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READ ME BEFORE PURCHASING OR LEASING IN THE VILLAGES OF KILN CREEK

This introductory flier provides necessary, but basic, information regarding the Villages of Kiln Creek. This flier is a layman's supplement to the Governing Documents and in no way excuses a homeowner/tenant from reading those very important documents. The Kiln Creek Governing Documents are as follows:

- ❖ Declaration
- ❖ Articles of Incorporation
- ❖ By-laws (a commonly used document)
- ❖ Handbook: Rules & Architectural Standards

The Villages of Kiln Creek are organized as a Planned Unit Development (PUD) under the Virginia Property Owners' Association Act (POA), Title 55. The continuing increase in property values in The Villages of Kiln Creek has not occurred by accident. Kiln Creek remains one of the Peninsula's most desirable locations for two reasons: first because it is composed of residents like you who care about their homes; and second, because it is a planned community with written standards to guide you in the exterior maintenance of your home.

This means that Kiln Creek homeowners are expected to abide by the Association's RULES and ARCHITECTURAL STANDARDS. The Rules & Architectural Standards are found in exhibit 1 of this disclosure; now titled the "Kiln Creek Handbook". This handbook is directive in nature, is prepared in accordance with the Association's Governing Documents, and is legally enforceable. **You are strongly encouraged to read the Kiln Creek Handbook before purchasing or leasing property in Kiln Creek.**

The nature of Kiln Creek is variety. We have 31 individual villages containing a mix of single family homes, town homes, condominiums, duplexes and apartments. Our development spans 1200 acres of lush land containing forests, grassy areas, beautiful lakes and an 18-hole championship golf course. The exterior appearance of the majority of our homes was styled to emulate Colonial Williamsburg's aesthetics, while some areas feature homes with a more transitional appearance. Recognizing the unique character of each village and helping to manage the continuity of that unique character is the responsibility of the Architectural Review Board (ARB). Now that you have purchased your home, you may have changes you would like to make on your lot. Please submit an application for exterior alteration prior to any changes or enhancements being initiated.

As a new Kiln Creek homeowner, one of your very first duties MUST be to visit the Homeowners office to assure that you are now recorded in the Association's documents. Bring your closing statement (HUD-1) as verification. Assure that your assessments are current and you know the amount, dates, and where to submit your monthly payments/assessments.

FOR HOMEOWNERS RESIDING IN THE VILLAGES THAT ARE WITHIN PRIVATE PROPERTY: Contact the Property/Condo Association Manager and provide your information. The village Neighborhood Advisory Board (NAB) Chairman can provide assistance.

Neighborhood Advisory Boards (NAB's), act as an intermediary between the Association's Board of Directors and the community. With approximately 2918 homes and 12,000 residents, the NAB's are the best method of communication within our Association.

Demographics: The Villages of Kiln Creek Owners Association is comprised of:

Occupied Properties: 2,918 homes
Population: approximately 12,000 residents
Area: 1,250 acres of land and lakes
Villages: 31
Jurisdictions: 2 (Newport News and York County)

Kiln Creek Courier is the Association's newsletter to the homeowners. It is published quarterly.

The Association's Board of Directors meets on the 4th Thursday of each month at 6:00 p.m. at Kiln Creek Golf Club & Resort. You will find reminders of upcoming meetings on the Association's message boards located along Kiln Creek Parkway and Brick Kiln Blvd. Homeowners are welcome to attend.

Association Committees of the Board of Directors- Please see the *Kiln Creek Courier* or our website for current committees and chairmen.

Written communication (email, fax, letter) is encouraged when describing your comments, concerns, or suggestions to the Board of Directors or to the Director of Operations. Written documents carry the message much more clearly from the author's perspective versus a transcribed telephone call.

The Association's Annual Meeting is held each year on the 1st Tuesday in March at the Kiln Creek Golf Club & Resort or the Kiln Creek Elementary School (whichever is available). Notice will be mailed prior to the meeting and reminders will be posted on the message boards.

Kiln Creek's Recreational Amenities require a Recreation Pass to be printed for all residents over the age of 1 year. You can obtain your Rec Pass at the HOA office. Our amenities include the Recreation Center, 2 Swimming Pools (an Olympic size chlorinated pool at the Rec Center, and a smaller salt water pool at the Club), Playgrounds, Multi-Purpose-Basketball Court, Tennis Courts, Walking/Biking Paths, Golf Course, Fitness Center, Restaurant and Tot Lots scattered throughout the community. *The golf cart paths are different than the walking/bike paths and are only to be used by golfers, not walkers/bikers.*

Security: Cameras are placed at the entrances to each neighborhood. Call 911 for emergency Police, Fire or Medical assistance.

Kiln Creek's Lakes and Aerators: Several of the Kiln Creek properties are located along one of our 19 lakes. Some properties may be adjacent to a fountain, properly called an aerator, which serves to control algae growth in waterways. While many of our residents find the sounds from the aerator to be soothing, others believe the sound is an irritant. For this reason, we offer a word of caution: If you are looking at a property near an aerator, we urge you to consider the noise tolerance level of the residents in your home.

Vegetative Buffer Around Lake Boundaries: The vegetative buffer around the lakes is designed to meet both ecological and safety concerns. The purposeful naturalization serves to prevent shoreline erosion; it traps debris that would otherwise go into the water, and it hastens lawn chemical run-off, which contributes to algae growth. The buffer is also home to birds and insects that eat mosquitoes, while at the same time, the landscape is unattractive to Canadian geese. Lastly, the buffer serves to deter youngsters who might otherwise wander in the water. Since the Association maintains the buffer in accordance with the government standards, it is requested that homeowners refrain from mowing or distributing this buffer.

General Information:

Kiln Creek Owners Association
970 Brick Kiln Boulevard, Newport News VA 23602
Telephone: (757) 877-9835 Fax: (757) 877-9862
Director of Operations- Laura Carnrike, CMCA®, AMS® Email: Laura@kilncreek.org

Office Hours: Monday/Tues/Thurs/Friday: 8:00 a.m. until 5:00 p.m.
Wednesday: 8:00am until 6:00pm
Every 2nd & 4th Saturday (unless otherwise noted): 9:00am until 12:00pm
Emergency (after hours) 877-9835

Web site: www.kilncreek.org Facebook: www.facebook.com/KilnCreekHOA
See the Association's web site for the latest issue of our newsletter, Kiln Creek Courier



MEMBER INFORMATION UPDATE

Date: _____

Owner Name(s): _____

Kiln Creek Address: _____

Mailing Address: _____

Telephone Number: (h) _____

(w) _____

(c) _____

How many people live in your household? _____

Email Address: _____

Please check here if you would like to be added to our email blast. You will receive weekly news and special announcements to keep you informed on what is going on in the Kiln Creek community.

- Please return this form to the HOA office at your earliest convenience, there is a mail drop on our front door for your convenience after hours. If you wish to email this form to our office, please email it to admin@kilncreek.org

Villages of Kiln Creek Owners Association (the "Association") Tenant Information Sheet

Any Owner who rents or leases their Lot is required to complete, sign and return this Tenant Information Sheet to the Association Director of Operations, at the address provided below.

Pursuant to the Second Amended and Restated Declaration of Covenants and Restrictions of Villages of Kiln Creek Owners Association (the "Declaration") Article VII Section 7.5 the Owners who lease a dwelling unit located on a Lot shall submit this form prior to the Tenant's occupancy of such dwelling unit.

Owner Name(s): _____

Owner(s) Mailing Address: _____

Owner(s) Telephone Number(s): _____

Property Address: _____

Name of agent or property manager (if applicable): _____

Address of agent or property manager: _____

Telephone of agent or property manager: _____

Tenant Name(s): _____

Tenant's Telephone Number: _____ Length of Lease: _____

Pursuant to Declaration Section 7.5 in connection with the leasing or rental of any Lot within the Association, the Owner(s) agree as follows:

1. The Owner or his/her agent has provided Tenant(s) a current copy of the Association Articles of Incorporation, Bylaws and Declaration (the "Governing Documents").
2. Any lease made by the Owner to lease or rent his/her unit shall require the lessee to comply with the Governing Documents.
3. Any lease made by the Owner to lease or rent his/her unit shall provide that failure to comply with the Governing documents constitutes a default under the lease.

Owner Signature

Date

Owner Signature

Date

Return to:

Villages of Kiln Creek Owners Association
970 Brick Kiln Blvd.
Newport News, VA 23602

Office use only
Account # _____
Assessments checked _____
Lot Files Checked _____
Rec Pass Exp. Date _____

AIRCRAFT NOISE/ACCIDENT DISCLOSURE

This information is taken from the Amended and Restated Declaration of Covenants and Restrictions for the Villages of Kiln Creek Owners Association.

Section 9.11. Aircraft Noise/Accident Disclosure. Each Owner, by acceptance of a deed to his lot or Parcel, acknowledges that (i) the Properties are located within a noise and/or accident zone adjacent to the Newport News/Williamsburg International Airport; (ii) that he has been given an opportunity to fully investigate and satisfy himself or themselves of the impact of the noise likely to occur on and around the Properties; (iii) that he has evaluated the effect on the use and enjoyment of his Lot or Parcel after having voluntarily elected to purchase his Lot or Parcel and having been fully informed concerning such noise and/or possible accidents; and (iv) that he has been given an opportunity to review the Maps and Records of the City of Newport News and the County of York, Virginia, and of the Peninsula Airport Commission. In addition, in the sale of his Lot or Parcel to a purchaser, each Owner agrees to obtain a written statement from such purchaser certifying the foregoing information.

I hereby certify that I have received a copy of the above foregoing information and that I have read and understand the information contained therein.

Purchaser

Purchaser

Purchaser

Purchaser

LAKES AND SNAKES

With the approach of warm weather, people venture outside. We have 18 lakes within our 1200 acres, ranging in depth from 6 to 50'. Most of the lakes are 18-25' deep. Everyone is attracted to water and while the lakes are posted with signs that playing in the lakes is NOT permitted- cool water is a great temptation. It should be noted that poisonous snakes (water moccasins, rattlesnakes and copperheads) have been seen in and around our lakes.

Please take the time to study the lake map and memorize the lake numbers. Both Newport News and York County Emergency Communications Center have been given detail papers on the location of all 18 lakes. If a water incident occurs and you have to call for emergency assistance you must be able to intelligently report where the water incident is located. Here is a recommended reporting procedure.

- *Dial 911 (Stay calm so the dispatcher can understand you).
- *Give your name
- *Give your address (include community name) Rock Creek, Tradewinds, etc.
- *Give your telephone number
- *Describe the incident; ie "possible drowning, swimming, snake bite, etc".
- *Give the lake number and location; ie "lake #4, behind house #302 on Rock Creek Court, in Rock Creek.
- *Stay on the phone
- *Have someone go to the street to guide in the Rescue Unit.

Please help make our community safe!

LAKES OF THE VILLAGES OF KILN CREEK

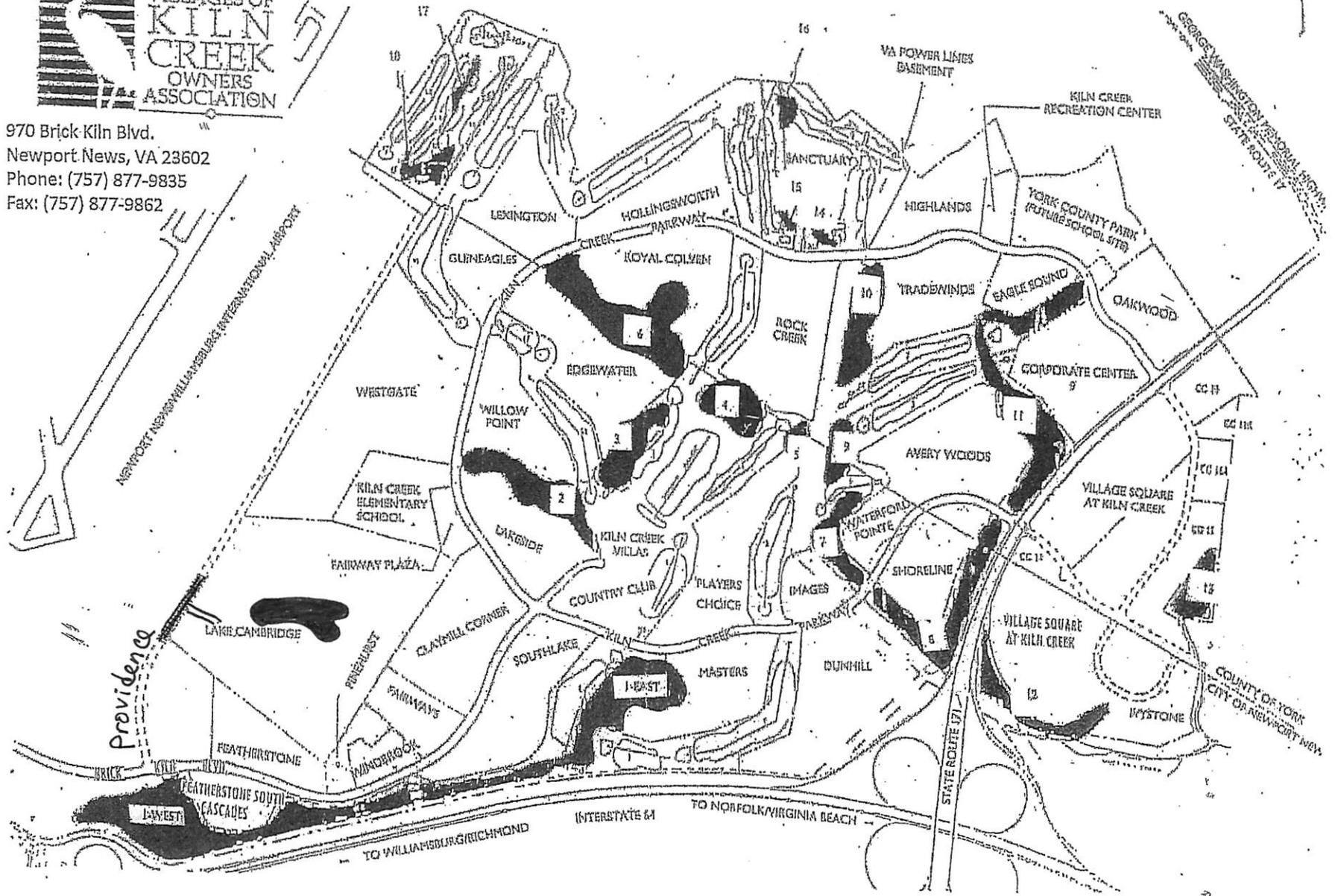
LAKE NUMBERS AND PROPORTIONATE SIZES

LAKE	DEPTH	SHAPE	LOCATION
1 W	18-25'		Parallels Brick Kiln Boulevard and behind Cascades.
1 E	18-25' 4-8' shallow		In between Southlake & Masters, also borders on the outer loop of Kiln Creek Parkway.
2	18-25'		Along the side and behind Lakeside and next to Willow Point.
3	18-25'		Behind Edgewater.
4	50'		Behind Rock Creek.
5	18-25'		Behind Rock Creek and along the VA powerline easement.
6	25'		Between Edgewater and Royal Colven.
7	18-25'		On the side and behind Waterford Pointe and along the VA powerline easement.
8	18-25'		Along State highway 171 and around two sides of Shorelines and the VA powerline easement.
9	18-25'		Along the VA Power easement, behind the right rear corner of Rock Creek, as well as the left rear corner of Avery Woods.
10	18-25'		On the left side of Tradewinds and along the VA powerline easement.

- | | | | |
|----|--------|--|---|
| 11 | 18-25' | | Along State highway 171 and between Avery Woods and the corporate center. Along the right side and rear of Eagle Sound just touching the right rear side of Tradewinds. |
| 12 | 18-25' | | Along highway 171 and behind Farm Fresh. |
| 13 | 18-25' | | Behind Super K in the wooded area just off of Commonwealth Drive. |
| 14 | 18-25' | | On the right side at the entrance to the Sanctuary. |
| 15 | 18-25' | | On the left side at the entrance to Sanctuary. |
| 16 | 18-25' | | Behind the left rear of the Sanctuary. |
| 17 | 18-25' | | Behind Lexington on the far side of the golf course near the airport fence. |
| 18 | 18-25' | | Behind Lexington on the far side of the golf course near the airport fence. |
| 19 | 20-25' | | In the middle of the Lake Cambridge Community |



970 Brick Kiln Blvd.
 Newport News, VA 23602
 Phone: (757) 877-9835
 Fax: (757) 877-9862



ASSOCIATION DISCLOSURE PACKET NOTICE

Note to prospective purchasers: The lot being purchased is in a development which is subject to the provisions of the Virginia Property Owners' Association Act. The contract to purchase a lot shall disclose that the lot is located in a property owners' association. The purchaser may have the right to cancel the contract after receiving the disclosure packet and the purchaser may request an update of the disclosure packet pursuant to article 55.509.4 of the Code of Virginia.

Living in a community association carries with it certain rights, responsibilities and benefits. Benefits include the right to use common areas, which may include swimming pools, parks, playgrounds and other recreational facilities. In order to finance the operation of the community, each owner is responsible for and obligated to pay periodic assessments, and if necessary, special assessments to ensure that the financial requirements are met.

The use of common areas, financial obligations of lot owners' and other rights, responsibilities and benefits associated with the ownership of a lot in this common interest community are subject to the provisions of governing documents that typically include a declaration, bylaws, articles of incorporation and rules and regulations. These documents are important and should be reviewed carefully prior to your purchase.

Some decisions are made by the association board of directors, while other decisions are reserved to a vote of association members. The purchaser is bound by all decisions of the association and the board of directors and the provisions of the governing documents.

Failure to comply with the association governing documents can result in legal action being taken against the lot owner. Failure to pay assessments and mandatory fees may result in the association filing a lien and/or lawsuit against the lot owner, foreclosing the lien, and other actions permitted by the governing documents and the Property Owners' Association Act.

Documents and information contained the in disclosure packet describe the basis for living in a common interest community and should be reviewed carefully prior to purchase of the lot.

The name of your association is: Villages of Kiln Creek Owners Association

Assessments and/or Mandatory Fees you are responsible for:

Assessments: \$1139.52 paid in twelve (12) monthly installments of \$94.96, Due and payable in advance on the first day of each month.

Special Assessments: N/A

Other entity or facility: N/A

Other fees: N/A

Failure to pay any of the above Assessments and/or mandatory Fees may result in the following: The lien of the assessments provided for in this document may be perfected and enforced in the manner provided in Section 55-516 of the Virginia Code. The Association may also bring an action at law against any Owner personally obligated to pay the same, either in the first instance or for deficiency following foreclosure, and interest, late charges and costs of collection including attorney's fees shall be added to the amount of such assessment and secured by the assessment lien. The association may also suspend the right of an Owner to use or benefit from any of the Common Areas or the Neighborhood Common Areas for the period during which any assessment against his Lot or Parcel is delinquent.

ALL DOCUMENTS AND INFORMATION CONTAINED IN THIS DISCLOSURE PACKET PLAY AN IMPORTANT ROLE IN LIVING WITHIN A COMMON INTEREST COMMUNITY AND SHOULD BE REVIEWED CAREFULLY PRIOR TO YOUR PURCHASE OF THE PROPERTY. A LIST OF THOSE DOCUMENTS IS PRINTED ON THE BACK OF THIS NOTICE.

Recipient Name (print): _____

Recipient signature: _____

Date: _____

Commonwealth of Virginia
Common Interest Community Board
Department of Professional and Occupational Regulation



Post Office Box 29570
Richmond, Virginia 23242-0570
(804) 367-8510
cic@dpdor.virginia.gov
www.dpor.virginia.gov

**Common Interest Community Board
PROPERTY OWNERS' ASSOCIATION DISCLOSURE PACKET NOTICE**

Section 54.1-2350 of the *Code of Virginia* requires that this form accompany disclosure packets issued pursuant to § 55-509.5 of the *Code of Virginia*.

The lot being purchased is in a development subject to the Virginia Property Owners' Association Act ("Act"). Properties subject to the Act are considered "common interest communities" under the law. Owning and living in a community governed by a common interest community association has benefits and obligations. Upon accepting title to a lot within a community governed by a common interest community association, membership in the property owners' association ("association") is mandatory and automatic. The Act specifies the contents of the **disclosure packet**, and fees that may be charged for preparation and distribution of the disclosure packet.

In addition to information provided in the disclosure packet, the following are important considerations when purchasing a lot in a community governed by an association.

Assessments

Each owner is responsible for and obligated to pay regular assessments and, if applicable, other assessments, including special assessments, and other mandatory fees to ensure that the association's financial requirements are met. Assessments are mandatory, imposed by the association for expenses incurred for maintenance and services provided for the benefit of some or all of the lots, reserves for future expenditures, the maintenance, repair, and replacement of the common area, insurance, administrative expenses, and other costs and expenses established in the governing documents. Failure or refusal to pay assessments and any other mandatory fees may result in imposition of late fees, interest, costs and attorney fees, recordation of a lien, filing a lawsuit and obtaining judgment against the lot owner, foreclosing on the lot to enforce the lien, and other actions permitted by the governing documents and the Act.

Declaration and Other Governing Documents

Governing documents typically include a declaration, plats, articles of incorporation, bylaws, rules and regulations, and architectural standards or guidelines ("governing documents"). The governing documents, association policies, and other information contained in the disclosure packet describe the basis for living in a community governed by a common interest community association. The form of governance, nature and scope of services, as well as limitations on property use are addressed in the governing documents, and association policies.

Owners have the responsibility, among other things, to comply with the restrictive covenants and association policies that outline what owners may and may not do on lots and common area. Use of common area, financial obligations of owners and other rights, responsibilities and benefits associated with ownership in a common interest community are subject to the provisions of governing documents and association policies. Some decisions are made by the association board of directors, while other decisions are reserved to a vote of association members. Failure to comply with the governing documents and

This form was developed by the Common Interest Community Board in accordance with § 54.1-2350 of the Code of Virginia and is to accompany the association disclosure packet required by § 55-509.5 of the Code of Virginia. Effective 07/01/2018

association policies may result in monetary penalties, a lien against the lot, suspension of certain privileges, and legal action against the lot owner.

Limitations

The governing documents and association policies may establish limitations affecting use of individual lots and the common area. While the limitations applicable to each association may vary from community to community, § 54.1-2350 of the Code of Virginia makes particular reference to the following. The governing documents and association policies may establish:

- Limitations on an owner's ability to rent the lot.
- Limitations on parking and storage of certain types of motor vehicles and boats within the community.
- Limitations on maintenance of pets on a lot or in common areas.
- Limitations on operation of a business within a dwelling unit on a lot.
- Architectural restrictions applicable to an owner's lot.
- The period or length of time that the declarant (developer) may control membership on the board, make decisions on behalf of the association, and therefore operate the association. This period is often referred to as the *declarant control period*. At the conclusion of the declarant control period, control of the association is transferred to the members.

This list does not represent all limitations that may affect lots within the common interest community.

Important Notice for Purchasers

The contract to purchase a lot within a community governed by a common interest community association is a legally binding document. The purchaser may have the right to cancel the contract after receiving the disclosure packet.

Information provided in this form is a summary of select matters to consider when purchasing a lot in a community governed by a common interest community association but should not be relied upon exclusively to understand the character and nature of the community and association.

The purchaser is responsible for examining the information contained in and provided with the disclosure packet. The purchaser shall carefully review the entire disclosure packet. The purchaser may request an update of the disclosure packet.

The contents of the disclosure packet control to the extent that there are any inconsistencies between this form and the disclosure packet.

The Disclosure Packet must include the following:

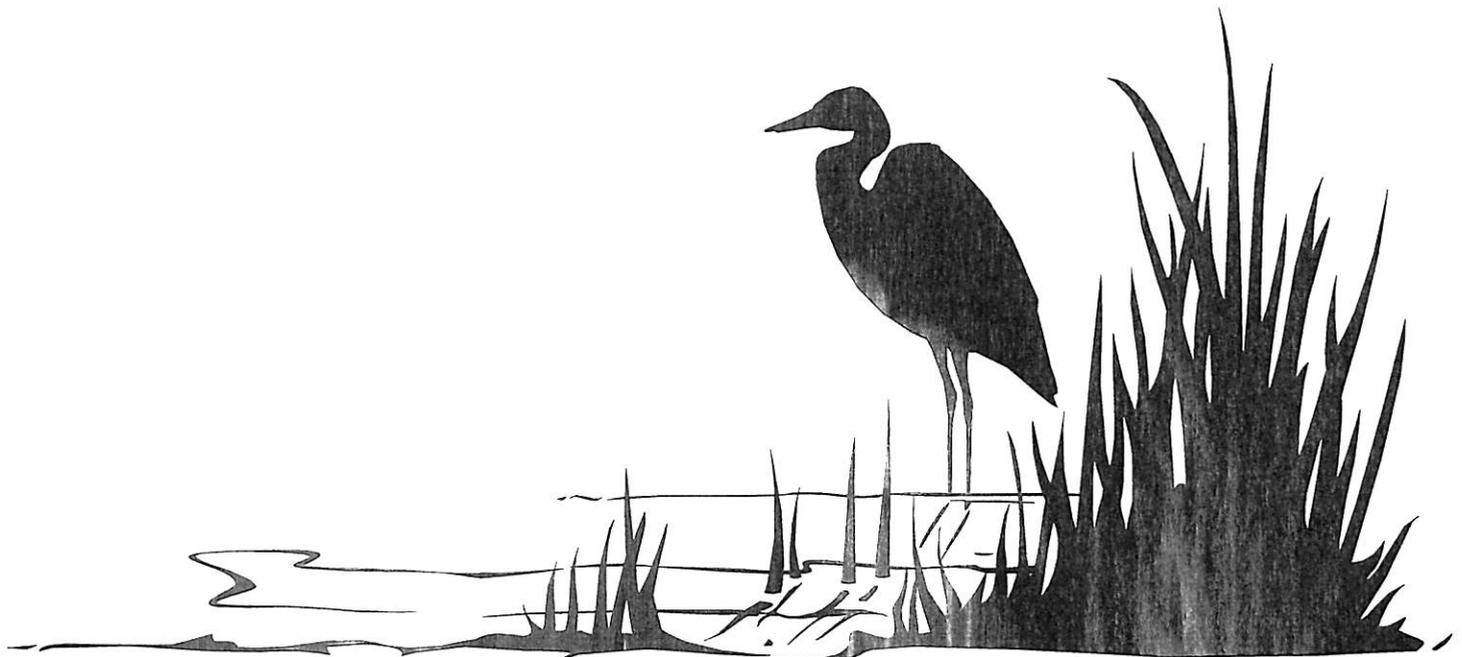
- 1 Association name, and if incorporated, the state of incorporation and the name and address of its registered agent in Virginia;
- 2 A statement of any expenditures of funds approved by the association or the board of directors that shall require an assessment in addition to the regular assessment during the current year or the immediately succeeding fiscal year;
- 3 A statement, including the amount of all assessments and any other mandatory fees or charges currently imposed by the association, together with any post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition, and maintenance of the lot and to the right of use of common areas, and the status of the account;
- 4 A statement of whether there is any other entity or facility to which the lot owner may be liable for fees or other charges;
- 5 The current reserve study report or summary thereof, a statement of the status and amount of any reserve or replacement fund, and any portion of the fund allocated by the board of directors for a specified project;
- 6 A copy of the association's current budget or a summary thereof prepared by the association, and a copy of its statement of income and expenses or statement of its financial position (balance sheet) for the last fiscal year for which such statement is available, including a statement of the balance due of any outstanding loans of the association;
- 7 A statement of the nature and status of any pending suit or unpaid judgment to which the association is a party and that either could or would have a material impact on the association or its members or that relates to the lot being purchased;
- 8 A statement setting forth what insurance coverage is provided for all lot owners by the association, including the fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner;
- 9 A statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto, are or are not in violation of any of the declaration, bylaws, rules and regulations, architectural guidelines and articles of incorporation, if any, of the association;
- 10 A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale;
- 11 A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot, including but not limited to reasonable restrictions as to the size, place, and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag;
- 12 A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to install or use solar energy collection devices on the owner's property;
- 13 The current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association;
- 14 Any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet;
- 15 The notice given to the lot owner by the association of any current or pending rule or

architectural violation;

- 16 A copy of the fully completed form developed by the Common Interest Community Board pursuant to § 54.1-2350;
- 17 Certification that the association has filed with the Common Interest Community Board the annual report required by §55-516.1, which certification shall indicate the filing number assigned by the Common Interest Community Board and the expiration date of such filing;
- 18 A statement indicating any known project approvals currently in effect by secondary mortgage market agencies; and
- 19 The association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50.

Villages of Kiln Creek Owners Association Disclosure Package

Lot 878
Gleneagles





March 14, 2019

Prospective Homeowner at
The Villages of Kiln Creek

Re: Association Disclosure Package

Dear Prospective Homeowner:

The Villages of Kiln Creek Owners Association (the Association) would like to take this opportunity to welcome you. The Villages of Kiln Creek (Kiln Creek) is located in the City of Newport News and the County of York, Virginia. As a planned community, Kiln Creek is subject to the proffers and conditions associated with the project's zoning and certain covenants and restrictions creating a homeowners association which oversees the maintenance and repair of the common areas. The Association is also responsible for promulgating rules, regulations and architectural guidelines which govern the use and architectural design of the entire community.

Please note that any changes to the landscaping or additions/alterations to the exterior of your home require ARB approval. Applications are available at the Owners Association Offices at 970 Brick Kiln Blvd., Newport News, Virginia.

The covenants and restrictions for Kiln Creek require the purchaser to pay a \$700.00 Administration/Transfer/Capitalization Fee to the Association at the time of settlement. These fees are your responsibility and should be brought to the attention of your closing attorney or settlement agent prior to closing.

Virginia Code Section 55-512 requires your seller to request the Association to provide to the seller the enclosed disclosure packet (the Disclosure Packet) to be delivered by the seller to you. The Disclosure Packet contains a disclosure certificate setting forth information regarding assessments, capital expenditures, reserve accounts and pending litigation (if any).

We thank you for your interest in the Villages of Kiln Creek and hope the enclosed information is helpful. If you have any questions regarding the enclosed materials, please call me at 877-9835.

Sincerely,

Laura L. Carnrike, CMCA®,AMS®
Director of HOA Operations

Enclosures

DISCLOSURE CERTIFICATE

Lot 878

Gleneagles

Villages of Kiln Creek (the Lot)

Pursuant to Virginia Code Section 55-512, the undersigned officer of Villages of Kiln Creek Owners Association, a Virginia corporation (the Association) states on behalf of the Association as of the date hereof the following:

1. The name and address of the registered agent for the Association is Elizabeth L. White, 263 McIaws Circle, Suite 205, Williamsburg, VA 23185.

2. The following are expenditures of funds approved by the Association that the board of directors reasonably believes shall require an assessment in addition to the regular assessment during the current year or the immediately succeeding fiscal year: None

3. The annual General Assessment for the calendar year 2019 for each Lot is \$1139.52 payable in 12 monthly installments due the 1st of each month. General Assessments have been paid through 3/31/19. The total unpaid General Assessments are \$0.00. The annual assessment, if any, for the right to use the common areas is N/A. There is an Administration fee in the amount of \$700.00 which is due and payable at closing on each Lot paid by the purchaser. The assessment account for Lot 878 is X or is not current. This disclosure package has or has not X been paid for. The total unpaid fees for this package are \$225.00. All fees and costs of the disclosure packet shall be the personal obligation of the lot owner and shall be an assessment against the lot and collectible as any other assessment in accordance with the provisions of the declaration and VA Code 55-516, if not paid at settlement or within 60 days of the delivery of the disclosure packet, whichever occurs first. There is a \$50 post-closing fee to the purchaser of the property, collected at settlement, for the purpose of establishing the purchaser as the owner of the property in the records of the association.

4. There are no other entities or facilities affiliated with the Association to which the Lot owner may be liable for fees or other charges. There is X or is not a separate sub-association that you are obligated to. Please contact Harrison and Lear at 825-9100 for more information.

5. Total available cash funds for replacement reserves as of 2/28/19 is \$383,254.33 with a loan balance due from HOA of \$1,128,973.14 (for cash flow purposes). Copies of the reserve study for capital expenditures for the Master Association are attached hereto. \$0.00 of the funds is reserved for the following project(s):

6. A copy of the association's current budget is attached hereto as Exhibit 3. A copy of the association's most recent audited balance sheets and statements of revenues and expenses is attached hereto as Exhibit 4.

7. The Villages of Kiln Creek Owners Association has total loans of \$6,650,000 (collectively, the "Loan") from Branch Banking and Trust Company. The total balance owed on the Loan as of January 31, 2019 is \$5,944,050.14. The Loan breaks down as follows:

- (a) \$3,300,000 to refinance the loan for the purchase of the Kiln Creek Club. The balance owed as of January 31, 2019 is \$ 2,779,049.05.
- (b) \$700,000 to finance improvements to the golf course bunkers. The balance owed as of January 31, 2019 is \$ 561,587.18.
- (c) \$150,000 working line of credit for the Association. The balance owed on the line of credit as of January 31, 2019 is \$ 125,000.
- (d) \$2,500,000 to finance restaurant & ballroom renovations, landscaping enhancements, golf course maintenance renovations, clubhouse kitchen equipment, clubhouse doors and windows, security cameras and lights, walking path fitness equipment and golf course tee leveling. The balance owed as of January 31, 2019 is \$ 2,078,414.18.
- (e) \$500,000 working line of credit for the Association. The balance owed on the line of credit as of January 31, 2019 is \$ \$400,000.

8. The following is a statement of the nature and status of any pending suit or unpaid judgment to which the association is a party and that either could or would have a material impact on the association or its members or that relates to the lot being purchased: None

9. The Association maintains the insurance described in the schedule attached hereto as Exhibit 6. Pursuant to Section 9.5 of the Association's Bylaws, all owners are required to obtain, at their own expense, insurance for their lots and improvements thereon. In obtaining such coverage, owners may not decrease the amount that the Association may realize under its insurance policies, nor may they cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by an owner. Each owner must obtain liability insurance with respect to his lot in the amount of at least \$100,000.00. All such policies shall contain waivers of subrogation as against the Association, its board of directors, its managing agent (if any), and their respective agents and employees.

10. Notice has ___ has not X been given to the current Lot owner that any improvement or alteration to the Lot, or uses made of the Lot or common area assigned thereto, are in violation of the current Declaration, Articles of Incorporation of the Association, Bylaws of the Association, the Architectural Guidelines promulgated by the Association or any rules and regulations that may have been adopted pursuant thereto. Please see last page of this disclosure packet for violation notice.

11. The association has the following rule regarding the right of a lot owner to place a sign on their lot advertising the lot for sale: "No sign of any kind may be displayed to the public view on any Lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent."

12. The association has the following rule regarding the display of flags on a property: "Unless neighborhood rules or guidelines state otherwise, each residence in Kiln Creek may display one (1) flag affixed to a flag staff that is bracket-mounted to the front of the home near the front door of the residence. The flag may be no larger than 3' x 5'. The flag may not portray any language or scene that would be offensive to individuals because of race, sex, national origin, religion, etc., and may not contain profanity or vulgar language. Flags meeting these guidelines shall not require an application for exterior alteration; however, any flags not meeting these guidelines, or additional flags, require an application for exterior alteration be filed, and approved by the ARB, before the flag (s) may be displayed. Freestanding flagpoles require an application and are discouraged within Kiln Creek due to the dense population and close proximity of homes."

13. The Association is aware that at the inception of the project (late 1980's/early 1990's) the original developer of the Villages of Kiln Creek obtained project approvals from the following secondary mortgage market agencies in connection with its marketing of residential lots: the Veterans Administration, the Federal Housing Administration, and Fannie Mae. The Association is not aware of the current status, if any, of such project approvals.

14. In addition to the other exhibits referenced in the foregoing paragraphs, attached to this Certificate are the following additional exhibits:

- a. Supplemental Declaration of Covenants and Restrictions; (Exhibit 7)
- b. Department of Professional and Occupational Regulation Real Estate Board Common Interest Community Association Certification of Annual Report as required by § 55-516.1. (Exhibit 8)
- c. Second Amended and Restated Declaration of Covenants and Restrictions affecting the Villages of Kiln Creek; (Exhibit 9)
- d. Second Amended and Restated Articles of Incorporation; (Exhibit 10)
- e. Second Amended and Restated By Laws of the Villages of Kiln Creek Owners Association; (Exhibit 11)
- f. The Amended and Restated Bylaws of the Villages of Kiln Creek Owners Association; (Exhibit 10)
- g. The Villages of Kiln Creek Architectural Standards for Exterior Alterations; (Exhibit 1)
- h. The Rules and Regulations of Villages of Kiln Creek; (Exhibit 2)
- i. Reserve Study for Capital Expenditures; (Exhibit 12)
- j. Approved Board Minutes (Six Months-Exhibit 13)

- k. Complaint Policy & Procedures Governing Complaints Submitted per VA Code Section 55-530 and Regulations of the Common Interest Community board, (Exhibit 14)
- l. Solar Energy Devises (Exhibit 15)

IN WITNESS WHEREOF the Association has caused this Certificate to be executed and delivered by its duly authorized officer as of Thursday, March 14, 2019.

VILLAGES OF KILN CREEK OWNERS ASSOCIATION

By: 
Laura L. Carnrike, CMCA[®], AMS[®]
Director of HOA Operations

Villages of Kiln Creek Owners Association Handbook

Contains:

Part I - RULES

**Part II - ARCHITECTURAL
STANDARDS**



Revised July 27, 2017

David Radcliffe

David Radcliffe, President, KCOA

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FOREWORD TO HANDBOOK

The Villages of Kiln Creek (“Kiln Creek”) is a master planned community comprised of thirty-one (31) villages (or “Neighborhoods”) and more than twelve-thousand (12,000) residents. The Villages of Kiln Creek Owners Association (the “Association”) is the master homeowners’ association for all residential property within Kiln Creek.

The Association is incorporated as a Virginia non-stock corporation. As such, it is governed by the Virginia Nonstock Corporation Act, as well as other laws such as the Virginia Property Owners Association Act.

When an Owner closes on the purchase of a Lot in Kiln Creek, such Owner automatically and legally becomes a Member of the Association. By accepting title to a Lot, an Owner is deemed legally to have agreed to abide by the Association’s governing documents which include: the Second Amended and Restated Declaration of Covenants and Restrictions (“Declaration”); the Second Amended and Restated Articles of Incorporation (“Articles”); the Second Amended and Restated Bylaws (“By- laws”); and the Supplemental Declarations applicable to each Neighborhood within Kiln Creek (collectively, the “Governing Documents”). The Declaration, Articles and Bylaws require the affirmative vote of two-thirds (2/3) of the Members (as defined in the Declaration) of the Association to amend and therefore cannot be easily amended.

The Villages of Kiln Creek Rules set forth in Part I of this Handbook (“Rules”) and the Architectural Standards set forth in Part II of this Handbook (“Standards”) are more fluid documents which may be amended from time to time by the Association’s Board of Directors to accommodate the needs and standards of the community and its Members. Pursuant to Section 4.2 of the Declaration, Article 4.2 of the Bylaws and Section 55-513 of the Virginia Property Owners Association Act, the Association’s Board of Directors has the express authority from time to time to adopt and enforce rules and regulations. In addition, Section 6.6 of the Declaration authorizes the Architectural Review Board, subject to the approval of the Board of Directors, to establish guidelines and standards to be used in considering whether to approve or disapprove Plans.

The mission statement of the Association is “to Preserve, Protect, and Enhance a Community of Excellence.” The purpose of the Rules is to provide direction for Members to assist them in living within the Properties; the purpose of the Standards is to assist Owners in understanding how architectural standards apply when contemplating and designing a proposed Improvement. Adherence to the Rules, Standards and Governing Documents is vital to the community spirit of the Association, and ultimately leads to enhanced property values throughout Kiln Creek. (See pg. 8 for Enforcement Procedures)

The goal of the Association is not to invade Members’ privacy or impose undue burdens upon residents, but rather to carry out and enforce the provisions and covenants found in the Governing Documents. Residents may inquire about the Rules or Standards at the Association’s office on any week- day during the operating hours, via the Association’s improved website at <http://www.kilncreek.org>, or during the monthly Board of Directors meetings held at the Kiln Creek Golf Club & Resort, the Association Office or the Association Rec. Center. The location of the meeting will be posted at the Association Office. The Board of Directors and Association Staff serve the community and its Members and welcome the opportunity to discuss and explain the Association policies and guidelines.

This document supersedes and replaces the Kiln Creek Handbook Rules and Architectural Standards dated December 18, 2014. Please keep this Handbook in a convenient place so that you may refer to these documents when necessary. For any questions or comments, please call the Association’s office at (757) 877-9835. By becoming knowledgeable about, and abiding by the Rules and Standards, we all do our part to protect, enhance & maintain Kiln Creek as a “Community of Excellence.”

**VILLAGES OF KILN CREEK
OWNERS ASSOCIATION**

Part I:

RULES

SECTION I

INTRODUCTION (RULES)

1. **Authority.** Section 7.1(c) of the Second Amended and Restated Declaration of Covenants and Restrictions of the Villages of Kiln Creek Owners Association (the “Declaration”) provides that the Board of Directors of the Villages of Kiln Creek Owners Association (the “Association”) may adopt general rules, including, but not limited to, rules regulating potential problems relating to the use of property and that such rules and any subsequent amendments thereto shall be binding on all Members, except where expressly provided otherwise in such rule. By resolution effective July 27, 2017, the Board of Directors approved revisions to the rules governing the Properties. Such rules, as amended, are set forth herein (collectively, the “Rules”).
2. **Governing Documents.** The Rules and the Architectural Standards (see Part II of this Handbook) shall be considered with the Second Amended and Restated Declaration of Covenants and Restrictions (“Declaration”), the Supplemental Declaration applicable to your Neighborhood, the Second Amended and Restated Articles of Incorporation of the Association (“Articles”), and Second Amended and Restated Bylaws of the Association (“Bylaws”) (collectively referred to as the “Governing Documents.”) If any provision of these Rules conflicts with the terms or provisions of any of the Governing Documents, the terms and provisions of the applicable Governing Document(s) shall control.
3. **Architectural Standards.** Section 6.5 of the Declaration provides that no Improvement (as defined in Section 6.2 of the Declaration) shall be constructed, erected, installed or maintained on any Lot or Parcel, nor shall any Improvement be altered, enlarged, demolished or removed in a manner that alters the exterior appearance (including without limitation paint color) of the Improvement of the Lot or the Parcel on which it is situated, unless the Application, Plans and construction schedule therefore have been approved by the Architectural Review Board (“ARB”). Pursuant to Section 6.6 of the Declaration, the ARB has established, and the Board of Directors has approved, certain standards known as the “Architectural Standards” to be used in considering whether to approve or disapprove plans for Improvements. These Rules are closely related to the Architectural Standards, and in many instances specific reference is made to the Architectural Standards for additional requirements and guidance.
4. **Neighborhood Rules.** Individual Neighborhoods may have rules that are more, but not less, restrictive than the Association.
5. **Definitions.** Unless otherwise indicated, defined terms used herein shall have the meaning set forth in the Governing Documents.
6. **Enforcement Procedures** begin on pg. 22.

SECTION II

RULES / USE OF PROPERTY

1. **Animals:** In recognition of the need for animal control and safety within Kiln Creek, and the right of each resident to enjoyment of their Lots, the Common Areas and Neighborhood Common Areas, the following rules and policies are hereby established to minimize and address animal problems, and to provide procedures for processing animal questions and complaints.
 - a. The maintenance, keeping, boarding or raising of non-domesticated animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon the Common Area or Neighborhood Common Area. Keeping of guide animals, service animals and orderly domestic pets (e.g., dogs, cats or caged birds) without the approval of the Board of Directors, is permitted; provided that such pets are not kept, bred or maintained for commercial purposes.
 - b. When outdoors, pets must be leashed and accompanied by a responsible person who can control the pet. Pets may not be left unattended except while in a fenced private yard. Pet owners who want to install invisible, underground electric fences to keep their animals inside their Lot must file an application for exterior alteration with the Association's ARB. No pet may be leashed or tethered to any stationary object. **Pet owners are responsible for the immediate removal and proper disposal of animal waste.**
 - c. Any Owner who keeps or maintains any pet upon any portion of the Properties agrees to indemnify and hold the Association and each Owner harmless from and against any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet within the Properties. Owners shall ensure that their pets are vaccinated against rabies and that such vaccinations remain current and up to date.
 - d. **The Association will monitor all signed and written formal concern forms regarding free roaming cats, dogs off leash, and/or dog and cat excreta. If warranted, a notice of violation will be issued to the Owner of the Lot following a signed written complaint (see pg. 22).**
 - e. Written complaints received by the Association concerning nuisance animals will be processed for a hearing by the Association in accordance with the Enforcement Procedures in Section IV. A written concern form must be submitted to the Association along with the signature of any other complaining residents, stating the particulars (dates and times) of the alleged nuisance. All residents signing the statement must be willing to attend a Board of Directors meeting, to which the Owner of the Lot where the pet resides has also been invited, for a hearing. Please **remember** that your concern form must be completed in its entirety.
 - f. Any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Properties upon ten (10) days written notice from the Board of Directors. The foregoing notwithstanding, any pet which threatens the safety of or attacks any person(s) lawfully on or occupying the Properties, may be ordered permanently removed from the Properties immediately, without ten (10) days written notice from the Board of Directors, if the Board of Directors deems such removal necessary to protect the safety or welfare of such person(s), and in such cases, the Board of Directors shall provide such notice as is reasonable under the circumstances. The Association will refer all residents to the SPCA if an alleged domestic animal (dog or cat) control problem exists on residential private property.

2. **Association Property:** The Common Area and Neighborhood Common Area shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Lots. The improvements located on the Common Area and Neighborhood Common Area shall be used only for their intended purposes, except as otherwise expressly provided in the Governing Documents. No Owner shall make any private, exclusive or proprietary use of any of the Common Area or Neighborhood Common Area. Common Areas include but are not limited to lake banks, water bodies, wooded areas, golf course, conservation areas, or any other property not owned by a Lot Owner. There shall be **no dumping** (such as grass, limbs, debris, garbage, etc.) on any Common Area or Neighborhood Common Area. If an Owner or an Owner's guest damages any Common Area, Neighborhood Common Area, or any equipment, property or Improvements thereon, they will be held responsible for the cost of repairing such damage.
3. **Casualty:** Damage to property by fire, casualty, accident or other cause must be promptly reported to the Association by any person having knowledge thereof. If a building or other improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either: (i) by repairing or reconstructing such building or Improvement (See "Maintenance" on pgs. 13-14); or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Properties. Such work must be commenced promptly after the date of casualty and substantially completed no later than six (6) months after the date of casualty; provided, however, that any unsafe structure must be immediately secured. An extension may be granted by the Board of Directors, in its sole and absolute discretion.
4. **Vandalism:** Damage to property by vandalism on common property must be promptly reported to the Association and law enforcement by any person having knowledge thereof. Remediation of vandalism on personal property must be commenced no later than 30 days after the occurrence. An extension may be granted by the Board of Directors, in its sole and absolute discretion.
5. **Clothes Drying Equipment:** No clotheslines or other clothes drying apparatus shall be permitted outside an enclosed structure on any Lot. No portion of a Lot shall be used for the drying or hanging of laundry or the airing of clothes or other items unless such laundry or other items are located within an enclosed structure.
6. **Commercial Use:** Pursuant to Section 7.1(w) of the Declaration, no Lot shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose. An Owner may operate a home occupation and/or office located in the dwelling on the Lot if:
 - Such occupation/office generates no significant number of visits (as determined by the Board of Directors) by clients, customers or other persons related to the business;
 - No equipment or other items related to the business are stored, parked or otherwise kept on such Owner's Lot or the Properties outside of an approved enclosure;
 - Such Owner has obtained approvals for such use as may be required by the City of Newport News or the County of York;
 - Such Owner's home and/or office is operated in accordance with all requirements of applicable governmental ordinances.
 - If Owner elects to have a sign, it may be no larger than one (1) foot by one (1) foot, located near the main entrance of the dwelling.

7. **Drones (unmanned aerial vehicles):** Due to the close proximity of Kiln Creek to the Airport, recreational use of drones (unmanned aerial vehicles) is prohibited.
8. **Emissions:** There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere except for normal residential chimney emissions and no production, storage or discharge of Hazardous Materials on the Properties or discharges of liquid, solid wastes or other environmental contaminants into the ground or any body of water. See also, Section 7.1(j) of the Declaration. Normal amounts of BBQ grill smoke/emissions shall not be considered a violation, provided such grills are operated in accordance with the requirements of paragraph 13 below.
9. **Firearms:** Because of the density of homes in Kiln Creek, no discharge of firearms or other projectile weapons is permitted. Any and all city and county ordinances must be followed. This includes, without limitation, guns, rifles, paint ball guns, BB Guns, pellet guns, sling shots and archery equipment.
10. **Firewood:** Because of the threat of pest problems, firewood must be stored a minimum of six (6) inches off the ground. Firewood must be stored behind the rear foundation line of the dwelling on the Lot and stacked in a neat and orderly manner and shall not be stored in a manner that blocks access to any door or throughway, or any Common Area or Neighborhood Common Area. Firewood shall not be stacked in excess of four (4) feet in height. Owners must clean and sweep Common Areas and Neighborhood Common Areas that have been littered due to the delivery of firewood. Consult the applicable Supplemental Declaration which may contain additional regulations. If firewood is to be covered, a neutral colored tarp/covering must be used.
11. **Fireworks:** Fireworks are prohibited; except in instances of an Association fireworks display.
12. **Garage Doors:** To enhance the security of the community and aesthetics of the homes and streetscapes, garage doors should be kept closed to the maximum extent possible. It is the Owner's responsibility to keep the garage door in good repair.
13. **Grills/Firepits:** Except as provided in applicable Supplemental Declarations, use of portable barbecue grills/firepits or other outdoor cooking equipment is permitted on the Lots. Grills/Firepits shall be a minimum of 5 (five) feet from the property line. When in use, outdoor cooking equipment must be placed behind the dwelling, whenever possible, and positioned so that smoke will not disturb neighboring properties. Fires must be extinguished promptly after use. Permanent grills/firepits require approval from the ARB. If a grill/firepit is rusting, a cover is required. See Architectural Standards, Neighborhood rules, if any, and Supplemental Declaration applicable to your Neighborhood for further restrictions.
14. **Holiday/Seasonal/Temporary Decorations and Lighting:** Holiday decorations as used herein mean those temporary decorations and lighting associated with a particular national, state, local or religious holiday. These decorations may be displayed for up to thirty (30) days before and fourteen (14) days after the applicable holiday. Seasonal decorations may be displayed during the calendar year's seasonal dates. Inflatable decorations are permitted for holiday decorations only, not seasonal. Owners are urged to take care and exhibit consideration for their neighbors when displaying holiday/seasonal/temporary decorations so as not to cause an unreasonable source of annoyance to occupants of neighboring property. Please contact the Association's office for special circumstances regarding holiday decorations.

Neighborhood Entrances (Common Areas and Neighborhood Common Areas). The Association encourages the display of decorations and our nation's flag at the entrances of the villages. Neighborhoods wishing to display any decorations or the flag within Neighborhood Common Areas located at the entrance to a Neighborhood must notify the Association and designate a point of

contact who will be responsible for the placement, maintenance and removal of such decorations and/or flags. Decorations and flags will not be affixed to the Neighborhood signs. Decorations must be placed in a manner that will not impede routine maintenance and will not adversely impact traffic light lines.

15. **Hoses/Sprinklers (non-permanent):** Except when in use, garden hoses shall be stored in a neat and orderly fashion. Hoses/sprinklers shall not be used as a permanent irrigation system. See pg. 52 “Sprinkler Systems/Irrigation” for more information.

16. **Lakes and Water Bodies:** As provided in Section 7.1(f) of the Declaration and subject to the use of the lakes for irrigation purposes by the Association, all lakes within the Properties are aesthetic amenities and no other use thereof, including, without limitation, swimming, boating, fishing, playing or use of personal floatation devices shall be permitted. No piers or docks shall be constructed on any portion of the lakes nor attached to the shorelines or banks thereof, except those approved by the Board of Directors. All lakefront property Owners are to observe the easement around each lake that has been dedicated to the Association. No dumping is allowed along lake banks or into any lake itself. Please refer to the “Lakes and Snakes” bulletin from your disclosure package for more information. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the lakes within the Properties. The Association reserves the right to authorize fishing in the lakes by scheduling a community fish day. **Owners are prohibited from trimming any vegetation on common property bordering the lakes.**

17. **Landscaping Care:** It is the Owner’s responsibility to keep all shrubs, trees, grass and ground cover neatly trimmed, properly cultivated and free from all trash, weeds, and other unsightly materials. The Owner is also required to maintain the grass located behind fences behind an Owner’s Lot and in easement areas located on the Owner’s Lot. No resident may seed, fertilize, mow or otherwise disturb the area past the Lot’s property line. Artificial vegetation of any kind (e.g., plastic or silk flowers or bushes) is prohibited. Shrubs, trees and grasses should be chosen by their height at maturity and be in proportion to the bed, lawn, home and lot. (Local nursery personnel are often knowledgeable and are usually willing to share their expertise regarding these areas.) The Association typically conducts lawn inspections following the weekends. If a Lot is not being maintained, and after notice has been given, the Association is permitted to go onto an Owner’s Lot and perform the maintenance at the Owner’s expense, per the Governing Documents.
 - **Lawn Maintenance-** Overall, lawns shall have a generally well groomed and maintained appearance. Grass shall be mowed on a regular basis. The height of the grass shall at no time exceed six (6) inches. During high growth seasons, mowing may need to be done as often as once a week. There shall be no weeds in the place of grass and there shall also be no bare spots in the lawn. Lawns that have either of these problems must be weeded and/or seeded during the next appropriate growing season. Watering is also important. Lawns should be watered enough to maintain a green, healthy appearance (however, city and county water regulations should be adhered to at all times). The area/edges where your lawn meets your house, driveway, walkway, fence, patio, or other obstruction shall be neatly trimmed and free of weeds. Trees shall be kept pruned, trimmed and/or neatly groomed. The Association may notify an Owner of the need for one or more of the following: (i) turf applications (weed control), (ii) soil preparation, (iii) aeration, (iv) seeding, (v) fertilizing, (vi) watering and (vii) any other steps necessary for the Owner’s lawn to be established. All driveways, walkways, patios and other similar areas shall be kept free from all grass, weeds, debris or other materials. Residents, or those with lawn service contractors shall be responsible for ensuring that the contractor does not blow grass clippings, branches, grass or any debris down storm drains, into the streets, Common Areas, Neighborhood Common Areas or other Owners’ Lots.

- **Flowerbed Maintenance-** All flowerbeds, gardens, or other areas segmented from the lawn shall be well kept; free of all grass and weeds. Landscaping materials such as mulch, stones, blocks, bricks, etc. shall also be kept weed and mold free, and repaired/replaced if they are disjointed or broken. (See Architectural Standards pgs.42-43 for edging specifications.) If an area appears unkempt or fades into your lawn, you may be asked to have this area differentiated by either creating a distinct flowerbed, or removing the plant material and seeding to encompass this area into your lawn.

18. **Leaves:** The burning of leaves and other yard debris within the Villages of Kiln Creek is **strictly prohibited**.

Collection: At no time shall leaves or other yard debris be piled in streets for vacuuming and/or collection by the City of Newport News or York County, as neither locality collects un-bagged leaves in Kiln Creek. All local city or county ordinances for trash collection must be followed. A Lot Owner shall not rake or blow leaves into a Common Area, Neighborhood Common Area or street. Un-bagged debris gets washed into storm drains and may clog up our lake system.

Removal: Leaf removal shall be done on a routine basis, especially during Fall months. Only clear bags shall be used and placed by the curb. In Newport News, bagged leaves are collected year-round as bulk trash every other week. In York County, from mid-November to mid-January, leaves are collected every other week. Please refer to both locality websites for up to date collection information.

Newport News: <https://www.nnva.gov/771/Solid-Waste-Collection-Schedule-Calendar>

York County: <http://www.yorkcounty.gov/CountyGovernment/PublicWorks/WasteManagement/LeafCollection.aspx>

19. **Leasing:** Section 7.5 of the Declaration contains restrictions governing leases of residential dwellings in Kiln Creek. All leases of dwellings in Kiln Creek shall be for one (1) year minimum. Only one lease per Lot is permitted and no portion of a dwelling (other than the entire dwelling) may be leased. No Owner shall lease a Lot other than on a written form of lease. Therefore, any type of “AirBnB” type of listings/postings for rentals are strictly prohibited.

Kiln Creek requires:

- a. The lessee to comply with the Governing Documents and Rules (including, without limitation, individual Neighborhood rules).
- b. Failure to comply with the Governing Documents and Rules (including, without limitation, Neighborhood rules) constitutes a default under the lease. All absentee Owners shall promptly notify the Association of their new address, e-mail address, phone number and the name, work and home phone numbers of their tenants and Property Management Company, as applicable. It is the responsibility of the Owner to ensure that the required Tenant Information Sheet is completed, signed by the Owner, and returned to the Association prior to the tenant’s occupancy of the dwelling unit. Failure to do so shall constitute a violation of the Declaration and the Rules.

20. **Maintenance:** As provided in Section 7.2 of the Declaration, each Owner shall keep all Lots and Parcels owned by him and all Improvements thereon in good order and repair, free of debris, all in a manner and with such frequency as is acceptable to the Association and consistent with a first-quality development. Common maintenance items include, but are not limited to: painting the exterior of your home; cleaning/painting mailboxes; cleaning algae/mold/mildew on roofs, siding, fences, etc. See Exhibit A for a sample review checklist of more items viewed during reviews. In the event an

Owner shall fail to maintain his Lot and the Improvements situated thereon as provided herein, the Association, after notice to the Owner and approval of the Board of Directors, shall have the right to enter upon such Lot to correct such failure. All costs related to such correction shall become a special assessment upon such Lot and as such shall be regarded as a special assessment with respect to lien rights and remedies of the Association.

- a. **Maintenance of Lots/Reviews:** The Association may conduct property reviews at any time. See Exhibit A on pg. 24 for the extended list of what is typically checked during such reviews. The storage of any item outside of your home is prohibited. (See Rule #33 pg. ___ regarding "Storage").
- b. **Maintenance of Lot During Exterior Construction/Remodeling/Renovation:** All Lots must be maintained free of debris during the course of construction. Adjoining streets must be kept cleaned of debris and mud. Building sites that maintain a portable toilet for the use of subcontractors working on the site should be located, whenever possible, near the side of the property and out of view. In no instance, shall a portable toilet be allowed to be located in the sidewalk, gutter or street. Lots served by portable toilets or dumpsters shall be dumped on a weekly basis and such portable toilets/dumpsters shall have prior approval from the Association. Construction activity must be limited to the hours of 7:00 a.m. to 8:00 p.m. No radios may be played at levels that cause an unreasonable nuisance to adjoining Lots.
- c. **Construction, Remodeling and Renovation Restrictions.** The continuous observation of the following rules and regulations as they pertain to the performance of construction activity shall be mandatory for all contractors working within Kiln Creek. Specifically, in addition to those items previously addressed herein, each contractor, and their sub-contractors must observe the following:
 - 1) Each contractor shall maintain the exterior grounds and premises in a neat and clean condition, free of all trash and debris.
 - 2) No materials, except those that shall be incorporated into the project during a maximum of thirty (30) days following delivery, will be allowed on the exterior of the site. Those materials stored on site will be maintained in a neat order.
 - 3) Trailers, trucks, vans and portable storage containers carrying construction tools or materials must not be parked on the street or any Common Area or Neighborhood Common Area overnight. Dumpsters must be placed in the driveway. (See Rule #28 on pgs. 16-17 for parking regulations.)
 - 4) Construction must be completed within six (6) months. Additional time may be granted on a case by case basis.
 - 5) Prior approval from the Association office is required for dumpsters and portable toilets so that the Owners may receive a permit from the Association for their use/placement. Please display this permit on the dumpster or toilet in an area that is visible from the street. (Such permit is in addition to other permits required by applicable laws and ordinances.)
 - 6) All construction material, scaffolding, ladders, dumpsters and portable toilets shall be removed within seven (7) days after completion of work.

21. **Motorized Vehicles:** No motorized vehicles of any type shall be driven on the community trails, pathways, cart paths, Common Areas or Neighborhood Common Areas (other than streets and parking areas). The foregoing rules regarding motorized vehicles do not apply to the use of maintenance vehicles used by the Association, and Golf Club & Resort, or motorized wheelchairs or other devices to assist persons with disabilities. Pedestrians have the right of way in all instances. The foregoing rules do not apply to the golf course.
22. **Moving:** Move-ins and move-outs shall be conducted between the hours of 7:00 a.m. and 9:00 p.m. unless otherwise approved by the Association's Director of Operations. If leasing or vacating a dwelling, the Owner must provide the Association with his/her/their change of address in writing. Please be considerate and do not block driveways, trash cans or mailboxes. If any damage is done to any Common Area, Neighborhood Common Area, or other property, the moving Owner shall be held liable (See Rule #2 pg. 10 Association Property). Large moving vans and trucks may not remain overnight. U-haul type vehicles/trailer hauls/trucks may remain on a lot for a maximum of three (3) consecutive days and you must notify the Association office prior to its arrival.
23. **Multi-Unit Dwellings:** Rules for garbage and trash storage, storage and usage of grills and storage of firewood may be established by state law and the individual Neighborhoods for multi-unit dwellings provided such rules do not contradict or conflict with the Rules of the Association.
24. **Noise:** All persons present on the Properties shall comply with all applicable local noise ordinances and shall not permit or engage in any activity, practice or behavior that causes unreasonable annoyance, discomfort or disturbance to any other person(s) lawfully present on any portion of the Properties. Residents are encouraged to call local authorities to report such violations or occurrences.
25. **Nuisances:** Section 7.1(a) of the Declaration provides that no nuisance shall be permitted to exist on any Lot or Parcel." Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance, shall not be conducted on any Lot, Parcel, Common Area, Neighborhood Common Area, or on any part thereof, and the Association has authority to initiate legal proceedings to abate such activity. Residents are encouraged to call local authorities to report unlawful occurrences.
26. **Obstructions:** No person shall obstruct any of the Common Area or Neighborhood Common Area, or otherwise impede the rightful access of any other person on any portion of the Properties upon which such person has the right to enter. No person shall place or cause or permit anything to be placed on or in any of the Common Areas or Neighborhood Common Areas without the approval of the Board of Directors. Nothing shall be altered or constructed or removed from the Common Areas or Neighborhood Common Areas except with the proper written approval of the Board of Directors.
27. **Outdoor Recreational Group Activities:** In Common Areas and Neighborhood Common Areas, outdoor recreational activities may be permitted from sunrise to sunset in designated areas if approved by the Association's Director of Operations. The Board of Directors may, in its discretion, consult the Neighborhood Advisory Board or Neighborhood Advisory Committee, as applicable, regarding behavior rules, parking areas for bicycles and other play equipment (skateboards, etc.), and trash disposal. Any picnic tables in Common Areas and Neighborhood Common Areas are on a first come, first served basis. "Pokemon Go" type activities are prohibited in Common Areas.

28. **Parking and Vehicular Restrictions:**

- a. If a Neighborhood has its own separate association with a separate board of directors, enforcement of such separate association's parking and vehicular restrictions may be conducted by its board of directors or its management company. (See Exhibit 1 pg. 57 of this Handbook for a list of sub/associations.)
- b. Parking in the Properties shall be restricted to personal vehicles and only within the driveways and parking areas designated for parking. Curbside parking within the interior streets of a Neighborhood in those portions which are not designated "No Parking" by corresponding signage and/or marking is permitted when the vehicle is parked so as not to impede traffic or block access to trash bins, mail boxes, stop signs and driveways and so as not to damage vegetation. Vehicles may not be parked within fifteen (15) feet of fire hydrants. No parking on lawns, Common Areas or Neighborhood Common Areas shall be permitted. Vehicles parked in such a way that blocks or creates a hazard for vehicles in a designated traffic lane are not permitted.
- c. Junk, derelict vehicles not in compliance with local or state laws or inoperable vehicles are prohibited. Any vehicle not displaying current registration plates and current city/county and state inspections is prohibited on any portion of the Properties unless enclosed in a garage. If during an inspection it is noted a vehicle is not current on its tags or inspection, a member of the Association staff will send a "reminder" notice and a re-inspection will be done. If the vehicle is still not in compliance with the Rules and/or with local or state laws, the vehicle will be subject to towing without further notice. All repairs of any motor vehicle which shall cause the vehicle to remain inoperable at the end of one (1) day are prohibited upon any portion of the Properties. If a vehicle is showing substantial damage, the Owner of the vehicle may be asked to cover it with a form fitting cover. Broken windows shall be repaired within thirty (30) days.
- d. An operable and registered vehicle may be covered with a clean, tight fitting covers designed specifically for the vehicle. Vehicles covered with a car cover shall not be parked on the street. Car covers shall be earth toned in a solid color (i.e. brown, green, tan).
- e. Advertising is prohibited on vehicles (including but not limited to websites, phone numbers, etc.).
- f. Commercial vehicles are **prohibited**, except in garages. "Commercial Vehicles" are vehicles that are not designed and used for customary, personal/family purposes. The absence of commercial lettering or graphics on a vehicle shall not be determinative of whether it is a commercial vehicle. Concurrently, lettering or graphics on a vehicle advertising a business is indicative of a commercial vehicle, as is a commercial license plate. The lettering or graphics on a vehicle may be covered with a magnetic strip the same color as the vehicle or covered with a vehicle cover in order to bring it into compliance, provided there are no other features which cause the vehicle to be considered commercial. The foregoing and below restrictions regarding commercial vehicles shall not apply to temporary parking of commercial vehicles by non-Owners in connection with construction or providing pick-up and delivery and other commercial services, nor shall any such restrictions apply to any vehicles of the Association. The parking of service vehicles for repairs and/or service within the Properties shall be confined to the period between 7:00 a.m. and 9:00 p.m. except in the case of emergencies.

- g. Campers, RVs, jet skis, construction trucks, trailers or boats are not to be parked/stored overnight on Lots, driveways, streets, Common Areas or Neighborhood Common Areas without the express prior permission of the Director of HOA Operations.
 - h. Non-resident overnight parking is restricted to house guests only. The storing of any vehicle is not permitted on the street.
 - i. No items, materials, recreational items, etc. shall be stored on the exterior of any vehicle.
 - j. All motor vehicles, including, but not limited to ATV's, trail bikes, motorcycles, and dune buggies-shall be driven only upon paved streets and parking areas. A speed limit of fifteen (15) mph should be observed within the subdivision streets unless otherwise posted. All motorized vehicles, including, but not limited to golf carts (other than on the golf course and golf cart paths) and motorized scooters, are prohibited on any of the Association's Common Areas or Neighborhood Common Areas to include pathways or unpaved portions. Those vehicles used by the Association to carry out its day-to-day operations, motorized wheelchairs, or other devices to assist the disabled are exempt from the above restrictions.
 - k. Subject to applicable laws and ordinances, any vehicle parked in violation of these and other restrictions set forth in the Governing Documents may be towed by the Association at the sole expense of the vehicle owner. The Association shall not be liable to the owner of the towed vehicle for trespass, damage, or otherwise, nor shall the Association be guilty of any criminal act by reason of the towing. In cases of towing in which notice is required, once such notice is posted, neither its removal nor failure of the vehicle owner to notice it or receive it for any reason, shall be grounds for relief of any kind. An affidavit of the person posting such notice stating that the notice was properly posted shall be deemed conclusive evidence of proper posting of the notice.
 - l. If a vehicle is parked in a No Parking Zone or Fire Lane, is double-parked or otherwise blocking throughways, fire hydrant access, or is causing an emergency situation, it will be subject to towing without notice at the sole expense of the vehicle owner.
 - m. If a vehicle is parked in violation of these Rules and other restrictions set forth in the Governing Documents but is not causing an emergency situation, for at least twenty-four (24) hours, a notice of violation will be placed on the vehicle and it will be subject to towing without further notice at the sole expense of the vehicle owner.
29. **Play Equipment, Strollers, Etc.:** All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers, and similar items shall be stored so as not to be visible from streets and neighboring properties when not in use. When not in use, wading pools should be emptied for health and safety purposes and stored within an enclosed structure. Swing sets, trampolines and similar playground equipment require prior ARB approval.
30. **Recreational/Athletic Equipment:**
- a. For Recreational, Athletic Equipment and Portable Basketball Goals: See pg. 50 in the Architectural Standards.
 - b. No permanent recreational/athletic equipment (i.e. baseball cages, skateboard ramps, hockey or soccer nets) shall be permitted on any Lot.
 - c. When not in use, all recreational equipment must be stored inside a privacy fence, shed, garage or other unobtrusive backyard area where it will not be visible by neighboring properties.

- d. Portable freestanding athletic equipment which shall include, but is not limited to, skateboarding ramps may not be set up and used on any neighborhood street.
- e. Use of home-based outdoor recreational equipment, including, but not limited to basketball goals, is prohibited between sundown and 9:00 a.m. (See Architectural Standards item entitled "Recreational/Athletic Equipment – Portable Basketball Goals on pg. 50.")

31. **Sale of Lots:** Virginia law requires sellers of residential property to order a disclosure package (book or electronic) for the purchasers for their Lot. Upon an Owner's request, the Association will provide a disclosure packet as required by the Virginia Property Owners Association Act. The Association charges a fee for providing the disclosure packet. Disclosure packages should be paid for at the time of the delivery of the disclosure packet. Contact the Association office for more information.

32. **School Spirit Emblems/Sidewalk Chalk:**

- School spirit emblems no larger than 12" x 12" may be painted on a driveway at the termination of the driveway into the street provided temporary paint is used that can be completely removed when the emblem is no longer meaningful, or when the resident moves out. The driveway must be designated exclusively for the use of a single residence. Emblems may not be installed on Common Areas, Neighborhood Common Areas, or shared driveways. As in all cases, please check your Neighborhood rules, Supplementary Declaration, and if applicable, the governing documents for any separate association applicable to your Lot for additional guidance.
- Sidewalk Chalk is permitted on private driveways/walkways.

33. **Signs:** **No Sign of any kind may be displayed on any Lot except as follows:**

- a. One (1) sign of not more than six (6) square feet advertising the property for sale or rent provided the sign is removed no later than 3 days after the sale (closing) of the property to a new Owner or occupancy by tenant.
- b. One (1) sign of not more than six (6) square feet expressing support or opposition to political candidates or other issues which appear on the ballot of a primary, general, or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election or vote and shall be removed within two (2) days after such election and shall not have a maximum elevation in excess of six (6) feet.
- c. Security signage (e.g., no trespassing, alarm and dog warning) are permitted. Signs must be less one (1) square foot in size (two (2) signs per lot).
- d. Solicitation Signage: One (1) small 12" x 12" "No Solicitation" sign is permitted by entrance doors of the dwelling.
- e. An Owner's personal vehicles parked on his Lot within the Property may display one (1) "For Sale" sign on a vehicle window not to exceed 8½" by 11" in size.

- f. Freestanding, temporary signs are permitted for individual Neighborhoods to inform residents of Neighborhood events. Real estate “open house” signs may be displayed at Neighborhood entrances from 9:00 a.m. Saturday morning to 5:00 p.m. Sunday evening. The sign must be of suitable size not to exceed six (6) square feet (recommended 3’ x 2’) and must be placed as directed by the Board of Directors. Signs may be displayed seven (7) days in advance of the event and must be taken down within 24 hours after the event.
- g. Neighborhoods wishing to display signs other than meeting notices (i.e. yard of the month) must obtain prior approval from the Board of Directors.
- h. A sign advertising yard/garage sale shall not be placed on any property other than that of the Lot of the person conducting such sale.
- i. One (1) sign for home occupation/office no larger than One (1) square foot is permitted if located by the front entrance of the dwelling.

34. **Solicitation/Pamphleteering/Advertising:** Kiln Creek has established itself as a non-soliciting community; however, local ordinances are subject to change at any time. We suggest that homeowners either post a small no-solicitation sign at the front door of their dwelling, and/or do not respond to these solicitors. Soliciting, pamphleteering and advertising are prohibited within the entire community of Kiln Creek. Under special circumstances, with the written permission of the Board of Directors, exceptions to this rule may be allowed on a case by case basis.

35. **Storage:** The storage of items outside of a dwelling is prohibited. This includes but is not limited to boxes, bins, tools, lawn/gardening supplies, recreational equipment, toys, luggage racks, ladders, vehicle parts/doors/caps etc. Any items not mentioned will be addressed on a case by case basis at the discretion of the Board.

36. **Portable Storage Containers:** All portable storage containers such as PODs®, SmartBox® and other similar storage devices are prohibited on a Lot, except for 3 days when moving in/out, or as permitted by the Board of Directors or Director of HOA Operations for construction activities.

37. **Trash:** All garbage and trash stored on the Properties shall be kept in covered containers, and, except for a reasonable amount of time to permit collection on scheduled days of trash collection, shall be kept inside a privacy fence, shed, garage or other concealed or screened area, so as not to be visible from the street. Accumulation or storage of litter, refuse, bulk materials, building materials, garbage or trash of any other kind shall not be permitted on any Lot. No incinerator shall be kept or maintained upon the Properties. The burning of trash, leaves or other debris is strictly prohibited within Kiln Creek. *Please note private villages may have their own trash/recycling regulations.*

Trash and recycling containers shall be placed curbside no earlier than 5:00 p.m. the day before scheduled pickup and should be removed from the curb in a timely manner following trash pickup. In no case shall a container remain curbside later than 9:00 p.m. on the day of pickup. Residents who continuously violate this rule will be subject to Formal Hearing with the Board of Directors.

Bulk waste, which includes bagged grass clippings and collapsed moving boxes, shall be placed curbside no earlier than 5:00 p.m. the day before scheduled pickup.

- All trash bags placed on curb must be made of clear plastic. Black trash bags are prohibited.
- Homeowners have the option to place house identification numbers visibly on the front of their trash can with adhesive stickers no larger than three (3) inches in height. (Painting of these numbers is not permitted.)

- Specific details regarding trash may be found on the local government websites of the City of Newport News and York County.

Newport News: (757) 933-2311

<https://www.nnva.gov/771/Solid-Waste-Collection-Schedule- Calendar>

York County: (757) 890-3780

<https://www.yorkcounty.gov/CountyGovernment/PublicWorks/WasteManagement.aspx>

38. **Underground Utilities:** No water, sewer, gas, or drainage pipe, television cable, electrical wire, or other similar transmission or utility line shall be installed or maintained upon any Lot or Parcel above the surface of the ground.
39. **Window Treatments:** Drapes or other window treatments (such as blinds or shutters) must be white, off white or have a white lining or backing. No plastic wrap may be affixed to a window. Sheets, blankets, towels or other materials not intended for use as window coverings are prohibited.

Decorative films or clings require the approval of the ARB prior to installation.

Window tinting: See Architectural Standards on pg. 56.

40. **Yard/Garage Sales:** Yard/garage sales are permitted within the Properties provided the following requirements are observed:
- a. If the resident resides in Newport News, all Newport News regulations must be followed and the proper permit needs to be obtained. York County does not currently require a permit (as of the last revision date of these Rules).
 - b. No more than four (4) yard/garage sales are permitted at one residence per year. Exhibition of merchandise must be confined to resident's Lot. *Note* The Association has a community-wide yard sale 2 times a year; please contact the Association's office for dates.
 - c. Yard/garage sales may only be conducted between the hours of 7:00 a.m. and dusk.

SECTION III

RECREATION AREAS

Recreation Passes are required for the use of the Kiln Creek recreational facilities. Recreation Passes are available at the Association's office.

Recreation Center, Swimming Pools, Basketball Court, Golf Club & Resort and Tennis Courts.

Please view the Recreation Center, Pool, Basketball Court, Golf Club & Resort and Tennis Court Rules in our office for a handout, or on our website at www.kilncreek.org as these rules are routinely updated.

Playground/Picnic Areas

All Kiln Creek playgrounds and the picnic areas will be open from 9:00 a.m. until dusk, seven (7) days a week. These areas are available on a first-come, first-served basis. No loitering in these areas is permitted.

Paths/Trails

Paths/Trails are for use of residents and their guests. Please use at your own risk. Skateboards, hoverboards and other similar devices are not permitted on the paths/trails. See # 27 page 15.

SECTION IV

ENFORCEMENT PROCEDURES

Courtesy and cooperation among residents and homeowners are necessary for community living. When enforcement concerns involve your neighbors, it is often best to simply discuss the problem with them. Should the enforcement concern remain unsolved or if you feel uncomfortable talking to your neighbor, please contact the Association to request assistance. The concern filed with the Association should be in writing and should document the problem as thoroughly as possible. Concern forms are available at the Association office or on the Association website. If appropriate, the Association will attempt to resolve the problem informally. Final recourse is available through the Board of Directors, which will schedule a panel to consider the alleged violation(s).

Procedures for Violations of the Governing Documents

1. Noncompliance with the Governing Documents, the Rules and the Architectural Standards may be noted by a resident, an Owner, or employee of the Association or by a city/county employee acting in an official capacity, by initially reporting such in writing to the Association. Such notice, to the extent feasible, shall specify the time, date, place and nature of the violation. The Virginia Property Owners' Association Act and Section 9.3 of the Declaration authorizes the Association to enforce the Rules and Architectural Standards.
2. Upon receipt of such notice and after the Association has evaluated the same, the Association shall send a written first notice to the Owner stating the time, date, place and nature of violation (to the extent known to the Association). The notice will provide a time period for compliance. If the violation is not corrected within the time period given, such violation may result in the imposition of sanctions, charges, legal action, or any other remedies that the Association may pursue under law, including but not limited to, those under Section 55-513 of the Virginia Property Owners' Association Act, as amended. A record of this action and a copy of all notices sent by the Board of Directors and any correspondence relating thereto shall be kept in the Association files, and may be sent to the Association's legal counsel.
3. Every Owner of a Lot which is the subject of an enforcement complaint and/or noted violation shall receive notice from the Association describing the violation. Before any charges are assessed against such Owner, the Owner who is the subject of the violation shall have the opportunity to be heard and represented by counsel before the Board of Directors or a tribunal selected by the Board of Directors. Notice of a hearing shall be hand delivered or mailed by certified mail, return receipt requested, to the Owner (pursuant to VA Code Section 55-513) and, if applicable to the resident, at the address(es) of record with the Association, at least fourteen (14) days prior to the hearing. If, after the hearing, the Board of Directors determines that a violation of the Governing Documents, Rules and/or Architectural Standards has occurred, the Board of Directors shall have the power to assess charges against any Owner for any violation for which the Owner or the Owner's family members, tenants, guests, or other invitees are responsible. Pursuant to VA Code Section 55-513, the amount of any charges assessed by the Board shall be up to Fifty Dollars (\$50.00) for a single offense or Ten Dollars (\$10.00) per day for any offense of a continuing nature and shall be treated as a special assessment against the Owner's Lot. The foregoing remedies are in addition to any remedy the Association may seek through the legal process.

4. If the Board of Directors finds that the same violation is recurring within a six (6) month time period but is not present on a continuous basis, the violation(s) will be treated as multiple single offenses and a charge of up to \$50.00 per occurrence will be levied for each day the violation is noted on the property during a specified period of time (e.g. six months) and shall be treated as a special assessment against the Owner's Lot. The foregoing remedies are in addition to any remedy the Association may seek through the legal process.
5. Notwithstanding anything contained within these Rules to the contrary, the Association shall have the authority to institute legal action against an Owner, on an emergency basis, without having previously satisfied any notice or other requirements contained in this Section IV

EXHIBIT A

REVIEW CHECKLIST

- Roof Stains – Roofs should be free of algae/molds/stains
- Algae/Mold on Siding, Dryvit, Brick needs to be cleaned
- Mailbox Painted Cleaned Replaced
- Post Painted Cleaned Replaced
- Trim/Fascia Board Painted Cleaned Wood Rot
- Window Trim Painted Cleaned Wood Rot
- Shutters need painting
- Garage Door needs painting/replaced/panel replaced
- Front Door/Side light(s) need painting
- Chimney Cap/Chase Cover needs painting/replaced
- Algae/Mold on Fence needs to be cleaned
- Gutters or Soffit Cleaned – Gutters and Soffit should be free of dirt, stains, and algae/mold
- Trash Can Visible/Stored incorrectly – needs to be stored out-of-sight/concealed
- Trash on Curb Early/Late/Bulk trash on curb at wrong time
- Lawn Not Mowed/Edged
- Bushes Not Pruned
- Driveway Cracks Filled/Repaired/Replaced
- Flowerbeds need to be weeded
- Advertising Signs not permitted
- Commercial Vehicle/Trailer/Camper/RV at residence
- Colored Window Coverings or Broken Window Blinds/Window Grids
- Any exterior alterations without ARB approval? (Swing Sets, Sheds, Trampolines, Landscaping, Gazebos)
- Pets outside unattended/tethered
- Vehicles without proper registration tags or inspection
- Toys/Play Equipment/Recreational equipment/Strollers, etc. being stored outside when not in use
- Storing of any items outside of the home is not permitted (except typical outdoor furniture)

***Please be reminded that this is not ALL that we look for. It is simply a guideline for you to use. Please consult your Rules, Regulations and Architectural Standards for further information.

**VILLAGES OF KILN CREEK
OWNERS ASSOCIATION**

Part II:

ARCHITECTURAL STANDARDS

SECTION I

INTRODUCTION (ARCHITECTURAL STANDARDS)

The Villages of Kiln Creek remains one of the Peninsula's most desirable locations for many reasons. The primary reason is because it is composed of Owners like you who care about the appearance of their homes, and because it is a planned community with written architectural standards ("Architectural Standards") to guide you when making an Exterior Modification to your Lot or when doing maintenance to your home. This document details those Architectural Standards and is designed to help you, the Owner, continue to enhance the aesthetics of your Lot. Periodically, these Architectural Standards are reviewed for completeness and accuracy. This document supersedes and replaces all prior Architectural Standards and guidelines, including, without limitation, the Architectural Standards dated December 18, 2014.

Architectural variety is the essence of the Villages of Kiln Creek. Our thirty-one (31) individual Neighborhoods (also commonly referred to as "Villages") contain a mix of single-family homes, condominiums, duplexes and apartments. Our development spans one-thousand two-hundred (1,200) acres of lush land containing woods, grassy areas, beautiful lakes and an 18-hole championship golf course. The exterior appearance of the majority of our homes was styled to emulate Colonial Williamsburg's aesthetics, while some areas feature homes with a more transitional appearance. Recognizing the unique character of each Neighborhood and helping to manage the continuity of that unique character is the responsibility of the Architectural Review Board (the "ARB").

Article VI of the Second Amended and Restated Declaration of Covenants and Restrictions of Villages of Kiln Creek Owners Association ("Declaration") provides that the Association shall appoint and maintain the ARB for the purpose of reviewing and, as appropriate, approving or disapproving all Plans (as defined in the Declaration) submitted by Owners. The ARB is a three (3) person board composed of volunteers who are Owners within the Association. The ARB meets every two (2) weeks, except in December when Applications are rarely received. Plan ahead and call the ARB Coordinator at the Association's Office to find out the next scheduled meeting and the cut-off date for Applications to be considered at that meeting.

Here are some general considerations to help you in your dealings with the ARB:

1. Generally, if you are replacing a previously approved item with another exactly like it (same color, size, material, etc.) you do not need to submit an Application to the ARB. However, if you are not sure whether the item was originally approved or if the replacement is not an exact duplicate, please submit an Application.
2. Please be aware that by submitting an Application, the Owner grants the ARB authorization to visit and enter upon their Lot, with prior notification, to view the site (exterior only) of the proposed alteration (exterior only). Additionally, Owners have no expectation of privacy with regard to Applications, Plans and/or other supporting material, as the ARB meetings are open to the public.

Thank you for your cooperation!
Let's continue to make Kiln Creek "A Community of Excellence."

Purpose Statement

The purpose of these Architectural Standards is to:

- (a) maintain, protect and enhance property values within the Villages of Kiln Creek;
- (b) assist Owners in understanding how architectural standards apply when designing a proposed Improvement, and in determining how to apply for approval;
- (c) provide criteria for consistent decisions by the Architectural Review Board (“ARB”) and Board of Directors.

Preliminary Matters

1. **Authority.**

Section 6.1 of the Second Amended and Restated Declaration of Covenants and Restrictions of Villages of Kiln Creek Owners Association (“Declaration”) establishes the ARB for the purpose of reviewing, and, as appropriate, approving or disapproving all Applications and Plans required to be submitted by Owners in accordance with Article VI of the Declaration.

Section 6.5 of the Declaration provides that “No Improvement [as defined in Section 6.2 of the Declaration and reprinted in Paragraph 3 below] shall be constructed, erected, installed, or maintained on any Lot or Parcel, nor shall any Improvement be altered, enlarged, demolished or removed in a manner that alters the exterior appearance (including, without limitation, paint color) of the Improvement or of the Lot or the Parcel on which it is situated, unless the Application, Plans, and construction schedule therefor have been approved by the Architectural Review Board.”

Pursuant to Section 6.6 of the Declaration, the ARB may, in its discretion, establish guidelines and standards to be used in considering whether to approve or disapprove an Application.

Accordingly, the Board of Directors adopted the following Architectural Standards (including the exhibits attached hereto) to facilitate the ARB’s review of Applications. Owners are cautioned that the Architectural Standards are guidelines only, and subject to the terms and provisions of the Declaration. The ARB may exercise, in its sole discretion, whether to approve or disapprove any Application.

2. **Governing Documents (Amended and Restated as of August 2009).** These Architectural Standards (also referred to herein as “Standards”) should be considered together with the Second Amended and Restated Declaration (“Declaration”), the Supplementary Declaration applicable to each Neighborhood (“Supplemental Declaration”), the Second Amended and Restated Articles of Incorporation of the Association (“Articles”), and the Second Amended and Restated Bylaws of the Association (“Bylaws”). The foregoing documents are collectively referred to as the “Governing Documents.” If any provision of these Standards conflicts with the terms or provisions of any of the Governing Documents, the terms and provisions of the applicable Governing Document(s) shall control. In light of certain overlap with and the interconnectedness with the Rules, these Architectural Standards are packaged with the Rules (Part I) in a Handbook for each Owner’s reference.

3. **Definitions.** Capitalized terms not defined in these Standards shall have the meaning set forth in the Governing Documents.
4. **Application Procedure.** An Application (as defined below) is required (or all Improvements except (or those Improvements that herein specifically state that an Application is not required). All Applications should be submitted to the ARB at the following address: Villages of Kiln Creek Owners Association, 970 Brick Kiln Road, Newport News, Virginia 23602, Attention: Architectural Review Board.

- a. Section 6.2 of the Declaration sets forth the Application procedure for obtaining approval. This section provides, in part:

"Section 6.2 Plans to be Submitted. Before commencing the construction, erection or installation of any building, addition, patio, deck, pool, fence, wall, animal pen or shelter, exterior lighting, sign, mailbox or mailbox support, Improvement or other structure (each of the foregoing being hereinafter referred to as an "Improvement") on any Lot or Parcel, including any site work in preparation therefore, and before commencing any alteration, enlargement, demolition or removal of an Improvement or any portion thereof in a manner which alters the exterior appearance (including but not limited to paint color) of the improvement or of the Lot or the Parcel on which it is situated, each Owner shall submit to the Architectural Review Board a completed application on the form provided by the Architectural Review Board (the "Application"), a proposed construction schedule and a set of plans and specifications of the proposed construction, erection, installation, alteration, enlargement, demolition or removal, which plans and specifications shall include (unless waived by the Architectural Review Board):

- i. A site plan showing the size, location and configuration of all Improvements, including driveways and landscaped areas, and all setback lines, buffer areas and other features required under the Zoning Ordinance or guidelines adopted by the Architectural Review Board;
- ii. As to Improvements initially constructed on a Lot or a Parcel, landscaping plans showing the trees to be removed and to be retained, and shrubs, plants and ground cover to be installed;
- iii. Architectural plans of the Improvements showing exterior elevations, construction materials, exterior colors, and driveway material;
- iv. A sediment and erosion control plan; and
- v. A tree protection plan and such other information as the Architectural Review Board in its discretion shall require (collectively, the "Plans").

The Architectural Review Board may, in its sole discretion, waive the requirement that any or all of the required Plans be submitted in a particular case where it determines such Plans are not necessary to properly evaluate the Application. **The Architectural Review Board shall not be required to review any Plans unless and until the Application has been submitted in completed form with the proposed construction schedule and the Plans contain all of the required items.** The Application, Plans and the proposed construction schedule must be submitted to the Architectural Review Board at the address of the Association in the same manner as notices are to be sent to the Association pursuant to Article XI.”

Owners contemplating the submission of Plans to the ARB in connection with the construction or alteration of Improvements are urged to take special note of the following provisions of Article VI (Architectural Control) of the Declaration.

- b. The required ARB application form (“Application”) is set forth in Exhibit 2 on pages 58-61.
 - c. Once an Owner submits an application to the Association for consideration, the Application, Plans, and/or other material may be shared with others. Accordingly, Owners have no expectation of privacy in their submitted Application.
 - d. Improvement(s) specified in the Application must be completed within twelve (12) months of ARB approval unless extenuating circumstances exist, which the ARB may decide in its sole and absolute discretion. If Improvement(s) specified in the Application are not completed within twelve (12) months of ARB approval, a new Application must be submitted to the ARB.
5. **Composition.** Pursuant to the Declaration, the ARB is composed of three (3) Owners. The ARB is appointed by the Board of Directors of the Association. The Board of Directors may appoint one (1) alternate member to the ARB who may vote only in the absence of a regular member. The members of the ARB shall serve for such terms as determined by the Board of Directors.
6. **Compliance with all Laws and Building Codes.** **Before commencing** the construction, erection or alteration of any Improvement, Owners must contact the appropriate local building code compliance agency for either York County or the City of Newport News to determine whether a building permit is required. Owners are responsible for ensuring that the Improvements are constructed, erected or altered in accordance with all applicable local, state and federal laws and regulations. Any violation of such laws and regulations shall constitute a violation of these Architectural Standards and may result in local and/or other disciplinary action being taken by the Board of Directors.
7. **Breaking Ground.** It is required that before any digging is initiated, the applicant must call Virginia Utility Protection Services at 811 or 1 (800) 552-7001 for existing locations of utilities.
8. **Erosion Control and Drainage.** Owners must take appropriate erosion control measures as required by the local building code compliance agency for York County or the City of Newport News during the construction, erection or alteration of any Improvement. Any Improvements shall not adversely impact the proper drainage of the Owner’s Lot or that of any adjoining property.
9. **Major Changes.** Major changes shall include, but are not limited to, room additions, decks, fences, storage sheds, ramps, exterior lifts, and major landscape changes.
10. **Requests for an Accommodation Relating to a Disability.** Additions and modifications relating to a disability require the submission of an Application. To assist the Association in processing requests for accommodations relating to a disability, Owners are requested to fill out and submit The ARB Supplemental Disability part of the Application, attached hereto as Exhibit 2 pg.60.
11. **Guidelines for Separate Associations.** Neighborhoods that have Separate Associations (see Exhibit 1 pg. 57) may have separate architectural standards and approval requirements/procedures as set forth in the governing documents for those Separate Associations. Owners wishing to make modifications to Lots within such Neighborhoods are responsible for seeking all required approvals, if any, from their Separate Association in addition to obtaining the ARB’s approval. In the event of a conflict between

these Architectural Standards and any applicable guidelines utilized by a Separate Association, these Architectural Standards shall control; provided, however, a separate Association's guidelines may be more restrictive than these Architectural Guidelines.

Upon the ARB's receipt of an Application for a major change to a Lot located within a Neighborhood which has a Separate Association (see Exhibit 1), the ARB may, as a courtesy to the Separate Association, direct the Association's ARB Coordinator to send a letter to such Separate Association's manager (or other point of contact for which the Association has received notice), notifying the Separate Association of the ARB's receipt of an Application for a major change from an Owner whose Lot is located within the Separate Association. Any such notification letter shall be sent solely as a courtesy and shall neither impede nor delay the ARB's review and processing of such Application. A Separate Association's failure to receive such a notice letter from the ARB shall not affect nor delay the ARB's consideration of an Application.

12. **Similar Improvements.** Granting approval for Improvements for one Lot or Parcel *does not automatically grant approval of similar Improvements for other Lots or Parcels.*
13. **Appeals:** If a homeowner disagrees with the ARB's disposition of an application, the homeowner may appeal to the ARB at one of their regularly scheduled meetings to discuss the decision. If the final decision by the ARB does not satisfy the homeowner, then the homeowner may appeal to the Board of Directors.
14. **Variances.** *Owners are advised that the ARB supports the application and enforcement of these Architectural Standards, and therefore, variances will not be routinely granted.* Requests for variances will be reviewed by the Board of Directors on a case-by-case basis. Each situation will stand on its own merit, regardless of whether similar variances have been previously approved for other Owners under similar circumstances. To be valid, any variance granted by the Board of Directors must be evidenced by a duly adopted written resolution of the Board of Directors. **Variances may or may not convey to future Owners depending on circumstances.** Records of all approved variances are filed in the associated Lot file.
15. **Grandfathered Exceptions.** Unless the Board of Directors, in adopting new Architectural Standards, specifies to the contrary, additions or alterations made by an Owner which were in "compliance" (i.e., a prior Application had been approved) under previous Architectural guidelines or standards shall not be in violation with current or future Architectural Standards, if such current or Architectural Standards conflict with or render the prior Architectural Standards invalid. The Board has the right to determine if such alteration needs to be removed at the time of sale or replacement of the alteration.
16. **After the Fact Fee.** Applications for exterior alteration which are received by the Architectural Review Board after the described work has been started or has already been completed shall be subject to an ARB administrative fee of \$50 to cover the costs of additional correspondence and inspections. The ARB, in its discretion, may waive the fee. Emergency repairs will be excluded from this fee.
17. **Cease and Desist.** Owners commencing a Major Renovation without prior approval are subject to being served with a cease and desist order, may be brought to formal hearing and may be subject to charges to be determined by the Board of Directors in addition to any additional remedies available to the Association under its Governing Documents and applicable law.

SECTION II

ARCHITECTURAL STANDARDS

ANTENNAS (Television and Communication Antennas)

The installation of television antennas and satellite dish structures is governed in accordance with the FCC Telecommunications Act of 1996, Section 207 ("FCC Act"). As stated therein, landlords or property owners' associations cannot disallow the installation of devices which are one meter or less in diameter or require approval prior to installation. However, the FCC Act does allow a property owners' association to regulate the location of such devices in order to minimize any negative visual impact to neighboring properties and to ensure the safety of installation.

Accordingly, an Application must be submitted to permit a record of such installation as an exterior Improvement and its placement on the property. The location of antennas and dishes, consistent with the ability to receive an acceptable signal, should be based on the following priority list, starting with the most preferred location:

1. Rear of the property below the wall level, attached to the house, not visible from the street;
2. Rear or side of house, below roof line, not visible from the street or screened from view by landscaping;
3. Rear or side of house, above roof line;
4. At front of property or the side facing the street on ground level and screened from view by landscaping.
5. A letter from the installation company is required if none of the above locations can be met.

Additionally, all wiring shall be concealed behind the siding and trim or buried under ground.

Neighborhoods with separate associations (i.e., "Neighborhood Associations") may have additional guidelines pertaining to the placement of these devices. Therefore, it is necessary that the Owner also review the applicable Neighborhood Association's Governing Documents. Installation of antennas or dishes on any Common Area or Neighborhood Common Area is prohibited, unless expressly permitted by the applicable Neighborhood Association, on Limited Common Area owned and maintained by the applicable Neighborhood Association.

Audio receiving and transmitting antennas as well as any dish structures in excess of one meter in diameter do not fall under the purview of the FCC Act. Therefore, any such proposed installations require an Application to be submitted and approved by the ARB before the start of installation.

ATTIC VENTILATORS, EXTERIOR

All attic ventilators require an Application.

The following Standards are intended to help balance individual economic interests with Neighborhood aesthetic concerns:

1. Ventilators shall be located on the rear of the dwelling whenever possible;
2. The ventilator should protrude no more than twelve (12) inches above the roof surface;
3. Blocking airflow through the ventilator should be accomplished from the inside of the dwelling.

AWNINGS

All awnings require an Application.

The ARB will review these Applications based on the following:

1. Compatibility with the dwelling architectural character;
2. Consistency with the visual scale of the dwelling to which the devices will be attached;
3. Effects of awnings on view, sunlight and natural ventilation of neighboring properties;
4. Drawings of the proposed awning as installed in the stored and extended position;
5. If the proposed awnings will be removed for winter storage, framing structure also must be removed.

CHIMNEY CAPS/CHASE COVERS

Damaged or rusted chimney caps/chase covers shall be replaced by non-corrosive material (i.e. galvanized or stainless steel) or painted with silver or gray rust resistant paint.

COMPOST BINS

Compost bins require an Application.

Compost bins shall be kept in containers, inside a privacy fence or other concealed or screened area, so as not to be visible from the street.

DECKS AND PATIOS

All decks and patios require an Application.

Applications should include the following:

1. A description of the materials to be used.
2. Location of the proposed deck or patio must be included on a copy of the plat. Drawings should be submitted which show elevations of the house, any railings or stairs to be constructed and dimensions and height above grade where applicable.
3. An explanation of any relocation of windows or doors, meters, and heating/air conditioning units.
4. A description of any changes in exterior lighting.

5. A description of plantings to be removed for construction of or added in conjunction with the deck or patio.
6. If a deck is to be stained, *the stain sample must accompany the Application.*
7. If railings are to be installed on the deck, a description of material and appearance shall be included.
8. Decks and patios shall not be painted.
9. Covering for patios and decks. (See pg. 55, Trellises, Pergolas, Arbors, Gazebos, Temporary Gazebos, Canopies, Privacy and Screening Walls.)

DOMESTIC ANIMAL HOMES AND DOMESTIC ANIMAL RUNS

All dog and domesticated animal homes require an Application. Dog runs are prohibited.

All dog and domesticated animal homes must be located behind the rear foundation line. They must be within a fenced yard. All domesticated animal homes should be positioned as not to create a nuisance. Domesticated animal homes should match the dwelling.

For additional information regarding all animals, see the Association Rules item entitled “Animals” pg. 9.

DOORS

All new exterior doors and replacement doors (including: front, side and garage doors) require an Application unless replacing with an identical style and color door.

All decorative door films/coverings require an Application. (See also Storm Doors on pg. 53 and Window Tinting & Film on pg. 56.)

It is the Owner’s responsibility to keep all doors in good repair. Please note: If a door is visibly dented/damaged/faded, this item will be viewed during the Association’s regular review, and may need to be painted repaired or replaced.

DRIVEWAYS, WALKWAYS AND DRIVEWAY EXPANSIONS

An application is required for all new driveways, driveway expansions and walkways, which shall include size, location and materials proposed. Stamped concrete driveways also require an Application. Any modification to / alteration of an existing driveway requires an Application.

No Application is required for repairs/replacements as long as such repairs/replacements use the same materials and color as the original construction. Driveway seal coatings that are the same color as the current driveway do not require ARB approval. Driveway cracks/repairs shall use a filler material that matches the existing color of the driveway as closely as possible.

All driveway expansions in existence as of September 1, 2001 are retroactively approved. However, in order to conserve green space, new driveway expansions will be considered by the ARB on a case by case basis.

Painting of concrete or aggregate driveways, sidewalks, walkways, stoops, front steps or front porch floors is prohibited.

FENCES

Any new fence, replacement, or modification or addition to existing fencing requires an Application. The Association has established special fence standards for certain Neighborhoods on pgs. 38-39.

Definitions:

Type 1 Fence: Only a Type 1 fence may be constructed along Kiln Creek Parkway and Brick Kiln Boulevard. Only a Type 1 fence will be considered a privacy fence.

Type 2 Fence: A Type 2 fence, because of its height and open slats, cannot be considered a privacy fence. Lake and golf course properties shall only have Type 2 fencing.

Front yard fencing is prohibited.

Only approved fences are permitted. Approved fences must be of the type specified in the diagrams and lists shown below. Only one type of fence should be used on a Lot: mixed or partial fencing will only be allowed under special circumstances.

No fence may be installed across, around or through pedestrian access or utility easements as shown on plat surveys. Owners are responsible for maintenance of easement areas unless Neighborhood specific rules apply.

Fences shall be constructed from the two (2) primary rear corners of the home and along the property lines. Symmetry of appearance when seen from the front of the home will also be a consideration of fence placement. **Framing and posts must be on the interior of the fence, resulting in a smooth area on the exterior of the fence.**

Fences shall not be painted. Fences may be coated with a clear weatherproofing agent or a semi-transparent stain. Choices of stain colors are available at the Association's office. Proper maintenance on both sides of all fences is required to assure a quality appearance. Washing or any other convenient method is recommended to prevent algae/mold and mildew build-up, followed by the application of a finish.

Fences made of synthetic material (i.e. vinyl, Trex, etc.) in place of wood will be considered if height, and style is same as current standard and the color matches the existing pallet of approved stain colors; furthermore, no white fences are permitted.

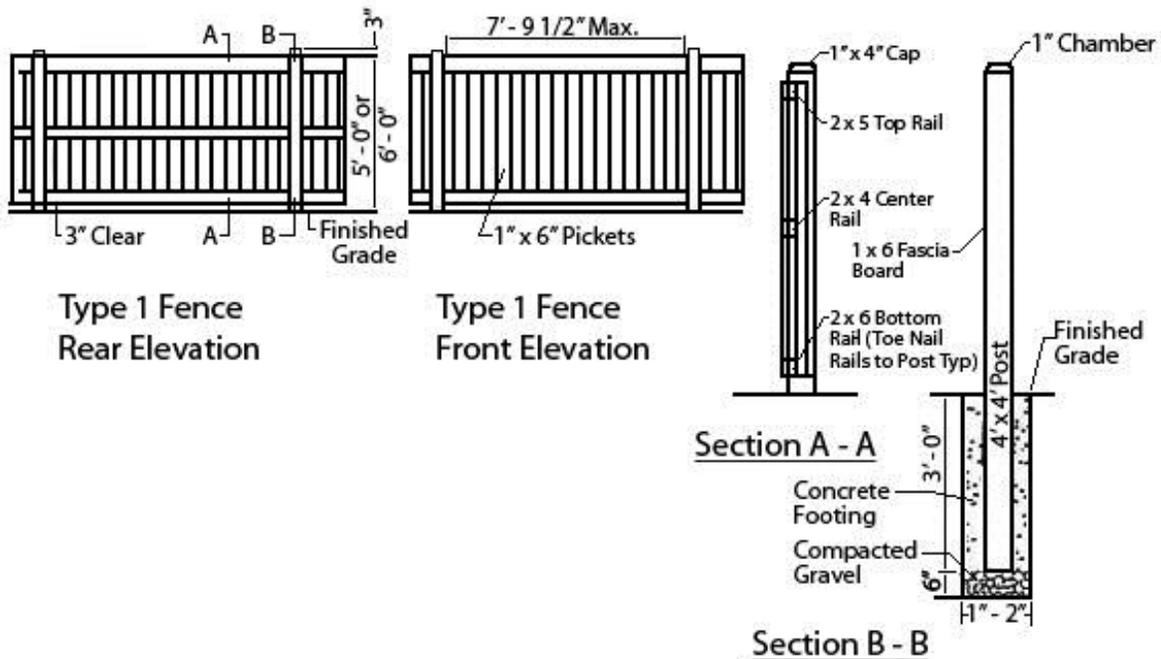
Damaged fencing shall be repaired within thirty (30) days of damage occurrence, and repairs must duplicate the original or approved fencing.

Alternate gate styles will be considered on a case by case basis.

Builder signs are not permitted on newly constructed fences. Upon change in ownership grandfathered signs should be removed.

Chicken wire used to keep out rabbits or other animals may be used on the bottom half of Type II fences only.

Type 1 Fence Criteria

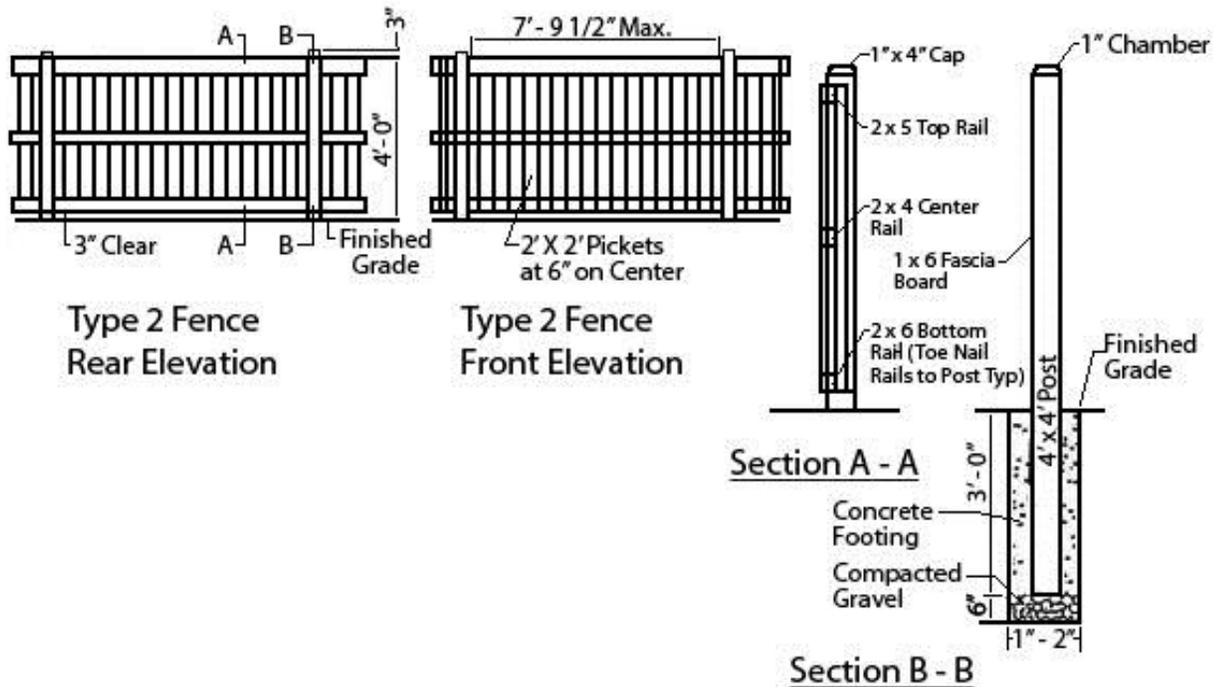


1. All wood members to be pressure-treated Southern yellow pine, grade 2 or better, or clear white cedar or wood tone colored synthetic material (white fences not permitted).
2. All wood members are to be free of warp or weave.
3. All lumber sizes shown are nominal sizes.
4. All gates shall match design of the applicable fence to which they are attached.
5. All hardware and fasteners shall be aluminum, stainless steel or hot-dip galvanized finish, sized to suit Application.
6. No fence shall be erected in front of the two primary rear corners of a dwelling, except to be placed in front of a side air-conditioning unit or a side garage door. Other exceptions will be decided on a case-by-case basis.
7. **The front elevation (smooth side) of Type 1 fences shall face outward.**
8. Only Type 1 fence shall be constructed along Kiln Creek Parkway and Brick Kiln Boulevard. Fences facing these roads shall remain natural or have a **clear weatherproofing**. Staining of fence is not permitted along these roads.
9. Type 1 fences shall not be constructed along lakes or Golf Course.
10. Type 1 fencing may be 5 feet or 6 feet in height.
11. Type 1 fence may be constructed along other applicable Lots not defined in Notes 8 and 9 above.
12. Fences which do not meet all criteria contained herein shall not be allowed.

**See more fence specifications on pg. 35.

**Individual neighborhood specifications on pages 37 & 38.

Type 2 Fence Criteria



1. All wood members to be pressure-treated Southern yellow pine, grade 2 or better, or clear white cedar or wood tone colored synthetic material (white fences not permitted).
2. All wood members to be free of warp or weave.
3. All lumber sizes shown are nominal sizes.
4. All gates shall match design of the applicable fence to which they are attached.
5. All hardware and fasteners shall be aluminum, stainless steel or hot-dip galvanized finish, sized to suit Application.
6. No fence shall be erected in front of the two rear primary corners of a dwelling, except to be placed in front of a side air-conditioning unit or a side garage door. Other exceptions will be decided on a case-by-case basis.
7. **The front elevation (smooth side) of Type 2 fences shall face outward.**
8. Type 2 fence shall not be constructed along Brick Kiln Boulevard and Kiln Creek Parkway.
9. Only Type 2 fence may be constructed along lakes and golf course.
10. Type 1 or Type 2 fence may be constructed along other applicable Lots not defined in Notes 8 and 9 above.
11. Fences which do not meet all criteria contained herein shall not be allowed.

**See more fence specifications on pg. 35.

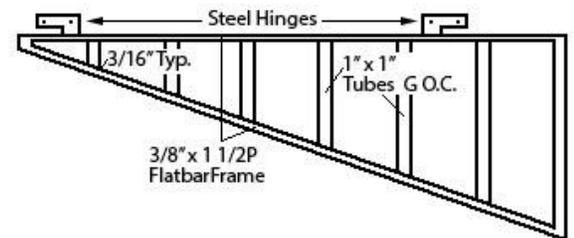
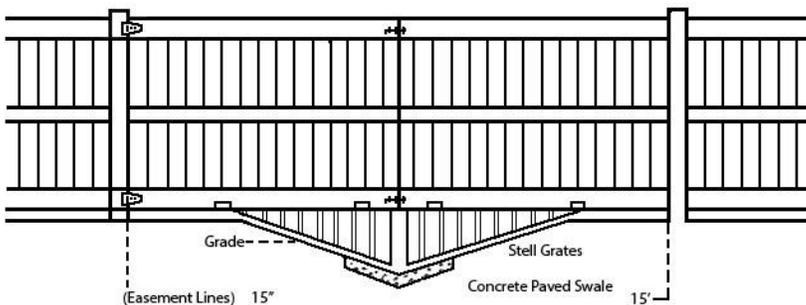
**Individual neighborhood specifications on pages 37 & 38.

Architectural Standards for Fences Listed By Neighborhood

New fences or replacement fences must meet the particular fence type requirements for individual Neighborhoods, as follows:

Avery Woods	Types 1 and 2 only
Cascades	5 foot Type 1 fence around trash units; 4 foot lattice type fence around mechanical units
Claymill Corner	6 foot stockade and 6 foot shadow box dog ear. At time of replacement, must be replaced with a 6 foot shadowbox dog ear fence.
Dunhill	Types 1 and 2 only
Eagle Sound	No fences
Edgewater	Types 1 and 2 only
Fairways	5 foot Type 1 with 18 inch lattice top around trash units (these will become standard 6 foot Type 1 when they need to be replaced)
Featherstone	6 foot shadowbox dog ear fence around trash units; 3 foot shadowbox dog ear fence around mechanical units
Gleneagles	4 foot with 18" lattice top and cap
Highlands	Types 1 and 2 only
Hollingsworth	Types 1 and 2 only
Images	Types 1 and 2 only
Ivystone	Dog ear flat
Lake Cambridge	Types 1 and 2 only, with required drainage easement fence with gate when necessary.

Lake Cambridge Required Drainage Easement Fence with Gate
Steel sections must be primed and painted steel gray.



Lakeside	6 foot dog-ear, 3 foot dog-ear, Types 1 and 2. When the dog-eared fences need to be replaced, either a Type 1 or Type 2 fence shall be installed.
Lexington	Types 1 and 2 only.
Masters	Builder-installed 6 foot dog ear, painted to match existing fences.
Oakwood	Types 1 and 2 only
Pinehurst	6 foot stockade (5 ½ inch “W” boards) with 1” x 6”, flush with top rail, 3 back rails on 4” x 4” posts
Players Choice	Types 1 and 2 only Rock
Creek	Types 1 and 2 only Royal
Colven	Types 1 and 2 only
Sanctuary Woods	Types 1 and 2 only
Shoreline	No fences Southlake Types 1 and 2 only
Tradewinds	Types 1 and 2 only Villas No fences Waterford
Pointe	Types 1 and 2 only
Westgate	Types 1 and 2 only
Willow Point	Type 1 or Type 2 fences shall be installed to replace all perimeter fencing (including all dog ear fences). Privacy fencing (new and replacements) between Lots shall be six (6) foot Type 1 fence with framing structure facing inward. Type 1 and Type 2 fences may be coated with a clear weatherproofing agent or an approved semi-transparent stain. Choices of stain colors are available at the Association office. Existing gray dog-eared fences shall be stained with Behr “Light Lead” DR542 Solid Wood Stain.
Windbrook	Typical 5 foot Type 1 with 18” lattice top around trash units (these will become standard 6 foot Type 1 when needed to be replaced)

Only original fences peculiar to individual Separate Associations may be replaced with like fences. These fence types were granted to the builder. Additional fencing must be either Type 1 or 2.

NOTE: Regardless of information listed above, all fences along Kiln Creek Parkway and Brick Kiln Boulevard may not be painted or stained. However, washing and an Application of a **clear weatherproofing** agent is required.

FIRE PITS See Grills/Firepits pg. 41

FLAGS, FLAG POLES AND DISPLAYS

The flying of an American flag no larger than 3' X 5' is encouraged and does not require an Application. In addition, one (1) decorative flag (no larger than 3' X 5') is allowed and does not require an Application.

Free standing flag poles are prohibited.

All flags must be affixed to a flag staff that is bracket-mounted to the home below the roofline. Decorative flags may not portray any design, language or scene which may be construed as offensive.

Note: American flags may be displayed at the Neighborhood entrances on federal holidays, as well as on September 11th. All flags must be displayed and flown according to established flag etiquette. Any other flags or wind propelled displays (windmills, windsocks, chimes, etc.) require an Application and approval prior to being displayed.

FOUNTAINS AND WATER FEATURES

All fountains and water features such as fish ponds, waterfalls, etc. require an Application. All fountains and water features shall:

- Contain no stagnant water;
- Be treated to prevent mosquitoes;
- Be attractive and appropriately sized;
- Not create noise that will disturb the neighbors.

The preferred location for all fountains and water features is in the backyard of a Lot.

GARAGE DOORS – See “Doors” pg. 34.

GARDENS

All vegetable/fruit/flower gardens less than 100 sq. ft. and located behind the rear of the house do not require an Application.

All other gardens require an Application.

An Application is required for all netting systems. Netting must be removed when no longer in use.

GENERATORS

Exterior Standby Power Generators

An Application must be submitted and approved by the ARB prior to the installation of a fixed exterior standby power generator.

Because of the intrusive nature of this equipment due to its large size, the resulting noise produced, and the small Lot sizes in Kiln Creek, the Owner must exercise care in properly locating a standby generator on his or her Lot so as to minimize the visual and noise impact on their neighbors.

The following general restrictions apply for Exterior Standby Generators:

- Fuel- Only piped natural gas is permitted
- Noise- Sound output, as specified by the manufacturer, shall not exceed 69 dba at the rated capacity
- Operation- System shall operate only during periods of utility power failure, except for periodic testing at reduced power.
- Enclosure- The unit shall be completely enclosed. The enclosure shall be corrosion resistant and of a neutral color.

The Application shall also include a depiction of equipment's specific location on the Lot, a brochure depicting the equipment with its capacity and noise rating specified, and any other exterior changes, including landscaping changes or additions.

Portable Generators

All emergency electrical generators are considered portable equipment and, as such, do not require an Application. However, portable generators shall not be placed or stored outside of the Dwelling Unit except when in actual operation during a power outage. Extreme care must be taken to prevent the carbon monoxide exhaust from entering the garage or house and, in the storage of fuel containers for such generators.

Users of portable generators, which are significantly noisier than enclosed fixed equipment, should be considerate of their neighbors by limiting usage hours.

GEOTHERMAL HEATING AND AIR CONDITIONERS

All new Geothermal Heating and Air Conditioners require an Application.

GRILLS/FIRE PITS

Grills/Firepits shall be a minimum of five (5) feet from the property line. Permanent grills/fire pits require an Application. For portable grills/fire pits, see Rules pg. 11 for more information.

GUTTERS AND DOWNSPOUTS

When replacing existing gutters and/or downspouts or portions thereof (including leaf guard gutters), no Application is necessary. **However, an Application is required if an Owner is installing gutters and/or downspouts for the first time or in any way altering the existing system, e.g., changing color or relocating the existing systems.**

No installation should adversely impact the proper drainage of the Owner's Lot or that of any adjoining property.

Proper maintenance requires that gutters and downspouts be kept in good repair.

HEATING AND AIR CONDITIONING UNITS

An Application is required prior to installation or relocation of an external heating and/or air conditioning unit.

Replacement of an existing unit with a unit of similar size and in the same location as the unit being replaced does not require an Application.

No heating and/or air conditioning units shall be located in the front of the home and all units shall be suitably screened from view. Window and wall A/C units or window fans shall be allowed provided they do not protrude beyond the outer wall of the house and are not located in the front of the house.

Equipment must be of a neutral/earth tone color.

LANDSCAPING

An Application is required along with a plat or plan indicating the position and materials for the following:

1. **Installation of new landscaping (including trees)**
2. **Re-sizing of existing beds**
3. **Installation of edging around landscaped beds**

Landscape borders shall be a maximum of eight (8) inches above the ground level. All edgings should be earth tone or neutral in color and will be considered on a case by case basis (please present a sample). Edging must be maintained to original appearance.

When installing landscaping materials such as stone, blocks, wood or bricks, such materials shall be uniformly stacked and neatly arranged. Over time, these landscaping materials may become disjointed or broken, at which point they shall be repaired or replaced with the same approved material. Segmented edging is not permitted; **except** as noted at the bottom of pg. 43. If installed, such segmented edging shall be recessed in the ground so that only the top “bulb” of the edging is seen.

4. **Installation of all bed coverings other than wood mulch.**

Please submit a sample of the bed covering to the ARB. *Replanting of existing beds or mulch replacement with earth tone or redwood stained mulch does not require an Application. Other colored mulch is not permitted.*

5. **Protective netting systems.**

An Application is required for all netting systems. Netting must be removed when no longer in use.

Flowerbed Edging and Borders

When installing edging or borders around your flowerbeds, you must first submit an Application for exterior alteration, as it is a modification of the exterior of the home. Please note that the following pictures are only examples. If you have something that varies, please contact the Association’s office for further information.

Do: Submit an Application for exterior alteration when installing any type of flowerbed edging/border. No edging or border shall exceed eight (8) inches tall.

Acceptable types of edging/borders:

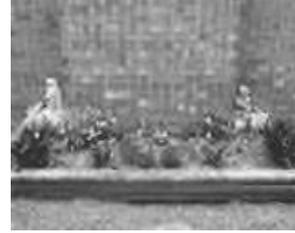
Cement/Pavers



Rocks



Wood



Stacked or Flat Stone



Metal



Brick



Don't: Please do not install any segmented types of borders.

Please DO NOT install these types of borders:



*****NOTE:** If you have had one of these borders for many years, you must put in an Application for exterior alteration if you wish for it to remain. Please make sure to specify how long it has been in place. Each Application will be evaluated on a case by case basis.

Exception: The only plastic border permitted is displayed in the picture to follow. Please note that only the very top “bulb” is permitted to show. These plastic borders are permitted because they are not decorative edging, they are borders to retain soil/mulch. If we notice that this type of border has been installed higher than the “bulb”, we will ask that you place it further down into the ground.

Only Top Bulb Visible →
Recess Bottom into Ground →



LAWN/FLOWERBED ORNAMENTS

Lawn/Flowerbed ornaments shall be defined as including, **but not be limited to:** statues, fountains, sundials, figurines, bird baths, planters, weather vanes, whirligigs, plaques, garden signs/flags and furniture. All Applications must be accompanied by a plat layout of the location of each ornament and its type and size. Ornaments made of natural materials such as wood, pottery, stone or metal are preferred. Lawn ornaments may not portray any design, language or scene which may reasonably be construed as offensive.

Plastic Ornaments require an Application and will be reviewed on a case-by-case basis. Ornaments being placed in the lawn, rather than the flowerbed require an Application.

Artificial Flowers and Plants in hanging baskets or on porches, including wreaths/decorations are acceptable without application; however, they shall not be visibly faded. Artificial flowers and/or plants are not permitted on lawns or in flower beds.

All Lawn Ornaments visible from the street require an Application except as noted below. This shall include window planters and plastic ornaments which will be evaluated on a case by case basis as they tend to fade/break more easily.

Exception: Each Lot may display up to five (5) lawn ornaments 24 inches or less in height without submitting an Application.

One (1) Egret under 48 inches tall does not require an Application. One (1)

birdbath on the property does not require an Application.

In making its determination the ARB will consider the number and size of lawn ornaments based in part upon the Lot size, ornament(s) location and other features such as shrubs, flower beds and proximity to road and driveway. The ARB reserves the right to approve or disapprove any lawn ornament Application on a case-by-case basis. Neighborhood Associations may have specific rules regarding lawn ornaments; please also consult your applicable Neighborhood Rules.

LAMP POSTS: An application for exterior alteration is required for all lamp posts. Height not to exceed 7ft including fixture.

LAWN FURNITURE

Lawn furniture shall mean furniture located in flower beds or on a front lawn. Lawn furniture requires an Application. This includes, but is not limited to park benches and gliders. All lawn furniture shall be maintained in good condition.

LIGHTING

The replacement of an approved existing exterior light fixture with an exact match to the old fixture does not require an Application. **In instances where a change in the style, size, shape, color or position of the fixture will occur, or if new light fixtures are to be installed where there were none before, an Application is required.** Total height shall not exceed seven (7) feet tall.

1. Permanent Exterior Lighting

All exterior lighting should be chosen and installed so as to match the style of the home.

All new security lighting requires an Application. Flood lights and various types of high output lights are considered security lighting. Exterior lighting of this category should be considered more carefully because of the impact on neighboring properties. New light fixtures of this type should be aimed so that they illuminate only a specific area, such as a doorway. Some high output light fixtures may have to be shielded in a manner similar to some street light installations to prevent unwanted or excessive intrusion of light from one property to another.

All new low voltage yard, deck or house lighting requires an Application and will be considered on a case-by-case basis. The style of the lighting should be complimentary to the style of the house. The Application must be accompanied by a plat showing the number and exact location of the fixtures. The top of the yard fixtures are not to exceed fifteen (15) inches above *ground* level. All low voltage lighting must be maintained in proper operating order.

2. **Temporary/Holiday Lighting.** See Rules Item entitled “Holiday/Seasonal Decorations and Lighting” pgs. 11-12.

MAILBOXES

Mailboxes for residences within Kiln Creek must be of the type specified in the lists and diagrams below.

Mailboxes shall be numbered. Mailbox numbers for the Colonial Style boxes shall be 3 to 4.5 inches in height and clearly defined.

Mailboxes and posts when being replaced may be made of wood or PVC material.

Mailboxes and posts shall be painted white or the color to match the trim on the Dwelling Unit.

Mailboxes and posts shall not have more than five (5) nails or similar bird deterrent spikes. Other deterrents require an Application.

COLONIAL Mailbox Specifications

Mailboxes must be either a Colonial “open top” model, or a Colonial “open front” model.

The “open top” model is preferred (but not required) by the US Postal Service.

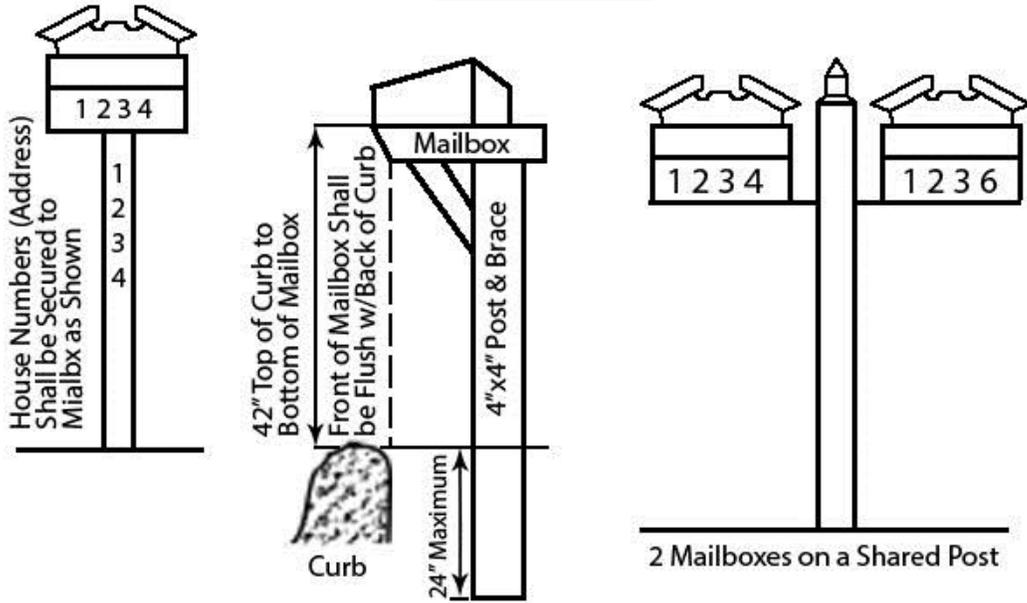
PVC models of the Colonial mailboxes are available at local hardware stores.

When replacing Colonial Mailboxes, they may be replaced with PVC or wood.

The mailbox must be mounted on a 4” x 4” treated wood/cedar post with brace or a 4” X 4” plastic (composite) post with top cap and brace.

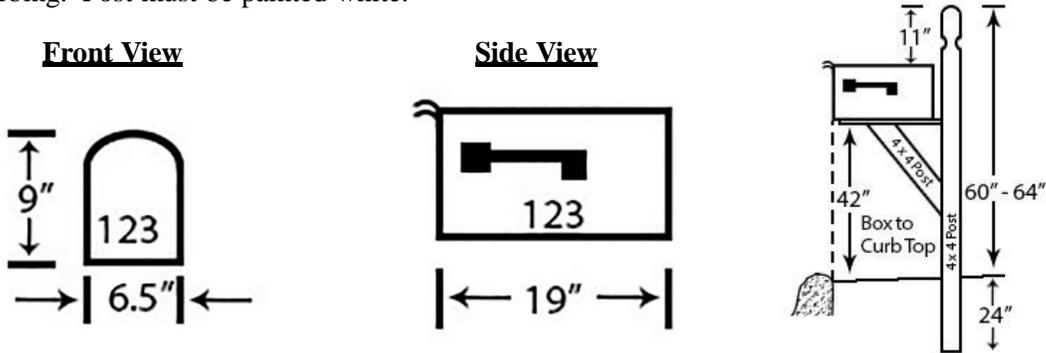
The posts must be located relative to the curb as shown. The mailbox and post must be one color to match the house, the house trim or white, except where two mailboxes share the same post, in which case, both the mailbox and post shall be white. The house numbers may be black or brass and must be displayed horizontally on the front of the mailbox, or vertically on the front of the post, in accordance with postal regulation. On a shared post, numbers shall be displayed on the front of the mailbox.

Colonial Mailbox



WILLOW POINT Mailbox Specifications (White Metal or Plastic)

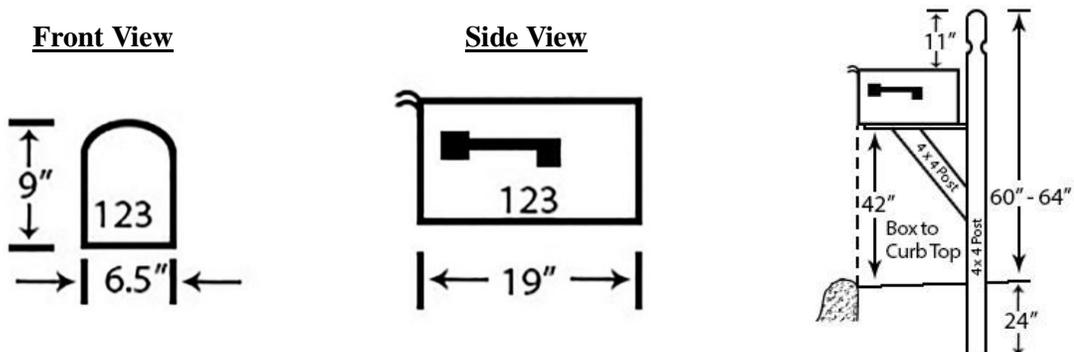
House numbers must be on the front or side of the mailbox. Front of the box is flush with back of curbing. Post must be painted white.



CLAYMILL CORNER Mailbox

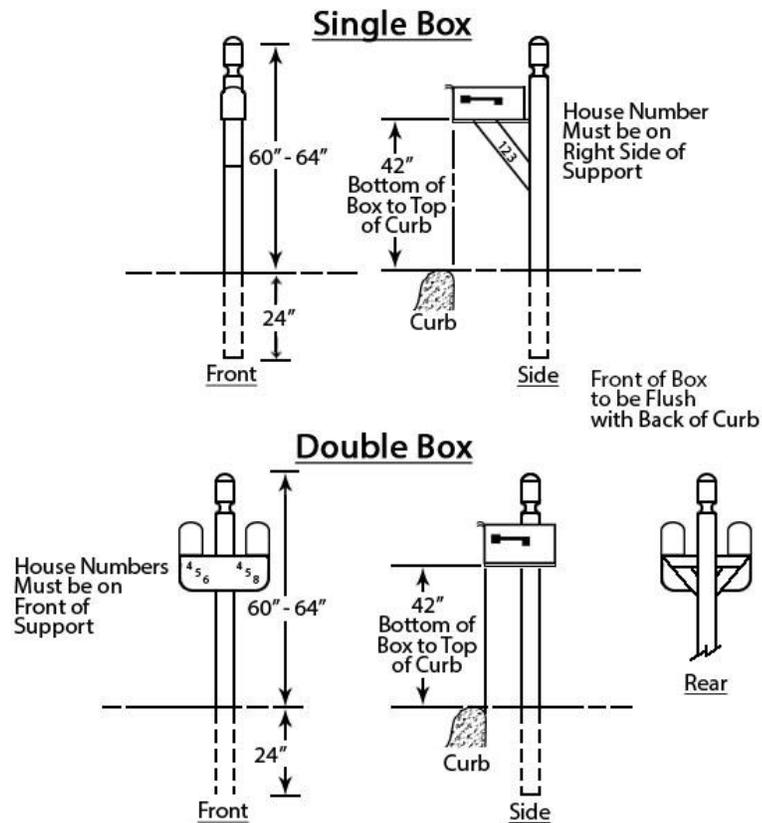
Black Plastic or Metal Mailbox. House numbers must be on the front or side of the mailbox. Front of the box is flush with back of curbing.

The mailbox post will remain natural wood, free of stain or paint; however, a clear weatherproofing agent should be applied as needed.



PLAYERS CHOICE Mailbox Specifications

White Metal or Plastic Mailbox. Post shall be painted white.



SOUTHLAKE Mailbox Specifications

Black Plastic Rubbermaid Model #s MB515B and 52668 (formerly Model# 7272)

Post must be painted white.



MAINTENANCE. As provided in Section 7.2 of the Declaration, each Owner shall keep all Lots and Parcels owned by him or her, and all Improvements therein or thereon, in good order and repair, free of debris, all in a manner and with such frequency as is acceptable to the Association and consistent with a first-quality development. Please see the Rules Item entitled “Maintenance”. Examples of such maintenance items contained in the Rules (pgs. 13-14) are:

1. Maintenance of Lot During Exterior Construction/Remodeling/Renovation
2. Construction, Remodeling and Renovation Restrictions.

MAJOR BUILDING ADDITIONS AND RENOVATIONS

All major building additions, exterior renovations and any interior renovation which alters the outside of the home (i.e., cutting new windows or doors) (“Major Renovation”) require an Application accompanied by working drawings and specifications and a copy of the physical survey and Plans.

During any additions or renovations, the property must be properly maintained. (See Rules Section entitled “Maintenance of Lot During Exterior Construction/Remodeling/Renovation” on pg. 14).

Major Renovations include, but are not limited to, greenhouses, porches or sunroom renovations and room additions.

The design of major additions and exterior renovations shall be consistent with the existing shape, style and size of the dwelling in the following ways:

1. Siding, roofing, brick, and trim materials shall be the same as, or compatible with, the existing materials of the dwelling in color and texture.
2. New windows and doors shall be compatible with those of the existing dwelling in style and color. These shall also be located on walls at the same approximate height as those of the dwelling and be trimmed in a similar manner.
3. Roof eaves and fascias should be the same depth, style and approximate height as existing eaves and fascias. New roofs should be approximately the same slope as those existing on the dwelling.

Porches or other additions changing the footprint of the house will require approval in addition to a County/City building permit.

The following conditions shall determine the acceptability of additional locations:

1. Additions should not significantly impair the view, amount of sunlight, ventilation of adjacent residences or the public’s use or enjoyment of open space.
2. New additions should not create situations in which adjacent neighbors will have difficulty adding to, modifying or maintaining existing dwellings.
3. Additions must not adversely affect drainage conditions on adjacent properties through changes in grade or other significant run-off conditions.

PAINTING AND STAINING EXTERIOR

Painting/repainting or staining an exterior part of the home does not require an Application as long as the Owner is not changing the color.

If using a color that is not on the approved color list you must submit an Application.

New or existing non-painted brick shall not be painted.

Painting of concrete or aggregate driveways, sidewalks, walkways, stoops, front steps or front porch floors is prohibited.

To ensure continued attractive Neighborhood appearance, the painted and/or stained exterior portions of all Dwelling Unit and accompanying structures shall be maintained by re-painting or re-staining on a regular basis.

Original documents from Villages Kiln Creek indicate the Developers and Builders followed a traditional, Colonial Williamsburg-style color scheme. As homes in the Villages of Kiln Creek continue to age it has become problematic to determine what the original, approved color was as applied by the builder. Additionally, some Neighborhood Associations have individual paint color restrictions which must be observed, while others do not. Recognizing that the traditional “look” of Kiln Creek is important to enhancing all Owners’ property values, the ARB has worked to develop an extensive list of paint color choices. **An approved color list is available through the Association’s office.** Paint colors shall be selected from this palette.

If applicable, refer to your Neighborhood property management company for approved colors.

PLAY EQUIPMENT: SWING SETS – SANDBOXES - JUNGLE GYMS, ETC.

Play equipment (including swing sets, sandboxes, jungle gyms, trampolines, etc.) requires an Application.

The following Standards are intended to assist in both planning the play area and filing the necessary Application:

1. All play equipment should be located behind the rear foundation line in such a way as to minimally affect any site line or neighbor's view. Whenever possible the equipment should not be visible from the street. The ARB will consider the site-line impacts on a case by case basis. ARB consideration will be given to those Lots unable to comply with this restriction.
2. Play equipment shall be no higher than fifteen (15) feet tall or within ten (10) feet of the Owner’s property line. ARB consideration will be given to those Lots unable to comply with this restriction.
3. See the Rules Item entitled “Play Equipment, Strollers, Etc.” page 17.
4. The ARB reserves the right in its sole discretion to limit the number of play equipment/structures depending on size and layout of the Lot.

RAIN BARRELS

All rain barrels require an Application.

RECREATIONAL/ATHLETIC EQUIPMENT – PORTABLE BASKETBALL GOALS

Permanent pole mounted or house mounted basketball goals are prohibited.

Full-size *portable* basketball goals do not require an Application; however, they MUST comply with the following criteria:

1. Only one portable basketball goal is permitted on a Lot.
2. If a driveway is less than twenty (20) feet long, a basketball goal is prohibited.
3. Basketball goals may not be located on any Neighborhood street, Common Area, Neighborhood Common Area, common parking pad or parking lot, nor can they be placed closer than twenty (20) feet from the end of the driveway at its termination onto the street.
4. Portable goals shall not be located within ten (10) feet of any Owner's property line.
5. The basketball goal must be properly maintained (including the net) and must be of proper construction.
6. The base of the portable goal must be filled with sand or other suitable material to provide stability to the structure. Objects may not be placed on the goal's base.
7. If the portable goal is to be folded down for maintenance or other reasons, it should be stored so as not to be visible from the street or neighboring properties.
8. Claymill Corner & Lakeside shall not have portable basketball goals. Individuals in other Neighborhoods will need to contact their management companies and/or check their Supplemental Documents to see if any additional restrictions on portable basketball goals apply.

RESIDENTIAL IDENTIFICATION SIGNS (HOUSE NUMBERS)

All permanent signs except for house numbers require an Application.

No more than three (3) sets of house numbers are permitted. One set of numbers is required to be displayed conspicuously on the house and one set is required to be on the mailbox/post; except for those Neighborhoods with cluster mailboxes (see "Mailboxes" pgs. 45-47). An additional set may be displayed as a lawn/flowerbed ornament. Numbers should be 3 to 4.5 inches in height. Painting house numbers on the curbing is prohibited.

RE-SIDING, RE-ROOFING AND RE-STYLING

Re-Siding

As the homes in the Villages of Kiln Creek age or are damaged it will become problematic that the style and color of the original siding may become unavailable when manufacturers change their product line. Attached homes are of special concern with regard to the continuity of color and style of material. Owners must submit samples of the old and proposed new material along with their Application **prior to installation** for ARB consideration.

Re-roofing

Roofs may be repaired or replaced without Application or ARB review **only** on fully detached homes and **only** if replacement shingles selected are the same as original or closely approximates the color and texture of the original. Changing from standard to architectural type shingles does not require an application. Creased or sheet-style metal roofs are not permitted except for existing metal roofs over entranceways, dormers & porches, which may be replaced with the same material. Metal roofs that conform to the appearance of traditional roofing require an application and will be considered on a case by case basis.

All other cases, such as attached homes/condos with common roofs, changes in roof color and/or texture or roofing, require prior Application and ARB approval. A sample of proposed shingle shall be included in any Application if not available at the HOA office.

Houses sharing roofs/rooflines are permitted to have a combination of Architectural and 3 tab shingles.

Re-styling

Re-styling requires an Application.

Re-styling is a change which alters the external appearance of a dwelling and requires an Application. Such changes include, but are not limited to, the following: alterations to porch railings, shutter shape or size, windows of a different style, permanent window boxes, change in door style and change to or addition of trim not originally on the house.

ROCK GARDENS

Rock gardens require an Application accompanied by a plan and materials list. Rock gardens will be considered on a case-by-case basis and are intended to provide aesthetic benefit to the appearance of the Lot. In no case can an entire lawn be planted as a rock garden.

SECURITY CAMERAS: All Security Cameras require an application.

SHEDS OR OTHER ACCESSORY STRUCTURES

1. **A shed or other accessory structure requires an Application.** The Application should include a detailed plan specifying the proposed structure's Lot placement, its dimensions, and the materials to be used. A sketch of the proposed structure accompanied by site plans, elevations, dimensions and height above grade are also necessary. Exterior walls, planes and masses should be of a scale compatible with the size of the Lot and the dwelling on the Lot.

Sheds and accessory structures are considered a major structural change and are not to be considered temporary structures; therefore, the construction must be of quality materials. (Refer to above Section entitled "Major Building Additions and Renovations"). The siding and roof materials must be of the same type and color as the dwelling. **THEREFORE, NO METAL, PLASTIC OR PLYWOOD EXTERIORS OF ANY TYPE WILL BE ALLOWED.**

Only one (1) shed per Lot will be permitted. The overall base area of such structure shall not exceed one-hundred and fifty (150) square feet with a maximum height of ten (10) feet from ground level. Such a structure shall be of a mass and scale compatible with the size of the Lot and the dwelling.

All sheds and accessory structures must be anchored firmly in place, either to a concrete slab, a suitable foundation of cement block, or secured with screw anchors to reduce the possibility of the shed or accessory structure becoming detached in a severe wind storm. The shed or accessory structure must be located behind the rear foundation line of the dwelling and be located in such a way as to minimally affect any sight-line or neighbor's view. The ARB will consider the sight-line impacts on a case-by-case basis and each case will stand on its own merit regardless of whether similar cases have been previously approved for other Owners in the area.

Homes having brick, stone, stucco or dryvit exterior walls (which are not practical for sheds) may select a siding for a shed of composite shingles (hardiboard), wood shingles or horizontal vinyl clapboard design siding. The finished color of the siding shall approximate the color of the house. Plywood or batt and board siding (T 1-11) is not permitted. The shed roof shall be the same type and color as the house. If the color of a roof is changed, the roof of the shed shall also be changed.

Sheds must be located at least five (5) feet from the property line.

If electric power will be installed in such sheds or other accessory structures, please specify the amperage of the service. Please note that all exterior wiring shall be routed underground.

2. Rubbermaid and similar molded plastic storage structures, excluding a shed which is addressed in the previous paragraph require an application, and must be made of heavy duty, quality material with a height of no more than sixty (60) inches and have a floor area no greater than twenty-five (25) square feet. Color must be neutral and remain unpainted. They must be placed behind the rear foundation line of the dwelling immediately adjacent to the dwelling such as on a deck or patio, so as not to block a sight line or neighbor's view. Consideration will be given to those Lots whose size makes them unable to comply with these ARB restrictions.

3. All other storage containers require prior notification to the office. Extenuating circumstances requiring longer durations must be approved by the Board. Deck boxes less than fifteen (15) square feet do not require an application.

SKY LIGHTS AND SOLAR TUBES: New Installations of sky lights and solar tubes require an application.

SOLAR COLLECTORS

Due to the large visual impact solar panels can have on a community; **Solar panels/collectors require an Application.**

The proposed solar panels to the maximum extent possible shall:

- have a minimal visual effect on the immediate neighbors
- not be readily visible from the street
- lie flat upon the dwelling's roof
- be located on the rear roof
- conform to local building and plumbing codes

SPRINKLER SYSTEMS / IRRIGATION

An Application is required prior to the installation of an in-ground irrigation or sprinkler system.

Backflow preventers should be located on the side or rear of the house. Backflow preventers shall be shielded from view from the street and neighboring properties-, and shall be located within the property lines. Water wells are not permitted. (See "Water Wells" pg. 56)

STORM DOORS / SCREEN DOORS

Newly installed storm doors or the replacement of an existing storm door must be full view and clear and do not require an Application. The color of the storm door frame shall match the color of the house trim, door, or be white. Any other configuration of storm door requires an Application.

Storm doors shall be full view and have clear, uninterrupted glass, top to bottom (ventilating doors shall be full view in each section).

Storm doors with etching will be allowed only around the edge of the glass no more than three and a half (3.5) inches from the door frame and require an Application.

All decorative film/coverings require an Application. Double door entries require two (2) matching storm doors.

For the single rear doors that face a back yard, deck or patio, a self-storing storm and screen combination door is permissible with the colors to match the existing trim around the door or be white. See also, "Window/Storm Door Tinting & Films" pg. 56.

Full View Storm Door



Full View Ventilating Storm Door



SWIMMING POOLS, HOT TUBS AND SPAS

Above Ground Swimming Pools

Above ground pools are prohibited.

Children's wading pools are permitted without Applications. However, depth shall not exceed one (1) foot and diameter shall not exceed six (6) feet.

1. All such pools must be drained when not in use and stored out of sight or be kept to the rear of the two primary rear corners of a dwelling.
2. However, they must be located so as to be drained without affecting neighboring properties.

Hot Tubs and Spas

All exterior hot tubs and spas require an Application and are considered a major addition. Some of the criteria for Application review include:

1. Whether installation requires excavation, and if so, the effect of excavation upon adjacent properties, lakes, and other topographical features and environmental impact.
2. Electrical source & connections shall be installed by a licensed contractor.
3. A scale drawing showing the proposed tub or spa situated on the plot.
4. The visual effect on adjacent properties.
5. Shall be drained in a manner that does not affect neighboring properties.

Hot tubs and spas must be located behind the rear foundation line. ARB consideration will be given to those Lots unable to comply with this restriction.

Inflatable hot tubs are **not** permitted.

In-ground Pools

In ground pools require an Application. Due to the complex nature of in-ground pool installation, Kiln Creek has created specific in-ground pool criteria, which **must be obtained at the Association's office**. Please review the criteria before beginning the Application process.

TRASH CONTAINER ENCLOSURES

Trash enclosures require an Application.

If applying a color stain to the enclosure, then the stain color should be chosen from the approved stain color palette or painted to match the trim.

TREE AND VEGETATION REMOVAL

The Association encourages the conservation of all trees and vegetation in our community.

The **following trees/shrubs require that an Application** be submitted and approved *before* they can be removed:

1. A tree having a trunk diameter of five (5) inches or more, when measured at a height of three (3) feet above the ground.
2. Flowering or ornamental evergreen trees or shrubs having a trunk diameter of three (3) inches or more when measured at a height of three (3) feet above ground level.
3. Vegetation on slopes greater than twenty (20) percent.
4. Areas marked on recorded subdivision plats as "no cut" areas.

Note: In order to make an informed decision regarding an Application, the ARB may require a statement from an arborist stating that the tree is diseased, damaged, or should be removed for other reasons.

Therefore, in accordance with Section 6.3 of the Declaration, the ARB may hire a certified arborist and the Owner agrees to pay all fees incurred.

All trees and shrubs approved for removal should have the stump ground out or dug up. If Owner chooses stump may be cut at ground level and covered with soil.

The ARB will generally request that a tree or shrub that is removed be replaced with new planting at the first appropriate planting season. The ARB encourages trees that reach maturity in five to seven years. Trees recommended by the ARB include, but are not limited to, the following:

Crepe myrtle	Japanese Maples	Ornamental Evergreens
Birch	Sycamore	Red Bud
Service Berry	Flowering Cherry	Crabapple
Dogwood	Fringe Tree	Star Magnolias
Saucer Magnolias	Cleveland Pears (replaces Bradford Pears)	

Extensive pruning of trees, as opposed to seasonal pruning, shall require ARB approval.

Emergency Removal

If an Owner believes that a tree is in imminent danger of falling, such Owner may remove said tree without prior authorization of the ARB; however, the Owner is required to notify the Association office in writing and/or with photographs with reasons for the tree's removal within two (2) weeks of the removal. Trees that have fallen as a result of a storm shall be removed and the stump removed as specified in this section.

Removal of a tree(s) without prior ARB approval when there was no imminent threat is a violation of these **Architectural Standards** and may subject the Owner to a formal hearing and charges and/or additional remedies available to the Association under the Governing Documents and applicable law.

TRELLISES, PERGOLAS, ARBORS, GAZEBOS, TEMPORARY GAZEBOS, CANOPIES, PRIVACY AND SCREENING WALLS

All trellises, pergolas, arbors, gazebos, canopies, privacy walls and screening walls require an Application. The ARB will consider the site line impacts of these structures on a case by case basis.

If the structure is to be stained or painted, a color sample must accompany the Application. The ARB encourages the use of a clear weatherproofing agent in lieu of a stain.

Temporary gazebos/canopies require ARB approval and shall be anchored. If temporary gazebo is placed on a deck, then it must be bolted to the deck.

Neighborhood Associations have established their own criteria with respect to trellises, pergolas, arbors, gazebos, canopies, and privacy/screening walls. Owners of Lots in such Neighborhoods are advised to consult their Neighborhood Association's governing documents prior to submitting an Application.

TRIM

Wrapping existing wood trim with a synthetic material or aluminum is permitted. Color shall match current trim color. A change in trim color requires an application.

VENTS & VENT COVERS

Dryer, bathroom and range/hood vents on the side walls of your home require a cover of a louver or basket type.

WATER WELLS

The installation of a well is prohibited due to the high iron content of the subsurface water under Kiln Creek. The “red water” permanently stains fences, walkways, driveways and sidewalks. Previously approved wells may remain in place.

WINDOWS

Window Screens

In order to maintain a uniform, look on the front of the house, if one double-hung window has a screen then all double-hung windows must have screens.

Replacement Windows

All window replacements require an Application. In order to preserve the original architectural styling of the house, replacement windows shall retain, as closely as possible, the same style as the original window configuration (i.e. if the original window style was double hung with 6 over 6 grids in each pane, then the proposed replacement windows shall also be double hung with grids).

All other proposed window replacements, including changes in size, configuration, type or color require ARB approval.

Window/Storm Door Tinting and Film

Light reducing tinting and films shall be a neutral color. The visible light transmittance shall be fifty percent (50%) or greater. All window tinting and films require an Application.

Decorative Window Films

All decorative window films require an Application.

Window Treatments: See Rules #39 on pg. 20.

WIND POWERED GENERATORS

Wind powered generators require an application.

OTHER ALTERATIONS

Proposed exterior alterations which are not addressed in these Architectural Standards require submittal of a complete Application.

Exhibit 1

List of Villages with Separate Associations (“Separate Associations”)

(Membership in these Separate Associations is in addition to membership in the Association)

Neighborhood	*Management Company as of September 23, 2013	Telephone Number of Management Company
Cascades	Community Group	757-873-1800
Eagle Sound	Harrison & Lear	757-825-9100
Fairways	Harrison & Lear	757-825-9100
Gleneagles	Harrison & Lear	757-825-9100
Images	Chesapeake Bay Management	757-534-7751
Ivystone	Chesapeake Bay Management	757-534-7751
Masters	Harrison & Lear	757-825-9100
Pinehurst	Chesapeake Bay Management	757-534-7751
Players Choice	Harrison & Lear	757-825-9100
Sanctuary	United Property	757-873-1185
Shoreline	Community Group	757-873-1800
Westgate	Advanced Assoc. Mgmt.	757-873-0111
Willow Point I Willow Point II	Harrison & Lear	757-825-9100
Windbrook	Advanced Assoc. Mgmt.	757-873-0111

*Management companies subject to change

Exhibit 2

VILLAGES OF KILN CREEK OWNERS ASSOCIATION
970 BRICK KILN BLVD., NEWPORT NEWS, VIRGINIA 23602
PHONE (757) 877-9835 FAX (757) 877-9862

APPLICATION FOR EXTERIOR ALTERATION AFTER THE FACT _____

NEIGHBORHOOD: _____ LOT NUMBER _____

NAME: _____ EMAIL: _____

ADDRESS: _____ PHONE: _____

PLEASE COMPLETE A SEPARATE APPLICATION FOR EACH IMPROVEMENT.

DESCRIPTION OF ALTERATION: _____

YES NO IS THIS AN APPLICATION FOR A MODIFICATION RELATING TO A DISABILITY? IF SO, PLEASE COMPLETE PART B OF THIS APPLICATION

THE FOLLOWING SUPPLEMENTAL MATERIALS ARE REQUIRED AND APPLICATIONS ARE NOT DEEMED COMPLETE UNTIL ALL REQUIRED SUPPLEMENTAL MATERIALS HAVE BEEN RECEIVED:

FOR ATTACHED / DETACHED ADDITIONS / DECKS / FENCES / MAJOR RENOVATIONS

- WRITTEN PLANS and SPECIFICATIONS
- PLAT OR SURVEY showing exact location and dimensions(s) of addition and any easements of records
- SITE PLAN with drawing of exact location, configuration, and size of alteration(s)
- ARCHITECTURAL PLANS/ILLUSTRATIONS OF IMPROVEMENTS
(Exterior elevations, construction materials and exterior colors)
- SEDIMENT/EROSION CONTROL PLAN and/or TREE PROTECTION PLAN (if applicable)
- PHOTOGRAPH(S) and/or DRAWING(S)

FOR COLOR/MATERIAL CHANGE

- PHOTOGRAPH(S)
- BROCHURE OR SAMPLES OF THE PROPOSED COLOR / MATERIAL
- ANY ADDITIONAL INFORMATION (Please specify)

FOR TREE REMOVAL

- PHOTOGRAPH(S)
- SITE PLAN showing location of tree to be removed
- OTHER SUPPORTING INFORMATION (such as arborist statement, photographs, etc.)

HOMEOWNERS: By signing below you are indicating that you understand you **must wait for receipt of your written approval of this application before beginning the foregoing alteration(s)**, and that approval of such alteration(s) by the Architectural Review Board does not release you from your obligations to ensure that such alteration(s) is (are) in compliance with the applicable Building and Zoning ordinances for the City/County AND YOUR NEIGHBORHOOD ARCHITECTURAL REVIEW BOARD in which the above referenced Lot is located and all other applicable laws. Further, Owners have no expectation of privacy with regard to Applications, Plans and/or other supporting material, as ARB meetings are open to all Members.

If the above information is not supplied and the ARB must obtain further information, the cost will be incurred to your account pursuant to the KC Declaration Article VI, section 6.3; "The Architectural Review Board may engage or consult with architects, engineers, planners, surveyors, attorneys and others. Any person seeking the approval of the ARB agrees to pay all fees thus incurred by the ARB and agrees to pay an administrative fee to the ARB in such amount as the ARB may from time to time reasonably establish. The payment of such fees is a condition to the approval or disapproval by the ARB of any plans, and the commencement of review of any plans may be conditioned upon the payment of the ARB's estimate of such fees."

All applications must be submitted to the VKCOA office. Applications are reviewed twice a month, so please plan to allow adequate time to receive a response. If you have any questions call the ARB Coordinator at the VKCOA office (877-9835). Applicants may attend.

I / We understand that any damage that may occur during the course of this alteration are my/our responsibility, whether the damage is done to common property or private property (including, but not limited to underground wiring, landscaping, roadways, etc.)

*OWNERS' SIGNATURE(S) _____ DATE: _____

_____ DATE: _____

Note: All record Owners must sign.

Neighborhood _____

Lot # _____

ARCHITECTURAL REVIEW BOARD

DATE OF REVIEW BY ARB [“EFFECTIVE DATE”]:

- APPROVED***
- APPROVED WITH COMMENTS/CONDITIONS**
- DISAPPROVED**
- DECISION WITHHELD**
- OTHER**

*** NOTE – APPROVAL IS GOOD FOR 12 MONTHS FROM THE EFFECTIVE DATE ABOVE.**

COMMENTS:

REVIEWED BY: _____

ARB Supplemental Disability Application



Dear _____:

To assist us in processing requests for accommodations in a timely and appropriate manner, we are providing you with the enclosed form which you can use to make a request to the Villages of Kiln Creek Owners Association (the "Association") for Reasonable Accommodation or Modification for your disability.* Below are instructions for completing the form:

- Question #1 – Fill in the name and phone number of the member of the household who has the disability and describe the disability.
- Question #2 - For a **physical change to the Association's property** put an "x" in the first section then describe the change that you need. For a physical change to your property, put an "x" in the second part of the question #2 and describe the modification that you need.
For a **change in the rules, policies, practices, procedures or services**, put an "x" in the third part of question #2 and describe the change that you need.
- Question #3 – If the reason for such request is not obvious based on the description of the disability, describe how the change that you are requesting will change or assist in some aspect of your disability.
- Question #4 - Enter the number of days by which you need a response.
- Question #5 – Put an "x" beside the applicable section indicating whether the disability is visible or not visible. If the disability of the resident is not visible, please enter a health professional who can confirm that you (or other member of your household) are disabled and that the change that you are requesting would assist you (him/her) with that disability.
- Be sure to sign the form prior to sending it.

If you have any questions, please contact the Association's Director of Operations at the number above.

Sincerely,

* Should you need assistance in completing the form, please do not hesitate to contact the Association's Director of Operations who can assist you in doing so. This form is not the exclusive means by which you can request an accommodation/modification; instead, it is meant to be of assistance in facilitating your request and the Association's review of same.

ARB Supplemental Disability Application (cont'd)



Request for Reasonable Accommodation / Modification

To: Villages of Kiln Creek Owners Association Phone: (757) 877-9835 Facsimile: (757) 877 9862

1 The following member of this household has a disability as defined below:

A physical or mental impairment that substantially limits one or more of life's major activities, a record of such impairment, or being regarded as having such an impairment)

Name: _____
Address: _____
Phone: _____

Describe Disability: _____

2. As a result of my/his/her disability the following change(s) are needed so that I/he/she can live as easily or successfully as other residents.

() A change/modification to the Association's Common Area/Neighborhood Common Area described as follows:

() A change/modification to my (his/her) property (or leased premises, as applicable) which change would normally not be permitted under the Association's current covenants, rules and/or architectural guidelines but for my/his/her disability, described as follows:

[Note: This request does not negate the requirement that the Lot Owner submit an Application for Exterior Alteration together with plans and other materials indicated on the Application, in connection with any proposed exterior alterations to the home or the Lot, in addition to this request.]

() A change in the following rule, policy, practice, procedure or service:

3. If the reason for such request is not obvious based on the stated description of the disability above, please answer the following: This accommodation/modification is so that:

4. I request a written response to this request within _____ days of the receipt of this request.

5. Check one of the following:

() My disability is visible.
() My disability is not visible and you may verify the disability and the need for this request by contacting:

Name: _____
Address: _____
Phone: _____

I give you permission to contact the above individual for the purpose of verifying that I or a member of my household has a disability and needs the reasonable accommodation requested above. I understand that the information you obtain will be kept confidential and used solely to determine if you will provide the accommodation.

Signed: _____

Date: _____

ANTENNAS (Television and Communication Antennas) updated 9/27/18

The installation of television antennas and satellite dish structures is governed in accordance with the FCC Telecommunications Act of 1996, Section 207 (“FCC Act”). As stated therein, landlords or property owners’ associations cannot disallow the installation of devices which are one meter or less in diameter or require approval prior to installation. However, the FCC Act does allow a property owners’ association to regulate the location of such devices in order to minimize any negative visual impact to neighboring properties and to ensure the safety of installation.

Accordingly, a separate Antenna/Satellite Dish Installation form (available on www.kilncreek.org or hard copy at the HOA office) **IS REQUIRED** to be submitted to the Association office **after** installation of the antennae or dish to a record such installation as an exterior Improvement and its placement on the property. The location of antennas and dishes, consistent with the ability to receive an acceptable signal, **are required to be located on the rear of the home or in the rear yard according to #1 below.** Owners that are not able to receive acceptable signal in this location are required to follow the priority list below, starting with the most preferred location:

1. Rear of the property below the wall level, attached to the house, not visible from the street;
2. Rear or side of house, below roof line, not visible from the street or screened from view by landscaping;
3. Rear or side of house, above roof line;
4. At front of property or the side facing the street on ground level and screened from view by landscaping.

***If none of the above locations can receive an acceptable signal, a signature and note from the installation company is required on the Antenna/Satellite Dish Installation form. The note shall specify that there was no acceptable signal at the above locations and must be installed as indicated on the form. A formal letter from the installation company is acceptable in lieu of signature/note and shall be affixed to the form.*

When no longer in use or changing providers, antenna/satellite dishes and their hardware are required to be removed. Furthermore, the area where it was installed shall be repaired to its original state (i.e. shingles with holes replaced, holes in wood filled, etc.).

Antenna/Satellite Dish Installation Form

(Television and Communication Antennas)

This form shall be submitted to the HOA office once installation has been completed

Neighborhood: _____ Acct # _____ Date _____
Name: _____ Email: _____
Address: _____ Phone: _____

Location/description of where antenna/dish was installed ****Attach Picture if Possible****:

ALL antennas and dishes **are required to be located on the rear of the home or in the rear yard according to #1 below.** Owners that are not able to receive acceptable signal in this location are required to follow the priority list, (#2-#4 below), starting with the most preferred location. **Please place a check mark** next to the location where your antenna/satellite dish has been installed according to the KCOA Standards:

- #1. Rear of the property below the wall level, attached to the house, not visible from the street;
- #2. Rear or side of house, below roof line, not visible from the street or screened from view by landscaping;
- #3. Rear or side of house, above roof line;
- #4. At front of property or the side facing the street on ground level and screened from view by landscaping.
- **If none of the above locations can receive an acceptable signal, a signature and note from the installation company is required below. The note shall specify that there was no acceptable signal at the above locations and must be installed as indicated in the location/description described above. A formal letter from the installation company is acceptable in lieu of signature/note and shall be affixed to this form.***

NOTES FROM INSTALLATION COMPANY CERTIFYING NO ACCEPTABLE SIGNAL IN ABOVE LOCATIONS:

INSTALLATION COMPANY REPRESENTATIVE:

Signed: _____ Date: _____
Printed Name: _____ Title: _____

OWNER SIGNATURE: I, _____, certify that the aforementioned antenna/satellite dish has been installed on my property in accordance with the KCOA Rules & Architectural Standards as indicated on this form.

Owner Signature: _____ Date: _____

**Villages of Kiln Creek Owners Assoc
Consolidated 2019 Budget Overview**

Ln#	Actual 2017	Projected 2018	Proposed 2019	Variance 2019:2018
REVENUE				
4011	12,682.70	19,658.80	19,435.00	(223.80)
4012	233,164.47	328,512.02	345,437.00	16,924.98
4013	371.57	309,994.27	592,861.00	282,866.73
4014	6,588.13	6,591.03	7,074.00	482.97
4015	53,311.38	22,691.41	-	(22,691.41)
4021	18,011.40	30,347.29	35,276.00	4,928.71
4022	32.07	70,922.64	134,221.00	63,298.36
4023	1,208.13	3,220.99	3,904.00	683.01
4024	21,379.42	5,732.06	-	(5,732.06)
4031	19,787.10	32,946.42	31,218.00	(1,728.42)
4032	-	38,876.99	69,097.00	30,220.01
4034	2,458.14	1,154.21	-	(1,154.21)
4041	11,913.50	19,201.12	18,481.00	(720.12)
4042	20,686.41	34,623.10	27,136.00	(7,487.10)
4043	108.42	90,659.35	179,266.00	88,606.65
4044	13,422.38	16,402.87	15,419.00	(983.87)
4045	24,581.52	6,285.51	-	(6,285.51)
4050	63,006.50	184,838.83	193,746.00	8,907.17
4060	72,028.86	47,036.11	59,555.00	12,518.89
4080	67,983.65	185,415.94	229,976.00	44,560.06
4090	-	650.00	-	(650.00)
4100	283,596.57	284,360.11	361,772.00	77,411.89
4200	73,829.70	65,618.27	82,000.00	16,381.73
4205	725.00	875.00	750.00	(125.00)
4210	2,595.00	2,937.51	2,500.00	(437.51)
4215	6.44	-	1,400.00	1,400.00
4220	2,380.00	2,520.00	3,500.00	980.00
4225	5,199.00	5,887.00	13,000.00	7,113.00
4230	475.00	625.00	2,250.00	1,625.00
4235	41,578.70	43,073.81	48,000.00	4,926.19
4250	1,410.93	1,476.45	-	(1,476.45)
4265	152,352.24	150,617.40	197,002.00	46,384.60
4280	250,984.15	259,410.21	304,011.00	44,600.79
4400	204,422.53	292,647.85	470,470.00	177,822.15
4405	250.00	250.00	-	(250.00)
4410	463.10	4,623.28	-	(4,623.28)
4500	2,610.00	1,460.00	1,800.00	340.00
4600	3,137,472.00	3,161,150.00	3,704,619.00	543,469.00
4620	85,807.92	85,809.60	101,845.00	16,035.40
4650	149,929.76	180,632.94	135,000.00	(45,632.94)
4655	14,402.00	20,187.28	16,000.00	(4,187.28)
4660	33,296.00	51,300.00	39,500.00	(11,800.00)
4665	39,960.00	39,960.00	39,960.00	-
4670	1,100.00	2,275.00	2,300.00	25.00
4675	11,500.00	10,650.00	13,500.00	2,850.00
4680	3,130.93	3,812.07	3,360.00	(452.07)
4685	13,309.48	13,143.26	13,000.00	(143.26)
4695	91,909.71	95,061.71	97,910.00	2,848.29
4800	(93.06)	64.59	-	(64.59)
4810	20,369.00	13,178.03	12,230.00	(948.03)
0020	5,267,697.85	6,249,367.33	7,629,781.00	1,380,413.67
COST OF GOODS SOLD				
5000	54,723.47	48,458.72	57,400.00	8,941.28
5005	108,076.04	296,107.22	311,973.00	15,865.78
5020	27,912.60	53,952.54	55,455.00	1,502.46
5025	5,782.35	24,504.80	33,104.00	8,599.20
5030	9,493.70	28,494.13	34,680.00	6,185.87
5300	4,031.71	10,259.11	10,200.00	(59.11)
5400	1,229.72	2,725.56	-	(2,725.56)
0040	211,249.59	464,502.08	502,812.00	38,309.92

Ln#		Actual 2017	Projected 2018	Proposed 2019	Variance 2019:2018
0050	GROSS MARGIN	5,056,448.26	5,784,865.25	7,126,969.00	1,342,103.75
	EMPLOYEE EXPENSES				
6010	Wages	1,635,077.80	2,018,811.43	2,245,313.00	226,501.57
6020	Overtime	45,486.59	43,728.21	17,511.00	(26,217.21)
6030	Temporary Staff	8,885.16	36,950.36	6,800.00	(30,150.36)
6035	Vacation Liability	2,153.28	14,765.00	-	(14,765.00)
6045	Deferred Compensation	56,814.87	100,722.86	146,484.00	45,761.14
6050	Commissions	17,469.85	26,384.24	20,771.00	(5,613.24)
6055	Lessons Paid to Staff	5,420.00	5,439.30	11,700.00	6,260.70
6060	Service Charges Paid to Staff	67,900.84	177,665.14	225,376.00	47,710.86
6070	FICA	138,002.26	180,896.17	211,115.00	30,218.83
6071	FUTA	3,174.37	4,629.62	4,055.00	(574.62)
6072	SUTA	6,482.55	10,678.23	12,629.00	1,950.77
6073	401K Expense	16,555.14	26,485.93	33,796.00	7,310.07
6074	Insurance Health	210,765.24	253,148.29	298,268.00	45,119.71
6075	Insurance Dental	12,274.21	14,917.60	19,154.00	4,236.40
6076	Insurance Life ADD STD LTD	11,907.29	12,077.22	22,355.00	10,277.78
6077	Insurance Work Comp	38,857.00	43,262.97	49,379.00	6,116.03
6078	Employee Meals	16,183.23	15,387.44	22,875.00	7,487.56
6085	Education	2,430.50	5,227.25	11,950.00	6,722.75
6086	Professional Dues Employee	2,766.38	2,161.00	3,552.00	1,391.00
6090	Recruiting and Interviewing	4,121.53	7,495.76	4,180.00	(3,315.76)
6091	Payroll Service	12,764.19	14,272.91	17,135.00	2,862.09
0060	TOTAL EMPLOYEE EXPENSES	2,315,492.28	3,015,106.93	3,384,398.00	369,291.07
	OTHER EXPENSES				
6108	Agronomy Fees	2,729.02	-	-	-
6110	Artwork or Posters Expense	206.08	-	350.00	350.00
6115	Audit and Accounting Fees	42,208.00	37,400.70	40,908.00	3,507.30
6120	Bad Debt Expense	63,619.36	37,353.89	27,020.00	(10,333.89)
6125	Bag Storage Expense	-	-	1,250.00	1,250.00
6130	Bank Charges	1,173.95	2,684.50	1,770.00	(914.50)
6135	Banquet Expense	3,574.73	9,099.70	6,000.00	(3,099.70)
6140	Advertising	8,831.68	51,574.15	22,664.00	(28,910.15)
6145	Bridge Bulkhd Path Repairs	372.15	588.51	1,000.00	411.49
6155	Cash Over or Short	(348.97)	(52.14)	-	52.14
6165	Chemicals	95,596.80	109,561.66	127,085.00	17,523.34
6170	China Glass and Silverware	442.19	1,600.26	600.00	(1,000.26)
6175	Cleaning & Janitorial Svcs	2,405.98	7,321.53	10,900.00	3,578.47
6180	Community Relations	25.00	-	700.00	700.00
6185	Consulting Fees	500.00	12,200.00	1,650.00	(10,550.00)
6190	Contributions and Donations	1,422.08	-	800.00	800.00
6195	Copier and Printer Expenses	7,648.65	12,567.63	12,846.00	278.37
6200	Credit and Collection Expense	429.50	1,310.75	3,260.00	1,949.25
6205	Credit Card & Vendor Fees	37,052.59	55,858.63	74,553.00	18,694.37
6210	Damaged and Unsalable Merch	188.18	-	500.00	500.00
6225	Discounts	107.50	20,460.84	14,200.00	(6,260.84)
6230	Dues for Club	306.34	4,303.79	5,045.00	741.21
6235	Electricity	174,524.62	206,754.76	221,848.47	15,093.71
6240	Entertainment	27,747.21	10,224.63	31,000.00	20,775.37
6245	Equipment	24,488.19	19,600.77	30,924.00	11,323.23
6250	Equipment Rental	4,659.51	4,632.34	1,416.00	(3,216.34)
6255	Fertilizer	13,410.01	12,433.03	15,900.00	3,466.97
6260	Flowers Decorations and Gifts	14,828.76	15,439.03	18,550.00	3,110.97
6265	Fuel Diesel	6,076.91	10,290.72	9,000.00	(1,290.72)
6270	Fuel Gasoline	26,474.95	29,631.76	30,130.00	498.24
6275	Gain or Loss Sale of Asset	68,521.00	9,525.66	-	(9,525.66)
6280	Ground Improvements	11,934.20	18,763.30	18,329.00	(434.30)
6285	Handicap Expense	4,850.00	5,250.00	2,400.00	(2,850.00)
6290	Heating Fuel	13,043.54	16,570.43	17,063.00	492.57
6295	Hospitality Staff	4,483.96	2,255.82	2,850.00	594.18
6300	Insurance Business	74,712.00	77,417.69	82,033.00	4,615.31
6310	Interest Club Purchase - 6310	131,423.18	127,686.49	128,400.00	713.51
6311	Interest Line of Credit	-	531.87	1,200.00	668.13

Ln#		Actual 2017	Projected 2018	Proposed 2019	Variance 2019:2018
6315	Interest Construc Loan 2015	22,723.63	22,188.80	23,400.00	1,211.20
6317	Interest Construc Loan 2017	17,083.89	106,486.79	120,000.00	13,513.21
6325	Interest Leased Equipment	6,296.55	5,423.35	9,425.00	4,001.65
6330	Junior Golf Expense	-	-	1,300.00	1,300.00
6335	Kitchen Utensils	140.88	645.53	-	(645.53)
6340	Lake Maintenance	47,900.22	51,400.00	52,000.00	600.00
6350	Landscape Maintenance	181,018.10	199,881.72	210,769.00	10,887.28
6355	Laundry and Dry Cleaning	1,112.91	205.76	1,950.00	1,744.24
6360	Lease Clubhouse Equip	425.97	769.77	727.00	(42.77)
6365	Lease Copier	7,783.68	8,841.42	12,616.00	3,774.58
6367	Lease Dishwasher	4,769.40	4,383.23	4,776.00	392.77
6370	Lease Golf Carts	58,909.92	58,911.60	64,230.00	5,318.40
6375	Lease Golf Course Equip	-	-	250.00	250.00
6380	Lease HOA Equipment	207.76	882.03	1,020.00	137.97
6400	Legal Fees	1,977.24	13,002.80	43,500.00	30,497.20
6405	Library and Subscriptions	4,099.14	2,051.24	2,146.00	94.76
6410	Linens	29,221.10	28,445.91	29,380.00	934.09
6415	Lubricants	2,971.99	2,116.33	2,700.00	583.67
6420	Contracted Services	289,420.00	296,083.75	308,576.00	12,492.25
6425	Member and Guest Relations	7,491.42	8,274.37	9,700.00	1,425.63
6430	Musak Cable TV Internet	11,760.38	21,076.51	22,163.00	1,086.49
6435	Newsletter Expense	14,198.08	14,261.40	14,000.00	(261.40)
6440	Office Rental Expense	3,516.15	3,292.20	2,436.00	(856.20)
6445	Painting and Decorating	3,575.89	12,794.72	19,325.00	6,530.28
6450	Penalties Fines and Late Fees	43.10	3,078.52	-	(3,078.52)
6455	Permits and Licenses	6,559.81	12,162.47	13,890.00	1,727.53
6460	Pest Control	4,442.15	4,272.59	10,118.00	5,845.41
6465	Photo Supplies and Development	-	46.55	180.00	133.45
6470	Postage and Shipping Expense	18,682.68	15,684.86	19,793.00	4,108.14
6473	Practice Balls and Bags	3,535.27	3,887.85	9,000.00	5,112.15
6474	Practice Facilities Expense	2,220.59	874.88	2,000.00	1,125.12
6475	Printing and Stationery	28,107.31	26,741.26	38,184.00	11,442.74
6480	RM Building	38,252.38	21,635.81	31,477.00	9,841.19
6485	RM Cart Paths	985.38	272.31	2,550.00	2,277.69
6490	RM Carts	2,595.95	4,575.28	5,000.00	424.72
6495	RM Computer	53,296.61	80,525.08	108,679.00	28,153.92
6500	RM Drainage	3,661.40	1,202.29	16,700.00	15,497.71
6505	RM Electrical	13,225.54	8,927.03	5,723.00	(3,204.03)
6510	RM Elevator	4,542.01	3,137.05	5,210.00	2,072.95
6515	RM Equipment	75,889.17	74,710.87	72,418.00	(2,292.87)
6520	RM HVAC	9,962.71	10,042.31	13,372.00	3,329.69
6525	RM Irrigation	13,138.90	10,202.73	16,150.00	5,947.27
6530	RM Plumbing	5,542.71	5,049.10	6,550.00	1,500.90
6535	RM Pool	10,983.77	2,933.41	6,000.00	3,066.59
6540	RM Signs	4,723.56	11,137.20	7,620.00	(3,517.20)
6545	RM Storm Damage	4,610.50	4,095.00	7,250.00	3,155.00
6550	RM Streets & Lights	8,840.73	19,874.90	16,350.00	(3,524.90)
6555	RM Vehicle	13,834.83	8,169.72	9,300.00	1,130.28
6570	Recreation Items	1,064.30	341.89	500.00	158.11
6575	Rental Club Expense	-	508.80	3,000.00	2,491.20
6580	Safety Equipment Expense	726.58	4,040.85	7,300.00	3,259.15
6585	Sand Soil and Gravel	4,136.15	25,470.30	25,900.00	429.70
6590	Scorecards Pencils and Tees	-	-	4,800.00	4,800.00
6595	Security Expense	11,092.46	10,971.85	18,070.00	7,098.15
6600	Seed and Sod	23,276.58	17,345.95	15,600.00	(1,745.95)
6605	Shop and Hand Tools	1,110.73	719.82	1,775.00	1,055.18
6610	Soil Testing	1,350.00	2,700.00	8,000.00	5,300.00
6620	Supplies Banquet	27,981.77	8,403.69	8,262.00	(141.69)
6625	Supplies Bar	124.31	3,217.45	250.00	(2,967.45)
6630	Supplies Club Repair	-	-	1,000.00	1,000.00
6635	Supplies Course	10,537.56	7,772.47	10,500.00	2,727.53
6640	Supplies Engraving	-	48.15	500.00	451.85
6645	Supplies Equipment	6,696.23	8,238.57	13,350.00	5,111.43
6650	Supplies Golf Cart	5,418.75	319.02	275.00	(44.02)
6655	Supplies Janitorial	62,766.08	66,726.54	51,850.00	(14,876.54)
6660	Supplies Locker Room	6,978.96	7,782.87	7,725.00	(57.87)
6665	Supplies Office	10,876.56	6,596.64	13,775.00	7,178.36

Ln#	Actual 2017	Projected 2018	Proposed 2019	Variance 2019:2018	
6670	Supplies Paper	14,623.43	28,198.93	37,320.00	9,121.07
6675	Supplies Pet Stations	4,405.81	4,400.84	4,800.00	399.16
6680	Supplies Teaching	-	-	1,200.00	1,200.00
6685	Swim Team Expense	5,500.00	5,500.00	5,500.00	-
6688	Taxes Income	70,815.00	-	-	-
6690	Taxes Other	403.00	-	-	-
6695	Taxes Personal Property	40,191.70	28,298.45	29,102.00	803.55
6705	Taxes Sales	33,195.68	5,121.06	6,744.00	1,622.94
6710	Telephone	34,600.08	36,684.75	47,459.00	10,774.25
6715	Tourney Expenses	3,947.18	1,854.10	5,850.00	3,995.90
6720	Travel	6,691.49	8,222.51	16,600.00	8,377.49
6725	Uniforms	14,036.49	23,780.32	27,096.00	3,315.68
6730	Waste Removal	31,823.40	32,844.22	36,571.00	3,726.78
6735	Water and Sewage	27,444.23	42,226.91	53,625.00	11,398.09
6740	Web Site Expenses	9,423.27	17,136.32	23,684.00	6,547.68
0070	TOTAL OTHER EXPENSES	2,385,187.99	2,530,974.27	2,832,030.47	301,056.20
0075	Total All Expenses	4,911,929.86	6,010,583.28	6,719,240.47	708,657.19
0010	TOTAL OPERATING PROFIT	355,767.99	238,784.05	910,540.53	671,756.48
6215	Depreciation*	497,101.26	675,809.00	675,809.00	-
6220	Depreciation Loan Costs*	3,428.64	3,429.00	3,429.00	-
6810	Capital Reserve	-	161,117.00	848,955.00	687,838.00
6811	Replace Reserve CM	-	49,156.29	39,352.00	(9,804.29)
6812	Replace Reserve LS	-	19,478.78	13,330.00	(6,148.78)
6813	Replace Reserve SL	-	9,032.41	8,904.00	(128.41)
			238,784.48	910,541.00	671,756.52
	NET INCOME AFTER RESERVE	0	0	0	0
	CONTRIBUTION**	0	0	0	0

* Depreciation costs are for tax purposes only and do not reflect true cash flow deductions. They do, however, serve to generate an expectation of future replacement needs.
** Reserve contributions are the surplus funds generated by the operating profit that are allowable to be classified as expenses in the current year for use in future years.
Both Depreciation and Reserve entries reduce taxable income to the benefit of the Association. NET INCOME is required by community association law to be ZERO.

Kiln Creek Owners Association
2019 BUDGET NARRATIVE
(Line Item Descriptions)

REVENUES

4011-4014	Food sales throughout the facility
4021-4023	Liquor sales throughout the facility
4031-4032	Wine sales throughout the facility
4041-4044	Beer sales throughout the facility
4050	Rental of banquet and meeting rooms
4060	Misc rental items, chairs, linens, A/V equipment, etc.
4080	100% of all gratuities & tips collected to be disbursed to staff
4100	Golf and social member dues
4200	Golf related merchandise (clothing/equipment) from the golf retail shop
4205	Fees for Golf Bag Storage
4210	Fees to rent golf clubs or golf shoes
4215	Fees to repair golf clubs
4220	100% of fees charged to manage golfer handicaps via the VSGA
4225	100% of Golf lesson fees charged
4230	Annual locker rental fees
4235	Practice ball rental for use on the practice facility
4265	All green fees collected
4280	All cart fees collected
4400	Room revenue generated in the hotel from overnight stays
4405	Misc revenues to hotel guests (special food & other packages)
4500	Monies collected from the sale of guest pool passes to residents
4600	Annual homeowners fees to the Association & additional annual homeowners fees to the residents of Claymill, Lakeside and Southlake
4620	Fees paid to the Association by the owner of Featherstone I & II Apartments; 322 units multiplied by \$245 is charged to the owner by virtue of a legal agreement signed between the owner of the apartments and the developer of Kiln Creek
4650	Monies collected by the Association for transfer fees; transfer fees are the administrative fees collected at closing from each new deed on a lot (purchaser); budget is based on actual turnover history and pursuant to the Association's documents; in April 2014 the fee increased from \$600 to \$700
4655	Income from the sale of advertising spots in the Courier newsletter
4660	Each time a lot is sold, a Disclosure Package is required by Virginia Law; the criteria and amount for disclosure packages is established by Virginia Code, the projected amount is based on actual turnover history
4665	Monies paid to the Kiln Creek Association from Claymill Corner, Lakeside, and Southlake for the management of their interior neighborhoods; the

overhead fee covers staff time for the preparation of separate financials, selection and supervision of contractors who perform landscaping and other work within the neighborhood, extra inspections, and informational meetings with the Neighborhood Advisory Boards as requested. It also includes an annual audit, and management of a neighborhood replacement reserve account

- 4670 Fees for aerobics classes at Pool
- 4675 Represents monies received for rental of the Recreation Center
- 4680 Interest computed on Operating Accounts and miscellaneous charges such as certified letter charges to delinquent owners, administrative fees for filing liens, monetary charges, vending machine income, etc.
- 4685 Based on actual late fee income over the last few years
- 4695 Monies paid to the Association by members of the Professional and Business Association for the benefit they receive from maintenance of our collector roads; the governing documents cap increases at 3% each year
- 4810 Misc Other Income – NSF fees, Craft Fair Vendors, Rec Passes, Formal Hearing Fees

COST OF GOODS SOLD

- 5000 Actual cost of golf merchandise for resale in the Golf Shop
- 5005-5300 Actual cost of food, beer, wine & liquor products for resale and items associated with waste or spoilage

EMPLOYEE EXPENSES

- 6010 - 6014 Wages for both salaried & hourly staff
- 6020 Wages in excess of 40 hours per week for hourly employees
- 6030 Use of temporary labor for special projects
- 6035 Vacation Liability matches the specific accrual and use of vacation time
- 6045 Deferred Compensation (retention) and performance commissions
- 6050 Commissions paid as a percentage of the sales generated by commissioned employees
- 6055 Lessons reimbursed to Golf Professionals
- 6060 Gratuities and tips paid to the service staff
- 6070 Social security and Medicare payroll taxes
- 6071 Federal unemployment taxes
- 6072 State unemployment taxes
- 6073 Employer portion of 401K/Simple IRA contributions for eligible employees
- 6074 Health insurance costs paid on behalf of eligible employees
- 6075 Dental insurance costs paid on behalf of eligible employees
- 6076 Life, disability, and AD/D insurance paid on behalf of eligible employees
- 6077 Workers compensation costs

- 6078 Cost of employee meals for eligible employees
- 6085 Continuing education for selected employees
- 6086 Costs associated with dues paid on behalf of employee
- 6090 Cost of pre-hire testing, drug tests, etc.
- 6091 Charges related to payroll processing

OTHER EXPENSES

- 6108 Agronomy Costs related to specific agronomic practices (lime, etc.)
- 6110 Production costs associated with display posters throughout the facility
- 6115 Fees for independent audits of operations
- 6120 Losses related to residents and customers' failure to pay obligations (all types); number based on expectation of new bad debt to be incurred based on historical tendencies; existing bad debt to be applied to current year financials
- 6130 Fees charged by the banks for account maintenance
- 6135 Expenses incurred as a result of hosted banquets
- 6140 Advertising and promotions
- 6145 Repairs to bridges and erosion control bulkheads throughout the golf course and community
- 6155 Loss from inaccuracies in cash daily operations
- 6160 Losses associated with storm damage, accidents, etc. delete this line
- 6165 Chemicals used by the Agronomy Department in the maintenance of turf and landscaping areas; chemicals utilized in cleaning and maintenance of other areas
- 6170 Replacement costs of china, glassware and tableware
- 6175 Cleaning related services (carpets, draperies, etc.)
- 6180 HOA related costs to reach out and foster community involvement. This also consists of costs for the Kiln Creek Swim Team Inc. in conjunction with their annual license agreement with KCOA.
- 6185 Fees for the Reserve Study required every five years by law
- 6190 Charitable contributions or donations made to outside entities
- 6195 All costs related to copiers (toner, paper, cartridges)
- 6200 Attorney fees to the collection of past due accounts
- 6205 Fees paid to the credit card service provider for processing credit card transactions
- 6210 Items that may become damaged while on display in the golf shop
- 6215 – 6220 Depreciation associated with the life of all fixed assets
- 6225 Discounts offered to homeowners in NEST as a result of promotional events
- 6230 Organizational dues such as Chamber of Commerce fees
- 6235 Utility costs related to electricity
- 6240 Costs incurred by the Club not being passed to the customer (e.g. DJ during event)

6245	Costs under \$1000 not considered a capital expense (not a fixed asset on the balance sheet); examples include small communication radios, pressure washer, etc.
6250	Rental of specialized equipment (e.g. bucket-lift for lights repairs)
6255	Fertilizer costs for all turf and landscape areas as determined by the fertility plan
6260	Flowers and decorations for the facilities
6265	Diesel fuel for maintenance vehicles
6270	Gasoline for maintenance and company vehicles
6280	Specific projects related to beautification of grounds
6285	Incurred expense from governing body to manage golfing handicaps
6290	Utility cost related to heating buildings
6295	Annual staff party costs, etc.
6300	Business package insurance
6310	Interest costs for the purchase of KCGCR allowable as an annual expense under current IRS guidelines
6311	Interest costs for funds utilized from the line of credit
6315	Interest costs for the construction loan obtained for 2015 bunker and related renovations
6317	Interest costs for the construction loan obtained in 2017 for the renovation of the restaurant, landscape improvements, security cameras, etc.
6325	Interest costs on leased equipment
6330	Expenses associated with building the junior golf program for area children
6340	Aquatic management of all community and golf course lakes (e.g. algae control)
6350	Costs related to maintain landscape beds, etc. (e.g. mulch)
6355	Costs associated with cleaning linens and other items used for banquets and in the hotel
6360	Annual lease for Clubhouse equipment
6365	Annual lease for Copiers
6367	Annual lease for Dishwasher
6370	Annual lease for the fleet of golf carts
6375	Fees associated with Annual lease of Agronomy Equipment
6380	Annual lease for postage meter/machine at HOA office
6400	Fees paid for legal work and advice related to all management and operating concerns
6405	Publications and newspapers
6410	Purchase/rental cost of linens utilized in the management of banquet events and hotel operations (in some cases billed back to customers)
6415	All lubricants utilized by the equipment maintenance operation
6420	Cost of contracted services related to the management, CPA oversight, independent audit, annual tax filing, and other necessary services
6425	Annual member appreciation party; complimentary meals and gifts; anything for the purpose of promoting membership sales and satisfaction

- 6430 Utility cost for cable, internet and Wi-Fi services for all office, clubhouse, and hotel operations
- 6435 Cost of Courier newsletter production for homeowners
- 6440 Rental fees for off-site storage units (accounting records, decorations, etc.)
- 6445 Annual upkeep costs related to painting (interior and exterior) and facility presentation needs
- 6455 Business license, elevator permit, pesticide applicator licenses, ABC permits, etc.
- 6460 Termite and similar pest control expenses
- 6465 Printing costs for photos; cost of outside photographers
- 6470 Cost of postage services and postage machines for use in business operations
- 6473 Cost to maintain the inventory of practice balls and bags
- 6474 Cost to maintain the practice facility (coolers, cups, stands, mats, etc.)
- 6475 Business cards, letterhead, envelopes, statement paper, purchase orders, etc.
- 6480 Repairs and maintenance to the main buildings (offices, maintenance facilities, recreation center, clubhouse, etc.)
- 6485 Repairs and maintenance to community and course paths
- 6490 Repairs and maintenance to golf carts (some repairs are under warranty)
- 6495 Repairs and maintenance specifically related to computer systems; includes maintenance contracts
- 6500 Repairs and maintenance related to drainage throughout the community
- 6505 Repairs and maintenance specifically involving electrical components
- 6510 Repairs and maintenance to elevators in the recreation center and clubhouse; annual service contracts here also
- 6515 Repairs and maintenance to operating equipment (e.g. ovens, blowers, mowers, radios, etc.)
- 6520 Repairs and maintenance to the HVAC (heating/cooling) systems
- 6525 Repairs and maintenance to the irrigation systems throughout the community and on the golf course
- 6530 Repairs and maintenance specifically related to plumbing concerns
- 6535 Repairs and maintenance to the pool and pool equipment
- 6540 Repairs and maintenance to community and facility signage
- 6545 Repairs and maintenance related to damage and clean-up from storm damage
- 6550 Repairs and maintenance to streets & lights
- 6555 Repairs and maintenance related to vehicles (trucks and automobiles)
- 6570 Misc recreation items (balls, games, etc)
- 6575 Expenses associated with the purchase and maintenance of the rental golf clubs
- 6580 Safety equipment expense related to hearing protection, protective gear, etc.

- 6585 All soils and aggregates utilized for drainage, landscaping, and golf course operations
- 6590 Costs for Scorecards, Pencils & Tees for golf carts
- 6595 Costs related to alarm systems, security cameras, etc. (cost of security personnel is covered in Employee Costs)
- 6600 Seed and sod for use throughout the community and on the golf course; includes seed for seasonal overseeding and sod for annual repairs to turf
- 6605 Small tools utilized chiefly by the equipment management staff
- 6610 Cost of soil tests to determine fertilizer, chemical, and other agronomic needs
- 6618 Funds allocated for the specific use of the Strategic Planning Committee in order to facilitate the study and analysis of potential community improvement projects
- 6620 Banquet related supplies such as platters, chafing dishes, etc.
- 6625 Supplies for use in bar operations (jiggers, blenders, etc.)
- 6630 Supplies utilized in the repair of golf clubs
- 6635 Flagsticks, tee markers, and related golf course supplies
- 6640 Supplies utilized for engraving throughout the facility
- 6645 Anything needed to operate equipment (e.g. a new hose for a pressure washer)
- 6650 Towels, pencils, signage for golf carts
- 6655 Tools and supplies utilized when cleaning the facility and hotel (carts, mops, etc.)
- 6660 Supplies for locker rooms and disposables for hotel rooms
- 6665 Pens, pencils, staples, etc.
- 6670 Paper towels, toilet paper, disposable cups, disposable eating utensils, etc.
- 6675 Disposable bags for use at all pet stations throughout the community
- 6680 Items utilized during golf, swim or fitness lessons
- 6685 Donation to Kiln Creek Swim Team
- 6695 Taxes on the value of property held by Association (desks, computers, furniture, etc.)
- 6705 Sales taxes on leases
- 6710 Utility costs for telephone services in all offices, the hotel, etc.
- 6715 Expenses associated with in house tournament events
- 6720 Mileage reimbursements and other travel related costs
- 6725 Cost of uniforms supplied to maintenance and service staffs
- 6730 Cost of garbage, recycled products, and plant material removal
- 6735 Utility costs related to water and sewer
- 6740 Hosting and support costs related to the website
- 6810-6813 Surplus funds generated via operations for use in Capital Projects, Repairs, Contingency, debt service obligations, etc. as determined by the KCOA BOD and as indicated in the Reserve Study

TOTAL INCOME (LOSS)

This entry indicates the net (bottom line) profit/loss of the Association on an annual basis. This number is required to be budgeted at zero. All surplus funds are carried in Reserves (6810-6813) and can be recognized, for tax purposes, as expenses.

VILLAGES OF KILN CREEK OWNERS ASSOCIATION
STATEMENT OF REVENUES, EXPENSES, AND MEMBERS' EQUITY

YEAR ENDED DECEMBER 31, 2017

Revenues:	
Member assessments (including \$275,781 for future repairs and maintenance)	\$ 2,887,088
Golf club income	811,245
Neighborhood assessments (including \$80,130 for future repairs and maintenance)	336,192
Administrative fees	304,479
Rental income	354,753
Food and beverage sales	439,704
Other income	131,103
Interest income	3,132
Total Revenues	<u>5,267,696</u>
Expenses:	
Cost of goods (golf merchandise and food and beverage)	211,438
Salaries and wages	1,839,211
Employee benefits	251,502
Employee costs	95,645
Payroll taxes	147,661
Golf shop and golf operations	51,702
Food and beverage other	70,063
Membership/homeowner marketing	35,264
Grounds maintenance	404,701
Administrative	182,285
Advertising	8,832
Bad debts	63,620
Professional fees	334,105
Insurance	74,713
General repairs and replacements	295,834
Leases	75,613
Postage and printing	46,775
Other taxes and licenses	80,350
Utilities	293,201
Fuel	32,552
Interest	180,957
Loss on sale of assets, net	68,521
Total Expenses	<u>4,844,545</u>
Income before depreciation and income taxes	423,151
Depreciation	(497,102)
Income tax expense	(70,815)
Excess (deficit) revenue over expenses	(144,766)
Members' equity, beginning of year	<u>1,803,812</u>
Members' equity, end of year	<u>\$ 1,659,046</u>

The accompanying notes to the financial statements are an integral part of this statement.

**VILLAGES OF KILN CREEK OWNERS ASSOCIATION
BALANCE SHEET**

DECEMBER 31, 2017

ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 1,610,271
Accounts receivable, net of allowance of \$19,952	78,055
Inventory	50,359
Prepaid expenses	33,536
Total Current Assets	<u>1,772,221</u>
Noncurrent Assets:	
Deferred tax asset, net	97,717
Property and equipment, net	6,436,164
Total Noncurrent Assets	<u>6,533,881</u>
Total Assets	<u>\$ 8,306,102</u>
LIABILITIES AND MEMBERS' EQUITY	
Current Liabilities:	
Accounts payable and accrued expenses	\$ 403,423
Prepaid assessments and fees	268,213
Deferred revenue	750,641
Notes payable, current portion	354,703
Capital leases, current portion	65,706
Total Current Liabilities	<u>1,842,686</u>
Long-Term Liabilities:	
Notes payable, net	4,755,369
Capital leases, less current portion	49,001
Total Long-Term Liabilities	<u>4,804,370</u>
Total Liabilities	6,647,056
Members' Equity	<u>1,659,046</u>
Total Liabilities and Members' Equity	<u>\$ 8,306,102</u>

The accompanying notes to the financial statements are an integral part of this statement.

There is no pending litigation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Towne Insurance Agency LLC) and CONTACT NAME (Kate M. Francis). Includes insurer details for Cincinnati Insurance and Cincinnati Indemnity Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Crime/Directors & Officers.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of General Liability Coverage for the common area.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (Villages of Kiln Creek Owners Association) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions).

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS FOR THE
APARTMENT/CONDO 10 NEIGHBORHOOD

THIS SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE APARTMENT/CONDO 10 NEIGHBORHOOD (the "Supplementary Declaration") is made this 1st day of November, 1991, by VILLAGES OF KILN CREEK LIMITED PARTNERSHIP, a Virginia limited partnership ("Developer").

WHEREAS, Developer is the owner of the real property described in the attached Exhibit "A" (the "Property");

WHEREAS, Developer intends that the property described in the attached Exhibit "A" become subject to that certain Villages of Kiln Creek Declaration of Covenants and Restrictions dated May 25, 1988, and recorded in the Clerk's Office of the Circuit Court of the City of Newport News, Virginia, in Deed Book 1176, at Page 99, and in the Clerk's Office of the Circuit Court of York County, Virginia, in Deed Book 545, at Page 245, as subsequently supplemented as additional subdivisions were brought within the Villages of Kiln Creek Owners Association (the "Association"), as amended and restated by that certain Amended and Restated Declaration of Covenants and Restrictions of Villages of Kiln Creek dated April 1, 1991, and recorded in the Clerk's Office of the Circuit Court of the City of Newport News, Virginia, on May 2, 1991 in Deed Book 1248, at page 719, and in the Clerk's Office of the Circuit Court of York County, Virginia, on May 1, 1991 in Deed Book 612, at page 286, as heretofore, now or hereafter amended, restated, modified or supplemented (collectively, the "Declaration") pursuant to Article II of the Declaration, and subject to the provisions hereinafter set forth.

NOW, THEREFORE, Developer hereby declares that all of the properties described in Article I, together with such Additional Property as may heretofore, now or hereafter be made as provided in Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration (the terms, covenants, conditions and provisions of which are incorporated herein).

ARTICLE I

NEIGHBORHOOD DESIGNATION

All those certain lots, pieces or parcel of land in Newport News, Virginia, as described in the attached Exhibit "A", are hereby designated as a Neighborhood of the Association, and shall

be known as the Apartment/Condo 10 Neighborhood (the "Neighborhood").

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is all lots, pieces or parcels of real property shown on the subdivision plat entitled "APARTMENT/CONDO 10 SUBDIVISION", more fully described in the attached Exhibit "A".

Section 2. Additions to Existing Property. All or any part of the land described in the Development Plan, as now or hereafter set forth in the Declaration, or land which is within a two (2) mile radius of the Property, may be added to this Neighborhood by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land that designates the land as part of the Neighborhood and by filing with the Association the plat and plans for such addition.

ARTICLE III

NEIGHBORHOOD ASSESSMENTS

Section 1. Purpose. Neighborhood Assessments shall be used exclusively for the purpose of providing services that are necessary or desirable for the health, safety, and welfare of the Members within the Neighborhood. Such services may include, but are not limited to: (i) maintenance and operation of any Neighborhood Common Area as described and designated in the Governing Documents; (ii) providing services to the Living Units or Lots which are not otherwise covered by General Assessments, such as trash removal, lawn mowing and landscaping; and (iii) setting aside reserves for future repair and replacement of capital improvements to be constructed or maintained through the Neighborhood Assessment. As of the date hereof, there are no Neighborhood Common Areas or Neighborhood Assessments. The following portions of the Property shall not be designated as Common Area or Neighborhood Common Area (as such terms are defined in the Declaration) and shall not be maintained by the Association; provided, however, that the Association is hereby granted as perpetual non-exclusive easement of egress and ingress over such portions of the Property for the purpose of carrying out its obligations under the Declaration:

Any and all land whether now or hereafter designated as a public or private street or right of way for ingress

and egress, together with all improvements thereon or thereunder, and appurtenances thereto, including, without drains, curbs, gutters, sub-base and pavement.

Section 2. Basis of Assessment. The basis for the Neighborhood Assessment shall be the same as for the General Assessment, as set forth in the Declaration.

Section 3. Maximum Neighborhood Assessment. Until the first day of the fiscal year following the commencement of Neighborhood Assessments in the Neighborhood, the maximum annual Neighborhood Assessment shall be One Hundred Dollars (\$100.00).

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Neighborhood Assessments in the Neighborhood, the Board of Directors of the Association (the "Board of Directors") may increase the maximum to an amount determined by the Board of Directors to be sufficient to carry out the purposes of the Association. Such increase shall become effective the first day of the next fiscal year. The maximum assessment may be increased above the amount set by the Board of Directors provided that such new maximum shall have the affirmative vote of two-thirds (2/3) of the votes of a Quorum of Owners who own Lots in the Neighborhood.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Neighborhood, and collected and disbursed by the Association. As provided in the Declaration, by a vote of two-thirds (2/3) of the Board of Directors, the Board shall fix the annual Neighborhood Assessment and the date(s) such assessments become due, with the advice or recommendation of the Owners of Assessable Units in the Neighborhood.

ARTICLE IV

GENERAL ASSESSMENT ALLOCATION

The allocation of the General Assessments collected from all Assessable Units in the Neighborhood to the expenses of the Association, including appropriate maintenance and upkeep of the Villages of the Kiln Creek, shall be determined by a vote of the Board of Directors of the Association, in their sole discretion. The Board of Directors of the Association are specifically given the right to allocate assessments to Association expenses in accordance with the requirements of any ordinances of York County and/or the City of Newport News.

ARTICLE V

NEIGHBORHOOD BOARD

Pursuant to the Amended and Restated Bylaws of the Association, and consistent with the Declaration, after more than one-half of the Lots in the Neighborhood have been conveyed to Owners, a Neighborhood Board shall be established for the Neighborhood. The Neighborhood Board shall be known as the Apartment/Condo 10 Neighborhood Board. In accordance with the Amended and Restated Bylaws, the initial Neighborhood Board shall consist of five (5) members. It shall be the duty of the Neighborhood Board to advise the Board of Directors of the Association on matters relating to the Neighborhood, as provided in the Amended and Restated Bylaws. Such matters shall include, but are not limited to:

- (i) advising the Board of Directors each year on the proposed budget for maintaining and operating the Common Areas within the Neighborhood and providing services for the Neighborhood;
- (ii) reviewing and making recommendations on applications referred to it by the Architectural Review Board;
- (iii) advising the Board of Directors as to the consensus of Neighborhood Members on Association matters; and
- (iv) performing such duties as may be assigned by the Board of Directors.

ARTICLE VI

PROTECTIVE COVENANTS

Section 1. The property constituting the Neighborhood shall be subject to all of the covenants, restrictions, easements, changes and liens set forth in the Declaration, the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws for the Association, and any rules and regulations and/or for Architectural Review Guidelines whether heretofore, now or hereafter promulgated thereunder.

Section 2. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within twelve (12) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the

control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 3. Residential Use. All Lots and Living Units designated for residential use shall be used, improved and devoted exclusively to residential use, except home occupations which are not objectionable because of increased traffic, parking and/or noise may be pursued: (i) if permitted by the City of Newport News; and (ii) if in accordance with any rules, regulations and bylaws adopted from time to time by the Association, and the Declarant. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 4. Size of Structures. No structure shall be erected on any Lot other than two (2) story quad-plex residential dwellings. All two (2) story dwellings shall contain a minimum of one thousand two hundred (1,200) square feet. The computation of the square footage in the preceding sentence shall include only heated living area.

Section 5. Vehicles. (a) No portion of the Property subject hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Directors and provided for herein.

(b) All motor vehicles including but not limited to, trail bikes, motorcycles, dune buggies, mopeds and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or in the Common Area, except such vehicles as are authorized by the Association as needed to maintain, repair, or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on Common Areas.

(c) Parking of all commercial and recreational vehicles, trailers, boats, and related equipment, other than on a temporary and non-recurring basis, shall be in garages or screened enclosures approved by the Architectural Review Board or in area designated by the Association for such parking. Parking within the Neighborhood of commercial and recreational vehicles, trailers, boats, and related equipment, on a recurring or permanent basis which is visible from any street or neighboring property is prohibited within the Neighborhood without prior written approval of the Architectural Review Board.

Section 6. Pets. Subject to rules as may from time to time be set by the Association, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 7. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 8. Antennae. Subject to rules as may from time to time be adopted by the Association, exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 9. Trash Receptacles and Firewood. Storage, collection, and disposal of trash, and the storage of firewood shall be in compliance with rules established by the Architectural Review Board.

Section 10. Trash Burning. Trash, leaves and other similar material shall be burned in accordance with all applicable state, federal and local laws and ordinances, but shall not be burned without the written consent of the Association.

Section 11. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs in accordance with City of Newport News requirements and otherwise meeting established Architectural Review Board standards. The Architectural Review Board shall have the right to review and approve all signage within the Neighborhood.

Section 12. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design and standards of the Association shall be permitted.

Section 13. Fences and Walls. No fence, wall, tree, hedge, or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic or which interfere with utility access or maintenance. All fences or enclosures must be approved by the Architectural Review Board as to location, material and design and otherwise in conformance with fence and wall interior established by the Architectural Review Board. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 14. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood or the community.

Section 15. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot shall be subject to such other rules as adopted by the Association from time to time.

Section 16. Vegetation. No live trees with a diameter in excess of four inches, measured twelve inches above ground, nor trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), no live vegetation on slopes of greater than twenty percent gradient or marked "no cut" areas on approved site plans may be cut without prior approval of the Architectural Review Board.

Section 17. Rules. From time to time the Board of Directors shall adopt rules, including, but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by: (i) the Developer as provided in the Declaration; or (ii) a two-thirds (2/3) vote of the Board of Directors, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Association records and shall be binding upon all Members, except where expressly provided otherwise in such rule.

Section 18. Exceptions. The Board of Directors may issue temporary permits to exempt any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

ARTICLE VII

MAINTENANCE

Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, free of debris, all in a manner and with such frequency as is consistent with good property management. Should any Owner fail to perform the maintenance required by this Section, the Association shall have the right to take the action provided for in the Declaration, concerning the right of the Association to maintain premises that an Owner has failed to maintain.

ARTICLE VIII

RESERVATION OF POWER OF ATTORNEY TO GRANT EASEMENTS

There shall be and is hereby reserved to the Developer and its successors and assigns, a Power of Attorney with respect to the Lots subject to this Supplementary Declaration, to grant easements required by any Government Agency or Authority in connection with the release of Public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all public improvement bonds and (ii) the earlier acceptance of all streets that have been designated to be dedicated to the municipality for public maintenance concerning the Lots subject to this Supplementary Declaration.

ARTICLE IX

AIRCRAFT NOISE/ACCIDENT DISCLOSURE

Each Owner, by acceptance of a deed to his Lot, acknowledges that (i) the Property is located within a noise and/or accident zone adjacent to Newport News/Williamsburg International Airport; (ii) that he has been given an opportunity to fully investigate and satisfy himself or themselves of the impact of the noise likely to occur on and around the Property; (iii) that he has evaluated the effect on the use and enjoyment of his Lot after having voluntarily elected to purchase his Lot and having been fully informed concerning such noise and/or possible accidents; and (iv) that he has been given an opportunity to review the Maps and Records of the City of Newport News and the County of York, Virginia and of the Peninsula Airport Commission. In addition, in the sale of his Lot to a purchaser, each Owner agrees to obtain a written statement from such purchaser certifying the foregoing information.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Supplementary Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an

instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots in the Neighborhood. A termination must be recorded to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots in the Neighborhood. Any amendment must be recorded to become effective.

Section 3. Enforcement. The Association, any Member within the Neighborhood, or the First Mortgagees, as their interests may appear, 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 Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. The terms used herein, which are not specifically otherwise defined herein, shall have the same meaning and definition as set forth in the Declaration.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the City of Newport News, Virginia, which shall have full force and effect on all property subject to the Supplementary Declaration.

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration of Covenants and Restrictions for the Apartment/Condo 10 Neighborhood to be executed as of the day and year first above referenced.

VILLAGES OF KILN CREEK LIMITED PARTNERSHIP, a Virginia limited partnership

By: VKC, Inc., general partner

By: Marilyn S. De Luca
Name: Marilyn S. De Luca
Title: Vice President

STATE OF VIRGINIA AT LARGE CITY OF NEWPORT NEWS, to-wit:

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, whose commission expires on the 30th day of September 1993, do hereby certify that Marilyn S. De Luca, whose name as Vice President of VKC, Inc., a Virginia corporation, general partner of Villages of Kiln Creek Limited Partnership is signed to the foregoing Supplementary Declaration of Covenants and Restrictions for the Apartment/Condo 10 Neighborhood, personally appeared before me in the City of Newport News, the same.

GIVEN under my hand and seal this 6th day of November, 1991.

[Signature]
Notary Public

My commission expires: September 30, 1993 VIRGINIA City of Newport News, to-wit: In the County Office of the Circuit Court for the City of Newport News, the 8th day of November 1991. This deed was presented with the certificate annexed, and admitted to record 3:34 o'clock P. M.

Teste: REK A. DAVIS, Clerk
By: Yolanda C. & Thomas

EXHIBIT A
LEGAL DESCRIPTION

All that certain tract, piece or parcel of land, situate in Newport News, Virginia being known, numbered and designated as approximately 9.1806 acres as shown on that certain plat entitled "SUBDIVISION OF THE PROPERTY OF VILLAGES OF KILN CREEK LIMITED PARTNERSHIP, a Virginia limited partnership, APT/CONDO 10, VILLAGES OF KILN CREEK, NEWPORT NEWS, VIRGINIA", recorded in the Clerk's Office of the Circuit Court of Newport News, Virginia on July 24, 1991, in Deed Book 1254, at page 1406.

Being a part of the same property conveyed to Grantor by Deed dated December 31, 1990 from Kiln Creek Associates, a Virginia general partnership, and recorded January 2, 1991, in York County Deed Book 602, at page 374.

This conveyance is made subject to the conditions, restrictions and easements of record or apparent on the ground.

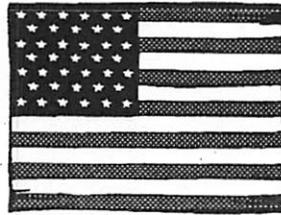
GLENEAGLES CONDOMINIUM RULES

No changes may be made to the exterior of any unit or the common area, without prior written approval from the Gleneagles Condominium Association Board of Directors.

All residents should become familiar with the rules and procedures set forth in the following documents:

Villages of Kiln Owners Association Rules. Dated 4/1/99
Gleneagles Condominium Homeowner's Guide. (The Green Book)
Gleneagles Condominium Association Rules. (See above)
Exceptions to the Gleneagles Condominium Association Rules as approved by the Board of Directors (see below).

Any questions regarding compliance to the above rules and/or exceptions to said rules, may be directed to the Board of Directors. Applications for planned changes not in compliance with existing rules or exceptions, must be submitted to the Board for their review and approval before any changes are made. Changes made without approval are subject to removal at owners expense.



EXCEPTIONS TO THE GLENEAGLES CONDOMINIUM RULES APPROVED BY THE BOARD OF DIRECTORS AS OF APRIL 1, 2000:

- 1) BIRD FEEDERS: One bird feed per household. Feeder must be hung from a tree.
- 2) BIRDHOUSES: One bird house per household. House must be hung from a tree.
- 3) SIGNS: One for sale or for rent sign, not to exceed six square feet in size, may be displayed in front of unit or in such a manner as to be visible from the street.
- 4) FLAGS: A flag, no larger than 3'x5', may be mounted to the support column of the front porch. Flags may be The American, golf or seasonal in nature. One small garden flag may be placed in rock bed. No wind socks.
- 5) WREATHS: One decorative wreath or spray may be hung either on the front door or the brick wall to the right of and perpendicular to the front door provided it is hung as follows: A wreath hung from the front door should be hung by either a magnetic or over the door type wreath hanger. Residents who mount wreaths to the brick wall will be responsible for any

damage caused by the installation or removal of said wreath. Any holes must be patched immediately when no longer needed. A decorative wreath may be hung from the screened porch door or patio gate. Wreaths and sprays may contain artificial flowers.

6) HANGING PLANTS: 2 hanging baskets may be hung on the front porch and 3 hanging baskets may be hung from outside of screened porch or patio fence. No artificial plants may be used outside of unit except as noted in exception 5, above.

7) POTTED PLANTS: 2 potted plants may be on front porch. 4 potted plants may be placed in front of the screened porch or patio fence. No artificial plants may be used outside of unit.



8) FRONT PORCH: One small bench or chair or matching patio set may be placed on front porch. Front porch may be carpeted using green carpet only. A full view storm door may be installed on the front door of the unit. **White only.**

9) FLOWER BEDS: Annuals of owners choice may be planted in flower beds as long as they do not over grow and compete with trees and shrubs. Please try to use mass planting in one color. No roses, vegetables or artificial plants are allowed. (see end of document for a list of other approved plants) 3 small sculpture/statues per household may be placed in rock garden. No birdbaths. Perennials are not permitted to be planted in foundation beds next to unit.

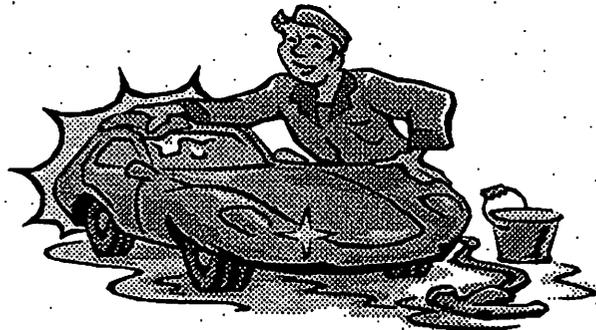
10) SCREENED PORCH: Screen porch may be enclosed in the following manners:

- a) Glass panels, must be aluminum or wood frame and must be installed in such a manner as not to change the outside appearance of the unit. They may be permanent, removable or sliding.
- b) Plexiglas may be mounted to inside of beam support.
- c) Mini venetian blinds, bamboo or plastic draw blinds or sun shades and valance curtains are allowed on screen porches. Blinds and valance curtains must be neutral in color.
- d) A storm door may be installed on the screen porch but must be a Full View and may contain a lower kick panel for protection at the bottom. **WHITE ONLY.**
- e-1) An additional air conditioning unit may be installed to assist in cooling enclosed porches. All installation plans for additional a/c units must be submitted to the Board for approval to insure that the installation conforms with existing rules and regulations. Unit must be placed beside existing a/c unit and must be installed by a certified electrician and meet all city codes. Unit owner bears full responsibility for all damages caused by the installation and operation of the unit.
- e-2) The existing heating and a/c ducts within the unit may be extended through the unit wall and into the enclosed porch to provide heat and a/c to the porch.

11) ADDITIONAL ROCK BED: A rock bed may be installed along the screened porch or along the patio fence, provided the rock matches existing rock and beds do not extend farther out than existing beds and connects with their neighbors bed. The existing rock bed around a/c unit may be extended along the exterior wall of the storage shed (under the faucet) in such a manner as to blend evenly with existing bed. (see end of document for approved plants)

12) ADDITIONAL STEPPING STONES: Additional stepping stones may be added to the stones supplied by the builder to create a patio if space permits. However, the stones must match previous ones and must be of the same size and shape. When facing your screened porch door from the outside, the additional stones will run along the right side of your door and should not exceed the edge of the building. The stones will be 9 stepping stones in length and not to exceed the width of 4 stones. Therefore your patio will measure 4'x9'.

13) BBQ GRILLS: BBQ grills may be left outside year round. When not in use, grills must be covered and stored next to storage room wall in such a manner as not to impede lawn maintenance.



14) CAR WASHING: Vehicles may be washed and or cleaned within the paved confines of the parking area only. Area must be clean after use.

15) BACK DOOR WALKS: (Screened porch door) You may install a back door walk following these requirements:

Walks may be concrete or concrete stepping stones. Back door walks will be installed and maintained by the unit owner and upon selling the unit you must include this in the disclosure statement so the new owners will be aware of their responsibility. Stepping stones may be square, round or hexagonal in the same size and a neutral color. Walks must be installed at ground level for safety and grass cutting purposes.

16) RAIN DIVERTERS: You may install a 10 foot rain diverter centered above the screen porch door and located somewhere between 10 and 16 inches from the edge of the roof. Diverters may also be installed on the front roof of the Perth models and Sterling models that have the walk on the side of the front porch. Diverters should be centered over the walkway and located the same as above. They must be painted black and installed at your expense. All leaks from installation are the owners responsibility. You may purchase six foot diverters from McDaniels Roofing.

17) LAWN EDGING: Lawn edging may be installed only between the lawn and the rock beds (edging is not to be used in any other section of the common area) and the following requirements must be met:

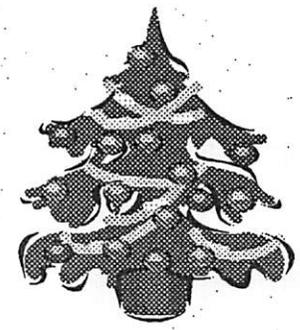
- 1) Edging will be properly installed and maintained at ground level so as not to interfere with lawn maintenance. The association and lawn maintenance contractors are in no way responsible for any damage that may occur.
- 2) Only the following black plastic, roll type edging may be used:
 - a) Suncast Professional Lawn Edging (available at H.Q.)
 - b) Master Gardener, The Contractor style. (available at Lowes)
 - c) World's Best Lawn Edging, by Corbraco. (available at Lowes)

18) A MOTION SENSING FRONT PORCH LIGHT: May be installed as follows:

- 1) The unit owner shall be responsible for the installation and maintenance until such time as the standard (builder provided model) is reinstalled.
- 2) Lights can have either a polished brass or antique finish and must closely resemble the original fixture.

19) HOLIDAY DECORATIONS: Holiday decorations are permitted but please try to keep them simple and in good taste and display them in a timely manner using the following time frames:

Halloween.....Oct. 25th thru Nov. 7th
 Thanksgiving.....Nov. 19th thru Nov. 27th
 Christmas.....Thanksgiving thru Jan. 6th



List of approved plants and planting responsibilities:

Residents who plant in the planting beds and mulched portions of the common area are responsible for the upkeep and care of such areas. This includes watering, trimming, feeding and removal of dead or unsightly plants. Residents who neglect their responsibility will be charged for the cost of restoring the area to it's original state. Plants in flower beds may not exceed two feet in height.

***ANNUALS**

Petunias
Pansies
Geraniums
Impatiens
Primrose
Gurber Daisies
Begonia
Vinca

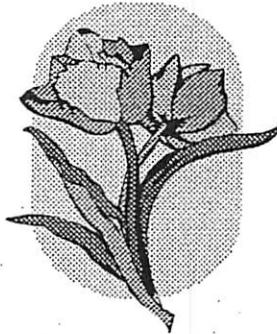
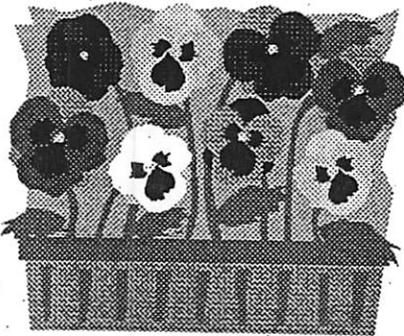
PERENNIALS

Chrysanthemum
Sweet William
Tulips
(all perennials must be
cut back when dormant)

EVERGREENS

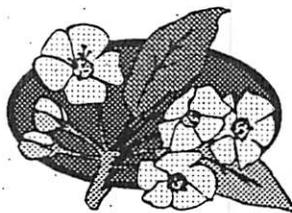
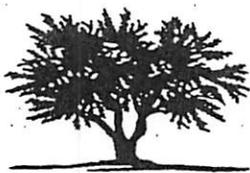
Indian Hawthorne
Dwarf Holly
Dwarf Azalea
Dwarf Gardenia
Juniper(low growing)
Boxwood
Euonymus

***Note: The annuals listed above are recommended plants, but owners are permitted to plant any annual of choice as long as it does not exceed two feet in height.**



Residents wishing to plant trees in the common area must submit a request for approval to the Board. The request must contain location and type of tree to be planted. Acceptable trees for planting are: River Birch, Eastern Redbud, Crepe Myrtle, Paperbark Maple, Cornelian Cherry Dogwood, Chinese Dogwood and White Dogwood.

Remember you must obtain Board approval before planting any trees.



Warning..... Gleneagles has a maze of underground utility lines and pipes running through it. Be sure you know where they are before sticking anything in the ground.

GLENEAGLES CONDOMINIUM ASSOCIATION INC.

POLICY RESOLUTION # ONE (1)

Rules and Regulations regarding Pets

THIS POLICY RESOLUTION of GLENEAGLES CONDOMINIUM ASSOCIATION INC., is made this 30th day of May, 2002, as follows:

WHEREAS, the Board of Directors of Gleneagles Condominium Association Inc., hereinafter referred to as the Association, is granted the authority and power by the Declaration, Section 9.3 Powers of the Association, to enforce the provisions of the Declaration and to adopt, promulgate and enforce such Rules and Regulations governing the use of the Units and Common Elements as the Board of Directors of the Association may deem to be in the best interest of the Condominium; and

WHEREAS, the By-Laws of the Gleneagles Condominium grant to the Board of Directors the power from time to time to adopt or amend any rules and regulations deemed necessary for the benefit and enjoyment of the Gleneagles Condominium; and

WHEREAS, there is a need to establish defined, specific rules and regulations regarding the keeping of small, orderly domestic pets within any Unit; and

WHEREAS, it is the intent that such rules and regulations shall be applicable to all Owners, Tenants, Guest, and Invitees. This Resolution shall remain in effect until otherwise duly rescinded, modified, or amended.

NOW, THEREFORE, BE IT RESOLVED THAT the rules and regulations on the keeping of small pets within the units or upon the Common Elements are as follows:

1. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets less than but not exceeding 25 lbs. (e.g., dogs, cats, or caged birds) and not to exceed one per Unit without the approval of the Board of Directors, is permitted, subject to the Rules and Regulations adopted by the Board of Directors, provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten (10) days written notice from the Board of Directors. The foregoing notwithstanding, any pet which threatens the safety of any person(s)

GLENEAGLES CONDOMINIUM ASSOCIATION
POLICY RESOLUTION NUMBER ONE (1)
PAGE 3

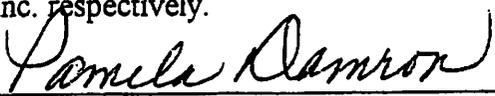
ATTEST:


Secretary

STATE OF VIRGINIA

CITY OF NEWPORT NEWS, TO WIT:

The foregoing instrument was acknowledged before me this 30th day of May, 2002 by William Kenley, and Michael Bohn, President and Secretary of the Gleneagles Condominium Association, Inc. respectively.


Notary Public

My Commission Expires: April 30, 2004

GLENEAGLES CONDOMINIUM ASSOCIATION INC.

POLICY RESOLUTION # TWO (2)

Rules and Regulations regarding Bulletin Board postings

THIS POLICY RESOLUTION of GLENEAGLES CONDOMINIUM ASSOCIATION INC., is made this 30th day of May, 2002, as follows:

WHEREAS, the Board of Directors of Gleneagles Condominium Association Inc., hereinafter referred to as the Association, is granted the authority and power by the Declaration, Section 9.3 Powers of the Association, to enforce the provisions of the Declaration and to adopt, promulgate and enforce such Rules and Regulations governing the use of the Units and Common Elements as the Board of Directors of the Association may deem to be in the best interest of the Condominium; and

WHEREAS, the By-laws of the Gleneagles Condominium, Section 4.11, grant to the Board of Directors the power to adopt and amend administrative rules and regulations governing the details of the operation and use of Common Elements and Section 11.3 states said Rules and Regulations shall have effect upon posting in a conspicuous place on the Condominium Property and/or by providing a copy to all Unit owners and shall have the dignity of the Bylaws; and

WHEREAS, there is a need to establish defined, specific rules and regulations governing the use and posting of information on the open and enclosed bulletin boards, and

WHEREAS, it is the intent that such rules and regulations shall be applicable to all Owners, Tenants, Guest, and Invitees. This Resolution shall remain in effect until otherwise duly rescinded, modified, or amended.

NOW, THEREFORE, BE IT RESOLVED THAT the rules and regulations regarding the use and posting of information on the bulletin boards and the Common Elements are as follows:

1. No material is to be posted on or attached to any common element other than the open or enclosed bulletin boards that are at the mailbox area.
2. The use of the open bulletin board is available to all Gleneagles owners and residents.
3. The bulletin boards are provided to advertise community meetings or functions, outings, parties, items for sale and general newsworthy information.
4. The bulletin boards are not to be used for the posting of grievances, complaints or slanderous correspondence, expressing hostility, venting of negative feelings or any lewd information. Complaints

GLENEAGLES CONDOMINIUM ASSOCIATION
POLICY RESOLUTION NUMBER TWO (2)
PAGE 2

- should be brought to the management company or Board of Directors or handled directly between the involved parties.
5. The Board of Directors shall remove any notices or postings that are in violation of the guidelines set forth.
 6. The Board of Directors shall have the power to assess charges against any unit owner for violation of this resolution pursuant to the provisions of the Declaration, the Bylaws, and the Virginia Condominium Act.

IN WITNESS WHEREOF, this Resolution is executed by the President of the Association on the day first above written.

GLENEAGLES CONDOMINIUM ASSOCIATION, INC.

By: William K. Kenley
President

ATTEST: Michael D. Bohn
Secretary

STATE OF VIRGINIA

CITY OF NEWPORT NEWS, TO WIT:

The foregoing instrument was acknowledged before me this 30th day of May, 2002 by William Kenley, and Michael Bohn, President and Secretary of the Gleneagles Condominium Association, Inc. respectively.

Pamela R. Dameron
Notary Public

My Commission Expires: April 30, 2004

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

05-31-2019

NUMBER

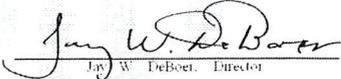
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COMMON INTEREST COMMUNITY BOARD COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION



VILLAGES OF KILN CREEK OWNERS' ASSOCIATION, INC
LAURA CARNRIKE
1003 BRICK KILN BLVD
NEWPORT NEWS, VA 23602




Jay W. DeBoer, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

COMMON INTEREST COMMUNITY BOARD
COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION
NUMBER: 0550000681 EXPIRES: 05-31-2019

VILLAGES OF KILN CREEK OWNERS' ASSOCIATION, INC
LAURA CARNRIKE
1003 BRICK KILN BLVD
NEWPORT NEWS, VA 23602



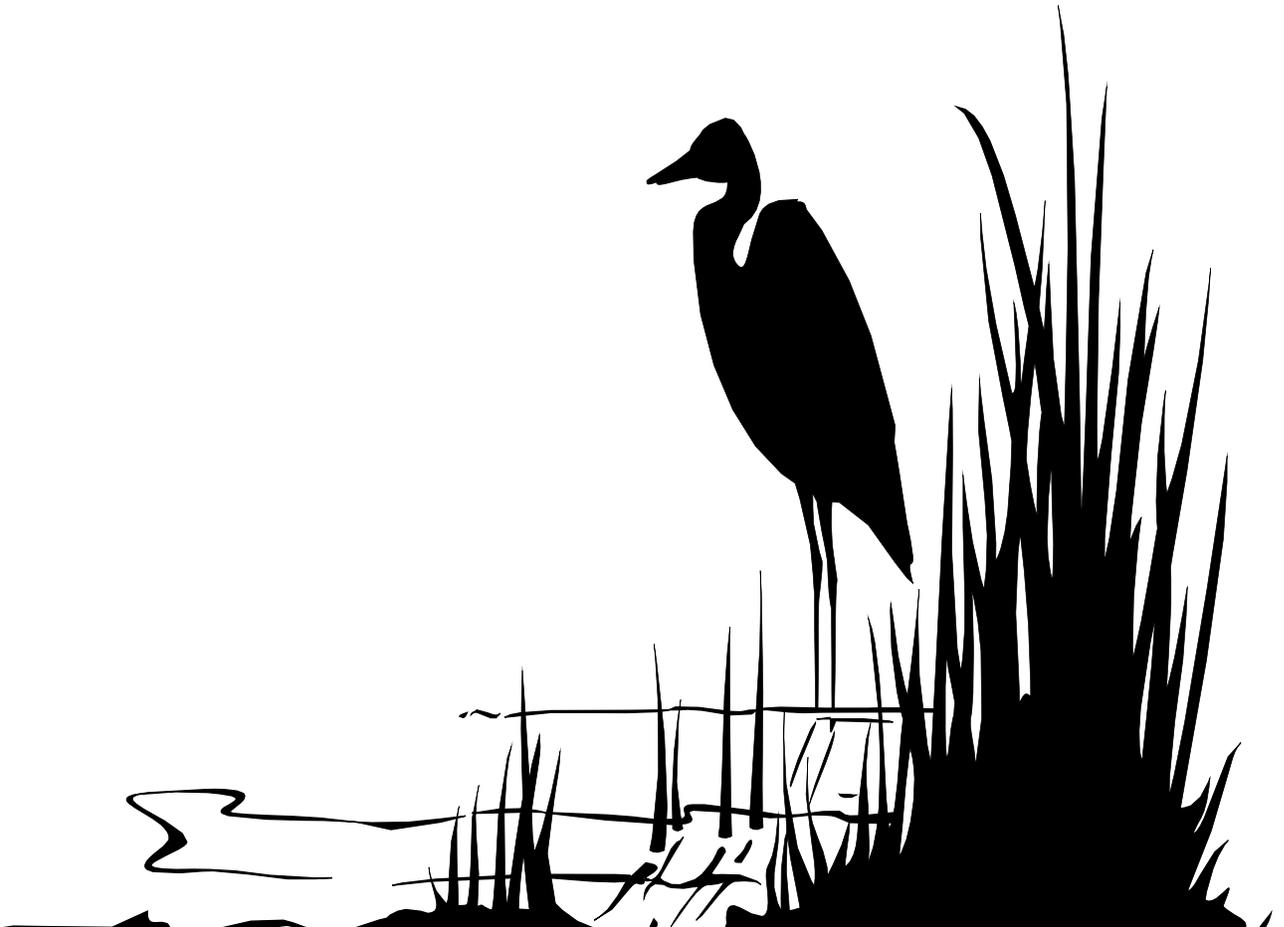
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Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)

Kiln Creek Owners Association Declaration Section

- 1) First Amendment to Second Amended & Restated
Declaration of Covenants & Restrictions
- 2) Declaration of Common Area
- 3) Second Amended and Restated Declaration of
Covenants & Restrictions



Prepared by and return to:
Elizabeth L. White, Esquire (VSB #27432)
Sands Anderson PC
263 McLaws Circle, Suite 205
Williamsburg, VA 23185

**FIRST AMENDMENT TO SECOND AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS**

Villages of Kiln Creek

This FIRST AMENDMENT TO SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS ("Amendment") is made this 15 day November, 2018 by VILLAGES OF KILN CREEK OWNERS ASSOCIATION, a Virginia non-stock corporation ("Association") having an address of 970 Brick Kiln Boulevard, Newport News, VA 23602 [index as "Grantor" and "Grantee" for recording purposes].

RECITALS

A. By instrument entitled "Villages of Kiln Creek Declaration of Covenants and Restrictions" dated May 25, 1988 and recorded June 3, 1988 in the Clerk's Office of the Circuit Court of the City of Newport News (the "Newport News Clerk's Office") in Deed Book 1176, at page 99, and in the Clerk's Office of the County of York (the "York County Clerk's Office") in Deed Book 545, at page 245 (collectively, the "Original Declaration"), Kiln Creek Associates, a Virginia general partnership ("Kiln Creek Associates"), as "Developer" thereunder subjected certain real property more particularly described in Exhibit A thereto to the covenants, restrictions, easements, charges and liens of the Original Declaration.

B. By various instruments entitled "Supplementary Declaration of Covenants and Restrictions" (collectively, the "Supplemental Declarations"), Kiln Creek Associates

(and its successors and assigns as "Developer") subjected certain additional real property described in Exhibit A of each Supplemental Declaration to the Original Declaration (and later to the "Amended and Restated Declaration" and the "First Amended and Restated Declaration" as hereinafter defined).

C. By instrument entitled "Villages of Kiln Creek Amended and Restated Declaration of Covenants and Restrictions" dated April 1, 1991 and recorded in the Newport News Clerk's Office in Deed Book 1248, at page 719, and in the York County Clerk's Office in Deed Book 612, at page 286, the Original Declaration was amended and restated (the "Amended and Restated Declaration")

D. The Amended and Restated Declaration was subsequently amended by instrument entitled "First Amendment to Amended and Restated Declaration of Covenants and Restrictions" dated August 1, 1991 and recorded in the Newport News Clerk's Office in Deed Book 1263 (1258), at page 1009 (631), and in the York County Clerk's Office in Deed Book 624, at page 565 (the "First Amendment"); and by instrument entitled "Second Amendment to Amended and Restated Declaration of Covenants and Restrictions" dated September 13, 1991 and recorded in the Newport News Clerk's Office in Deed Book 1265, at page 139, and in the York County Clerk's Office in Deed Book 637, at page 577 (the "Second Amendment").

E. By instrument entitled "Third Amendment to Amended and Restated Declaration of Covenants and Restrictions" dated August 18, 2004, and recorded in the Newport News Clerk's Office in Deed Book 1947, at page 1995, and in the York County Clerk's Office as instrument number LR040017641 (the "Third Amendment"), the Amended and Restated Declaration was further amended. The Amended and Restated

Declaration as further amended by the First Amendment, Second Amendment and Third Amendment is hereinafter referred to as the "First Amended and Restated Declaration."

F. By instrument entitled "Second Amended and Restated Declaration of Covenants and Restrictions of Villages of Kiln Creek Owners Association" dated August 25, 2009 (the "Second Declaration"), and recorded in the Newport News Clerk's Office as instrument number 090017258, and in the York County Clerk's Office as instrument number 090018824, the Villages of Kiln Creek Owner's Association amended and restated the First Amended and Restated Declaration in its entirety.

G. At the time of the Second Declaration, the country club and golf course located within the Villages of Kiln Creek were privately owned by an independent unrelated entity, separate and apart from the Association, and the Second Declaration included a provision setting forth this fact. Subsequent to the Second Declaration, in 2013, by instrument entitled "Deed of Bargain and Sale and Reservation of Conservation Easement" dated December 19, 2013, and recorded in the Newport News Clerk's Office as instrument number 140001556, and in the York County Clerk's Office as instrument number LR140002013, the Association acquired title to the golf course (the "the Golf Course") and related land located within the Villages of Kiln Creek as more particularly described in such Deed (collectively the "Golf and Resort Land").

H. By instrument entitled "Declaration of Common Area" dated December 19, 2013, and recorded in the Newport News Clerk's Office as instrument number 130022263, and in the York County Clerk's Office as instrument number LR130025017 (collectively, the "Declaration of Common Area"), the Villages of Kiln Creek Owner's

Association designated the Golf and Resort Land as "Common Area" as defined in the Second Declaration.

I. Article IX, Section 9.2 of the Second Declaration provides that the Second Declaration may be amended "...by a vote of two-thirds (2/3) of the Board of Directors pursuant to the authority set forth in Section 55-515.2 of the Code of Virginia", which Code provision allows for the principal officer of a property owners' association to execute and record a corrective amendment upon a two-third (2/3) vote of the members of the board of directors of said property owners' association.

J. The Board of Directors of the Association, pursuant both to a resolution adopted by a vote of at least two-thirds (2/3) of its Directors and to the authority vested in it by Section 55-515.2 of the Code of Virginia, voted to amend the Second Declaration to correct an inconsistency, to clarify an ambiguity in the Second Declaration with regard to an objectively verifiable fact (i.e., the record ownership of the Golf Course and the Golf and Resort Land), and to correctly disclose the Association's ownership of the Golf Course and the Golf and Resort Land now that the Association owns such property and such property constitutes Common Area of the Association.

AMENDMENT

NOW, THEREFORE, the Second Declaration is hereby amended to delete Section 9.9 of Article IX in its entirety and to replace it with the following:

Section 9.9. Kiln Creek Golf Club and Resort. The Golf and Resort Land (including but not limited to the Golf Course), together with the facilities and improvements thereon, are owned by the Association and comprise a portion of the Common Area owned, operated and maintained by the Association. The Association

may enter into agreements with non-Owners to utilize the Golf Course and other facilities located within the Golf and Resort Land as authorized in Article IV of this Declaration.

IN WITNESS WHEREOF, this Amendment is executed as of the date and year first written above.

VILLAGES OF KILN CREEK OWNERS
ASSOCIATION, a Virginia non-stock
corporation

By: 
David Radcliffe, President

The undersigned president of the Association hereby certifies that he executes this Amendment pursuant to a duly adopted resolution of the Board of Directors of the Association upon the affirmative vote of two-thirds or more of the directors serving on the Board of Directors of the Association to approve this Amendment.

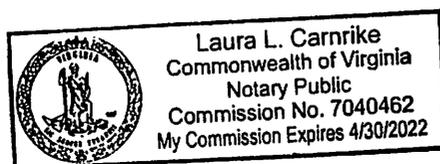

David Radcliffe, President

COMMONWEALTH OF VIRGINIA
AT LARGE, to-wit

The foregoing instrument was acknowledged before me in Newport News, Virginia, this 15 day of November, 2018, by David Radcliffe, President of Villages of Kiln Creek Owners Association, a Virginia non-stock corporation, on its behalf.


Notary Public

My commission expires: 4/30/22
Registration No.: 7040462



INSTRUMENT 180022148
RECORDED IN THE CLERK'S OFFICE OF
YORK COUNTY - POQUOSON CIRCUIT COURT ON
DECEMBER 6, 2018 AT 10:10 AM
KRISTEN N. NELSON, CLERK
RECORDED BY: DMH

Debra M. Hestor



may enter into agreements with non-Owners to utilize the Golf Course and other facilities located within the Golf and Resort Land as authorized in Article IV of this Declaration.

IN WITNESS WHEREOF, this Amendment is executed as of the date and year first written above.

INSTRUMENT 180015895
RECORDED IN THE CLERK'S OFFICE OF
NEWPORT NEWS CIRCUIT COURT ON
DECEMBER 6, 2018 AT 11:26 AM
GARY S. ANDERSON, CLERK
RECORDED BY: LXS

VILLAGES OF KILN CREEK OWNERS
ASSOCIATION, a Virginia non-stock
corporation

By: David Radcliffe
David Radcliffe, President

The undersigned president of the Association hereby certifies that he executes this Amendment pursuant to a duly adopted resolution of the Board of Directors of the Association upon the affirmative vote of two-thirds or more of the directors serving on the Board of Directors of the Association to approve this Amendment.

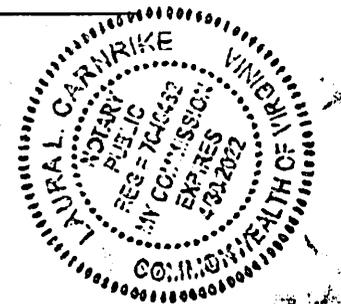
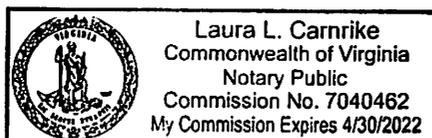
David Radcliffe
David Radcliffe, President

COMMONWEALTH OF VIRGINIA
AT LARGE, to-wit

The foregoing instrument was acknowledged before me in Newport News, Virginia, this 15 day of November, 2018, by David Radcliffe, President of Villages of Kiln Creek Owners Association, a Virginia non-stock corporation, on its behalf.

Laura L. Carnrike
Notary Public

My commission expires: 4/30/22
Registration No.: 7040462



130022263

Prepared by and return to:
Lori H. Schweller, Esq.
VSB No. 42399
LeClairRyan, P.C.
5388 Discovery Park Blvd., Third Floor
Williamsburg, Virginia 23188

York County GPIN/Tax Map parcel Nos: R04c-1305-2400, R04c-1987-2154, R04d-4731-0192, R03b-3961-3650
City of Newport News GPIN/Tax Map parcel Nos.: 133000590, 113000101, 113000103, 123000426, 132000602,
142000501

**DECLARATION OF COMMON AREA
(Open Space)**

THIS DECLARATION OF COMMON AREA ("Declaration") is made this 19th day of December, 2013, by VILLAGES OF KILN CREEK OWNERS ASSOCIATION, a Virginia nonstock corporation (the "Association"), to be indexed both as both "Grantor" and "Grantee" for recording purposes.

RECITALS:

A. By deed from KCCC, L.L.C. ("KCCC"), recorded prior to this instrument, the Association acquired that certain real property, containing approximately 288.45 acres, described on Exhibit A attached hereto and incorporated herein (the "Property"). The Property contains an 18-hole golf course, clubhouse and related improvements, as well as an approximately 60-acre natural area formerly the site of a nine-hole golf course.

B. The Association adopted the Second Amended and Restated Declaration of Covenants and Restrictions of Villages of Kiln Creek Owners Association," dated August 25, 2009, and recorded August 28, 2009 in the Clerk's Office of the Circuit Court for the City of Newport News, Virginia and in the Clerk's Office of the Circuit Court for York County as Instrument Number 090018824 (the "Declaration").

C. Section 1.8 of the Declaration provides that the "Common Area" includes all "real estate and improvements or facilities now or hereafter owned by the Association which are intended to be devoted to the common use and enjoyment of the Owners and such non-Owners, if any, who have been authorized to use such Common Area..."

D. The Association desires to designate the Property as Common Area for the use and enjoyment of the Members of the Association (as defined in the Declaration), and to such non-Owners who have been authorized to use the Property, which use and enjoyment shall be subject to such rights, obligations and limitations set forth in the Declaration with respect to Common Area of the Association.

NOW, THEREFORE, the Association hereby declares that the Property is designated as Common Area pursuant to Section 1.8 of the Declaration, and shall be held, transferred, sold, conveyed and occupied subject to such designation.

A. As to all of the Property other than that described on Exhibit B, attached hereto and incorporated herein:

1. The Association, by the affirmative vote or consent in writing of a majority or more of the Owners of the Lots subject to the Declaration, may authorize the President of the Association to execute a Supplemental Declaration to declare that all or part of the Property is no longer Common Area, evidenced by such Owners joining in an instrument to be recorded in the land records of the jurisdiction(s) in which the land is located, declaring that such property is no longer Common Area; and

2. The Declaration is subordinate to the conservation easement (including the Association's obligation to execute, at the request of KCCC, its deed of gift of easement in order to affirm the Association's agreement to be bound by its covenants and restrictions) reserved by KCCC, L.L.C. in the deed (and exhibits) conveying the Property to the Association.

B. As to only that portion of the Property described on Exhibit B, the Board of Directors of the Association, by the affirmative vote or consent in writing of at least two thirds (2/3) of the Directors, evidenced by adoption of a written resolution or execution of a written consent, may authorize the President of the Association to execute a Supplemental Declaration to declare that all or part of such Property described on Exhibit B is no longer Common Area.

This Declaration may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

[Signature pages follow.]

[Signature page to Declaration of Common Area]

IN WITNESS WHEREOF, the Association has executed this Declaration as of the date printed above.

**VILLAGES OF KILN CREEK OWNERS ASSOCIATION,
a Virginia nonstock corporation**

By: David P. Radcliffe

Name: David P. Radcliffe

Title: President

COMMONWEALTH OF VIRGINIA

In the City of Newsport News, to wit:

I, a Notary Public for the City and State aforesaid, do hereby certify that David Radcliffe, personally appeared before me this day and acknowledged that he is the President of Villages of Kiln Creek Owners Association, a Virginia non-stock corporation, and that as President being authorized to do so, executed the foregoing on behalf of the Association.

Witness my hand and official seal, this 18 day of December

2013.

Julie Stewart
Notary Public

My Commission Expires: 7/31/14

Registration ID No.: 7516699



JOINDER OF LENDER

KCCC, L.L.C., a Virginia limited liability company, is the beneficiary (the "Lender") of that certain Deed of Trust dated as of December 19, 2013, from Villages of Kiln Creek Owners Association, a Virginia nonstock corporation, to Bennett L. Stein and M. Scott Stein, Trustees, whose address is 724 Thimble Shoals Blvd, Suite 100, Newport News, Virginia 23606, and recorded in the Clerk's Offices of the Circuit Courts of the City of Newport News, Virginia and County of York, Virginia, immediately preceding this instrument.

By signing below, the Lender hereby joins in and consents to this Declaration of Common Area.

LENDER: **KCCC, L.L.C.,**
 a Virginia limited liability company

By: H.R. Ashe
 H. R. Ashe, Manager

STATE OF VIRGINIA
CITY
COUNTY OF NEWPORT NEWS

The foregoing instrument was acknowledged before me this 18th day of December, 2013, by H. R. Ashe, whose title is MANAGER of KCCC, L.L.C., a Virginia limited liability company, and who executed the aforesaid instrument on behalf of the company.

Deborah A. Bailey
Notary Public, State of VIRGINIA
at Large.

My Commission Expires _____
Serial No. _____



Deborah A. Bailey
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #207023
My Commission Expires 6/30/2016

Personally known OR produced identification _____
Identification produced _____

EXHIBIT A

PARCEL I: All those pieces or parcels of land lying and being situate in the City of Newport News and the County of York, Virginia, commonly known as the Golf Course of the Kiln Creek Golf and Country Club, and being more particularly shown and designated as:

Parcels D & E on the record plat entitled "Subdivision of the Property of Villages of Kiln Creek Limited Partnership, Villages of Kiln Creek Golf Course, Showing Parcels D & E, York County, Virginia," recorded in the Clerk's Office of the Circuit Court of the County of York, Virginia, in Plat Book 11 at pages 303-308; and

Parcels A, B, C and F on the record plat entitled "Subdivision of Parcels A, B, C & F, Property of Villages of Kiln Creek Limited Partnership, Newport News, Virginia", recorded in the Clerk's Office of the City of Newport News, Virginia, in Deed Book 1246 at pages 1750-1765; and

the "Pump Station Lot at Lake No.1" as designated on the record plat entitled "Subdivision Plat of Lake No.1, The Villages of Kiln Creek, Newport News, Virginia," recorded in the Clerk's Office of the City of Newport News, Virginia, in Deed Book 1259 at page 1334; and

TOGETHER WITH that certain lot or parcel of land lying and being situate in the City of Newport News, Virginia, containing 0.082 acres, more or less, and being more particularly described as Parcel F within the "Subdivision of the Property of R.G. Moore Building Corporation, Westgate, Right-of-Way, Section Two (2), The Villages of Kiln Creek, Newport News, Virginia," as shown on a certain plat prepared by Sledd, Runey and Associates, P.C., dated May 31, 1990 entitled "Subdivision of the Property of R. G. Moore Building Corp., Westgate, Right-of-Way Section Two (2), The Villages of Kiln Creek, Newport News, Virginia," which was recorded August 1, 1990 in the Clerk's Office of the Circuit Court for the City of Newport News, Virginia, in Deed Book 1230 at page 558; and

TOGETHER WITH AND SUBJECT TO all rights, uses, easements, reservations, duties, charges and obligations as are contained in or shown on any attached plat to those certain instruments recorded in Deed Book 1190 at page 505; Deed Book 1230 at page 119; Deed Book 1227 at page 1531; Deed Book 1262 at page 1240; Deed Book 1262 at page 1245; Deed Book 1262 at page 1253 and in Deed Book 1329 at page 1544, among the land records of the City of Newport News, Virginia, and further TOGETHER WITH AND SUBJECT TO all rights, uses, easements, reservations, duties, charges, obligations as are contained in or shown on any attached plat to those certain instruments recorded in Deed Book 633 at page 433, Deed Book 741 at page 239, Deed Book 747 at page 346, Deed Book 790 at page 557 and in Plat Book 11 at page 286, among the land records of York County, Virginia.

LESS AND EXCEPT all of that certain lot or parcel of land lying and being situate in the County of York, Virginia, and being more particularly described on that certain plat entitled "Resubdivision of The Villages of Kiln Creek Golf Course Parcel E and Apt/Condo 2, County of York, Virginia," prepared by Sledd, Runey and Associates, P.C., Engineers, Planners and Surveyors, a copy of which was recorded in the Clerk's Office of the Circuit Court of the County of York, Virginia, in Plat Book 11 at pages 351-352.

LESS AND EXCEPT that portion of the subject property designated as Parcel B1 on plat of resubdivision of Parcels B and F, Kiln Creek Golf and Country Club, The Villages of Kiln Creek, City of Newport News, Virginia, described by metes and bounds as follows: Beginning at a point on the northeasterly right-of-way line of Kiln Creek Parkway, said point being the Intersection of the northeasterly right-of-way line of Kiln Creek Parkway with the southeasterly right-of-way line of Brick Kiln Boulevard; thence N 07° 28' 05" E a distance of 50.00 feet; thence N 64° 50' 16" E a distance of 139.50 feet to a point of curvature of a tangent curve concave to the southeast; thence northeasterly along the arc of said curve to the right, having a radius of 1,600.00 feet and a central angle of 04° 36' 01" for an arc distance of 133.28 feet to a point of reverse curvature of a tangent curve concave to the north; thence easterly along the arc of said curve to the left, having a radius of 839.90 feet and a central angle of 02° 32' 10" for an arc distance of 37.18 feet to a point of reverse curvature of a tangent curve concave to the south; thence easterly along the arc of said curve to the right, having a radius of 839.90 feet and a central angle of 06° 03' 44" for an arc distance of 88.87 feet to a non-tangent line; thence S 02° 08' 12" E a distance of 314.82 feet; thence N 87° 56' 23" E a distance of 38.63 feet; thence S 02° 38' 49" E a distance of 108.86 feet; thence S 53° 54' 36" W a distance of 111.42 feet; thence S 83° 54' 02" W a distance of 16.77 feet to a point on the arc of a non-tangent curve concave to the southwest; thence northwesterly along the arc of said curve to the left, having a radius of 2,551.25 feet and a central angle of 02° 32' 54" for an arc distance of 113.47 feet to a point of tangency; thence N 49° 58' 44" W a distance of 200.00 feet to a point of curvature of a tangent curve concave to the northeast; thence northwesterly along the arc of said curve to the right, having a radius of 834.00 feet and a central angle of 08° 00' 21" for an arc distance of 116.53 feet to the point of beginning, containing 2.710 acres, more or less, as shown on plat entitled "Plat of Resubdivision, Parcels B and F, Kiln Creek Golf and Country Club, The Villages of Kiln Creek, City of Newport News, Virginia," prepared by Sledd, Runey & Associates, P.C., dated January 25, 1994.

LESS AND EXCEPT that portion of the subject property designated Parcel B2 on plat of resubdivision of Parcels B and F, Kiln Creek Golf and Country Club, The Villages of Kiln Creek, City of Newport News, Virginia, described by metes and bounds as follows: Beginning at a point located 259.74 feet in a northerly direction from a second point located on the northerly right-of-way line of Brick Kiln Boulevard, said second point being located 862.13 feet in an easterly and northerly direction from a third point located on the northeasterly right-of-way line of Kiln Creek Parkway, said third point being the intersection of the northeasterly right-of-way line of Kiln Creek Parkway with the southeasterly right-of-way line of Brick Kiln Boulevard; thence northwesterly along the arc of a curve to the left, having a radius of 75.00 feet and a central angle of 25° 18' 55" for an

arc distance of 33.14 feet to a point of reverse curvature of a tangent curve concave to the east; thence northerly along the arc of said curve to the right, having a radius of 100.00 feet and a central angle of $83^{\circ} 44' 59''$ for an arc distance of 146.17 feet to a point of reverse curvature of a tangent curve concave to the west; thence northerly along the arc of said curve to the left, having a radius of 75.00 feet and a central angle of $56^{\circ} 06' 41''$ for an arc distance of 73.45 feet to a point of reverse curvature of a tangent curve concave to the east; thence northerly along the arc of said curve to the right, having a radius of 125.00 feet and a central angle of $07^{\circ} 08' 29''$ for an arc distance of 15.58 feet to a non-tangent line; thence S $81^{\circ} 01' 00''$ E a distance of 166.00 feet; thence S $08^{\circ} 59' 00''$ W a distance of 80.00 feet; thence N $81^{\circ} 01' 00''$ W a distance of 30.06 feet; thence S $08^{\circ} 59' 00''$ W a distance of 29.17 feet; thence S $81^{\circ} 01' 00''$ E a distance of 6.59 feet; thence S $08^{\circ} 59' 00''$ W a distance of 66.65 feet; thence N $81^{\circ} 01' 00''$ W a distance of 25.00 feet; thence S $08^{\circ} 59' 00''$ W a distance of 67.00 feet; thence N $81^{\circ} 01' 00''$ W a distance of 78.11 feet to the point of beginning, containing 0.789 acres, more or less, as shown on the plat entitled "Plat of Resubdivision, Parcels B and F, Kiln Creek Golf and Country Club, The Villages of Kiln Creek, City of Newport News, Virginia," prepared by Sledd, Runey & Associates, P.C., dated January 25, 1994.

LESS AND EXCEPT that portion of the subject property designated Parcel B3 on plat of resubdivision of Parcels B and F, Kiln Creek Golf and Country Club, The Villages of Kiln Creek, City of Newport News, Virginia, described by metes and bounds as follows: Beginning at a point located N $46^{\circ} 06' 45''$ E a distance of 324.20 feet from a second point located on the northeasterly right-of-way line of Kiln Creek Parkway, said second point being located 663.26 feet in a southeasterly direction from a third point located on the northeasterly right-of-way line of Kiln Creek Parkway, said third point being the intersection of the northeasterly right-of-way line of Kiln Creek Parkway with the southeasterly right-of-way line of Brick Kiln Boulevard; thence N $53^{\circ} 52' 52''$ E a distance of 280.00 feet; thence S $36^{\circ} 07' 08''$ E a distance of 136.00 feet; thence S $53^{\circ} 52' 52''$ W a distance of 280.00 feet; thence N $36^{\circ} 07' 08''$ W a distance of 136.00 feet to the point of beginning, containing 0.874 acres, more or less, as shown on plat entitled "Plat of Resubdivision, Parcels B and F, Kiln Creek Golf and Country Club, The Villages of Kiln Creek, City of Newport News, Virginia," prepared by Sledd, Runey & Associates, P.C., dated January 25, 1994.

LESS AND EXCEPT that portion of the subject property designated Parcel B4 on plat of resubdivision of Parcels B and F, Kiln Creek Golf and Country Club, The Villages of Kiln Creek, City of Newport News, Virginia, described by metes and bounds as follows: Beginning at a point on the northeasterly right-of-way line of Kiln Creek Parkway a distance of 520.07 feet in a southeasterly direction from a second point on the northeasterly right-of-way line of Kiln Creek Parkway, said second point being the intersection of the northeasterly right-of-way line of Kiln Creek Parkway with the southeasterly right-of-way line of Brick Kiln Boulevard; thence N $53^{\circ} 57' 31''$ E a distance of 58.66 feet; thence N $36^{\circ} 02' 29''$ W a distance of 44.28 feet; thence N $53^{\circ} 57' 31''$ E a distance of 44.36 feet; thence S $36^{\circ} 03' 51''$ E a distance of 169.48 feet; thence S $53^{\circ} 57' 31''$ W a distance of 84.93 feet; thence N $43^{\circ} 53' 15''$ W a distance of 58.82 feet to a point of curvature of a tangent curve

concave to the southwest; thence northwesterly along the arc of said curve to the left, having a radius of 2,551.25 feet and a central angle of $01^{\circ} 31' 13''$ for an arc distance of 67.70 feet to the point of beginning, containing 0.314 acres, more or less, as shown on plat entitled "Plat of Resubdivision, Parcels B and F, Kiln Creek Golf and Country Club, The Villages of Kiln Creek, City of Newport News, Virginia, prepared by Sledd, Runey & Associates, P.C., dated January 25, 1994.

LESS AND EXCEPT that portion of the subject property conveyed to The Hersand Companies, a Virginia corporation, by deed dated August 25, 1993 and recorded in the Clerk's Office of the Circuit Court of the County of York, Virginia, in Deed Book 747 at page 346.

PARCEL II: That portion of Industrial 1 (One) Area, The Villages of Kiln Creek, York County, Virginia, described by metes and bounds as follows:

Beginning at a point located $N 36^{\circ} 37' 02'' W$ a distance of 237.99 feet from the northwest corner of Lexington Subdivision; thence $N 36^{\circ} 37' 02'' W$ a distance of 777.06 feet; thence $N 56^{\circ} 35' 53'' E$ a distance of 1709.47 feet; thence $S 76^{\circ} 14' 48'' E$ a distance of 65.21 feet; thence $S 46^{\circ} 33' 28'' E$ a distance of 748.33 feet; thence $S 56^{\circ} 37' 06'' W$ a distance of 1880.55 feet to the point of beginning, containing 32.26 acres, more or less.

PARCEL III: Parcel G, Kiln Creek Golf and Country Club Limited Partnership, York County, Virginia, described by metes and bounds as follows:

Beginning at the southeast corner of Kiln Creek Golf and Country Club Fairway No. 12; thence $N 21^{\circ} 09' 02'' E$ a distance of 945.88 feet; thence $N 41^{\circ} 40' 21'' E$ a distance of 575.47 feet; thence $S 63^{\circ} 41' 24'' E$ a distance of 271.00 feet; thence $S 14^{\circ} 29' 03'' E$ a distance of 453.01 feet; thence $N 80^{\circ} 28' 45'' E$ a distance of 181.17 feet; thence $S 28^{\circ} 03' 06'' E$ a distance of 489.13 feet; thence $S 14^{\circ} 29' 58'' E$ a distance of 203.80 feet; thence $S 51^{\circ} 00' 14'' W$ a distance of 400.10 feet; thence $S 38^{\circ} 59' 46'' E$ a distance of 15.00 feet; thence $S 51^{\circ} 00' 14'' W$ a distance of 574.26 feet; thence $N 66^{\circ} 36' 50'' W$ a distance of 460.04 feet to a point of curvature of a tangent curve concave to the northeast; thence northwesterly along the arc of said curve to the right, having a radius of 910.00 feet and a central angle of $02^{\circ} 26' 05''$ for an arc distance of 38.67 feet to a point of compound curvature of a tangent curve concave to the east; thence northwesterly and northerly along the arc of said curve to the right, having a radius of 25.00 feet and a central angle of $92^{\circ} 19' 47''$ for an arc distance of 40.29 feet to a point tangency; thence $N 28^{\circ} 09' 02'' E$ a distance of 204.08 feet; thence $S 79^{\circ} 20' 58'' E$ a distance of 335.03 feet; thence $N 44^{\circ} 09' 02'' E$ a distance of 100.00 feet; thence $N 30^{\circ} 39' 02'' E$ a distance of 185.00 feet; thence $N 42^{\circ} 39' 02'' E$ a distance of 175.00 feet; thence $N 47^{\circ} 39' 02'' E$ a distance of 135.52 feet; thence $N 05^{\circ} 20' 58'' W$ a distance of 95.96 feet; thence $N 46^{\circ} 20' 58'' W$ a distance of 145.24 feet; thence $N 49^{\circ} 20' 58'' W$ a distance of 310.00 feet; thence $N 12^{\circ} 20' 68'' W$ a distance of 150.00 feet; thence $S 77^{\circ} 39' 02'' W$ a distance of 135.00 feet; thence $S 31^{\circ} 55' 01'' W$ a distance of 114.32 feet; thence $S 21^{\circ} 09' 02'' W$ a distance of 635.86 feet; thence $S 09^{\circ} 50' 58'' E$ a distance of 197.46 feet; thence $S 28^{\circ} 09' 02'' W$ a distance of 192.91 feet to a point of curvature of a tangent curve concave to the north; thence southwesterly and westerly along the arc of said curve to the right, having a radius of 25.00 feet and a central angle of

94° 47' 48" for an arc distance of 41.36 feet to a point of compound curvature of a tangent curve concave to the northeast; thence northwesterly along the arc of said curve to the right, having a radius of 910.00 feet and a central angle of 15° 26' 21" for an arc distance of 245.21 feet to a point of tangency; thence N 41° 36' 50" W a distance of 76.25 feet to the point of beginning, containing 25.652 acres, more or less, as shown on plat entitled "Subdivision of the Property of Kiln Creek Golf and Country Club Limited Partnership, Parcel G, York County, Virginia," prepared by Sledd, Runey & Associates, P.C., dated March 25, 1994.

AND

That portion of Industrial 1 (One) Area, The Villages of Kiln Creek, Newport News, Virginia, described by metes and bounds as follows:

Beginning at a point located N 36° 37' 02" W a distance of 237.99 feet from the northwest corner of Lexington Subdivision; thence S 56° 37' 06" W a distance of 164.98 feet; thence N 30° 56' 57" W a distance of 776.48 feet; thence N 56° 35' 53" E a distance of 88.16 feet; thence S 36° 37' 02" E a distance of 777.06 feet to the point of beginning, containing 2.254 acres, more or less.

EXHIBIT B

Parcel B5 as shown on that certain draft plat of subdivision prepared by Campbell Land Surveying, Inc. dated December 10, 2013 entitled, "Subdivision of the Remainder of Parcel B (D.B. 1363, PG. 1914), PROPERTY OF PROPERTY OF K.C.C.C., LLC (sic), a Virginia limited liability company, City of Newport News, Virginia," recorded in the Clerk's Office of the Circuit Court of Newport News, Virginia as Exhibit B to the deed from KCCC, L.L.C. to the Villages of Kiln Creek Owners Association, as it may be amended pursuant to City subdivision plat approval, more particularly described by the following metes and bounds description:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY OF KILN CREEK PARKWAY, A PUBLIC RIGHT OF WAY, WHERE THE COMMON PROPERTY LINE BETWEEN THE NEW PARCEL B-5 AND THE PROPERTY OF MEADOW LAND, LLC (PARCEL B1B) INTERSECT THE RIGHT OF WAY LINE; THENCE FROM THE POINT OF BEGINNING THUS ESTABLISHED, ALONG THE COMMON PROPERTY LINE WITH MEADOW LAND, LLC N-83-54-02-E, 16.78' TO A POINT; THENCE N-53-54-36-E, 111.42' TO A POINT ; THENCE N-02-38-49-W, 108.86' TO A POINT ; THENCE S-87-56-23-W, 38.63' TO A POINT; THENCE N-02-08-12-W, 314.82' TO A POINT ON THE EASTERLY RIGHT OF WAY OF BRICK KILN BOULEVARD, A PUBLIC RIGHT OF WAY ; THENCE ALONG THE RIGHT OF WAY OF BRICK KILN BOULEVARD ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 839.90' AND AN ARC LENGTH OF 24.07' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 300.00' AND AN ARC LENGTH OF 169.07' TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 50.00' AND AN ARC LENGTH OF 32.63' TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT WITH A RADIUS OF 50.00' AND AN ARC LENGTH OF 187.53' TO A POINT ON THE RIGHT OF WAY WHERE THE COMMON PROPERTY LINE BETWEEN PARCEL B-5 AND THE WILLOW POINT SUBDIVISION MEET; THENCE ALONG THE COMMON PROPERTY LINE N-19-22-37-E , 20.00' TO A POINT ON THE NEW PROPERTY LINE BETWEEN PARCEL B-5 AND THE REMAINDER OF THE ORIGINAL PARCEL B; THENCE ALONG THE COMMON PROPERTY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 65.00' AND AN ARC LENGTH OF 117.98' TO A POINT ; THENCE N-05-22-37-E, 93.37' TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 75.00' AND AN ARC LENGTH OF 28.39' TO A POINT ON THE COMMON PROPERTY LINE WITH

THE VILLAS OF KILN CREEK CONDOMINIUMS (PARCEL B-2); THENCE ALONG THE COMMON PROPERTY LINE S-81-01-00-E, 78.11' TO A POINT ; THENCE N-08-59-00-E, 67.00' TO A POINT; THENCE S-81-01-00-E, 25.00' TO A POINT; THENCE N-08-59-00-E, 66.65' TO A POINT; THENCE N-81-01-00-W, 6.59' TO A POINT; THENCE N-08-59-02-E, 29.17' TO A POINT; THENCE S-81-01-00-E, 30.06' TO A POINT; THENCE N-08-59-00-E, 80.00' TO A POINT ON THE NEW LINE BETWEEN THE NEW PARCEL B-5 AND THE REMAINDER OF PARCEL B; THENCE CONTINUING ALONG THE COMMON PROPERTY LINE S-47-02-00-E, 708.95' TO A POINT; THENCE S-47-21-51-W, 543.82' TO POINT ON THE COMMON CORNER BETWEEN THE NEW PARCEL B-5, THE REMAINDER OF PARCEL B AND THE PROPERTY OF TERRAPIN DEVELOPMENT, KC, LLC

(PARCEL B-3); THENCE ALONG THE COMMON PROPERTY LINE BETWEEN THE NEW PARCEL B-5 AND THE PROPERTY OF TERRAPIN DEVELOPMENT , KC, LLC N-36-07-08-W, 136.00' TO A POINT; THENCE

S-53-52-52-W, 280.00' TO A POINT; THENCE S-36-07-08-E, 136.00' TO A POINT ON THE COMMON PROPERTY LINE BETWEEN THE NEW PARCEL B-5 AND THE REMAINDER OF PARCEL B; THENCE ALONG THE COMMON PROPERTY LINE S-48-01-52-W, 305.59' TO A POINT ON THE NORTHERLY RIGHT OF WAY OF KILN CREEK PARKWAY; THENCE ALONG THE RIGHT OF WAY LINE OF KILN

CREEK PARKWAY

N-43-53-15-W, 141.18' TO A POINT ON THE COMMON PROPERTY LINE WITH PARCEL B-4; THENCE ALONG THE COMMON PROPERTY LINE N-53-57-31-E, 84.93' TO A POINT; THENCE N-36-03-51-W, 169.48' TO A POINT; THENCE S-53-57-31-W, 44.36' TO A POINT; THENCE S-36-02-29-E, 44.28' TO A POINT; THENCE

S-53-57-31-W, 58.66' TO A POINT ON THE NORTHERLY RIGHT OF WAY OF KILN CREEK PARKWAY; THENCE ALONG THE RIGHT OF WAY ON A CURVE TO THE LEFT WITH A RADIUS OF 2551.25', 90.06' TO THE POINT OF BEGINNING, CONTAINING 13.1850 ACRES BEING KNOWN AS PARCEL B-5, BEING A PORTION OF THE REMAINDER OF PARCEL B SHOWN ON " PLAT OF RESUBDIVISION, PARCELS B AND F , KILN CREEK GOLF AND COUNTRY CLUB " RECORDED IN DEED BOOK 1363, PAGE 1914, BEING BOUNDED ON THE SOUTH BY KILN CREEK BOULEVARD, ON THE WEST BY THE PROPERTY OF MEADOW LAND, LLC , BRICK KILN BOULEVARD, WILLOW POINT SUBDIVISION, VILLAS AT KILN CREEK AND THE REMAINDER OF PARCEL B, ON THE NORTH AND EAST BY THE REMAINDER OF PARCEL B.

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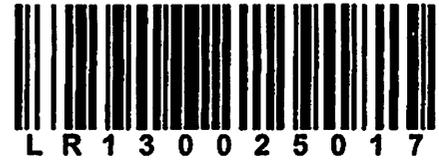
STATE OF MISSISSIPPI
NEWPORT NEWS CIRCUIT COURT
REX A. DAVIS, CLERK: BY



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Prepared by and return to:
Lori H. Schweller, Esq.
VSB No. 42399
LeClairRyan, P.C.
5388 Discovery Park Blvd., Third Floor
Williamsburg, Virginia 23188



York County GPIN/Tax Map parcel Nos: R04c-1305-2400, R04c-1987-2154, R04d-4731-0192, R03b-3961-3650
City of Newport News GPIN/Tax Map parcel Nos.: 133000590, 113000101, 113000103, 123000426, 132000602, 142000501

**DECLARATION OF COMMON AREA
(Open Space)**

THIS DECLARATION OF COMMON AREA ("Declaration") is made this 19th day of December, 2013, by **VILLAGES OF KILN CREEK OWNERS ASSOCIATION**, a Virginia nonstock corporation (the "Association"), to be indexed both as both "Grantor" and "Grantee" for recording purposes.

RECITALS:

A. By deed from KCCC, L.L.C. ("KCCC"), recorded prior to this instrument, the Association acquired that certain real property, containing approximately 288.45 acres, described on Exhibit A attached hereto and incorporated herein (the "Property"). The Property contains an 18-hole golf course, clubhouse and related improvements, as well as an approximately 60-acre natural area formerly the site of a nine-hole golf course.

B. The Association adopted the Second Amended and Restated Declaration of Covenants and Restrictions of Villages of Kiln Creek Owners Association," dated August 25, 2009, and recorded August 28, 2009 in the Clerk's Office of the Circuit Court for the City of Newport News, Virginia and in the Clerk's Office of the Circuit Court for York County as Instrument Number 090018824 (the "Declaration").

C. Section 1.8 of the Declaration provides that the "Common Area" includes all "real estate and improvements or facilities now or hereafter owned by the Association which are intended to be devoted to the common use and enjoyment of the Owners and such non-Owners, if any, who have been authorized to use such Common Area..."

D. The Association desires to designate the Property as Common Area for the use and enjoyment of the Members of the Association (as defined in the Declaration), and to such non-Owners who have been authorized to use the Property, which use and enjoyment shall be subject to such rights, obligations and limitations set forth in the Declaration with respect to Common Area of the Association.

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NOW, THEREFORE, the Association hereby declares that the Property is designated as Common Area pursuant to Section 1.8 of the Declaration, and shall be held, transferred, sold, conveyed and occupied subject to such designation.

A. As to all of the Property other than that described on Exhibit B, attached hereto and incorporated herein:

1. The Association, by the affirmative vote or consent in writing of a majority or more of the Owners of the Lots subject to the Declaration, may authorize the President of the Association to execute a Supplemental Declaration to declare that all or part of the Property is no longer Common Area, evidenced by such Owners joining in an instrument to be recorded in the land records of the jurisdiction(s) in which the land is located, declaring that such property is no longer Common Area; and

2. The Declaration is subordinate to the conservation easement (including the Association's obligation to execute, at the request of KCCC, its deed of gift of easement in order to affirm the Association's agreement to be bound by its covenants and restrictions) reserved by KCCC, L.L.C. in the deed (and exhibits) conveying the Property to the Association.

B. As to only that portion of the Property described on Exhibit B, the Board of Directors of the Association, by the affirmative vote or consent in writing of at least two thirds (2/3) of the Directors, evidenced by adoption of a written resolution or execution of a written consent, may authorize the President of the Association to execute a Supplemental Declaration to declare that all or part of such Property described on Exhibit B is no longer Common Area.

This Declaration may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

[Signature pages follow.]

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[Signature page to Declaration of Common Area]

IN WITNESS WHEREOF, the Association has executed this Declaration as of the date printed above.

VILLAGES OF KILN CREEK OWNERS ASSOCIATION,
a Virginia nonstock corporation

By: David D. Radcliffe

Name: David D. Radcliffe

Title: President

COMMONWEALTH OF VIRGINIA

In the City of Newport News, to wit:

I, a Notary Public for the City and State aforesaid, do hereby certify that David Radcliffe, personally appeared before me this day and acknowledged that he is the President of Villages of Kiln Creek Owners Association, a Virginia non-stock corporation, and that as President being authorized to do so, executed the foregoing on behalf of the Association.

Witness my hand and official seal, this 18 day of December

2013.

Julie Stewart
Notary Public

My Commission Expires: 7/31/16

Registration ID No.: 7516699



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JOINDER OF LENDER

KCCC, L.L.C., a Virginia limited liability company, is the beneficiary (the "Lender") of that certain Deed of Trust dated as of December 19, 2013, from Villages of Kiln Creek Owners Association, a Virginia nonstock corporation, to Bennett L. Stein and M. Scott Stein, Trustees, whose address is 724 Thimble Shoals Blvd, Suite 100, Newport News, Virginia 23606, and recorded in the Clerk's Offices of the Circuit Courts of the City of Newport News, Virginia and County of York, Virginia, immediately preceding this instrument.

By signing below, the Lender hereby joins in and consents to this Declaration of Common Area.

LENDER: **KCCC, L.L.C.,**
 a Virginia limited liability company

By: HR Ashe
 H. R. Ashe, Manager

STATE OF VIRGINIA
CITY
COUNTY OF NEWPORT NEWS

The foregoing instrument was acknowledged before me this 19th day of December, 2013, by H.R. Ashe, whose title is MANAGER of KCCC, L.L.C., a Virginia limited liability company, and who executed the aforesaid instrument on behalf of the company.

Deborah A. Bailey
Notary Public, State of VIRGINIA

at Large.
My Commission Expires:

Serial No. _____



Deborah A. Bailey
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #207023
My Commission Expires
6/30/2016

Personally known DB OR produced identification _____
Identification produced _____

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EXHIBIT A

PARCEL I: All those pieces or parcels of land lying and being situate in the City of Newport News and the County of York, Virginia, commonly known as the Golf Course of the Kiln Creek Golf and Country Club, and being more particularly shown and designated as:

Parcels D & E on the record plat entitled "Subdivision of the Property of Villages of Kiln Creek Limited Partnership, Villages of Kiln Creek Golf Course, Showing Parcels D & E, York County, Virginia," recorded in the Clerk's Office of the Circuit Court of the County of York, Virginia, in Plat Book 11 at pages 303-308; and

Parcels A, B, C and F on the record plat entitled "Subdivision of Parcels A, B, C & F, Property of Villages of Kiln Creek Limited Partnership, Newport News, Virginia", recorded in the Clerk's Office of the City of Newport News, Virginia, in Deed Book 1246 at pages 1750-1765; and

the "Pump Station Lot at Lake No.1" as designated on the record plat entitled "Subdivision Plat of Lake No.1, The Villages of Kiln Creek, Newport News, Virginia," recorded in the Clerk's Office of the City of Newport News, Virginia, in Deed Book 1259 at page 1334; and

TOGETHER WITH that certain lot or parcel of land lying and being situate in the City of Newport News, Virginia, containing 0.082 acres, more or less, and being more particularly described as Parcel F within the "Subdivision of the Property of R.G. Moore Building Corporation, Westgate, Right-of-Way, Section Two (2), The Villages of Kiln Creek, Newport News, Virginia," as shown on a certain plat prepared by Sledd, Runey and Associates, P.C., dated May 31, 1990 entitled "Subdivision of the Property of R. G. Moore Building Corp., Westgate, Right-of-Way Section Two (2), The Villages of Kiln Creek, Newport News, Virginia," which was recorded August 1, 1990 in the Clerk's Office of the Circuit Court for the City of Newport News, Virginia, in Deed Book 1230 at page 558; and

TOGETHER WITH AND SUBJECT TO all rights, uses, easements, reservations, duties, charges and obligations as are contained in or shown on any attached plat to those certain instruments recorded in Deed Book 1190 at page 505; Deed Book 1230 at page 119; Deed Book 1227 at page 1531; Deed Book 1262 at page 1240; Deed Book 1262 at page 1245; Deed Book 1262 at page 1253 and in Deed Book 1329 at page 1544, among the land records of the City of Newport News, Virginia, and further TOGETHER WITH AND SUBJECT TO all rights, uses, easements, reservations, duties, charges, obligations as are contained in or shown on any attached plat to those certain instruments recorded in Deed Book 633 at page 433, Deed Book 741 at page 239, Deed Book 747 at page 346, Deed Book 790 at page 557 and in Plat Book 11 at page 286, among the land records of York County, Virginia.

LESS AND EXCEPT all of that certain lot or parcel of land lying and being situate in the County of York, Virginia, and being more particularly described on that certain plat entitled "Resubdivision of The Villages of Kiln Creek Golf Course Parcel E and Apt/Condo 2, County of York, Virginia," prepared by Sledd, Runey and Associates, P.C., Engineers, Planners and Surveyors, a copy of which was recorded in the Clerk's Office of the Circuit Court of the County of York, Virginia, in Plat Book 11 at pages 351-352.

LESS AND EXCEPT that portion of the subject property designated as Parcel B1 on plat of resubdivision of Parcels B and F, Kiln Creek Golf and Country Club, The Villages of Kiln Creek, City of Newport News, Virginia, described by metes and bounds as follows: Beginning at a point on the northeasterly right-of-way line of Kiln Creek Parkway, said point being the Intersection of the northeasterly right-of-way line of Kiln Creek Parkway with the southeasterly right-of-way line of Brick Kiln Boulevard; thence N 07° 28' 05" E a distance of 50.00 feet; thence N 64° 50' 16" E a distance of 139.50 feet to a point of curvature of a tangent curve concave to the southeast; thence northeasterly along the arc of said curve to the right, having a radius of 1,600.00 feet and a central angle of 04° 36' 01" for an arc distance of 133.28 feet to a point of reverse curvature of a tangent curve concave to the north; thence easterly along the arc of said curve to the left, having a radius of 839.90 feet and a central angle of 02° 32' 10" for an arc distance of 37.18 feet to a point of reverse curvature of a tangent curve concave to the south; thence easterly along the arc of said curve to the right, having a radius of 839.90 feet and a central angle of 06° 03' 44" for an arc distance of 88.87 feet to a non-tangent line; thence S 02° 08' 12" E a distance of 314.82 feet; thence N 87° 56' 23" E a distance of 38.63 feet; thence S 02° 38' 49" E a distance of 108.86 feet; thence S 53° 54' 36" W a distance of 111.42 feet; thence S 83° 54' 02" W a distance of 16.77 feet to a point on the arc of a non-tangent curve concave to the southwest; thence northwesterly along the arc of said curve to the left, having a radius of 2,551.25 feet and a central angle of 02° 32' 54" for an arc distance of 113.47 feet to a point of tangency; thence N 49° 58' 44" W a distance of 200.00 feet to a point of curvature of a tangent curve concave to the northeast; thence northwesterly along the arc of said curve to the right, having a radius of 834.00 feet and a central angle of 08° 00' 21" for an arc distance of 116.53 feet to the point of beginning, containing 2.710 acres, more or less, as shown on plat entitled "Plat of Resubdivision, Parcels B and F, Kiln Creek Golf and Country Club, The Villages of Kiln Creek, City of Newport News, Virginia," prepared by Sledd, Runey & Associates, P.C., dated January 25, 1994.

LESS AND EXCEPT that portion of the subject property designated Parcel B2 on plat of resubdivision of Parcels B and F, Kiln Creek Golf and Country Club, The Villages of Kiln Creek, City of Newport News, Virginia, described by metes and bounds as follows: Beginning at a point located 259.74 feet in a northerly direction from a second point located on the northerly right-of-way line of Brick Kiln Boulevard, said second point being located 862.13 feet in an easterly and northerly direction from a third point located on the northeasterly right-of-way line of Kiln Creek Parkway, said third point being the intersection of the northeasterly right-of-way line of Kiln Creek Parkway with the southeasterly right-of-way line of Brick Kiln Boulevard; thence northwesterly along the arc of a curve to the left, having a radius of 75.00 feet and a central angle of 25° 18' 55" for an

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arc distance of 33.14 feet to a point of reverse curvature of a tangent curve concave to the east; thence northerly along the arc of said curve to the right, having a radius of 100.00 feet and a central angle of $83^{\circ} 44' 59''$ for an arc distance of 146.17 feet to a point of reverse curvature of a tangent curve concave to the west; thence northerly along the arc of said curve to the left, having a radius of 75.00 feet and a central angle of $56^{\circ} 06' 41''$ for an arc distance of 73.45 feet to a point of reverse curvature of a tangent curve concave to the east; thence northerly along the arc of said curve to the right, having a radius of 125.00 feet and a central angle of $07^{\circ} 08' 29''$ for an arc distance of 15.58 feet to a non-tangent line; thence S $81^{\circ} 01' 00''$ E a distance of 166.00 feet; thence S $08^{\circ} 59' 00''$ W a distance of 80.00 feet; thence N $81^{\circ} 01' 00''$ W a distance of 30.06 feet; thence S $08^{\circ} 59' 00''$ W a distance of 29.17 feet; thence S $81^{\circ} 01' 00''$ E a distance of 6.59 feet; thence S $08^{\circ} 59' 00''$ W a distance of 66.65 feet; thence N $81^{\circ} 01' 00''$ W a distance of 25.00 feet; thence S $08^{\circ} 59' 00''$ W a distance of 67.00 feet; thence N $81^{\circ} 01' 00''$ W a distance of 78.11 feet to the point of beginning, containing 0.789 acres, more or less, as shown on the plat entitled "Plat of Resubdivision, Parcels B and F, Kiln Creek Golf and Country Club, The Villages of Kiln Creek, City of Newport News, Virginia," prepared by Sledd, Runey & Associates, P.C., dated January 25, 1994.

LESS AND EXCEPT that portion of the subject property designated Parcel B3 on plat of resubdivision of Parcels B and F, Kiln Creek Golf and Country Club, The Villages of Kiln Creek, City of Newport News, Virginia, described by metes and bounds as follows: Beginning at a point located N $46^{\circ} 06' 45''$ E a distance of 324.20 feet from a second point located on the northeasterly right-of-way line of Kiln Creek Parkway, said second point being located 663.26 feet in a southeasterly direction from a third point located on the northeasterly right-of-way line of Kiln Creek Parkway, said third point being the intersection of the northeasterly right-of-way line of Kiln Creek Parkway with the southeasterly right-of-way line of Brick Kiln Boulevard; thence N $53^{\circ} 52' 52''$ E a distance of 280.00 feet; thence S $36^{\circ} 07' 08''$ E a distance of 136.00 feet; thence S $53^{\circ} 52' 52''$ W a distance of 280.00 feet; thence N $36^{\circ} 07' 08''$ W a distance of 136.00 feet to the point of beginning, containing 0.874 acres, more or less, as shown on plat entitled "Plat of Resubdivision, Parcels B and F, Kiln Creek Golf and Country Club, The Villages of Kiln Creek, City of Newport News, Virginia," prepared by Sledd, Runey & Associates, P.C., dated January 25, 1994.

LESS AND EXCEPT that portion of the subject property designated Parcel B4 on plat of resubdivision of Parcels B and F, Kiln Creek Golf and Country Club, The Villages of Kiln Creek, City of Newport News, Virginia, described by metes and bounds as follows: Beginning at a point on the northeasterly right-of-way line of Kiln Creek Parkway a distance of 520.07 feet in a southeasterly direction from a second point on the northeasterly right-of-way line of Kiln Creek Parkway, said second point being the intersection of the northeasterly right-of-way line of Kiln Creek Parkway with the southeasterly right-of-way line of Brick Kiln Boulevard; thence N $53^{\circ} 57' 31''$ E a distance of 58.66 feet; thence N $36^{\circ} 02' 29''$ W a distance of 44.28 feet; thence N $53^{\circ} 57' 31''$ E a distance of 44.36 feet; thence S $36^{\circ} 03' 51''$ E a distance of 169.48 feet; thence S $53^{\circ} 57' 31''$ W a distance of 84.93 feet; thence N $43^{\circ} 53' 15''$ W a distance of 58.82 feet to a point of curvature of a tangent curve

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concave to the southwest; thence northwesterly along the arc of said curve to the left, having a radius of 2,551.25 feet and a central angle of 01° 31' 13" for an arc distance of 67.70 feet to the point of beginning, containing 0.314 acres, more or less, as shown on plat entitled "Plat of Resubdivision, Parcels B and F, Kiln Creek Golf and Country Club, The Villages of Kiln Creek, City of Newport News, Virginia, prepared by Sledd, Runey & Associates, P.C., dated January 25, 1994.

LESS AND EXCEPT that portion of the subject property conveyed to The Hersand Companies, a Virginia corporation, by deed dated August 25, 1993 and recorded in the Clerk's Office of the Circuit Court of the County of York, Virginia, in Deed Book 747 at page 346.

PARCEL II: That portion of Industrial 1 (One) Area, The Villages of Kiln Creek, York County, Virginia, described by metes and bounds as follows:

Beginning at a point located N 36° 37' 02" W a distance of 237.99 feet from the northwest corner of Lexington Subdivision; thence N 36° 37' 02" W a distance of 777.06 feet; thence N 56° 35' 53" E a distance of 1709.47 feet; thence S 76° 14' 48" E a distance of 65.21 feet; thence S 46° 33' 28" E a distance of 748.33 feet; thence S 56° 37' 06" W a distance of 1880.55 feet to the point of beginning, containing 32.26 acres, more or less.

PARCEL III: Parcel G, Kiln Creek Golf and Country Club Limited Partnership, York County, Virginia, described by metes and bounds as follows:

Beginning at the southeast corner of Kiln Creek Golf and Country Club Fairway No. 12; thence N 21° 09' 02" E a distance of 945.88 feet; thence N 41° 40' 21" E a distance of 575.47 feet; thence S 63° 41' 24" E a distance of 271.00 feet; thence S 14° 29' 03" E a distance of 453.01 feet; thence N 80° 28' 45" E a distance of 181.17 feet; thence S 28° 03' 06" E a distance of 489.13 feet; thence S 14° 29' 58" E a distance of 203.80 feet; thence S 51° 00' 14" W a distance of 400.10 feet; thence S 38° 59' 46" E a distance of 15.00 feet; thence S 51° 00' 14" W a distance of 574.26 feet; thence N 66° 36' 50" W a distance of 460.04 feet to a point of curvature of a tangent curve concave to the northeast; thence northwesterly along the arc of said curve to the right, having a radius of 910.00 feet and a central angle of 02° 26' 05" for an arc distance of 38.67 feet to a point of compound curvature of a tangent curve concave to the east; thence northwesterly and northerly along the arc of said curve to the right, having a radius of 25.00 feet and a central angle of 92° 19' 47" for an arc distance of 40.29 feet to a point tangency; thence N 28° 09' 02" E a distance of 204.08 feet; thence S 79° 20' 58" E a distance of 335.03 feet; thence N 44° 09' 02" E a distance of 100.00 feet; thence N 30° 39' 02" E a distance of 185.00 feet; thence N 42° 39' 02" E a distance of 175.00 feet; thence N 47° 39' 02" E a distance of 135.52 feet; thence N 05° 20' 58" W a distance of 95.96 feet; thence N 46° 20' 58" W a distance of 145.24 feet; thence N 49° 20' 58" W a distance of 310.00 feet; thence N 12° 20' 68" W a distance of 150.00 feet; thence S 77° 39' 02" W a distance of 135.00 feet; thence S 31° 55' 01" W a distance of 114.32 feet; thence S 21° 09' 02" W a distance of 635.86 feet; thence S 09° 50' 58" E a distance of 197.46 feet; thence S 28° 09' 02" W a distance of 192.91 feet to a point of curvature of a tangent curve concave to the north; thence southwesterly and westerly along the arc of said curve to the right, having a radius of 25.00 feet and a central angle of

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94° 47' 48" for an arc distance of 41.36 feet to a point of compound curvature of a tangent curve concave to the northeast; thence northwesterly along the arc of said curve to the right, having a radius of 910.00 feet and a central angle of 15° 26' 21" for an arc distance of 245.21 feet to a point of tangency; thence N 41° 36' 50" W a distance of 76.25 feet to the point of beginning, containing 25.652 acres, more or less, as shown on plat entitled "Subdivision of the Property of Kiln Creek Golf and Country Club Limited Partnership, Parcel G, York County, Virginia," prepared by Sledd, Runey & Associates, P.C., dated March 25, 1994.

AND

That portion of Industrial 1 (One) Area, The Villages of Kiln Creek, Newport News, Virginia, described by metes and bounds as follows:

Beginning at a point located N 36° 37' 02" W a distance of 237.99 feet from the northwest corner of Lexington Subdivision; thence S 56° 37' 06" W a distance of 164.98 feet; thence N 30° 56' 57" W a distance of 776.48 feet; thence N 56° 35' 53" E a distance of 88.16 feet; thence S 36° 37' 02" E a distance of 777.06 feet to the point of beginning, containing 2.254 acres, more or less.

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EXHIBIT B

Parcel B5 as shown on that certain draft plat of subdivision prepared by Campbell Land Surveying, Inc. dated December 10, 2013 entitled, "Subdivision of the Remainder of Parcel B (D.B. 1363, PG. 1914), PROPERTY OF PROPERTY OF K.C.C.C., LLC (sic), a Virginia limited liability company, City of Newport News, Virginia," recorded in the Clerk's Office of the Circuit Court of Newport News, Virginia as Exhibit B to the deed from KCCC, L.L.C. to the Villages of Kiln Creek Owners Association, as it may be amended pursuant to City subdivision plat approval, more particularly described by the following metes and bounds description:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY OF KILN CREEK PARKWAY, A PUBLIC RIGHT OF WAY, WHERE THE COMMON PROPERTY LINE BETWEEN THE NEW PARCEL B-5 AND THE PROPERTY OF MEADOW LAND, LLC (PARCEL B1B) INTERSECT THE RIGHT OF WAY LINE; THENCE FROM THE POINT OF BEGINNING THUS ESTABLISHED, ALONG THE COMMON PROPERTY LINE WITH MEADOW LAND, LLC N-83-54-02-E, 16.78' TO A POINT; THENCE N-53-54-36-E, 111.42' TO A POINT ; THENCE N-02-38-49-W, 108.86' TO A POINT ; THENCE S-87-56-23-W, 38.63' TO A POINT; THENCE N-02-08-12-W, 314.82' TO A POINT ON THE EASTERLY RIGHT OF WAY OF BRICK KILN BOULEVARD, A PUBLIC RIGHT OF WAY ; THENCE ALONG THE RIGHT OF WAY OF BRICK KILN BOULEVARD ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 839.90' AND AN ARC LENGTH OF 24.07' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 300.00' AND AN ARC LENGTH OF 169.07' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 50.00' AND AN ARC LENGTH OF 32.63' TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT WITH A RADIUS OF 50.00' AND AN ARC LENGTH OF 187.53' TO A POINT ON THE RIGHT OF WAY WHERE THE COMMON PROPERTY LINE BETWEEN PARCEL B-5 AND THE WILLOW POINT SUBDIVISION MEET; THENCE ALONG THE COMMON PROPERTY LINE N-19-22-37-E , 20.00' TO A POINT ON THE NEW PROPERTY LINE BETWEEN PARCEL B-5 AND THE REMAINDER OF THE ORIGINAL PARCEL B; THENCE ALONG THE COMMON PROPERTY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 65.00' AND AN ARC LENGTH OF 117.98' TO A POINT ; THENCE N-05-22-37-E, 93.37' TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 75.00' AND AN ARC LENGTH OF 28.39' TO A POINT ON THE COMMON PROPERTY LINE WITH THE VILLAS OF KILN CREEK CONDOMINIUMS (PARCEL B-2); THENCE ALONG THE COMMON PROPERTY LINE S-81-01-00-E, 78.11' TO A POINT ; THENCE N-08-59-00-E, 67.00' TO A POINT; THENCE S-81-01-00-E, 25.00' TO A POINT; THENCE N-08-59-00-E, 66.65' TO A POINT; THENCE N-81-01-00-W, 6.59' TO A POINT; THENCE N-08-59-02-E, 29.17' TO A POINT; THENCE S-81-01-00-E, 30.06' TO A POINT; THENCE N-08-59-00-E, 80.00' TO A POINT ON THE NEW LINE BETWEEN THE NEW PARCEL B-5 AND THE REMAINDER OF PARCEL B; THENCE CONTINUING ALONG THE COMMON PROPERTY LINE S-47-02-00-E, 708.95' TO A POINT; THENCE S-47-21-51-W, 543.82' TO POINT ON THE COMMON CORNER BETWEEN THE NEW PARCEL B-5, THE REMAINDER OF PARCEL B AND THE PROPERTY OF TERRAPIN DEVELOPMENT, KC, LLC (PARCEL B-3); THENCE ALONG THE COMMON PROPERTY LINE BETWEEN THE NEW PARCEL B-5 AND THE PROPERTY OF TERRAPIN DEVELOPMENT , KC, LLC N-36-07-08-W, 136.00' TO A POINT; THENCE S-53-52-52-W, 280.00' TO A POINT; THENCE S-36-07-08-E, 136.00' TO A POINT ON THE COMMON PROPERTY LINE BETWEEN THE NEW PARCEL B-5 AND THE REMAINDER OF PARCEL B; THENCE ALONG THE COMMON PROPERTY LINE S-48-01-52-W, 305.59' TO A POINT ON THE NORTHERLY RIGHT OF WAY OF KILN CREEK PARKWAY; THENCE ALONG THE RIGHT OF WAY LINE OF KILN

000744

CREEK PARKWAY

N-43-53-15-W, 141.18' TO A POINT ON THE COMMON PROPERTY LINE WITH PARCEL B-4; THENCE ALONG THE COMMON PROPERTY LINE N-53-57-31-E, 84.93' TO A POINT; THENCE N-36-03-51-W, 169.48' TO A POINT; THENCE S-53-57-31-W, 44.36' TO A POINT; THENCE S-36-02-29-E, 44.28' TO A POINT; THENCE

S-53-57-31-W, 58.66' TO A POINT ON THE NORTHERLY RIGHT OF WAY OF KILN CREEK PARKWAY; THENCE ALONG THE RIGHT OF WAY ON A CURVE TO THE LEFT WITH A RADIUS OF 2551.25', 90.06' TO THE POINT OF BEGINNING, CONTAINING 13.1850 ACRES BEING KNOWN AS PARCEL B-5, BEING A PORTION OF THE REMAINDER OF PARCEL B SHOWN ON " PLAT OF RESUBDIVISION, PARCELS B AND F , KILN CREEK GOLF AND COUNTRY CLUB " RECORDED IN DEED BOOK 1363, PAGE 1914, BEING BOUNDED ON THE SOUTH BY KILN CREEK BOULEVARD, ON THE WEST BY THE PROPERTY OF MEADOW LAND, LLC , BRICK KILN BOULEVARD, WILLOW POINT SUBDIVISION, VILLAS AT KILN CREEK AND THE REMAINDER OF PARCEL B, ON THE NORTH AND EAST BY THE REMAINDER OF PARCEL B.

VIRGINIA: In the Clerk's Office of the York County -
Prothonotary Court, the 23rd day of
December, 20 13. This deed was
presented with the certificate annexed and admitted
to record at 3:13 o'clock P.M.

Teste: LYNN S. MENDIBUR, CLERK

By: Jusa Brode D.C.

180015895

DOC. NO. 180015895

2010 DEC -6 AM 11:26

GARY S. ANDERSON, CLERK BY

5 pgs
#21
env

090017258

SECOND AMENDED AND RESTATED

DECLARATION OF COVENANTS AND RESTRICTIONS OF

VILLAGES OF KILN CREEK OWNERS ASSOCIATION

After Recording Return To:
LeClairRyan
5388 Discovery Park Blvd.
3rd Floor
Williamsburg, VA 23188

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS OF
VILLAGES OF KILN CREEK OWNERS ASSOCIATION**

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SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS OF
VILLAGES OF KILN CREEK OWNERS ASSOCIATION

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS (“this Declaration”) is made this 25th day of August, 2009, by **VILLAGES OF KILN CREEK OWNERS ASSOCIATION**, a Virginia non-stock corporation (“Association”) having an address of 1405-C Kiln Creek Parkway, Newport News, VA 23602 [index as “Grantor” and “Grantee” for recording purposes].

RECITALS

A. By instrument entitled “Villages of Kiln Creek Declaration of Covenants and Restrictions,” dated May 25, 1988 and recorded June 3, 1988 in the Clerk’s Office of the Circuit Court for the City of Newport News, Virginia (the “Newport News Clerk’s Office”), in Deed Book 1176, page 0099, and in the Clerk’s Office of the Circuit Court for the County of York, Virginia (the “York Clerk’s Office”), in Deed Book 545, page 245 (the “Original Declaration”), Kiln Creek Associates, a Virginia general partnership, as “Developer” subjected certain real property more particularly described in Exhibit A thereto to certain covenants, easements, liens, charges and restrictions set forth therein.

B. By various instruments entitled “Supplementary Declaration of Covenants and Restrictions” (collectively, the “Supplemental Declarations”), Kiln Creek Associates (and its successors and assigns as “Developer”) subjected certain additional real property described in Exhibit A of each Supplemental Declaration to the Original Declaration (and later to the

“Amended and Restated Declaration” and the “First Amended and Restated Declaration” as hereinafter defined).

C. By Deed dated December 31, 1990, and recorded in the Newport News Clerk’s Office in Deed Book 1241, page 316, and in the York Clerk’s Office in Deed Book 602, page 374, Kiln Creek Associates conveyed to Villages of Kiln Creek Limited Partnership all of its right, title and interest in and to certain of the real property shown on the Development Plan (as defined in the Original Declaration), and comprising the Properties (as defined in the Original Declaration).

D. By Assignment and Assumption Agreement dated December 31, 1990, and recorded in the Newport News Clerk’s Office in Deed Book 1241, page 374, and in the York Clerk’s Office in Deed Book 602, page 432, Kiln Creek Associates assigned all of its right, title and interest as “Developer” under the Original Declaration and the Land Use Matters (as therein defined) to Villages of Kiln Creek Limited Partnership.

E. By instrument entitled “Villages of Kiln Creek Amended and Restated Declaration of Covenants and Restrictions” dated April 1, 1991 and recorded in the Newport News Clerk’s Office in Deed Book 1248, at page 719 and in the York Clerk’s Office in Deed Book 612, at page 286, the Original Declaration was amended and restated (the “Amended and Restated Declaration”).

F. The Amended and Restated Declaration was subsequently amended by instrument entitled “First Amendment to Amended and Restated Declaration of Covenants and Restrictions” dated August 1, 1991 and recorded in the Newport News Clerk’s Office in Deed Book 1263 (1258), at page 1009 (631), and in the York Clerk’s Office in Deed Book 624, at page 565 (the “First Amendment”); and by instrument entitled “Second Amendment to Amended and Restated

Declaration of Covenants and Restrictions” dated September 13, 1991 and recorded in the Newport News Clerk’s Office in Deed Book 1265, at page 139, and in the York County Clerk’s Office in Deed Book 637, at page 577 (the “Second Amendment”).

G. By instrument dated June 30, 1992, and recorded in the Newport News Clerk’s Office, and in the York Clerk’s Office, Villages of Kiln Creek Limited Partnership assigned all of its rights, titles, interest as “Developer” to Kiln Creek Joint Venture, a Virginia general partnership. By instrument dated on or about August 25, 1993 and recorded in the Newport News Clerk’s Office, and in the York Clerk’s Office, Kiln Creek Joint Venture assigned all of its rights, titles and interests as “Developer” to D & B Venture, L.C., a Virginia limited liability company.

H. By Third Amendment (“Third Amendment”) to Amended and Restated Declaration of Covenants and Restrictions dated August 18, 2004, and recorded in the Newport News Clerk’s Office in Deed Book 1947, page 1995, and in the York Clerk’s Office as instrument number LR040017641, the Amended and Restated Declaration was further amended. The Amended and Restated Declaration as further amended by the First Amendment, Second Amendment and Third Amendment is hereinafter referred to as the “First Amended and Restated Declaration.”

I. Article IX, Section 9.2 of the First Amended and Restated Declaration provides that the First Amended and Restated Declaration may be amended “by a vote of two-thirds of the sum of (A) the Class A votes (including Developer as to Class A votes held by Developer) plus (B) the Class B votes, if any.”

J. Article IX, Section 9.2 of the First Amended and Restated Declaration provides that the “provisions of Articles II and VIII and Sections 3.2, 4.7, 5.8, 6.9 and this Section 9.2

may not be amended in any event without the written consent of Developer regardless of whether the Class B membership has terminated.”

K. The Class B membership has expired and, therefore, there is no Class B Member and no Class B vote. Furthermore, according to the records of the State Corporation Commission of the Commonwealth of Virginia, the Developer, D&B Venture, L.C., no longer exists and, therefore, the consent of D&B Venture, L.C. to the amendments set forth herein is not required.

L. The Association has determined it is in the best interests of the Association to amend and restate the First Amended and Restated Declaration in its entirety and to adopt the amendments set forth in this Second Amended and Restated Declaration, and the Owners of two-thirds or more of the Lots have approved this Second Amended and Restated Declaration.

NOW, THEREFORE, the First Amended and Restated Declaration is amended to delete Articles I through XI in their entirety, and the following Articles I through XI are hereby substituted therefor. This Declaration may be executed in counterparts, all of which shall be read together as one document.

ARTICLE I

DEFINITIONS

Section 1.1. “Additional Area” shall have the meaning set forth in Section 2.1 of this Declaration.

Section 1.2. “Annual Assessment” shall have the meaning set forth in Section 5.3 of this Declaration.

Section 1.3. “Architectural Review Board” shall have the meaning set forth in Section 6.1 of this Declaration.

Section 1.4. “Articles” means the Second Amended and Restated Articles of Incorporation of Villages of Kiln Creek Owners Association, as the same may be amended from time to time.

Section 1.5. “Association” means the Villages of Kiln Creek Owners Association, a Virginia nonstock corporation, its successors and assigns.

Section 1.6. “Bylaws” means the Second Amended and Restated Bylaws of Villages of Kiln Creek Owners Association, as the same may be amended from time to time.

Section 1.7. “Clerks’ Offices” means collectively the Newport News Clerk’s Office and the York Clerk’s office.

Section 1.8. “Common Area” means (i) all of the real estate specifically designated as “Common Area” on recorded plats of the Properties, in any Supplemental Declaration or in any amendment to this Declaration or in any other instrument executed by Developer and recorded in one or both of the Clerks’ Offices; (ii) the portions of the Properties, if any, designated for “buffer zones,” “scenic easements” or similar purposes on recorded plats of the Properties and conveyed (by deed or easement) to and accepted by the Association; and (iii) all other real property and improvements or facilities now or hereafter owned by the Association which are intended to be devoted to the common use and enjoyment of the Owners and such non-Owners, if any, who have been authorized to use such Common Area pursuant to Sections 4.1, 4.2 and/or 4.6 hereof. The Common Area includes or may in the future include, without limitation, certain streets which are not dedicated to the public, areas set aside for pedestrian and/or bicycle paths and other recreational facilities intended to be used by the owners. The term “Common Area” shall not be interpreted to include “Neighborhood Common Area.” Portions of the Common Area may be designated by the Association’s Board of Directors pursuant to Section 4.4 hereof

as “Limited Common Area(s)” for the primary or exclusive use of one or more but less than all of the Owners and such non-Owners, if any, who have been authorized to use such Limited Common Area pursuant to Sections 4.1, 4.2 and/or 4.6 hereof. Also, certain Parcels and/or Neighborhoods include open space areas, easements and facilities which are intended to be maintained privately either by private ownership or by separate associations and which are not designated as Common Area, Limited Common Area or Neighborhood Common Area and will not be maintained by the Association.

Section 1.9. “Declaration” means this Second Amended and Restated Declaration of Covenants and Restrictions, as the same may from time to time be supplemented or amended.

Section 1.10. “Developer” means D&B Venture, L.C., a Virginia limited liability company (which was the successor in interest to Kiln Creek Joint Venture, a Virginia general partnership which was the successor in interest to Villages of Kiln Creek Limited Partnership, a Virginia limited partnership, which was the successor in interest to Kiln Creek Associates, a Virginia general partnership).

Section 1.11. “General Assessments” shall have the meaning set forth in Section 5.3 of the Declaration.

Section 1.12. “Governing Documents” means the Articles, the Bylaws, this Declaration and any Supplemental Declaration, as the same may be amended or supplemented from time to time.

Section 1.13. “Improvement” shall have the meaning set forth in section 6.2 of this Declaration.

Section 1.14. “Limited Common Area” means a portion of the Common Area or the Neighborhood Common Area designated by the Association’s Board of Directors pursuant to

Section 4.4 hereof for the exclusive use of one or more but less than all of the Owners and such non-Owners, if any, who have been authorized to use such Limited Common Area pursuant to Sections 4.1, 4.2 and/or 4.6 hereof.

Section 1.15. “Lot” means any lot which is shown on a recorded subdivision plat of a Neighborhood (or any subsequently recorded subdivision plat) or, with respect to condominiums, a governmentally approved site plan, and on which is constructed or is to be constructed (i) a single family, detached residence; (ii) a townhouse; (iii) a zero lot line residence or other type of cluster house; or (iv) any condominium unit within a condominium created pursuant to the Condominium Act of Virginia, Section 55-79.39 et seq. of the Virginia code, as the same may be amended from time to time. The term “Lot” shall not include any portion of the Properties which at the time in question is not included in a recorded subdivision plat of a Neighborhood, or with respect to condominiums a governmentally approved site plan, nor shall “Lot” include Common Areas, Neighborhood Common Areas, Limited Common Areas, public streets or property dedicated to and accepted by a public authority.

Section 1.16. “Member” means every person or entity who holds membership in the Association.

Section 1.17. “Neighborhood” means one (1) or more Lots which are part of the same subdivision and are subject to the same Supplemental Declaration.

Section 1.18. “Neighborhood Assessment” shall have the meaning set forth in Section 5.3 of this Declaration.

Section 1.19. “Neighborhood Common Area” means the real property exclusive of Lots and any improvements thereon which is located within the boundaries of the Neighborhoods of Southlake, Lakeside and Claymill Corner as established by the Supplemental Declaration for the

respective Neighborhood and which is for the primary use and enjoyment of Owners residing in such Neighborhood and has been accepted as such by the Association. Stating further, the real property conveyed to the Association by the Southlake Deed (as defined in the Third Amendment to Amended and Restated Declaration of Covenants and Restrictions) constitutes Neighborhood Common Area for the Neighborhood of Southlake; the real property conveyed to the Association by the Lakeside Deed (as defined in the Third Amendment to Amended and Restated Declaration of Covenants and Restrictions) constitutes Neighborhood Common Area for the Neighborhood of Lakeside; and the real property conveyed to the Association by the Claymill Corner Deed (as defined in the Third Amendment to Amended and Restated Declaration of Covenants and Restrictions) constitutes Neighborhood Common Area for the Neighborhood of Claymill Corner. The term “Neighborhood Common Area” may also include real property, if any, classified as such pursuant to any Supplemental Declaration entered into by the Association pursuant to Article II below.

Section 1.20. “Owner” means the record holder, whether one or more persons or entities, of fee simple title to any Lot or Parcel, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.21. “Parcel” means any portion of the Properties subdivided from the residue thereof for the purpose of either (i) resubdivision into Lots or (ii) the construction of residential apartments thereon.

Section 1.22. “Parcel Developer” means any person or entity who purchases a Parcel for the purpose of development and sale of Lots.

Section 1.23. “Properties” means all property currently subjected to this Declaration, together with such other real property as may from time to time be subjected in whole or in part to this Declaration pursuant to Article II hereof.

Section 1.24. “Supplemental Declaration” shall have the meaning set forth in Section 2.3 hereof.

Section 1.25. “Virginia Code” shall mean the Code of Virginia (1950), as in effect on the first date of recordation of this Declaration and as amended from time to time thereafter. Except as otherwise expressly permitted herein, if any sections of the Virginia Code referred to in this Declaration are hereafter repealed or recodified, each such reference shall be deemed to apply to the section of the Virginia Code that is the successor to the previous section referred to herein, or, if there is no successor section, such reference shall be interpreted as if the section had not been repealed.

Section 1.26. “Zoning Ordinance” means (i) the Ordinance now set forth and contained in Chapter 24.1 of the County Code of York County, Virginia, as adopted as of the recordation of this Declaration in the York Clerk’s Office as may be amended from time to time (the “York County Zoning Ordinance”); (ii) the Ordinance now set forth and contained in Chapter 45 of the Code of Ordinances City of Newport News, Virginia, as adopted as of the recordation of this Declaration in the Newport News Clerk’s Office as may be amended from time to time (the “Newport News Zoning Ordinance”); (iii) the ordinances adopted by the Board of Supervisors of the County of York on June 2, 1988 [Case No. 088-20(R-1)], as amended on March 7, 1991 [Ordinance No. 091-7] including all proffered conditions incorporated therein, pursuant to which that portion of the Properties located in York County, Virginia was rezoned as a Planned Development - Major Residential Community (“PD-MRC”); (iv) the ordinances adopted by the

City Council of the City of Newport News on January 28, 1986 [Ordinance No. 3416-86], as amended on September 30, 1986 (Ordinance No. 3496-86); on November 24, 1987 [Ordinance No. 3672-87]; and on July 26, 1988 [Ordinance No. 3757-88], including all proffered conditions incorporated therein, pursuant to which that portion of the Properties located in the City of Newport News, Virginia was rezoned as a Planned Residential Development (“PRD”); and (v) all other zoning ordinances, rules and regulations applicable to the Properties. If the York County Zoning Ordinance, the Newport News Zoning Ordinance, the PD-MRC or PRD ordinances or any other applicable ordinances, rules and regulations in effect on the first date of recordation of this Declaration are subsequently repealed, amended or supplemented in any respect or if any variances or waivers are subsequently granted with respect thereto, the term “Zoning Ordinance” when used in interpreting or applying this Declaration at any point in time shall mean the foregoing ordinances and such other ordinances, rules and regulations as such respective ordinances, rules and regulations as have been repealed, amended, supplemented, varied or waived as of such point in time.

ARTICLE II

ADDITIONS TO THE PROPERTIES

Section 2.1. Additional Area. The real estate which is subject to this Declaration as of the date of its recordation in the Clerks’ Offices is described in Exhibit A hereto. The Developer's right to unilaterally extend the Declaration to portions of the Additional Area has expired. The Additional Area includes real estate located within a two (2) mile radius of the real estate described in Exhibit A (the “Additional Area”). The Association, by (i) the affirmative vote of two-thirds (2/3) or more of the directors serving on the Board of Directors of the Association and (ii) the consent in writing of the Owners of a majority or more of the Lots within

the Properties subject to this Declaration, may authorize the President of the Association to execute a Supplemental Declaration to extend this Declaration to all or portions of the Additional Area provided the Owner(s) of such Additional Area consent to such extension as evidenced by such Owner(s) joining in an instrument of record subjecting such real property to the covenants, liens, restrictions, easements, and other provisions of this Declaration. However, the Association shall not be obligated to bring all or any part of the Additional Area within the scheme of development established by this Declaration, and no negative reciprocal easement shall arise out of this Declaration so as to benefit or bind any portion of the Properties or the Additional Area until such portion of the Additional Area is expressly subjected to the provisions of this Declaration in accordance with Section 2.2 below and then such portion of the Additional Area shall be subject to any additions, deletions and modifications as are made pursuant to Section 2.2.

Section 2.2. Right to Subject Additional Area to Declaration. Each of the additions authorized pursuant to this Article II shall be made by Association's recordation in the applicable Clerk's Office of a Supplemental Declaration describing the portion(s) of the Additional Area subjected to this Declaration. Each such instrument may contain such additions, deletions and modifications to the provisions of this Declaration as may be desired by the Association. However, no negative reciprocal easement shall arise out of any additions, deletions or modifications to this Declaration made in the instruments which subject the Additional Area to this Declaration except as to the real estate expressly subject to such additions, deletions and modifications.

Section 2.3. Supplemental Declarations. In addition to subjecting the Additional Area to this Declaration as provided in Section 2.2, the Association may, in its discretion, execute and

record one or more supplemental declarations (each a “Supplemental Declaration”) for the purpose of establishing certain additional or different covenants, easements and restrictions (including without limitation a different level of assessments) applicable to a specific Neighborhood or Neighborhoods or certain specified Lot(s) and/or Parcel(s). However, no negative reciprocal easement shall arise out of any Supplemental Declaration so as to bind any real property not expressly subjected thereto.

Section 2.4. Power Not Exhausted by One Exercise, Etc. No exercise of the power granted Association hereunder as to any portion of the Additional Area shall be deemed to be an exhaustion of such power as to other portion(s) of the Additional Area not so subjected to the provisions hereof or to the provisions of a Supplemental Declaration. The discretionary right of the Association to subject the Additional Area to the provisions of this Declaration or a Supplemental Declaration is conditioned upon and subject to the prior approval of the Board of Directors of the Association and the required written consent of the requisite amount of Owners as set forth in Section 2.1 and therefore the requirements set forth in Section 9.2 for amendments to this Declaration shall not apply to this Article II. The failure of the Association to extend the provisions of this Declaration to the Additional Area or any portion(s) thereof shall not be deemed to prohibit the establishment of a separate scheme of development (including provisions substantially similar or identical to those contained herein) for such portion(s) of the Additional Area to which this Declaration is not extended.

Section 2.5. Development of Additional Area. The portion(s) of the Additional Area subjected to the provisions of this Declaration may contain additional Common Areas, Limited Common Areas, Neighborhood Common Areas and facilities to be owned and/or maintained by the Association.

ARTICLE III

VILLAGES OF KILN CREEK OWNERS ASSOCIATION

Section 3.1. Membership. Every Owner of a Lot and a Parcel shall be a member of the Association. Membership shall be appurtenant to, and shall not be separated from, ownership of any Lot or Parcel. Upon the recordation of a deed to a Lot or a Parcel or upon any other transfer or conveyance of the record title to any Lot or Parcel, the membership of the former Owner shall cease and the Owner who acquires record title shall become a member of the Association.

Section 3.2. Classes of Membership. The Developer's Class B Membership has expired, and, therefore, the Association now has one (1) class of voting membership. All Owners of Lots and Parcels including Developer as to any Lots owned by Developer shall be Class A members.

Section 3.3. Voting Rights. (a) Each Class A member shall be entitled to cast one vote for each Lot and Parcel owned.

(b) Notwithstanding subsection (a) above, if a Parcel is developed for residential apartment use, the Owner thereof shall be entitled to cast the product of three (3) Class A votes per acre multiplied by the acreage of the Parcel. If such product is other than a whole number, the product shall be adjusted upward to the nearest whole number.

Section 3.4. Suspension of Voting Rights. The Board of Directors of the Association may suspend the voting rights of any Member subject to assessment under this Declaration during the period when any such assessment shall be past due, but upon payment of such assessment the voting rights of such Member shall automatically be restored. The Board of Directors, after appropriate due process, may also suspend the voting rights of any Member who is in violation of the Governing Documents or the rules or architectural guidelines promulgated

by the Association and/or who allows a violation to exist on his/her Lot if such violation remains uncorrected after the last day of a period established for correction by the Association (such period to be stated in a notice to the Owner together with a statement of the violation complained of and the manner of its correction).

Section 3.5. Articles and Bylaws to Govern; Property Owners' Association Act.

Except to the extent expressly provided in this Declaration and in any Supplemental Declaration, all the rights, powers, and duties of the Association and the Members, including the Members' voting rights, shall be governed by the Articles and the Bylaws. However, in the event of any conflict or inconsistency between the provisions of this Declaration or any Supplemental Declaration and the provisions of the Articles or Bylaws, this Declaration and all Supplemental Declarations (to the extent applicable) shall control. In addition to all of the rights, powers and duties of the Association provided in this Declaration and the Supplemental Declarations, the Association shall have all of the rights, powers and duties provided in the Virginia Property Owners' Association Act, Section 55-508 et seq. of the Virginia Code, as the same may be amended from time to time.

Section 3.6. Neighborhoods. The Lots within a particular Neighborhood may be subject to additional covenants other than as set forth in this Declaration (including any Supplemental Declaration), and the Owner of a Lot may be a member of another owners association in addition to the Association. In addition, the Bylaws and/or some Supplemental Declarations may provide for the establishment of a Neighborhood Advisory Board or a Neighborhood Advisory Committee for each Neighborhood to advise the Board of Directors of the Association with regard to matters affecting such Neighborhood, including, without limitation, making recommendations regarding the proposed annual budget with regard to

Neighborhood Assessments payable by Owners within such Neighborhood. The Board of Directors may adopt rules and procedures to govern Neighborhood Advisory Boards and Neighborhood Advisory Committees, which rules and procedures may include, without limitation, a means by which an Owner who serves on a Neighborhood Advisory Board or a Neighborhood Advisory Committee may be removed by the Board of Directors of the Association after appropriate due process. Neighborhood Advisory Boards and Neighborhood Advisory Committees constitute standing committees of the Association and shall be subject to the same rules and procedures applicable to other committees of the Association.

ARTICLE IV

COMMON AREA, LIMITED COMMON AREA AND NEIGHBORHOOD COMMON AREA

Section 4.1. Obligations of the Association. The Association, subject to the rights of the Members set forth in this Declaration, and subject to the rights, if any, of non-Owners, but only to the extent non-Owners are granted rights pursuant to this Declaration, shall be responsible for the maintenance, management, operation and control, for the benefit of the Members, of the Common Area, the Limited Common Area and the Neighborhood Common Area and all improvements thereon (including fixtures, personal property and equipment related thereto) and shall keep the Common Area, the Limited Common Area, the Neighborhood Common Area and the improvements thereon in accordance with the requirements of the Zoning Ordinance, this Declaration and any applicable Supplemental Declaration, and the Association shall keep the same in good, clean, and attractive condition, order and repair.

The Association shall be responsible for the management, control and maintenance of all street intersection signs, direction signs, temporary promotional signs, plantings, street lights, entrance features and/or "theme areas," lighting, stone, wood or masonry wall features and/or

related landscaping and bicycle/pedestrian paths erected, installed or planted in the Common Areas, the Limited Common Areas and the Neighborhood Common Areas by the Developer or the Association, for the benefit of the Members or the Association; provided such items are not maintained by the applicable municipality or the Virginia Department of Transportation at its expense and are located within: (i) easement areas reserved for the benefit of the Association by virtue of this Declaration, any Supplemental Declaration, any recorded subdivision map of the Properties, or otherwise; or (ii) street right-of-ways, whether public or private.

In addition to the Association's responsibilities regarding the Common Areas, the Limited Common Areas and the Neighborhood Common Areas, the Association, acting through its Board of Directors, shall have the express right to enter into easements, cost sharing, use, maintenance and cross access arrangements with any other person or entity, including, without limitation, the City of Newport News or the County of York, and any other property owners association providing services and/or shared facilities in the vicinity of the Properties. Any costs and/or fees payable pursuant to such arrangements shall be included in the Association's budget as part of the Association's annual costs and expenses for the applicable year.

The Association, acting through its Board of Directors shall have the right to grant licenses for portions of the Common Areas, the Limited Common Areas and/or Neighborhood Common Areas to specified person(s) or entities, who need not be Owners, for the exclusive use of such portions of Common Areas, Limited Common Areas and/or Neighborhood Common Areas.

The Association may provide educational and training opportunities within The Villages of Kiln Creek, including providing funding and permitting use of facilities for such purposes. The Association may provide education and training activities as a tool for fostering Owner

awareness of the Association's governance, operations, and concerns. Appropriate educational topics include, but shall not be limited to, dispute or conflict resolution, issues involving the Governing Documents, and benefiting from and contributing to The Villages of Kiln Creek as a planned community. The Association also may fund and support the education and training for officers and directors of the Association.

Section 4.2. Owners' Rights of Enjoyment and Use of Common Areas. Subject to the provisions of this Declaration, any applicable Supplemental Declaration, the Articles, the Bylaws, and such rules and regulations as may be adopted from time to time by the Association's Board of Directors, every Owner shall have a right of enjoyment in and to the Common Areas which right of enjoyment shall be appurtenant to and shall pass with the title to every Lot and Parcel. The Common Areas shall be used by Owners only for the purpose or purposes for which the Common Areas may have been improved by Developer, the Parcel Developer or the Association and subject to any applicable restrictions in the Zoning Ordinance. Any Common Area which has not been improved for a particular use is intended to remain in its natural condition until so improved, and any use thereof by an Owner shall not damage or disturb such natural condition or the enjoyment thereof by other Owners. The Association reserves for itself the right to grant any person(s) a license and/or similar right to make exclusive use of portions of the Common Areas.

Section 4.3. Owners' Rights of Enjoyment and Use of Neighborhood Common Areas. Subject to the provisions of this Declaration, any applicable Supplemental Declaration, the Articles, the Bylaws, and such rules and regulations as may be adopted from time to time by the Association's Board of Directors, the Owners of Lots within a particular Neighborhood shall have the primary right of enjoyment in and to the Neighborhood Common Areas located within

such Neighborhood which right of enjoyment shall be appurtenant to and shall pass with the title to every Lot within such Neighborhood. The Neighborhood Common Areas shall be used by Owners of Lots within such Neighborhood only for the purpose or purposes for which the Neighborhood Common Areas may have been improved by Developer, the Parcel Developer or the Association and subject to any applicable restrictions in the Zoning Ordinance. Any Neighborhood Common Area which has not been improved for a particular use is intended to remain in its natural condition until so improved, and any use thereof by an owner of a Lot within such Neighborhood shall not damage or disturb such natural condition or the enjoyment thereof by other Owners of Lots within such Neighborhood. The Association reserves for itself the right to grant any person(s) a license and/or similar right to make exclusive use of portions of the Neighborhood Common Areas.

Section 4.4. Limited Common Areas. The Association shall have the power to restrict portions of the Common Area for the primary use of the Owners of one or more specific Lots (and such non-Owners, if any, who have been authorized to use such areas pursuant to Sections 4.1, 4.2 and/or 4.6 hereof) by designating such portions of Common Area as "Limited Common Area".

The Association may either: (i) indicate the locations of the Limited Common Area appertaining to one or more Lots by depicting such Limited Common Area and the Lots to which it is appurtenant on a plat attached to or recorded with a Supplemental Declaration; (ii) label a portion of the Common Area as "Common Area that may be assigned as Limited Common Area" on a plat attached as an exhibit to the applicable Supplemental Declaration and thereafter assign such Limited Common Area to one or more specific Lots by unilaterally amending the Supplemental Declaration to indicate the assignment depicting the Limited Common Area being

assigned and the Lots to which it is appurtenant; or (iii) indicating that such Common Area is Limited Common Area by a description in a document recorded in the applicable Clerk's Office.

Subject to the provisions of this Declaration, any applicable Supplemental Declaration, the Articles, the Bylaws, and such rules and regulations as may be adopted from time to time by the Association's Board of Directors, the Owners of Lot(s) to which Limited Common Area has been assigned and such non-Owners, if any, who have been authorized to use such Limited Common Area pursuant to Sections 4.1, 4.2 and/or 4.6 hereof shall have the exclusive right of enjoyment in and to the Limited Common Area assigned which right of enjoyment shall be appurtenant to and shall pass with the title to every Lot to which such Limited Common Area is appurtenant. The Limited Common Areas shall be used by Owners of Lots to which such Limited Common Areas have been assigned and such non-Owners, if any, who have been authorized to use such Limited Common Area pursuant to Sections 4.1, 4.2 and/or 4.6 hereof only for the purpose or purposes for which the Limited Common Areas may have been improved by the Developer, the Parcel Developer or the Association and subject to any applicable restrictions in the Zoning Ordinance. Any Limited Common Area which has not been improved for a particular use is intended to remain in its natural condition until so improved, and any use thereof by an Owner of a Lot to which such Limited Common Area is appurtenant shall not damage or disturb such natural condition or the enjoyment thereof by other Owners of Lots to which such Limited Common Area is appurtenant. Without limiting the generality of the foregoing, the Association reserves for itself the right to grant any person(s) a license and/or similar right to make exclusive use of portions of the Limited Common Areas.

The Association's rights to designate portions of the Common Area as "Limited Common Area" under this Section 4.4, are expressly subject to the regulations of the York County Zoning

Ordinance concerning minimum Common Open Space requirements for the portion of the Properties located within York County, and, therefore, any exercise of such rights by the Association shall ensure that such minimum requirements of the York County Zoning Ordinance shall continue to be met notwithstanding the exercise of such rights hereunder by the Association.

Section 4.5. General Limitations on Owners' Rights. The Owners' rights of enjoyment in the Common Areas, the Limited Common Areas and the Neighborhood Common Areas shall be subject to the following:

(i) the right of the Association's Board of Directors to establish reasonable rules and regulations and to charge reasonable admission and other fees for the use of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas;

(ii) subject to the limitation imposed by the last sentence of Section 55-514C of the Virginia Code as in effect on the date hereof, the right of the Association's Board of Directors to suspend the right of an Owner to use or benefit from any of the Common Areas, the Limited Common Areas or the Neighborhood Common Areas for the period during which any assessment against his Lot or Parcel is delinquent;

(iii) the right of the Association's Board of Directors to suspend the right of an Owner to use or benefit from any of the Common Areas, the Limited Common Areas or the Neighborhood Common Areas for any period during which any other violation by the Owner of this Declaration, a Supplemental Declaration or the rules promulgated by the Association pursuant to this Declaration remains uncorrected after the last day of a period established for correction by the Association (such period to be stated in a notice to the

Owner together with a statement of the violation complained of and the manner of its correction);

(iv) subject to the Bylaws, the right of the Association's Board of Directors to mortgage and/or encumber any or all of the Common Areas, the Limited Common Areas or the Neighborhood Common Areas;

(v) subject to the Bylaws, the right of the Association's Board of Directors to grant or assign utility easements across the Common Areas, the Limited Common Areas and the Neighborhood Common Areas as provided in Section 8.1;

(vi) subject to the Bylaws, the right of the Association's Board of Directors to dedicate or transfer all or any part of the Common Areas, the Limited Common Areas or the Neighborhood Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be desired by the Association;

(vii) all of the other easements, covenants and restrictions provided for in this Declaration and any Supplemental Declaration(s) applicable to the Common Areas, the Limited Common Areas and/or the Neighborhood Common Areas;

(viii) subject to the right of the Association's Board of Directors to grant licenses and/or similar rights to persons to make exclusive use of the Common Areas, the Limited Common Areas and/or the Neighborhood Common Areas on such terms and conditions as deemed in the best interests of the Association by its Board of Directors; and

(ix) subject to the right of the Associations' Board of Directors to permit use of any facilities situated on Common Areas, Limited Common Areas or Neighborhood

Common Areas by persons, other than Owners, their families, lessees and guests upon payment of use fees or other consideration established by the Board of Directors.

Section 4.6. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area, the Limited Common Area or the Neighborhood Common Area to members of his family living on his Lot and to his guests, and he may transfer such right to his tenants, subject to such rules and regulations and fees as may be established from time to time by the Association's Board of Directors.

Section 4.7. Damage or Destruction of Common Area, Limited Common Area or Neighborhood Common Area by Owner. In the event any Common Area, Limited Common Area, Neighborhood Common Area or improvement or feature thereon is damaged or destroyed by an Owner, his tenants, guests, licensees, agents or members of his family, the Association may repair such damage at the Owner's expense. The Association shall repair such damage in a good and workmanlike manner in conformance with the original plans and specifications of the area or improvement involved, or as the Common Area, the Limited Common Area, the Neighborhood Common Area or improvement may have been theretofore modified or altered by the Association, in the discretion of the Association. The cost of such repairs shall become a special assessment on the Lot of such Owner and shall constitute a lien on such Owner's Lot and be collectible in the same manner as other assessments set forth herein.

Section 4.8. Failure to Maintain Common Areas, Limited Common Areas or Neighborhood Common Areas in York County. If the Association or its successor(s) shall fail to maintain the Common Areas, the Limited Common Areas or the Neighborhood Common Areas located in York County, Virginia, in accordance with Section 4.1 and the Zoning Ordinance, the

County of York, Virginia may, after giving prior written notice to the Association or to the Owners, exercise the rights set forth in Section 9.13 hereof.

ARTICLE V

ASSESSMENTS

Section 5.1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot or Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant, to pay to the Association assessments as set forth in this Declaration, any Supplemental Declaration and in the Bylaws. The assessments, together with interest thereon, late charges and costs of collection including all attorneys' fees, shall be a continuing lien upon the Lot or Parcel against which each such assessment is made in order to secure payment thereof and shall also be the personal obligation of the party who was the Owner of the Lot Or Parcel at the time the assessment fell due. No Owner may waive or otherwise avoid liability for the assessments provided herein by nonuse of the Common Areas, the Limited Common Areas, the Neighborhood Common Areas or abandonment of his Lot or Parcel. Each assessment that is not paid when due shall bear interest at the rate established by the Association's Board of Directors, which rate shall not exceed the maximum rate permitted by applicable law. Each assessment that is not paid within seven (7) days of its due date shall, at the option of the Association, incur a late charge and administration fee as each may be established from time to time by resolution duly adopted by the Board of Directors of the Association.

Section 5.2. Purpose of Assessments. The assessments levied by the Association shall be used for the management, maintenance, improvement, care, operation, renovation, repair and replacement of the Common Areas, the Limited Common Areas, the Neighborhood Common Areas and improvements thereon and other property owned or acquired by the Association of

whatsoever nature; for the discharge of all taxes and other levies and assessments against the Common Areas, the Limited Common Areas, the Neighborhood Common Areas and improvements thereon and other property owned or acquired by the Association; for the procurement of insurance by the Association in accordance with the Bylaws; for the establishment of reserves with respect to the Association's obligations; for the provision of services to Lots as may be authorized under applicable Supplemental Declarations; for the discharge of such other obligations as may be imposed upon or assumed by the Association pursuant to its Articles or Bylaws or this Declaration or any Supplemental Declaration, and any license, easement, or cost sharing, use, maintenance or cross access arrangement entered into with any other person or entity; for the payment of costs and expenses incurred by the Association in the course of its operations; and for such other purposes as may be authorized by or pursuant to the Articles, Bylaws, this Declaration or any Supplemental Declaration.

Section 5.3. Annual Assessments. "Annual Assessments" shall mean "General Assessments," "Limited Common Expense Assessments" and "Neighborhood Assessments."

(a) General Assessments.

1. Purpose. "General Assessments" shall mean those assessments used for the general purposes set forth in Section 5.2 above except that the General Assessments shall not be used for those purposes for which Neighborhood Assessments and Limited Common Expense Assessments shall be used.

2. Basis. The General Assessments shall be established and increased or decreased from time to time by the Board of Directors of the Association pursuant to the Bylaws.

(b) Neighborhood Assessments.

1. Purpose. "Neighborhood Assessments" shall mean those assessments used for such purposes as are authorized by the Supplemental Declaration for a given Neighborhood. The Neighborhoods of Southlake, Claymill Corner and Lakeside are subject to Neighborhood Assessments, which assessments are used to fund the costs of managing, owning, operating, maintaining, insuring, repairing and replacing the Neighborhood Common Areas and improvements thereon as well as the provision of services described in the applicable Supplemental Declaration for each of these Neighborhoods.

2. Basis. The respective Supplemental Declarations for the Neighborhoods of Southlake, Claymill Corner, and Lakeside provide the basis by which all Lots within the Neighborhoods of Southlake, Claymill Corner, and Lakeside shall be assessed for Neighborhood Assessments. If additional Neighborhoods are created pursuant to Article II hereof, the Supplemental Declaration applicable to such Neighborhood shall specify whether the Lots within such Neighborhood shall be assessed Neighborhood Assessments, and, if so, the basis of such Neighborhood Assessments.

(c) Limited Common Expense Assessments.

1. Purpose. "Limited Common Expenses" are those expenses attributable to managing, maintaining, improving, caring, operating, renovating, repairing, establishing appropriate reserves for, insuring and replacing Limited Common Areas, as well as the cost of providing certain services to individual Lots. The purpose of the "Limited Common Expense Assessment" is to provide a means whereby the Owners of Lots which directly benefit from specific Limited Common Area and/or certain services applicable to individual Lots pay their

proportionate share of the Limited Common Expenses attributable to such Limited Common Area and/or services.

2. Basis. Limited Common Expenses may be assessed by the Association only against the Lots benefited in proportion to their relative General Assessment liability, inter se or based on usage, as appropriate. Such Limited Common Expenses shall be determined as follows:

(i) Any expenses incurred in the managing, maintaining, improving, caring, operating, renovating, repairing, establishing appropriate reserves for, incurring and replacing Limited Common Area may be assessed only against the Lots served by such Limited Common Area; and

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

Section 5.4. Special Assessments. In addition to the General, Neighborhood Assessments and Limited Common Expense Assessments, the Board of Directors of the Association may levy a periodic special assessment if the purpose in doing so is found by the Board of Directors to be in the best interest of the Association and the proceeds of such assessment are used for (1) the maintenance and upkeep, including capital expenditures, of the Common Area [or of (i) the Neighborhood Common Area, provided the special assessment is levied against only those Lots within such Neighborhood or (ii) the Limited Common Area, provided the special assessment is levied against only those Lots served by such Limited Common Area]; and (2) the discharge of taxes, the procurement of insurance, the establishment of reserves, payment of costs and expenses incurred by the Association in the course of its operations, and the discharge of such services and other obligations as may be assumed by the Association pursuant to its Articles, Bylaws, the Declaration or any Supplemental Declaration or

any cost sharing, use or cross easement arrangements entered into with any other person, and for such other purposes as authorized by or pursuant to the Articles or Bylaws.

Section 5.5. Date of Commencement of Annual Assessments. Subject to Section 5.9, the Annual Assessments provided for herein shall commence as to each Lot or Parcel on the first day of the month following the recordation of the deed to such Lot or Parcel to an Owner who purchases the same. The first Annual Assessment on a Lot or Parcel shall be adjusted according to the number of months remaining in the calendar year. Unless the Board of Directors of the Association amends the Bylaws to provide otherwise, the Annual Assessments shall be paid as provided in the Bylaws.

Section 5.6. Effect of Nonpayment of Assessments; Remedies of Association. The lien of the assessments provided for in this Declaration may be perfected and enforced in the manner provided in Section 55-516 of the Virginia Code. A statement from the Association showing the balance due on any assessment shall be prima facie proof of the current assessment balance and the delinquency, if any, due on a particular Lot or Parcel. The Association may also bring an action at law against any Owner personally obligated to pay the same, either in the first instance or for deficiency following foreclosure, and interest, late charges and costs of collection including all attorney's fees shall be added to the amount of such assessment and secured by the assessment lien. In addition, if any installment of any assessment is not paid within thirty (30) days after the due date, the Board of Directors shall have the right upon notice to the Owner to accelerate the installments owed and declare the entire balance of any annual assessment or special assessment due and payable in full.

Section 5.7. Subordination of Lien to Mortgages. The lien upon each of the Lots and Parcels securing the payment of the assessments shall have the priority set forth in Section 55-516A of the Virginia Code.

Section 5.8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments and liens created herein: (i) all properties dedicated and accepted by a public authority; (ii) all Common Areas, Limited Common Areas and Neighborhood Common Areas; and (iii) all properties (other than Lots) wholly exempt from real estate taxation by state or local governments upon the terms and to the extent of such legal exemption.

Section 5.9. Annual Budget. The Board of Directors shall adopt an annual budget for each fiscal year, which budget shall provide for the annual level of assessments (including provision for reserves and physical damage insurance deductibles) and an allocation of expenses. There shall be no responsibility for the payment of assessments until after the Board of Directors adopts its initial annual budget.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.1. Architectural Review Board. The Association shall maintain a board (the “Architectural Review Board”) for the purpose of reviewing and, as appropriate, approving or disapproving all Plans (hereinafter defined) submitted by Owners in accordance with this Article VI. The Architectural Review Board shall be composed of three persons, who shall be Members of the Association, from time to time appointed by the Board of Directors of the Association. The Board of Directors may appoint one alternate member to the Architectural Review Board, which alternate member may vote only in the absence of a regular member. The members of the

Architectural Review Board shall serve for such terms as may be determined by the Board of Directors of the Association, as the case may be.

Section 6.2. Plans to be Submitted. Before commencing the construction, erection or installation of any building, addition, patio, deck, pool, fence, wall, animal pen or shelter, exterior lighting, sign, mailbox or mailbox support, improvement or other structure (each of the foregoing being hereinafter referred to as an "Improvement") on any Lot or Parcel, including any site work in preparation therefor, and before commencing any alteration, enlargement, demolition or removal of an Improvement or any portion thereof in a manner that alters the exterior appearance (including but not limited to paint color) of the Improvement or of the Lot or the Parcel on which it is situated, each Owner shall submit to the Architectural Review Board a completed application on the form provided by the Architectural Review Board (the "Application"), a proposed construction schedule and a set of plans and specifications of the proposed construction, erection, installation, alteration, enlargement, demolition or removal, which plans and specifications shall include (unless waived by the Architectural Review Board): (i) a site plan showing the size, location and configuration of all Improvements, including driveways and landscaped areas, and all setback lines, buffer areas and other features required under the Zoning Ordinance or guidelines adopted by the Architectural Review Board, (ii) as to Improvements initially constructed on a Lot or a Parcel, landscaping plans showing the trees to be removed and to be retained and shrubs, plants and ground cover to be installed, (iii) architectural plans of the Improvements showing exterior elevations, construction materials, exterior colors, driveway material, (iv) a sediment and erosion control plan, and (v) a tree protection plan and such other information as the Architectural Review Board in its discretion shall require (collectively, the "Plans"). The Architectural Review Board may, in its sole

discretion, waive the requirement that any or all of the required Plans be submitted in a particular case where it determines such Plans are not necessary to properly evaluate the Application. The Architectural Review Board shall not be required to review any Plans unless and until the Application has been submitted in completed form with the proposed construction schedule and the Plans contain all of the required items. The Application, Plans and the proposed construction schedule must be submitted to the Architectural Review Board at the address of the Association in the same manner as notices are to be sent to the Association pursuant to Article XI.

If the Architectural Review Board shall fail to act upon any Application submitted to it within thirty (30) days after its receipt of a complete Application, Plans and proposed construction schedule, such Application shall be submitted to the Board of Directors for approval. If the Board of Directors shall fail to act within thirty (30) days after its receipt of such complete Application, Plans and approved construction schedule, then such Application, Plans and proposed construction schedule shall be deemed to have been approved as submitted and no further action shall be required; provided, however, that such failure to act by the Board of Directors shall not relieve the Owner of the obligation of complying with applicable federal, state and local building codes and architectural standards, covenants, design guidelines and rules and regulations set forth herein or adopted in accordance herewith in connection with the proposed action which was the subject of the Application, Plans and construction schedule or with the Association's guidelines.

Section 6.3. Consultation with Architects, etc.; Administrative Fee. In connection with the discharge of its responsibilities, the Architectural Review Board may engage or consult with architects, engineers, planners, surveyors, attorneys and others. Any person seeking the approval of the Architectural Review Board agrees to pay all fees thus incurred by the Architectural

Review Board and further agrees to pay an administrative fee to the Architectural Review Board in such amount as the Architectural Review Board may from time to time reasonably establish. The payment of all such fees is a condition to the approval or disapproval by the Architectural Review Board of any Plans, and the commencement of review of any Plans may be conditioned upon the payment of the Architectural Review Board's estimate of such fees.

Section 6.4. Approval of Plans. The Architectural Review Board shall not approve the Plans for any Improvement that would violate any of the provisions of this Declaration or of any Supplemental Declaration applicable thereto. In all other respects, the Architectural Review Board may exercise its sole discretion in determining whether to approve or disapprove any Plans, including, without limitation, the location of any Improvement on a Lot or Parcel.

Section 6.5. No Improvements to be Constructed, etc. Without Approval. No Improvement shall be constructed, erected, installed or maintained on any Lot or Parcel, nor shall any Improvement be altered, enlarged, demolished or removed in a manner that alters the exterior appearance (including without limitation paint color) of the Improvement or of the Lot or the Parcel on which it is situated, unless the Application, Plans and construction schedule therefor have been approved by the Architectural Review Board. After the Application, Plans and construction schedule therefor have been approved, all Improvements shall be constructed, erected, installed, maintained, altered, enlarged, demolished or removed strictly in accordance with the approved Plans and in compliance with all applicable federal, state and local building codes. Upon commencing the construction, erection, installation, alteration, enlargement, demolition or removal of an Improvement, all of the work related thereto shall be carried on with reasonable diligence and dispatch and in accordance with the construction schedule approved by the Architectural Review Board.

Section 6.6. Guidelines May Be Established. The Architectural Review Board may, subject to the approval of the Board of Directors, in its discretion, establish guidelines and standards to be used in considering whether to approve or disapprove Plans. Such guidelines may include, without limitation, uniform standards for signage and mailboxes and mailbox supports. However, nothing contained in this Declaration shall require the Architectural Review Board to approve the Plans for Improvements on a Lot or a Parcel on the grounds that the layout, design and other aspects of such Improvements are the same or substantially the same as the layout, design and other aspects of Improvements approved by the Architectural Review Board for another Lot or Parcel.

Section 6.7. Limitation of Liability. The approval by the Architectural Review Board (or by the Association's Board of Directors as applicable) of any Plans, and any requirement by the Architectural Review Board (or by the Association's Board of Directors as applicable) that the Plans be modified, shall not constitute a warranty or representation by the Architectural Review Board (or by the Association's Board of Directors as applicable) of the adequacy, technical sufficiency or safety of the Improvements described in such Plans, as the same may be modified, and the Architectural Review Board (or the Association's Board of Directors as applicable) shall have no liability whatsoever for the failure of the Plans or the Improvements to comply with applicable building codes, laws and ordinances or to comply with sound engineering, architectural or construction practices. In addition, in no event shall the Architectural Review Board (or the Association's Board of Directors as applicable) have any liability whatsoever to an Owner, a contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the Architectural

Review Board's (or the Association's Board of Directors) approval, disapproval or conditional approval of any Plans.

Section 6.8. Other Responsibilities of Architectural Review Board. In addition to the responsibilities and authority provided in this Article VI, the Architectural Review Board shall, have such other rights, authority and responsibilities as may be provided elsewhere in this Declaration, in any Supplemental Declaration and in the Bylaws.

ARTICLE VII

USE OF PROPERTY

Section 7.1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist on any Lot or Parcel. Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance, shall not be conducted on any Lot, the Common Area, the Limited Common Area or the Neighborhood Common Area or any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of his or her Lot or Parcel which could reasonably cause embarrassment, discomfort, or annoyance to other Owners, and the Board of Directors shall have the power to make and to enforce reasonable rules in furtherance of this provision.

(b) Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit the vacating of boundaries between adjacent Lots to create a bigger Lot, deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments and provided that this shall not prohibit the division or combination of condominium units in

accordance with law, or the creation of condominiums. In the event an Owner vacates a boundary line between two or more adjacent Lots to create a bigger Lot, such Owner shall be liable for and shall continue to owe assessments based on the number of the original Lots shown on the original plat (or, in the case of a condominium, the original approved site plan) for the Neighborhood in which the Lot(s) is/are located.

(c) Rules. From time to time the Board of Directors may adopt general rules, including but not limited to rules to regulate potential problems relating to the use of Properties and the well-being of Members, such as the definition of nuisances, keeping of animals, storage and use of all vehicles, assignment of designated parking spaces for the exclusive use of one (1) or more designated Owners or persons, storage and use of machinery, use of outdoor drying lines, antennas, satellite dishes, over-the-air-reception-devices, signs, trash and trash containers, restrictions on sprinkler and irrigation systems, private irrigation wells and uses of lakes, water bodies and wetlands, maintenance and removal of vegetation on the Properties and the type and manner of application of fertilizers or other chemical treatments to the Properties in accord with non-point source pollution control standards (collectively, the “Rules”). All such Rules and any subsequent amendments thereto shall be binding on all Members and occupants of the Properties, including their tenants, guests and invitees, except where expressly provided otherwise in such Rules. Such Rules as adopted from time to time are herein incorporated by reference and shall be as binding as if set forth herein in full; provided, however, that in the event of a conflict between any provision(s) in the Rules and the Governing Documents, the provision(s) set forth in the Governing Documents shall control.

(d) Exceptions. In certain special circumstances, the Board of Directors may issue variances exempting a particular Lot or Parcel from any of the provisions of this Article VII.

(e) Irrigation. Subject to the rights retained by Developer in Section 8.8, and to the extent, if any, such retained rights still exist, no sprinkler or irrigation system of any type which draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties without the written approval of Developer, except that the Association shall have the right to draw upon water from such water bodies for irrigation of the Common Area, the Limited Common Area and/or the Neighborhood Common Area. All sprinkler and irrigation systems shall be subject to approval in accordance with Section 6.5 of this Declaration.

(f) Lakes and Water Bodies. All lakes, ponds and streams within the Properties, if any, shall be aesthetic amenities only, and except for those activities sponsored by the Association no other use thereof, including, without limitation, swimming, boating, playing or use of personal flotation devices, shall be permitted. No piers or docks shall be constructed on any portion of lakes, streams or ponds, nor attached to the shoreline or banks thereof. The Association, upon the affirmative vote of its Board of Directors, may authorize fishing from designated areas of certain specified lakes for specified dates and times. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or other water bodies within the Properties.

(g) Permitted Uses. Except as otherwise provided in the Governing Documents (including without limitation any applicable Supplemental Declaration), no Lot shall be used for other than residential purposes.

(h) Hazardous Uses; Waste. Nothing shall be done or kept on the Properties which will increase the rate of insurance over such rates applicable to permitted uses of the Common Area, the Limited Common Area, the Neighborhood Common Area or any part thereof without the prior written consent of the Board of Directors, including, without limitation, any activities which are unsafe or hazardous with respect to any person or property. No person shall permit anything to be done or kept on the Properties which will result in the cancellation of any insurance on the Common Area, the Limited Common Area, the Neighborhood Common Area or any part thereof or which would be in violation of any law, regulation or administrative ruling. No vehicle of any size which transports flammable or explosive cargo may be kept or driven on the Properties at any time. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, toxic wastes and other environmental contaminants (collectively, the "Hazardous Materials"). No Owner shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about such Owner's Lot, the Common Area, the Limited Common Area, the Neighborhood Common Area or any portion of the Properties, or transport to or from any portion of the Properties any Hazardous Materials except in compliance with the Environmental Laws. No

waste shall be committed on the Common Area, the Limited Common Area or the Neighborhood Common Area.

(i) Lawful Use. No improper, offensive or unlawful use shall be made of the Properties or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Properties shall be complied with, by and at the sole expense of the Owner, the Association, or any owners association or condominium unit owners association, whichever shall have the obligation for the upkeep of such portion of the Properties, and, if the Association, then the cost of such compliance shall be included in the Annual Assessment, as appropriate.

(j) Emissions. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere except for normal residential chimney emissions; no production, storage or discharge of Hazardous Materials on the Properties or discharges of liquid, solid wastes or other environmental contaminants into the ground or any body of water, if such emission, production, storage or discharge may adversely affect the use or intended use of any portion of the Properties or may adversely affect the health, safety or comfort of any person. The foregoing shall not be interpreted to prohibit reasonable emissions associated with normal residential equipment such as barbecue grills, lawn mowers and leaf blowers, nor shall the foregoing be interpreted to prohibit the lawful storage and use of standard household items in customary quantities notwithstanding that such items may constitute Hazardous Materials or environmental contaminants provided such items are used and stored in compliance with Environmental Laws.

(k) Noise. No person shall cause any unreasonably loud noise under normal circumstances anywhere on the Properties, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Properties.

(l) Obstructions. No person shall obstruct any of the Common Area, the Limited Common Area, the Neighborhood Common Area, or otherwise impede the rightful access of any other person on any portion of the Properties upon which such person has the right to enter. No person shall place or cause or permit anything to be placed on or in any of the Common Area, the Limited Common Area or the Neighborhood Common Area without the approval of the Board of Directors of the Association. Nothing shall be altered or constructed in or removed from the Common Area, the Limited Common Area or the Neighborhood Common Area except with the proper written approval of the Board of Directors.

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

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

(o) Signs. No signs of any character shall be erected, posted or displayed in a location that is visible from the Common Area, the Limited Common Area, the Neighborhood Common Area, or any other Lot or Parcel, except as otherwise expressly permitted in the Rules and/or the guidelines adopted from time to time by the Architectural Review Board and approved by the Association's Board of Directors. All signage must comply with the City of Newport News and the County of York's sign ordinances.

(p) Trash. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials, garbage, or trash of any other kind shall be permitted on any Lot or Parcel. Trash, leaves and other materials shall not be burned in violation of local ordinances. No incinerator shall be kept or maintained upon the Properties without the prior written approval of the Board of Directors. All trash collection, storage and removal shall be in accordance with the Rules.

(q) Landscaping; Sight-lines. No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public or private streets. Pavement, plantings and other landscape materials shall not be placed or permitted to remain upon any Lot or Parcel: (i) if such materials may damage or interfere with any easement for the installation or maintenance of utilities; (ii) in violation of the requirements of such easements; (iii) unless in conformity with public utility standards; or (iv) if such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. No water pipe, sewer pipe, gas pipe, drainage pipe, television cable, electrical wire, or

other similar transmission line shall be installed or maintained upon any Lot or Parcel above the surface of the ground; provided, however, that temporary lines installed by a utility company shall be permitted provided the same are buried under the surface of the ground within a reasonable time after the temporary installation of the same.

(r) Vegetation. No live trees with a diameter in excess of five (5) inches, measured three (3) feet above ground, nor trees in excess of three (3) inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), no live vegetation on slopes of greater than 20 percent (20%) gradient or marked “no cut” areas on approved site plans, and no street trees (regardless of size) installed pursuant to one or more community-wide street tree plans may be cut without prior approval of the Architectural Review Board. The Board of Directors may set rules for cutting of trees to allow for selective clearing or cutting. Any cutting within the public right-of-way may require approval by the City of Newport News or County of York including, but not limited to, obtaining a pruning permit, if applicable.

(s) Temporary Structures. No structure of a temporary character, such as, by way of illustration and not limitation, trailers, tents, shacks, “PODs” or similar storage units, barns, pens, kennels, runs, stables, sheds not anchored on foundations or other temporary accessory buildings shall be erected, used or maintained on any Lot or Parcel except in connection with construction activities. The guidelines adopted by the Architectural Review Board and approved by the Board of Directors, from time to time, may contain further limitations with respect to permanent accessory structures which may be erected, used or maintained on any Lot or Parcel.

(t) Fences. Except for any fence installed by the Developer or the Association, no fence shall be installed except in conformance with standards established therefore and with the written approval of the Architectural Review Board. No chain link fencing will be permitted on the Properties, provided, however, that the Association may erect a chain link fence for the temporary storage of building materials, for the protection of building sites or around swimming pools, ponds, tennis courts, and recreation facilities.

(u) Vehicles. Except in connection with construction activities, no trucks (except for private passenger trucks, including without limitation, extended cab trucks and "Dooleys"), commercial vehicles, construction trucks, trailers, campers, recreational vehicles, all terrain vehicles, personal watercraft, jet skis, boats or other large vehicles, including grounds maintenance equipment, may be parked on any portion of the Common Area, the Limited Common Area, the Neighborhood Common Area, or any portion of a Lot or Parcel visible from the Common Area, the Limited Common Area, the Neighborhood Common Area, or any other Lot or Parcel, on any public streets or private right-of-way within or adjacent to the Properties or any grass area, unless expressly permitted by the Board of Directors and only in such parking areas or for such time periods (if any) as may be designated for such purpose. Parking of all such vehicles and related equipment, other than on a temporary and non-recurring basis, as approved by the Board of Directors, shall be in garages or screened enclosures approved by the Architectural Review Board or in areas designated in the Rules, if any. All vehicles must be parked so as not to impede traffic or damage vegetation. No junk or derelict vehicle or other vehicle on which current registration plates and current city or county and state inspection permits are not displayed shall be kept upon any portion of the Common Area, the Limited Common Area, the Neighborhood Common Area, or any portion of a Lot visible from the

Common Area, the Limited Common Area, the Neighborhood Common Area, or another Lot, or any public or private right-of-way. Vehicle repairs and storage of vehicles are not permitted, except in accordance with the Rules; provided, however, that noncommercial repair of vehicles is permitted within enclosed structures. All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles, motorized scooters, “Segways” or similar motorized equipment shall be driven on community trails, pathways or unpaved portions of the Common Area, the Limited Common Area or the Neighborhood Common Area, except (i) such vehicles as are authorized by the Board of Directors as needed to maintain, repair, or improve the Common Area, the Limited Common Area or the Neighborhood Common Area, and (ii) motorized wheelchairs or other devices to assist disabled persons. This prohibition shall not apply to normal vehicular use of designated streets and alleys constructed on the Common Area, the Limited Common Area or the Neighborhood Common Area.

(v) Timeshares. No Lot or Parcel shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail daily, weekly, monthly, or any other type of revolving or periodic occupancy by multiple Owners, cooperators, licensees, or timesharing participants. The foregoing sentence shall not be interpreted to limit the leasing of apartment units located within the Parcel currently known as “Featherstone Apartments.”

(w) Professional Offices. No Lot or Parcel containing a dwelling unit shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose; provided, however, that an Owner may maintain a home occupation as permitted by the City of Newport News and/or County of York and may maintain an office in the

dwelling constructed or otherwise located on such Owner's Lot or Parcel if (i) such occupation or office generates no significant number of visits (as determined by the Board of Directors) by clients, customers or other persons related to the business, (ii) no equipment or other items related to the business are stored, parked or otherwise kept on such Owner's Lot or Parcel or the Properties outside of an approved enclosure, and (iii) such Owner has obtained approvals for such use as may be required by the City of Newport News or County of York, Virginia. As a condition to such use, the Board of Directors may require the Owner to pay any increase in the rate of insurance or other costs for the Association which may result from such use.

(x) Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number is prohibited on any Lot, the Common Area, the Limited Common Area and the Neighborhood Common Area, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) is permitted, subject to the Rules; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding and that any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Properties upon ten (10) days written notice from the Board of Directors. Pets shall not be permitted upon the Common Area, the Limited Common Area or the Neighborhood Common Area unless accompanied by someone who can control the pet and unless carried or leashed. Pet droppings shall be removed by the Owner of the pet. Any Owner who keeps or maintains any pet upon any portion of the Properties agrees to indemnify, defend and hold the Association and each Owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Properties. All pets shall be registered and inoculated as required by law.

(y) Clothes Drying Equipment. Due to the close proximity of dwellings and Lots or Parcels, no clothes lines or other clothes drying apparatus shall be permitted outside of an enclosed structure on any Lot or Parcel. No portion of a Lot or Parcel (outside of an enclosed structure) shall be used for the drying or hanging of laundry.

(z) Mailboxes. Only mailboxes permitted pursuant to and approved by the Architectural Review Board and/or the Board of Directors shall be permitted. The Architectural Review Board with the approval of the Board of Directors may adopt specific criteria applicable to mailboxes from time to time. Newspaper “tubes” or boxes are not permitted.

(aa) Lighting. No exterior lighting shall be directed outside the boundaries of any Lot or Parcel.

(bb) Pools. Above ground swimming pools are prohibited. Inground swimming pools require approval by the Architectural Review Board.

(cc) Construction Activities. This section shall not be construed as forbidding any work involved in the construction or maintenance of any portion of the Properties so long as such work is undertaken and carried out (i) with the minimum practical disturbance to persons occupying other portions of the Properties; (ii) in such a way as does not violate the rights of any person under other provisions of this Declaration; and (iii) in accordance with all applicable restrictions in the Rules, any architectural guidelines, the resolutions of the Board of Directors and the other provisions of this Declaration. The Architectural Review Board may approve temporary structures for construction purposes which may otherwise be in violation of the Governing Documents or the rules or the architectural guidelines.

(dd) Archaeological Finds. Subject to applicable state and federal law regarding archaeological finds, all archaeological materials found within the Properties belong to

the Association. Upon discovery of archaeological materials during periods of construction or otherwise, the Owner of a Lot or Parcel shall immediately notify the Board of Directors and cease construction activity. The Board of Directors shall have ten (10) days to notify the Owner if it intends to exercise the Association's right under this section. Thereafter, the Board of Directors shall have a period of sixty (60) days to remove the archaeological materials without compensation to the Owner for the archaeological materials, the use of the Lot or Parcel or delay in construction. The Association shall not be obligated to remove archaeological materials nor be held liable for failure to remove such materials.

(ee) Septic Tanks. No septic tank shall be installed, used, or maintained on any Lot or Parcel.

(ff) Antennas and Similar Devices. Only those antennas expressly permitted under the Federal Communications Commission's Over-the-Air Reception Devices (OTARD) Rule implementing Section 706 of the Telecommunications Act of 1996, as amended from time to time, are allowed. All others are expressly prohibited. As of the date of the recording of this instrument, the following are permitted under OTARD: (a) direct broadcast satellite (DBS) antenna one (1) meter or less in diameter or diagonal measurement; (b) antennas designed to receive Multipoint Distribution Services (MDS) that are 39.37 inches (one (1) meter) or less in diameter; (c) antennas designed to receive television broadcast signals of any size; (d) transmission-only antennas if they are necessary for the use of a covered reception antenna and are one (1) meter or less in diameter; and (e) masts used in conjunction with any of these antennas (collectively, the foregoing are referred to as "Covered Antennas"). The foregoing list is subject to change pursuant to changes in OTARD and/or any other applicable laws. Covered Antennas shall be located in accordance with architectural guidelines adopted by the

Architectural Review Board, to the extent such restrictions are not prohibited by the OTARD Rule, and an application for Architectural Review Board approval must be submitted for any device deviating from the following:

(i) Television broadcast Covered Antennas must be installed inside a dwelling unit whenever possible;

(ii) No roof antenna shall extend more than ten (10) feet above the highest point on the roof;

(iii) Satellite dish antenna if eighteen inches or less, shall be located on the rear of the house either just below the roof ridge or the fascia board below the roof eaves, or if larger than eighteen inches, be located behind the rear foundation of the house.

(iv) Any cable associated with satellite dish or other antenna shall be buried or shall not be visible on the structure to which it is attached or extended.

Section 7.2. Maintenance of Property.

(a) Owner Obligation. To the extent that exterior maintenance is not provided for in this Declaration or in a Supplemental Declaration, each Owner shall keep all Lots and Parcels owned by him, and all Improvements therein or thereon, in good order and repair, free of debris, all in a manner and with such frequency as is acceptable to the Association and consistent with a first-quality development, any rules adopted by the Association and any architectural guidelines adopted by the Architectural Review Board.

(b) Reconstruction and Repair. If a building or other major Improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or other major Improvement, or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Properties. Unless the Architectural Review Board permits a longer time period, such work must

be commenced within sixty (60) days after the date of the casualty and substantially completed within twelve (12) months after the date of the casualty.

(c) Failure to Maintain. In the event an Owner shall fail to maintain his Lot or Parcel and the Improvements situated thereon as provided herein, the Association, after notice to the Owner and approval of the Board of Directors shall have the right to enter upon such Lot or Parcel to correct such failure. All costs related to such correction shall become a special assessment upon such Lot or Parcel and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided herein for non-payment.

Section 7.3. Capital Contribution. Upon the acquisition of record title to a Lot or Parcel from an Owner, a mandatory capital contribution to the Association's working capital shall be made by or on behalf of the "grantee" or Owner who acquires such title in an amount equal to \$500.00 or such other amount as may be established by the Board of Directors in its discretion from time to time. Owners who acquire title to a Lot or Parcel are obligated to pay such Capital Contribution to the Association regardless of whether such new Owner acquired title to such Lot or Parcel by purchase (with or without consideration), gift or devise. This amount shall be deposited in the purchase and sales escrow at settlement and shall be disbursed therefrom to the Association, or, if there is no settlement, shall otherwise be paid directly to the Association upon such new Owner obtaining title. The Association may use all such amounts as the Board of Directors determines in its sole and absolute discretion. Amounts payable under this Section 7.3 are in addition to any assessments and any fees associated with the Association's preparation and delivery of the Disclosure Packet pursuant to the Virginia Property Owners' Association Act (§ 55-509 et. seq., of the Code of Virginia, as amended). The amount of any unpaid Capital Contribution shall constitute a lien on such Owners Lot or Parcel and shall be

deemed a special assessment upon such Lot or Parcel and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided herein for non-payment.

Section 7.4. Security. NEITHER THE ASSOCIATION, NOR DEVELOPER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND DEVELOPER, AND COMMITTEES ESTABLISHED BY THE BOARD OF DIRECTORS, ARE NOT INSURERS AND THAT EACH OWNER, TENANT, GUEST, AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO STRUCTURES OR OTHER IMPROVEMENTS SITUATED ON LOTS AND PARCELS, AND TO THE CONTENTS OF ANY IMPROVEMENTS SITUATED ON LOTS AND PARCELS AND FURTHER ACKNOWLEDGE THAT THE BOARD OF DIRECTORS HAS MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

Section 7.5 Owner Occupancy. No dwelling unit located on a Lot or any portion thereof shall be used or occupied for transient or hotel purposes or in any event leased for an initial period of less than twelve (12) months; provided, however if a Parcel is developed for residential apartment use or an assisted or special care use, wherein the Owner's Parcel is not

subdivided into Lots, such use may be for a period of less than twelve (12) months. No portion of any dwelling unit (other than the entire dwelling unit) shall be leased for any period. No Owner shall lease a Lot other than on a written form of lease: (1) requiring the lessee to comply with the Governing Documents and the Rules; and (2) providing that failure to comply with such documents constitutes a default under the lease. Owners who lease a dwelling unit located on a Lot shall submit a completed tenant information sheet using the form approved by the Association's Board of Directors to the Association prior to the Tenant's occupancy of such dwelling unit. The Supplemental Declarations for individual Neighborhoods may contain additional restrictions regarding leasing.

ARTICLE VIII

EASEMENTS

In addition to any easements reserved elsewhere in this Declaration or by separate plats or instruments of record, the following easements may apply to the Properties (including but not limited to Lots, Parcels, Common Areas, Limited Common Areas and Neighborhood Common Areas).

Section 8.1. Utility Easements. Developer has reserved perpetual easements, rights and privileges to install, maintain, repair, replace and remove poles, wires, cables, conduits, pipes; mains, pumping stations, siltation basins, tanks and other facilities, systems and equipment for the conveyance and use of electricity, telephone service, sanitary and storm sewer, water, gas, cable television, drainage and other public conveniences or utilities, upon, in or over those portions of the Properties (including Lots, Parcels, Common Areas, Limited Common Areas and Neighborhood Common Areas) as Developer, its successors or assigns may consider to be reasonably necessary (the "Utility Easements"). However, after Developer ceases to be the

Owner of a Lot or Parcel, no Utility Easements shall be placed on the portion of such Lot or Parcel on which is already located a building which was either constructed by Developer or approved by the Architectural Review Board or on which a building is to be located pursuant to Plans approved by the Architectural Review Board or on any portion of a Lot or Parcel which is not described or shown as an easement area on a recorded subdivision plat or Supplemental Declaration applicable to such Lot or Parcel. The Utility Easements shall include the right to cut trees, bushes or shrubbery and such other rights as Developer or the applicable governmental authority or utility company providing the utilities may require. The utility lines installed pursuant to the Utility Easements may be installed above or below ground, except as otherwise provided in any Supplemental Declaration. Developer shall have the right to convey Utility Easements to other Owners, to Parcel Developers, to the owner of any golf course adjacent to the Properties, to governmental authorities or utility companies, to the Association and to any other party or parties.

Section 8.2. Erosion Control. Developer has reserved a perpetual easement, right and privilege to enter upon any Lot, Parcel, Common Area, Limited Common Area or Neighborhood Common Area, and the Association is granted a perpetual easement, right and privilege to enter upon any Lot or Parcel, either before or after a building has been constructed thereon or during such construction, for the purpose of taking such erosion control measures as Developer or the Association deems necessary to prevent or correct soil erosion or siltation thereon; provided, however, that Developer or the Association shall not exercise such right unless it has given the Owner of the Lot or Parcel or the Association (as to the Common Area, the Limited Common Area and the Neighborhood Common Area) at least ten days' prior notice thereof and the Owner or the Association, as the case may be, has failed to take appropriate action to correct or prevent

the erosion or siltation problem. The cost incurred by the Association or by Developer in undertaking such erosion control measures on any Lot or Parcel shall become a special assessment on such Lot or Parcel and shall constitute a lien against such Lot or Parcel and shall be collectible in the manner provided herein for the payment of assessments. This Section shall not apply to Lots or Parcels owned by Developer.

Section 8.3. Maintenance of Lots and Parcels. Developer has reserved the perpetual easement, right and privilege, and the Association is granted the perpetual easement, right and privilege, to enter on any Lot or Parcel, after at least five days' notice to the Owner thereof, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, dispensing pesticides, herbicides and fertilizer and grass seed, removing trash and taking such other action as the Developer or the Association may consider necessary to correct any condition which detracts from the overall beauty of the Properties or which may constitute a hazard or nuisance. The cost incurred by the Association in taking such action (including any overhead costs associated therewith) shall constitute a special assessment on the Lot or Parcel and shall be collectible in the manner provided herein for the payment of assessments. This Section shall not apply to Lots or Parcels owned by Developer.

Section 8.4. Construction Easements and Rights. Notwithstanding any provision of this Declaration or of any Supplemental Declaration, so long as Developer is engaged in developing or improving any portion of the Properties or the Additional Area, Developer shall have an easement of ingress, egress and use over any lands not conveyed to an Owner for, (i) movement and storage of building materials and equipment, (ii) erection and maintenance of directional and promotional signs and (iii) conduct of sales activities, including maintenance of model residences.

Section 8.5. Right of Entry for Governmental Personnel. A right of entry on any Lot, Parcel, Common Area, Limited Common Area and Neighborhood Common Area is hereby granted to law enforcement officers and fire and rescue personnel as needed to lawfully carry out their duties, including but not limited to enforcement of cleared emergency vehicle access, public utility and public utility works vehicles in the performance of their installation, maintenance and repair duties and inspections personnel for the purpose of reviewing the Association's proper maintenance of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas.

Section 8.6. Easement for Landscaping, Signs and Related Purposes. There shall be and is hereby reserved to the Association a non-exclusive easement over all Lots, Parcels, Common Area, Limited Common Area and Neighborhood Common Area for a distance of twenty (20) feet behind any Lot or Parcel line which parallels, and is adjacent to, a street (whether public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, plantings, street lights, entrance features and/or "theme areas," lighting, stone, wood, or masonry wall features and/or related landscaping. Nothing in this paragraph shall be interpreted to obligate the Association to maintain any landscaping, structures, facilities, equipment or improvements for which the Association is not otherwise obligated to maintain pursuant to this Declaration or separate agreement. Exercise of this easement shall be with the consent of the owner of the affected Lot or Parcel, or the Architectural Review Board if such Owner does not consent.

Section 8.7. Disclosure and Release Regarding Golf Course. Portions of the Properties may abut or be located beside, within, or close proximity to a golf course. Each Owner, by acceptance of the deed conveying fee simple title to the Lot or Parcel acquired by such Owner,

whether or not expressly stated in such deed, is hereby deemed to acknowledge and accept the following inherent risks associated with the existence of the golf course adjoining or in close proximity to the Properties and the maintenance, use and play on the golf course:

(a) Maintenance on the golf course may begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to sunset;

(b) During certain periods of the year, the golf course may be heavily fertilized;

(c) The maintenance of the golf course may require the use of chemicals and pesticides;

(d) The golf course may be watered with reclaimed water, which may emit certain undesirable odors; and

(e) Golf balls are not susceptible of being easily controlled and accordingly may enter Owner's air space, strike an Owner, an Owner's guests, invitees, licensees, yard, walls, roofs, windows, landscaping and personal property causing personal injury or property damage thereto. Each Owner, for itself, its family members, lessees, guests and invitees, hereby releases the Association and its Members, any successor in interest to the Association, and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such parties (collectively referred to hereafter as the "Released Parties"), and shall not in any way hold the Released Parties responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (i) any invasion of any Owner's use or enjoyment of its Lot or Parcel, (ii) improper design of the Lots or Parcels or dwellings constructed thereon

adjoining or in close proximity to the golf course, (iii) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the golf course), or (iv) trespass by any golfer or any golf balls on, over, across or through any Lot or Parcel that may result from or in property damage or personal injury to any person or improvements located within any or adjacent roadways or Common Area, Limited Common Area or Neighborhood Common Area. Further, each Owner hereby assumes the risk inherent in owning real property adjacent to or nearby a golf course, including, without limitation, the risk of personal injury and property damage from errant golf balls, and hereby agrees to hold the Released Parties harmless from any and all loss arising from claims by such Owner or persons using or visiting such Owner's property for any personal injury or property damage.

Section 8.8. Easement for Encroachment. Each Lot, each Parcel, the Common Area, the Limited Common Area, the Neighborhood Common Area and any golf course situated adjacent to the Properties are hereby declared to have an easement over all adjoining Lots, all adjoining Parcels, the Common Area, the Limited Common Area, the Neighborhood Common Area and any golf course situated adjacent to the Properties for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of a building, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said owner or Owners. In the event a structure on any Lot or Parcel is partially or totally destroyed, and then repaired or rebuilt, the owners of each

Lot or Parcel agree that minor unintentional encroachments over adjoining Lots shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Properties (subject, however, to the right to amend as provided for herein) for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, subject to termination by amendment as provided in Section 9.2. Notwithstanding the foregoing, the provisions of Section 4.2 and Article VIII shall be perpetual except to the extent that a shorter period is specified therein.

Section 9.2. Amendments. Except as otherwise set forth in this Declaration and subject to Section 10.4 of the Bylaws, this Declaration may be amended (i) by an instrument of record after the written consent thereto by the Owners of two-thirds or more of the Lots in accordance with Section 55-515.1 of the Code of Virginia and/or (ii) by a vote of two-thirds (2/3) of the Board of Directors pursuant to the authority set forth in Section 55-515.2 of the Code of Virginia. In addition, in accordance with Section 24.1-497 and Section 24.1-498 of the York County Code for so long as such sections so require (i) all covenant conditions required by Section 24.1-497 shall remain in full force and effect unless the Board of Supervisors shall consent to an amendment to the Declaration, or the County Attorney shall verify that the requested amendment comports with the requirements of Section 24.1-497; and (ii) any proposed amendment to this Declaration that would establish encumbrances of the Common Area shall be

submitted to and reviewed by the County Attorney to ensure compatibility with the terms of Section 24.1-498 and the County Attorney's approval shall be evidenced by his signature on such amendment; however, the granting of Utility Easements in the normal course of the Association's business shall not trigger the need for the consent or approval as set forth in Section 24.1-497 or Section 24.1-498 of the York County Code.

Section 9.3. Enforcement. Developer, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any Supplemental Declaration. Without limiting the generality of the foregoing, if any Owner fails to comply with any of the provisions of this Declaration or any Supplemental Declaration and such failure continues for at least five (5) days after notice thereof is given to the Owner, then either Developer or the Association may, but without any obligation to do so, take such action as either of them considers necessary or appropriate (including, without limitation, entering the Owner's Lot or Parcel) to correct the noncompliance; provided, however, that judicial proceedings are instituted before any major Improvements are subsequently altered or demolished. The cost incurred in taking such action shall constitute a special assessment upon the Owner's Lot(s) and/or Parcel(s) and shall be collectible in the manner provided herein for the payment of assessments. Failure by the Developer, the Association or any Owner to enforce any provision of this Declaration or any Supplemental Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.4. Limitations. As long as the Developer has an interest in developing the Properties, any golf course adjacent to the Properties and/or the Additional Area, the Association may not use its financial resources to defray any costs of opposing the development activities of

Developer so long as they remain consistent with the general intent of this Declaration. Nothing in this Section shall be construed to limit the rights of Members to act as individuals or in affiliation with other Members or groups.

Section 9.5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 9.6. Conflict. In the event of conflict among the Governing Documents, this Declaration shall control, then applicable Supplemental Declarations, then the Articles, then the Bylaws except that in all cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.

Section 9.7. Interpretation. Unless the context otherwise requires, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term “including” shall mean “including, without limitation.” The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 9.8. Use of the Words “Kiln Creek,” “Villages of Kiln Creek” or “Villages of Kiln Creek Owners Association.” No person or entity shall use the words “Kiln Creek,” “Villages of Kiln Creek” or “Villages of Kiln Creek Owners Association” or any derivative thereof in any printed or promotional material without the prior written consent of Developer or the Association.

Section 9.9. Country Club. As of the date of recordation of this Declaration, the country club and golf courses located within the Villages of Kiln Creek is privately owned by an independent entity separate and apart from the Association and, therefore, neither membership in

the Association nor ownership or occupancy of a Lot or Parcel currently confers any ownership interest in or right to use any country club or golf course ("Country Club"), which lies contiguous to portions of the Properties, even though Developer granted to the owners of the Country Club the right to use "Kiln Creek" in part of its name. Rights to use the Country Club will be granted only to such persons and on such terms and conditions as may be determined from time to time by the respective owners of the Country Club. The owners of the Country Club shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Country Club, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether. All Members are hereby advised that no representations or warranties have been or are made by the Developer, the Association or any other person with regard to the continuing ownership or operation of the Country Club. All Members are further advised that the Country Club and all real property which constitutes the Country Club facilities have not, as of the date of recordation of this Declaration, been submitted to the provisions of this Declaration. No negative reciprocal easement shall arise out of the Declaration or out of any Supplemental Declaration so as to bind any real property not expressly subjected thereto.

Section 9.10. Approvals and Consents. All approvals and consents required or permitted by this Declaration (other than approvals or consents given by Members in a vote conducted in accordance with the Bylaws) shall be in writing, shall be signed by the party from whom the consent or approval is sought and, unless otherwise provided herein, may be withheld by such party in its sole discretion.

Section 9.11. Aircraft Noise/Accident Disclosure. Each Owner, by acceptance of a deed to his Lot or Parcel, acknowledges that (i) the Properties are located within a noise and/or accident zone adjacent to Newport News/Williamsburg International Airport; (ii) that he has been given an opportunity to fully investigate and satisfy himself or themselves of the impact of the noise likely to occur on and around the Properties; (iii) that he has evaluated the effect on the use and enjoyment of his Lot or Parcel after having voluntarily elected to purchase his Lot or Parcel and having been fully informed concerning such noise and/or possible accidents; and (iv) that he has been given an opportunity to review the Maps and Records of the City of Newport News and the County of York, Virginia, and of the Peninsula Airport Commission. In addition, in the sale and/or conveyance of his Lot or Parcel to a purchaser, each Owner agrees to obtain a written statement from such purchaser certifying the foregoing information.

Section 9.12. Successors and Assigns. The provisions hereof shall be binding upon and shall inure to the benefit of Developer, the Association and (subject to Article II hereof) the Owners and their respective heirs, legal representatives, successors and assigns.

Section 9.13. Rights of York County, Virginia.

(a) Failure of Association to Maintain Common Areas, Limited Common Areas and/or Neighborhood Common Areas. In the event the Association, or any successor organization, shall at any time after establishment of the development fail to maintain those Common Areas, Limited Common Areas and/or Neighborhood Common Areas within York County, Virginia, or any improvements thereon, in reasonable order and condition in accordance with the York County Zoning Ordinance and/or the PD-MRC Ordinance, York County, Virginia (the "County"), acting through its County Administrator or his designee, may serve notice in writing upon the Association and upon the Owners of Lots within that portion of the Properties

located within the County setting forth the manner in which the Association has failed to maintain such Common Area, Limited Common Area, Neighborhood Common Area and/or improvements thereon in reasonable condition, and such notice shall contain a demand that such deficiencies of maintenance be cured within thirty (30) days thereof. If such deficiencies of maintenance are not cured within the thirty (30) day cure period, then the County Administrator or his designee should serve a second notice upon the Association and upon the Owners within the County portion of the Properties and shall state the date and place of a public hearing before the County's Board of Supervisors, which shall be held within thirty (30) days after the end of the thirty (30) day cure period specified in the notice served upon the Association.

1. At such hearing the County's Board of Supervisors may modify the terms of the original notice as to the deficiencies and may grant an extension of time within which they shall be cured.

2. If the deficiencies set forth in the original notice or in the modifications thereof shall not be remedied on or before the date of the public hearing of the Board of Supervisors or such later date as may have been established by the Board of Supervisors at its hearing, the County, in order to preserve the taxable values of the properties within the County portion of the development and to prevent those Common Areas, Limited Common Areas, Neighborhood Common Areas and/or improvements thereon located within the County from becoming a public nuisance, may, subject to budgetary limitations, enter upon such Common Areas, Limited Common Areas and Neighborhood Common Areas, and maintain, repair and/or replace, (herein referred to collectively as "maintenance") or contract for the maintenance of, the same for an initial period not to exceed one (1) year.

3. Such entry and maintenance shall not vest in the general public any rights to use such Common Areas, Limited Common Areas and Neighborhood Common Areas, except when the same is/are voluntarily dedicated to the public by the Association.

4. Before the expiration of such period of up to one (1) year, the County shall, upon its initiative or upon the request of the Association, call a public hearing before the County's Board of Supervisors upon thirty (30) days' notice in writing to the Association and to the Owners of Lots within the County portion of the Properties, at which hearing the abilities of the Association to resume maintenance responsibilities shall be assessed by the County's Board of Supervisors.

5. If the County's Board of Supervisors shall determine that the Association is ready and able to maintain such Common Areas, Limited Common Areas and Neighborhood Common Areas in reasonable condition, the County shall cease to maintain such Common Areas, Limited Common Areas and Neighborhood Common Areas.

6. If the County's Board of Supervisors shall determine that the Association is not ready and able to maintain such Common Areas, Limited Common Areas and Neighborhood Common Areas in a reasonable condition, the County may, in its discretion, continue to maintain or contract for the maintenance of, such Common Areas, Limited Common Areas and Neighborhood Common Areas.

7. The cost of such maintenance by the County and all associated administrative costs incurred by the County shall be assessed ratably against the Lots within the County portion of the Properties that have a right of enjoyment of the Common Areas, Limited Common Areas and Neighborhood Common Areas, as applicable, and shall become a charge on such Lots, and may be collected by the County as taxes and levies are collected.

(b) County's Right to Review Records. The County and its duly authorized representatives shall have the right, upon reasonable notice and during the Association's business hours, to review the Association's financial and related records at the offices of the Association for the purpose of ensuring the Association's solvency and capacity to maintain such Common Areas, Limited Common Areas and Neighborhood Common Areas and any improvements located thereon as are located within the County.

ARTICLE X

DISSOLUTION OF THE ASSOCIATION

The Zoning Ordinance and proffers submitted by the Developer in connection with the initial rezoning of the Villages of Kiln Creek require that all residential Lots be subject to a residential owners association. Accordingly, the future dissolution of the Association would be conditioned on the prior consent of the governing body of each locality in which the Properties are located. In addition, dissolution of the Association would require the vote of more than two-thirds (2/3) of the votes, in person or by proxy, of the Class A Members at a duly held meeting at which a quorum is present. Prior to dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be offered for dedication to the locality in which they are situated. In the event that such dedication is refused acceptance upon dissolution, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE XI

NOTICES

All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall either be delivered in person or sent by overnight express

courier or by U.S. first class mail, postage prepaid. Notices to the Association or to Owners may be sent to the address which the Bylaws provide shall be used for them. All such notices, demands, requests and other communications shall be deemed to have been given when sent to the appropriate address specified above. Rejection or other refusal to accept shall not invalidate the effectiveness of any notice, demand, request or other communication. Notwithstanding the foregoing, any notice of the filing of a memorandum of assessment lien shall be sent in the manner required by Section 55-516C of the Virginia Code.

The foregoing notwithstanding, at such time, if any, as Virginia law authorizes notices to be sent by means other than as set forth above, the Association may utilize such alternative means of notifying Owners to the fullest extent authorized by law.

WITNESS the following signatures and seals as of the date first above written.

VILLAGES OF KILN OWNERS ASSOCIATION,
a Virginia non-stock corporation

BY: Charles Behmer
Title: President

COMMONWEALTH OF VIRGINIA
COUNTY OF YORK, to-wit:

The foregoing Second Amended and Restated Declaration of Covenants and Restrictions was acknowledged before me this 26th day of August, 2009, by Charles Behymer, President of Villages of Kiln Creek Owners Association, a Virginia nonstock corporation.

[SEAL]

Sara Marie Martin
Notary Public

My commission expires: 3-31-2012
Registration No: 294156

CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55-515.1F

BY: Charles Behmer
Title: President

COMMONWEALTH OF VIRGINIA
COUNTY OF YORK, to wit:

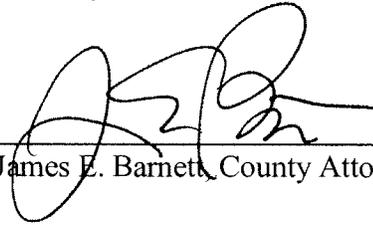
The foregoing instrument was acknowledged before me this 26th day of August, 2009, by Charles Behymer, President of Villages of Kiln Creek Owners Association, a Virginia nonstock corporation, on behalf of the corporation, who did state and certify that the requisite percentage of Owners of Lots have voted to approve and have given their consent to and ratified such Second Amended and Restated Declaration of Covenants and Restrictions by signing a document evidencing their consent to such Second Amended and Restated Declaration of Covenants and Restrictions

[SEAL]

Sara Marie Martin
Notary Public

My commission expires: 3-31-2012
Registration No: 294156

In accordance with York County Code Section 24.1-496 et seq., this Second Amended and Restated Declaration of Covenants and Restrictions of the Villages of Kiln Creek Owners Association has been approved by the County Attorney's Office.

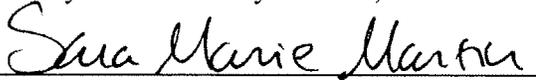


James E. Barnett, County Attorney

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF York, to wit:

The foregoing instrument was acknowledged before me this 29th day of August, 2009, by James E. Barnett, who is either personally known to me or who produced _____ as identification, as County Attorney for the County of York, on its behalf.

[SEAL]



Notary Public

My commission expires: 3-31-2012
Registration No: 294156

#3018833v7

EXHIBIT A

VILLAGES OF KILN CREEK

All those certain lots, pieces and parcels of land which were subjected to that certain instrument entitled "Villages of Kiln Creek Declaration of Covenants and Restrictions" dated May 25, 1998 and recorded June 3, 1988 in the Clerk's Office in the City of Newport News (the "Newport News Clerk's Office") in Deed Book 1176, at page 99, and in the Clerk's Office of the County of York (the "York County Clerk's Office") in Deed Book 545, at page 245 (the "Original Declaration"); as such document was amended and restated in its entirety by that certain instrument entitled "Villages of Kiln Creek Amended and Restated Declaration of Covenants and Restrictions" dated April 1, 1991 and recorded in the Newport News Clerk's Office in Deed Book 1248, at page 719, and in the York County Clerk's Office in Deed Book 612, at page 286 (the "Amended and Restated Declaration"); as such document was amended by instrument entitled "First Amendment to Amended and Restated Declaration of Covenants and Restrictions" dated August 1, 1991 and recorded in the Newport News Clerk's Office in Deed Book 1263 (1258), at page 1009 (631), and in the York County Clerk's Office in Deed Book 624, at page 565 ("First Amendment"); and by instrument entitled "Second Amendment to Amended and Restated Declaration of Covenants and Restrictions" dated September 13, 1991 and recorded in the Newport News Clerk's Office in Deed Book 1265, at page 139, and in the York County Clerk's Office in Deed Book 637, at page 577 ("Second Amendment"); and by instrument entitled "Third Amendment to Amended and Restated Declaration of Covenants and Restrictions" dated August 18, 2004 and recorded in the Newport News Clerk's Office in Deed Book 1947, at page 1995, and in the York County Clerk's Office as instrument number LR040017641 ("Third Amendment"). The foregoing Amended and Restated Declaration as amended by the First Amendment, Second Amendment and Third Amendment, is hereinafter referred to as the "First Amended and Restated Declaration." The property submitted to this Second Amended and Restated Declaration of Covenants and Restrictions includes, without limitation, all those lots, pieces and parcels of land comprising "Lots", "Common Area", and "Neighborhood Common Area" (as such terms are defined in this Second Amended and Restated Declaration of Covenants and Restrictions) previously subjected to the foregoing instruments of record by the foregoing instruments, deeds and/or by various Supplementary Declarations of Covenants and Restrictions of record in the Newport News Clerk's Office and/or in the York County Clerk's Office as applicable, for the various Neighborhoods comprising the residential subdivisions of the Villages of Kiln Creek located in the City of Newport News and the County of York, Virginia. Such Neighborhoods include, without limitation, the following Neighborhoods: Avery Woods; Cascades; Claymill Corner; Dunhill; Eagle Sound; Edgewater; Fairways; Gleneagles; Highlands; Hollingsworth; Images; Ivystone; Lake Cambridge; Lakeside; Lexington; Masters; Oakwood; Pinehurst; Players Choice; Rock Creek; Royal Coven; Sanctuary; Shoreline; Southlake; Tradewinds; Waterford Pointe; Westgate; Willow Pointe and Windbrook.

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DOC. NO. 090017258
RECORDED
2004 AUG 28 PM 3:21
DAVIS, CLERK, BY
D. Davis

COMMONWEALTH OF VIRGINIA



090017258

OFFICIAL RECEIPT
NEWPORT NEWS CIRCUIT COURT
DEED RECEIPT

(1143-005 508)

DATE: 08/28/09 TIME: 15:23:57 ACCOUNT: 700CLR090017258 RECEIPT: 09000937824
CASHIER: DNR REB: NL02 TYPE: DEC PAYMENT: FULL PAYMENT
INSTRUMENT : 090017256 BOOK: PAGE: RECORDED: 08/28/09 AT 03:21
GRANTOR: VILLAGES OF KILN CREEK OWNERS ASSOCIATION INC EX: Y LOC: CI
GRANTEE: VILLAGES OF KILN CREEK OWNERS ASSOCIATION INC EX: Y FCT: 100%
AND ADDRESS : 1405-C KILN CREEK PARKWAY NEWPORT NEWS, VA, 23602
RECEIVED OF : LECLAIRRYAN DATE OF DEED: 08/28/09

CHECK: \$55.00
DESCRIPTION 1: DECLARATION OF COVENANTS AND RESTRICTIONS PAGES: 71 O/P 0
2: VILLAGES OF KILN CREEK OWNERS ASSOCIATION NAMES: 0
CONSIDERATION: .00 A/V/L: .00 M/R: .00
PIN:

301 DEEDS 48.50 145 WSLF 1.50
106 TECHNOLOGY TRST FND 5.00
TENDERED : 55.00
AMOUNT PAID: 55.00
CHANGE AMT : .00

CLERK OF COURT: REX A. DAVIS

WITNESS the following signatures and seals as of the date first above written.

VILLAGES OF KILN OWNERS ASSOCIATION,
a Virginia non-stock corporation

BY: Charles Behymer
Title: President

COMMONWEALTH OF VIRGINIA
COUNTY OF YORK, to-wit:

The foregoing Second Amended and Restated Declaration of Covenants and Restrictions was acknowledged before me this 26th day of August, 2009, by Charles Behymer, President of Villages of Kiln Creek Owners Association, a Virginia nonstock corporation.

[SEAL]

Sara Marie Martin
Notary Public

My commission expires: 3-31-2012
Registration No: 294156

CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55-515.1F

BY: Charles Behymer
Title: President

COMMONWEALTH OF VIRGINIA
COUNTY OF YORK, to wit:

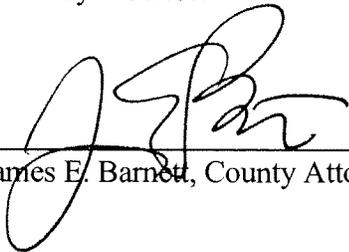
The foregoing instrument was acknowledged before me this 26th day of August, 2009, by Charles Behymer, President of Villages of Kiln Creek Owners Association, a Virginia nonstock corporation, on behalf of the corporation, who did state and certify that the requisite percentage of Owners of Lots have voted to approve and have given their consent to and ratified such Second Amended and Restated Declaration of Covenants and Restrictions by signing a document evidencing their consent to such Second Amended and Restated Declaration of Covenants and Restrictions

[SEAL]

Sara Marie Martin
Notary Public

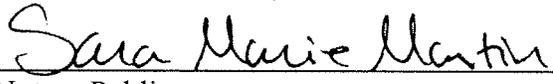
My commission expires: 3-31-2012
Registration No: 294156

In accordance with York County Code Section 24.1-496 et seq., this Second Amended and Restated Declaration of Covenants and Restrictions of the Villages of Kiln Creek Owners Association has been approved by the County Attorney's Office.


James E. Barnett, County Attorney

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF York, to wit:

The foregoing instrument was acknowledged before me this 20th day of August, 2009, by James E. Barnett, who is either personally known to me or who produced _____ as identification, as County Attorney for the County of York, on its behalf.


Sara Marie Martin
Notary Public

[SEAL]
My commission expires: 3-31-2012
Registration No: 294156

#3018833v7

EXHIBIT A**VILLAGES OF KILN CREEK**

All those certain lots, pieces and parcels of land which were subjected to that certain instrument entitled "Villages of Kiln Creek Declaration of Covenants and Restrictions" dated May 25, 1998 and recorded June 3, 1988 in the Clerk's Office in the City of Newport News (the "Newport News Clerk's Office") in Deed Book 1176, at page 99, and in the Clerk's Office of the County of York (the "York County Clerk's Office") in Deed Book 545, at page 245 (the "Original Declaration"); as such document was amended and restated in its entirety by that certain instrument entitled "Villages of Kiln Creek Amended and Restated Declaration of Covenants and Restrictions" dated April 1, 1991 and recorded in the Newport News Clerk's Office in Deed Book 1248, at page 719, and in the York County Clerk's Office in Deed Book 612, at page 286 (the "Amended and Restated Declaration"); as such document was amended by instrument entitled "First Amendment to Amended and Restated Declaration of Covenants and Restrictions" dated August 1, 1991 and recorded in the Newport News Clerk's Office in Deed Book 1263 (1258), at page 1009 (631), and in the York County Clerk's Office in Deed Book 624, at page 565 ("First Amendment"); and by instrument entitled "Second Amendment to Amended and Restated Declaration of Covenants and Restrictions" dated September 13, 1991 and recorded in the Newport News Clerk's Office in Deed Book 1265, at page 139, and in the York County Clerk's Office in Deed Book 637, at page 577 ("Second Amendment"); and by instrument entitled "Third Amendment to Amended and Restated Declaration of Covenants and Restrictions" dated August 18, 2004 and recorded in the Newport News Clerk's Office in Deed Book 1947, at page 1995, and in the York County Clerk's Office as instrument number LR040017641 ("Third Amendment"). The foregoing Amended and Restated Declaration as amended by the First Amendment, Second Amendment and Third Amendment, is hereinafter referred to as the "First Amended and Restated Declaration." The property submitted to this Second Amended and Restated Declaration of Covenants and Restrictions includes, without limitation, all those lots, pieces and parcels of land comprising "Lots", "Common Area", and "Neighborhood Common Area" (as such terms are defined in this Second Amended and Restated Declaration of Covenants and Restrictions) previously subjected to the foregoing instruments of record by the foregoing instruments, deeds and/or by various Supplementary Declarations of Covenants and Restrictions of record in the Newport News Clerk's Office and/or in the York County Clerk's Office as applicable, for the various Neighborhoods comprising the residential subdivisions of the Villages of Kiln Creek located in the City of Newport News and the County of York, Virginia. Such Neighborhoods include, without limitation, the following Neighborhoods: Avery Woods; Cascades; Claymill Corner; Dunhill; Eagle Sound; Edgewater; Fairways; Gleneagles; Highlands; Hollingsworth; Images; Ivystone; Lake Cambridge; Lakeside; Lexington; Masters; Oakwood; Pinehurst; Players Choice; Rock Creek; Royal Cloven; Sanctuary; Shoreline; Southlake; Tradewinds; Waterford Pointe; Westgate; Willow Point; and Windbrook.

71

VIRGINIA: In the Clerk's Office of the York County -
 Poquoson Circuit Court, the 28th day of
August, 2009. This deed was
 presented with the certificate annexed and admitted
 to record at 9:58 o'clock A.M.

Teste: LYNN S. MENDIBUR, CLERK

By: Kenneth E. Withmore D.C.



(1143-005 508)

OFFICIAL RECEIPT
YORK COUNTY - POPPSON CIRCUIT COURT
DEED RECEIPT

DATE: 08/28/09 TIME: 10:06:54 ACCOUNT: 199CLR090018824 RECEIPT: 09000026000
 CASHIER: REV REG: YK52 TYPE: DEC PAYMENT: FULL PAYMENT
 INSTRUMENT : 090018824 BOOK: PASE: RECORDED: 08/28/09 AT 09:58
 GRANTOR: VILLAGES OF KILN CREEK OWNERS ASSOCIATION EX: N LOC: CO
 GRANTEE: VILLAGES OF KILN CREEK OWNERS ASSOCIATION EX: N PCT: 100X
 AND ADDRESS :
 RECEIVED OF : ECLAIR RYAN DATE OF DEED: 08/25/09
 CHECK: \$55.00 1538
 DESCRIPTION 1: SECOND AMENDED AND RESATED DECLARATION OF CO PAGES: 71 D/P 0
 2: VENANTS AND RESTRICTIONS KILN CREEK NAMES: 0
 CONSIDERATION: .00 A/VAL: .00 NAP: PIN:
 301 DEEDS 48.50 145 VSLF 1.50
 106 TECHNOLOGY TRST FMD 5.00
 TENDERED : 55.00
 AMOUNT PAID: 55.00
 CHANGE AMT : .00

CLERK OF COURT: LYNN S. MENDIBUR

SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
VILLAGES OF KILN CREEK OWNERS ASSOCIATION

ARTICLE I

NAME

The name of the corporation is Villages of Kiln Creek Owners Association, hereinafter called the "Association".

ARTICLE II

PURPOSES

The Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for the management, maintenance and care of certain real estate within the development known as "Villages of Kiln Creek" located in the County of York and City of Newport News, Virginia, as more particularly described in the Second Amended and Restated Declaration of Covenants and Restrictions dated August 25, 2009, recorded in the Clerk's Office of the Circuit Court of the County of York, Virginia, as Instrument Number 090018824, and in the Clerk's Office of the Circuit Court for the City of Newport News, Virginia, as Instrument Number 090017258, as the same hereafter be amended, restated, or supplemented (collectively "the Declaration"), and to provide a means whereby the Owners, acting together, may provide for the management, maintenance and care of the Common Areas and the Neighborhood Common Areas and for this purpose to: (a) enforce the Declaration and exercise all of the powers and privileges and perform all of the duties and obligations of the Association; (b) fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the Declaration and Bylaws; (c) pay all expenses of the Association; (d) subject to the Declaration and the Bylaws, acquire, encumber, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; and (e) have and exercise any and all powers, rights and privileges which a corporation organized under the Nonstock Corporation Act of the Commonwealth of Virginia may by law now or hereafter have or exercise. No part of the net earnings of the Association shall inure (other than by providing management, maintenance and care of the Common Areas and the Neighborhood Common Areas and other than by a rebate of excess membership dues, fees and assessments) to the benefit of any private individual.

ARTICLE III

DEFINITIONS

Except as expressly defined herein, all capitalized terms used herein shall have the respective meanings set forth in the Declaration or in the Bylaws of this Association.

ARTICLE IV

MEMBERSHIP

Section 4.1. Membership. Every Owner of a Lot and a Parcel shall be a Member of the Association. Membership shall be appurtenant to, and shall not be separated from, ownership of any Lot or Parcel. Upon the recordation of the deed to a Lot or Parcel or upon any other transfer or conveyance of the record title to any Lot or Parcel, the membership of the former Owner shall cease and the Owner who acquires record title shall become a Member of the Association.

Section 4.2. Classes of Membership and Voting Rights. The designation of classes of membership and the voting rights of Members shall be as provided in the Bylaws.

ARTICLE V

BOARD OF DIRECTORS

Section 5.1. Number. The Association shall have a Board of Directors comprised of nine (9) Directors.

Section 5.2. Election of Directors.

(a) With respect to the election of the Board of Directors, nominations for election to the Board of Directors shall occur only as set forth in this Section. In order to be nominated, a nomination petition signed by the Owners of at least three (3) Lots (other than the Lot owned by the Owner being nominated) shall be submitted to the Board of Directors at least twenty-one (21) days before the annual meeting. The petition shall include a certification signed by the Owner nominee which certifies that the Owner is willing to be nominated, that the Owner satisfies the eligibility requirements set forth in the Bylaws and that the information set forth in the biographical sketch of the nominee is true and correct. The format of the petition and the biographical sketch shall be determined by resolution of the Board of Directors. The Board of Directors shall cause the names of all those who are duly nominated along with a copy of their biographical sketches, to be (i) mailed or hand delivered to every Owner and/or (ii) posted on the members only portion of the Association's website, not less than ten (10) days prior to the annual meeting. Nominations from the floor at the annual meeting shall be prohibited.

(b) The terms of Directors shall be staggered with the objective that the majority of the nine (9) Directors will each serve a two (2) year term and that all nine (9) Director positions

do not come up for election in any given year. The Board of Directors shall have the authority to determine the term length for any upcoming election to effect the intent of this Section. At the first annual meeting of the Association following the passage of these Second Amended and Restated Articles of Incorporation, nine (9) Directors shall be elected. All eligible Members of the Association shall be entitled to vote on all Directors to be elected and the candidate(s) receiving the most votes shall be elected. Five (5) Directors shall each serve a term of two (2) years and four (4) Directors shall each serve a term of one (1) year. Unless the persons so elected at such meeting otherwise agree among themselves, each of the Directors who receive the five (5) highest number of votes shall serve a two (2) year term and the remaining four (4) Directors shall each serve a term of one (1) year. In the event of a tie in the balloting, the terms of the tied Directors shall be chosen by drawing lots. At each annual meeting thereafter, Members shall elect Directors to fill the positions of the Directors whose terms are expiring (or which have otherwise become vacant) for a term of two (2) years each [unless the Board of Directors has adopted a resolution prior to the annual meeting declaring that one or more of such Director positions up for election shall be for one (1) year terms(s) to ensure, to the extent reasonably possible, that the terms of the Directors remain staggered]. The election shall be by secret ballot (unless dispensed with unanimous consent) and by a plurality of votes cast. There shall be no cumulative voting. Votes may be cast by proxy as provided in the Bylaws.

(c) At any regular or special meeting of the Association duly called where the meeting notice states that the purpose, or one of the purposes, of the meeting is removal of the director, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Members and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed shall be given at least seven (7) days' notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting.

(d) Vacancies in the Board of Directors occurring for any reason other than the removal of a director by vote of the Members, shall be filled by a vote of the majority of the remaining Directors, even though less than a quorum, at any meeting of the Board of Directors or, in the absence of any remaining directors, vacancies may be filled by the Association's registered agent. Each person so selected shall serve until the next annual meeting.

(e) To be eligible to be appointed to, and/or to serve on, the Board of Directors, Members and their Lots must be in financial good standing as indicated on the books and records of the Association and must remain in financial good standing during the Member's term on the Board of Directors. In addition, to be eligible to run for the Board of Directors a Member's Lot must not be in violation of the Governing Documents during the Member's term on the Board of Directors. For the purposes of this Section 5.2, a Member's Lot shall be deemed to be in violation if the Association has notified the Owner of such Lot of a violation of the Governing Documents and such Member has not cured the violation within the time specified by the Association (or if no time is specified by the Association, within a reasonable time after the date of such notice from the Association). Due to the time commitment required to serve on the Board of Directors as well as the heightened potential for conflicts of interest, Owners may not simultaneously serve on the Board of Directors while serving as members of any Neighborhood Advisory Board, Neighborhood Advisory Committee or separate association for any Neighborhood. Finally, Members running for election to the

Board of Directors must not be involved in a dispute with the Association at the time they seek appointment or at any time during their term. For the purposes of this paragraph, a "dispute" shall mean (i) a disagreement of a material or adversarial nature (as determined by the Board of Directors), (ii) a legal claim or cause of action or (iii) a threat of a claim or cause of action, against the Association, its officers, directors or agents; provided, however, that a dispute does not include a good faith disagreement (but not a claim) regarding an Association policy or interpretation of the Governing Documents provided the Member asserts such disagreement in a professional, business-like and non-adversarial manner and abides by the Board of Directors' disposition of such disagreement.

(f) Only Members who reside within the Villages of Kiln Creek are eligible to serve on the Board of Directors. If, due to hardship, a Director becomes a non-resident of the Villages of Kiln Creek during such Director's term and does not re-establish his/her residency within the Villages of Kiln Creek on or before the date that is sixty (60) days before the next annual meeting of the Association, that Director may continue to serve on the Board of Directors until the next annual meeting of the Association.

ARTICLE VI

LIMIT ON LIABILITY AND INDEMNIFICATION

6.1 Limit on Liability. In every instance in which the Virginia Nonstock Corporation 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 its Members or of the directors or officers of a "community association" (as defined in the Virginia Nonstock Corporation Act), any liability of the directors and officers of this Association shall be so limited or eliminated.

6.2 Mandatory Indemnification. The Association shall indemnify any individual who is, was or is threatened to be made a party to a civil, criminal, administrative, investigative or other proceeding (including a proceeding by or in the right of the Association or by or behalf of its Members) because such individual is or was a director or officer of the Association, a member of the Architectural Review Board or of any other legal entity controlled by the Association, against all liabilities (including, without limitation, liabilities resulting from activities performed and decisions made on behalf of the Association) and reasonable expenses incurred by him or her on account of the proceeding, except such liabilities and expenses as are incurred because of his or her willful misconduct or knowing violation of the criminal law. Unless a determination has been made that indemnification is not permissible, the Association shall make advances and reimbursement for expenses incurred by any of the persons named above upon receipt of an undertaking from him or her to repay the same if it is ultimately determined that such individual is not entitled to indemnification. The Association is authorized to contract in advance to indemnify any of the persons named above to the extent it is required to indemnify them pursuant to this Section 6.2.

6.3 Miscellaneous. The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators.

Indemnification pursuant to this Article shall not be exclusive of any other rights of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Association and indemnification under policies of insurance purchased and maintained by the Association or others. No person shall be entitled to indemnification by the Association to the extent he or she is indemnified by another, including an insurer.

ARTICLE VII

AMENDMENT

These Articles of Incorporation may be amended pursuant to Virginia Code Annotated § 13.1-886 and with the approval of two-thirds of the Class A votes.

#3000402v5

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, SEPTEMBER 10, 2009

The State Corporation Commission has found the accompanying articles submitted on behalf of
Villages of Kiln Creek Owners Association

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

CERTIFICATE OF RESTATEMENT

be issued and admitted to record with the articles of restatement in the Office of the Clerk of the
Commission, effective September 10, 2009.

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

MARK C. CHRISTIE
COMMISSIONER

JAMES C. DIMITRI
COMMISSIONER

JUDITH WILLIAMS JAGDMANN
COMMISSIONER

COMMONWEALTH OF VIRGINIA



JOEL H. PECK
CLERK OF THE COMMISSION
P.O. BOX 1197
RICHMOND, VIRGINIA 23218-1197

STATE CORPORATION COMMISSION Office of the Clerk

September 10, 2009

ELIZABETH L WHITE
LECLAIRRYAN A PROFESSIONAL CORPORATION
5388 DISCOVERY PARK BLVD 3RD FL
WILLIAMSBURG, VA 23188

RECEIVED
SEP 21 2009

RE: Villages of Kiln Creek Owners Association
ID: 0322484 - 7
DCN: 09-09-01-0011

Dear Customer:

This is your receipt for \$25.00 to cover the fee(s) for filing articles of restatement for a corporation with this office.

The effective date of the restatement is September 10, 2009.

Thank you for contacting our office. If you have any questions, please call (804) 371-9733 or toll-free in Virginia, (866) 722-2551.

Sincerely,

A handwritten signature in black ink that reads 'Joel H. Peck'.

Joel H. Peck
Clerk of the Commission

AMENACPT
CIS0436

SECOND AMENDED AND RESTATED
BYLAWS OF
VILLAGES OF KILN CREEK OWNERS ASSOCIATION

ARTICLE I

Plan of Ownership

Section 1.1. Applicability. These Bylaws provide for the governance of Villages of Kiln Creek Owners Association, a Virginia nonstock corporation (the "Association"). Capitalized terms used herein without definition shall have the meanings specified for such terms in the Second Amended and Restated Articles of Incorporation of the Association (the "Articles") or in the Second Amended and Restated Villages of Kiln Creek Declaration of Covenants and Restrictions dated as of August 25, 2009, made by the Association, and recorded in the Clerk's Office of the Circuit Court of the County of York, Virginia, as Instrument Number 090018824, and in the Clerk's Office of the Circuit Court of the City of Newport News, Virginia, as Instrument Number 090017258, as the same may hereafter be amended, restated or supplemented, (collectively, the "Declaration").

Section 1.2. Compliance. Every Owner and all those entitled to occupy a Lot or Parcel shall comply with these Bylaws.

Section 1.3. Office. The principal office of the Association shall be located at the Properties or at such other place as may be designated from time to time by the Board of Directors.

ARTICLE II

Membership

Section 2.1. Membership. Every Owner of a Lot and a Parcel shall be a Member of the Association. Membership shall be appurtenant to, and shall not be separated from, ownership of any Lot or Parcel. Upon the recordation of a deed to any Lot or Parcel or upon any other transfer or conveyance of the record title to any Lot or Parcel, the membership of the former owner shall cease and the Owner who acquires record title shall become a member of the Association.

Section 2.2. Classes of Members. All Owners of Lots and Parcels shall be Class A Members. (The Developer's Class B membership has expired, and, therefore, the Association now has one class of Members of the Association. In addition, according to the records of the State Corporation Commission of the Commonwealth of Virginia, the Developer, D&B Venture, L.C. was voluntarily dissolved as of March 1, 2004 and, therefore, the Developer is no longer in existence.)

Section 2.3. Voting Rights.

(a) Each Class A Member shall be entitled to cast one vote for each Lot and Parcel owned.

(b) Notwithstanding subsection (a) above, if a Parcel is developed for residential apartment use, the Owner thereof shall be entitled to cast the product of three (3) Class A votes per acre multiplied by the acreage of the Parcel. If such product is other than a whole number, the product shall be adjusted upward to the nearest whole number.

(c) The Board of Directors may suspend the voting rights of any Member during the period when any assessment shall be past due, but upon payment in full of such assessment the voting rights of such Member shall be automatically restored. The Board of Directors, after appropriate due process, may also suspend the voting rights of any Member who is in violation of the Declaration, a Supplemental Declaration or the rules or architectural guidelines promulgated by the Association and/or who allows a violation to exist on his/her Lot if such violation remains uncorrected after the last day of a period established for correction by the Association (such period to be stated in a notice to the Owner together with a statement of the violation complained of and the manner of its correction).

ARTICLE III

Meetings of Members

Section 3.1. Annual Meetings. Beginning in the calendar year following the year in which these Second Amended and Restated Bylaws are adopted by the Members of the Association, the annual meeting of Members of the Association shall be held on the first Tuesday in March of each year unless the same shall fall on a legal holiday, in which case the annual meeting shall be held on the next succeeding business day which is not a legal holiday, or on such other date as shall be designated from time to time by the Board of Directors and stated in the notice or waiver of notice of the meeting. (Prior to such time, the annual meeting of the Members of the Association shall be held on the date specified in the Amended and Restated Bylaws.)

Section 3.2. Special Meetings. The President shall call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Owners holding not less than ten percent (10%) of the Class A membership votes. The notice of any special meeting shall state the time, place and purpose thereof. Only business within the purpose or purposes described on the notice of a special meeting shall be transacted at the meeting.

Section 3.3. Place of Meetings. Meetings of the Members shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors.

Section 3.4. Notice of Meetings. The Secretary shall send to each Owner a notice of each annual or regularly scheduled Members' meeting of the Association at least fourteen (14) but not more than sixty (60) days before such meeting, stating the time, date and place thereof. Notice of any other membership meeting shall be given at least seven (7) but not more than sixty (60) days prior to such meeting, stating the time, place and the purpose thereof. Notwithstanding the foregoing, notice of any membership meeting at which there shall be voted upon any amendment to the Articles, a plan of merger, a proposed sale of assets pursuant to Section 13.1-900 of the Virginia Code or the dissolution of the Association shall be given as required by Section 13.1-842 of the Virginia Code. The mailing or personal delivery of a notice of meeting in the manner provided in these Bylaws and Section 55-510(E) of the Virginia Code and by any of the means authorized by Section 13.1-842 of the Virginia Code shall be considered service of notice. Notwithstanding the foregoing provisions, a waiver of notice in writing, signed by the Member or Member(s) entitled to such notice, whether before or after the meeting, shall be equivalent to the giving of such notice to such Member(s). A Member who attends a meeting shall be deemed to have had timely and proper notice of the meeting unless such Member attends for the express purpose of objecting because the meeting is not lawfully called or convened.

Section 3.5. Adjournment of Meetings. If at any meeting of the Members a quorum is not present, Owners holding a majority of the votes who are present at such meeting in person or by permitted proxy may adjourn the meeting to a time not less than *forty-eight hours* after the time the original meeting was called. Notice of an adjournment of any meeting of the Association shall be posted at a community communications board located at the Association's offices or other conspicuous location and shall state the time and place for the meeting to be reconvened. Notice may also be posted on any Website of the Association; however, posting of notice on such a Website shall not constitute official notice of such meeting. If a meeting is adjourned to a different date, time or place, the notice required pursuant to Section 3.4 above need not be given if the new date, time or place is announced at the meeting before adjournment.

Section 3.6. Voting. Voting at all meetings of the Association shall be on the basis set forth in these Bylaws. Where the ownership of a Lot or Parcel is in more than one person, the person who shall be entitled to cast the vote appurtenant to such Lot or Parcel shall be the person named in a certificate executed by all of the Owners of such Lot or Parcel and filed with the Secretary or, in the absence of such person from the meeting, the person entitled to cast the vote appurtenant to such Lot or Parcel shall be the person owning such Lot or Parcel who is present. If more than one person owning such Lot or Parcel is present, then such vote shall be cast only in accordance with their unanimous agreement, and absent such unanimous agreement, the vote appurtenant to such Lot or Parcel may not be cast at such meeting. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Wherever the approval or disapproval of an Owner is required by the Declaration, the Articles or these Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Lot or Parcel at any meeting of the Association. Except where a greater number is required by law, the Declaration, the Articles or these Bylaws, Owners holding more than one-half of the aggregate Class A membership votes present in person or by proxy at a duly convened meeting at which a quorum is present ("Majority of Owners") are required to adopt decisions at any meeting of the Association.

Section 3.7. Proxies. A vote may be cast in person or by proxy. Proxies shall be duly executed in writing by one with authority to execute deeds pursuant to the requirements of Section 13.1-847 of the Virginia Code and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt of notice of revocation by the person presiding over the meeting from any of the persons owning such Lot or Parcel. Except with respect to proxies in favor of a Mortgagee (hereinafter defined), no proxy shall in any event be valid for a period in excess of eleven months after the execution thereof and, in any event, any proxy shall terminate automatically upon the adjournment of the first meeting, or any continuance thereof, held on or after the date of the proxy.

Section 3.8 Alternative Voting Procedures. Notwithstanding any other provision of these Bylaws, to the extent permitted by the laws of Virginia, including, but not limited to, Section 13.1-846 of the Virginia Code, and provided the Board of Directors deems it to be in the best interest of the Association, any vote to be taken of the Members for the election of directors may be taken by mail or electronically by e-mail or similar service which satisfies the requirements of Section 13.1-846 of the Virginia Code, and the number of votes necessary for election as a director shall be the same as if the vote were taken at a meeting.

Section 3.9 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of the Owners holding ten percent of the aggregate Class A membership votes shall constitute a quorum at all meetings of the Members of Association.

Section 3.10 Conduct of Meetings. The President (or, in the absence of the President, the Vice-President or other duly designated officer) shall preside over all meetings of the Association, and the Secretary (which may be a recording secretary) shall keep the minutes of the meeting and record in a minute book all resolutions adopted and a record of all other transactions occurring, at the meeting.

ARTICLE IV

Board of Directors

Section 4.1. Number and Election. The affairs of the Association shall be managed under the direction of its Board of Directors. Directors shall be elected by the Members or otherwise appointed in accordance with the provisions of these Bylaws, the Articles and the Virginia Non-Stock Corporation Act. No more than two directors may be Owners in the same Neighborhood. The Articles contain additional provisions regarding a Member's eligibility to serve on the Board of Directors. Due to the time commitment required to serve on the Board of Directors as well as the heightened potential for conflicts of interest, Owners may not simultaneously serve on the Board of Directors while serving as members of any Neighborhood Advisory Board, Neighborhood Advisory Committee or separate association for any Neighborhood. The method of nominating and electing Directors and the term for which each Director is to be elected shall be as provided in the Articles. The removal of Directors and the filling of vacancies in the Board of Directors shall also be as provided in the Articles.

Section 4.2. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such

acts and things as are by applicable law, the Declaration, the Articles or by these Bylaws required to be exercised and done by the Association. The Board of Directors shall have the power from time to time to adopt and enforce rules and regulations with respect to the Common Areas, the Limited Common Areas and the Neighborhood Common Areas, and with respect to such other areas of responsibility assigned to the Association by the Declaration or any Supplemental Declaration; provided however, such rules and regulations shall not be in conflict with the Declaration, applicable Supplemental Declarations, the Articles or these Bylaws. The Board of Directors may from time to time elect to have the Association treated as a "homeowner's association" within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors on behalf of the Association shall have the power and duty to:

(i) Prepare an annual budget in which there shall be established the Annual Assessments of each Owner.

(ii) Make Annual Assessments and, to the extent permitted by the Declaration, special assessments against Owners to defray the costs and expenses of the operation of the Association and the Common Areas, the Limited Common Areas and the Neighborhood Common Areas and the services provided by the Association, establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payments of the assessments. Unless otherwise determined by the Board of Directors and except as set forth in the Declaration, the regular assessment against each Lot and Parcel shall be payable in equal semi-annual installments, each such installment to be due and payable in advance on the first day of January and July of each year.

(iii) Provide for the operation, care, upkeep, maintenance and servicing of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas.

(iv) Designate, hire and dismiss the personnel necessary for the operation, care, upkeep, maintenance and servicing of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas and such other areas of responsibility of the Association and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties.

(v) Collect the assessments against the Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors or prudently invest the same (for which purpose the Board of Directors may retain an investment adviser) to the extent such proceeds are not immediately required, and use the proceeds to carry out the administration of the Association.

(vi) Enact and amend rules and regulations from time to time to govern the use and enjoyment of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas and establish fees for the use of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas; provided however, that no such rules and regulations so adopted shall be in conflict with the Declaration, any applicable Supplemental Declaration, the Articles or these Bylaws; and provided further

that no such rules and regulations shall bind or be construed so as to impair in any manner the lien of any mortgage or deed of trust with respect to any Lot and/or Parcel and/or the Common Areas, the Limited Common Areas and/or the Neighborhood Common Areas.

(vii) Open bank accounts on behalf of the Association and designate the signatories thereon.

(viii) Make, or contract for the making of, repairs, additions, demolition and improvements to or alterations of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas in accordance with the Declaration.

(ix) Enforce by legal means the provisions of the Declaration, the Supplemental Declaration, the Articles, these Bylaws and the rules and regulations promulgated pursuant thereto.

(x) Obtain and carry insurance as provided in the Declaration and in Article IX of these Bylaws.

(xi) Pay the cost of all authorized services rendered to the Association and not billed to Owners or otherwise provided for.

(xii) Keep books with detailed accounts of the receipts and expenditures affecting the Association and the administration of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas, specifying the expenses of maintenance and repair of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting principles consistently applied (but may be on the cash method of accounting).

(xiii) Subject to Section 10.4 of these Bylaws, acquire (by gift, purchase, or otherwise) own, improve upon, operate, maintain, convey, encumber, sell, lease, transfer, dedicate for public use or otherwise, dispose of Lots, Parcels, Common Areas, Limited Common Areas, Neighborhood Common Areas and other property of whatsoever nature.

(xiv) Enter into land contracts, leases and maintenance agreements, cost sharing, shared use, and cross access arrangements with any person, including without limitation, any other property owners association providing services and/or shared facilities in the vicinity of the property.

(xv) Do such other things and acts not inconsistent with the Declaration, the Supplemental Declarations, the Articles or these Bylaws which the Board of Directors may be authorized to do under applicable law or by a resolution of the Association.

(xvi) Subject to Section 10.4 of these Bylaws, grant permits, licenses and easements under, through and over the Lots and Parcels (as provided in the Declaration), the Common Areas, the Limited Common Areas and the Neighborhood Common Areas for drainage, utilities, roads and access and other purposes which are reasonably necessary to the ongoing development and operation of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas, any golf course adjacent to the Properties and any development adjoining the Properties.

(xvii) When it is authorized to do so as set forth in the Declaration, appoint members of the Architectural Review Board.

(xviii) Borrow money and mortgage, lien, pledge or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred.

(xix) Grant to any person or persons a license and/or similar right to make exclusive use of portions of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas provided such grant is evidenced by a duly executed resolution of the Board of Directors.

Section 4.3. Management.

(a) Employment of Manager or Management Agent. The Board of Directors may employ for the Association a Director of Operations and/or contract with an independent "Managing Agent" at a compensation to be established by the Board of Directors. Any agreement with a Managing Agent shall be for a term not exceeding one (1) year and must permit termination by either party without cause and without termination fee upon no more than ninety (90) days' written notice.

(b) Duties. The Director of Operations (or the Managing Agent, as the case may be) shall perform such duties and services as the Board of Directors shall authorize, which may include but are not limited to the duties listed in Section 4.2(i), (iii), (iv), (v), (viii), (ix), (x), (xi), and (xii) of these Bylaws. The Board of Directors may delegate to the Director of Operations (or to the Managing Agent, as the case may be) all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in Section 4.2(ii), (vi), (vii), (xiii), (xiv), (xv), (xvi), (xvii), and (xix) of these Bylaws.

(c) Standards. The Board of Directors may impose appropriate standards of performance upon the Director of Operations (or the Managing Agent as the case may be.)

(d) Liaison. The Board of Directors may designate one of its members as liaison officer who shall be authorized to instruct and deal with the Director of Operations or the Managing Agent on any matter.

Section 4.4. Annual Meeting. The annual meeting of the Board of Directors shall be held promptly following the annual meeting of the Members of the Association. No notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, provided a quorum of the Board of Directors shall be present.

Section 4.5. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given to each director, by mail or hand delivery, at least three business days before the day named for such meeting.

Section 4.6. Special Meetings. Special meetings of the Board of Directors may be called by the President on one business days' notice to each director, given by mail or hand

delivery, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and with like notice on the written request of at least two directors.

Section 4.7. Waiver of Notice. Any director may at any time, in writing signed by such director, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Except in the circumstances described in section 13.1-867B of the Virginia Code, attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 4.8. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the vote of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 4.9. Compensation. No director shall receive any compensation from the Association for acting as such; however, the Board of Directors may in its discretion reimburse any director for actual expenses incurred.

Section 4.10. Conduct of Meetings. The President (or, in the absence of the President, the Vice-President or other duly designated officer) shall preside over all meetings of the Board of Directors, and the Secretary (which may be a recording secretary) shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 4.11. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 4.12. Meetings by Telephone Conference, etc. The Board of Directors may meet by means of a telephone conference, video-conference or similar communication equipment by means of which all persons participating in the meeting can hear each other and participation by such means shall constitute presence in person at such meeting. Such meetings may be called by the President or by a majority of the directors, and at least two (2) of the directors shall be physically present at the meeting place specified in the notice.

ARTICLE V

Committees and Neighborhood Advisory Boards

Section 5.1. Committees. The Board of Directors may create one or more committees and may appoint members of the Board, officers of the Association or Members to such committees. Committees shall perform such tasks and serve for such periods as may be designated by resolution adopted by the Board. Each committee shall operate in accordance with the terms of resolution of the Board of Directors designating such committee or with rules adopted by the Board. The provisions of these Bylaws which govern meetings, action without meetings, notice and waiver of notice, quorum and voting requirements of the Board of Directors shall apply to committees as well.

Section 5.2. Neighborhood Advisory Boards and Neighborhood Advisory Committees. The Supplemental Declarations applicable to certain Neighborhoods contain provisions for the creation of an advisory “board” to act in an advisory role to the Association’s Board of Directors. Such advisory boards, together with any committees created from time to time by the Board of Directors, shall be treated as committees of the Association and shall be subject to all of the requirements set forth in these Bylaws and under applicable laws relating to committees.

Section 5.3. Eligibility. To be eligible to be appointed to, and/or to serve on, a committee, Members and their Lots must be in financial good standing as indicated on the books and records of the Association and must remain in financial good standing during the committee member’s term. In addition, to be eligible for service, a committee member’s Lot must not be in violation of the Governing Documents during the committee member’s term. For the purposes of this Section 5.3, a Member’s Lot shall be deemed to be in violation if the Association has notified the Owner of such Lot of a violation of the Governing Documents and such Member has not cured the violation within the time specified by the Association (or if no time is specified by the Association, within a reasonable time after the date of such notice from the Association). Finally, Members wishing to serve on a committee must not be involved in a dispute with the Association at the time they seek appointment or at any time during their term. For the purposes of this paragraph, a “dispute” shall mean (i) a disagreement of a material or adversarial nature (as determined by the Board of Directors), (ii) a legal claim or cause of action or (iii) a threat of a claim or cause of action, against the Association, its officers, directors or agents; provided, however, that a dispute does not include a good faith disagreement (but not a claim) regarding an Association policy or interpretation of the Governing Documents provided the member asserts such disagreement in a professional, business-like and non-adversarial manner and abides by the Board of Directors disposition of such disagreement.

ARTICLE VI

Architectural Review

Section 6.1. Architectural Review Board. There shall be an Architectural Review Board as provided in the Declaration. The number of members, the method of their appointment or election and their duties and powers shall be as set forth in the Declaration. The provisions of

these Bylaws governing meetings, action without a meeting, notice and waiver of notice and quorum and voting of the Board of Directors shall apply to the Architectural Review Board as well.

ARTICLE VII

Officers

Section 7.1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be desirable. The President shall be a member of the Board of Directors. Any other officers may, but need not, be members of the Board of Directors. Officers shall be members of the Association.

Section 7.2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office (unless sooner removed) until the next annual meeting of the Board or until their replacements are elected.

Section 7.3. Removal of Officers. Any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 7.4. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Board of Directors, and have all of the general powers and duties which are incident to the office of president of a corporation organized under the Virginia Nonstock Corporation Act.

Section 7.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors or by the President.

Section 7.6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board of Directors may direct; maintain a register setting forth the place to which all notices to Owners and Mortgagees requesting notices shall be delivered; upon request by a conveying Owner, deliver statements of all unpaid assessments applicable to the Lot to be conveyed; execute notices of delinquent assessment in accordance with the Declaration; execute notices of and releases of the lien for delinquent assessments as described in the Declaration and, in general, perform all the duties incident to the office of secretary of a corporation organized under the Virginia Nonstock Corporation Act.

Section 7.7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies and other valuables in the name of the Board of Directors, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors; and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the Virginia Nonstock Corporation Act.

Section 7.8. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such; however, any officer may be reimbursed for actual expenses incurred as such officer.

ARTICLE VIII

Operation of the Property

Section 8.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

Section 8.2. Adoption of Budget and Establishment of Assessments. The Board of Directors shall adopt a budget (which shall include any proposed capital expenditures) for each fiscal year as set forth in the Declaration and shall establish the amount of the annual assessment for every Member subject thereto. The Board of Directors shall make the annual budget and assessment amount available to every Member at least 15 days in advance of adopting the same. These shall be available in the Association's office and on the Association's website. In adopting a budget, the Board of Directors shall provide for a reserve fund including a reserve for the deductible on physical damage insurance policies. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year after the initial budget is adopted shall not constitute a waiver or release in any manner of an Owner's obligation to pay his assessment as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner liable therefor shall continue to pay each periodic installment at the rate established for the previous fiscal year until notice of the periodic payment which is due more than ten days after such new annual or adjusted budget shall have been delivered.

Section 8.3. Payment of Assessments. Each Owner shall pay the assessments established by the Declaration, the Supplemental Declaration applicable to such Owner's Lot, and these Bylaws. No Owner shall be liable for the payment of any part of the assessment against his Lot or Parcel and due subsequent to the date of recordation of a deed by him in fee of such Lot or Parcel to a successor Owner (except a conveyance as security for the performance of an obligation). Each Owner waives the benefit of the homestead exemption as to any assessments levied against either the Lot or Parcel or the Owner. Each such assessment, together with the interest at the highest lawful rate, late charges as established by the Board of Directors and costs of collection (including attorneys' fees) shall also be the personal obligation of the Owner at the time the assessment fell due.

Section 8.4. Collection of Assessments. The Board of Directors, or the Managing Agent at the request of the Board of Directors, may take action to collect any assessments, interest and late charges due from any owner. Each defaulting Owner shall also pay all costs of collection, including without limitation attorneys' fees, incurred in the collection of any unpaid assessment and shall also pay any expense incurred as a result of a check being returned to the Association without payment. Any installment of an Annual Assessment or a Special Assessment not paid on or before the due date shall be delinquent in which case the Board of Directors may exercise any remedies available to the Association at law, under these Bylaws and/or the Declaration. In addition, if such installment is not paid within thirty (30) days after the due date, the Board of Directors shall have the right upon notice to the Owner to accelerate the installments owed and declare the entire balance of any Annual Assessment or Special Assessment due and payable in full.

Section 8.5. Statement of Assessments and Access to Records. In addition to complying with the requirements of Section 8.6 of these Bylaws, the Board of Directors shall promptly provide any Owner, contract purchaser or Mortgagee so requesting the same in writing with a written statement of the amount of the general and any special assessment levied against a Lot or Parcel and all unpaid assessments due from such Owner. The Association shall keep detailed records of its operation and administration and make the same available for inspection as provided in Section 55-510 of the Virginia Code. The Association may impose and collect a charge, reflecting the actual cost of materials and labor, before providing copies of any books and records to a Member.

Section 8.6. Disclosure Packets. In addition to providing a statement of assessments and making the Association records available as provided in Section 8.5 of these Bylaws, the Association shall provide to the owner of a Lot or Parcel who has contracted to sell the same, within 14 days of the actual receipt by the Association of a written request therefor, a disclosure packet containing all of the documents and other information required under Section 55-509.5 of the Virginia Code. The Association may charge a fee for the preparation and issuance of each disclosure packet to reflect the actual cost of the preparation thereof, not to exceed the maximum amount allowed under Section 55-509.6 of the Virginia Code (if the Association engages a Managing Agent) or under Section 55-509.7 of the Virginia Code (if the Association employs a Director of Operations and not a Managing Agent).

Section 8.7. Maintenance, Repair, Replacement and Other Expenses. The Association shall be responsible for such maintenance, repair and replacement of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas as is set forth in the Declaration. Unless otherwise determined by the Board of Directors, all repairs and replacements shall be substantially similar to the original construction and installation and shall be of good quality. The method of approving payment vouchers for repairs and replacements performed by the Association shall be determined by the Board of Directors.

ARTICLE IX

Insurance

Section 9.1. General Requirements.

(a) Purchase of Insurance. All insurance policies relating to the Common Areas, the Limited Common Areas and the Neighborhood Common Areas shall be purchased by the Association. Neither the Board of Directors nor the Managing Agent shall be liable for failure to obtain any coverage required by the Declaration, by this Article IX or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverage is available only at unreasonable cost.

(b) Required Provisions in Policies. Each insurance policy for the Common Areas, the Limited Common Areas and the Neighborhood Common Areas shall provide that:

(i) The insurer waives any right to claim (A) by way of subrogation against, the Association, the Board of Directors, the Managing Agent or the Owners, and their respective lessees, and (B) invalidity arising from acts of the insured.

(ii) Such policy may not be cancelled, not renewed or substantially modified without at least thirty (30) days prior written notice to the Association and the Managing Agent, and in the case of physical damage and fidelity insurance, to all Owners and Mortgagees and mortgage loan servicers.

(iii) The Association and the Managing Agent, if any, shall be named insureds.

(c) Insurance Companies. All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Virginia and, in the case of the physical damage insurance, holding a rating of B/III or better by Best's Insurance Reports.

Section 9.2 Physical Damage Insurance.

(a) All Risk Coverage. The Association shall obtain and maintain a policy of insurance against fire and such other hazards within the meaning of "all risk" insuring the improvements to the Common Areas, the Limited Common Areas and the Neighborhood Common Areas (including fixtures and building service equipment and personal property), naming the Association as insured for the use and benefit of all Owners in an amount equal to not less than 100% of the then current replacement cost of the improvements to the Common Areas, the Limited Common Areas and the Neighborhood Common Areas (exclusive of land, excavations, foundations and other items usually excluded from such coverage), such amount to be redetermined annually by the Board of Directors with the assistance of the insurance company affording such coverage. Any deductible shall not exceed the lesser of \$10,000 or 1% of the amount of coverage and such deductible shall be considered in establishing the level of reserves.

(b) Required Provisions. Such policy shall also provide (unless otherwise provided):

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

(ii) The following endorsements (or equivalent) if applicable and available: (A) "contingent liability from operation of building laws", "demolition cost" and "increased cost of construction", (B) "agreed amount" or its equivalent and "inflation guard," and (C) "steam boiler and machinery coverage" with minimum liability per accident of not less than the lesser of the insurable value of the building housing the boiler or machinery or \$2,000,000.

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

(c) Delivery of Policies to Mortgagees. A duplicate original of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder together with proof of payment of premiums shall be delivered by the insurer at least ten days prior to the expiration of the then current policy to any Mortgagee requesting the same.

(d) Prohibited Provisions. The Association shall not obtain a policy where (i) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against any Owner or Mortgagee or mortgage loan servicer or become a lien on the Properties; or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Association from collecting insurance proceeds.

Section 9.3. Liability Insurance. The Association shall obtain and maintain comprehensive general public liability and property damage insurance in such limits as the Board of Directors may from time to time determine (but not less than \$1,000,000 for bodily injury or property damage), insuring the Association, each member of the Board of Directors, the Managing Agent, and each Owner against any liability to the public or to the Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas and other areas (if any) under the supervision of the Association including, to the extent applicable and available: host liquor liability, elevator collision liability, comprehensive automobile liability, contractual liability, garage keeper's liability and bailee's liability. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying liability to an owner because of negligent acts of the Association or of another Owner. The Board of Directors shall review such limits once each year. "Umbrella" liability insurance in excess of the primary limits may also be obtained.

Section 9.4. Other Insurance. The Association shall obtain and maintain:

(i) Fidelity coverage to protect against dishonest acts on the part of officers, directors, employees and agents (including the Managing Agent) of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall: (A) name the Association as an obligee; B) be written in an amount to cover the maximum funds that will be in the custody of the Association or the Managing Agent at any time and in any event not less than three (3) months' aggregate assessments on all Lots plus reserves; and (C) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;

(ii) Worker's compensation and employer's liability insurance if and to the extent necessary to meet the requirements of law and which, if carried, shall name the Managing Agent (if any) as an additional insured; and

(iii) Such other insurance as the Board of Directors may determine or as may be requested from time to time by Owners of a majority of the Lots.

Section 9.5. Separate Insurance by Owners. Each Owner shall have the right and responsibility, at his own expense, to obtain insurance for his own Lot or Parcel and improvements thereon and for his own benefit; provided, however, that no Owner shall be entitled to exercise his right to obtain such insurance coverage so as to decrease the amount which the Association, on behalf of all Owners, may realize under any insurance policy maintained by the Association or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by an Owner. Each Owner shall obtain liability insurance with respect to his Lot or Parcel in the amount of at least \$100,000.00. All such policies shall contain waivers of subrogation as against the Association and its Board of Directors, and the Managing Agent (if any), and their respective agents and employees. No Owner shall obtain separate insurance policies in conflict with this Section 9.5.

Section 9.6. Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent and attorney-in-fact (coupled with an interest) for each Owner, each Mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Property to adjust and settle all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims and to pursue and settle all claims arising out of the taking by way of eminent domain of any of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas.

ARTICLE X

Mortgages

Section 10.1. Notice to Board of Directors. An Owner who acquires a Lot shall promptly notify the Board of Directors of his name and address. Any holder or beneficiary of a mortgage or deed of trust on a Lot or Parcel ("Mortgagee") may give written notice to the Association of its name and address and the address of the Lot or Parcel to which its mortgage applies.

Section 10.2. Notice of Default. Upon request, the Association shall give notice to any Mortgagee of the Owner's default in paying an assessment or any other default with respect to that Mortgagee's Lot or Parcel which has not been cured within 60 days of the date such assessment became due or the date the Association notified such Owner of the default, respectively.

Section 10.3. Other Rights of Mortgagees. Upon written request, any Mortgagee shall be entitled to receive written notice of meetings of the Association, and all Mortgagees or their designees shall be entitled to attend meetings of the Association and shall have the right of a member to speak at such meetings. All Mortgagees shall have the right of a member to examine the books and records of the Association.

Section 10.4. Mortgagees' Approvals. Unless two-thirds of the Mortgagees holding first liens on Lots and Parcels (voting on the basis of one vote for each Mortgage owned) or two-thirds of the Owners of Lots and Parcels, have given their prior written approval, the Association shall not be entitled to:

(i) By act or omission materially change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Lots and Parcels, the maintenance of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas walks, common fences and driveways and the upkeep of lawns and plantings in the Properties; or

(ii) Change the method of determining the obligations, assessments, dues or other charges that may be levied against an Owner of a Lot or Parcel, provided, however, that the method of determining the assessments against Lots in one Neighborhood may differ from the method for Lots in other Neighborhoods;

(iii) By act or omission, seek to abandon, partition, subdivide, mortgage, sell or transfer the Common Areas, the Limited Common Areas and the Neighborhood Common Areas (except that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas by the Owners and lawful occupants of the Properties shall not be deemed a transfer within the meaning of this clause);

(iv) Use hazard insurance proceeds for losses to any portion of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas for other than the repair, replacement or reconstruction of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas; or

(v) Fail to maintain fire and extended coverage on insurable Common Areas, Limited Common Areas and Neighborhood Common Areas on a current replacement cost basis in an amount at least equal to 100% of the insurable current replacement cost.

Section 10.5. Payment of Charges. First Mortgagees of Lots and Parcels may:

(i) jointly or singly pay taxes or other charges that are in default and that may have become charges against the Common Areas, the Limited Common Areas and the Neighborhood Common Areas; and

(ii) pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Common Areas, the Limited Common Areas and the Neighborhood Common Areas in case of lapse of a policy.

First Mortgagees making such payments are due immediate reimbursement from the Association, and upon request by a First Mortgagee the Association shall execute an agreement reflecting the foregoing in favor of all first Mortgagees.

ARTICLE XI

Miscellaneous

Section 11.1. Notices. All notices, demands, requests, statements or other communications under these Bylaws shall be in writing and shall be either delivered by overnight express mail, in person or if sent by U.S. first class mail, postage prepaid, return receipt requested, (i) if to an Owner, at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such Owner, or (ii) if to the Association, at 1405-C Kiln Creek Parkway, Newport News, Virginia 23602, or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section, or (iii) if to a Mortgagee, to the address provided by the Owner or to such other address as the Mortgagee may specify by written notice to the Association. All such notices, demands, requests, statements or other communications shall be deemed to have been given when sent to the appropriate address above. Rejection or other refusal to accept shall not invalidate the effectiveness of any notice, demand, request, statement or other communication. The Association may utilize electronic forms of communication to serve notices, demands, requests, statements or other communications to the extent such forms of communication are authorized for such purposes under applicable law.

Section 11.2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 11.3. Gender, Etc. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 11.4. Construction. These Bylaws are intended to comply with applicable laws and shall be so interpreted and applied. In the event of conflict between the Declaration, any Supplemental Declaration or the Articles and these Bylaws, the Declaration, Supplemental Declaration or Articles shall control.

Section 11.5. Amendments. These Bylaws may be amended by a vote of at least two-thirds (2/3) of the Class A votes entitled to be cast by Members present in person or by proxy at a duly convened meeting at which a quorum is present. For purposes of this Section 11.5, the presence in person or by proxy of Members entitled to cast 50% of the aggregate Class A membership votes shall constitute a quorum; however, to the extent any such amendment would be inconsistent with the Declaration or a Supplemental Declaration, such amendment shall be adopted in the same fashion as an amendment to the Declaration or the Supplemental Declaration.

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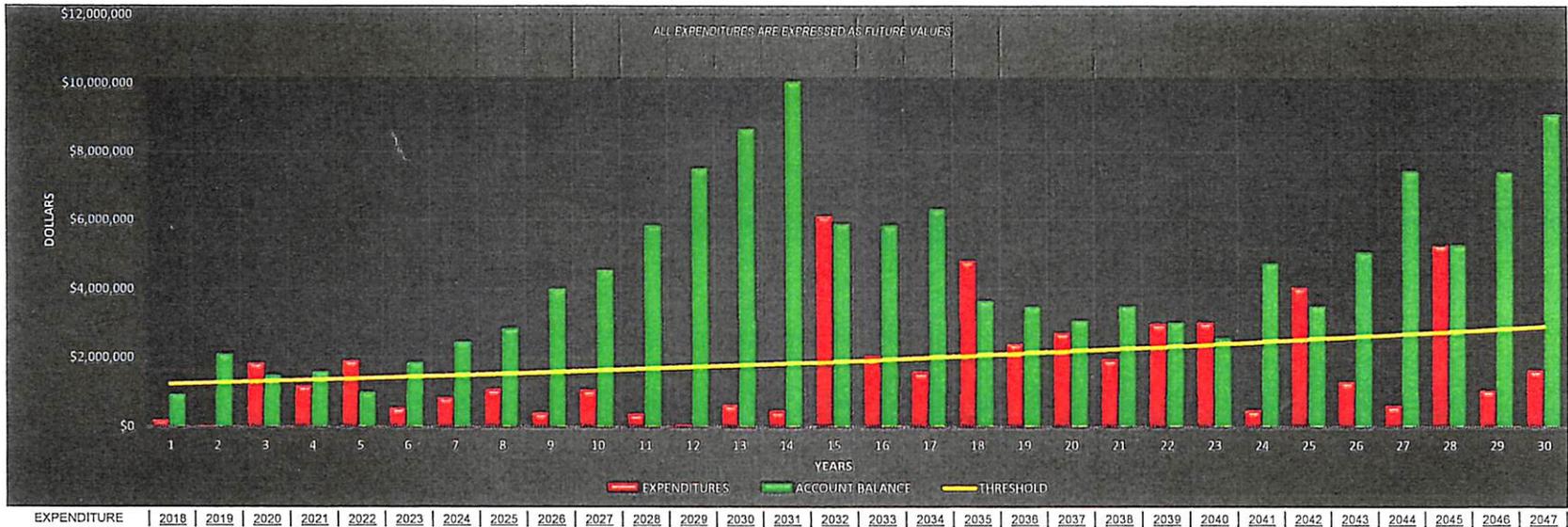


Interactive Reserve Analysis
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RESERVE FUNDING NAVIGATOR

CASH FLOW METHODOLOGY

KILN CREEK - MASTER ASSOCIATION



EXPENDITURE	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
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Inflation rate historical period; <u>select year</u> :	2 years	Annual escalation to the contribution per year, if any:	3.7%
Anticipated annual construction inflation rate:	3.00% per year		
Threshold Balance to be Maintained in Account:		Annual Contribution in Year:	
A selected minimum balance of:	\$0 OR	2018	\$301,401
Total of the next 30 years of expenditures, times:	5.0%	2019	\$1,200,000
		2020	\$1,244,400
		2021	\$1,290,443
		2022	\$1,338,189

The graph above is a pictorial representation of the cash flow funding model used for this analysis. It illustrates the projected reserve account balance in each of the next 30 years (green bars) as it is impacted by the projected reserve expenditures over the same period (red bars). The yellow line is a designated threshold or "floor" of the reserve account - a line that allows the plan to keep the account balance equal to or greater than in the lowest balance year(s). It essentially represents a contingency balance that the account will always be available over and above the amounts required to fund all of the components when the funding model projects them to be replaced. This threshold value is not prescribed by law or standards, and can be adjusted to a level desired by the community.

VILLAGES OF KILN CREEK OWNERS
ASSOCIATION BOARD OF DIRECTORS
MEETING MINUTES
September 27, 2018

Board Attendees:

David Radcliffe, President Jim Paddleford, Treasurer Jeff Verry, Secretary
Peggy Peoples, Director Marty Tate, Director (on phone) Sandy Pullen-Droessler, Director

Other Attendees: Chris Coleman, Laura Carnrike, Ivey Hawkins, William Harris, Dave Marcus and 2 homeowner lots were present.

Quorum established.

The meeting was called to order by Dave Radcliffe at 6:05pm. The agenda was adopted as written.

Homeowner forum-0 homeowner addressed the Board of Directors.

The Following minutes were adopted as corrected:
Regular Board Meeting August 23, 2018

The Treasurer's Report was presented by Jim Paddleford.

The Management Reports were presented by Mr. Coleman & Ms. Carnrike and filed.

Old Business was discussed regarding the Budget/Reserve Study.

Motion was duly made, seconded and unanimously carried to approve an increase in assessments for 2019; the amount to be determined at a later time.

New Business was discussed regarding Community Day.

Committee Reports were given by the Chairs of the Architectural Review Board & Strategic Planning Committee.

Motion was duly made, seconded and unanimously carried to approve the new antenna/satellite dish rule & form.

A brief recess was taken from 7:42pm to 8:00pm.

Motion was duly made, seconded and unanimously carried to enter into Executive Session at 8:00pm to discuss contracts and personnel.

Motion was duly made, seconded and unanimously carried to come out of Executive Session at 9:20pm. No other items were discussed other than contracts and personnel.

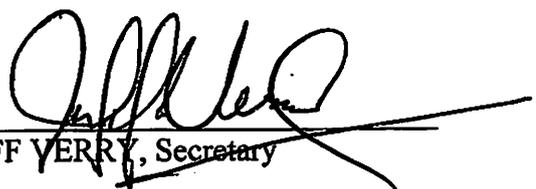
Motion was duly made, seconded and unanimously carried to approve the proposals from Davey Tree Company for 2019-2021 landscaping for Lakeside in the amount of \$66,852.57/year and for Claymill Corner in the amount of \$87,706.06/year.

Motion was duly made, seconded and unanimously carried to approve the proposals from Chase Roofing to replace the flat surface roof on the Rec Center in an amount up to \$25,700 to come from the Replacement Reserve Fund.

With there being no further business, the meeting was adjourned at 9:21 pm.

The next scheduled regular meeting of the Board of Directors will take place on Thursday, October 25, 2018, at 6:00pm at the Club.

DAVID RADCLIFFE, President



JEFF VERRY, Secretary

Motion was duly made, seconded and unanimously carried to give Lot 05, Sanctuary until the date(s) below to complete the following item(s). If not completed by such time, the owner will be assessed a daily monetary penalty, in accordance with the Virginia Code- Property Owners Act.

****Please complete by November 30, 2018:**

- Your driveway has dirt/stains that need to be cleaned.

Motion was duly made, seconded and unanimously carried to give Lot 63, Sanctuary until the date(s) below to complete the following item(s). If not completed by such time, the owner will be assessed a daily monetary penalty, in accordance with the Virginia Code- Property Owners Act. (The homeowner was in attendance as noted above.)

****Please complete by October 31, 2018:**

- Your roof has stains that need to be cleaned.
- Your trim under the roof needs to be cleaned.
- All of your siding including the siding on the dormers needs to be cleaned.
- Your garage door trim and both of your garage doors need to be cleaned.
- Your driveway needs to be cleaned.

Motion was duly made, seconded and unanimously carried to give Lot 161, Lake Cambridge until the date(s) below to complete the following item(s). If not completed by such time, the owner will be assessed a daily monetary penalty, in accordance with the Virginia Code- Property Owners Act. (The homeowner was in attendance as noted above.)

****Please complete by November 30, 2018:**

- Your roof stains need to be cleaned.
- Your siding needs to be cleaned.
- Your gutters, soffit and trim need to be cleaned.
- Your trim around the garage door needs to be painted and any wood rot repaired.
- Your house numbers need to be added to your mailbox or post.

Motion was duly made, seconded and unanimously carried to give Lot 142, Masters until the date(s) below to complete the following item(s). If not completed by such time, the owner will be assessed a daily monetary penalty, in accordance with the Virginia Code- Property Owners Act.

****Please complete by November 6, 2018:**

- Your derelict vehicle needs to be removed or have a current inspection sticker and license plates.

Motion was duly made, seconded and unanimously carried to give Lot 132, Masters until the date(s) below to complete the following item(s). If not completed by such time, the owner will be assessed a daily monetary penalty, in accordance with the Virginia Code- Property Owners Act.

****Please complete by November 30, 2018:**

- Your roof stains need to be cleaned.
- Your chimney cap/chimney crown is rusting and needs to be painted or replaced. The Kiln Creek Architectural Standards states, "Damaged or rusted chimney caps shall be replaced by non-corrosive material (i.e. galvanized or stainless steel) or painted with silver or gray

rust resistant paint.”

- Your right siding needs to be cleaned.
- Your trim under the roof line on the right side needs to be cleaned.

Motion was duly made, seconded and unanimously carried to give Lot 25, Masters until the date(s) below to complete the following item(s). If not completed by such time, the owner will be assessed a daily monetary penalty, in accordance with the Virginia Code- Property Owners Act.

****Please complete by November 30, 2018:**

- Your roof stains need to be cleaned.

Motion was duly made, seconded and unanimously carried to give Lot 21, Dunhill until the date(s) below to complete the following item(s). If not completed by such time, the owner will be assessed a daily monetary penalty, in accordance with the Virginia Code- Property Owners Act.

****Please complete by November 30, 2018:**

- Your roof stains need to be cleaned.
- Your fence needs to be cleaned.
- Your shutters & your front door need to be painted.
- Your siding needs to be cleaned.

****Please complete by April 28, 2019:**

- Your chimney cap/chimney crown is rusting and needs to be painted or replaced. The Kiln Creek Architectural Standards states, “Damaged or rusted chimney caps shall be replaced by non-corrosive material (i.e. galvanized or stainless steel) or painted with silver or gray rust resistant paint.”

Motion was duly made, seconded and unanimously carried to give Lot 23, Dunhill until the date(s) below to complete the following item(s). If not completed by such time, the owner will be assessed a daily monetary penalty, in accordance with the Virginia Code- Property Owners Act.

****Please complete by November 30, 2018:**

- Your roof has stains that need to be cleaned.
- Your driveway needs to be cleaned.

****Please complete by April 30, 2019:**

- Your lawn needs to be established (meaning we can see a noticeable difference in the appearance of your lawn in regards to removal of weeds and growth of new grass).

Motion was duly made, seconded and unanimously carried to give Lot 68, Dunhill until the date(s) below to complete the following item(s). If not completed by such time, the owner will be assessed a daily monetary penalty, in accordance with the Virginia Code- Property Owners Act.

****Please complete by November 30, 2018:**

- Submit a plan stating what type of shrubs you will be planting and a plat showing where they will be installed.

****Please complete by April 30, 2019:**

- All shrubs must be installed according to the plans submitted to the Kiln Creek Owners Office.

Motion was duly made, seconded and unanimously carried to give Lot 08, Avery Woods until the date(s) below to complete the following item(s). If not completed by such time, the owner will be assessed a daily monetary penalty, in accordance with the Virginia Code- Property Owners Act.

****Please complete by November 30, 2018:**

- Your trim under the roof needs to be painted.

Motion was duly made, seconded and unanimously carried to give Lot 36, Avery Woods until the date(s) below to complete the following item(s). If not completed by such time, the owner will be assessed a daily monetary penalty, in accordance with the Virginia Code- Property Owners Act.

****Please complete by October 31, 2018:**

- Your roof has stains that need to be cleaned.
- Submit a lawn care contract or plan stating that your lawn will be treated for weed removal, seeding of lawn, and any other means necessary to bring your lawn into compliance.

****Please complete by April 30, 2019:**

- Lawn needs to be established (meaning we can see a noticeable difference in the appearance of your lawn in regards to removal of weeds and growth of new grass).

Motion was duly made, seconded and unanimously carried to give Lot 18, Avery Woods until the date(s) below to complete the following item(s). If not completed by such time, the owner will be assessed a daily monetary penalty, in accordance with the Virginia Code- Property Owners Act.

****Please complete by November 30, 2018:**

- Your trim under the roof line needs to be painted and any wood rot repaired.

****Please complete by April 30, 2019:**

- Lawn needs to be established (meaning we can see a noticeable difference in the appearance of your lawn in regards to removal of weeds and growth of new grass).

Motion was duly made, seconded and unanimously carried to give Lot 53, Avery Woods until the date(s) below to complete the following item(s). If not completed by such time, the owner will be assessed a daily monetary penalty, in accordance with the Virginia Code- Property Owners Act.

****Please complete by October 31, 2018:**

- The dumpster in your driveway needs to be removed.

****Please complete by November 30, 2018:**

- Your roof stains need to be cleaned.
- Your driveway needs to be cleaned.
- Your fence needs to be cleaned.
- The trim under your roof line needs to be painted.

Motion was duly made, seconded and unanimously carried to give Lot 39, Players Choice until the date(s) below to complete the following item(s). If not completed by such time, the owner will be assessed a daily monetary penalty, in accordance with the Virginia Code- Property Owners Act.

****Please complete by October 31, 2018:**

- Your lawn needs to be mowed and maintained on a regular basis in accordance with item #17 Landscaping. In high growth seasons this may mean as often as once a week.

****Please complete by November 30, 2018:**

- Your roof has stains that need to be cleaned.
- Your walkway & driveway need to be cleaned.
- Your gutters have dirt/stains that need to be cleaned off.
- Your shutters need to be painted.

****Please complete by April 30, 2019:**

- Your lawn needs to be established (meaning we can see a noticeable difference in the appearance of your lawn in regards to removal of weeds and growth of new grass).

Motion was duly made, seconded and unanimously carried to give Lot 110, Lakeside until the date(s) below to complete the following item(s). If not completed by such time, the owner will be assessed a daily monetary penalty, in accordance with the Virginia Code- Property Owners Act.

****Please complete by November 30, 2018:**

- Your gutters need to be cleaned.
- Your siding needs to be cleaned.
- Your broken gutters need to be replaced.
- Your driveway needs to be cleaned.
- Your garage door needs to be cleaned.
- Your stickers beside your garage door need to be removed.
- Your trim under the roof line needs to be cleaned.
- Your window trim needs to be cleaned.
- Your arbor needs to be cleaned.

Motion was duly made, seconded and unanimously carried to give Lot 16, Lakeside until the date(s) below to complete the following item(s). If not completed by such time, the owner will be assessed a daily monetary penalty, in accordance with the Virginia Code- Property Owners Act.

****Please complete by November 30, 2018:**

- Your garage door needs to be cleaned.
- Your gutters on the left side of the garage need to be cleaned off.
- Your roof has stains that need to be cleaned.

Motion was duly made, seconded and unanimously carried to give Lot 66, Claymill Corner until the date(s) below to complete the following item(s). If not completed by such time, the owner will be assessed a daily monetary penalty, in accordance with the Virginia Code- Property Owners Act.

****Please complete by November 30, 2018:**

- Your balcony needs to be cleaned and possibly painted.
- All of your siding needs to be cleaned.
- Your gutters and soffit have dirt/stains that need to be cleaned off.
- Your siding under the balcony needs to be cleaned.

Motion was duly made, seconded and unanimously carried to give Lot 19, Claymill Corner until the date(s) below to complete the following item(s). If not completed by such time, the owner will be assessed a daily monetary penalty, in accordance with the Virginia Code- Property Owners Act.

****Please complete by November 30, 2018:**

- Your left siding and the siding on the chimney need to be cleaned.
- Your rear gutter has dirt/stains that need to be cleaned.

Motion was duly made, seconded and unanimously carried to give Lot 46, Southlake until the date(s) below to complete the following item(s). If not completed by such time, the owner will be assessed a daily monetary penalty, in accordance with the Virginia Code- Property Owners Act.

****Please complete by November 30, 2018:**

- Your fence has algae that needs to be cleaned.
- Your mailbox post needs to be painted.
- Your gutters and soffit need to be cleaned off and the debris needs to be cleaned out.
- Your walkway, driveway and porch steps have dirt/stains that need to be cleaned.
- Your lawn debris needs to be removed.
- Your siding on the garage needs to be cleaned.
- All of the trim on your home needs to be painted, including but not limited to: the trim under the roofline, the trim around the garage door, the trim around the side door, the front door side light trim, the trim around all the windows.
- Your front garage doors and the side garage door needs to be painted.
- Your front door side lights need to be painted.
- Your light fixtures need to be painted or replaced.

****Please complete by April 30, 2019:**

- Lawn needs to be established (meaning we can see a noticeable difference in the appearance of your lawn in regards to removal of weeds and growth of new grass).

Motion was duly made, seconded and unanimously carried to revoke privileges to use the common area amenities (pool, tennis courts, fitness center, rec. center, etc.) pursuant to the *Villages of Kiln Creek Owners Association Declaration dated October 15, 2009, Section 4.5ii, 5.1 5.6 and Section 8.3 of the Bylaws*, for the following lots: Lot 126, Cascades, Lot 743, Gleneagles, Lot 914, Eagle Sound, Lot 109, Claymill Corner, Lot 39, Players Choice, Lot 06, Pinehurst, Lot 07, Ivystone, Lot 99, Ivystone, Lot 210, Lake Cambridge, Lot 262, Lake Cambridge, Lot 50, Lakeside, Lot 110, Lakeside, Lot 63, Sanctuary, Lot 28, Southlake, Lot 15, Westgate, Lot 63, Westgate, Lot 105, Westgate, Lot 203, Westgate, Lot 262, Westgate, Lot 170, Windbrook, Lot 21, Dunhill, Lot 49, Dunhill and Lot 29, Hollingsworth. Privileges to use the common area amenities for the mentioned lots have been revoked until their account has been paid in full at the collections attorney.

There being no further business, the meeting adjourned at 7:35 pm.



Jim Ogden,
Vice President, KCOA



Jim Paddleford,
Chair, Architectural Review Board

VILLAGES OF KILN CREEK OWNERS ASSOCIATION
BOARD OF DIRECTORS
MEETING MINUTES
October 25, 2018

Board Attendees:

Jim Ogden, Vice President	Jim Paddleford, Treasurer	Jeff Verry, Secretary
Peggy Peoples, Director	Marty Tate, Director	Sandy Pullen-Droessler, Director
Joe Phillips, Director	Guy DeWees, Director	

Other Attendees: Chris Coleman, Laura Carnrike, Ivey Hawkins, Deborah Gardner, Dave Marcus, Liz White (legal counsel) and 31 homeowner lots were present.

Quorum established.

The meeting was called to order by Jim Ogden at 6:03pm. The agenda was adopted as written.

Homeowner forum-2 homeowners addressed the Board of Directors.

The Following minutes were adopted as written:
Regular Board Meeting September 27, 2018

The Treasurer's Report was presented by Jim Paddleford.

Motion was duly made, seconded and unanimously carried to approve the renewal of our \$150,000 line of Credit with BB&T.

The Management Reports were presented by Mr. Coleman & Ms. Carnrike and filed.

Old Business was discussed regarding the Budget/Reserve Study.

7 Homeowners addressed the Board regarding the Budget/Reserve Study. The Board, management and Liz White answered questions.

The Board recommended that management put together draft budgets showing 1) cost of living increase, 2) \$5 increase, 3) \$7.50 increase and 4) \$10 increase.

Motion was made to increase Assessments by \$10. The motion was then withdrawn so that the Board can see options before voting.

New Business was discussed regarding Governing Document Corrections.

Committee Reports were given by the Chairs of the Architectural Review Board & Strategic Planning Committee. Claymill Corner, Lakeside & Southlake NAB/Neighborhood meeting minutes were presented as an FYI for the Board.

Motion was duly made, seconded and unanimously carried to approve Sandy Pullen-Droessler as a second alternate for the Architectural Review Board when the 1st alternate (Charles Noll) is not available.

Motion was duly made, seconded and unanimously carried to end the open session portion of the meeting.

**Note homeowner joined the meeting at 8:00pm for exec session item.

A brief recess was taken from 8:23 pm to 8:34pm.

Motion was duly made, seconded and unanimously carried to enter into Executive Session at 8:34pm to discuss violations of the governing documents, contracts and consultation with legal counsel. (Personnel and Pending or Probable Litigation were not going to be discussed due to time constraints.)

**Note homeowner left the meeting at 8:45pm.

Motion was duly made, seconded and unanimously carried to come out of Executive Session at 10:21 pm. No other items were discussed other than violations of the governing documents, contracts and consultation with legal counsel. (Personnel and Pending or Probable Litigation were not discussed).

Motion was duly made, seconded and unanimously carried to disapprove acct #40060's request for a variance for a shed, based on discussion in executive session; shed to be removed by May 1, 2019.

Motion was duly made, seconded and unanimously carried to approve Newport News City's concept for a deed of easement for installing a permanent stormwater pump & pumphouse by Lake #8, pending legal review & revision as appropriate.

Motion was duly made, seconded and unanimously carried to approve the president, David Radcliffe, to sign the Deed of Easement with the City of Newport News after legal review & revision.

Motion was made to approve a payment plan for acct #22210, pending legal review, advisement, subject to a confession of judgement and add \$25 above the monthly assessment rate. The motion was tabled until the next meeting.

**NOTE: Based on consultation with legal counsel during executive session, the Board recommends that management put together draft budgets for a \$13 assessment increase and a \$15 assessment increase.

**NOTE: Based on consultation with legal counsel during executive session, the Board recommends that the SPC move their meeting to Tuesday, October 30th, 2018 at 5:30pm at the Resort, to review the 2018 Reserve Study prior to the NAB/BOD meeting at the Resort on November 7th, 2018 at 7:00pm.

With there being no further business, the meeting was adjourned at 10:57pm.

The next scheduled regular meeting of the Board of Directors will take place on Thursday, November 15, 2018, at 6:00pm at the Club.



JIM OGDEN, Vice President



JEFF VERRY, Secretary

MINUTES OF THE STRATEGIC PLANNING COMMITTEE
VILLAGES OF KILN CREEK OWNERS ASSOCIATION
DATE: October 30, 2018
TIME: 5:30pm
LOCATION: Kiln Creek Golf Club & Resort

Certification Notice: By signing below, the undersigned recording secretary certifies that notice of this meeting was provided in accordance with the requirements of the Virginia Property Owners' Association Act.

Committee Members Present:

Peggy Peoples
Guy DeWees Dave Marcus
Chris Coleman Diana Smelt

Quorum Present: Yes

Other Attendees: Jim Paddleford, Jeff Verry, & 1 homeowner lot

Proceedings:

The meeting was called to order at 5:35pm by Peggy Peoples. The agenda was adopted as revised.

Open Session:

Minutes of the August 21, 2018 meeting were approved.

Old Business:

- Review progress on approved initiatives
 - Chris Coleman discussed status of NEST & Ballroom. Reviewed repairs to leak in front dining room and condensation issue in ballroom.
 - Diana discussed neighborhood watch. Gave HOA a summary of contacts and will write articles for Courier newsletter.

**NOTE-Dave Radcliffe joined the meeting at 5:57pm

New Business

- Reserve Study Review & Recommendations. Discussed fitness stations and volleyball court. Discussed near term and long term key projects. Near Term: landscape, rec center, fitness center and elevator? Long Term: paths, irrigation & greens replacements.

Is action needed by the Association's Board of Directors?

-Discuss updated proposed budget based on the key projects at NAB meeting.

Motion was duly made, seconded and unanimously carried to enter into Executive Session at 7:56pm to discuss contracts.

Motion was duly made, seconded and unanimously carried to come out of Executive Session at 8:19pm. No other items were discussed other than contracts.

Meeting adjourned at 8:20pm

The next meeting will be held on February 26, 2019 at 5:30pm at the KCGC&R.

Respectfully submitted,

Name of Recording Secretary

Printed: Laura Carnrike
Peggy Peoples

Signed: [Signature]

Date: 2/26/19

Name of Committee Chair

Printed: Peggy Peoples

Signed: [Signature]

Date: 2/26/2019

**VILLAGES OF KILN CREEK OWNERS ASSOCIATION
NEW RESIDENT MEETING
November 7, 2018**

Board Attendees:

Dave Radcliffe, President	Jim Ogden, Vice President
Jeff Verry, Secretary	Jim Paddleford, Treasurer
DeWees, Director	Sandy Pullen-Droessler, Director

Other Attendees: Laura Carnrike, Chris Coleman, and 13 homeowner lots.

Quorum established.

The meeting was called to order by David Radcliffe at 5:33 pm.

-David Radcliffe opened the meeting and gave introductions.

-Laura Carnrike gave an overview of Kiln Creek and discussed the email blast, owner info sheet, rec. passes, Rules & Regs vs. Standards, Governing Docs, KCOA facilities, events, etc.

-Chris Coleman discussed KCGCR upgrades and events.

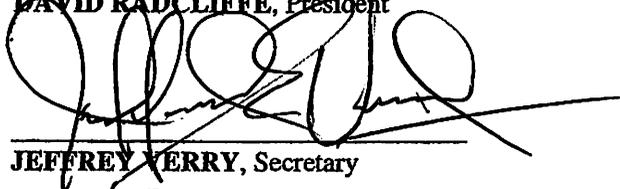
-Opened Up the floor for other points of discussion.

With there being no further business, the meeting was adjourned at 6:32 pm.

The next scheduled New Owner Meeting will take place on Wednesday, April 17, 2019 at 5:30pm the KCGC&R.



DAVID RADCLIFFE, President



JEFFREY VERRY, Secretary

**VILLAGES OF KILN CREEK OWNERS ASSOCIATION
NAB/BOD MEETING
November 7, 2018**

Board Attendees:

David Radcliffe, President
Jeff Verry, Secretary
Sandy Pullen-Droessler, Director

Jim Ogden, Vice President
Jim Paddleford, Treasurer
Guy DeWees, Director

Other Attendees: Laura Carnrike, Chris Coleman, Deborah Gardner and 27 homeowner lots were present with 16 neighborhoods represented.

Quorum established.

The regular meeting was called to order by Dave Radcliffe at 7:08pm.

-Dave Radcliffe gave a brief introduction.

-Laura Carnrike gave updates on HOA happenings. Discussed Kiln Creek having a good housing market right now, hiring the best staff and giving best training, Community Review update, Deed of Easement for permanent stormwater pump, Eagle Platform, Newport News Pedestrian & Bike Study Update. Answered Questions.

-Chris Coleman discussed the most recent draft of the 2018 proposed budget. He also discussed the 2018 Reserve Study and the outcome from the Strategic Planning meeting's recommendations.

The NAB's asked questions to the staff and Board.

The open session was concluded at 8:54pm and a brief recess was taken until 9:19pm.

Motion was duly made, seconded and unanimously carried to enter into Executive Session at 9:19pm to discuss contracts.

Motion was duly made, seconded and unanimously carried to come out of Executive Session at 9:30pm. No other items were discussed other than contracts.

The Board discussed agenda items for the November 15, 2018 Board meeting to go under the budget discussion of: Featherstone line item, Re-finance Loans, Prioritize List of Projects from SPC.

With there being no further business, the meeting was adjourned at 9:55pm.

The next quarterly NAB/BOD meeting will be held on Wednesday, January 16, 2019 at 7:00pm the Kiln Creek Golf Club & Resort.



DAVID RADCLIFFE, President



JEFFREY VERRY, Secretary

VILLAGES OF KILN CREEK OWNERS ASSOCIATION
BOARD OF DIRECTORS
MEETING MINUTES
November 15, 2018

Board Attendees:

David Radcliffe, President	Jim Ogden, Vice President	Jim Paddleford, Treasurer
Jeff Verry, Secretary	Marty Tate, Director	Sandy Pullen-Droessler, Director
Peggy Peoples, Director	Guy DeWees, Director	

Other Attendees: Chris Coleman, Laura Carnrike, Marina Cordrey, Dave Marcus and 7 homeowner lots were present.

Quorum established.

The meeting was called to order by David Radcliffe at 6:01pm. The agenda was adopted as revised.

Homeowner forum-1 homeowner addressed the Board of Directors.

The Following minutes were adopted as written:

Regular Board Meeting October 25, 2018

New Resident Meeting November 7, 2018

NAB/BOD Meeting November 7, 2018

Special Meeting (Formal Hearings) October 18, 2018

The Treasurer's Report was presented by Jim Paddleford.

The Management Reports were presented by Mr. Coleman & Ms. Carnrike and filed.

Old Business was discussed regarding the 2019 Proposed Budget/Reserve Study, including KCOA, Claymill Corner, Lakeside & Southlake.

Motion was duly made, seconded and unanimously carried to approve an assessment increase of \$14.96 per month, per lot, totaling \$94.96 per month, per lot, as proposed by the Strategic Planning Committee.

Motion was duly made, seconded and unanimously carried to approve the KCOA 2019 Budget as presented.

Motion was duly made, seconded and unanimously carried to approve the Claymill Corner, Lakeside & Southlake budgets as presented; Claymill to increase to \$104 per month, per lot, Lakeside to increase to \$88 per month, per lot, and Southlake to increase to \$51 per month, per lot.

****Note****The Board tasked management to communicate with Banks for re-financing loans immediately.

****Note**** The Board would like to communicate that they chose the second reserve study option of \$14.96 per month increase; which is associated with anticipated expenditures (based on actual expenditures for repair and replacements since the purchase of the Golf Course & Resort and the depreciation schedule of the exiting asset list) PLUS the impact of three major projects known to be necessary in the coming years (path, irrigation, and greens replacement).

New Business was discussed regarding Swim Team License Agreement, Courier Advertising, Dominion Energy Consent Agreement and First Amendment to Declaration.

Motion was duly made, seconded and unanimously carried to approve the Swim Team License Agreement, pending proper documentation; Dave Radcliffe to sign.

Motion was duly made, seconded and unanimously carried to approve the First Amendment to Second Amended and Restated Declaration of Covenants and Restrictions as written.

Committee Reports were given by the Chairs of the Architectural Review Board & Strategic Planning Committee. Southlake NAB/Neighborhood meeting minutes were presented as an FYI for the Board.

Motion was duly made, seconded and unanimously carried to include Southlake Minutes as part of the agenda.

A brief recess was taken from 8:01 pm to 8:12pm.

****Note**** 1 owner entered meeting at 8:12pm

Motion was duly made, seconded and unanimously carried to enter into Executive Session at 8:12pm to discuss violations of the governing documents, contracts and personnel.

****Note**** homeowner left the meeting at 8:24pm.

Motion was duly made, seconded and unanimously carried to come out of Executive Session at 10:18 pm. No other items were discussed other than violations of the governing documents, contracts and personnel.

Motion was duly made, seconded and carried with 7 ayes and 1 abstain (due to conflict of interest), to disapprove acct #23019's request for a variance for flowerbed edging, based on discussion in executive session; flowerbed edging to be removed by May 30, 2019.

Motion was duly made, seconded and unanimously carried to approve the settlement with acct #40091.

Motion was duly made, seconded and unanimously carried to counter offer acct #22262's settlement offer, as discussed in executive session; if not accepted, to proceed with collection of all out of pocket expenses.

Motion was duly made, seconded and unanimously carried to reject the previous payment plan request from acct #22210 and withdraw the previous motion from the floor.

Motion was duly made, seconded and unanimously carried to approve acct #22210 to take out of collections and owner pay off account in full by March 1, 2019; if not paid by such date, the account will go back to collections.

Motion was duly made, seconded and unanimously carried to approve the Dominion Energy Access Agreement; pending addition of location to the agreement.

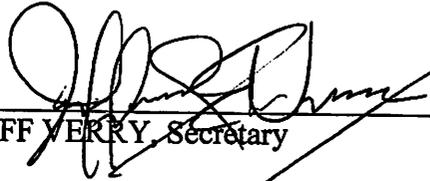
Motion was duly made, seconded and unanimously carried to approve up to \$3,579.00 for Southlake light pole boring & wire replacement; choice of contractor up to management to come from Southlake Replacement Reserve Fund.

With there being no further business, the meeting was adjourned at 10:23pm.

The next scheduled regular meeting of the Board of Directors will take place on Thursday, December 20, 2018, at 6:00pm at the Club.



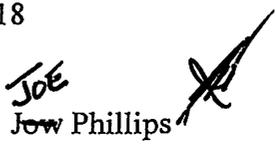
DAVID RADCLIFFE, President



JEFF VERRY, Secretary

VILLAGES OF KILN CREEK OWNERS ASSOCIATION
BOARD OF DIRECTORS
MEETING MINUTES
December 20, 2018

Board Attendees:

David Radcliffe, President	Jim Paddleford, Treasurer	 Joe Phillips
Jeff Verry, Secretary	Marty Tate, Director	Sandy Pullen-Droessler, Director
Peggy Peoples, Director	Guy DeWees, Director	

Other Attendees: Chris Coleman, Laura Carnrike, Ivey Hawkins, Dave Marcus and 4 homeowner lots were present.

Quorum established.

The meeting was called to order by David Radcliffe at 6:00pm. The agenda was adopted as written.

Homeowner forum-3 homeowners addressed the Board of Directors.

The Following minutes were adopted as written:

Regular Board Meeting November 15, 2018

The Treasurer's Report was presented by Jim Paddleford.

The Management Reports were presented by Mr. Coleman & Ms. Carnrike and filed.

There was no Old Business.

New Business was discussed regarding refinancing our loans.

Committee Reports were given by the Chairs of the Architectural Review Board & Strategic Planning Committee.

A brief recess was taken from 7:20pm to 7:47pm.

Motion was duly made, seconded and unanimously carried to enter into Executive Session at 7:47pm to discuss violations of the governing documents, contracts and personnel.

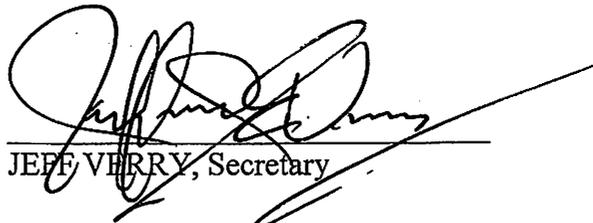
Motion was duly made, seconded and unanimously carried to come out of Executive Session at 9:36 pm. No other items were discussed other than violations of the governing documents, contracts and personnel.

Motion was duly made, seconded and unanimously carried to approve deferred compensation for applicable staff per employee agreements as written.

With there being no further business, the meeting was adjourned at 9:37pm.

The next scheduled regular meeting of the Board of Directors will take place on Thursday, January 24, 2019, at 6:00pm at the Club.


DAVID RADCLIFFE, President


JEFF VERRY, Secretary

VILLAGES OF KILN CREEK OWNERS ASSOCIATION
BOARD OF DIRECTORS
MEETING MINUTES
January 24, 2019

#2

Board Attendees:

David Radcliffe, President	Jim Paddleford, Treasurer	Joe Phillips, Director
Jim Ogden, Vice President	Sandy Pullen-Droessler, Director	Peggy Peoples, Director
Jeff Verry, Secretary	Guy DeWees, Director	

Other Attendees: Chris Coleman, Laura Carnrike, Marina Boothe, Dave Marcus and 19 homeowner lots were present.

Quorum established.

The meeting was called to order by David Radcliffe at 6:01pm. The agenda was adopted as written.

Homeowner forum-2 homeowners addressed the Board of Directors.

The Following minutes were adopted as corrected:
Regular Board Meeting December 20, 2018

The Treasurer's Report was presented by Jim Paddleford.

The Management Reports were presented by Mr. Coleman & Ms. Carnrike and filed.

Old Business regarding re-financing current loans was discussed.

New Business was discussed regarding ratifying phone polls.

Motion was duly made, seconded and unanimously carried to ratify the phone poll from January 23, 2019 to approve refinancing all existing BB&T loans and Line of Credit balances plus the Line of Credit balance with Old Point Bank and combine all into one consolidated note with Old Point Bank for roughly \$6.5 million (with the specific amount to be updated based balances on the date the documents are presented) at 5.5% fixed rate with a 15 year term and 20 year amortization; based on legal approval, with all officers approved to sign all documents as necessary.

Motion was duly made, seconded and unanimously carried to ratify the phone poll from January 23, 2019 to approve opening a \$1 million Line of Credit with Old Point Bank; based on legal approval, with all officers approved to sign all documents as necessary.

Committee Reports were given by the Chairs of the Architectural Review Board & Strategic Planning Committee.

A brief recess was taken from 6:54pm to 7:13pm.

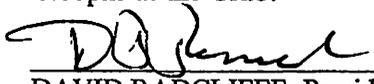
Motion was duly made, seconded and unanimously carried to enter into Executive Session at 7:13pm to discuss violations of the governing documents, contracts, personnel, and pending or probable litigation.

Motion was duly made, seconded and unanimously carried to come out of Executive Session at 10:20pm. No other items were discussed other than violations of the governing documents, contracts, personnel and pending or probable litigation.

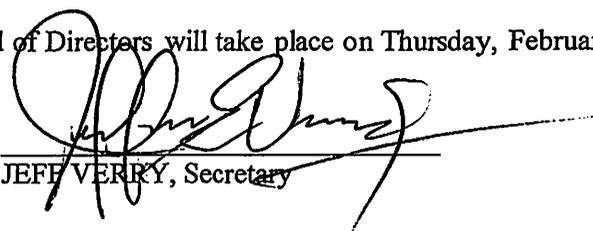
Motion was duly made, seconded and carried with 7 ayes and 1 nay to approve acct#12049's request for a variance for their fence as discussed in executive session.

With there being no further business, the meeting was adjourned at 10:22pm.

The next scheduled regular meeting of the Board of Directors will take place on Thursday, February 28, 2019, at 6:00pm at the Club.



DAVID RADCLIFFE, President



JEFF VERRY, Secretary

**VILLAGES OF KILN CREEK OWNERS ASSOCIATION
NAC/BOD MEETING
February 13, 2019**

Board Attendees:

Jim Ogden, Vice President
Jim Paddleford, Treasurer
Guy DeWees, Director

Peggy Peoples, Director
Joe Phillips, Director

Other Attendees: Laura Carnrike, Chris Coleman, Liz White, Esq. and 24 homeowner lots were present with 15 neighborhoods represented.

Quorum established.

The regular meeting was called to order by Mr. Ogden at 7:08pm.

-Mr. Ogden gave a brief introduction.

-Laura Carnrike & Chris Coleman gave a management presentation, highlighting recent activities, awards, community survey results so far, common questions about Association responsibility and security.

The NAB's asked questions to the staff and Board.

Homeowner forum-3 homeowners addressed the Board of Directors.

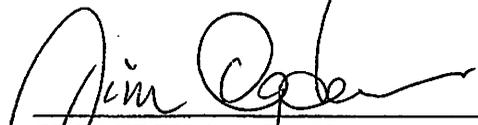
The open session was concluded at 8:50pm and a brief recess was taken until 9:02pm.

Motion was duly made, seconded and unanimously carried to enter into Executive Session at 9:02pm to have consultation with legal counsel.

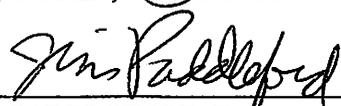
Motion was duly made, seconded and unanimously carried to come out of Executive Session at 9:42pm. No other items were discussed other than consultation with legal counsel.

With there being no further business, the meeting was adjourned at 9:42pm.

The next quarterly NAB/BOD meeting will be held on Wednesday, May 15, 2019 at 7:00pm the Kiln Creek Golf Club & Resort.



JIM OGDEN, Vice President



JIM PADDLEFORD, Treasurer

**VILLAGES OF KILN CREEK OWNERS ASSOCIATION
MEET THE CANDIDATES NIGHT
February 19, 2019**

Board Attendees:

Dave Radcliffe, President	Jim Ogden, Vice President
Jeff Verry, Secretary	Guy DeWees, Director
Peggy Peoples, Director	Joe Phillips, Director

Other Attendees: Laura Carnrike, Chris Coleman and 19 homeowner lots.

Quorum established.

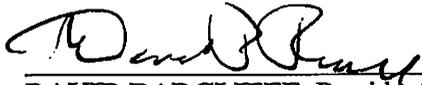
The meeting was called to order by Dave Radcliffe at 7:03 pm. He introduced Chris Coleman & Laura Carnrike. Mr. Coleman presented the ground rules for the meeting. Ms. Carnrike spoke about the need for proxies before the Annual Meeting.

Each Candidate (Dave Radcliffe, Jeff Verry & Jim Ogden) presented background information about themselves and why they wanted to run for the Board of Directors.

Ms. Carnrike presented questions from the audience and all candidates answered each question.

With there being no further business, the meeting was adjourned at 8:04 pm.

The next scheduled meeting of the Board of Directors will take place on February 28, 2019 at KCGC&R.



DAVID RADCLIFFE, President



JEFFREY VERRY, Secretary

Oakwood Neighborhood Meeting Minutes
February 20, 2019
6:30pm
KC Rec Center

Attendees: Laura Carnrike, Guy DeWees (Board Member), Shiela & Charlie Noll (Board of Supervisors & Tradewinds residents), 4 Representatives from York County and 25 homeowner lots were present.

The meeting started at 6:30pm.

The representatives from York County gave a brief outline of what was needed to move forward in transferring the roads over to VDOT to maintain.

The meeting opened up into an interactive format and questions were asked by the homeowners and answered by York County Reps.

Overview of information:

- Cost of Road repairs will be split 50%/50% with YC & VDOT
- Subsurface pipes will be repaired
- Curbs/Gutters repaired
- Pavement patching where needed of 5'-6"
- Roads will be milled and over-laid 1&1/2 inches
- Add new high visibility stop signs
- Majority of Owners need to sign a Land Use Permit (LUP) to transfer right of way/easement to VDOT
(YC to pay the \$100 cost of the application)
- Utilities will also have to sign a LUP
- Once roads have been repaired and pass inspection, they will be turned over to VDOT and the Developer's original bond will be released. VDOT would then be responsible for road maintenance from there on out

The meeting adjourned at 7:27pm.



Laura L. Carnrike, CMCA®, AMS®
Director of HOA Operations

Villages of Kiln Creek Owners Association (the "Association")

Complaint Policy and Procedures Governing Complaints Submitted Per Virginia Code Section 55-530 and Regulations of the Common Interest Community Board (the "Complaint Policy")

1. Introduction.

- a. This Complaint Policy is adopted by the Board of Directors (the "Board") of the Association pursuant to the requirements of Virginia Code Section 55-530 and the related regulations promulgated by the Virginia Common Interest Community Board ("CICB"), specifically, 18 VAC 48-70 *et seq.*
- b. This Complaint Policy is designed to address complaints by both members of the Association as well as other citizens of the Commonwealth of Virginia.

2. Certification.

- a. The Association shall certify with each annual report submitted to the CICB that this Complaint Policy has been adopted and is in effect.

3. Complaints.

a. Who May Submit A Complaint.

Any member of the Association (as such term is defined in the Association's governing documents) and/or any citizen of the Commonwealth of Virginia may submit a complaint (the "Complaint") to the Association in accordance with the following requirements and procedures.

b. Complaints Limited to Violations of Applicable Laws and Regulations.

The Complaint may only concern a matter regarding an action, inaction, or decision by (i) the Board, (ii) the community manager (if applicable), or (iii) the Association, that is inconsistent with applicable laws and regulations of the Commonwealth of Virginia. A Complaint may not relate to general matters about the Association's business and affairs, separate and apart from a violation of a law or regulation of the Commonwealth of Virginia.

c. Form of Complaint.

- i. The Complaint must be in writing.
- ii. The Complaint must be on the form maintained by the Association for that purpose, and such form shall be provided to the complaining person upon

his or her request. Such form is attached hereto as Exhibit A, and incorporated herein by reference.

- iii. The Complaint must state the complaining person's mailing address.
- iv. The Complaint must be delivered to the Association and its legal counsel via certified mail, return receipt requested, addressed accordingly:

Villages of Kiln Creek Owners Association
970 Brick Kiln Blvd.
ATTN: Laura L. Camrike, Director of Operations.
Newport News, VA 23602

with a copy to:

Elizabeth L. White, Esq.
Sans Anderson
263 McLaws Circle, Suite 205
Williamsburg, Virginia 23185

- v. The Complaint must include all supporting documentation that the complaining person believes supports the Complaint. By way of illustration, and not limitation, the Complaint must include copies of any contracts, meeting minutes, records, and pictures that the complaining person may have in support of the Complaint.
 - vi. To the extent that the complaining person has knowledge of the law(s) or regulation(s) applicable to the Complaint, the Complaint must also reference the specific law(s) of the Commonwealth of Virginia, regulation(s) of the Commonwealth of Virginia, or provision(s) of the Association's governing documents relating to the Complaint.
 - vii. The Complaint must also state a request for action by the Association, or a proposed resolution by the Association, and an explanation for why such an action or resolution is appropriate and warranted.
- d. Association's Response to the Complaint.
- i. Acknowledgment. Within 7 days of the Association's receipt of a Complaint, the Association will provide written acknowledgement of receipt of the Complaint to the complaining person. Such acknowledgement will be hand delivered, or mailed by certified mail, return receipt requested, to the complaining person, at the address provided by the complaining person on the Complaint. Written acknowledgement of the Complaint does not constitute a representation by the Association that the Complaint is complete, nor that it complies with this Complaint Policy. 2

- ii. **Compliance Review.** The Association will review the Complaint to ensure that it fully complies with all of the terms and conditions of this Complaint Policy and Virginia law. The Association shall have twenty-one (21) days to conduct such a review, and in the event that the Complaint fails to fully comply with the terms and conditions of this Complaint Policy and Virginia law, the Association shall send a notice to the complaining person via certified mail, return receipt requested that such Complaint is deficient and the reason for any such deficiency. [NOTE: this twenty-one (21)-day period runs concurrently with, and is not in addition to, the twenty-one (21)-day review period described in 3(d)(iii) below].
- iii. **Review and Assessment.** After the Association receives a Complaint that fully complies with the terms of this Complaint Policy and Virginia law, it shall have twenty-one (21) days to review and assess the Complaint, and during that time it shall be entitled to issue written request(s) to the complaining person for any additional information from the complaining person that the Association reasonably believes that it needs in order to evaluate and assess the Complaint. The Association shall issue such request(s) via certified mail, return receipt requested, and the complaining person shall have twenty-one (21) days to respond to such request(s) from the date that such request(s) are mailed by the Association. The Association shall then have an additional twenty-one (21) days to review and assess the additional information. In the event the complaining person fails to respond to the Association within that time period, the Complaint will be disposed of, and the Association will have no further obligation whatsoever related to the Complaint.
- iv. **Notice of Consideration:**
1. In the event that the Association does not issue any written request(s) to the complaining person, pursuant to 3(d)(iii) above, the Association will, within ten (10) days of the end of the twenty-one (21) day period for reviewing and assessing the Complaint, deliver via hand delivery or certified mail, return receipt requested, to the complaining person, a statement that will contain notice of the date, time, and location that the Complaint will be considered by the Association's Board of Directors.
 2. In the event that the Association issues any written request(s) to the complaining person, pursuant to 3(d)(iii) above, the Association will, within ten (10) days following the additional twenty-one (21) day period for reviewing and assessing the additional information, deliver via hand delivery or certified mail, return receipt requested, to the complaining person, a statement

specifying the date, time, and location that the Complaint will be considered by the Association's Board of Directors.

- v. Consideration. The Association's Board of Directors shall convene in executive session with its legal counsel for the purpose of considering the Complaint. As such proceeding will be conducted in executive session, the complaining person will not have any right to attend, observe, and/or record such proceeding in executive session.
- vi. Final Determination. After a final determination is made about the Complaint by the Association's Board of Directors, in consultation with its legal counsel, the Association shall, within seven (7) days, send a written notice of final determination (the "Final Determination") to the complaining person by either hand delivery or certified mail, return receipt requested.
- vii. Requirements of Final Determination.
 - 1. The Final Determination shall be dated as of the date of issuance, and, to the extent reasonably possible, will include specific citations to applicable governing documents of the Association, and/or laws and regulations. The Final Determination will also include the registration number of the Association, and, if applicable, the name and license number of its common interest community manager.
 - 2. The Final Determination will also include a notice that the complaining person has a right to file a "Notice of Final Adverse Decision with the CICB via the Common Interest Community Ombudsman," and will provide the applicable contact information.
- viii. No Appeal. A complaining person does not have the option to appeal the Final Determination to the Association; any appeal must be made to the Common Interest Community Ombudsman.

4. Distribution.

- a. The Association will make a copy of this Complaint Policy available upon the request of any member of the Association and a citizen of the Commonwealth of Virginia.
- b. This Complaint Policy will be included as an attachment to the Association's disclosure packet.

5. Maintenance of Complaints.

- a. **All Complaints filed with the Association pursuant to this Complaint Policy shall be maintained by the Association for at least five (5) years.**

Restrictions on Solar Energy Devices

GEOHERMAL HEATING AND AIR CONDITIONERS

All Geothermal Heating and Air Conditioners requires an Application.

CLOTHES DRYING EQUIPMENT

Due to the close proximity of dwellings and Lots or Parcels, no clothes lines or other clothes drying apparatus shall be permitted outside of an enclosed structure on any Lot or Parcel. No portion of a Lot or Parcel (outside of an enclosed structure) shall be used for the drying or hanging of laundry.

SOLAR COLLECTORS

Due to the large visual impact solar panels can have on a community: Solar panels/collectors require an Application.

The proposed solar panels must:

1. have a minimal visual effect on the immediate Neighborhood
2. not be readily visible from the street
3. lie flat upon the dwelling's roof
4. be located on the rear roof
5. conform to local building and plumbing codes



William & Vivian Edwards
878 Gleneagles Drive
Newport News VA 23602

Re: 07878 - 878 Gleneagles Drive - Disclosure Review

Dear William & Vivian Edwards,

Maintaining high property values in Kiln Creek, results from continued cooperation of all homeowners within the Association. At your request for a resale disclosure package, a member of our staff has conducted a resale disclosure review.

During this review there were NO CURRENT VIOLATIONS noted on the referenced property.

Please be advised that although we have reviewed this property, it does not waive the Associations right to pursue any missed issues in the future. Your lot is subject to ongoing reviews throughout the year.

Sincerely,

Laura L. Carnrike, CMCA, AMS,
Director of HOA Operations
Kiln Creek Owners Association
laura@kilncreek.org