

**ARTICLES OF
INCORPORATION**

ARTICLES OF INCORPORATION
OF
RIVERWALK TOWNES HOMEOWNERS ASSOCIATION, INC.

I hereby form a nonstock corporation under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia of 1950, as amended, and to that end set forth the following:

1. Name. The name of the corporation is Riverwalk Townes Homeowners Association, Inc. (the "Corporation").

2. Membership. Each Owner of a Lot in Riverwalk Townes, as further described in the Declaration of Covenants, Conditions and Restrictions for Riverwalk Townes ("Declaration"), now or hereafter recorded in the Clerk's Office of the Circuit Court of York County, Virginia ("Clerk's Office"), as amended from time to time, shall be a member of the Corporation.

3. Voting Rights. The voting rights of the members, including a statement of the qualifications and rights of the members, and any provisions conferring, limiting or denying the right to vote, shall be set forth in the Bylaws of the Corporation, as amended from time to time ("Bylaws").

4. Registered Office and Registered Agent. The address of the Corporation's initial registered office is The Edgeworth Building, 2100 East Cary Street, P.O. Box 500, Richmond, Virginia 23218-0500. The name of the city in which the initial registered office is located is the City of Richmond. The name of the initial registered agent is Charles H. Rothenberg who is a resident of the Commonwealth of Virginia, a member of the Virginia State Bar and whose business office is identical with the registered office of the Corporation.

5. Purpose. The purpose for which the Corporation is formed is to provide for the administration of a residential subdivision which is located in York County, Virginia, as more specifically described in the Formation Documents defined below (the "Property"), and to provide for the management, maintenance and care of association property (as that term is defined in Section 528(c)(5) of the Internal Revenue Code of 1986, as amended) and in connection therewith, to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Corporation as set forth in the above-referenced Declaration and Bylaws. The foregoing Declaration and Bylaws are together referred to as the "Formation Documents," and are incorporated herein by reference.

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Formation Documents; and pay all expenses in

connection therewith and all office and other expenses incident to the conduct of the business of the Corporation.

(c) Provide for the maintenance, preservation and architectural control of the Lots and Common Area, as defined in the Declaration.

(d) Promote the general health, safety and welfare of the residents within the residential community created at the Property.

(e) Exercise any and all powers, rights and privileges which a corporation organized under the Virginia Nonstock Corporation Act (the "Act") by law may now or hereafter have or exercise.

(f) Form subsidiary corporations in the Corporation's discretion as may be needed or desired to carry out the business of the Corporation.

(g) None of the above purposes is intended to, or shall be interpreted or construed in any way to, conflict with or expand upon the specific purpose first hereinabove mentioned in such a way as to cause the Corporation to lose or not qualify for the exemption from income taxes provided by Section 528 of the Internal Revenue Code of 1986, as amended.

6. Indemnification.

(a) Definitions. For purposes of this paragraph 6, the following definitions shall apply:

(i) "Corporation" means this Corporation only and no predecessor entity or other legal entity.

(ii) "expenses" include counsel fees, expert witness fees and costs of investigation, litigation and appeal, as well as any amounts expended in asserting a claim for indemnification.

(iii) "liability" means the obligation to pay a judgment, settlement, penalty, fine or other such obligation, including, without limitation, any excise tax assessed with respect to an employee benefit plan.

(iv) "legal entity" means a corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise.

(v) "predecessor entity" means a legal entity, the existence of which ceased upon its acquisition by the Corporation in a merger or otherwise.

(vi) "proceeding" means any threatened, pending or completed action, suit, proceeding or appeal whether civil, criminal, administrative or investigative and whether formal or informal.

(b) Limit on Liability. In every instance in which the Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation to the corporation or to its members, the directors and officers of this Corporation shall not be liable to the Corporation or to its members.

(c) Indemnification of Directors and Officers. The Corporation shall indemnify any individual who is, was or is threatened to be made a party to a proceeding (including a proceeding by or in the right of the Corporation or by or on behalf of its members) because such individual is or was a director or officer of the Corporation or because such individual is or was serving the Corporation, or any other legal entity in any capacity at the request of the Corporation while a director or officer of the Corporation, against all liabilities and reasonable expenses incurred in the proceeding except such liabilities and expenses as are incurred because of such individual's willful misconduct or knowing violation of the criminal law. Service as a director or officer of a legal entity controlled by the Corporation shall be deemed service at the request of the Corporation. The determination that indemnification under this paragraph (c) is permissible and the evaluation as to the reasonableness of expenses in a specific case shall be made, in the case of a director, as provided by law, and in the case of an officer, as provided in paragraph 6(d); provided however, that if a majority of the directors of the Corporation has changed after the date of the alleged conduct giving rise to a claim for indemnification, such determination and evaluation shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the Board of Directors and such person. Unless a determination has been made that indemnification is not permissible, the Corporation shall make advances and reimbursements for expenses incurred by a director or officer in a proceeding upon receipt of an undertaking from such director or officer to repay the same if it is ultimately determined that such director or officer is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of the director or officer and shall be accepted without reference to such director's or officer's ability to make repayment. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that a director or officer acted in such a manner as to make such director or officer ineligible for indemnification. The Corporation is authorized to contract in advance to indemnify and make advances and reimbursements for expenses to any of its directors or officers to the same extent provided in this paragraph (c).

(d) Indemnification of Others. The Corporation may, to a lesser extent or to the same extent that it is required to provide indemnification and make advances and reimbursements for expenses to its directors and officers pursuant to paragraph (c), provide indemnification and make advances and reimbursements for expenses to its employees and agents, the directors, officers, employees and agents of its subsidiaries and predecessor entities, and any person serving any other legal entity in any capacity at the request of the Corporation, and may contract in advance to do so. The determination that indemnification under this paragraph (d) is permissible, the authorization of such indemnification and the evaluation as to the reasonableness of expenses in a specific case shall be made as authorized from time to time by general or specific action of the Board of Directors, which action may be taken before or after a claim for indemnification is made, or as otherwise provided by law. No person's rights under paragraph 6(c) shall be limited by the provisions of this paragraph (d).

(e) Successors. The rights of each person entitled to indemnification under this paragraph 6 shall inure to the benefit of such person's heirs, executors and administrators.

(f) Special Legal Counsel. Special legal counsel selected to make determinations under this paragraph 6 may be counsel for the Corporation.

(g) Other Indemnification Rights. Indemnification pursuant to this paragraph 6 shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Corporation and indemnification under policies of insurance purchased and maintained by the Corporation or others. However, no person shall be entitled to indemnification by the Corporation to the extent such person is indemnified by another, including an insurer.

(h) Insurance. The Corporation is authorized to purchase and maintain insurance against any liability it may have under this paragraph or to protect any of the persons named above against any liability arising from their request of the Corporation regardless of the Corporation's power to indemnify against such liability.

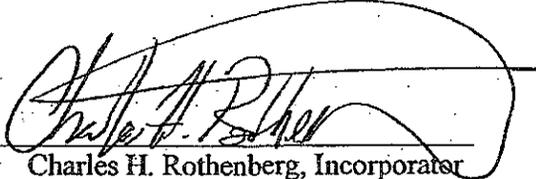
(i) Interpretation. The provisions of this paragraph 6 shall not be deemed to preclude the Corporation from entering into contracts otherwise permitted by law with any individuals or legal entities, including those named above. If any provision of this paragraph 6 or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this paragraph, and to this end the provisions of this paragraph 6 are severable.

(j) Amendments. No amendment, modification or repeal of this paragraph 6 shall diminish the rights provided hereunder to any person arising from conduct or events occurring before the adoption of such amendment, modification or repeal.

7. Dissolution. If the Corporation is dissolved at any time, its assets shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.

8. Amendment. Any amendment to these Articles of Incorporation shall require the approval of at least two-thirds (2/3) of the votes of the members of the Corporation.

DATED: January 10, 2008


By: Charles H. Rothenberg, Incorporator

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 11, 2008

The State Corporation Commission has found the accompanying articles submitted on behalf of
Riverwalk Townes Homewoners Association, Inc.

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it
is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of
the Commission, effective January 11, 2008.

The corporation is granted the authority conferred on it by law in accordance with the articles,
subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By



Commissioner

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of all documents constituting the charter of Riverwalk Townes Homewoners Association, Inc. on file in the Clerk's Office of the Commission.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:
January 11, 2008*

Joel H. Peck

Joel H. Peck, Clerk of the Commission

BYLAWS
OF
RIVERWALK TOWNES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is the Riverwalk Townes Homeowners Association, Inc. (the "Association"). The principal office of the corporation shall be initially located at 1643 Merrimac Trail, Williamsburg, VA 23185, but meetings of members and directors may be held at such places within or outside the Commonwealth of Virginia, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. Member. "Member" is defined as any person entitled to membership in the Association, as set forth in the "Declaration." The Declaration is defined as that certain "Declaration of Covenants, Conditions and Restrictions for Riverwalk Townes" (the "Declaration"), which has been recorded in the Clerk's Office of the Circuit Court of the County of York, Virginia, in P, and all amendments and annexations thereto.

Section 2. Initially Capitalized Words. Certain initially capitalized words or terms not defined in these Bylaws shall have the same meaning as set forth in the Declaration, the terms of which are incorporated herein by this reference.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held on or about the second Wednesday of October, 2007. Each subsequent regular annual meeting of the Members shall be held on or about the second Wednesday of October of each year thereafter.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of Members who are entitled to cast one fourth (1/4) of all of the votes entitled to be cast by the Members.

Section 3. Notice of Meetings. Except as may otherwise be provided in these Bylaws or in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting. A copy of the notice shall be hand delivered or mailed, postage prepaid, (a) if for a regular meeting, no less than fourteen (14) days and no more than thirty (30) days before such meeting, (b) if for a special meeting, no less than seven (7) days and no more than thirty (30) days before such meeting, and (c) if for a meeting to act on an amendment to the Articles of Incorporation, a plan of merger, a proposed sale of assets other than in the Association's usual course of business, or dissolution of the Association, no less than twenty five (25) nor more than sixty (60) days before such meeting, to each Member entitled to vote thereat, addressed to the Member's address currently appearing on the books of the Association, or supplied in writing by such Member to the Association for the purpose of notice. This notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. A Member may waive notice of any meeting by submitting a signed waiver to the secretary or by attendance at the meeting.

Section 4. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll call and establishment of a quorum;
- (b) Proof of notice of meeting;
- (c) Approval of minutes of preceding meeting;
- (d) Reports of officers and Board of Directors, when appropriate;
- (e) Reports of committees, when appropriate;
- (f) Discussion of budget, when appropriate;
- (g) Election of members of the Board of Directors (when so required);
- (h) Unfinished business; and lastly,
- (i) New business.

Section 5. Voting at Meetings. Unless greater than a majority vote is otherwise required by the Virginia Nonstock Corporation Act (the "Act"), the Articles of Incorporation, the Declaration or these Bylaws, the vote, by the Members, of more than fifty percent (50%) of the votes entitled to be cast at a duly convened meeting at which a quorum is present is required to adopt decisions made at any meeting of the Association.

Section 6. Multiple Votes. When more than one person holds an interest in a Lot within the Property: (i) the vote for such Lot shall be exercised as the co-owners among themselves determine, but no more votes may be cast with respect to such Lot than have been allocated to the Lot; (ii) if only one co-owner of a Lot casts the votes allocable to that Lot, the presiding officer at the meeting at which such vote is to be cast shall deem that the vote allocable to such Lot is to be cast by such co-owner; and (iii) if the parties together entitled to cast a vote with respect to a Lot in which they hold a co-interest cannot among themselves determine how to exercise such vote, the presiding officer of the meeting at which such vote is to be cast shall disallow the vote with respect to such Lot.

Section 7. Quorum.

(a) General Quorum Requirements. At any meeting of Members, the presence at the beginning of the meeting, whether by proxy or in person, of Members entitled to cast twenty-five percent (25%) of the votes entitled to be cast by all of the Members shall constitute a quorum for any action except as provided in subparagraph (b) below and as otherwise provided in the Act, the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn and reconvene the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented. The required quorum at the reconvened meeting shall be ten percent (10%) of the votes entitled to be cast by all of the Members. In determining whether a quorum exists at any meeting of the Members, the presiding officer, if he or she wishes to, shall be entitled to rely upon the representation of the Declarant as to the number of votes it is entitled to at any given time without further inquiry.

(b) Special Quorum Requirements. At any meeting of the Members called for the purpose of taking any action pursuant to the Declaration, the number of votes required by the Declaration for the approval of the action shall also constitute a quorum.

Section 8. Proxies. At any meeting of the Association, Members may cast their votes in person or by proxy. All proxies shall be in writing in accordance with the then-approved form of proxy, and filed with the presiding official of the meeting at which the vote is to be cast. Every proxy shall be revocable and shall automatically terminate (1) upon conveyance by the Member of the Lot to which the vote pertains, or (2) if the Member giving the proxy personally attends the meeting to which the proxy pertains.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION, REMOVAL AND COMPENSATION

Section 1. Number and Term. The affairs of the Association shall be managed by the Board of Directors. During the Declarant's Control Period, the Board of Directors shall be comprised of at least two (2) directors, but not more than three (3) directors, none of whom need be Members. At the first annual meeting after the expiration of the Declarant Control Period, the Members shall elect three (3) directors. The persons receiving the first and second highest number of votes shall serve for a term of two (2) years each. The person receiving the third highest number of votes shall serve for a term of one (1) year. Thereafter, Directors shall serve for terms of two (2) years each. Directors' terms of office shall commence immediately upon election and shall continue until the election of their successors, except as otherwise provided in these Bylaws. Directors may be elected for an unlimited number of terms.

Section 2. Nomination. After the termination of the Declarant Control Period, nomination for election to the Board of Directors shall be made by a Nominating Committee, except that no nomination shall be required where the members of the Board of Directors select a successor pursuant to Article VI, subsection 1(h) of these Bylaws. Nominations may also be made by Members from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members. The Nominating Committee shall be appointed by the Board of Directors to serve from the close of each annual meeting of the Members until the close of the next annual meeting or until their successors are duly elected, if later. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Removal. After the expiration of the Declarant Control Period, any director may be removed from the Board of Directors, with or without cause, by more than fifty percent (50%) of the votes entitled to be cast by all of the Members, and the successor to the director so removed by the Members shall be selected by the Members at the time of such removal. Upon the death, resignation or removal

of a director by the Board of Directors as permitted by Article VI, subsection 1(h), a successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association unless such compensation is approved by seventy-five percent (75%) of the votes entitled to be cast by all of the Members. However, any director may be reimbursed for his actual expenses reasonably incurred in the performance of his duties.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held as the Board of Directors deems necessary, or as infrequently as annually, at such place and hour as may be fixed from time to time by resolution of the Board of Directors. No other notice shall be required. Should a meeting fall upon a legal holiday or weekend, then that meeting shall be held at the same time on the next day which is not a legal holiday or weekend.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after at least three (3) business days' notice of the meeting is hand delivered or mailed to each director specifying the time and place of the meeting and the business to be transacted thereat. Notice of special meetings may be waived by submitting a signed waiver to the secretary or by attendance at the meeting.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the directors or pursuant to a telephonic meeting, as permitted by Virginia law. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. In addition to all other powers granted in these Bylaws or in the Declaration, plus all powers conferred by law or inferred from obligations imposed by them, the Board of Directors shall have power to:

(a) Subject to the provisions of Article X of these Bylaws, suspend a Member's voting rights and right to use any of the Common Area (except for the right to use roadways for ingress and egress to such Member's Lot) during any period in which the Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended for a period not to exceed sixty (60) days for any single and nonrecurring infraction of any published rules and regulations or breach of or default under any of the covenants or provisions contained in the Declaration. If any such infraction, breach or default is *continuous or recurring*, then such rights may be suspended for a period commencing as of the hearing required under section 3 of Article X of these Bylaws and ending not more than sixty (60) days after the date such infraction, breach or default ceases or is remedied;

(b) Commence to foreclose the liens imposed by the Declaration against any Lot within the Development for which assessments are not paid when due or bring an action at law against the Member personally obligated to pay the same, or both. In addition, to the extent permitted by law, the Board may assess a late charge as provided in the Declaration on each assessment or installment thereof not paid within the grace period, if any, permitted for such late payment.

(c) Exercise for the Association the right to maintain or improve the Common Area as provided in the Declaration;

(d) Exercise for the Association the right to dedicate or transfer Common Area to any public agency, authority or utility as provided in the Declaration;

(e) Promulgate rules and regulations governing the use of, and activity upon, the Common Area. All rules and regulations promulgated by the Board of Directors shall be published and distributed to each Member at his record address at least thirty (30) days prior to the effective date of such rules and regulations;

(f) Enforce the decisions and regulations of the Architectural Committee by any lawful means;

(g) Exercise on behalf of the Association the right to annex real property to the provisions of the Declaration and jurisdiction of the Association as provided in the Declaration;

(h) Declare the office of a member of the Board of Directors to be vacant if such member shall be absent from three (3) consecutive regular meetings of the Board of Directors and appoint a successor member to fill such vacancy for the remaining term of the vacating member;

(i) Exercise for the Association all powers, duties and authority (i) vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration, and (ii) vested in or delegated to the Board of Directors by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(j) Permit the temporary use of the Common Area for parking and promulgate regulations governing the same; and

(k) Exercise for the Association the right for the Association to permit non-Members to use the facilities located within the Common Area on such terms and conditions as determined by the Board.

Section 2. Duties. In addition to all other duties imposed by these Bylaws or the Declaration, it shall be the duty of the Board of Directors to:

(a) Cause to be kept a record of its acts and corporate affairs;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(i) Fix the amount of the annual assessment and special assessment and other assessments provided for in the Declaration or Virginia law to every Member subject thereto; and

(ii) Send written notice of each assessment to every Member subject thereto at the Member's record address as required by the Declaration;

(d) Provide for the preparation of the disclosure information required by the Act;

- (e) Procure and maintain adequate liability and hazard insurance on property owned or leased by the Association and such other additional coverages;
- (f) File and adjust all claims arising under such insurance;
- (g) Cause all officers, employees or agents having fiscal responsibilities to be bonded, if fidelity bonds are reasonably available, the cost of which bonds shall be common expenses of the Association;
- (h) Appoint members of the Architectural Committee as provided in the Declaration and appoint a Nominating Committee, as provided in these Bylaws. The Board of Directors may appoint other committees as it deems appropriate in carrying out its duties; and
- (i) Enforce the decisions and regulations of the Architectural Committee by any lawful means.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a president, who shall at all times be a member of the Board of Directors, a vice president, a secretary and a treasurer and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. An organizational meeting of the Board of Directors shall be held within thirty (30) days after the annual meeting of the Members. The election of officers shall take place at the organizational meeting.

Section 3. Term. The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year or, if later, until their respective successors are elected, unless any shall sooner resign, or shall be removed, or otherwise disqualified to serve. Officers may be reelected for an unlimited number of terms.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require. Each such officer shall hold office for such period, have such authority and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or, if later, such time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The same person shall be permitted to simultaneously hold more than one of any of the offices described in Sections 1 and 4 of this Article, except for the president and unless prohibited by the Act.

Section 8. Duties. The duties of the officers are as follows:

(a) **President.** The president shall (i) preside at all meetings of the Board of Directors; (ii) see that orders and resolutions of the Board of Directors are carried out; (iii) sign all leases, mortgages, deeds and other written instruments on behalf of the Association; and (iv) sign on behalf of the Association all promissory notes. In addition, the president shall exercise and discharge such other duties as may be required of him by the Board of Directors and shall have all the rights and duties of a president of a nonstock corporation under the Act.

(b) **Vice President.** The vice president shall act in the place and stead of the president upon the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

(c) **Secretary.** The secretary shall (i) record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; (ii) serve notice of meetings of the Board of Directors and of the Members, (iii) keep appropriate current records showing the Members together with their addresses; and (iv) perform such other duties as required by the Board of Directors.

(d) **Treasurer.** The treasurer shall be responsible for performing the following tasks or causing them to be performed: (i) receive and deposit in appropriate bank accounts all monies of the Association; (ii) disburse funds of the Association as directed by resolution of the Board of Directors; (iii) sign all checks of the Association; (iv) keep proper books of account; (v) if required by the Board of Directors, cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and (vi) prepare a statement

of income and expenditures to be presented to the Members at their regular annual meeting, and deliver a copy of such statements to the Members.

ARTICLE VIII

Section 1. Common or Interested Directors.

(a) The Board of Directors shall exercise its powers and fulfill its duties in good faith and with a view to the best interests of the Association. A contract or other transaction between the Association and one or more of its directors, or between the Association and any corporation, firm or association (including the Declarant) in which one or more of the directors of the Association are directors or officers or are pecuniarily or otherwise interested, shall not be void or voidable because such director or directors are present or vote at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, provided that the conditions specified in at least one of the following subsections exist:

(i) The fact of the common directorate or interest is disclosed or known to the Board of Directors or noted in the minutes and a majority of the noninterested members of the Board of Directors authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(ii) The fact of the common directorate or interest is disclosed or known to the Members, or a majority thereof, and a majority of the Members, without including the vote of any interested director, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose; or

(iii) The cost of any services or goods contracted for is competitive with the cost of like services or goods provided by other reputable companies offering such services or goods in the Williamsburg, Virginia metropolitan area; or

(iv) The contract or transaction is commercially fair and reasonable for the Association at the time it is authorized, ratified, approved or executed.

(b) A common or interested director may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction between the Association and the common or interested director and may vote thereat to authorize any contract or transaction subject to this Section.

Section 2. Exculpation of the Association. The Association shall not be liable for injury or damage to any person or property caused by the elements, any Member, or any other person, or resulting from electricity or water, snow or ice upon or which may leak or flow from any portion of any Common Area or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles from any part of the Common Area. No diminution or abatement of any assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to any Common Area or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IX

MANAGEMENT AGENT AND EMPLOYEES

The Board of Directors may in its sole discretion engage a management company to act as its agent, or may hire an employee or employees, in carrying out the collection and enforcement of assessments, and such other duties which are regular and prudent to delegate to a management agent.

ARTICLE X

ENFORCEMENT

Section 1. Sanctions. The Board of Directors shall have the power to impose the sanctions and remedies made available to the Association or the Board of Directors by the Declaration, these Bylaws, the Act or other laws, upon the violation by a Member of any duty created under the Declaration, these Bylaws, any rules or regulations duly adopted by the Association or the Board of Directors, or the Architectural Committee Standards.

Section 2. Notice. Prior to the imposition of any sanction described in Section 1 of this Article, the Board of Directors or its delegate shall serve the alleged violator with written notice of the alleged violation and the Member's right to a hearing.

Section 3. Hearing. The hearing shall be held before the Board of Directors, or a tribunal appointed by the Board of Directors, affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction imposed hereunder, proof of proper notice shall be placed in the minutes of the

meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured prior to the date of the hearing. Such suspension shall not constitute a waiver of the right to impose sanctions as a result of future violations by any party of the same or other provisions and rules.

Section 4. Exceptions to Notice and Hearing Requirements. The provisions of Sections 2 and 3 of this Article shall not apply to the following sanctions:

- (a) the imposition of late payment fees, fines and interest on delinquent assessments;
- (b) the filing of liens for delinquent assessments;
- (c) actions or suits brought to enforce or foreclose liens for assessments;
- (d) the acceleration of the balance of any assessment in connection with the nonpayment of the assessment; and
- (e) unless otherwise required by the Declaration, the enforcement of any provision of the Declaration, these Bylaws, the Design Standards, or the rules and regulations of the Association, by self-help (including, without limitation, the towing of vehicles parked in violation of the Declaration, the Design Standards, or the rules and regulations).

Section 5. Application of Sanctions. Unless expressly limited by the Board of Directors, the sanctions described in this Article shall apply to the violating Member, his family, guests, tenants and other invitees.

Section 6. Additional Enforcement Rights. The Association shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. In any such action, the Member or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees and costs and administrative fees and costs, actually incurred.

Section 7. Non-Waiver. Failure by the Board of Directors to enforce any covenant or restriction contained in the Declaration, the Design Standards or other

rules and regulations adopted by the Association shall not be construed or deemed a waiver of the right to do so thereafter.

ARTICLE XI

BOOKS AND RECORDS

In accordance with the Act, the books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Member at the principal office of the Association. Additionally, the Declaration, the Articles of Incorporation and these Bylaws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

AMENDMENTS AND CONFLICTS

Section 1. Amendment by Members. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of more than two-thirds (2/3) of the votes entitled to be cast by the Members present at the meeting, a quorum being present. For the purposes of this Section 1, the presence at the beginning of the meeting whether by proxy or in person of Members entitled to cast fifty percent (50%) of the votes entitled to be cast by all of the Members shall constitute a quorum.

Section 2. Conflicts. If there is any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and if there is any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st of December of every year, except that the first fiscal year shall begin on the date of incorporation.

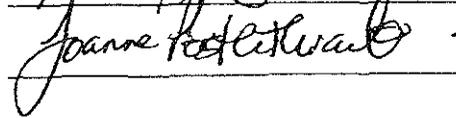
ARTICLE XIV

INTERPRETATION

These Bylaws shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, we, being all of the directors of the Riverwalk
Townes Homeowners Association, Inc., have hereunto set our hands this 28 day of
SEPTEMBER, 2007.





Joanne Kestelwald

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the Riverwalk Townes Homeowners Association, Inc., a Virginia nonstock corporation (the "Association");
and

That the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted by unanimous written consent of the Board of Directors thereof dated the 28 day of SEPTEMBER, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 28 day of SEPTEMBER, 2007.


By _____, Secretary

**ACTION OF A
CLASS B MEMBER**

ACTION OF A CLASS B MEMBER

**Appointment of the Architectural Committee
for the Riverwalk Townes Homeowners Association, Inc.**

THIS ACTION is taken by the undersigned Yorktown Land Development, LLC, Declarant of the Riverwalk Townes Homeowners Association, Inc. (the "Association"), pursuant to the Declaration of Covenants and Conditions for Riverwalk Townes and the Bylaws of the Association (collectively, the "Governing Documents").

WHEREAS, according to the Declaration, the Architectural Committee shall be "composed of two (2) or more representatives appointed by the Declarant for as long as Declarant or any Builder owns any Lots and thereafter by the Board."

WHEREAS, the Declarant desires to appoint the Architectural Committee.

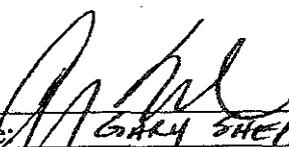
NOW THEREFORE, be it resolved that the following individuals are appointed to serve on the Architectural Committee of the Association, and such individuals shall exercise the rights, responsibilities and obligations of such Architectural Committee as set forth in the Association's Governing Documents and as provided by law:

GARY SHEPPARD MICHAEL BAUST
JOANNE PRITTEHWATE _____

IN WITNESS WHEREOF, the Class B member has duly executed this Action effective this 28 day of SEPTEMBER, 2007.

LLC

YORKTOWN LAND DEVELOPMENT,

By: 
Name: GARY SHEPPARD
Title: PRES., SHEPPARD HALL, MANAGER

**APPOINTMENT OF
BOARD OF DIRECTORS**

APPOINTMENT OF BOARD OF DIRECTORS

FOR

RIVERWALK TOWNES HOMEOWNERS ASSOCIATION, INC.

EFFECTIVE DATE: 9/20, 2007

Pursuant to the Declaration of Covenants, Conditions and Restrictions for Riverwalk Townes (the "Declaration"), the undersigned (the "Declarant") reserved the right to appoint the members of the Board of Directors of Riverwalk Townes Homeowners Association, Inc. (the "Association"), until the expiration of the Declarant Control Period, as defined the Declaration.

This letter will serve as notice that the following individuals are hereby appointed members of the Board of Directors of the Association:

GARY SHEPPARD
MICHAEL BAUER
JOANNE POSTLETHWAITE

Each of the foregoing individuals shall serve as members of the Board of Directors of the Association until the earlier of (a) the expiration of the Declarant Control Period, or (b) until removed by the Declarant.

Pursuant to Virginia Code section 13.1-822, the undersigned incorporator hereby ratifies and confirms the appointment of the individuals appointed as members of the Board of Directors by the Declarant in this Appointment of Board of Directors.

This instrument will be placed in the minute book of the Association.

WITNESS the following signature:

DECLARANT:

YORKTOWN LAND DEVELOPMENT, LLC, a
Delaware limited liability company

By: 

Name: _____

Title: _____

GARY SHEPARD
Pres, SHEPARD HALE, MANAGER

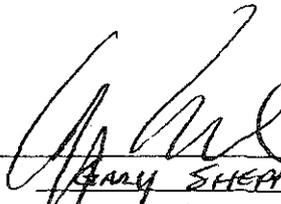
INCORPORATOR: _____

Charles H. Rothenberg

**CONSENT OF PERSONS
TO BE ELECTED DIRECTOR**

CONSENT OF PERSON TO BE ELECTED DIRECTOR

Pursuant to Section 13.1-855.E. of the Code of Virginia of 1950, as amended, the undersigned, hereby evidences his/her consent to being elected as a director of the Riverwalk Townes Homeowners Association, Inc., a Virginia non-stock corporation, to serve from the date appointed by Yorktown Land Development, LLC ("Declarant") until the earlier of (a) the expiration of the Declarant Control Period (as defined in the Declaration of Covenants, Conditions and Restrictions for Riverwalk Townes) and the election by the members and qualification of the undersigned's successor, or (b) the removal of the undersigned by the Declarant, or (c) until his/her resignation.

Name: 
Dated: 9/28/07

CONSENT OF PERSON TO BE ELECTED DIRECTOR

Pursuant to Section 13.1-855.E. of the Code of Virginia of 1950, as amended, the undersigned, hereby evidences his/her consent to being elected as a director of the Riverwalk Townes Homeowners Association, Inc., a Virginia non-stock corporation, to serve from the date appointed by Yorktown Land Development, LLC ("Declarant") until the earlier of (a) the expiration of the Declarant Control Period (as defined in the Declaration of Covenants, Conditions and Restrictions for Riverwalk Townes) and the election by the members and qualification of the undersigned's successor, or (b) the removal of the undersigned by the Declarant, or (c) until his/her resignation.


Name: JOANNE POSTLETHWAITE
Dated: September 28th 2007

CONSENT OF PERSON TO BE ELECTED DIRECTOR

Pursuant to Section 13.1-855.E. of the Code of Virginia of 1950, as amended, the undersigned, hereby evidences his/her consent to being elected as a director of the Riverwalk Townes Homeowners Association, Inc., a Virginia non-stock corporation, to serve from the date appointed by Yorktown Land Development, LLC ("Declarant") until the earlier of (a) the expiration of the Declarant Control Period (as defined in the Declaration of Covenants, Conditions and Restrictions for Riverwalk Townes) and the election by the members and qualification of the undersigned's successor, or (b) the removal of the undersigned by the Declarant, or (c) until his/her resignation.


Name: MICHAEL J. BAUST
Dated: 9.28.07

**CONSENT OF DIRECTORS
IN LIEU OF
ORGANIZATIONAL MEETING**

RIVERWALK TOWNES HOMEOWNERS ASSOCIATION, INC.

CONSENT OF DIRECTORS
IN LIEU OF
ORGANIZATIONAL MEETING

Pursuant to Sections 13.1-865 and -867 of the Code of Virginia of 1950, as amended, the undersigned, being the initial directors of THE Riverwalk Townes Homeowners Association, Inc., a Virginia nonstock corporation, appointed by Yorktown Land Development, LLC, a Virginia limited liability company, in its capacity as Declarant under the Declaration of Conditions, Conditions and Restrictions for Riverwalk Townes, hereby approve and adopt the following actions by written consent in lieu of an organizational meeting of the Board of Directors of the corporation and waive all requirements of notice of such meeting, statutory or otherwise. This document may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

RESOLVED, that the Articles of Incorporation having been filed with the Virginia State Corporation Commission and a Certificate of Incorporation issued on August 30, 2007, the Secretary of the corporation is directed to file a copy of the Articles of Incorporation and Notice of the Certificate of Incorporation in the minute book;

RESOLVED, that the form of Bylaws for the regulation of the affairs of the corporation, a copy of which the Secretary is directed to file in the minute book immediately following the Articles of Incorporation, is adopted as the Bylaws of the corporation;

RESOLVED, that the actions of Charles H. Rothenberg, in acting as incorporator are ratified, confirmed and adopted, and the incorporator is indemnified for any claims against him in his capacity as incorporator;

RESOLVED, that the following persons are appointed to serve in the offices set forth below until the first regular meeting of the Board of Directors following the first annual meeting of the members of the corporation or until their respective successors shall be duly elected:

President-

GARY SHEPPARD

Vice President -

MICHAEL BAUST

Secretary -

GARY SHEPPARD

Treasurer -

MICHAEL BAUST

RESOLVED, that the seal, an impression of which the Secretary is directed to make in the margin of this Consent opposite the place where this resolution is recorded, is adopted as the seal of the corporation;

RESOLVED, that the President or Vice President is authorized to enter into and execute, for and on behalf of the corporation, such agreements and instruments and take such action as he may deem necessary or proper to conduct the business of the corporation; that all agreements and instruments not requiring a seal be sufficiently executed when they bear the name of the corporation, executed by the President or Vice President; that all agreements and instruments requiring the seal of the corporation be sufficiently executed when they bear the name of the corporation, executed by the President or Vice President, and its corporate seal affixed and attested by the Secretary;

RESOLVED, that the President or Vice President is authorized to borrow money, for and on behalf of the corporation, in such amounts and on such terms and conditions as he may deem necessary or proper to conduct the business of the corporation, and the President or Vice President is authorized to execute such agreements and instruments and take such action as he may deem necessary or proper, and the Secretary is directed to affix the seal as may be required, to consummate the foregoing;

RESOLVED, that the President or Vice President is authorized to hire employees of the corporation and to fix their compensation in such amounts as he shall deem proper;

RESOLVED, that assessments shall be due and payable in equal monthly installments on the first (1st) day of each month;

RESOLVED, that pursuant to the provisions of Sections 248 and 195 of the Internal Revenue Code of 1954, as amended, and the regulations issued thereunder, the corporation elects to deduct all "organizational expenditures" and "start-up expenditures" in the manner, at such times and in the amounts provided thereby and the President of the corporation is authorized and directed to take such action as he may deem necessary or proper to effect such election.

RESOLVED, any President or Vice President of the corporation is hereby authorized to enter into that certain Management Agreement with United Property

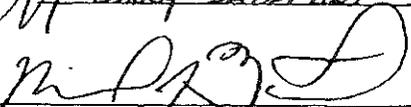
Associates for the management of the Riverwalk Townes development substantially in the form of the agreement attached hereto as Exhibit A, and that the actions of any officer of the corporation in negotiating and completing such agreement are hereby ratified, confirmed and adopted.

No other action is consented to or taken.

EFFECTIVE DATE: SEPTEMBER 28, 2007


Name: GARY SINCOPADO

9-28-07
Date of Execution


Name: MICHAEL J. BRUST

9.28.07
Date of Execution


Name: JOANNE POSTLETHWAITE

9.28.07.
Date of Execution

EXHIBIT A

UNITED PROPERTY ASSOCIATES – MANAGEMENT AGREEMENT

#1441394v1 031522.00001

**RIVERWALK TOWNES HOMEOWNERS ASSOCIATION, INC.
PROXY FOR MEETING OF MEMBERS**

Pursuant to the Bylaws of RIVERWALK TOWNES HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation (the "Association"), the undersigned member of the Association (the "Member") hereby appoints _____ with full power of substitution, as proxy to represent and to vote the Member's vote(s), as directed below at the Meeting of Shareholders of the Company to be held at the principal offices of the Company located in _____, Virginia on _____, 20__, at _____ a.m./p.m. and all adjournments thereof (the "Meeting"), as if the Member were present in person and voting at the Meeting.

Please vote the Votes in favor of the transaction(s) below:

PROPOSED TRANSACTION:

PROPOSED TRANSACTION:

The Member further waives all statutory or other requirements of notice of the Meeting.

HIS PROXY MUST BE DATED TO BE VALID. ALL JOINT OWNERS (E.G., YOUR SPOUSE) OF A LOT MUST SIGN THIS PROXY OR A DUPLICATE OF THIS PROXY.

Date

Signature

Print Name

Date

Signature

Print Name

Number of Lots Owned

1440465v4 031522.00001

000000184

PLAT INSTRUMENT #07002415

Prepared by:
Hirschler Fleischer
P.O. Box 500
Richmond, VA 23218-0500
GPIN: 011A-0080-4779
011A-0017-4969
012C-0707-0004



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERWALK TOWNES

THIS DECLARATION (this "Declaration") is made as of the 14th day of June, 2007, by YORKTOWN LAND DEVELOPMENT, LLC, a Delaware limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant owns certain real property in York County, Virginia, which is described on Exhibit "A" hereto, and desires to submit such property to a common scheme of development; and

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest therein or in any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

1.1 "Additional Land" shall mean and refer to the real property in the vicinity of the Property which may, by recordation of a Declaration of Annexation as provided in Article XI, be annexed and become governed by this Declaration. The Additional Land is described on Exhibit "C" to this Declaration.

1.2 "Architectural Committee" shall have the meaning set forth in Section 5.1.

1.3 "Areas of Common Responsibility" shall mean the Common Area together with those areas which by supplemental declaration or contract become the responsibility of the Association whether or not owned by the Association.

1.4 "Association" shall mean and refer to Riverwalk Townes Homeowners Association, Inc., a Virginia non-stock corporation, its successors and assigns.

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1.5 "Board of Directors" or "Board" shall mean and refer to the board of directors of the Association.

1.6 "Builder" shall mean and refer to any Person who is duly licensed as a contractor and who purchases one (1) or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such Person's business. Any Person occupying or leasing a Lot for residential purposes shall cease to be considered a Builder with respect to such Lot immediately upon occupancy of the Lot for residential purposes, notwithstanding that such Person originally purchased the Lot for the purpose of constructing improvements for later sale to consumers.

1.7 "Clerk's Office" shall mean the Clerk's Office of the Circuit Court of York, Virginia, or its successor repository of land records.

1.8 "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners and shall include any improvements now or hereafter located within such real property, including, without limitation, any clubhouse, pool, streets, street lights, irrigation, landscaping, entrance features, ponds, best management practice areas ("BMPs"), fountains, stormwater systems, bridges and any improvements required by local, state or federal laws or regulations. The Common Area shall be conveyed by the Declarant to the Association at any time after the conveyance of the first Lot to an Owner other than the Declarant, or promptly thereafter upon the request of the Association. The Declarant may convey lakes, BMPs, and wetlands areas now or hereafter owned by the Declarant in the vicinity of the Property to the Association for use as Common Area at any time or from time to time while this Declaration is in effect, but shall not be required to convey any particular property. If such property is owned by a Person other than the Declarant, the property may be conveyed to the Association with the written consent of the Declarant. The Association cannot decline acceptance of the conveyance of any Common Area, including, without limitation, the lakes and wetlands, if any, from, or with the consent of, the Declarant, but shall be deemed to have automatically and irrevocably accepted the Common Area conveyed to it simultaneously with the recordation of a deed of conveyance from, or with the consent of, the Declarant to the Association conveying property described as or to be held as Common Area. The Association shall be responsible for maintaining the Common Area upon recordation of a plat or other instrument designating the property as Common Area. The initial Common Area is described on Exhibit "B" hereto.

1.9 "Declarant" shall mean and refer to the person named in the first paragraph of this Declaration, and its successors and assigns, provided that the Declarant assigns to such successors or assigns the Declarant's rights under this Declaration pursuant to a written instrument recorded in the Clerk's Office.

1.10 "Declarant Control Period" shall have the meaning set forth in Section 3.3 herein.

1.11 "Declarant's Utility Rights" shall mean and refer to the exclusive and alienable rights, powers, easements and privileges hereby reserved by the Declarant to go on, over, under

and upon every portion of the Common Area to erect, lay, construct, install, maintain, repair and use electric, telephone and television wires, cables and conduits, drainage ways, sewers, water lines and water mains and such other utilities and utility systems as the Declarant finds necessary or advisable in connection with the development of the Property or any portion of the Additional Land. These rights include the right to cut bushes and trees, grade soil and such other actions reasonably necessary to economically and safely install, repair and use such utility systems. The Declarant's Utility Rights shall also include the exclusive and alienable right to sell, grant, convey and/or dedicate any utility system (and adjoining area) within the Common Area to the County of York or one or more public utility companies. The Declarant's Utility Rights shall continue in effect until such time as the Declarant, including any successor Declarant, has conveyed or relinquished all of the Declarant's right, title and interest in and to any portion of the Property and the Additional Land.

1.12 "Dwelling" shall refer to the home approved by the Architectural Committee, or, if no Architectural Committee exists, the Board of Directors, that has been constructed upon a Lot regardless of whether such home is occupied by the owner as a principal residence.

1.13 "Governing Documents" shall collectively mean and refer to this Declaration of Covenants, Conditions and Restrictions, the By-Laws, the Articles of Incorporation and the rules and regulations of the Association as adopted by the Board and as amended from time to time, and the Standards.

1.14 "Improved Lot" shall mean and refer to any Lot which has all of the following characteristics:

1.14.1 a Dwelling approved by the Architectural Committee has been constructed thereon;

1.14.2 either a permanent or temporary certificate of occupancy has been issued for the Dwelling constructed thereon or one (1) year has passed from the date of issuance of a building permit for such Dwelling; and,

1.14.3 the Lot has been conveyed to an Owner other than Declarant.

1.15 "Lot" shall mean and refer to any plot of land shown upon a recorded subdivision plat of the Property upon which a Dwelling may be constructed. "Lot" shall not include any Common Area or public road.

1.16 "Maintenance Chart" shall mean and refer to the table of maintenance, repair and replacement responsibilities with respect to Dwellings and Lots attached hereto as Exhibit "D", as modified from time to time.

1.17 "Owner" shall mean and refer to the record owner, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including Declarant and Builders, but excluding those having such interest merely as security for the performance of an obligation.

1.18 "Person" shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person, or any other legal entity.

1.19 "Property" shall mean and refer to that certain real property described on Exhibit "A" hereto, and such additions thereto as may hereafter be submitted to this Declaration.

1.20 "Standards" shall have the meaning set forth in Section 5.1.

1.21 "Supplemental Declaration" shall have the meaning set forth in Section 10.3.

1.22 "Unimproved Lot" shall mean and refer to any Lot that is not an Improved Lot.

ARTICLE II PROPERTY RIGHTS

2.1 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

2.1.1 Admission Fees. The right of the Association to charge reasonable admission and other fees for the use of existing recreational facilities, if any, from time to time situated upon the Common Area;

2.1.2 Suspension for Failure to Pay Assessments. The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations, provided that access to the Owner's Lot over Common Area is not disturbed or interfered with.

2.1.3 Association Right to Dedicate. The right of the Association to dedicate or transfer all or any part of the Common Area, subject to the Declarant's Utility Rights, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective and no mortgaging of the Common Area to secure a debt shall be effective, unless an instrument signed or approved by the Owners of at least two-thirds (2/3) of the Lots agreeing to such dedication, transfer or mortgaging has been recorded. If ingress or egress to any Lot is through the Common Area, any mortgage or conveyance of that portion of the Common Area shall be made subject to the Owner's ingress and egress easement.

2.1.4 Declarant's Rights. The rights reserved to Declarant in Section 7.1 (Reservation [of Easements] by Declarant) of this Declaration.

2.1.5 Use by Other Persons. The right of the Association, from time to time, and at any time, to allow Persons other than Owners to use all or any portion of the Common

Areas, including without limitation, the recreational facilities, on such terms and conditions as shall be acceptable to the Board.

2.2 Delegation of Use. Any Owner may delegate, in accordance with the Association's By-Laws, his right of enjoyment to the Common Area and facilities thereon to the members of his family, his tenants, or contract purchasers who reside in a Dwelling. If an Owner leases a Dwelling to a Person, the Owner's right of enjoyment of the Common Area and facilities appurtenant to the Dwelling shall automatically transfer to the Person leasing the Dwelling, unless the Owner provides written notice to the Association stating that the Owner will maintain the sole right of enjoyment of the Common Area and facilities thereon; provided, however, that the tenant shall have, at a minimum, a right of ingress and egress to the Lot. Either the Owner or the Person to whom the Owner is leasing the Dwelling, but not both, may enjoy the right of enjoyment of the Common Area and facilities thereon; provided, however, the transfer of the right of enjoyment to the tenant shall not disturb or interfere with the Owner's access to the Dwelling or Lot over the Common Area.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

3.1 Mandatory Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2 Voting Class. The Association shall have Class A members. Class A members shall be all Owners and Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but no more than one vote shall be cast with respect to any Lot.

3.3 Declarant Control Period. The Declarant Control Period refers to the period of time during which Declarant is entitled to appoint the members of the Board and shall expire upon the earlier of: (a) when seventy-five percent (75%) of the total anticipated number of Lots that may be developed on the Property and the Additional Land have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders; (b) on December 31, 2017, or (c) when Declarant, in its discretion, determines and voluntarily relinquishes such right in a written instrument executed by Declarant and recorded in the Clerk's Office (the "Declarant Control Period").

3.4 Board Management. The affairs of the Association shall be managed by its Board of Directors which shall elect the officers of the Association.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and otherwise, such assessments to be established and collected as hereinafter provided. Notwithstanding the foregoing to the contrary, the inclusion of Lots on a recorded subdivision plat shall not subject a Lot to assessment under this Article IV until such time as that Lot is conveyed to a Person other than Declarant. With respect to any Lot owned by a Builder, assessments shall commence on the earlier of (a) actual occupancy of the Lot for residential purposes or (b) one (1) year from the date that such Builder or any entity or Person related to such Builder acquired title to such Lot. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing pro-rata lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

4.2 Purpose of Assessments and Exterior Maintenance of Dwellings.

4.2.1 Common Area Maintenance. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property, for the improvement and maintenance of the Common Area, Areas of Common Responsibility and of the improvements situated thereon, and such other services and areas of Association responsibility as defined by the Governing Documents. The Association shall, at a minimum, maintain, repair and replace the Common Areas and each component thereof in a good and workmanlike manner consistent with sound property management practices and in accordance with all applicable local, state and federal laws and regulations. The Common Area shall not be used or developed for any purpose not approved by the Board of Supervisors of York County by ordinance.

4.2.2 Exterior Dwelling Maintenance. In addition to maintenance upon the Common Area and Areas of Common Responsibility, the Association shall provide exterior maintenance upon each Dwelling or Lot which is subject to assessment hereunder, as provided in the Maintenance Chart. The Maintenance Chart may be modified by the Board of Directors from time to time as determined by the Board of Directors in their discretion provided that the modified maintenance obligations shall apply to all Owners on a non-discriminatory basis. Modifications to the Maintenance Chart approved by the Board of Directors shall be promptly recorded in the Clerk's Office. If the obligation to maintain a component is not expressly assigned to the Association in the Maintenance Chart, the Owner shall be responsible for maintaining that component.

4.2.3 Owner Liability for Common Area Maintenance. If the Board of Directors reasonably determines that the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, or guests, or permittees, or invitees, the cost of such

maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. Other than those areas of Association responsibility described in this Section 4.2, each Owner is responsible for the prompt repair, maintenance, and replacement of all other items relating to that Owner's Lot and Dwelling. In no event shall the Association be responsible for repairing or replacing any portion of a Lot or Dwelling thereon if the insurance the Owner is required to maintain pursuant to Section 8.8 covers such repair or replacement.

4.2.4 BMPs. The Association shall be responsible for performing all of the maintenance, repair, replacement and monitoring of the best management practices facilities, also known as "BMPs", located in the Common Area or under any agreement between the Declarant and York County (a "BMP Agreement") with respect to a BMP servicing the Property or a portion of the Property. The Association shall indemnify, defend and hold Declarant, its shareholders, officers, directors, members, employees and partners, and their respective successors-in-interest and assigns harmless from and against all claims, costs, expenses and liabilities arising under any BMP Agreement or otherwise associated with the BMPs serving the Property. The Association shall be solely responsible for insuring that the BMPs are and remain in proper working condition. The Association shall also provide and maintain perpetual access from public rights-of-way to the BMPs for use by the County of York and its agents.

4.2.5 Taxes. The Association shall pay any real and personal property taxes and other charges assessed against the Common Area.

4.2.6 Insurance. The Association shall maintain a policy or policies of liability insurance, insuring the Association and its agents, guests, permittees, and invitees and the Owners of the Lots against liability to the public or to the Owners, their guests, permittees or invitees incident to the ownership or use of the Common Area or Areas of Common Responsibility, in an amount not less than a combined single limit per occurrence (bodily injury and/or property damage) of One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) aggregate limit (maximum limit for the policy period), unless the cost of the premiums for such coverages are unreasonably high for the Association to bear, as determined by the Board of Directors in their discretion. The foregoing limits shall be reviewed at intervals of not more than three (3) years and adjusted if necessary to provide such coverage and protection as the Association may deem prudent.

4.2.7 Notice of Association's Entry upon Owner's Lot or Dwelling for Exterior Maintenance. For the sole purpose of performing the exterior maintenance required by this Article, the Association, through its duly authorized agents or employees, shall have the right, after written notice to the Owner at least two (2) days in advance, to enter upon any Lot or upon the exterior of any Dwelling at reasonable hours of any day except Sunday; provided, however, that no prior notice shall be required in the event of an emergency, but the Association shall endeavor to provide as much prior notice as reasonably possible under the circumstances.

4.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Improved Lot to an Owner other than Declarant or a Builder, the maximum annual assessment shall be \$105.00/month per Lot for Improved Lots.

4.3.1 Annual Increase of Twenty Percent or Less. From and after January 1 of the year immediately following the conveyance of the first Improved Lot to an Owner other than Declarant or a Builder, the maximum annual assessment may be increased each year above the maximum assessment for the previous year, without a vote of the membership, by not more than twenty percent (20%).

4.3.2 Annual Increase in Excess of Twenty Percent. From and after January 1 of the year immediately following the conveyance of the first Improved Lot to any Owner other than Declarant or a Builder, any budget and resulting annual assessment approved by the Board of Directors which is more than twenty percent (20%) greater than the previous year's annual assessment must be presented to the members at a meeting of the Association preceding the fiscal year in which such assessment shall go into effect. The annual assessment described above shall go into effect automatically on the first day of the succeeding fiscal year unless disapproved by a vote of the Owners of at least two-thirds (2/3) of the Lots, in person or by proxy, at a meeting duly called for this purpose and at which a quorum (as defined in Section 4.5) is present.

4.3.3 Board Authority. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum permitted by this Section 4.3.

4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above and in addition to, and not in limitation of, such other special assessments as may be authorized by applicable law (the Virginia Property Owners Association Act, Code of Virginia 55-508 *et seq.*, for example), the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of any capital improvement upon the Common Area or Areas of Common Responsibility, including fixtures and personal property related thereto or the cost of maintaining the BMPs, or any other area of Association responsibility, as defined in the Governing Documents, provided that any such special assessment shall be approved by a vote of the Owners of at least two-thirds (2/3) of the Lots, in person or by proxy, at a meeting duly called for this purpose and at which a quorum is present.

4.5 Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3 or 4.4 shall be sent to all members not less than twenty-one (21) days, nor more than forty-five (45) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, the meeting may be adjourned and reconvened, and the required quorum at the reconvened meeting shall be one-third (1/3) of the votes of each class of membership in person or by proxy. No such reconvened meeting shall be held more than sixty (60) days following the preceding meeting.

4.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for Improved Lots and at a uniform rate for Unimproved Lots and may be collected on a monthly, bi-monthly, quarterly, semi-annual or annual basis, as determined by the Board of Directors.

4.7 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to a Lot: (i) upon the conveyance of the Lot to a Person other than Declarant or Builder; and (ii) no later than fifteen (15) months from the conveyance of the Lot to Builder. The person to whom the Lot is conveyed shall pay a portion of the monthly installment calculated from the date of conveyance to the last day of the month in which the conveyance occurs. The first annual assessment shall be adjusted pro rata according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments against a Lot is binding upon the Association as of the date of its issuance.

4.8 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment or installment thereof not paid within fifteen (15) days after the due date shall bear interest from the due date at a rate determined by the Board not to exceed the maximum amount allowed by law, together with a late charge in the amount of the greater of ten dollars (\$10.00) or ten percent (10%) of the assessment amount that is due and unpaid. The Association may bring an action at law against the Owner personally obligated to pay such assessment, or foreclose the lien against the delinquent Owner's Lot, or exercise the rights reserved in Section 2.1.2. If assessments are payable in installments and if any installment of assessments is not paid within thirty (30) days after the date when due, then the entire balance of all unpaid installments of such assessment may be declared immediately due and payable in full. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

1%
Interest
RATE
1.5% of
unpaid
BALANCE

4.9 Subordination of the Lien to Mortgages and Other Liens. The lien of the assessments provided for herein shall be subordinate and inferior to the lien for real estate taxes and bona fide duly recorded first deeds of trust on each Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

4.10. Working Capital Contribution. In addition to all assessments, a working capital contribution shall be paid by the purchaser (excluding the Declarant or the Builder) of each Lot at the closing of the sale of the Lot. The obligation to pay the working capital contribution shall

apply to the purchaser at the first closing of the sale of a Lot and each closing of the sale of the Lot thereafter. The amount of the working capital assessment shall be equal to three (3) monthly installments of the annual assessment for the year in which the closing occurs.

4.11. Loans from Declarant. Declarant shall have the right, from time to time, but not the obligation, to loan money to the Association to cover operating fund deficits and any other lawful purpose. Any such loans shall be represented by one or more interest bearing credit line demand notes from the Association as debtor to the Declarant as creditor. Such notes shall be in a form acceptable to Declarant.

ARTICLE V ARCHITECTURAL CONTROL

5.1 Approval Required. No building, fence, wall, walkway, driveway or other structure or landscaping shall be constructed, erected or maintained upon the Property, nor shall any exterior addition, change or alteration therein be made, including exterior painting, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an "Architectural Committee" composed of two (2) or more representatives appointed by the Declarant for as long as Declarant or any Builder owns any Lots and thereafter by the Board. The Architectural Committee shall prepare for the Board's approval, or if no Architectural Committee exists, the Board shall prepare and adopt, architectural standards consistent with and supplementing the minimum standards set forth in this Declaration (the "Standards"). Approval or disapproval of plans, locations or specifications may be based by the Architectural Committee or the Board, as the case may be, upon any ground incorporated within the Standards including purely aesthetic considerations, which, in the sole and uncontrolled discretion of the Architectural Committee or the Board, shall be sufficient. If the Architectural Committee or the Board has not approved or rejected such plans and specifications within thirty (30) days following receipt of written request for approval, the Person making the submission for approval shall deliver to the Architectural Committee or the Board written notice of its failure to act, and, if approval is not granted or denied within fifteen (15) days thereafter, the plans and specifications shall be deemed to be approved unless they conflict with the express minimum requirements of both this Declaration and the Standards.

5.2 Failure to Obtain Approval. By accepting a conveyance of a Lot, each Owner, for himself, his heirs, successors and assigns, covenants that: (1) if he alters or redecorates the exterior of the Dwelling or Lot before submission of plans thereof to the Architectural Committee or the Board, the Board, at the request of the Architectural Committee if one exists, and otherwise in its sole discretion shall have the right, through agents and employees of the Association, and in addition to any other rights or remedies that it may have at law or in equity, to enter upon the Lot and to repair, redecorate, maintain, rehabilitate and restore the premises and the exterior of any improvement thereon; (ii) the costs thereof shall be a special assessment to and become a lien upon the Dwelling and Lot so redecorated, repaired, maintained, rehabilitated,

or restored; and (iii) the Owner will pay, to the Association, the amount of the charge in the time and manner set forth above.

5.3 Minimum Development Standards. Improved Lots shall comply with the following minimum requirements in addition to the requirements of the Standards:

5.3.1 Roof Material. Roof shingles shall be 25-year dimensional shingles or another material of equal or greater quality and durability and approved by the Architectural Committee.

5.3.2 Siding Materials. Siding materials shall be brick or vinyl or a combination of brick and vinyl.

5.3.3 Driveways. The driveway for each Improved Lot shall be constructed of an impervious material.

5.3.4 Garages. Each Improved Unit shall contain a garage. Garages shall not be converted into living space.

5.3.5 Fences. Any fences permitted shall be wood board on board design with Gothic style post caps or comparable style post caps. Pickets are to be 5 ½ inches in width and shall face to outside of fence (supports and stringer on the inside). Such fence shall be six (6) feet in height with gate in rear section of fence, or in the case of an end unit, the gate may be on the rear or on the side section of fence, away from the adjoining neighbor. Any permitted fence shall extend from rear of Dwelling to back of rear Lot, enclosing the total area of rear lawn whenever possible. The fence shall be constructed of unfinished pressure treated wood. The post caps used on the six-foot privacy partitions between the Dwellings shall be the board on board design and shall extend eight (8) feet from the rear corner of each Dwelling. Owners who share the privacy partition may replace the flat caps with gothic-style caps.

ARTICLE VI PARTY WALLS.

6.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Dwellings and placed on the dividing line between the Lots, shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

6.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with Section 6.6.

6.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

6.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

6.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Owner's Lot and shall pass to such Owner's successors in title.

6.6 Arbitration. Upon any dispute arising concerning a party wall, or under the provisions of this Article, the parties may choose to resolve such dispute through binding arbitration. In such case, the Board of Directors shall act as the arbitrator. However, if the parties object to the Board of Directors acting as the arbitrator, then each party shall choose one arbitrator, and each arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. If the parties fail to use the Board of Directors as the arbitrator, the fees of the arbitrators used shall be borne by the parties, and the arbitrators may elect to award the prevailing party the right to contribution for such fees from the non-prevailing party.

ARTICLE VII EASEMENTS

7.1 Reservation by Declarant. Declarant reserves unto itself, its successors and assigns, a perpetual easement and right of way on, over, along and under the streets and roads of the Property and over the easement areas designated in this Declaration to install, maintain and use underground electric, cable television and telephone wires, cables, conduits, drainage ways, sewers, water mains and other equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities and vehicular and pedestrian ingress and egress to and from the Property and public right of way as may be necessary or desirable to serve the Property. These easements and rights expressly include the right to cut any trees, bushes or shrubbery or to take any other action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Declarant additionally reserves unto itself, its successors and assigns, a perpetual easement and right of way on, over, along and under the streets and roads of the Property and over the Common Areas designated in this Declaration to construct, operate and maintain a sales office on the Property and to maintain one or more Dwellings as models to be used in conjunction with the sale of Lots and Dwellings.

7.2 Adjoining Areas. Each Lot and its Owner are hereby declared to have an easement and the same is hereby granted by the Declarant over all adjoining Lots and Common Areas, as the case may be, for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause, providing such encroachments do not exceed one (1) foot or touch any building or interfere with the use of any improvements on the servient property. There shall be valid easements for the maintenance of such encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if the encroachment occurred due to the willful misconduct of the Owner or Owners.

7.3 Overhanging Roofs and Eaves. Each Lot and its Owner is hereby declared to have an easement and the same is hereby granted by the Declarant, over each adjoining Lot and the Common Area, as the case may be, for over-hanging roofs and eaves attached to improvements on the Lot, provided, however, that such encroachments may not exceed one (1) foot.

7.4 Utilities. Each Lot and its Owner are hereby declared to have an easement and the same is hereby granted by the Declarant over all Lots and Common Areas, as the case may be, for the installation, use, maintenance, repair and replacement of utilities (including, without limitation, cable television, electric, gas, telephone, water, sewer, drainage and communications) to the extent shown on a subdivision plat, a separate easement plat recorded in the Clerk's Office by or with the written consent of the Declarant, or on the construction plans for the Property filed with the County public works department, or public utilities department. The following provisions shall apply to any utilities or drainage easement created by this Section 7.4.

7.4.1 Dwelling Area. No easement shall be deemed to burden any portion of a Lot upon which a Dwelling is or may hereafter be located.

7.4.2 Restoration; Conduct of Work. The Owner of the benefited Lot shall, at its expense, promptly restore, regrade and reseed, as necessary and to the extent practical, any portion of a burdened Lot or Common Area and any improvements thereon disturbed by any work performed in the easement area at the request of the Owner of the benefited Lot. The Owner of the benefited Lot shall cause the work to be done in a manner that creates the least inconvenience to the Owner of any other Lot and the Common Area. The Owner of the benefited Lot shall provide at least five (5) days prior written notice of any work to the Owners of Lots that will be disturbed or entered upon in connection with such work, and the Board with respect to the Common Area. This notice requirement shall be waived in the event of an emergency, but the Owner of the benefited Lot shall endeavor to provide as much prior notice as reasonably possible under the circumstances.

7.4.3 Use by Burdened Owner. The Owner of the burdened Lot may use any easement area located on its Lot for any purpose not inconsistent with the utility easement and rights granted to the Owner of the benefited Lot pursuant to this Section 7.4, including, without limitation (but subject to the other provisions of this Declaration, the Standards and the rules and regulations of the Association) the installation and maintenance of fences, landscaping and accessory buildings. The Owner of the burdened Lot shall have the right, at its expense, to

relocate any utilities serving other Lots to accommodate such improvements, and the Association shall have the same right with respect to utilities located in the Common Areas.

7.4.4 Applicability. The easement created in this Section 7.4, shall not apply to any utilities or drainage improvements located within a specific area of a Lot or Common Area that is subject to an easement granted or reserved in a separate instrument recorded in the Clerk's Office.

7.5 Duties of the Association. There is hereby reserved to the Association such easements over, through and across the Property as are necessary to perform the duties and obligations of the Association as are set forth in Article IV above.

7.6 Easements Serving Additional Property. The Declarant and its duly authorized agents, representatives, and employees, as well as its successors, assigns, licensees and lenders shall have and there are hereby reserved non-exclusive assignable easements over the Common Areas for the purpose of enjoyment, use, access and development of the Additional Land, whether or not such Additional Land is made subject to this Declaration. This easement includes, without limitation, a right of ingress and egress over the Common Areas for construction, the right to connect to utilities located within the Common Areas for the purpose of serving the Additional Land, and the installation of new utilities serving the Additional Land. Declarant agrees that it, its successors or assigns, shall be responsible for any damage caused to the Common Areas as a result of vehicular traffic to and from the Additional Land until such time, if ever, that the Additional Land is annexed to this Declaration. If the easement is exercised for permanent access to the Additional Land and such Additional Land or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access road serving the Additional Land. Such agreement shall provide for sharing of costs based on the ratio which the number of residential Dwellings on that portion of the Additional Land which is served by the easement and is not made subject to this Declaration bears to the total number of Dwellings within the Property and on such portion of the Additional Land.

7.7 Hedges and Fences. Each Lot and its Owner is hereby declared to have an easement and the same is hereby granted by the Declarant, for encroachments on adjoining Lots or Common Area, as the case may be, due to hedges or wooden fences belonging to such Lot, to the extent such hedge or wooden fence encroaches on adjoining Lots or Common Area. Notwithstanding the foregoing, no fence shall be erected without the permission of the Board of Directors or the Architectural Committee acting on behalf of the Board of Directors.

7.8 Priority of Easements. Each of the easements hereinabove referred to shall be deemed to have been established upon the recordation of this Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Lots, and the Common Area, as the case may be, superior to all other encumbrances which may hereafter be applied against or in favor of the Property or any portion thereof.

ARTICLE VIII
PARTICULAR RESTRICTIONS AND INSURANCE REQUIREMENTS

8.1 Noxious or Offensive Activity. No noxious or offensive activity shall be carried on or upon any Lot or any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance, public or private, to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Dwelling, or which shall in any way increase the rate of insurance.

8.2 Residential Use. All Dwellings and Lots shall be used for single family residential purposes exclusively. The use of a portion of any Lot for business purposes by the owner or occupant thereof shall be considered a residential use only if the Lot is used primarily for residential purposes, and if such business use (i) is not detectable by sight, sound or smell from the exterior of the residence, (ii) is consistent with zoning and does not violate applicable law; (iii) does not increase the liability or casualty insurance premium or obligation of the Association or of other residents of the Property; (iv) does not create any customer or client traffic which is detrimental to the residential characteristics of the Property as determined by the Board of Directors in their discretion; and (v) is consistent with the residential character of the Property and does not constitute a nuisance, hazard, offensive use, or threaten the security or safety of any Owner, as determined by the Board of Directors in their discretion. The use of a Lot shall not be deemed to be for single family purposes if the Lot is used (whether by common owners or tenants) by more than three (3) unrelated persons as a residence. This Section 8.2 shall not apply to any Dwellings or Lots used as sales offices or models by Declarant or a Builder.

8.3. Rentals. The Association has the right, in its sole discretion, to limit the number and type of Dwellings that may be leased by an Owner to a maximum of 15% of all Dwellings. Any Owner desiring to lease his or her Dwelling must provide to the Association written notice of the Owner's intent to lease the Dwelling and pay an annual leasing fee equal to one (1) month's assessment. This non-refundable leasing fee is due and payable at the commencement of the lease and on the anniversary date each year the lease is in effect. The Association shall have thirty (30) days from receipt of said notice to approve or disapprove in writing the Owner's request to put the Dwelling on the market to lease. If the Board fails to so advise the Owner within the thirty (30) day time period, the Owner shall submit a second request in writing to the Board. Failure by the Board to provide a written response to the Owner within fifteen (15) days of receipt of the Owner's second request shall be deemed an approval of the Owner's request to put his or her Dwelling on the market to lease. Dwellings or Lots shall not be leased unless the lease is subject in all respects to the terms and provisions of the Governing Documents. The Board may adopt regulations requiring the use of a lease form or addendum approved by the Board for this purpose and establish minimum requirements for leases including, without limitation, minimum lease terms and rules requiring that an entire Lot and Dwelling be leased instead of a portion thereof. The Board may also fix penalties for any Person who leases or attempts to lease his Dwelling in violation of this Section 8.3, the Governing Documents, or any rules and regulations hereinafter adopted by the Board pursuant to this Section.

8.4 Parking. Each Owner or its tenant shall utilize the garage serving the Owner's Dwelling for parking the Owner's and the tenant's motor vehicles. No Owner or its tenant shall be permitted to convert the garage serving its Dwelling into living space. Vehicles used by the Owner's or tenant's guests, permittees and invitees shall be parked in the Owners' driveway. Unless otherwise established by the Board of Directors, all Common Area parking shall be on a first-come, first-served basis.

8.5 Prohibited and Restricted Vehicles. Commercial vehicles (weighing in excess of 2.5 tons when empty), vehicles primarily used or designated for commercial purposes, tractors, mobile homes, buses, vehicles used primarily for recreational purposes, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall not be parked on any street or in a front yard, but shall be parked only in enclosed garages or in other areas, if any, designated by the Board of Directors. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Property except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked on the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot, a Dwelling, or the Common Areas. Any vehicle parked in violation of this Section or the rules and regulations promulgated by the Board of Directors may be towed.

8.6 Animals. No animals, livestock, poultry of any kind or domestic animal which is kept, bred or maintained for a commercial purpose shall be raised, bred or kept on any Lot or in any Dwelling. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in any annoyance or are obnoxious to residents in the vicinity as determined by the Board, and each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees and invitees, and to the Association, for any and all damage to person or property caused by any pets brought upon or kept upon the Lots, Dwellings, Common Area or Areas of Common Responsibility by any Owner or by members of his family, guests, permittees or invitees. If any such animal is kept in the rear yard of the Lot, maintenance services may be withheld in the sole discretion of the Board without credit or rebate to the Owner. No Owner shall permit any dog to be let out of that Owner's Dwelling unless the dog is kept within a fence or on a leash. Any Owner keeping an animal on a Lot or in a Dwelling must comply with all requirements of law applicable to such animal.

8.7 Trash Cans. Trash cans shall be kept inside garages except on trash pick-up day.

8.8 Fire Insurance and Extended Coverage. Each Owner shall be responsible for securing insurance policies for fire and extended coverage for its Dwelling, in an amount equal to 100% of the then current replacement cost of the property (excluding land, foundations, excavations and other items that are usually excluded from such coverage) without deduction for depreciation. Copies of all policies and any renewals shall be filed with the Board within thirty (30) days after written request by the Board. The Board reserves the right to approve all policies.

8.9 Board as Agent. The Board is hereby irrevocably appointed as the agent for each Owner of a Dwelling or Lot and for each mortgagee of a Dwelling or Lot to adjust all claims

arising under any insurance policy or policies purchased by the Board, provided, however, that no adjustment shall be deemed binding until concurred in by any mortgagee affected thereby.

8.10 Insurance Trustee. The Board may from time to time designate as an insurance trustee, a bank, trust company, savings and loan association, insurance company, or any financial institution to discharge the duties and responsibilities of the Board and the Association relating to insurance proceeds. The Board shall pay the fees and disbursements of any insurance trustee and such fees and disbursements shall constitute a common expense of the Owners to be included as part of the annual assessment provided in Article IV hereof.

8.11 Real Estate and Rental Signs. Except for signs installed by Declarant, no "for sale" or "for rent" signs shall be placed in the yard of any Dwelling. Such signs are subject to size restrictions promulgated by the Board in the rules and regulations of the Association and the guidelines set for hereof.

1. Only one (1) advertising sign shall be permitted on a Lot at any time.
2. All advertising signs must be installed inside of the Dwelling and must be located in a window on the first (1st) floor of a building. The front face of the advertising sign must be parallel to the front wall of the Dwelling on the Lot.
3. No advertising sign may exceed three (3) feet in width or height.
4. A professional sign company must prepare any advertising sign.
5. No boxes containing advertising materials related to the rental or sale of a Dwelling shall be permitted on a Lot.
6. Any Advertising Sign must comply with all applicable provisions of the York County Zoning Ordinance.
7. The Architectural Committee may require the removal of an Advertising Sign that it determines, in its sole discretion, is not in harmony with the quality of development in Riverwalk Townes.
8. The Declarant, in its sole discretion, reserves the right to erect temporary or permanent signs on Lots and Common Areas identifying and/or advertising Riverwalk Townes.

8.12 Change in Occupancy. In the event of any change in occupancy of any Dwelling, as a result of a transfer of title, a lease or a sublease, a birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the Owner of the Dwelling shall immediately notify the Board of Directors in writing and provide to the Board of Directors the names of all current occupants of the Dwelling and such other information as the Board of Directors may reasonably require. In the event that an Owner fails to notify the Board of Directors and provide all required information within ten (10) days after a change in occupancy occurs, the Association shall be authorized to levy monetary fines against the Owner and the Lot

and Dwelling for each day after the change in occupancy occurs until the Association received the required notice and information in addition to all other remedies available to the Association under this Declaration and Virginia law.

ARTICLE IX
ENFORCEMENT

9.1 Enforcement. Declarant, the Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. If, in any litigation for the enforcement of these covenants, conditions and restrictions, the Declarant, the Association or any Owner bringing suit prevails, such Person shall be entitled to be reimbursed for reasonable attorney's fees incurred in seeking such enforcement. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.2 Invalidation. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

ARTICLE X
TERM, AMENDMENT AND EXPANSION

10.1 Term. These covenants shall run with the land and shall be binding on all parties and all Persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time they shall automatically be extended for additional ten (10) year periods, unless an instrument signed or approved by the then Owners of at least two-thirds (2/3) of the Lots has been recorded, agreeing to change the covenants in whole or in part.

10.2 Amendment. This Declaration may be amended by an instrument approved by the Owners of at least two-thirds (2/3) of the Lots; provided, however, that no approval of the Owners shall be required (i) to effect the annexation of Additional Land by Declarant pursuant to Section 10.3; or (ii) to make any technical amendment to this Declaration, any amendments necessary to comply with applicable law, or as requested by any government agency that issues or guaranties loans secured by Dwellings, mortgagee or insurer which does not materially or adversely affect the rights of the Owners ("Permitted Amendments"). Any amendment must be recorded in the Clerk's Office and, if the approval of Owners is required, must either be signed by the Owners of at least two-thirds (2/3) of the Lots or have appended to it an acknowledged certificate of the secretary of the Association that the amendment has been approved as required hereby. So long as Declarant owns any Lots or any portion of the Additional Land or any portion of the Additional Land has not been annexed to the Property, no amendment shall be made to this Declaration that adversely affects any of the easement, utility or other rights reserved by the Declarant unless agreed to in writing by the Declarant. Any amendment made in violation of this provision shall be null and void. Notwithstanding anything contained herein to the contrary, the covenants contained in this Declaration shall not be amended (other than Permitted

Amendments) unless such amendment shall be approved by either (i) the Board of Supervisors of the County of York, or (ii) the County Attorney for the County of York.

10.3 Staged Development. Any portion of the Additional Land owned by the Declarant, or, if not owned by the Declarant, with the consent of the owner and of the Declarant, may be annexed to the Property for development of additional Dwellings and Common Area at any time by recordation of a "Supplemental Declaration" executed by the Declarant and the owner, if other than the Declarant, and recorded in the Clerk's Office. No approval by the Owners other than the Declarant and the owner of the Additional Land, if other than the Declarant, shall be required to effect such annexation. Land other than the Additional Land may be annexed to the Property under this Declaration for development if a Supplemental Declaration applicable to the land is approved by Owners of at least seventy-five percent (75%) of the Lots. A Supplemental Declaration may include (a) an effective date for the annexation later than the date of recordation in the Clerk's Office; (b) amendments to the exhibits to this Declaration as applicable, and (c) such other provisions as are deemed desirable or necessary by the Declarant with respect to the Additional Land, or the Association with respect to any other land. Any additional Lots shall be subject to assessment in accordance with Section 4.7. The Declarant shall be free to rezone and use any portion of the Additional Land not annexed hereunder in any manner it desires. The Declarant expressly disclaims any warranty that it shall annex any portion of the Additional Land or otherwise develop any portion of the Additional Land as residential townhomes for sale.

ARTICLE XI GENERAL PROVISIONS

11.1 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

11.2 Liability and Indemnification of Declarant, Officers and Directors. The Association shall indemnify the Declarant and every officer and director of the Association against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon the Declarant, any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which the Declarant, an officer or director may be made a party by reason of being or having been the Declarant or an officer or director of the Association regardless of whether he is the Declarant or an officer or director at the time such expenses are incurred. The Declarant, officers and directors of the Association shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Declarant and the officers and directors of the Association shall have no personal liability with respect to any contract or other commitment (including any BMP agreement made and entered into by the Declarant) made by them, in good faith, on behalf of the Association (except to the extent of such officer's, director's or the Declarant's obligations as Owners) and the Association shall indemnify and forever hold the Declarant and each officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right

to indemnification provided for herein shall not be exclusive of any other rights to which the Declarant or any officer or director of the Association, or former officer or director of the Association or the Declarant, may be entitled.

11.3 Rights of the County of York.

11.3.1 Right of First Refusal. The Association shall not dissolve, nor shall the Association convey substantially all of the Common Area (except to an organization that is to own and continue to maintain the Common Area) without first offering to convey the Common Area to the County of York, or its agencies, in exchange for compensation in an amount determined in the method described below.

In any transfer triggering the County's right of first refusal the Association will deliver to the County written notice of such intent together with a copy of the contract of sale, or if no such contract exists, then a written statement of the proposed transfer to the third party. The County will have thirty (30) days after receipt of written notice of the proposed transfer to elect in writing whether to exercise its right to purchase the Common Area (the "Notice of Acceptance"). If the County fails to make such election or fails to waive its rights within such ten (10) day period, the County's right of first refusal shall be deemed waived.

If the Association and the County are unable to determine the amount of fair compensation for the Common Area within ten (10) days following the date the Association receives the Notice of Acceptance, then the fair compensation shall be chosen by a competent real estate appraiser agreed to by the Association and the County within twenty (20) business days from the date the Association receives the Notice of Acceptance. The appraiser shall provide the Association and the County with a single figure for the amount of fair compensation within twenty one (21) business days following the date that the Association and the County agree to the appraiser. The Association and the County shall split any and all costs associated with the retention of said appraiser. If, however, the Association and the County are unable to agree upon a competent real estate appraiser, then the amount of fair compensation shall be determined by three (3) competent real estate appraisers. The Association and the County shall each select an appraiser within twenty one (21) business days following the date the Association receives the Notice of Acceptance. The two appraisers selected by the Association and the County shall select a third appraiser by mutual agreement reached within five (5) business days after both of the parties' appraisers are identified. The three appraisers shall provide their determinations of fair compensation to the Association and the County within twenty one (21) business days following the selection of the third appraiser. The Association shall be responsible for any and all costs associated with the retention of its appraiser; the County shall be responsible for any and all costs associated with the retention of its appraiser; and the Association and the County shall split any and all costs associated with the retention of the third appraiser. The amount of fair compensation shall be the average ("average" shall refer herein to the sum of the fair market rent determinations divided by the number of appraisals) of the three appraisals, unless the highest of the three appraisals is greater than 20% higher than the next highest appraisal, in which case it shall be discarded, or unless the lowest of the three appraisals is greater than 20% lower than the next lowest appraisal, in which case it shall be discarded. If one

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appraisal is discarded, then the amount of fair compensation shall be the average of the remaining two appraisals. If both the highest appraisal and the lowest appraisal are discarded per the previous clause, then the amount of fair compensation shall be the remaining appraisal. The County shall have the right to terminate its Notice of Acceptance and revoke its exercise of its right to purchase the Common Area by providing the Association with written notice of such termination within five (5) business days following the County's receipt of the final amount of fair compensation.

11.3.2 Failure to Maintain Common Area. The Association shall maintain the Common Area in reasonable order and condition. If the Association fails to repair or restore the Common Area to a state of reasonable order and condition within thirty (30) days from receipt of written notification from the County of York of such failure, the Association shall permit the County of York to enter the Common Area and perform such maintenance necessary to restore the Common Area to a state of reasonable order and condition, and shall promptly reimburse the County of York for any reasonable costs associated with such maintenance. If the Association has failed to reimburse the County within sixty (60) days of receiving a written request and invoice from the County for payment, the County shall have the right to place a lien on Lots within the Property. The County shall release any lien upon full reimbursement for the cost of the maintenance and repair.

***{THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.}
{SIGNATURES APPEARS ON THE FOLLOWING PAGE.}***

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WITNESS the following duly authorized signatures:

DECLARANT:

Yorktown Land Development, LLC
a Delaware limited liability company

By: Sheppard Hale & Associates, Inc. a
New Jersey corporation, its manager

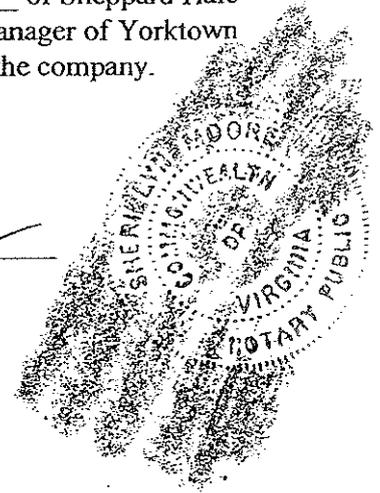
By: [Signature]
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF York

The foregoing instrument was acknowledged before me this 2 day of October, 2007, by Gary Sheppard as President of Sheppard Hale & Associates, Inc. a New Jersey corporation in its capacity as manager of Yorktown Land Development, LLC, a Delaware limited liability company, on behalf of the company.

My commission expires: 4-30-09

[Signature]
Notary Public



EXHIBITS

- Exhibit A - Submitted Property
- Exhibit B - Common Area
- Exhibit C - Additional Land
- Exhibit D - Maintenance Chart

Approved as to form:
[Signature]
County Attorney

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EXHIBIT A

Submitted Property

ALL those certain lots, pieces or parcels of land containing approximately 30.98 acres & 3.76 acres, and designated as Total Subdivided Area Phase 1 = 9.3004 Acres and Residual Land For Future Development 11.762 Acres and Residual Land For Future Development 13.685 Acres, together with all appurtenances thereto belonging, lying and being in the Nelson Magisterial District, York County, Virginia, as shown and depicted on that certain plat entitled "Riverwalk Townes, Phase 1," dated April 24, 2007, last revised September 11, 2007, made by LandTech Resources, Inc., (the "Plat") which Plat is recorded currently herewith in Instrument No. 070024151, and to which reference is hereby made for a more particular description of the Property.

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EXHIBIT B

Common Area

ALL those certain lots, pieces or parcels of land, together with all appurtenances thereto belonging, lying and being in the Nelson Magisterial District, York County, Virginia, as shown on the Plat or Plats referred to in Exhibit A preceding this Exhibit B, LESS AND EXCEPT the numbered subdivision lots designated on the Plat or Plats.

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EXHIBIT C

Additional Land

ALL real property having a boundary line either (i) adjacent to the property described in Exhibit A and Exhibit B above, or (ii) within 3,500 linear feet of the boundary of the property described in Exhibit A and Exhibit B above.

000000209

EXHIBIT D

Maintenance Chart

**MAINTENANCE CHART FOR
DWELLING EXTERIORS AND LOTS**

(Revised _____)

COMPONENT	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
ROOFING		
1. Monitor shingle discoloration due to mold or fungus growth. Clean and replace as necessary.	X	
2. Replace shingles damaged by wind, ice, hail, or Association maintenance-related activities.	X	
3. Clear shingles of ice-dams	X	
4. Clear valley-ways of all debris so they may funnel water properly.	X	
5. Monitor flashings for proper seal and repair as necessary.	X	
6. Monitor roof penetrations (pipes and pipe collars) for proper seal.	X	
7. Monitor, repair and replace all other materials in the roof system other than shingles, flashing and roof penetrations.		X
COMPONENT		
GUTTERS		
ASSOCIATION RESPONSIBILITY		
OWNER RESPONSIBILITY		
8. Clear gutters damaged by wind, ice, hail, or Association maintenance-related activities.	X	
9. Clear gutters and downspouts of ice-dams.	X	
10. Clear gutters and downspouts of all debris so they may move water properly.	X	

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COMPONENT	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
LOUVERS/VENTS		
11. Maintain proper seal (caulk) to prevent water infiltration.	X	
12. Maintain paint to prevent mold, rot, and moisture infiltration.	X	
13. Replace rotten or damaged pieces.	X	
14. Maintain, repair and replace all related moving parts.		X
COMPONENT	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
SIDING, ALUMINUM TRIM AND SHUTTERS		
15. Seal all gaps that appear due to normal Dwelling settlement to prevent moisture infiltration.		X
16. Maintain paint to prevent mold, rot, delamination, and moisture infiltration.	X	
17. Replace siding, aluminum trim and shutters damaged by wind, ice, hail, or Association maintenance-related activities.		X
18. Replace waves or buckles in siding due to Dwelling settlement.		X
COMPONENT	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
EXTERIOR WINDOWS AND DOORS:		
19. Seal any and all gaps to prevent moisture infiltration.		X
20. Maintain paint to prevent mold, rot, delamination, and moisture infiltration.	X	
21. Replace rotten wood.		X

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22. Maintain, repair and replace handles, knobs, locks, knockers, hinges, window locks, and any and all related moving parts.		X
23. Maintain all parts of the door.		X
24. Replace broken glass or seals.		X
COMPONENT	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
LEAKS:		
25. Repair all leaks including roof leaks.		X
COMPONENT	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
GARAGE OVERHEAD DOORS:		
26. Seal any and all gaps that appear due to normal Dwelling settlement to prevent moisture infiltration.		X
27. Maintain paint to prevent mold, rot, delamination, and moisture infiltration.	X	
28. Maintain, repair and replace all related moving parts.		X

COMPONENT	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
PLUMBING:		
29. Maintain irrigation systems in common areas and front yards. (Includes winterization and start-up)	X	
30. Maintain all exterior hose bibs. (Includes winterization and start-up)	X	
COMPONENT	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
EXTERIOR LIGHTING:		
31. Monitor exterior wall light fixtures and post lamps to insure proper functioning at all times.	X	
COMPONENT	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
DECKS AND FENCING:		
32. Seal decking boards once every two (2) years.		X
33. Maintain, repair and replace gate hardware		X
34. Maintain privacy fences in rear yards.		X
COMPONENT	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
MASONRY:		
35. Repair or replace cracked brick or mortar.		X
36. Clean any moss, mildew, or mold growth.		X

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COMPONENT	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
POURED CONCRETE/ASPHALT:		
37. Repair cracks or displacement (when uneven) in common areas.	X	
38. Repair pitting, scaling or spalling (when flaking or chipping) in common areas.	X	
39. Monitor and repair settling or heaving of concrete/asphalt that may become a trip hazard, in common areas.	X	
40. Monitor and remove ponding of water due to the settling of the ground, concrete, or asphalt, in common areas.	X	
41. Monitor and remove any growth of grass, weeds, or mold between concrete/asphalt on walkways and driveways, in common areas.	X	
COMPONENT	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
SITE WORK:		
42. Clear foundation drain tile of all items so water may flow properly.		X
43. Maintain and clean all yard drains, inlets, and infiltration trenches.	X	
44. Maintain grading to keep water flowing away from the Dwelling and towards swales or retention ponds.	X	
45. Maintain Lot so that water does not sit or pond within 10 feet of the Dwelling after a rain (usually no more than 24 hours). For swales which drain other areas or where sump pumps discharge, a longer time is not unusual. It is normal for water to stand after a heavy rainfall. No determinations should be made while there is frost or snow on the ground, or while the ground is saturated or frozen.	X	

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Virginia: County of York to-wit
 In the Clerk's Office of the York County -Poquoson
 Circuit Court, the 4th day of oct, 2007
 This deed was presented with the certificate annexed
 and admitted to record at 3:26 o'clock PM
 Teste: Lynn S. Jenkins, Clerk
 by Rachel Resko D.C.