Except in connection with construction activities, no trucks, trailers, campers, recreational vehicles, boats and other large vehicles, including grounds maintenance equipment, may be parked on any portion of the Common Area or any portion of a Lot visible from the Common Area or another Lot or on any public right of way within or adjacent to the Property, unless expressly permitted by the Board of Directors and only in such parking areas or for such time periods (if any) as may be designated for such purpose. Parking of all such vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in garages or screened enclosures approved by the Covenants Committee or in areas designated by the Board of Directors. No junk or derelict vehicle or other vehicle on which current registration plates and current county and state inspection permits

are not displayed shall be kept upon any portion of the Common Area or any portion of a Lot visible from the Common Area or another Lot. Vehicle repairs and storage of vehicles are not permitted, except in accordance with the Rules and Regulations; provided, however, that noncommercial repair of vehicles is permitted within enclosed structures. All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on Community Trails, pathways or unpaved portions of Common Area, except such vehicles as are authorized by the Board of Directors as needed to maintain, repair, or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on Common Area.

(o) Timeshares. No Lot shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly, or any other type of revolving or periodic occupancy by multiple Owners, cooperators, licensees, or timesharing participants.

(p) Residential Uses. Lots shall be used for residential purposes only; provided, however, that the Board of Directors may permit reasonable nonresidential use on such Lots from time to time for those home occupations allowed under the applicable zoning ordinance and subject to such reasonable rules as may be established by the Board of Directors. As a condition to consenting to such use, the Board may require the Owner to pay any increase in the rate of insurance or other costs for the Association which may result from such use. Once given, such permission may not be revoked later except for good cause shown.

(q) Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon the Common Area, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) without the approval of the Board of Directors, is permitted, subject to the Rules and Regulations 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 days written notice from the Board of Directors. Pets shall not be permitted upon the Common Area unless accompanied by someone who can control the pet and unless carried or leashed. Pet droppings shall be cleaned up by the Owner of the pet. Any Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each 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 Property. All pets shall be registered and inoculated as required by law.

(r) Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any Lot, unless approved in writing by the Covenants Committee. It is initially contemplated that no exterior clothes lines or other exterior clothes drying apparatus will be permitted.

(s) Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting Design Standards of the Association shall be permitted.

(t) Lighting. No exterior lighting shall be directed outside the boundaries of the Lot.

(u) Pools. No above-ground or inground swimming pool shall be erected or maintained on any Lot unless approved by the Covenants Committee and unless screened from view and enclosed by a fence.

(v) Construction Activities. This section shall not be construed as forbidding any work involved in the construction or Upkeep of any portion of the Property so long as such work is undertaken and carried out (i) with the minimum practical disturbance to Persons occupying other portions of the Property; (ii) in such a way as does not violate the rights of any Person under other provisions of this Declaration; and (iii) in accordance with all applicable restrictions in the Rules and Regulations, the resolutions of the Board of Directors and the other provisions of this Declaration. The Board of Directors may approve temporary structures for construction purposes which may otherwise be in violation of the Association Documents or the Rules and Regulations.

Section 8.3. Rules and Regulations. The Board of Directors shall have the power to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Property or any portion thereof, which may supplement, but may not be inconsistent with the provisions of the Association Documents. The Property shall be occupied and used in compliance with the Rules and Regulations. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Owner. Changes to the Rules and Regulations shall be published before they become effective, and copies thereof shall be provided to each Owner. The Rules and Regulations shall not unreasonably interfere with the use or enjoyment of the Lots or Common Area. The Board of Directors may issue temporary or other appropriate exceptions to any prohibitions expressed or implied by this Article, for good cause shown.

Section 8.4. Exclusion for the Declarant and Designees of the Declarant. Notwithstanding any other provision of the Association Documents, neither the restrictions in this Article nor the Rules and Regulations of the Association shall apply to any otherwise lawful acts or omissions of the Declarant or of any Builder for so long as the Declarant or such designee is engaged in development or sales, or activities related thereto, anywhere within the Property or on any Additional Real Estate. Such exception shall be subject to such rules as may be established by the Declarant for safety or to maintain the appearance of the Property.

Section 8.5. Leasing. No dwelling unit located on a Lot or any portion thereof shall be used or occupied for transient or hotel purposes or in any event leased for an initial period of less than six months. No portion of any dwelling unit located on a Lot (other than the entire dwelling unit) shall be leased for any period; provided, however, that a reasonable number of roommates is permitted. No Owner shall lease a Lot other than on a written form of lease: (1) requiring the lessee to

comply with the Association Documents; and (2) providing that failure to comply with the Association Documents constitutes a default under the lease. The foregoing provisions of this subsection, except the restriction against use or occupancy of dwelling units on Lots for hotel or transient purposes, shall not apply to Lots owned by the Association, the Declarant or a Mortgagee in possession of a Lot as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

ARTICLE 9

ARCHITECTURAL REVIEW

Section 9.1. Covenants Committee.

(a) Purpose. The Board of Directors shall establish a Covenants Committee, consisting of at least three persons appointed by the Board, each to serve for a term of from one to three years as may be determined by the Board of Directors, in order to assure that the Property shall always be maintained in a manner: (i) providing for visual harmony and soundness of repair; (ii) avoiding activities deleterious to the aesthetic or property values of the Property; and (iii) promoting the general welfare and safety of the Owners, such Owners' tenants and such Owners' (or tenants') households or guests. If the Board of Directors fails to appoint a Covenants Committee, then the Board of Directors shall perform the duties of the Covenants Committee.

(b) Powers.

(1) The Covenants Committee shall regulate the external design, signage, appearance, use and maintenance of the Lots and the Common Area; provided, however, that the Covenants Committee shall not have the power to regulate the activities of the Association or the Declarant on the Common Area or any Lot owned by the Declarant or any improvement on any Lot owned by a Builder which has been approved by the Declarant; and provided, further, that the Covenants Committee shall not have the power to review initial construction on the Property, if such construction is reviewed by the New Construction Subcommittee.

(2) The Covenants Committee may from time to time establish requirements regarding the form and content of plans and specifications to be submitted for approval. The Covenants Committee shall have the power to impose reasonable application fees as well as the costs of reports, analyses or consultations required in connection with improvements or changes proposed by an Owner. Such fees shall be assessed against the Owner.

(3) The Covenants Committee shall have the power pursuant to Subsection 12.1(h) hereof (upon petition of any Owner or upon its own motion) to impose reasonable charges upon, and to issue a cease and desist request to, an Owner, such Owner's tenant and such Owner's (or tenant's) household or guests whose actions are inconsistent with the provisions of the Association Documents.

(4) Subject to the review of the Board of Directors, the Covenants Committee shall from time to time provide interpretations of the Association Documents pursuant to the intents, provisions and qualifications thereof when requested to do so by an Owner or the Board of Directors. The Committee may publish and record such interpretations in order to establish precedents for application of the Association Documents or the Design Standards or other matters relative to architectural control and protection of the aesthetic or property values of the Property.

(5) The Covenants Committee shall propose Design Standards for approval by the Board of Directors. Such Design Standards are hereby incorporated by this reference and shall be enforceable as if set forth herein in full.

(6) A Majority Vote of the Covenants Committee shall be required in order to take any action except as otherwise provided in Section 12.1(h) hereof. The Covenants Committee shall keep written records of all its actions. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse any such action, ruling or decision. The Covenants Committee and the Board of Directors shall have no authority to regulate construction by the Declarant or approved by the Declarant.

(c) Development of Property. The Covenants Committee shall not exercise its powers and authority to interfere with the development of the Property by the Declarant or Builders. Reasonable signs, modifications, alterations and changes of use which are consistent with Design Standards shall be permitted.

(d) Authority. The Covenants Committee shall have such additional duties, powers and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Covenants Committee shall carry out its duties and exercise its powers and authority in accordance with Subsections 12.1(h) and (i) hereof and in the manner provided for in the Rules and Regulations adopted by the Board of Directors or by resolution of the Board of Directors.

(e) Time for Response; Variances. The Covenants Committee shall act on all matters properly before it within forty-five days; failure to do so within the stipulated time shall constitute an automatic referral to the Board of Directors. Except when a request is being handled by the Covenants Committee, the Board of Directors shall be obligated to answer any written request by an Owner for approval of a proposed structural addition, alteration or improvement within fifteen days after the first Board of Directors meeting held following referral to the Board, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed structural addition, alteration or improvement; provided, however, that the Board of Directors has no right or power, either by action or failure to act to waive enforcement or grant variances from written Design Standards without a specific finding that enforcement of such standards would impose an unfair burden on such Owner and stating the variance and the reasons

therefor in a written instrument which shall be part of the records of the Association. Upon such written approval of any specific variance or exception from the requirements of the Design Standards, all development conforming to such variance or exception shall be deemed to comply.

(f) New Construction. The Covenants Committee shall adopt initial Design Standards for the Property and shall review and approve or disapprove the plans for the initial construction of any structure to be located on the Property, including without limitation the site development plan, architectural design, architectural materials, landscaping plan, non-structural improvements and general appearance, in order to ensure the quality and compatibility of style of all the improvements to be located on the Property. Such Design Standards are hereby incorporated herein by this reference and shall be enforceable as if set forth herein in full. The Covenants Committee may establish applications and procedures and may charge a fee for its review. All additions and modifications to the Design Standards must be approved by the Covenants Committee.

(g) Modifications. The Covenants Committee shall review and approve or disapprove the plans for any visible additions, alterations or modifications to the exterior of existing improvements located on the Property in order to ensure the quality and compatibility of the style of improvements on the Property.

(h) Committee Powers. The Covenants Committee shall have the right to inspect construction periodically. Any deviation from the approved drawings and specifications which materially changes the exterior appearance or location of the improvement is a violation of the Association Documents. If the Covenants Committee does not respond within the requisite time periods, the application or drawings and specifications shall be deemed approved. This section shall in no way affect any requirement for inspection by any governmental entity.

Section 9.2. Compensation of the Covenants Committee. One or more members of the Covenants Committee (other than an Owner or a resident of the Property) may be compensated by the Association for their services on the Covenants Committee as may be determined by the Board of Directors.

ARTICLE 10

INSURANCE

Section 10.1. Authority to Purchase; Notice.

(a) The Board of Directors shall have the power and responsibility on behalf of the Association to (i) purchase insurance policies relating to the Common Area, (ii) adjust all claims arising under such policies; and (iii) execute and deliver releases upon payment of claims. The cost of all insurance policies purchased by the Board relating to the Common Area shall be a Common Expense or a Limited Common Expense, as appropriate. The Board of Directors and the

Declarant shall not be liable for failure to obtain any coverages required by this Article or for any loss or damage resulting from such failure: (i) if such failure is due to the unavailability of such coverages from reputable insurance companies; (ii) if such coverages are available only at an unreasonable cost; or (iii) if the Association's insurance professionals advise that the coverages required by paragraph (2) of 10.2(b) hereof are not necessary. Exclusive authority to negotiate losses under policies purchased by or on behalf of the Association shall be vested in the Board of Directors or with its authorized representative. The Board of Directors shall promptly notify the members and Mortgagees of material modifications, lapses, or termination of insurance coverages obtained on behalf of the Association.

(b) Each such policy shall provide that:

(1) The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, any Owner and such Owner's household, tenants, guests, agents and invitees;

(2) Such policy shall not be canceled, invalidated or suspended due to the conduct of any Owner, such Owner's tenant or such Owner's (or tenant's) household, guests, agents and invitees, or of any Officer or employee of the Board of Directors or the managing agent without a prior demand in writing that the Board cure the defect and neither shall have so cured such defect within sixty days after such demand; and

(3) Such policy may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty days prior written notice to the Board of Directors.

(c) All policies of insurance shall be written by reputable companies licensed or qualified to do business in Virginia.

(d) The deductible (if any) on any insurance policy purchased by the Board of Directors shall be a Common Expense (or a Limited Common Expense, as appropriate); provided, however, that the Association may, pursuant to Subsection 12.1(a) hereof, assess any deductible amount necessitated by the misuse or neglect of an Owner against such Owner.

(e) The Declarant, so long as the Declarant shall own any Lot, shall be protected by all such policies as an Owner.

Section 10.2. Physical Damage Insurance.

(a) The Board of Directors shall obtain and maintain a blanket, "all-risk" form policy of fire insurance with extended coverage, vandalism, malicious mischief, sprinkler leakage (if applicable), cost of demolition, debris removal, and water damage endorsements, insuring any improvements located on the Common Area (including without limitation any floor covering, fixtures and appliances), together with all air conditioning and heating equipment and other service machinery contained therein and covering the interests of the Association, in an

amount equal to one hundred percent of the then current replacement cost of any improvements located on the Common Area (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation (such amount to be redetermined annually by the Board with the assistance of the insurance company affording such coverage). The Board of Directors shall also obtain and maintain appropriate coverage on all personal property and real estate other than the Common Area owned by the Association.

(b) Each such policy shall also provide:

(1) a waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made not to do so;

(2) the following endorsements (or equivalent):

A) "no control" (to the effect that coverage shall not be prejudiced by any act or neglect of any occupant or Owner or their agents when such act or neglect is not within the control of the insured or the Owners collectively, nor by any failure of the insured or the Owners collectively to comply with any warranty or condition with regard to any portion of the Property over which the insured or the Owners collectively have no control; B) "cost of demolition"; C) "contingent liability from operation of building laws or codes"; D) "increased cost of construction"; E) "replacement cost"; and F) "agreed amount" or elimination of co-insurance clause;

(3) that any "no other insurance" clause expressly exclude individual Owners' policies from its operation so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Owners or their Mortgagees, unless otherwise required by law; and

(4) such deductibles as to loss, but not coinsurance features, as the Board of Directors in its sole discretion deems prudent and economical.

(c) Certificates of physical damage insurance signed by an agent of the insurer, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder, together with proof of payment of premiums, shall be delivered by the insurer to any Mortgagee requesting the same, at least ten days prior to expiration of the then current policy. All Mortgagees shall be notified promptly of any event giving rise to a claim under such policy arising from damage to improvements located on the Common Area in excess of ten percent of the then current replacement cost of such improvements.

Section 10.3. Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general liability, broad form endorsement (including libel, slander, false arrest and invasion of privacy coverage) and property damage liability insurance in such limits as the Board may from time to time determine, insuring each director and the employees of the Association against any liability to the public or to any Owner or such Owner's tenant and such Owner's (or tenant's) household,

guests, agents and invitees arising out of or incident to the ownership or care, custody, control and use of the Common Area, or legal liability arising out of employment contracts of the Association. Such insurance shall be issued on a comprehensive liability basis and shall contain: (1) a cross-liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another named insured; (2) hired and non-owned vehicle coverage; (3) host liquor liability coverage with respect to events sponsored by the Association; (4) deletion of the normal products exclusion with respect to events sponsored by the Association; and (5) a "severability of interest" endorsement which shall preclude the insurer from denying liability coverage to an Owner because of negligent acts of the Association or of another Owner. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than one million dollars covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits shall also be obtained in an amount not less than two million dollars.

Section 10.4. Other Insurance. The Board of Directors shall obtain and maintain:

- (a) adequate fidelity coverage to protect against dishonest acts on the part of directors, Officers, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association, including the managing agent. If the Association has delegated some or all of the responsibility for handling funds to a managing agent, such managing agent shall be covered by its own fidelity bond. Such fidelity bonds (except for fidelity bonds obtained by the managing agent for its own personnel) shall: (i) name the Association as an obligee, (ii) be written in an amount not less than one-half the total annual assessment for Common Expenses or the amount required by the Mortgagees, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, whichever is greatest and (iii) contain waivers of any defense based upon the exclusion of Persons who serve without compensation from any definition of "employee" or similar expression;
- (b) if required by a majority of the Mortgagees or governmental regulations, flood insurance in accordance with the then applicable regulations for such coverage;
- (c) workers' compensation insurance if and to the extent necessary to meet the requirements of law (including a voluntary employees endorsement and an "all states" endorsement);
- (d) if applicable, pressure, mechanical and electrical equipment including air conditioning equipment coverage on a comprehensive form in an amount not less than fifty thousand dollars per accident per location;
- (e) directors and officers liability insurance in an amount not less than one million dollars; and

(f) such other insurance: (i) as the Board of Directors may determine; or (ii) as may be required with respect to the Additional Real Estate by any Supplementary Declaration adding such Additional Real Estate; or (iii) as may be requested from time to time by a Majority Vote of the members.

Section 10.5. Separate Insurance on Lots. Each Owner shall have the right to obtain insurance for such Owner's benefit, at such Owner's expense, covering the improvements located on such Owners Lot. No Owner shall acquire or maintain insurance coverage on the Common Area insured by the Association so as: (i) to decrease the amount which the Board of Directors may realize under any insurance policy maintained by the Board; or (ii) to cause any insurance coverage maintained by the Board to be brought into contribution with insurance coverage obtained by an Owner. No Owner shall obtain separate insurance policies on the Common Area owned in fee simple by the Association.

ARTICLE 11

RECONSTRUCTION AND REPAIR

Section 11.1. When Reconstruction or Repair Required.

(a) **Common Area.** If all or any part of any improvement located on the Common Area is damaged or destroyed by fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration thereof (including without limitation any floor coverings, fixtures and appliances). The Association shall not use the proceeds of casualty insurance received as a result of damage or destruction of improvements located on the Common Area for purposes other than the repair, replacement or reconstruction of such improvements except in accordance with Section 14.4 hereof and as follows. If destruction of the improvements located on the Common Area is insubstantial, the Board of Directors may elect not to repair such insubstantial damage. In that event, the Board of Directors shall remove all remnants of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Common Area and the balance of any insurance proceeds received on account of such damage shall be placed in the appropriate reserve account.

(b) **Lots.** If a building or other major improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or other major improvement or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Unless the Covenants Committee permits a longer time period, such work must be commenced within six months after the casualty and substantially completed within eighteen months after the casualty.

Section 11.2. Procedure for Reconstruction and Repair of Common Area.

(a) **Cost Estimates.** Immediately after a fire or other casualty causing damage to any portion of any improvement located on the Common Area, the Board of Directors shall obtain reliable and detailed estimates of the cost of restoring and repairing such improvement (including without limitation any floor coverings, fixtures and appliances) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) **Plans and Specifications.** Any such reconstruction or repair shall be substantially in accordance with the original construction of any improvement located on the Common Area, subject to any modifications required by changes in applicable governmental regulations, and using contemporary building materials and technology to the extent feasible.

ARTICLE 12

COMPLIANCE AND DEFAULT

Section 12.1. Relief. Each Owner shall be governed by, and shall comply with, all of the terms of the Association Documents and the Rules and Regulations as they may be amended from time to time. A default by an Owner shall entitle the Association, acting through its Board of Directors or through the managing agent, to the following relief.

(a) **Additional Liability.** Each Owner shall be liable to the Association or to any affected Owner for the expense of all Upkeep rendered necessary by such Owner's act or omission, regardless of neglect or culpability, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation. Any costs, including without limitation legal fees, incurred as a result of a failure to comply with the Association Documents or the Rules and Regulations by any Owner may be assessed against such Owner's Lot.

(b) **New Owner Address.** If a new Owner does not give the Secretary written notice of such Owner's name and the number or address of the Lot within thirty days after acquiring title to such Lot, pursuant to Section 1.3 hereof, then reasonable recordkeeping costs incurred by the Association, as determined by the Board of Directors, may be assessed against such Owner. The Board may set or change the amount of such assessment from time to time. Such assessment shall be a lien against such Owner's Lot as provided in Section 12.2 hereof.

(c) **Costs and Attorney's Fees.** In any proceedings arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the

costs of such proceeding and such reasonable attorneys' fees as may be determined by the court.

(d) No Waiver of Rights. The failure of the Association, the Board of Directors or an Owner to enforce any right, provision, covenant or condition which may be granted by the Association Documents shall not constitute a waiver of the right of the Association, the Board or any Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Association Documents shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Association Documents, the Act or at law or in equity.

(e) Interest. If a default by any Owner in paying any sum assessed against such Owner's Lot, continues for a period in excess of thirty days, interest on the principal amount unpaid may be imposed at the discretion of the Board of Directors from the date interest from the due date at a rate not to exceed the lesser of the maximum permissible interest rate which may be charged by a Mortgagee under a Mortgage at such time or eighteen percent per annum may be imposed in the discretion of the Board of Directors on the principal amount unpaid from the date due until paid.

(f) Abating and Enjoining Violations. The violation of any of the Rules and Regulations adopted by the Board of Directors or the breach of any other provision of the Association Documents shall give the Board of Directors the right, in addition to any other rights set forth in the Association Documents: (1) to enter the portion of the Property (excluding any occupied dwelling) on which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Association Documents or the Rules and Regulations, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; (2) to use self-help to remove or cure any violation of the Association Documents or the Rules and Regulations on the Property (including without limitation the towing of vehicles); or (3) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; provided, however, that before any construction may be altered or demolished (except in emergencies) judicial proceedings shall be instituted. The Board of Directors shall follow the due process procedures set forth in Subsections 12.1(h) and (i) hereof.

(g) Legal Proceedings. Failure to comply with any of the terms of the Association Documents or the Rules and Regulations shall be grounds for relief, including without limitation an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in the Association Documents and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the managing agent or, if appropriate, by any aggrieved

Owner and shall not constitute an election of remedies. Before an action may be brought, the Owner against whom such action would be brought shall be given an opportunity to be heard and to be represented by counsel, at such Owner's expense, before the Board of Directors or the Covenants Committee, in accordance with the provisions of Subsections 12.1(h) and (i) hereof.

(h) Charges and Suspension of Rights. The Board of Directors or the Covenants Committee (or the appropriate subcommittee thereof), as appropriate, has the power to impose charges and to suspend the right to vote in the Association (pursuant to Subsection 3.2(d) of the Bylaws) or other rights in the case of an Owner found to be responsible for a violation of the Association Documents or the Rules and Regulations. Charges may not exceed (i) One Hundred Dollars for each violation, or Ten Dollars per day for each violation of a continuing nature for each Owner; or (ii) such greater amount as may be permitted by law. No charge may be imposed for failure to pay an assessment except as otherwise provided in the Declaration. Charges are individual assessments and shall be collectible as such and shall also constitute a lien against a Lot in accordance with Section 12.2 hereof to the extent permissible under Virginia law. The Board may also suspend the right of an Owner or other resident, and the right of such Person's household, tenants or guests, to use for a reasonable period, not to exceed sixty days, for any violation of any provision of any of the Association Documents or the Rules and Regulations or for any period during which any assessment against an Owner's Lot remains unpaid; provided, however, that the Association shall not suspend the right to use the Private Streets and Roadways for both vehicular and pedestrian ingress and egress to and from such Owner's Lot and for parking or to use the Common Area for necessary, ordinary and reasonable pedestrian ingress and egress to and from such Owner's Lot, or to suspend any easement over the Common Area for storm water drainage, electricity, water, sanitary sewer, natural gas, television reception, telephone service or similar utilities and services to the Lots. No charge shall be imposed, no legal action brought, and no construction altered or demolished until the Person charged with such a violation has been given notice and an opportunity for a hearing as set forth in subsection (i) below. In addition, voting rights and the right to use Common Area may not be suspended until the Person charged with the violation has been given notice and an opportunity for a hearing pursuant to subsection (i) below, unless such rights are suspended due to non-payment of assessments, in which case the Person charged with the violation is not entitled to notice and an opportunity for a hearing pursuant to subsection (i) below. The Board or Committee may deliberate privately, but shall either announce its decision in the presence of the respondent or give the respondent notice thereof. A decision adverse to the respondent shall require a two-thirds majority vote of the whole membership of the Board or Committee.

(i) Due Process. The Board of Directors or the Covenants Committee, before imposing any charge or before taking any action affecting one or more specific Owners, shall afford such Person the following basic due process rights.

(1) Notice. The respondent shall be afforded prior written notice of any action (except when an emergency requires immediate action) and, if

notice is of default or violation, an opportunity to cure which is reasonable under the circumstances, prior to the imposition of any sanction. The notice shall also state that the respondent is entitled to a hearing if required pursuant to subsection (h) above. Notice of any hearing shall be mailed by registered or certified mail, return receipt requested, to the Owner at such Owner's address of record with the Association at least fourteen days prior to such hearing, in accordance with Article 10 of the Bylaws.

(2) Hearing. If the respondent is entitled to a hearing pursuant to subsection (h) above and requests in writing a hearing before any charge is imposed or action taken, then the imposition of the charge or the taking of the action shall be suspended until the respondent has an opportunity to be heard at a hearing at which the Board of Directors or Covenants Committee, as appropriate, discusses such charge or action. Each Person so appearing shall have the right to be represented by such Person's counsel, at such Person's own expense.

(3) Appeal. Upon receipt of a written request therefor made within ten days after the date of an action by the Covenants Committee, the Board of Directors may afford an Owner the right to appeal to the Board, and the Board may modify or reverse any action taken by the Covenants Committee.

(4) Fairness. The Board of Directors and the Covenants Committee shall treat all Persons equitably, based upon decision-making procedures, standards and guidelines which shall be applied to all Persons consistently.

Section 12.2. Lien for Assessments.

(a) Lien. The total annual assessment of each Owner for Common Expenses, including Limited Common Expenses, any additional assessment, any individual assessment or any other sum duly levied (including without limitation charges, interest, late charges, charges under contract etc.), made pursuant to the Association Documents, is hereby declared to be a lien levied against any Lot owned by any Owner. Until fully paid and satisfied, the lien shall apply to and encumber all of the Lots that were owned, as of the date when payment was due, by the Owner from whom payment was due, and shall also apply to and encumber any and all Lots thereafter acquired by that Owner from the time such Owner becomes the Owner thereof. With respect to annual assessments, the lien is effective on the first day of each fiscal year of the Association and, as to additional assessments, individual assessments and other sums duly levied, on the first day of the next payment period which begins more than ten days after the date of notice to the Owner of such additional assessment, individual assessment or levy. The Board of Directors or the managing agent may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien. The lien created by this section shall be prior to all liens and encumbrances hereafter recorded except Mortgages, real estate taxes and other charges levied by governmental authority and made superior by law. The personal obligation of the Owner to pay such assessment shall, in addition, remain such Owner's personal obligation, and a suit to recover a money

judgment for non-payment of any assessment or installment thereof, levied pursuant hereto, may be maintained without foreclosing or waiving the lien herein created to secure the same.

(b) Acceleration. In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessment may be accelerated, at the option of the Board of Directors, and the entire balance of the assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner.

(c) Enforcement. The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of Virginia or by an action in the name of the Board of Directors, or the managing agent, acting on behalf of the Association. During the pendency of any such action to enforce the Association lien, the Owner shall be required to pay a reasonable rental for the Lot for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the laws of Virginia. The Association shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with such Lot.

(d) Remedies Cumulative. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Section 12.3. Subordination and Mortgagee Protection. Notwithstanding any other provision hereof to the contrary, including without limitation Article 13 hereof, the lien of any assessment levied pursuant to the Association Documents upon any Lot (and any charges, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a Mortgage made in good faith for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the holder of the Mortgage or the purchaser of the Lot at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

ARTICLE 13

MORTGAGEES

Section 13.1. Notice to Board of Directors. Upon request, an Owner who mortgages such Owner's Lot shall notify the Board of Directors of the name and address of the Mortgagee. No Mortgagee shall be entitled to any Mortgagee rights under the Association Documents unless such Mortgagee has notified the Board of

its address as required by Section 13.2 below and has requested all rights under the Association Documents.

Section 13.2. Notices to Mortgagees. Any Mortgagee who desires any notice from the Association shall notify the Secretary of the Association to that effect by certified or registered United States Mail. Any such notice shall contain the name and address (including post office address) of such Mortgagee and the name of the person to whom notices from the Association should be directed. The Board of Directors shall notify Mortgagees of the following:

- (1) Any default of an Owner of a Lot, upon which the Mortgagee has a Mortgage, in paying assessments for Common Expenses (which remains uncured for sixty days) or any other default, with the notice sent simultaneously to the defaulting Owner;
- (2) Any casualty, if required by Section 10.2(c) hereof;
- (3) All actions taken by the Association with respect to reconstruction of the Common Area or a Lot upon which the Mortgagee has a Mortgage;
- (4) Any termination, lapse or material modification of an insurance policy held by the Association;
- (5) Any taking in condemnation or by eminent domain of the Common Area and the actions of the Association;
- (6) Any proposal to terminate the Declaration, at least fifty days before any action is taken to terminate in accordance with Article 15 hereof; and
- (7) Any proposal to amend materially the Articles of Incorporation, this Declaration or the Bylaws, at least seven days before any action is taken pursuant to Section 14.4 hereof.

Section 13.3. Other Rights of Mortgagees. All Mortgagees or their representatives shall have the additional right to request to receive notice of and to attend and to speak at meetings of the Association on the basis as the Owner.

ARTICLE 14

AMENDMENT; EXTRAORDINARY ACTIONS

Section 14.1. Amendment by the Declarant. During the Development Period, the Declarant may unilaterally amend any provision of this Declaration or any Supplementary Declaration to: (1) make non-material changes; (2) satisfy the requirements of any government, governmental agency or Mortgagee; (3) relocate boundary lines between the Common Area and any Lots or among any Lots; provided, however, that such relocation does not materially and adversely affect any Owner other than the Declarant and that such relocation is reflected in an approved

resubdivision of all or any part of the Property; (4) depict the assignment of Limited Common Area as required by Section 3.10(b) hereof; (5) add all or any portion of the Additional Real Estate and amend Exhibit A and Exhibit B hereto in accordance with Section 4.1 hereof; and (6) withdraw Submitted Real Estate in accordance with Section 4.4 hereof.

Section 14.2. Amendment by the Association.

(a) Subject to Section 14.4 hereof and the right of the City of Winchester, Virginia to require compliance with the proffer conditions or the subdivision approval conditions applicable to the Property, the Association may amend this Declaration by at least a Sixty-seven Percent Vote of the members or with the written approval of members entitled to cast at least sixty-seven percent of the total number of votes.

(b) An amendment by the Association shall not be effective until certified by the President as to compliance with the procedures set forth in this Article, executed and acknowledged by the President and Secretary of the Association, and recorded among the Land Records. Any procedural challenge to an amendment must be made within one year after recordation.

(c) Amendment of a Supplementary Declaration shall be governed by the provisions for amendment contained therein and the requirements of 14.4 hereof. A Supplementary Declaration shall not include provisions in conflict with the Declaration. A Supplementary Declaration shall not be amended to reduce the maximum annual Limited Common Expense Assessment set forth therein. A Supplementary Declaration shall not be amended in such a way that the real estate subject to such Supplementary Declaration is withdrawn from the Declaration except in accordance with Article 4 hereof. In the case of conflicting provisions, the Declaration shall control.

Section 14.3. Prerequisites. Written notice of any proposed amendment by the Association shall be sent to every Owner at least fifteen days before any action is taken. No amendment shall be made to the Declaration during the Declarant Control Period without the prior written consent of the Declarant. No amendment shall increase financial obligations of an Owner in a discriminatory manner or further restrict development on existing Lots. No amendment to the Declaration shall diminish or impair the rights of the Declarant under the Declaration without the prior written consent of the Declarant. No amendment may modify this Article or the rights of any Person hereunder. Except as specifically provided in the Declaration, no provision of the Declaration shall be construed to grant to any Owner or to any other Person any priority over any rights of Mortgagees.

Section 14.4. Extraordinary Actions of the Association. The provisions of this section shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Owners where a larger percentage vote is required by the Act or other provisions of the Association Documents. To the extent this section applies to amendments to a Supplementary Declaration, the approval of the Owners or Mortgagees required shall be deemed to refer only to the Owners of Lots subject to

such Supplementary Declaration or to Mortgagees holding Mortgages on Lots subject to such Supplementary Declaration. This section shall not affect the rights of the Declarant to make unilateral amendments to the Declaration or to a Supplementary Declaration where such rights have been granted by other sections of the Declaration or Supplementary Declaration.

(a) Majority Vote of Mortgagees. Unless at least fifty-one percent of the Mortgagees and members entitled to cast at least sixty-seven percent of the total number of votes, including a majority of the votes entitled to be cast by Owners other than the Declarant, have given their approval, the Association shall not by act or omission: (i) terminate the Declaration or dissolve the Association; (ii) fail to employ professional management if professional management has been previously required by a Mortgagee; (iii) seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned in fee simple by the Association (except for the granting of easements for utilities or other purposes consistent with the intended use of such Common Area and the adjustment of boundary lines pursuant to Section 2.4 hereof); (iv) change the method of determining the obligations, assessments or other charges which may be levied against an Owner; (v) add, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance or maintenance of Lots, the maintenance of any fences, walkways or driveways in the Common Area, or the Upkeep of lawns and plantings on the Property; (vi) fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount at least 100 percent of the insurable value (based on current replacement cost), in accordance with Section 10.2 hereof; (vii) use hazard insurance proceeds for losses to the Common Area for any purpose other than repair, replacement or restoration of such Common Area substantially in accordance with the Association Documents and the original plans and specifications; or (viii) add or amend any material provisions of the Association Documents which establish, provide for, govern or regulate any of the following: (1) voting; (2) assessments, assessment liens or subordination of such liens; (3) reserves for maintenance, repair and replacement of the Common Area; (4) insurance or fidelity bonds; (5) reallocation of interest in or rights to use of the Common Area or Limited Common Area (if any); (6) maintenance responsibility; (7) redefinition of the boundaries of Lots; (8) leasing of Lots; (9) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey such Owner's Lot; (10) expansion or contraction of the Property or the addition, annexation or withdrawal of real estate to or from the Property; (11) convertability of Lots into Common Area or vice versa; (12) restoration or repair of the Property after damage or partial condemnation in a manner other than that specified in the Association Documents; or (13) any provisions which are for the express benefit of Mortgagees.

(b) Presumptive Approval. A Mortgagee who is notified of amendments by United States mail, return receipt requested, and who does not deliver or post to the requesting party a negative response within thirty days shall be deemed to have approved such amendments. Approval by a Mortgagee also includes the issuance of written approval or any written waiver or a formal letter stating "no objection."

(c) Non-Material Amendments. Any addition or amendment to the Association Documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only.

(d) Veterans Administration and Federal Housing Administration Consent. When a Veterans Administration guarantee is in effect on a Mortgage or when Federal Housing Administration insurance is in effect on a Mortgage, without the consent of the Veterans Administration or the Federal Housing Administration, as appropriate: (1) the Declarant may not amend the description of Additional Real Estate or participate in an Association vote to amend the description of Additional Real Estate; (2) the Association may not submit any real estate other than Additional Real Estate; and (3) the Association may not take any action described in Sections 14.4 during the Declarant Control Period. This subsection shall apply for only so long as a Lot within the Property is encumbered by a Mortgage guaranteed by the Veterans Administration or insured by the Federal Housing Administration.

ARTICLE 15

TERMINATION

Section 15.1. Termination by the Association. Subject to Section 14.4 hereof, the Association may terminate this Declaration only by a vote of the members entitled to cast at least eighty percent of the total number of votes as certified by the President or with the written approval of members entitled to cast at least eighty percent of the total number of votes. In either case the termination shall not be effective until certified by the President as to compliance with the procedures set forth in this Article, executed and acknowledged by the President and Secretary of the Association and recorded among the Land Records.

Section 15.2. Prerequisites. Written notice of the proposed termination shall be sent to every Owner and Mortgagee at least fifty days before any action is taken. The Declaration may not be terminated during the Development Period without the prior written consent of the Declarant. Such termination shall not affect any permanent easements or other permanent rights or interests relating to the Common Area created by or pursuant to the Association Documents. To the extent necessary, the termination agreement shall provide for the transfer or assignment of the easements, rights or interests granted to the Association herein to a successor entity which is assuming the Association's maintenance and regulatory responsibilities. Any lien which has arisen pursuant to the provisions of the Declaration shall remain in full force and effect despite termination of the Declaration until the amounts secured thereby are paid in full.

Thomas M. Dickinson, Jr., Sole Acting Trustee, and F & M Bank - Winchester, as the secured party and present noteholder under that certain deed of trust dated October 25, 1990 and recorded in the Office of the Clerk of the Circuit Court of the City of Winchester, Virginia, in Deed Book 245 at Page 1092, join in this Declaration for the purpose of consenting to, and subordinating the aforesaid lien to, the terms and conditions of this Declaration.

The party of the fourth part joins herein to covenant and agree that her lot designated as 811 Mahone Drive, in that certain deed of exchange dated December 7, 1994, by and between Meadowbranch Mews, Inc. and Dorothy M. Fleming, recorded in the Office of the Clerk of the Circuit Court of Winchester, Virginia, in Deed Book 267 at Page 1196, shall be subject to the terms and conditions of this Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

DECLARANT:

MEADOWBRANCH MEWS, INC.

By: Clay D. Shockey (SEAL)
President

Thomas M. Dickinson, Jr. (SEAL)
Thomas M. Dickinson, Jr.
Sole Acting Trustee

F & M BANK - WINCHESTER

By: Richard A. Wilby (SEAL)
Sr. V.P. Loans

Dorothy M. Fleming (SEAL)
Dorothy M. Fleming

STATE OF VIRGINIA AT LARGE

City OF Winchester, To-wit

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Clay D. Shockey, President of Meadowbranch Mews, Inc., whose name is signed to the foregoing Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of said corporation.

GIVEN under my hand and seal on Aug. 10, 1995.

[SEAL]

L. Kelly Morrison
Notary Public

My commission expires: Jan. 31, 1997

STATE OF VIRGINIA AT LARGE

City OF Winchester, To-wit:

The foregoing instrument was acknowledged before me by Thomas M. Dickinson, Jr., Sole Acting Trustee.

Given under my hand and seal on August 10, 1995.

Sherry H. Clemons
Notary Public

[SEAL]

My Commission expires: October 31, 1995.

STATE OF VIRGINIA AT LARGE

City OF Winchester, To-wit:

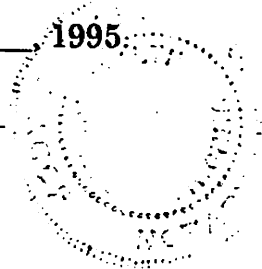
Whit Shire, Jr. The foregoing instrument was acknowledged before me by Richard B.
Shire, Jr., who is Asst. Vice President of F & M Bank - Winchester, on behalf of
said bank.

Given under my hand and seal on August 10, 1995.

Jeanette W. W. W.
Notary Public

[SEAL]

My Commission expires: _____



STATE OF VIRGINIA AT LARGE

City OF Winchester, To-wit:

The foregoing instrument was acknowledged before me by Dorothy M. Fleming.

Given under my hand and seal on August 11, 1995.

L. Holly Morrison
Notary Public

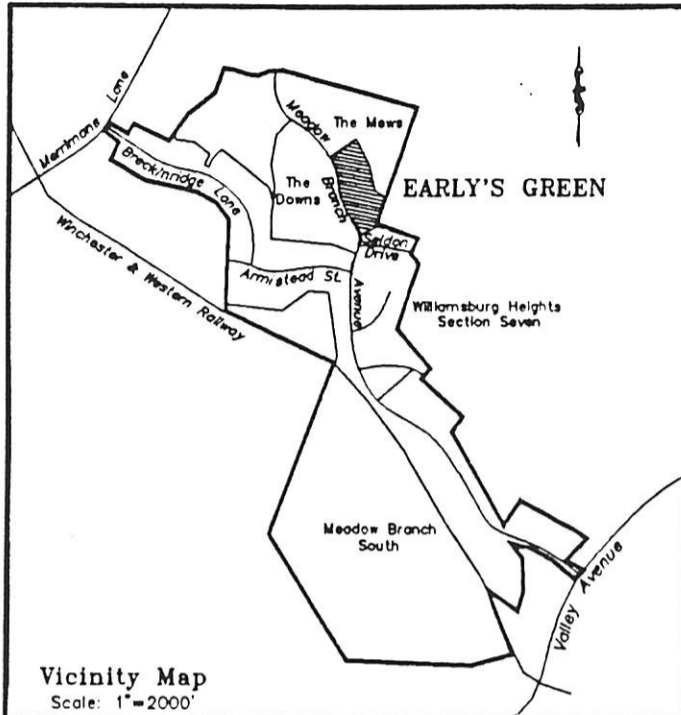
[SEAL]

My Commission expires: Jan. 31, 1997

Final Plat

EARLY'S GREEN

BK 271 PG 0498 City of Winchester, Virginia



APPROVED BY

Edwin P. Daley
City Manager

Aug. 9, 1995
Date

OWNER'S CERTIFICATE

The above and foregoing subdivision of Early's Green, as appears in the accompanying plat, is with the free consent and in accordance with the desires of the undersigned owners, proprietors and trustees, if any.

[Signature]
President
Meadowbranch Mews, Inc.

SURVEYOR'S CERTIFICATE

I hereby certify that the land contained in this subdivision is the same land conveyed to Meadowbranch Mews Condominiums, Inc., by deed dated 25 October 1990, as recorded in the Office of the Clerk of the Circuit Court of the City of Winchester, Virginia in Deed Book 245 at Page 1089.

[Signature]
Douglas C. Legge, L.S.

Street Addresses:

Mahone Drive - #805, #811, #817, #821

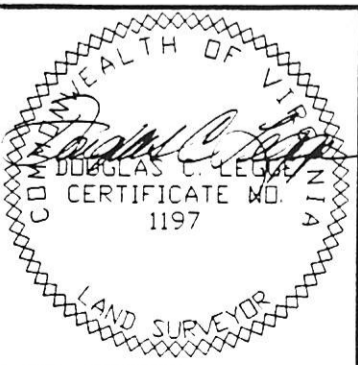
Winder Court - #802, #808, #814, #820, #826, #832
#805, #811, #817, #825, #837

Ramseur Lane - #1401, #1407, #1415, #1419, #1420
#1425, #1426, #1531, #1432, #1439

DATE: 7 August 1995

Cover Sheet

Sheet 1 of 7



MARSH & LEGGE
Land Surveyors, P.L.C.

139 North Cameron Street
(540) 667-0468

Winchester, Virginia 22601
Fax (540) 667-0469

SD-95-01

RECEIVED AUG 09 1995

Curve Table

BK 271 PG 0499

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	430.00'	166.99'	84.56'	165.94'	N30°34'54"W	22°15'02"
C2	715.00'	375.20'	192.02'	370.90'	N26°40'27"W	30°03'57"
C3	904.00'	330.72'	167.23'	328.88'	N22°13'55"W	20°57'41"
C4	199.00'	55.48'	27.92'	55.30'	S34°17'50"E	15°58'21"
C5	187.00'	86.23'	43.90'	85.47'	S27°00'53"E	26°25'18"
C6	134.00'	183.28'	109.23'	169.33'	S25°22'50"W	78°22'09"
C7	35.00'	54.98'	35.00'	49.50'	S17°00'02"W	90°00'00"
C8	35.00'	12.83'	6.49'	12.76'	S72°30'06"W	21°00'11"
C9	35.00'	19.01'	9.75'	18.78'	N81°25'57"W	31°07'40"
C10	66.00'	45.75'	23.84'	44.84'	N85°43'40"W	39°43'07"
C11	66.00'	43.32'	22.47'	42.55'	S55°36'31"W	37°36'30"
C12	66.00'	39.03'	20.10'	38.46'	S19°51'46"W	33°52'59"
C13	66.00'	38.78'	19.97'	38.22'	S13°54'37"E	33°39'47"
C14	66.00'	36.15'	18.54'	35.70'	S46°26'03"E	31°23'05"
C15	66.00'	36.46'	18.71'	36.00'	S77°57'11"E	31°39'11"
C16	66.00'	46.21'	24.10'	45.27'	N66°09'48"E	40°06'52"
C17	66.00'	41.74'	21.60'	41.05'	N27°59'17"E	36°14'11"
C18	35.00'	23.10'	11.99'	22.68'	N28°46'34"E	37°48'45"
C19	35.00'	8.75'	4.40'	8.72'	N54°50'30"E	14°19'06"
C20	25.00'	48.45'	36.40'	41.22'	S62°28'48"E	111°02'19"
C21	225.00'	73.07'	36.86'	72.75'	S16°15'52"E	18°36'27"
C22	225.00'	64.55'	32.50'	64.33'	S33°47'14"E	16°26'18"
C23	115.00'	13.03'	6.52'	13.02'	S38°45'41"E	06°29'25"
C24	115.00'	99.18'	52.91'	96.13'	S10°48'33"E	49°24'50"
C25	115.00'	101.70'	54.44'	98.41'	S39°13'53"W	50°40'02"

MINIMUM SETBACK REQUIREMENTS:

Front Yard = 10'
 Rear Yard = 10'
 Side Yard = 5'

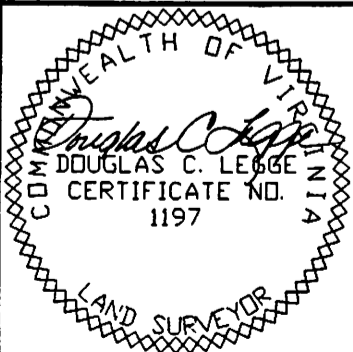
NOTE:

- Easement to be determined and dedicated by owner for pedestrian use at such time as City has established easement east of PL to connect to Jefferson Street.
- Solid waste collection to be door to door by City.
- Lot 2 (Early's Green) is not part of this subdivision approval. It is has been previously subdivided (MS-94-24) approval dated 11/30/94.
- Iron rods to be set at all lot corners.
- There are 24 building sites in Early's Green. 4 sites have been built on prior to this approval.
- Phase 3 (revised) is a part of Lot 2 (Section III).

Area Summary ~ Phase 3

Area in Lot 2 (Previously subdivided)	0.0960 Acres
Area in Lots 1,3,4 thru 24	3.3846 Acres
<u>Total Area in Lots</u>	<u>3.4806 Acres</u>
<u>Common Area</u>	<u>3.3199 Acres</u>
TOTAL AREA IN PHASE 3 (Revised)	6.8005 Acres

Total Area of Lot 2 (Section III) 27.9593 Acres
 #1430 Meadow Branch Avenue
 Tax Map 189 (1) Pcl 4
 Zoned: PUD/LR
 Use: Residential



EARLY'S GREEN

DATE: 7 August 1995

Curve Table

Sheet 2 of 7



MARSH & LEGGE
 Land Surveyors, P.L.C.

139 North Cameron Street
 (540) 667-0468

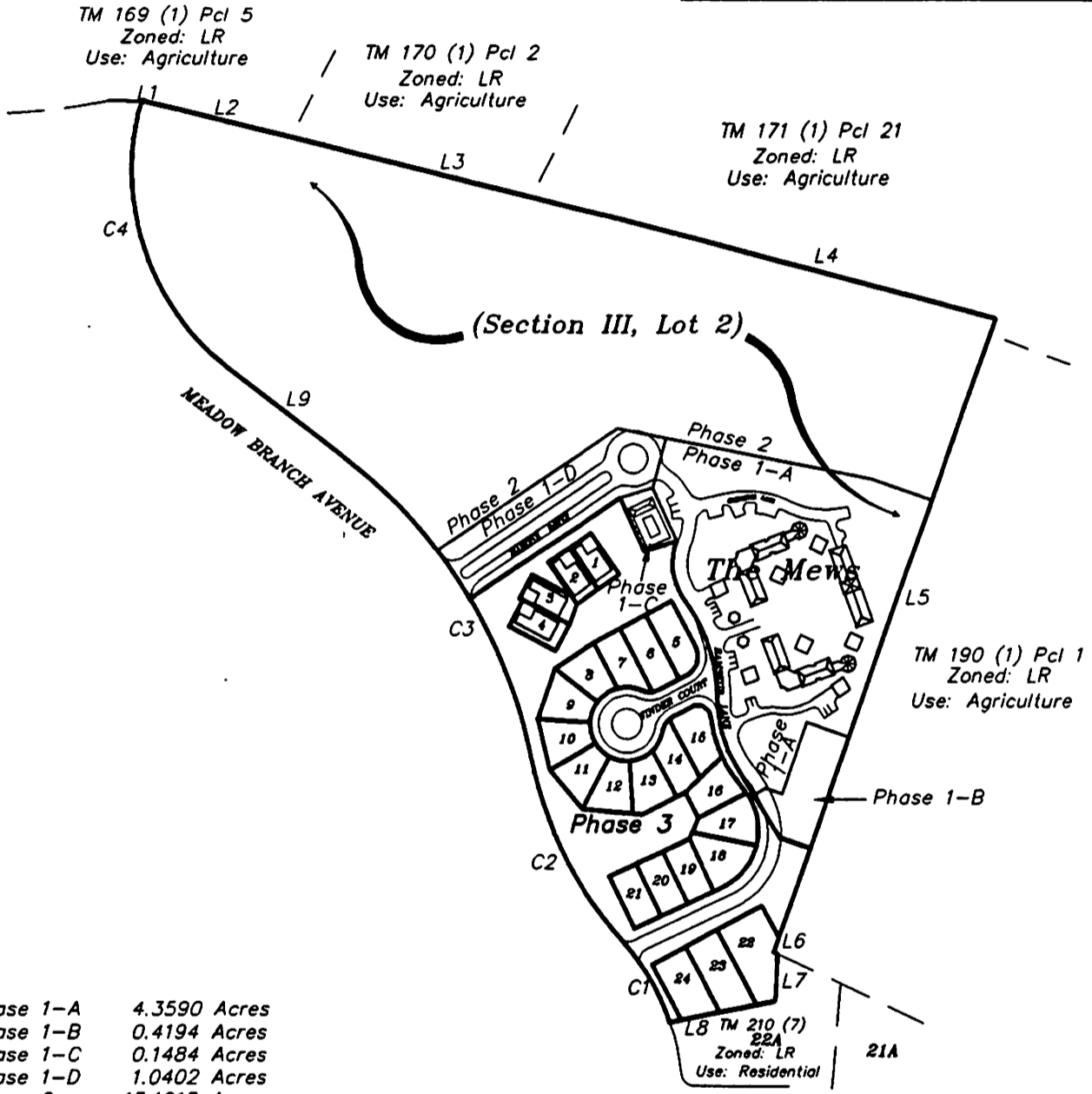
Winchester, Virginia 22601
 Fax (540) 667-0469

Curve Table

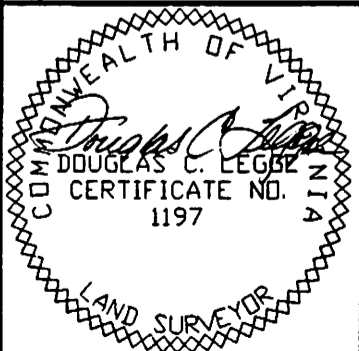
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C1	430.00'	166.99'	84.56'	165.94'	N30°34'55"W	22°15'02"
C2	715.00'	375.20'	192.02'	370.90'	N26°40'27"W	30°03'57"
C3	904.00'	645.05'	336.94'	631.45'	N32°11'35"W	40°53'00"
C4	445.00'	153.20'	76.50'	150.33'	N18°26'34"W	68°23'02"

Line Table

LINE	DIRECTION	DISTANCE
L1	S89°16'43"E	7.15'
L2	S76°43'00"E	269.20'
L3	S76°26'41"E	608.39'
L4	S75°15'45"E	705.20'
L5	S19°17'41"W	1202.70'
L6	S58°48'43"E	7.90'
L7	S02°11'00"W	83.60'
L8	S78°42'00"W	195.05'
L9	N52°38'05"W	266.62'



Phase 1-A	4.3590 Acres
Phase 1-B	0.4194 Acres
Phase 1-C	0.1484 Acres
Phase 1-D	1.0402 Acres
Phase 2	15.1918 Acres
Phase 3	6.8005 Acres
TOTAL	27.9593 Acres



EARLY'S GREEN

DATE: 7 August 1995

Scale: 1"=300'

Sheet 3 of 7



MARSH & LEGGE
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Winchester, Virginia 22601
Fax (540) 667-0469

The Mews

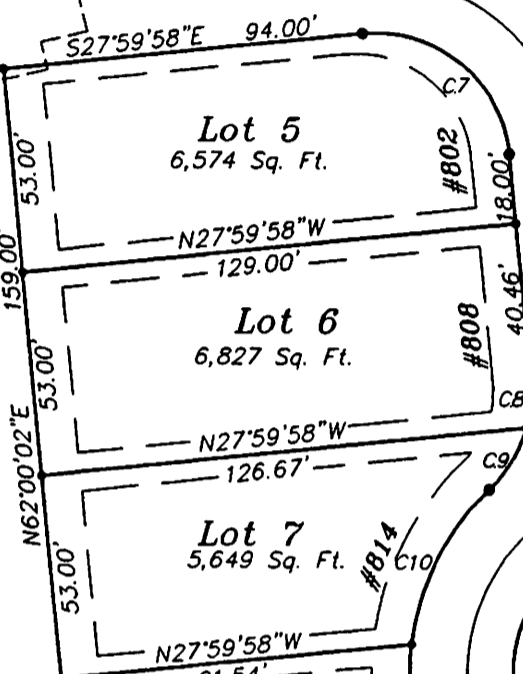
Ex. 20' Water Line Esm't

Phase Line R=297.00' L=189.45'

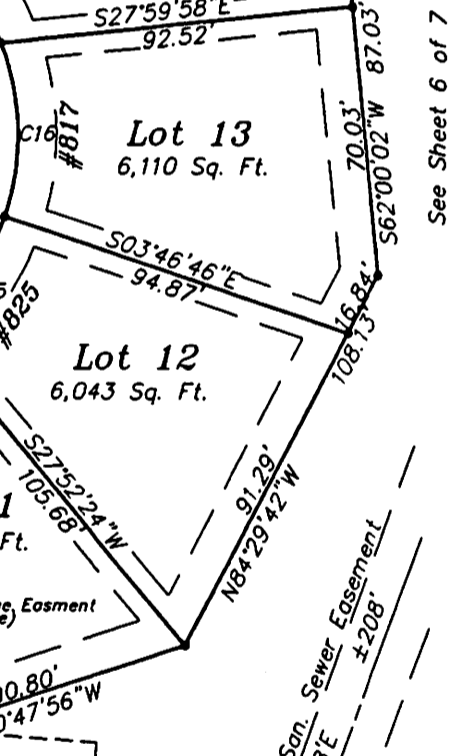
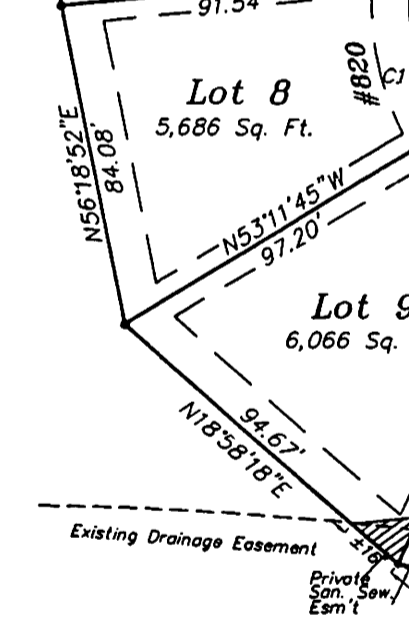
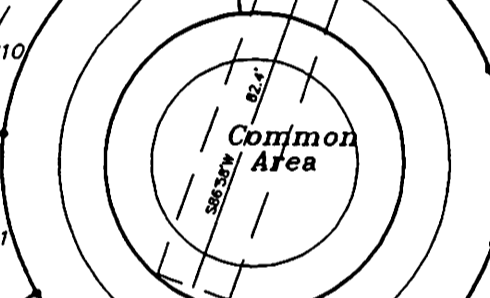
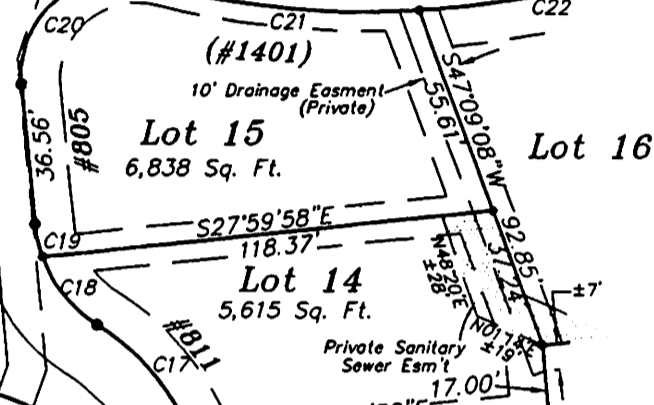
RAMSEUR LANE (PRIVATE)

R=202.00' L=87.97'

Phase Line R=225.00' L=121.76'

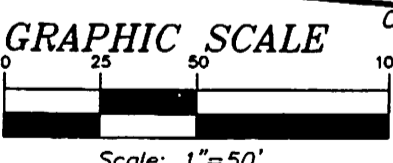


WINDER COURT (PRIVATE)



See Sheet 4 of 7

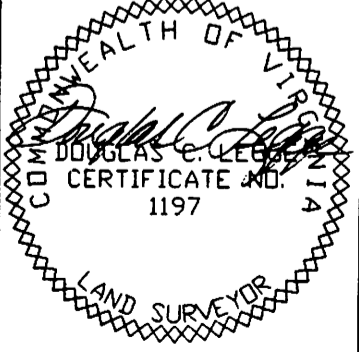
See Sheet 6 of 7



MEADOW BRANCH AVENUE 70' R/W

R=715.00' L=149.38'

NOTE: Centerline distances shown on Ramseur Lane & Winder Court are to be used as reference points and not for boundary delineation.



EARLY'S GREEN

DATE: 7 August 1995

Scale: 1"=50'

Sheet 5 of 7



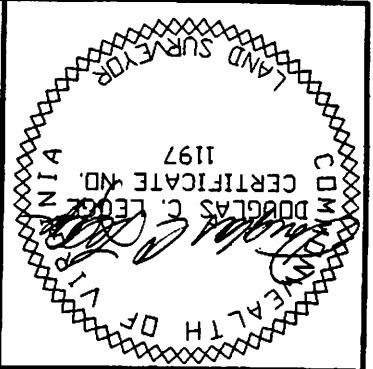
MARSH & LEGGE

Land Surveyors, P.L.C.

139 North Cameron Street
(540) 667-0468

Winchester, Virginia 22601
Fax (540) 667-0469

139 North Cameron Street
 Winchester, Virginia 22601
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MARSH & LEGGE
 Land Surveyors, P.L.C.



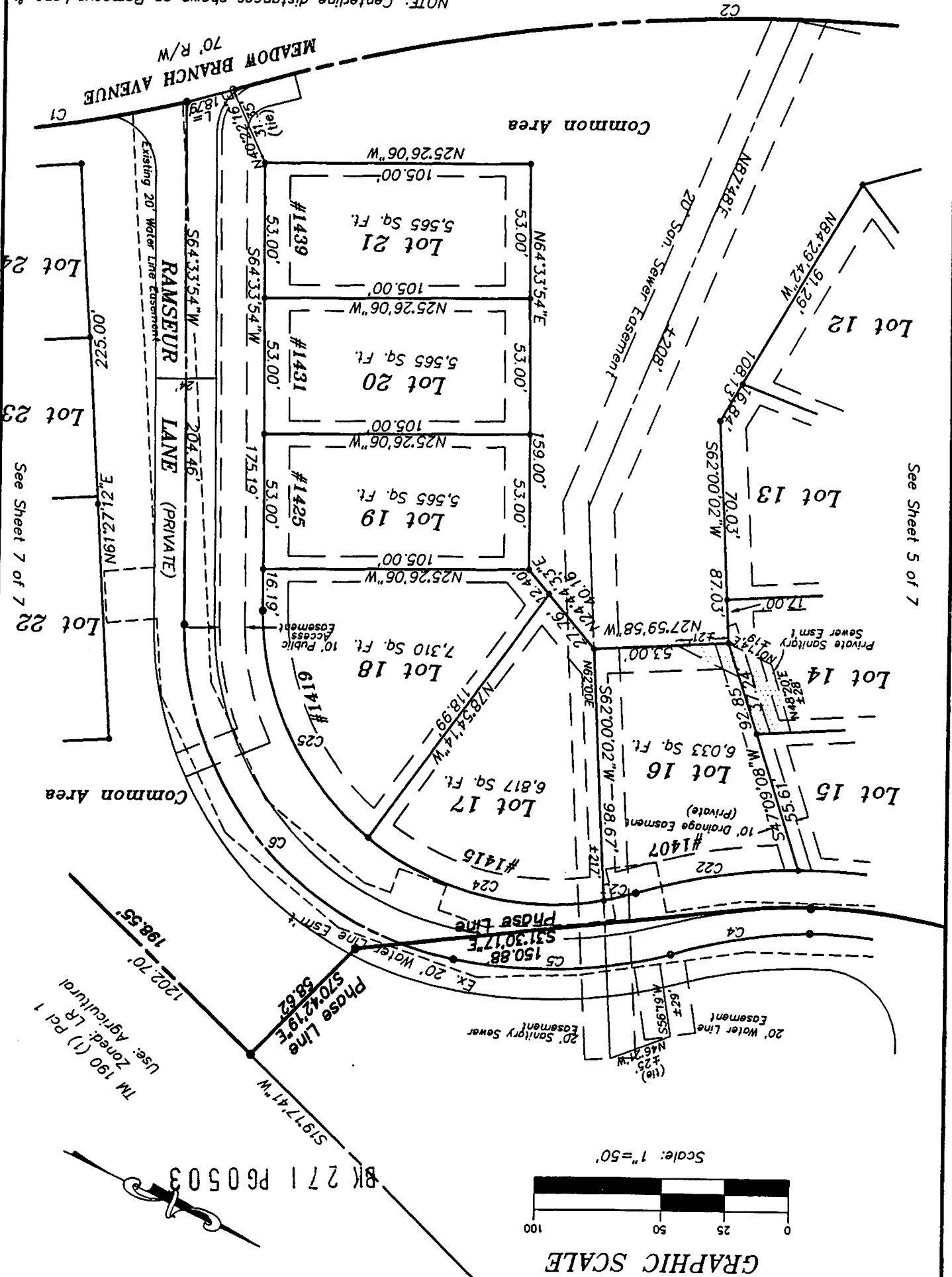
Sheet 6 of 7

Scale: 1"=50'

DATE: 7 August 1995

EARLY'S GREEN

NOTE: Centerline distances shown on Ramsour Lane & Winder Court are to be used as reference points and not for boundary delineation.



See Sheet 5 of 7

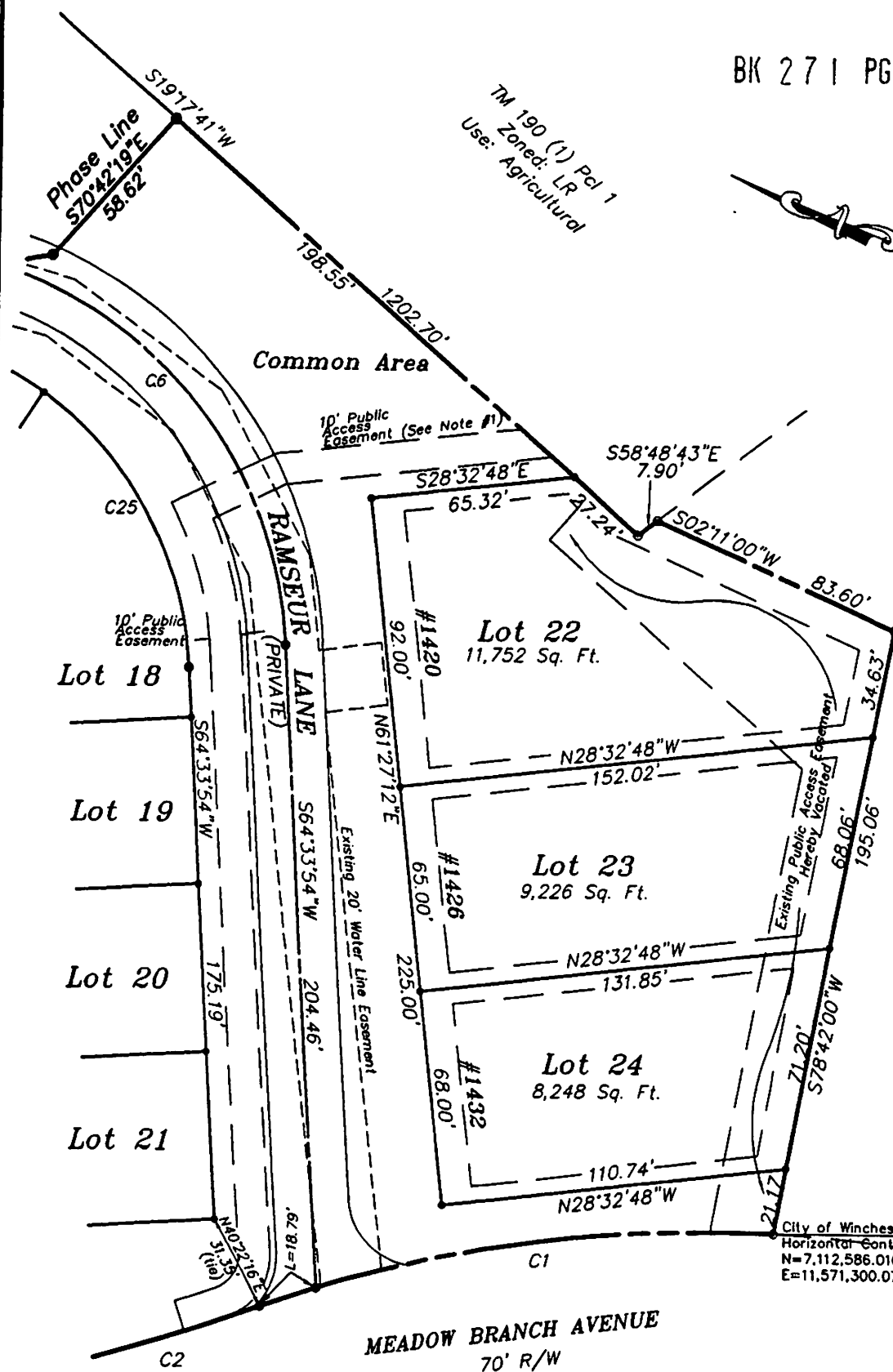
See Sheet 7 of 7

GRAPHIC SCALE

NOTE: Centerline distances shown on Ramseur Lane & Winder Court are to be used as reference points and not for boundary delineation.

BK 271 PG 0504

TM 190 (1) Pcl 1
Zoned: LR
Use: Agricultural

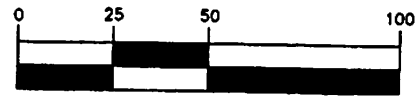


City of Winchester
Horizontal Control System
N=7,112,624.235
E=11,571,491.344

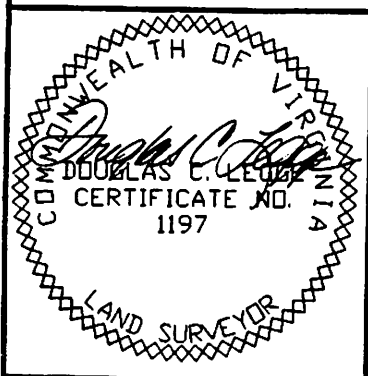
TM 210 (7) Pcl 22A
Zoned: LR
Use: Residential

City of Winchester
Horizontal Control System
N=7,112,586.016
E=11,571,300.075

GRAPHIC SCALE



EARLY'S GREEN



DATE: 7 August 1995 Scale: 1"=50' Sheet 7 of 7



MARSH & LEGGE
Land Surveyors, P.L.C.
139 North Cameron Street Winchester, Virginia 22601
(540) 667-0468 Fax (540) 667-0469