

Greensprings West  
Owners' Association, Inc.

## **ASSOCIATION DISCLOSURE PACKET NOTICE**

**Note to prospective purchasers:** The lot you are considering purchasing is in a development which is subject to the provisions of the Virginia Property Owners' Association Act. Living in a community association carries with it certain rights, responsibilities and benefits.

Some of the 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 regular assessments, and if necessary, special assessments to ensure that the financial requirements are met. Failure to pay any of these assessments may result in a lien being placed on your property.

The use of common areas, financial obligations of lot owners' and other information concerning the rights, responsibilities and benefits resulting from the purchase 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 play an important role in association living and should be reviewed carefully prior to your purchase.

Some decisions of your association will be made by the board of directors, while others will be made by a vote of all association members, made up of the other lot owners in your development. You will be bound by all decisions of the association and the board of directors. The documents cited above contain information concerning the selection of members of the board of directors, meetings, voting requirements, and other important information you should become familiar with. **REMEMBER:** Failure to comply with the governing documents of your association can result in legal action being taken against you.

You may wish to become active in your association, either by running for the board of directors or by serving on a committee. Your involvement is important, as you will be bound by all decisions of the association and the board of directors.

**The name of your association is:** Greensprings West Owners' Association, Inc.

<b>Assessments and/or Mandatory Fees you are responsible for:</b>	Assessments:	\$50.00 per month
	Capital Contribution:	\$100.00
	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:**

*A late fee of \$20.00 may be imposed if the assessment is not paid by the tenth of the month due. Your account may be turned over to an attorney for collection action at which time you become responsible for all costs associated with collecting all sums due the association. A lien may be placed against your home for unpaid assessments.*

**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 FOLLOWS THIS NOTICE.**

**Recipient Name (print):** \_\_\_\_\_

**Recipient signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

This form was developed by the Real Estate Board in accordance with § 54.1-2105.1 of the *Code of Virginia* and is to accompany the association disclosure packet required by § 55-512 of the *Code of Virginia*.

**Attached is a disclosure packet that contains the following:**

- ◆ the name of your association, and if incorporated, the state of incorporation, name and address of the registered agent;
- ◆ a statement of any approved expenditures that shall require an additional assessment during the current year or the immediately succeeding fiscal year;
- ◆ a statement of all assessments and other mandatory fees currently imposed by the association;
- ◆ a statement whether there is any other entity or facility to which the lot owner maybe liable for fees or charges;
- ◆ a statement of the status and amount of any reserve or replacement fund and any portion of the fund allocated by the board for a specified project;
- ◆ a copy of the association's current budget (or a summary thereof) and a copy of its statement of income and expenses or financial condition for the last fiscal year available;
- ◆ a statement of the nature and status of any pending suit or unpaid judgment to which the association is a party which either could or would have a material impact on the association or which relates to the lot being purchased;
- ◆ a statement setting forth what insurance coverage is provided for all lot owners by the association, including any fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner;
- ◆ a statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto by the prior lot owner, are not in violation of any of the instruments referred to in this disclosure notice;
- ▷ 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;
- ◆ a statement setting forth any restriction, limitation, or prohibition on the right of the lot owner to display any flag on the owner's lot, including, but not limited to reasonable restrictions as to the size, place or manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag;
- ◆ a copy of the current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association; and
- ◆ Certification; if applicable, that the association's has filed with the Real Estate Board the annual report required by §55-516.1 of the Code of Virginia; which certification shall indicate the filing number assigned by the Real Estate Board and the expiration date of such filing.

**000009374**

**DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR  
GREENSPRINGS WEST**

**Upon recording, please return to:**

**HYATT & STUBBLEFIELD, P.C.  
Attorneys and Counselors  
1200 Peachtree Center South Tower  
225 Peachtree Street, N.E.  
Atlanta, Georgia 30303**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR**  
**GREENSPRINGS WEST**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 3<sup>rd</sup> day of April, 2000, by Jamestown L.L.C., a Virginia limited liability company.

**Article I      Creation of the Community**

1.1.    Purpose and Intent.

Declarant, as the owner, or if not the owner has their consent, of the real property described in Exhibit "A," intends by Recording this Declaration to create a general plan of development for the residential community known as Greensprings West. This Declaration provides a flexible and reasonable procedure for the future expansion of Greensprings West to include additional real property as Declarant deems appropriate and provides for the overall development, administration, maintenance, and preservation of the real property now and hereafter comprising Greensprings West. An integral part of the development plan is the creation of Greensprings West Owners' Association, Inc. ("Association"), an association comprised of all owners of real property in Greensprings West, to own, operate, or maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents referred to in this Declaration.

1.2.    Binding Effect.

The property described in Exhibit "A," and any additional property which is made a part of Greensprings West in the future by Recording one or more Supplemental Declarations, shall be owned, conveyed, and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of Greensprings West, their heirs, successors, successors-in-title, and assigns.

This Declaration, as it may be amended and supplemented from time to time, shall remain in effect and shall be enforceable by Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is Recorded. After such time, this Declaration shall be extended automatically for successive periods of 10 years each, unless an instrument signed by a majority of the then Owners has been Recorded within the year preceding any extension, agreeing to terminate this Declaration, in which case it shall terminate as of the date specified in such

instrument. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

### 1.3. Governing Documents.

The Governing Documents create a general plan of development for Greensprings West. Additional restrictions or provisions which are more restrictive than the provisions of this Declaration may be imposed on any portion of Greensprings West, in which case, the more restrictive provisions will be controlling. However, no Person shall Record any additional covenants, conditions, or restrictions affecting any portion of Greensprings West without Declarant's written consent, so long as Declarant owns any property described in Exhibit "A" or "B." Thereafter, Owners representing at least 75% of the Association's total votes must consent. Any instrument Recorded without the required consent is void and of no force and effect.

All provisions of the Governing Documents shall apply to all Owners and to all occupants of their Units, as well as their respective tenants, guests, and invitees. Any lease on a Unit shall provide that the lessee and all occupants of the leased Unit shall be bound by the terms of the Governing Documents.

If any provision of this Declaration is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

## **Article II      Concepts and Definitions**

The terms used in the Governing Documents generally shall be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

"Architectural Guidelines": The architectural, design, and construction guidelines and review procedures adopted pursuant to Article V, as they may be amended.

"Area of Common Responsibility": The Common Area, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration, or other applicable covenants, contracts, or agreements.

"Articles of Incorporation" or "Articles": The Articles of Incorporation for Greensprings West Owners' Association, Inc., a Virginia nonprofit corporation.

"Association": Greensprings West Owners' Association, Inc., a Virginia nonprofit corporation, its successors or assigns.

"Base Assessment": Assessments levied on all Units subject to assessment under Article IX to fund Common Expenses, as determined in accordance with Section 9.1.

"Board of Directors" or "Board": The body responsible for administering the Association, selected as provided in the By-Laws and serving the same role as the board of directors under Virginia corporate law.

"By-Laws": The By-Laws of Greensprings West Owners' Association, Inc., attached for informational purposes as Exhibit "D," as may be amended.

"Common Area": All real and personal property, including easements, which the Association owns, leases, or otherwise holds possessory or use rights in for the Owners' common use and enjoyment.

"Common Expenses": The actual and estimated expenses the Association incurs, or expects to incur for all Owners' general benefit, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not include any expenses incurred during the Declarant Control Period for initial development or other original construction costs unless approved by Members representing a majority of the total vote of the Association, excluding votes held by Declarant.

"Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing in Greensprings West, or the minimum standards established pursuant to the Architectural Guidelines, Rules and Regulations, and Board resolutions, whichever is a highest standard. Declarant shall establish initially such standard and it may contain both objective and subjective elements. The Community-Wide Standard may evolve as development progresses and as the needs and desires within Greensprings West change.

"Declarant": Jamestown L.L.C., Inc., a Virginia limited liability company, or any successor or assign who takes title to any portion of the property described in Exhibits "A" or "B" for the purpose of development or sale, and who is designated as Declarant in a Recorded instrument executed by the immediately preceding Declarant.

"Declarant Control Period": The period of time during which Declarant is entitled to appoint a majority of the members of the Board as provided in the By-Laws. The Declarant shall have the right to appoint and remove the members of the Board until the first to occur of the following:

(a) when 75% of the Units permitted for development within the property described on Exhibits "A" and "B" have certificates of occupancy issued thereon and have been conveyed to Persons other than a successor Declarant;

(b) 10 years after this Declaration is Recorded; or

(c) upon Declarant's surrender in writing of the authority to appoint and remove directors and officers of the Association.

Notwithstanding its right to appoint and remove officers and directors of the Association. Declarant reserves the right to approve or disapprove specified actions of the Association as provided in Section 3.18 of the By-Laws.

"Declaration": This Declaration of Covenants, Conditions, and Restrictions for Greensprings West, as it may be amended or supplemented from time to time.

"Governing Documents": A collective term referring to this Declaration, any applicable Supplemental Declaration, the By-Laws, the Articles, the Architectural Guidelines, and the Rules and Regulations, as each may be amended.

"Greensprings West" or "Community": The real property described in Exhibit "A," together with such additional property as is subjected to this Declaration in accordance with Article X.

"Master Plan": The land use plan for the development of Greensprings West approved by James City County, Virginia, as it may be amended, which includes all of the property described in Exhibit "A" and all or a portion of the property described in Exhibit "B." Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the omission of property described in Exhibit "B" from the Master Plan bar its later submission to this Declaration as provided in Article X.

"Member": A Person subject to membership in the Association pursuant to Section 7.3.

"Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Unit. "Mortgagee" shall refer to a beneficiary or holder of a Mortgage. A "First Mortgage" shall be a Recorded Mortgage having first priority over all other Mortgages encumbering a Unit. "First Mortgagee" shall refer to a beneficiary or holder of a First Mortgage.

"Owner": One or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a Recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) shall be considered the Owner.

"Person": An individual, corporation, partnership, trustee, or any other legal entity.

"Private Amenity": Certain real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within Greensprings West, which are privately owned and operated by Persons other than the Association for recreational and related purposes, on a club membership basis or otherwise, and shall include, without limitation, the golf course, if any, which is so located and all related and supporting facilities and improvements.

"Record," "Recording," or "Recorded": The appropriate recordation or filing of any document in the Office of the Clerk of the Circuit Court of the County of James City and City of Williamsburg, State of Virginia, or such other place which is designated as the official location



for recording deeds and similar documents affecting title to real estate. The date of Recording shall refer to that time at which a document, map, or plat is Recorded.

"Rules and Regulations": The initial rules and regulations set forth in Exhibit "C," as they may be supplemented, modified, and repealed pursuant to Article IV.

"Special Assessment": Assessments levied in accordance with Section 9.2.

"Specific Assessment": Assessments levied in accordance with Section 9.3.

"Supplemental Declaration": A Recorded instrument which subjects additional property to this Declaration pursuant to Article X; designates Neighborhoods pursuant to Section 11.9, and/or imposes additional restrictions and obligations on the land described in such instrument.

"Unit": A portion of Greensprings West, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as an attached or detached single-family residence. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. In the case of a structure containing multiple dwellings for individual sale, each dwelling shall be deemed to be a separate Unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for residential use for such parcel on the Master Plan or the site plan approved by Declarant, whichever is more recent. Thereafter, the portion encompassed by such plan shall contain the number of Units determined as set forth in the preceding paragraph and any portion not encompassed by such plan shall continue to be treated in accordance with this paragraph.

### **Article III    Use, Occupancy, and Transfer**

#### **3.1.    General.**

Various restrictions on the use, occupancy, and transfer of Units are set forth in this Article. Each Owner, by acceptance of a deed or other instrument granting an interest in any Unit, acknowledges and understands that the use of such Unit is subject to Rules and Regulations and restrictions on occupancy and transfer, as they may be expanded, modified, or otherwise amended in accordance with the procedures set forth in Article XVII.

#### **3.2.    Restrictions on Use.**

Greensprings West shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center, models, or sales offices for any real estate broker retained by Declarant or builders approved by Declarant to assist in the sale of real property within Greensprings West, offices for any property manager retained by the Association, or business offices for Declarant, approved builders, or the Association) consistent

with the Governing Documents. Notwithstanding the above, home business use ancillary to the primary residential use of a Unit is permitted subject to the Rules and Regulations.

3.3. Restrictions on Occupancy.

All occupants of Units shall be a member of a single housekeeping unit. The number of occupants in each Unit shall be limited to a reasonable number based on the Unit's facilities and size and its fair use of the Common Area.

3.4. Restrictions on Transfer; Changes in Ownership of Units.

Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit, including assessment obligations, until the Board receives such notice, notwithstanding the transfer of title.

**Article IV     Conduct**

4.1. Framework for Regulation.

The Governing Documents establish, as part of the general plan of development for Greensprings West, a framework of affirmative and negative covenants, easements, and restrictions governing Greensprings West. Within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends, and technology which inevitably will affect Greensprings West, its Owners, and residents. Toward that end, this Article establishes procedures for modifying and expanding the initial Rules and Regulations set forth in Exhibit "C."

4.2. Regulation Making Authority.

(a) Board Authority. Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may adopt, repeal, and modify regulations governing matters of conduct and aesthetics and the activities of Members, residents, and guests within Greensprings West. The Board shall send notice by mail to all Members concerning any such proposed action at least five business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

(b) Members' Authority. Alternatively, Members representing more than 50% of the total votes in the Association, at an Association meeting duly called for such purpose, may vote to adopt regulations which modify, cancel, limit, create exceptions to, or expand the Rules and Regulations then in effect. Such action shall require Declarant's approval during the Declarant Control Period.

(c) Notice; Opportunity To Disapprove. Notice of any resolution of the Board or action of the Members adopting, repealing, or modifying regulations shall be sent to all Members at least 30 days prior to the effective date. Subject to Declarant's right to disapprove the Association's action in accordance with Section 3.18 of the By-Laws, the resolution shall become effective on the date specified in the notice unless (i) Members petition for a special meeting, in accordance with the By-Laws, to reconsider such resolution, and (ii) the resolution is disapproved at the meeting by Members representing more than 50% of the total votes in the Association.

(d) Conflicts. Nothing in this Article shall authorize the Board or the Members to modify, repeal, or expand the Architectural Guidelines or other provisions of this Declaration. In the event of a conflict between the Architectural Guidelines and the Rules and Regulations, the Architectural Guidelines shall control.

(e) Common Area Administrative Rules. The procedures required under this Section 4.2 shall not apply to the enactment and enforcement of Board resolutions or administrative rules and regulations governing use of the Common Area unless the Board chooses in its discretion to submit to such procedures. Examples of such administrative rules and regulations shall include, but not be limited to, hours of operation of a recreational facility, and the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times. The Board shall exercise business judgment and act in accordance with the business judgment rule, as described in Section 3.24 of the By-Laws, in the enactment, amendment, and enforcement of such administrative rules and regulations.

(f) Limitations. Except as may be contained in this Declaration either initially or by amendment or in the initial Rules and Regulations set forth in Exhibit "C," all Rules and Regulations shall comply with the following provisions:

(i) Similar Treatment. Similarly situated Owners shall be treated similarly.

(ii) Signs and Displays. The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures on their Units of the kinds normally displayed in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions with respect to displays visible from outside the dwelling.

No rules shall regulate the content of political signs; however, rules may regulate the time, place, and manner of posting such signs (including design criteria) and limit to a reasonable number the number of signs that may be posted. Owners may erect one "for sale," "for rent," or "garage sale" sign within the Community in accordance with applicable Board rules, provided that such Owners shall be responsible for removing such signs in a timely manner and shall be subject to enforcement actions for failing to do so.

(iii) Household Composition. No rule established pursuant to this Article shall interfere with the Owners' freedom to determine the composition of their households. Section 3.3 shall govern restrictions on occupancy.

(iv) Activities Within Dwellings. No rule established pursuant to this Article shall interfere with the activities carried on within the confines of dwellings, except that the Association may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, that generate excessive noise, parking congestion or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

(v) Allocation of Burdens and Benefits. No rule shall alter the allocation of financial burdens among the various Units or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who abuse the Common Area or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided in Article IX.

(vi) Alienation. No rule promulgated pursuant to this Section shall prohibit leasing or transfer of any Unit, or require consent of the Association or Board for leasing or transfer of any Unit; provided, the Association or the Board may require a minimum lease term of up to 12 months. The Association may require that Owners use lease forms approved by the Association, but shall not impose any fee on the lease of any Unit greater than an amount reasonably based on the costs to the Association of administering that lease.

(vii) Abridging Existing Rights. No rule shall require an Owner to dispose of personal property that was in or on a Unit prior to the adoption of such rule and which was in compliance with all rules previously in force. This dispensation shall apply only for the duration of such Owner's ownership of the Unit personally, and this right shall not run with title to any Unit.

(viii) Reasonable Rights To Develop. No rule or action by the Association shall unreasonably impede Declarant's right to develop Greensprings West in accordance with the rights reserved to Declarant in this Declaration.

The limitations in subsections (i) through (vii) of this subsection 4.2(f) shall limit only regulation making authority exercised under Section 4.2; they shall not apply to amendments to this Declaration adopted in accordance with Article XVII.

#### 4.3. Owners' Acknowledgment and Notice to Purchasers.

All Owners and prospective purchasers are given notice that use of their Units and the Common Area is limited by the Rules and Regulations, as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Unit can be affected by this provision, that the Rules and Regulations may change from time to time, and that the current Rules and Regulations may not be set forth in a Recorded instrument. All purchasers of Units are on notice that the Association may have adopted changes to the Rules and Regulations. The Association

shall provide a copy of the current Rules and Regulations to any Member or Mortgagee upon request and payment of the reasonable cost of such copy.

## **Article V      Architecture and Landscaping**

### **5.1.      General.**

No structure or thing shall be placed, erected, or installed upon any Unit and no improvements or other work (including staking, clearing, excavation, grading, and other site work, exterior alterations of existing improvements, or planting or removal of landscaping) shall take place on such Unit, except pursuant to approval in compliance with this Article and the Architectural Guidelines.

No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of his or her Unit without approval. However, modifications to the interior of a Unit visible from outside the structure shall be subject to approval.

Any improvements constructed on a Unit shall be designed by and built in accordance with the plans and specifications of a licensed architect unless otherwise approved by Declarant or its designee in its sole discretion.

This Article shall not apply to Declarant's activities, nor to the Association's activities during the Declarant Control Period.

### **5.2.      Architectural Review.**

(a)      By Declarant. Each Owner, by accepting a deed or other instrument conveying any Unit, acknowledges that, as the developer and owner of real estate in the vicinity of and within Greensprings West, Declarant has a substantial interest in ensuring that improvements within the Community enhance Declarant's reputation and do not impair Declarant's ability to market, sell, or lease its property. Therefore, each Owner agrees that he or she shall not commence any activity within the scope of this Article on his or her Unit unless and until Declarant or its designee has given its prior written approval for such activity, which approval may be granted or withheld in Declarant's or its designee's sole discretion.

In reviewing and acting upon any request for approval, Declarant or its designee shall act solely in Declarant's interest and shall owe no duty to any other Person. Declarant's rights reserved under this Article shall continue so long as Declarant owns any portion of Greensprings West or has the right to expand Greensprings West pursuant to Section 10.1, unless earlier terminated in a written instrument executed and Recorded by Declarant.

Declarant may, in its sole discretion, designate one or more Persons from time to time to act on its behalf in reviewing applications hereunder.

Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to any other Person or committee. Any such delegation shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) Declarant's right to veto any decision which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of any other Person or committee shall be limited to such matters as are specifically delegated to it by Declarant.

(b) Architectural Review Committee. Upon delegation by Declarant or upon expiration or termination of Declarant's rights under this Article, the Association, acting through an architectural review committee appointed by the Board (the "ARC"), shall assume jurisdiction over architectural matters. The ARC shall consist of at least three, but not more than seven, Persons who shall serve and may be removed and replaced in the Board's discretion. The members of the ARC need not be representatives of Members, and may, but need not, include architects, engineers, or similar professionals, whose compensation, if any, the Board shall establish from time to time.

Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Association or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters.

(c) Reviewer. For purposes of this Article, the entity having jurisdiction in a particular case shall be referred to as the "Reviewer."

(d) Fees; Assistance. The Reviewer may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals.

### 5.3. Guidelines and Procedures.

(a) Architectural Guidelines. Declarant may prepare Architectural Guidelines applicable to Units which may contain general provisions applicable to all Units as well as specific provisions which vary among the Units according to location, use, or other factors. The Architectural Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the Reviewer in considering applications hereunder. The Architectural Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Architectural Guidelines does not guarantee approval of any application.

Declarant shall have sole and full authority to amend the Architectural Guidelines as long as it owns any portion of, or has a right to expand Greensprings West pursuant to Section 10.1, notwithstanding a delegation of reviewing authority, unless Declarant also delegates the power to amend. Upon termination or delegation of Declarant's right to amend, the ARC shall have the authority to amend the Architectural Guidelines with the Board's consent. Any amendments to the Architectural Guidelines shall be prospective only and shall not apply to require

modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive.

The Association shall maintain a copy of the Architectural Guidelines, as they may exist from time to time, and shall make them available to Members or Owners for inspection and copying upon reasonable notice during the Association's business hours. In Declarant's discretion, such Architectural Guidelines may be Recorded, in which event the Recorded version, as it may be amended, shall control in the event of any dispute as to which version of the Architectural Guidelines was in effect at any particular time.

(b) Procedures. Except as the Architectural Guidelines otherwise specifically provide, no activity described in Section 5.1 shall commence on any Unit until an application for approval has been submitted to and approved by the Reviewer. Such application shall include plans and specifications showing site layout, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable. The Architectural Guidelines and the Reviewer may require the submission of such additional information as deemed necessary to consider any application.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based solely on aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability or attractiveness of particular improvements. Subject to Declarant's veto power described below, the Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment. Such determinations shall not be subject to review so long as they are made in good faith and in accordance with the procedures described in this Article.

The Reviewer shall make a determination on each application within 30 days after receipt of a completed application and all required information. The Reviewer may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Reviewer may, but shall not be obligated to, specify the reasons for any objections or offer suggestions for curing any objections.

Until expiration of Declarant's rights under this Article, the ARC shall notify Declarant in writing within three business days after the ARC has approved an application. The notice shall be accompanied by a copy of the application and any additional information which Declarant may require. Declarant shall have 10 days after receipt of such notice to veto any such action, in its sole discretion, by written notice to the ARC and the applicant.

In any event, the Reviewer shall notify the applicant in writing of a final determination within 45 days after its receipt of a completed application and all required information. In the event that the Reviewer fails to respond in a timely manner, approval shall be deemed to have been given, subject to Declarant's veto right. However, no approval, whether expressly granted

or deemed granted pursuant to the foregoing, shall be inconsistent with the Architectural Guidelines unless the Reviewer has granted a variance pursuant to Section 5.5.

Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U. S. Postal Service. Such notice shall be sent by certified mail. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

If construction does not commence on a project for which plans have been approved within one year after the date of approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to reapply for approval before commencing construction of any proposed improvements. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Reviewer grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Association, Declarant, or any aggrieved Member.

The Reviewer may by resolution exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

#### 5.4. No Waiver of Future Approvals.

Each Owner acknowledges that the Persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Architectural Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans, or in connection with any other matter requiring approval, shall not constitute a binding precedent in any other matter or waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

#### 5.5. Variances.

The Reviewer may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Reviewer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.



#### 5.6. Limitation of Liability.

The standards and procedures this Article establishes are intended as a mechanism for maintaining and enhancing the overall aesthetics of Greensprings West; they do not create any duty to any Person. Review and approval of any application pursuant to this Article may be based on aesthetic considerations only. The Reviewer shall not bear any responsibility for ensuring (a) the structural integrity or soundness of approved construction or modifications, (b) compliance with building codes and other governmental requirements, (c) that Units are of comparable quality, value, size, or of similar design, aesthetically pleasing, or otherwise acceptable to neighboring property owners, (d) that views from any other Units or the Area of Common Responsibility are protected, or (e) that no defects exist in approved construction.

Declarant, the Association, the Board, any committee, or any member of any of the foregoing shall not be held liable for soil conditions, drainage, or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the actions, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents; or any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Unit. In all matters, the Association shall defend and indemnify the Board, the ARC, and any members thereof as provided in Section 8.7.

#### 5.7. Certificate of Compliance.

Any Owner may request that the Reviewer issue a certificate of architectural compliance certifying that such Owner's Unit has no known violations of this Article or the Architectural Guidelines. The Association shall either grant or deny such request within 30 days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

#### 5.8. View Impairment.

Neither Declarant nor the Association guarantee or represent that any view over and across any portion of Greensprings West or any adjacent property will be preserved without impairment. Any additions or changes, whether occurring in the course of developing or maintaining Greensprings West, may diminish or obstruct any view from Units and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

## **Article VI     Maintenance and Repair**

### **6.1.     Maintenance of Units.**

Each Owner shall maintain his or her Unit and all landscaping and improvements comprising the Unit in a manner consistent with the Governing Documents, the Community-Wide Standard, and all applicable covenants, unless the Association assumes such maintenance responsibility pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Unit.

Except as provided in a Supplemental Declaration, each Owner shall also be responsible for maintaining and irrigating the landscaping within that portion of any adjacent Common Area or public right-of-way lying between the Unit boundary and any wall, fence, or curb located on the Common Area or public right-of-way within 10 feet of the Unit boundary; provided, there shall be no right to remove trees, shrubs, or similar vegetation from this area without prior approval pursuant to Article V.

### **6.2.     Responsibility for Repair and Replacement.**

Unless the Governing Documents or other instruments creating and assigning maintenance responsibility specifically provide otherwise, responsibility for maintenance shall include responsibility for repair and replacement as necessary to maintain the property to a level consistent with the Community-Wide Standard.

By virtue of taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Unit, less a reasonable deductible. If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Unit and the Owner pursuant to Section 9.3.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct such structures in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article V. Alternatively, the Owner shall clear the damaged portions of the Unit and maintain the Unit in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

## **Article VII     The Association and its Members**

### **7.1.     Function of Association.**

The Association is the entity responsible for management, maintenance, operation, and control of the Area of Common Responsibility. The Association also is the primary entity

responsible enforcing the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and Virginia law.

7.2. Board of Directors.

The Board shall govern the Association as more particularly described in the By-Laws. Except as to matters specifically requiring Members' approval as set forth in the Governing Documents, the Board may exercise all rights and powers granted to the Association without membership approval.

7.3. Membership.

(a) Qualification. Every Owner shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 7.3(b) and in the By-Laws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners under this Declaration and the other Governing Documents. The membership rights of an Owner which is not an individual may be exercised by any officer, director, partner, member, manager of a limited liability company, or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

(b) Voting. As to all matters with respect to which Members are given the right to vote under the Governing Documents, each Member, including Declarant, shall be entitled to one vote for each Unit he or she owns. No vote shall be exercised for any property which is exempt from assessment under Section 9.9.

In any situation where a Member is entitled to exercise the vote for his or her Unit, and there is more than one Owner of such Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

(c) Transfer of Membership. Membership in the Association is appurtenant to Unit ownership and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon a transfer of title to such Unit, and then only to the transferee. Any prohibited transfer of an Association membership shall be void and of no force or effect. Any transfer of title or interest to a Unit shall operate automatically to transfer the appurtenant membership rights in the Association to the new Owner. Prior to any transfer of title to such a Unit, the transferring Owner shall give seven days' prior written notice to the Board of such transfer, which shall include the name and address of the acquiring Owner and the date of transfer.

## Article VIII Association Powers and Responsibilities

### 8.1. Acceptance and Control of Association Property.

(a) The Association may acquire, hold, and dispose of tangible and intangible personal property and real property, subject to the provisions of Sections 15.7 and 16.3. Declarant shall transfer the initial Common Area to the Association prior to the conveyance of a Unit to any Person other than a builder. Assessments shall commence on Units as provided in Article IX.

(b) Declarant and its designees may convey to the Association personal property and fee title, leasehold, or other property interests in any real property, improved or unimproved, described in Exhibits "A" or "B." The Association shall accept and maintain such property at its expense for the Members' benefit, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association. Upon Declarant's written request, the Association shall reconvey to Declarant any unimproved portions of Greensprings West originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make adjustments in property lines.

(c) The Association shall be responsible for management, operation, and control of the Common Area, subject to any covenants and restrictions set forth in the deed or other instrument transferring such property to the Association. The Board may adopt such reasonable rules regulating use of the Common Area as it deems appropriate.

### 8.2. Maintenance of Area of Common Responsibility.

The Association shall maintain, in accordance with the Community-Wide Standard, the Area of Common Responsibility, which shall include, but need not be limited to:

- (a) all portions of and structures situated on the Common Area;
- (b) landscaping within public rights-of-way within or abutting Greensprings West;
- (c) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract, covenant, or agreement for maintenance thereof entered into by, or for the benefit of, the Association;
- (d) all lakes, ponds, streams, or wetlands located within Greensprings West which serve as part of the stormwater drainage system, and improvements and equipment installed therein or used in connection therewith;
- (e) any part of the irrigation system for Greensprings West, if any, installed by Declarant and located within Greensprings West and all improvements and equipment used in connection therewith, including irrigation ditches, head gates, and siphons; and

(f) any property and facilities owned by Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association may maintain other property which it does not own, including, without limitation, publicly-owned property, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Neither Declarant nor the Association guarantees that drainage will flow off the Area of Common Responsibility on the intended drainage course. Neither Declarant nor the Association shall bear any responsibility for ensuring that drainage follows intended drainage patterns off of the Area of Common Responsibility.

The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the Board's sole discretion, to perform required maintenance or repairs, unless Members representing at least 75% of the votes in the Association and, during the Declarant Control Period, Declarant agree in writing to discontinue such operation.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means except with Declarant's prior written approval during the Declarant Control Period.

The costs associated with maintenance, repair, and replacement of the Area of Common Responsibility shall be a Common Expense; provided, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other Recorded covenants, or agreements with the owner(s) thereof.

### 8.3. Insurance.

(a) Required Coverages. The Association shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) blanket property insurance for all insurable improvements on the Common Area and within the Area of Common Responsibility to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership. All property

insurance policies the Association obtains shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes.

The Association shall be deemed trustee of all Members' interests in all insurance proceeds paid to the Association under any such policies and shall have full power to receive and to deal with such proceeds. The insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, except as otherwise provided in this Section;

(ii) commercial general liability insurance on the Area of Common Responsibility. Coverage shall include, without limitation, liability for personal injuries and activities in connection with the ownership, operation, maintenance, and other use of the Area of Common Responsibility. The Board shall use its business judgment in deciding upon per occurrence limits for such coverage, but shall at least comply with any secondary mortgage guidelines relating to such coverage.

The liability insurance shall name, as separately protected insureds, Declarant, any property manager, the Association, the Board, the ARC, and their respective representatives, members, agents, and employees with respect to any liability arising out of the maintenance or use of the Area of Common Responsibility;

(iii) workers' compensation insurance and employers' liability insurance, if and to the extent required by law;

(iv) directors' and officers' liability coverage;

(v) commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-quarter of the annual Base Assessments on all Units plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) such additional insurance as the Board, in its business judgment, determines advisable.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses. The Association shall include such premiums in the assessments it levies. The Board shall review the limits of all Association insurance policies at least once a year and shall adjust the policy limits as the Board deems necessary or appropriate.

(b) Policy Requirements. The Association shall arrange for a periodic review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with replacement costs in the James City County area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

The policies may contain a reasonable deductible. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Units as a Specific Assessment pursuant to Section 9.3.

All insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in Virginia which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Areas shall be for the benefit of the Association and its Members;

(iii) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) contain an inflation guard endorsement;

(v) include an agreed amount endorsement, if the policy contains a co-insurance clause;

(vi) provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's membership in the Association or interest in the Common Area as a Member in the Association (provided, this provision shall not be construed as giving an Owner any interest in the Common Area other than that of a Member);

(vii) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer conditioning recovery on account of an act or omission of any one or more Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

(viii) include an endorsement precluding the insurer from denying a claim by an Owner or conditioning recovery under the policy based upon or due to the negligent acts or omissions of the Association or any other Owner.

(c) In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners (as a class) as additional insureds for claims arising in connection with the ownership, existence, use, or management of the Common Area and provide:

(i) a waiver of subrogation as to any claims against the Association's board of directors, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(ii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash; and

(iv) an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

#### 8.4. Repair and Reconstruction of Association Property.

The Association shall have the authority and the duty to repair or reconstruct Common Area or other property which the Association is obligated to insure ("Insured Property") that is damaged or destroyed unless such repair or reconstruction would be illegal under any state or local ordinance governing health or safety, or Members representing 80% of the total vote of the Association vote not to repair or reconstruct.

Except as otherwise provided in this Section the Board diligently shall pursue to completion the repair or reconstruction of that part of the Insured Property damaged or destroyed. The Association may take all necessary or appropriate action to effect such repair or reconstruction. Such repair or reconstruction shall be in accordance with the original plans and specifications unless other plans are approved by a vote of Members representing at least 51% of the total vote of the Association and the Reviewer pursuant to Article V.

The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction of Insured Property. If the proceeds of insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, then the Board, pursuant to Section 9.2, may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in Article IX. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided for in Article IX constitute a fund for the payment for costs of repair or reconstruction after casualty. If a balance exists after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners of the Units in proportion to the contributions made by each Owner to the Association.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the Association shall clear the affected property of all debris and ruins and thereafter shall maintain such improvements in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The cost of removal and landscaping shall be paid for with insurance proceeds. The Association shall retain the remaining proceeds in its general or other funds or shall allocate or distribute such funds as the Board determines appropriate, provided any such distribution of insurance proceeds shall be proportionate to the Members' interests.



#### 8.5. Compliance and Enforcement

(a) Every Owner and occupant of a Unit shall comply with the Governing Documents. The Board may impose sanctions for violating the Governing Documents after notice and an opportunity for a hearing in accordance with the procedures set forth in Section 3.23 of the By-Laws. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Unit. (In the event that any occupant, guest, or invitee of an Owner violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; however, if the violator does not pay the fine within the time period the Board sets, the Owner shall pay the fine upon notice from the Board);

(ii) suspending an Owner's right to vote;

(iii) suspending any services the Association provides to an Owner or the Owner's Unit if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association;

(iv) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(v) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Unit that violates Article V and to restore the Unit to its previous condition and, upon the Owner's failure to do so, the Board or its designee shall have the right to enter the property, remove the violation, restore the property to substantially the same condition as previously existed, and levy a Specific Assessment against the Owner's Unit in accordance with Section 9.3. Any such action shall not be deemed a trespass;

(vi) without liability to any Person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of Article V and the Architectural Guidelines from continuing or performing any further activities in Greensprings West; and

(viii) levying a Specific Assessment against an Owner in the manner provided in Section 9.3 to collect any costs the Association incurs in curing any violation, plus a reasonable administrative fee to discourage noncompliance, or to collect any fine that remains unpaid for a period of 10 days or more.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in Section 3.23 of the By-Laws:

(i) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and

(ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails to perform his or her maintenance responsibility properly, the Association may Record a notice of violation or perform such maintenance responsibilities and assess all costs the Association incurs against the Unit and the Owner as a Specific Assessment pursuant to Section 9.4. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

(b) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction, or rule.

The Association, by contract or other agreement, may enforce applicable county ordinances and James City County may enforce its ordinances within Greensprings West.

#### 8.6. Implied Rights; Board Authority.

The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege.

The Board may institute, defend, settle, or intervene on the Association's behalf in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Area of Common Responsibility, enforcement of the Governing Documents, or any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty to institute litigation on behalf of or in the name of the Association or its Members.

In exercising the Association's rights and powers, making decisions on the Association's behalf, and conducting the Association's affairs, Board members shall be subject to, and their actions shall be judged in accordance with, the standards set forth in Section 3.24 of the By-Laws.

#### 8.7. Indemnification of Officers, Directors, and Others.

Subject to Virginia law, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members). The Association shall indemnify and forever hold each such officer, director, and committee member harmless from any and all liability to others on account of any such contract, commitment, or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Decisions whether to institute litigation are no different from other decisions directors make. There is no independent legal obligation to bring a civil action against another party. In deciding whether to bring a civil action against another party, a director is protected by the business judgment rule as explained in Section 3.24 of the By-Laws.

#### 8.8. Security.

The Association may, but shall not be obligated to, maintain or support certain activities within Greensprings West designed to make Greensprings West safer than it otherwise might be. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of security within Greensprings West, nor shall either be held liable

for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to Greensprings West, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended.

Each Owner acknowledges, understands, and covenants to inform its tenants and all occupants of its Unit that the Association, its Board and committees, and Declarant are not insurers of safety within Greensprings West and that each Person using Greensprings West assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

#### 8.9. Provision of Services.

The Association may provide or provide for services and facilities for the Members, their guests, lessees, and invitees, and shall be authorized to enter into and terminate contracts or agreements with other entities, including Declarant, to provide such services and facilities. The Board may charge use and consumption fees for such services and facilities. By way of example, some services and facilities which might be offered include landscape maintenance, snow removal, pest control service, cable television service, security, caretaker services, transportation, fire protection, utilities, including access to fiber optics networks, and similar services and facilities. Nothing herein shall be construed as a representation by Declarant or the Association as to what, if any, services shall be provided. In addition, the Board, in its discretion, shall be permitted to modify or cancel existing services provided unless otherwise required by the Governing Documents. No Owner shall be exempt from the obligation to pay for such services, if provided to all Owners as a Common Expense, based upon non-use or any other reason.

#### 8.10. Relations with Other Properties.

The Association may enter into contractual agreements or covenants to share costs with any neighboring property to address issues of an area-wide concern. Examples of issues which may be addressed include road and right-of-way maintenance, open space, and to contribute funds for, among other things, shared or mutually beneficial property or services or a higher level of Common Area maintenance.

### Article IX     **Association Finances**

#### 9.1. Budgeting and Allocating Common Expenses.

Until the Association first levies assessments, Declarant shall be responsible for all Common Expenses. Thereafter, assessments for Common Expenses shall be levied at least annually in accordance with this Article.

At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year. The budget shall include any contributions to be made to a reserve fund for repair and replacement of capital assets, based on a separate reserve budget which takes into account the number and nature of replaceable assets, the expected life of each asset, and each asset's expected repair or replacement cost. The budget shall reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units, and the amount to be generated through the levy of Base Assessments and Special Assessments against the Units, as authorized in Section 9.4.

The Association is hereby authorized to levy Base Assessments equally against all Units subject to assessment under Section 9.4 to fund the Common Expenses. In determining the Base Assessment rate per Unit, the Board may consider any assessment income expected to be generated from any additional Units reasonably anticipated to become subject to assessment during the fiscal year.

Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by paying any deficit between the Common Expenses and Association funds collected pursuant to the current year's budget, or any portion of any such deficit (in addition to any amounts paid by Declarant under Section 9.6), which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such deficit payment shall be disclosed as a line item in the income portion of the budget. Payment of such deficit, or portion thereof, in any year shall not obligate Declarant to continue payment of such deficit in future years, unless otherwise provided in a written agreement between the Association and Declarant.

The Board shall send a summary of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner within 30 days of adoption of the proposed budget and at least 30 days prior to the effective date of such budget. The notice shall set a date for a meeting of the Members to consider the budget, which shall be not less than 14 nor more than 30 days after mailing of the summary. The budget automatically shall become effective unless Members representing at least 75% of the votes in the Association disapprove such budget at a meeting.

If Members disapprove any proposed budget or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth above.

## 9.2. Special Assessments.

In addition to other authorized assessments, the Association may levy Special

Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Owners representing at least 51% of the total votes allocated to Units subject to such Special Assessment and the consent of Declarant during the Declarant Control Period. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

### 9.3. Specific Assessments.

The Association shall have the power to levy Specific Assessments against a particular Unit as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to Units upon request of an Owner pursuant to any menu of special services which the Association may offer (which might include the items identified in Section 8.9). The Association may levy Specific Assessments for special services in advance of the provision of the requested service; and

(b) to cover costs incurred in bringing the Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this subsection (b).

### 9.4. Authority To Assess Owners; Time of Payment.

Declarant hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Unit on the first day of the month following the sale of a Lot to a Person other than Declarant or a Declarant approved builder.. The first annual Base Assessment levied on each Unit, shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board provides otherwise, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

#### 9.5. Personal Obligation for Assessments.

Each Owner, by accepting a deed or entering into a Recorded contract of sale for any portion of Greensprings West, covenants and agrees to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of 10% per annum or such higher rate as the Board may establish, subject to the limitations of Virginia law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be each Owner's personal obligation and a lien upon each Unit until paid in full. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his or her Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

#### 9.6. Budget Deficits During Declarant Control.

During the Declarant Control Period, Declarant may (but shall not be required to):

(a) Advance funds to the Association sufficient to satisfy its deficit, if any, between the actual operating expenses of the Association and the sum of the annual, special, and specific assessments collected by the Association in any fiscal year. Such advances shall, upon request of Declarant, be evidenced by promissory notes from the Association in favor of Declarant. The failure of Declarant to obtain a promissory note shall not invalidate the debt; or

(b) Cause the Association to borrow such amount, or a general borrowing, from a third party at the then prevailing rates for such a loan in the local area of the Community. Declarant, in its sole discretion, may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Area or any of the improvements maintained by the Association shall be given in connection with such loan; or

(c) Acquire property for, or provide services to, the Association or the Common Area. Declarant shall designate the value of the property or the services provided and such amounts, at the request of the Declarant, be evidenced by a promissory note. Failure to obtain a promissory note shall not invalidate the obligation referred to in this Section.

9.7. Statement of Account.

Upon written request of any Member, Mortgagee, prospective Mortgagee, or prospective purchaser of a Unit, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit, the amount of the current periodic assessment and the date on which such assessment becomes or became due, and any credit for advanced payments or prepaid items. Such statement shall be delivered to the requesting Person personally or by certified mail, first-class postage prepaid, return receipt requested. The Association may require the payment of a reasonable processing fee for issuance of such statement.

Such statement shall bind the Association in favor of Persons who rely upon it in good faith. Provided such request is made in writing, if the request for a statement of account is not processed within 14 days of receipt of the request, all unpaid assessments that became due before the date of making such request shall be subordinate to the lien of a Mortgagee that acquired its interest after requesting such statement.

9.8. Lien for Assessments.

Subject to the limitations of any other applicable provisions of Virginia law, the Association shall have a statutory lien against each Unit to secure payment of delinquent assessments, as well as interest, late charges and costs of collection (including attorneys' fees). Such lien shall be perfected upon the Recordation of this Declaration.

Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior; (b) the lien or charge of any Recorded First Mortgage made in good faith and for value; provided, such assessment lien shall have priority over such security interests to the extent of the assessments based on the annual budget adopted by the Association pursuant to Section 9.1 which would have become due during the six months immediately preceding institution of an action to enforce the lien for assessments; and (c) labor or materialmen's liens, to the extent required by law.

Such lien, when delinquent, may be enforced in the same manner as provided for the foreclosure of Mortgages under Virginia law. All such costs and expenses of any such foreclosure shall be secured by the lien being foreclosed.

The Association may bid for the Unit, as applicable, at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had the Association not acquired it. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.



Sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to foreclosure of the First Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure, except as otherwise provided in this Section. Assessments in excess of the super-priority amount provided in this Section shall be deemed Common Expenses collectible from Owners of all Units subject to assessment under Section 9.5, including such acquirer, its successors, and assigns. The subsequent Owner of the foreclosed Unit shall not be personally liable for assessments on such Unit due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under Section 9.5, including such acquirer, its successors, and assigns.

9.9. Exempt Property.

The following property shall be exempt from payment of Base Assessments, Specific Assessments, and Special Assessments:

- (a) all Common Area and such portions of the property owned by Declarant as are included in the Area of Common Responsibility; and
- (b) any property dedicated to and accepted by any governmental authority or public utility.

9.10. Capitalization of Association.

Upon acquisition of record title to a Unit by the first Owner thereof other than Declarant or a builder, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth of the annual Base Assessment per Unit for that year. This amount shall be in addition to, not in lieu of, the annual Base Assessment and shall not be considered an advance payment of such assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration and the By-Laws.

**Article X      Expansion of the Community**

10.1. Expansion by Declarant.

Until all property described in Exhibit "B" has been subjected to this Declaration or ten years after the Recording of this Declaration, whichever is earlier, Declarant reserves the right, but not the obligation, to subject unilaterally to the provisions of this Declaration all or any portion of the real property described in Exhibit "B." Declarant may transfer or assign this right to subject property, provided that the transferee or assignee is the developer of at least a portion of the real property described in Exhibits "A" or "B" and that Declarant memorializes such transfer by executing a written, Recorded instrument.

Declarant shall subject property by Recording a Supplemental Declaration describing the property being subjected. Such Supplemental Declaration shall not require the Members' consent but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the Recording of such Supplemental Declaration unless otherwise provided therein.

10.2. Expansion by the Association.

After Declarant's right to subject unilaterally additional property expires as provided in Section 10.1, the Association may subject any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Members representing 67% of the total votes in the Association, and the consent of Declarant during the Declarant Control Period.

The Association shall subject such property by Recording a Supplemental Declaration describing the property being subjected. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, by the owner of the subjected property, and by Declarant, if Declarant's consent is required. Any such subjection of property shall be effective upon Recording unless otherwise provided therein.

10.3. Withdrawal of Property.

So long as Declarant owns property described in Exhibit "A" or "B," Declarant reserves the unilateral right to amend this Declaration to withdraw any portion of Greensprings West from the coverage of this Declaration whether originally described in Exhibit "A" or added by Supplemental Declaration; however, the withdrawal of any property shall require the consent of the affected property owner(s), if other than Declarant. If the property is Common Area, the Association shall consent to such withdrawal upon the request of Declarant.

10.4. Additional Covenants and Easements.

So long as Declarant owns any property described in Exhibit "A" or "B," Declarant unilaterally may subject any portion of the property submitted to this Declaration to additional covenants and easements. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrent with or after the subjection of the property and shall require the written consent of the owner(s) of such property, if other than Declarant. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

10.5. Effect of Filing Supplemental Declaration.

A Supplemental Declaration shall be effective upon Recording unless such Supplemental Declaration specifies otherwise. On the effective date of the Supplemental Declaration, any

additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

10.6. Amendment.

This Article shall not be amended without Declarant's prior written consent so long as Declarant owns any property described in Exhibit "A" or "B."

**Article XI     Development Rights and Protections**

11.1. Reasonable Rights To Develop.

Declarant and/or builders may be undertaking the work of constructing improvements to and upon Greensprings West, including Units. The completion of such construction and the sale or other disposal of the Units is essential to the establishment and welfare of Greensprings West as a residential community. Therefore, so long as Declarant owns any property described in Exhibit "A" or "B" for development or sale, nothing in this Declaration or the other Governing Documents shall be understood or construed to:

- (a) prevent Declarant, builders, or their contractors or subcontractors from doing in Greensprings West or on any Unit whatever is reasonably necessary or advisable in connection with the commencement or completion of the above described work;
- (b) prevent Declarant or its representatives from erecting, constructing, and maintaining on any part of Greensprings West such structures as reasonably may be necessary for the conduct of its business of completing the work, establishing Greensprings West as a residential community, and disposing of the Units by sale, lease, or otherwise;
- (c) prevent Declarant from maintaining such signs and conducting such activities on any part of Greensprings West owned by Declarant or the Association as Declarant may deem to be reasonably necessary for the sale, lease, or disposition of Units; or
- (d) prevent Declarant from placing and utilizing on Units or other property which it owns one or more mobile trailers or temporary structures as sales offices or for construction activities.

However, nothing in this Section shall give Declarant the right to damage any Unit or other property not owned by Declarant.

11.2. Marketing and Sales Activities.

So long as Declarant owns any property described in Exhibit "A" or "B," Declarant and builders authorized by Declarant may construct, relocate, maintain, and carry on upon any Unit Declarant owns or upon portions of the Common Area, such facilities and activities as may be

reasonably required, convenient, or incidental to the construction or sale of Units, in Declarant's sole opinion. Such facilities and activities may include, without limitation, business offices, signs, model units, and sales offices. There shall be no limit on the number or size of such facilities. Declarant and authorized builders shall have easements for access to and use of such facilities. Declarant has executed a lease granting use of property within Greensprings West to an authorized builder for use as a sales center, meeting place for residents, and related activities. Declarant reserves the right to remove any personal property used in connection with its activities on the Common Area upon termination of its rights under this Section.

#### 11.3. Construction of Improvements.

So long as Declarant owns any property described in Exhibit "A" or "B," Declarant and its employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

Every Person that acquires any interest in Greensprings West acknowledges that Greensprings West is a planned community, the development of which is likely to extend over many years, and agrees not to protest, challenge, or otherwise object to changes in the Master Plan.

#### 11.4. Right To Approve Additional Covenants.

So long as the Declarant owns any property described in Exhibit "A" or "B," no Person shall Record any declaration of covenants, conditions, and restrictions, or declaration of condominium or similar instrument affecting any portion of Greensprings West without Declarant's review and written consent. Any instrument Recorded without such consent shall be void and of no force and effect unless Declarant subsequently consents in a Recorded instrument.

#### 11.5. Right To Transfer or Assign Declarant Rights.

Any or all of Declarant's special rights and obligations set forth in this Declaration or the By-Laws may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless Declarant executes a written, Recorded instrument. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety. In such case it shall not be necessary to Record any written assignment unless necessary to evidence Declarant's consent to such exercise.

#### 11.6. Exclusive Rights To Use Name of Development.

No Person shall use the name "Greensprings West" or any derivative of such name in any printed or promotional material without Declarant's prior written consent. However, Owners

may use the name "Greensprings West" in printed or promotional matter where such term is used solely to specify that particular property is located within Greensprings West, and the Association shall be entitled to use the words "Greensprings West" in its name.

11.7. Right to Approve Changes in Community Standards.

So long as Declarant owns property described in Exhibit "A" or "B," no amendment to or modification of any Rules and Regulations or Architectural Guidelines shall be effective without Declarant's prior written approval.

11.8. Easement to Inspect and Right to Correct.

(a) Easement. Declarant reserves for itself and such other Persons as it may designate perpetual non-exclusive easements throughout Greensprings West to the extent reasonably necessary for the purposes of access, inspecting, testing, redesigning, or correcting any portion of Greensprings West, including Units and the Area of Common Responsibility. Declarant shall have the right to redesign or correct any part of Greensprings West, including Units and the Area of Common Responsibility.

(b) Right of Entry. Entry onto a Unit shall be after reasonable notice, except in an emergency. Entry into a structure on a Unit shall be only after Declarant notifies the Unit's Owner and agrees with the Owner regarding a reasonable time to enter the structures on such Unit to perform such activities.

(c) Damage. Declarant shall promptly repair any damage to a Unit or the Area of Common Responsibility resulting from the exercise of the easement or right of entry described in subsections (a) and (b) of this Section at its own expense. The exercise of these easements shall not unreasonably interfere with the use of any Unit and entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

11.9. Neighborhoods.

Declarant, acting in its sole and absolute discretion, retains the right, but not the obligation, as long as it has the right unilaterally to annex property, to establish separately developed residential "Neighborhoods," recreational and amenity areas, or some, all, or none of these, within the Community, to designate "Exclusive Common Area" for the exclusive use of one or more, but less than all Neighborhoods. Every Unit situated within a designated Neighborhood may be subjected to additional covenants, conditions, restrictions, and additional assessments for services provided to Units within such designated Neighborhood.

Any Neighborhood may request that the Association provide a higher level of service than that which the Association generally provides to all Neighborhoods, or may request that the Association provide special services for the benefit of Units in such Neighborhood. Upon the affirmative vote, written consent, or a combination thereof, of Owners of a majority of the Units within the Neighborhood, the Association shall provide the requested services. The cost of such

services, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate per Unit to all Neighborhoods receiving the same service), shall be assessed against the Units within such Neighborhood as a Neighborhood assessment.

## **Article XII Easements**

### **12.1. Easements in Common Area.**

Declarant grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Area, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying an interest in such property to the Association;
- (c) The Board's right to:
  - (i) adopt and enforce rules regulating use and enjoyment of the Common Area;
  - (ii) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;
  - (iii) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements set forth in Sections 15.7 and 16.3.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit for the period of the lease.

### **12.2. Easements of Encroachment.**

Declarant grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

### 12.3. Easements To Serve Additional Property.

Declarant hereby reserves, so long as Declarant owns any property described in Exhibit "A" or "B," for itself and its duly authorized agents, successors, assigns, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the property described in Exhibit "B," whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property.

Declarant hereby reserves, so long as Declarant owns any property described in Exhibit "A" or "B," for itself and its duly authorized agents, successors, assigns, and mortgagees and their agents, employees, designees, invitees, and guests, an easement over the Common Area for the purposes of enjoyment, use, access, and development of property located adjacent to Common Area and owned by Declarant, its successors, or assigns, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property.

### 12.4. Easements for Maintenance, Emergency, and Enforcement.

Declarant grants to the Association easements over Greensprings West as necessary to enable the Association to fulfill its maintenance responsibilities under Section 8.2. Specifically, the Association shall have a right of entry upon and easement of access through every Unit, but not through a structure, for the purpose of maintaining any property or improvement for which the Association has maintenance responsibility. The Association also shall have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance, and to inspect for the purpose of ensuring compliance with and enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

### 12.5. Easements for Pond and Wetland Maintenance and Flood Water.

Declarant reserves for itself, its successors, assigns, and designees, during the Declarant Control Period, and grants to the Association and its successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the Area of Common Responsibility to (a) install, operate, maintain, and replace pumps to supply irrigation water to the Area of Common Responsibility; (b) construct, maintain, and repair structures and equipment used for retaining water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard. Declarant, the Association, and their successors, assigns, and designees shall have an access easement over and across any of Greensprings West abutting or containing bodies of water or wetlands to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself, its successors, assigns, and designees, so long as Declarant owns any property described in Exhibits "A" or "B" and grants to the Association and its successors, assigns, and designees in perpetuity, a nonexclusive right and easement of access and encroachment over the Common Area and Units (but not the dwellings thereon) adjacent to or within 100 feet of bodies of water and wetlands within Greensprings West, in order to (a) temporarily flood and back water upon and maintain water over such portions of Greensprings West; (b) alter in any manner and generally maintain the bodies of water and wetlands within the Area of Common Responsibility; and (c) maintain and landscape the slopes and banks pertaining to such areas. All persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural occurrences.

No Person shall exercise an easement pursuant to this Section in violation of, or for any purpose which violates, local, state, or federal laws or regulations.

#### 12.6. Easements for Irrigation System.

Declarant reserves for itself, its successors, assigns, and designees, so long as Declarant owns any property described in Exhibit "A" or "B," and grants to the Association and its successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon every Unit and the Common Area to install, operate, maintain, and replace irrigation systems or portions thereof, including irrigation ditches, head gates, and siphons. Declarant, the Association, and their successors, assigns, and designees shall have an access easement over and across any of Greensprings West abutting or containing irrigation systems to the extent reasonably necessary to exercise their rights under this Section.

#### 12.7. Easements for Golf Course.

Every Unit and the Common Area are burdened with an easement permitting golf balls unintentionally to come upon such areas, and for golfers at reasonable times and in a reasonable manner to come upon the Common Area or the exterior portions of a Unit to retrieve errant golf balls; however, if any Unit is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfer of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from the exercise of this easement: Declarant; the Association or its Members (in their capacities as such); the owner of the golf course, its successors, successors-in-title, and assigns; any builder or contractor (in their capacity as such); any officer, director, or partner of any of the foregoing, or any officer or director of any partner.

The owner of any golf course within or adjacent to any portion of the Community, its agents, successors, and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Areas reasonably necessary to the operation, maintenance, repair, and replacement of its golf course.



Any portion of the Community immediately adjacent to any golf course is hereby burdened with a non-exclusive easement in favor of the adjacent golf course for overspray of water from the irrigation system serving such golf course. Under no circumstances shall the Association or the owner of such golf course be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

The owner of any golf course within or adjacent to any portion of the Community, its successors and assigns, shall have a perpetual, exclusive easement of access over the Community as necessary to retrieve golf balls from bodies of water within the Common Area lying reasonably within range of golf balls hit from its golf course.

### **Article XIII Private Amenities**

#### **13.1. General.**

Neither membership in the Association nor ownership or occupancy of a Unit shall confer any ownership interest in or right to use any Private Amenity. Rights to use the Private Amenities 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 Private Amenities. The owners of the Private Amenities 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 their respective Private Amenities, 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, subject to the terms of any written agreements with their respective members.

#### **13.2. Conveyance of Private Amenities.**

All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Declarant, the Association, any builder, or by any Person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of any Private Amenity. No purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Private Amenity. The ownership or operation of the Private Amenity may change at any time by virtue of, but without limitation, (a) the sale to or assumption of operations of any Private Amenity by a Person other than the current owner or operator; (b) the establishment of, or conversion of the membership structure to, an "equity" club or similar arrangement whereby the members of the Private Amenity or an entity owned or controlled by its members become the owner(s) and/or operator(s) of the Private Amenity; or (c) the conveyance of any Private Amenity to one or more of Declarant's affiliates, shareholders, employees, or independent contractors. Consent of the Association or any Owner shall **not** be required to effectuate any change in ownership or operation of any Private Amenity, for or without consideration and subject to or free of any mortgage, covenant, lien, or other encumbrance.

## **Article XIV    Dispute Resolution and Limitation on Litigation**

### **14.1.    Consensus for Association Litigation.**

Except as provided in this Section, the Association shall not commence a judicial or administrative proceeding without the approval of Members representing at least 75% of the total votes of the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the Governing Documents (including, without limitation, the foreclosure of liens); (b) the collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Prior to the Association or any Member commencing any judicial or administrative proceeding to which Declarant is a party and which arises out of an alleged defect at Greensprings West or any improvement constructed upon Greensprings West, Declarant shall have the right to meet in good faith and discuss the subject of the proceeding with the Members, or the particular Member, and to access, inspect, correct the condition of, or redesign any portion of Greensprings West, including any improvement as to which a defect is alleged. In addition, the Association or the Member shall notify the builder who constructed the subject improvement prior to retaining any other expert witness or for other litigation purposes.

### **14.2.    Alternative Method for Resolving Disputes.**

Declarant, the Association, its officers, directors, and committee members, all Persons subject to this Declaration, any builder within Greensprings West, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving Greensprings West, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to use good faith efforts to resolve those claims, grievances, or disputes described in Sections 14.3 ("Claims") using the procedures set forth in Section 14.4.

### **14.3.    Claims.**

Unless specifically exempted below, all Claims arising out of or relating to the interpretation, application, or enforcement of the Governing Documents, or the rights, obligations, and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on Greensprings West (other than matters of aesthetic judgment under Article IV, which shall not be subject to review) shall be subject to the provisions of Section 14.4.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 14.4:

(a) any suit by the Association against any Bound Party to enforce the provisions of Article IX;

(b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article III, Article IV, and Article V;

(c) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

(d) any suit in which any indispensable party is not a Bound Party; and

(e) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 14.4(a) unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 14.4.

#### 14.4. Mandatory Procedures.

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

(ii) the legal basis of the Claim (*i.e.*, the specific authority out of which the Claim arises);

(iii) Claimant's proposed remedy; and

(iv) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

#### (b) Negotiation and Mediation.

(i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

(ii) If the Parties do not resolve the Claim within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days to submit the Claim to mediation under an independent agency providing dispute resolution services in James City County or surrounding areas.

(iii) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(iv) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings. The termination of mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

#### 14.5. Allocation of Costs of Resolving Claims.

Each Party shall bear its own costs, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator(s) and all filing fees.

#### 14.6. Enforcement of Resolution.

If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Section 14.4 and any Party thereafter fails to abide by the terms of such agreement then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in Section 14.4. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.

### **Article XV Mortgagee Provisions**

The following provisions are for the benefit of holders, insurers, and guarantors of First Mortgages on Units in Greensprings West. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

15.1. Notices of Action.

An institutional holder, insurer, or guarantor of a First Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, thereby becoming an "Eligible Holder"), shall be entitled to timely written notice of:

- (a) any condemnation loss or any casualty loss which affects a material portion of Greensprings West or which affects any Unit on which there is a First Mortgage held, insured, or guaranteed by such Eligible Holder;
- (b) any delinquency in the payment of assessments or charges owed by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Unit or the Owner or Occupant which is not cured within 60 days;
- (c) any lapse, cancellation, or material modification of any insurance policy the Association maintains; or
- (d) any proposed action which would require the consent of a specified percentage of Eligible Holders.

15.2. Other Provisions for First Lien Holders.

To the extent not inconsistent with Virginia law:

- (a) any restoration or repair of Greensprings West after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless Eligible Holders representing at least 50% of the votes of Units subject to Mortgages held by Eligible Holders elect otherwise; and
- (b) termination of the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders representing at least 50% of the votes of Units subject to Mortgages held by Eligible Holders.

15.3. No Priority.

No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the First Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

15.4. Notice to Association.

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

15.5. Failure of Mortgagee To Respond.

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

15.6. Construction of Article XV.

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the By-Laws, or Virginia law for any of the acts set out in this Article.

15.7. HUD/VA Approval.

Until the termination of the Declarant Control Period, the following actions shall require the prior approval of the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs, if either such agency is insuring or guaranteeing the Mortgage on any Unit: merger, consolidation, or dissolution of the Association; annexation of additional property other than that described in Exhibit "B"; dedication, conveyance, or mortgaging of Common Area; or material amendment of this Declaration or the By-Laws. The granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a conveyance within the meaning of this Section.

**Article XVI Changes in Common Area**

16.1. Condemnation.

If a Unit or portion thereof shall be taken by eminent domain, compensation and the Owner's interests in the Common Area shall be evenly allocated. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least 67% of the total votes in the Association and of Declarant, during the Declarant Control Period) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements

on the remaining Common Area to the extent available, unless within 60 days after such taking Declarant, during the Declarant Control Period, and Members representing at least 75% of the total votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 8.4 regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

#### 16.2. Transfer, Partition, or Encumbrance of Common Area.

(a) Except as this Declaration otherwise specifically provides, the Common Area shall not be judicially partitioned or subdivided into Units, nor shall the ownership of the Common Area be otherwise divided or encumbered in any manner after conveyance to the Association, except upon the approval of Members representing at least 80% of the total votes in the Association, including a majority of the votes held by Members other than Declarant, and the consent of Declarant during the Declarant Control Period.

(b) The Association shall have the authority, subject to approval of Members representing a majority of the total votes in the Association, including a majority of the votes held by Members other than Declarant, and the consent of Declarant, during the Declarant Control Period, to transfer portions of the Common Area and improvements thereon to appropriate governmental entities or tax-exempt organizations for the maintenance, operation, and preservation thereof; provided, that any such transfer shall not relieve such Common Area from the rights and benefits of the Association and the Members as provided in this Declaration and shall otherwise be subject to the provisions of this Declaration.

#### 16.3. Actions Requiring Owner Approval.

If either the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs insures or guarantees the Mortgage on any Unit, then, during the Declarant Control Period, the following actions shall require the prior approval of Members representing not less than 67% of the total votes in the Association and the consent of Declarant: merger, consolidation, or dissolution of the Association; annexation of additional property other than that described in Exhibit "B"; and dedication, conveyance, or mortgaging of Common Area. Notwithstanding anything to the contrary in Section 16.2 or this Section, the Association may grant easements over the Common Area for installation and maintenance of utilities and drainage facilities and for other purposes not inconsistent with the intended use of the Common Area, without the membership's approval.

## Article XVII Miscellaneous

### 17.1. Amendment.

This Declaration may be amended unilaterally at any time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on Units subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Units subject to this Declaration; however, any such amendment shall not adversely affect title to any Unit unless such Unit's Owner consents in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration, Declarant may unilaterally amend this Declaration for any other purpose; however, any such amendment shall not materially adversely affect the substantive rights of any Owners hereunder, nor shall it adversely affect title to any Unit without the consent of the affected Owner(s).

In addition, this Declaration may be amended for so long as Declarant owns any property in the Community or has the right to annex additional property, with the affirmative written consent of the Declarant and upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds of the Units. If Declarant no longer owns any property in the Community and no longer has the right to annex additional property, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds of the Units.

### 17.2. Validity and Effective Date of Amendment.

No amendment may remove, revoke, or modify any Declarant right or privilege without Declarant's written consent (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Declaration or the By-Laws, it shall be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party shall affect the validity of such amendment.

Any amendment shall become effective upon Recording, unless it specifies a later effective date. Any procedural challenge to an amendment must be made within one year of its Recordation or such amendment shall be presumed to have been validly adopted. In no event



shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

17.3. Exhibits.

Exhibits "A," and "B" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by this Article. Exhibit "C" is incorporated by this reference and may be amended in accordance with Articles IV or this Article XVI. All other exhibits are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the date and year first written above.

DECLARANT: Jamestown L.L.C., Inc., a Virginia limited liability company

By:   
Its: Manager

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF VIRGINIA )  
COUNTY OF James City )

The foregoing instrument was acknowledged before me this 8 day of Mar, 2000, by Christy as Manager of Jamestown L.L.C., a Virginia limited liability company and \_\_\_\_\_ as \_\_\_\_\_ of Jamestown L.L.C., Inc., a Virginia limited liability company.

Witness my hand and official seal.

  
Notary Public

My Commission expires: 1/31/2002

000 018290

Prepared by and returned to:  
Amy H. Bray  
Hyatt & Stubblefield, P.C.  
225 Peachtree Street, N.E., Suite 1200  
Atlanta, Georgia 30303

STATE OF VIRGINIA  
  
COUNTY OF JAMES CITY

Cross Reference: Document Number: 000009374  
Page: 0289

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR GREENSPRINGS WEST**

THIS AMENDMENT is made as of the date set forth below by Jamestown L.L.C., a Virginia limited liability corporation ("Declarant").

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions, and Restrictions for Greensprings West, at Document Number 000 009374, Page 0289, *et seq.*, in the records of the Clerk's Office of the Circuit Court for the County of James City, Virginia, on May 16, 2000 ("Declaration"); and

WHEREAS, pursuant to the terms of Section 17.1 of the Declaration, Declarant may unilaterally amend the Declaration at any time if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans to enable such lender or purchaser to make or purchase mortgage loans on units subject to the Declaration and such amendment shall not adversely affect title to any unit unless consented to in writing by such unit's owner; and

WHEREAS, the U.S. Department of Veterans Affairs ("VA") has requested that the Declaration be amended to clarify the priority of first mortgage loans to enable VA to guarantee mortgage loans on units within the Greensprings West community; and

WHEREAS, Declarant desires to amend the Declaration to clarify the priority of first mortgage loans for that reason; and

SEP 22 2001 02

WHEREAS, such amendment will not adversely affect title to any unit;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends Section 9.8 of the Declaration by striking the second paragraph and replacing it as follows:

Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any Recorded first Mortgage (meaning any Recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

IN WITNESS WHEREOF, the Declarant herein hereby executes this instrument under seal by and through its duly authorized officers, this 11 day of September, 2000.

DECLARANT: Jamestown L.L.C., a Virginia limited liability company

By:

Its:

Attest:

Its:

STATE OF VIRGINIA )

COUNTY OF WILLIAMSBURG )

The foregoing instrument was acknowledged before me this 11 day of SEPT, 2000, by LEAH WALKER MGR of Jamestown L.L.C., a Virginia limited liability company and JOHN LOWERY as CFO of Jamestown L.L.C., a Virginia limited liability company.

Witness my hand and official seal.

Notary Public

My Commission expires:

9/30/03

VIRGINIA: City of WILLIAMSBURG and County of WILLIAMSBURG

This Amended Declaration was presented with 22 Sept 2000 and admitted to record on 11:35 AM in the Clerk's Office of the Circuit Court of the City of WILLIAMSBURG and County of JAMES

TESTE: REBECCA JOUHLIDGE, CLERK

BY: Rebecca Jouhlidge Deputy Clerk

SEP 22 2000 0103

020013336

Prepared by and Return to:

Joseph H. Latchum, Jr., Esquire  
Williams Mullen  
One Old Oyster Point Road, Suite 210  
Newport News, VA 23602  
(757) 249-5100

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS CONDITIONS FOR GREENSPRINGS WEST**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Greensprings West is made as of this 10th day of June, 2002, by Jamestown L.L.C., Virginia Limited Liability Company as Declarant whose address is P.O. Box 3011 Williamsburg, Virginia 23135; index as Grantor and Grantee.

Recitals:

1. Jamestown L.L.C., as Declarant executed a Declaration of Covenants, Conditions and Restrictions for Greensprings West on April 3, 2000, which were recorded in the Clerk's Office of the Court of the City of Williamsburg and the County of James City as instrument number 000009374.
2. By appointment of Successor Declarant dated April 23, 2001, by and between Jamestown L.L.C. as Declarant and C. Richard Dobson Builders, Inc. as Successor Declarant, C. Richard Dobson Builders, Inc. was appointed as Successor Declarant for a portion of the property described in Exhibit A in said document, which was recorded in the aforesaid Clerk's office on November 6, 2001, as instrument number 010-020391.
3. By appointment of Successor Declarant dated April 30, 2002, C. Richard Dobson Builders, Inc. assigned and transferred all of its interests as Successor Declarant in and to the aforesaid property described herein above to Jamestown L.L.C.
4. The Declaration of Covenants, Conditions and Restrictions for Greensprings West and the additional modifications as made herein are deemed one instrument and shall hereinafter collectively be referred to as the "Declaration."
5. The purpose of this Agreement is to amend and restate the Declaration of Covenants, Conditions and Restrictions for Greensprings West as stated herein and to add the following term Approved Builder as an additional definition.

NOW, THEREFORE, WITNESS that for and in consideration of the sum of ten dollars (\$10.00), cash in hand paid and other mutual promises made, the Declaration is hereby modified as follows:

JUN 12 02 51

DEFINITIONS: Approved Builders: those builders that purchase lots for building spec homes thereon.

Article 9.4 Authority to Assess Owners; Time of Payment : the following language shall be substituted and incorporated as follows:

Declarant hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Unit on the first day of the month following the sale of a Lot to a person other than Declarant except to Approved Builders. Approved Builders shall not pay monthly assessments for the first six months of property ownership, and thereafter on the first day of the seventh month after the unit acquisition, the Approved Builder shall pay the standard monthly assessments on each unit owned.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a unit and impose special requirements for Owners with a history of delinquent payment. If the Board of Directors so elects, assessments may be paid in two or more installments. Unless the Board provides otherwise, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

9.10 Capitalization of Association. The following language shall be substituted and incorporated as follows:

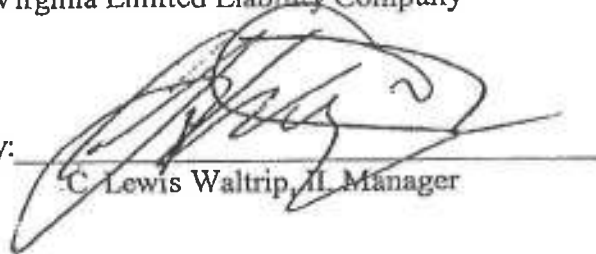
Upon acquisition of record title to a Unit by the first Owner thereof other than Declarant or an Approved Builder, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth of the annual Base Assessment per unit for that year. Approved Builders shall make a contribution of \$200.00 upon acquisition of record title to a Unit. This amount shall be in addition to, not in lieu of, the annual assessments and shall not be considered an advance payment of such assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the Declaration and the By-Laws.

Except as specifically modified herein, the terms of the Declaration are hereby ratified and confirmed and shall remain in full force and effect.

WITNESS the following signature and seal:

JAMESTOWN, L.L.C.  
a Virginia Limited Liability Company

By:

  
C. Lewis Waltrip, II, Manager

COMMONWEALTH OF VIRGINIA,  
CITY OF Williamsburg, to-wit:

The foregoing instrument was acknowledged before me this 10<sup>TH</sup> day of JUNE, 2002, by C. Lewis Waltrip, II, Manager for and on behalf of Jamestown L.L.C.

  
NOTARY PUBLIC

My Commission expires:

9/30/03


VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on June 11, 2002  
at 1:34 AM/PM. The taxes imposed by Virginia Code  
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.

STATE TAX

LOCAL TAX

ADDITIONAL TAX

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
TESTE: BETSY B. WOOLRIDGE, CLERK

BY:  Clerk

A COPY TESTE:  
BETSY B. WOOLRIDGE, CLERK  
City of Williamsburg and County  
of James City, VA

BY:

  
Deputy Clerk

***\*Special Notice\****

***In order to assure proper credit, it is  
imperative that a settlement  
statement is sent to:***

**United Property Associates  
4455 South Boulevard, Suite 250  
Virginia Beach, VA 23452  
Fax (757) 497-9133**

**Within seven days of closing.**



DEBIT AUTHORIZATION FORM:

I (we) hereby authorize Greensprings West Owners Association (the association) or its agent to initiate debit entries to my checking/savings account(s) at the financial institution listed below and if necessary, initiate adjustments for any transactions debited in error. This authority will remain in effect until Greensprings West Owners Association (the association) is notified by me (us) in writing to cancel it in such time as to afford Greensprings West Owners Association (the Association) and the Financial Institution a reasonable opportunity to act on it.

I acknowledge my right to receive prior notice of any debit entry that varies from the approved monthly association fee debit entry in any amount

\_\_\_\_\_  
(NAME OF FINANCIAL INSTITUTION)

\_\_\_\_\_  
(ADDRESS OF FINANCIAL INSTITUTION – BRANCH, CITY, STATE, & ZIP)

X

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(NAME – PLEASE PRINT)

\_\_\_\_\_  
(ADDRESS - PLEASE PRINT)

FIRST ENTRY WILL OCCUR ON \_\_\_\_ / \_\_\_\_ / \_\_\_\_ AND MONTHLY THEREAFTER. FIRST ENTRY WILL OCCUR ON THE 2<sup>ND</sup> DAY OF THE FOLLOWING MONTH IF Greensprings West Owners Association RECEIVES THIS AUTHORIZATION BY THE 10<sup>TH</sup> OF THIS MONTH. EACH PAYMENT THEREAFTER WILL OCCUR ON THE 2<sup>ND</sup> DAY OF EACH MONTH UNLESS IT FALLS ON A HOLIDAY OR WEEKEND, THEN THE PAYMENT WOULD BE ASSESSED THE FIRST BUSINESS DAY AFTER THE 2<sup>ND</sup> DAY.

CHECKING/SAVINGS ACCOUNT NUMBER: \_\_\_\_\_

FINANCIAL INSTITUTION ROUTING NUMBER \_\_\_\_\_  
(ATTACH A VOIDED CHECK)

XX  
(COMPANY USE ONLY)

ASSOCIATION NUMBER: \_\_\_\_\_

CUSTOMER NUMBER: \_\_\_\_\_

MONTHLY FEE: \_\_\_\_\_

RECEIVED: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

ENTERED: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

ENTERED BY: \_\_\_\_\_

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For

**Greensprings West  
Owners' Association, Inc.**

- I. *Certificate for Resale*
- II. *Certificate of Annual Report*
- III. *Articles of Incorporation*
- IV. *Bylaws*
- V. *Declaration*
  - i. *Appointment*
  - ii. *Supplementary Declaration*
  - iii. *Amendments*
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- VI. *Resolutions*
- VII. *Rules & Regulations*
- VIII. *Architectural Guidelines*
- IX. *Budget*
- X. *Insurance Information*

# 100'S FNCL STATEMENTS - GRF SPRINGS WEST OWNERS ASSC

Balance sheet  
April 30, 2003

## Assets

<b>CURRENT ASSETS</b>	
102-1010.0000	CASH-OPERATING/SOUTH
102-1102.0000	CASH-OP RESERVE/SOUTH
102-1103.0000	CASH-REP RESERVE/SOUTH
TOTAL CURRENT ASSETS	\$ 17,548.09
<b>LONG TERM ASSETS</b>	
TOTAL ASSETS	\$ 17,548.09

## Liabilities and Equity

<b>CURRENT LIABILITIES</b>	
102-2302.0000	DUE TO JAMESTOWN, LLC
TOTAL CURRENT LIABILITIES	\$ (22,513.61)
<b>LONG TERM LIABILITIES</b>	
TOTAL LIABILITIES	\$ (22,513.61)
<b>CAPITAL &amp; EQUITY</b>	
102-3200.0000	ACCUM OPERATING RESERVE
102-3300.0000	ACCUM REPLACEMENT RESERVE
102-3498.0000	RETAINED EARNINGS
	CURRENT EARNINGS
TOTAL EQUITY	\$ 4,965.52
TOTAL LIABILITIES & EQUITY	\$ (17,548.09)

Note: In addition to the amount due to Jamestown LLC, the Association owes \$12,500 to Williamsburg National Golf Club for previous landscape maintenance as of the 20<sup>th</sup> day of May 2003.

*Certificate of Annual Report*

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA

3600 West Broad Street, Richmond, VA 23230  
Telephone: 1 (804) 367-8500

EXPIRES ON  
03-31-2004

NUMBER  
0250 004167

REAL ESTATE BOARD  
COMMON INTEREST COMMUNITY ASSOCIATION  
CERTIFICATION OF ANNUAL REPORT

GREENSPRINGS WEST OWNERS ASSOCIATION, INC.  
BERNIE GRABLOWSKY  
C/O UNITED PROPERTY ASSOCIATES  
4455 SOUTH BOULEVARD

VIRGINIA BEACH VA 23452



*Louise F. Ware*

Louise F. Ware, Director

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

COMMONWEALTH OF VIRGINIA

REAL ESTATE BOARD  
COMMON INTEREST COMMUNITY ASSOCIATION

NUMBER: 0250 004167 EXPIRES: 03-31-2004

GREENSPRINGS WEST OWNERS ASSOCIATION, INC.  
BERNIE GRABLOWSKY  
C/O UNITED PROPERTY ASSOCIATES  
4455 SOUTH BOULEVARD



DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
3600 West Broad Street, Richmond, Virginia 23230

RECEIVED MAR 19 2003

ALTERATION OF THIS DOCUMENT, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA

*Articles of Incorporation*

**STATE CORPORATION COMMISSION**

*Richmond, January 6, 2000*

*This is to Certify that the certificate of incorporation of*

**Greensprings West Owners' Association, Inc.**

*was this day issued and admitted to record in this office and that  
the said corporation is authorized to transact its business subject  
to all Virginia laws applicable to the corporation and its business.  
Effective date: January 6, 2000*



*State Corporation Commission*

*Attest:*

*Joel H. Beck*

*Clerk of the Commission*

ARTICLES OF INCORPORATION  
OF  
GREENSPRINGS WEST OWNERS' ASSOCIATION, INC.

In compliance with the requirements of Chapter 10 of Title 13.1 of the Code of Virginia of 1950, as amended, the undersigned this day, for the purpose of forming a non-stock, non-profit corporation, does hereby certify:

ARTICLE I  
Name

The name of the corporation is Greensprings West Owners' Association, Inc., hereinafter called the "Association."

ARTICLE II  
Purpose and Powers of the Association

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 maintenance, preservation and architectural control of the residents' lots and Common Areas within that certain tract of property described on Exhibit "A" attached hereto and made a part hereof, located in James City County, Virginia, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(1) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court for James City County, Virginia, and as the same may be amended from time to time as therein provided, the Declaration being, by this reference, incorporated herein as if set forth at length;

(2) Enforce the covenants, restrictions, easements, charges and liens provided for in the Declaration to be enforced by the Association;

(3) Fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration and By-laws of the Association; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all insurance premiums, licenses, taxes or governmental charges levied or imposed against the Association;



(4) Acquire (by gift, purchase or otherwise), 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;

(5) Borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(6) Have and exercise any and all powers, rights and privileges which a corporation organized under the aforesaid statutes of the Commonwealth of Virginia by law may now or hereafter have or exercise.

### ARTICLE III Membership

(1) The Association shall be organized without capital stock.

(2) Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to covenants of record and to assessment by the Association shall automatically become a member of the Association (hereinafter referred to as "Member" or "Members") and such membership shall terminate automatically upon the Member being divested of title to such Lot, regardless of the means by which such ownership may be divested. Upon the recordation of the Declaration in the Clerk's Office aforesaid and upon the incorporation of this Association all of the Lots will be owned by the Declarant, and the Declarant therefore at that time or times, shall constitute the only Member. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

(3) No Member shall have the power to convey, assign, mortgage, hypothecate, or transfer in any manner, except as an appurtenance to such Member's Lot, any part of, or any interest in, the Association or the property or other funds and assets of the Association.

(4) The Association shall have one class of Members. The voting by the Members of the Association shall be on the basis of one vote for each Lot. The vote allocated to each Lot shall not be divisible.

### ARTICLE IV Board of Directors

The affairs of this Association shall be managed by a board of directors, who need not be members of the Association. The number of directors shall be fixed by, and may be changed by amendment of, the By-Laws.

**ARTICLE V**  
**Mergers and Consolidations**

Subject to the provisions of the Subdivision Declaration and to the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of more than two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**ARTICLE VI**  
**Registered Agent**

The post office address of the initial registered office is Williams, Mullen, Clark & Dobbins, P.C., One Columbus Center, Suite 900, Virginia Beach, Virginia 23462. The name of the city in which the initial registered office is located is Virginia Beach. The name of the initial registered agent is Joseph H. Latchum, Jr., who is a resident of Virginia and an attorney and a member of the State Bar, and whose business address is the same as the initial registered office of the Association.

**ARTICLE VII**  
**Initial Directors**

The number of directors constituting the initial board of directors shall be two (2), and the names and addresses of the persons who shall serve as initial directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
C. Lewis Waltrip II	P. O. Box 3011 Williamsburg, VA 23187
Elizabeth J. Pruitt	739 Thimble Shoals Boulevard Suite 105 Newport News, VA 23606

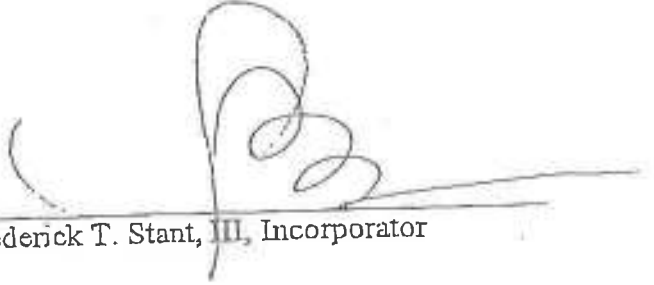
**ARTICLE VIII**  
**Duration**

The Association shall exist perpetually.

ARTICLE IX  
Amendment

Amendment of these Articles may be made in the manner prescribed by the applicable statutes of the Commonwealth of Virginia.

Dated this 5<sup>th</sup> day of January, 2000.



Frederick T. Stant, III, Incorporator

art org-gsw

### Exhibit 'A' – Legal Description

All those certain lots, pieces or parcels of land, with all easements, rights and improvements and appurtenances belonging thereto, located in the Berkeley District of the County of James City, Virginia, containing 480.17 acres, more or less, known as Parcel S-1A, Parcel S-1B, Parcel W-1 and Parcel W-2, all as shown on that certain plat entitled, "PLAT OF PROPERTY TO BE CONVEYED BY GREENSPRINGS PLANTATION, INC. TO JAMESTOWN, L.L.C.," dated March 10, 1999, made by Langley and McDonald, P.C., Engineers-Surveyors-Planners-Landscape Architects-Environmental Consultants, and recorded in the Clerk's Office of the Circuit Court of James City County and the City of Williamsburg, Virginia (the "Clerk's Office"), in Plat Book 72 at pages 31 through 37.

It being the same property conveyed to the Grantor herein by deed dated March 15, 1999 from Greensprings Plantation, Inc., a Virginia corporation and recorded in the Clerk's Office aforesaid as Instrument No.: 990005466.

# *Bylaws*

**EXHIBIT "D"**

**BY-LAWS  
OF  
GREENSPRINGS WEST OWNERS' ASSOCIATION, INC.**

**BY-LAWS**  
**OF**  
**GREENSPRINGS WEST OWNERS' ASSOCIATION, INC.**

**Article I Name, Principal Office, and Definitions**

1.1. Name.

The name of the corporation is Greensprings West Owners' Association, Inc. ("Association").

1.2. Principal Office.

The Association's principal office shall be located in James City County, Virginia. The Association may have such other offices, either within or outside the state of Virginia, as the Board of Directors may determine or as the Association's affairs require.

1.3. Definitions.

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Greensprings West filed in the Office of the Clerk of the Circuit Court of James City County, Virginia, as it may be amended ("Declaration"), unless the context indicates otherwise.

**Article II Association: Membership, Meetings, Quorum, Voting, Proxies**

2.1. Membership.

The Association shall have one class of membership as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated by this reference.

2.2. Place of Meetings.

Association meetings shall be held at the Association's principal office or at such other suitable place convenient to the Members as the Board may designate.

2.3. Annual Meetings.

The first Association meeting, whether a regular or special meeting, shall be held not later than one year after the first sale of a Unit within Greensprings West to an Owner other than a builder or developer purchasing primarily for development or resale in the ordinary course of

such Person's business. Meetings shall be of the Members. Subsequent regular annual meetings shall be held each year at a time set by the Board.

#### 2.4. Special Meetings.

The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board or upon a petition signed by at least 25% of the Members (the consent of the Declarant shall not be required). The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

#### 2.5. Notice of Meetings.

It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of each Unit (as shown in the records of the Association) a notice of each annual or special meeting of the Association stating the time and place where it is to be held and in the notice of a special meeting, the purpose thereof. If an Owner wishes notice to be given at an address other than the Unit, the Owner shall designate by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices for annual meetings shall be served at least 14 days in advance of the annual meeting. Notices for special meetings shall be served at least seven days in advance of the special meeting.

If mailed, the notice of a meeting shall be deemed to be delivered upon the earliest of: (a) the date received; (b) five days after its deposit in the United States mail, as evidenced by its postmark, if mailed with first class postage affixed; (c) the date shown on the return receipt, if mailed by registered or certified mail, return receipt requested, and signed by or on behalf of the addressee or (d) thirty days after its deposit in the United States mail, as evidenced by the postmark, if mailed with other than first class, registered, or certified postage affixed.

#### 2.6. Waiver of Notice.

Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

#### 2.7. Adjournment of Meetings.

If any meetings of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five nor more than 30 days from the time the original



meeting was called. At 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.

2.8. Voting.

The Declaration shall set forth the Members' voting rights; such voting rights provisions are specifically incorporated by this reference.

2.9. Proxies.

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of such member's Unit, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of 11 months from the date of the proxy.

2.10. Majority.

As used in these By-Laws, the term "majority" shall mean those votes, Members, or other group as the context may indicate totaling more than 50% of the total eligible number.

2.11. Quorum.

The presence, in person or by proxy, of 25% of the total eligible Association vote shall constitute a quorum at all meetings of the Association. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.12. Conduct of Meetings.

The President shall preside over all Association meetings, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.13. Action Without a Meeting.

Any action to be taken at a meeting of the Members, or which may be taken at a meeting of the Members, may be taken without a meeting if one or more written consents setting forth the action so taken shall be signed by members holding the voting power required to pass such action. Action taken without a meeting shall be effective on the date that the last consent is executed, and consented to by the Declarant, if required, unless a later effective date is specified

therein. Each signed consent shall be delivered to the Association and shall be included in the minutes of meetings of Members filed in the permanent records of the Association.

### **Article III Board of Directors: Number, Powers, Meetings**

#### **A. Composition and Selection.**

##### **3.1. Governing Body; Composition.**

A board of directors, each of whom shall have one equal vote, shall govern the Association's affairs. Except with respect to directors Declarant appoints during the Declarant Control Period, the directors shall be Members or residents; provided, no Owner and resident representing the same Unit may serve on the Board at the same time. Directors Declarant appoints need not be Members or residents. A "resident" shall be any natural person 18 years of age or older whose principal residence is a Unit within Greensprings West. In the case of a Member which is not a natural person, any officer, director, partner, member or manager of a limited liability company, or trust officer of such Member shall be eligible to serve as a director unless a written notice to the Association signed by such Member specifies otherwise; provided, no Member may have more than one such representative on the Board at a time, except in the case of directors Declarant appoints.

##### **3.2. Number of Directors.**

The Board shall consist of three to seven directors, as provided in Sections 3.4 below. The initial Board shall consist of the three directors identified in the Articles of Incorporation.

##### **3.4. Nomination and Election Procedures.**

(a) Nomination of Directors. Except with respect to directors Declarant appoints during the Declarant Control Period, nominations for election to the Board shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a Board member, and three or more Members or representatives of Members. The Board shall appoint the Nominating Committee not less than 30 days prior to each election to serve a term of one year or until their successors are appointed, and such appointment shall be announced at each such election. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled as provided in Section 3.5 below. Nominations shall also be permitted from the floor. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

(b) Election Procedures. Each Owner may cast the entire vote assigned to his Unit for each position to be filled. There shall be no cumulative voting. That number of candidates

equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

#### 3.4. Election and Term of Office.

Owner-elected directors shall be elected and hold office as follows:

(a) After the Declarant's right to appoint directors and officers terminates, the Association shall call a special meeting to be held at which Members shall elect three directors.

(b) Thereafter, directors shall be elected at the Association's annual meeting. All eligible members of the Association shall vote on all directors to be elected, and the candidate(s) receiving the most votes shall be elected.

At the special meeting in which the Owners initially elect directors, two directors shall be elected to two-year terms and one director shall be elected to a one-year term. At the expiration of the initial term of office of each respective Owner-elected director, a successor shall be elected to serve for a term of two years. The directors shall hold office until their respective successors shall have been elected by the Association.

#### 3.5. Removal of Directors and Vacancies.

At any regular or special meeting of the Association duly called, any one or more of the directors may be removed, with or without cause, by a vote of a majority 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 by the Members shall be given at least ten days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any director who has three consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than 30 days may be removed by a majority vote of the remaining directors at a meeting.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term.

This Section shall not apply to directors Declarant appoints. Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director it has appointed.

## B. Meetings.

### 3.6. Organizational Meetings.

The Board shall hold an organizational meeting within 10 days following each annual Association meeting at such time and place the Board shall fix.

### 3.7. Regular Meetings.

The Board may hold regular meetings at such time and place a majority of the directors shall determine, but the Board shall hold at least four such meetings during each fiscal year with at least one per quarter. The Board shall give notice of the time and place of a regular meeting to directors not less than six days prior to the meeting; provided, the Board need not give notice of a meeting to any director who has signed a waiver of notice or a written consent to holding the meeting. Notice of the time, date, and place of each regular meeting shall be provided to any Member who requests such information pursuant to § 55-510 of the Virginia Property Owners' Association Act.

### 3.8. Special Meetings.

The Board may hold special meetings when called by written notice signed by the President, the Vice President, or any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) facsimile, electronic mail, or other electronic communication device, with confirmation of transmission. All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the Association's records. Notices sent by first class mail shall be deposited into a United States mailbox at least six business days before the time set for the meeting. Notices given by personal delivery, telephone, or electronic communication shall be delivered or communicated at least 72 hours before the time set for the meeting. Notices of such meetings shall also be delivered to the Members contemporaneously with the directors' notices.

### 3.9. Waiver of Notice.

The transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

### 3.10. Telephonic Participation in Meetings.

Members of the Board or any committee the Board designates may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence at such meeting.

### 3.11. Quorum of Board of Directors.

At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless the By-Laws or the Declaration specifically provide otherwise. A meeting at which a quorum is present initially may continue to transact business, notwithstanding the withdrawal of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than 5 nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, the Board may transact without further notice any business which it might have transacted at the original meeting.

### 3.12. Compensation.

Directors shall not receive any compensation from the Association for acting as such. The Association may reimburse any director for expenses incurred on the Association's behalf. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies he or she furnishes to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director makes his or her interest known to the Board prior to entering into such contract and a majority of the Board, excluding the interested director, approves such contract.

### 3.13. Conduct of Meetings.

The President shall preside over all Board meetings, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

### 3.14. Open Meetings.

Subject to the provisions of Section 3.15, all Board meetings shall be open to all Members, but attendees other than directors may not participate in any discussion or deliberation unless a director requests permission for that person speak. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude persons other than directors. Only the following matters are open for discussion in executive session:

- (a) matters pertaining to Association employees or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the Association;
- (b) consultation with legal counsel regarding disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
- (c) investigative proceedings concerning possible or actual criminal conduct;
- (d) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure; and
- (e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.

### 3.15. Action Without a Formal Meeting.

Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

## C. Powers and Duties.

### 3.16. Powers.

The Board shall have all of the powers and duties necessary for managing the Association's affairs and for performing all responsibilities and exercising all of the Association's rights as set forth in the Governing Documents as provided by law. The Board may do or cause to be done all acts and things as are not by the Governing Documents or Virginia law directed to be done and exercised exclusively by the Members or the membership generally.

### 3.17. Duties.

The Board's duties shall include, without limitation:

- (a) causing to be prepared and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses and any Neighborhood Expenses;
- (b) levying and collecting such assessments from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility and entering into agreements with adjacent property owners to allocate

maintenance responsibilities and costs of certain public rights-of-way and other property within or adjacent to Greensprings West;

(d) designating, hiring, and dismissing the personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) depositing all funds received on the Association's behalf in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' business judgment, in depositories other than banks;

(f) making and amending Rules and Regulations in accordance with the Declaration;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents;

(i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned in the manner provided in Section 8.5 of the Declaration;

(j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) paying the cost of all services rendered to the Association;

(l) keeping books with detailed accounts of the receipts and expenditures of the Association;

(m) making available to any prospective purchaser of a Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Section 6.4;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of Greensprings West;

(o) indemnifying an Association director, officer, or committee member, or former Association director, officer, or committee member to the extent such indemnity is required by Virginia law, the Articles of Incorporation or the Declaration; and

(p) assisting in the resolution of disputes between Owners and others without litigation, as set forth in the Declaration.

### 3.18. Right of Declarant to Disapprove Actions.

During the Declarant Control Period, if Declarant's right to appoint and remove Association officers and directors has terminated in accordance with the Declaration, Declarant shall have a right to disapprove any action, policy, or program of the Association, the Board, and any committee which, in Declarant's sole judgment, would tend to impair rights of Declarant or Builders under the Declaration or these By-Laws, interfere with the development or construction of any portion of Greensprings West, or diminish the level of services the Association provides.

(a) The Association shall give Declarant written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, which notice complies as to the Board meetings with Sections 3.7, 3.8, 3.9, and 3.10 and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Association shall give Declarant the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein.

No action, policy, or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met.

Declarant, its representatives, or agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. Declarant, acting through any officer, director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of the Board, the Association, or any committee. Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

### 3.19. Management.

The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's



assigned duties, but shall not delegate policy-making authority. Declarant or an affiliate of Declarant may be employed as managing agent or manager.

The Board may delegate to one of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

### 3.20. Accounts and Reports

The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- (a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- (b) accounting and controls should conform to generally accepted accounting principles;
- (c) the Association's cash accounts shall not be commingled with any other accounts;
- (d) the managing agent shall accept no remuneration from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;
- (e) the managing agent shall disclose to the Board promptly any financial or other interest which the managing agent may have in any firm providing goods or services to the Association;
- (f) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant; provided, upon written request of any holder, guarantor, or insurer of any first Mortgage on a Unit, the Association shall provide an audited financial statement. During the Declarant Control Period, the annual report shall include certified financial statements.

### 3.21. Borrowing

The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain Member approval in the same manner provided in Section 9.3 of the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the

Association's budgeted gross expenses for that fiscal year. No Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of Members representing at least 80% of the total vote in the Association.

### 3.22. Right to Contract.

The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with residential or nonresidential owners' associations within and outside Greensprings West; however, any common management agreement shall require the Board's consent.

### 3.23. Enforcement.

In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose reasonable monetary fines, which shall constitute a lien upon the Unit of the violator, and to suspend an Owner's right to vote for violation of any duty imposed under the Governing Documents. In addition, the Board may suspend any services the Association provides to an Owner or the Owner's Unit if the Owner is more than 30 days delinquent in paying any assessment or other charges owed to the Association. In the event that any occupant, tenant, employee, guest, or invitee of a Unit violates the Governing Documents and a fine is imposed, the Association shall first assess the fine against the occupant; provided, if the occupant does not pay the fine within the time period the Board sets, the Owner shall pay the fine upon notice from the Association. The Board's failure to enforce any provision of the Governing Documents shall not be deemed a waiver of the Board's right to do so thereafter.

(a) Notice. Prior to imposition of certain sanctions requiring notice under the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 10 days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided, the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b) Hearing. If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, towing vehicles that are in violation of parking rules) or, following compliance with the dispute resolution procedures set forth in Article XV of the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred. Any entry onto a Unit for purposes of exercising this power of self-help shall not be deemed as trespass.

### 3.24. Board Standards.

While conducting the Association's business affairs, the Board shall be protected by the business judgment rule. The business judgment rule protects a director appointed by Declarant from personal liability so long as the director: (a) serves in a manner the director believes to be in the best interests of the Association and the Members; or (b) serves in good faith. The business judgment rule protects a director not appointed by Declarant from liability for actions taken or omissions made in the performance of such director's duties, except for liability for wanton and willful acts or omissions.

In fulfilling its governance responsibilities, the Board's actions shall be governed and tested by the rule of reasonableness. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

The burden of proof in any challenge to an action or inaction by a director shall be on the party asserting liability.

The operational standards of the Board and any committee the Board appoints shall be the requirements set forth in the Governing Documents or the minimum standards which Declarant, the Board, and the Architectural Review Committee may establish. Such standard shall, in all cases, meet or exceed the standards set by Declarant and the Board during the Declarant Control Period. Operational standards may evolve as the needs and demands of the community within Greensprings West change.

### 3.25. Board Training Seminar.

Each director is encouraged to complete a board training seminar within such director's first six months of directorship. Such seminar shall educate the directors about their responsibilities and duties. The seminar may be in live, video or audio tape, or other format.

## Article IV Officers

### 4.1. Officers.

The Association's officers shall be a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among the Board members; other officers may, but need not be Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. The same person may hold any two or more offices, except the offices of President and Secretary.

### 4.2. Election and Term of Office.

The Board shall elect the officers of the Association at the first Board meeting following each annual meeting of the Members, to serve until their successors are elected.

### 4.3. Removal and Vacancies.

The Board may remove any officer whenever in its judgment the Association's best interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

### 4.4. Powers and Duties.

The Association's officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Association's chief executive officer. The Secretary shall prepare, execute, certify, and Record amendments to the Declaration as provided in Section 18.2 of the Declaration. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

### 4.5. Resignation.

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### 4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All agreements, contracts, deeds, leases, checks, and other Association instruments shall be executed by at least two officers or by such other person or persons as a Board resolution may designate.

4.7. Compensation.

Officers' compensation shall be subject to the same limitations as directors' compensation under Section 3.12.

**Article V Committees**

5.1. General.

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2. Neighborhood Committee.

In addition to any other committees appointed as provided above, each Neighborhood may elect a Neighborhood committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A Neighborhood committee may advise the Board on any other issue but shall not have the authority to bind the Board. Such Neighborhood committees, if elected, shall consist of three to five Members, as determined by the vote of at least 51% of the Owners of Units within the Neighborhood.

Neighborhood committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board from a Neighborhood shall be an ex officio member of the Neighborhood committee.

In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the notice and quorum requirements applicable to the Board under Sections 3.8, 3.9, 3.10, and 3.11. Meetings of a Neighborhood committee shall be open to all Owners of Units in the Neighborhood and their representatives. Members of a Neighborhood committee may act by unanimous written consent in lieu of a meeting.

**Article VI Miscellaneous**

6.1. Fiscal Year.

The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2. Parliamentary Rules.

Except as may be modified by Board resolution, Robert's Rules of Order (the then current edition) shall govern the conduct of Association proceedings when not in conflict with Virginia law or the Governing Documents.

6.3. Conflicts.

If there are conflicts between the provisions of Virginia law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Virginia law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

6.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Unit, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Declaration, By-Laws, and Articles of Incorporation, including any amendments, any Supplemental Declarations, the rules of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the Association's office or at such other place within Greensprings West as the Board shall designate.

(b) Rules for Inspection. The Board shall establish rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties the Association owns or controls. The director's right of inspection includes the right to make a copy of relevant documents at the Association's expense.

6.5. Notices.

Except the Declaration or these By-Laws otherwise provide, all notices, demands, bills, statements, or other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.6. Amendment.

(a) By Declarant. During the Declarant Control Period, Declarant unilaterally may amend these By-Laws. Thereafter, Declarant or the Board unilaterally may amend these By-Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; or (iii) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Units; provided, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing.

(b) By Members Generally. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing 51% of the total vote in the Association, and the consent of Declarant, during the Declarant Control Period. In addition, the approval requirements set forth in Article XVI of the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon Recordation, unless the amendment specifies a later effective date. Any procedural challenge to an amendment must be made within one year of its Recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws. The Secretary shall prepare, execute, certify, and Record amendments to these By-Laws.

No amendment may remove, revoke, or modify any of Declarant's rights or privileges without its written consent during the Declarant Control Period.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Greensprings West Owners' Association, Inc., a Virginia corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 3 day of April, 2000.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 3 day of April, 2000.

  
Secretary [SEAL]

**VIRGINIA: City of Williamsburg and County of**

**James City, to-wit:**

This Restractions was  
presented with certificate annexed and admitted  
to record on May 16, 2000,  
at 3:50 AM/PM in the Clerk's Office of the  
Circuit Court of the City of Williamsburg and County  
of James City.

**TESTE: BETSY B. WOOLRIDGE, CLERK**

BY: Laura R. Marts Deputy Clerk

**A COPY TESTE:**

**BETSY B. WOOLRIDGE, CLERK**  
**City of Williamsburg and County**  
**of James City, VA**

BY: Laura R. Marts Deputy Clerk



# *Declaration*

# *Appointment*

## **EXHIBIT "A"**

### **Land Initially Submitted**

#### **PARCEL I:**

ALL THOSE certain lots, pieces or parcels of land situate, lying and being in the County of James City, Virginia, known and designated as all the Lots as shown on that certain plat entitled, "PLAT OF SUBDIVISION, GREENSPRINGS WEST, PHASE I, BEING THE PROPERTY OF: JAMESTOWN L.L.C., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", made by AES Consulting Engineers, dated July 30, 1999, and duly recorded in the Clerk's Office of the Circuit Court for the County of James City, Virginia in Plat Book 76, Pages 16-19, to which reference is here made.

#### **PARCEL II:**

All those certain lots, pieces or parcels of land situate, lying and being in the County of James City, Virginia, known and designated as all Lots, as shown on that certain plat entitled, "PLAT OF SUBDIVISION, GREENSPRINGS WEST, PHASE II, BEING THE PROPERTY OF JAMESTOWN, L.L.C., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", made by AES Consulting Engineers, dated December 10, 1999, and duly recorded in the Clerk's Office of the Circuit Court for the County of James City, Virginia in Plat Book 76, Pages 20-25, to which reference is here made.

## **EXHIBIT "B"**

### **Land Subject to Annexation**

ALL THOSE certain lots, pieces and parcels of land, with all easements, rights and improvements and appurtenances belonging thereto, located in the Berkeley District, of the County of James City, Virginia, containing 480.17 acres, more or less, known as Parcel S-1A, Parcel S-1B, Parcel W-1 and Parcel W-2, all as shown on that certain plat entitled "PLAT OF PROPERTY TO BE CONVEYED BY GREENSPRINGS PLANTATION, INC. TO JAMESTOWN, L.L.C.," dated March 10, 1999, made by Langley and McDonald, P.C., Engineers-Surveyors-Planners-Landscape Architects-Environmental Consultants, and recorded in the Clerk's Office of the Circuit Court of James City County and the City of Williamsburg, Virginia (the "Clerk's Office"), as Instrument Number 990005466.

and

ALL THOSE certain lots, pieces and parcels of land, with all easements, rights, improvements and appurtenances belonging thereto, located in the Berkeley District of the County of James City, Virginia, known as Golf Holes 1B, 2B, 3B, 4B, 5B, 6B, and 9B, as shown on the current Master Plan for Greensprings Proffer Agreement dated as of July 6, 1998, recorded in the Clerk's Office as Instrument No. 980013306, at Page 77 (the "Proffer Agreement").

LESS SAVE AND EXCEPT all those lots shown on plats described in Parcel I and Parcel II on Exhibit "A" attached hereto and made a part hereof.

010 020391

Prepared By: Jones, Blechman, Woltz & Kelly, P.C.  
600 Thimble Shoals Blvd.  
Newport News, VA 23606

GPIN No: \_\_\_\_\_

### APPOINTMENT OF SUCCESSOR DECLARANT

THIS APPOINTMENT OF SUCCESSOR DECLARANT made as of this 23<sup>rd</sup> day of April, 2001, by and between JAMESTOWN, L.L.C. ("Declarant"), GRANTOR, and C. RICHARD DOBSON BUILDERS, INC. ("Successor Declarant"), GRANTEE, recites as follows:

WHEREAS, the Declarant heretofore executed and recorded a "Declaration of Covenants, Conditions and Restrictions of Greensprings West" dated April 3, 2000, as well as copies of bylaws and exhibits thereto (the "Declaration"), in the Clerk's Office, Circuit Court for James City County, Virginia as Instrument #000009374, as amended in Deed Book 000018290; and

WHEREAS, pursuant to Article XI, Section 11.5 of the Declaration, the Declarant may appoint and designate a Successor Declarant; and

WHEREAS, the Declarant has conveyed certain property to Successor Declarant and pursuant to the Declaration, desires to appoint Successor Declarant as Successor Declarant for the portion of the property conveyed as described on Exhibit A attached hereto.

NOW, THEREFORE, in accordance with Article XI, Section 1.5 of the Declaration, the Declarant does hereby appoint C. Richard Dobson Builders, Inc. as Successor Declarant for that portion of the property described on Exhibit A, with all the rights and obligations as contained in the Declaration. Notwithstanding the foregoing, the Declarant hereby reserves to itself and its successors and assigns, all rights of expansion under Article X of the Declaration and all rights,

1 of 4

NOV-6-02 97


the Successor Declarant, under Article XI and Article XII reserved to the Declarant. Notwithstanding the foregoing assignment, the parties agree that the Successor Declarant shall only have responsibility for those duties and obligations directly related to the property described on Exhibit A and shall not be obligated for duties and obligations related to the remainder of the Property retained by the Declarant, including without limitation, the construction and maintenance of streets which are not located on the property described on Exhibit A, but which may serve the property described on Exhibit A. The Declarant does hereby indemnify and save the Successor Declarant harmless from all duties and obligations under the Declaration arising prior to the date hereof for those duties and obligations directly related to the property described on Exhibit A and for all duties and obligations under the Declaration, except for the those duties and obligations directly related to the property described on Exhibit A. The Successor Declarant does hereby indemnify and save the Declarant harmless from all duties and obligations under the Declaration arising after the date hereof for those duties and obligations directly related to the property described on Exhibit A. The Successor Declarant acknowledges its appointment by its execution hereto.

WITNESS the following signatures and seals:

JAMESTOWN, L.L.C

By   
Its: \_\_\_\_\_

C. RICHARD DOBSON BUILDERS, INC.

By   
Its: Vice President & Division Manager

STATE OF VIRGINIA

CITY/COUNTY OF Newport News, to-wit:

The foregoing instrument was acknowledged before me this 3 day of November, 2001 by C Lewis Welton II, the Manager of Jamestown, L.L.C.

My commission expires: 4/31/02

  
\_\_\_\_\_  
Notary Public

STATE OF VIRGINIA

CITY/COUNTY OF Newport News, to-wit:

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of October, 2001 by Ernest J. Pratt, the Vice President & General Manager of C. Richard Dobson Builders, Inc.

My commission expires: 3/31/2005

  
\_\_\_\_\_  
Notary Public

201333

NOV-6 0299

## EXHIBIT A

### PARCEL I

All those certain lots, pieces or parcels of land situate, lying and being in the County of James City, Virginia, as shown on that certain plat entitled, "PLAT OF SUBDIVISION, GREENSPRINGS WEST, PHASE I, BEING THE PROPERTY OF: JAMESTOWN, L.L.C., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", made by AES Consulting Engineers, dated July 30, 1999, and duly recorded in the Clerk's Office of the Circuit Court for the County of James City, Virginia in Plat Book 76, pages 16-19, to which reference is here made.

### PARCEL II

All those certain lots, pieces or parcels of land situate, lying and being in the County of James City, Virginia, as shown on that certain plat entitled, "PLAT OF SUBDIVISION, GREENSPRINGS WEST, PHASE II, BEING THE PROPERTY OF: JAMESTOWN, L.L.C., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", made by AES Consulting Engineers, dated December 10, 1999, and duly recorded in the Clerk's Office of the Circuit Court of the County of James City, Virginia in Plat Book 76, pages 20-25, to which reference is here made.

### PARCEL III

All those certain lots, pieces or parcels of land situate, lying and being in the County of James City, Virginia, as shown on that certain plat entitled, "PLAT OF SUBDIVISION AND BOUNDARY LINE ADJUSTMENT, GREENSPRINGS WEST, PHASE III, LOTS 118-126, 136-159 AND 180-201, BEING THE PROPERTY OF JAMESTOWN, L.L.C., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", made by AES Consulting Engineers, dated September 8, 2000 and duly recorded in the Clerk's Office of the Circuit Court of the County of James City, Virginia in Plat Book 80, pages 67-70, to which reference is here made.

Witnessed by the City of Williamsburg and County of James City, to Wit:  
in the Clerk's Office at the Circuit Court for the City of  
Williamsburg and County of James City the \_\_\_\_\_ day of \_\_\_\_\_, 2001, this \_\_\_\_\_  
was presented with the certificate annexed and admitted  
to record at \_\_\_\_\_ o'clock.  
Teste: \_\_\_\_\_  
By \_\_\_\_\_ Clerk

*Successor* *de* *No* *2001* *this 2001* *3*

*3:19 PM*

NOV-6 2003 0300



Prepared by: Jones, Blechman, Woltz & Kelly, P.C.

GPIN NO. \_\_\_\_\_

**RESIGNATION OF SUCCESSOR DECLARANT**

THIS RESIGNATION OF SUCCESSOR DECLARANT made as of this 26<sup>th</sup> day of March, 2002, by C. RICHARD DOBSON BUILDERS, INC. ("Dobson").


WHEREAS, by Appointment of Successor Declarant dated April 23, 2001, Dobson was appointed as Successor Declarant under the Declaration of Covenants, Conditions and Restrictions of Greensprings West dated April 3, 2000 (the "Declaration"); and

WHEREAS, Dobson has sold all of its Lots in Greensprings West Subdivision.

NOW, THEREFORE, C. Richard Dobson Builders, Inc. does hereby resign as Successor Declarant under the Declaration.

WITNESS the following duly authorized signature:

C. RICHARD DOBSON BUILDERS, INC.

By  \_\_\_\_\_

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

Subscribed, sworn and acknowledged before me this 26<sup>th</sup> day of March, 2002 by Elizabeth J. Pruitt, Dobson's President, C. Richard Dobson Builders, Inc.

My commission expires: 3/31/2005

  
\_\_\_\_\_  
Notary Public

## RESIGNATION

The undersigned hereby resign as officers and directors of Greensprings West Homeowners Association effective as of March 26, 2002.



---

Elizabeth J. Pruitt

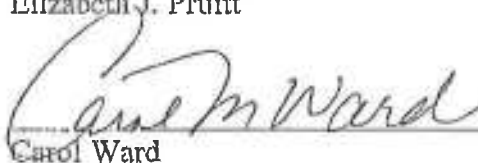
---

Carol Ward

RESIGNATION

The undersigned hereby resign as officers and directors of Greensprings West Homeowners Association effective as of March 24, 2002.

Elizabeth J. Pruitt

A handwritten signature in cursive script, appearing to read "Carol Ward", written over a horizontal line.

Carol Ward

257391

## RESIGNATION


The undersigned hereby resign as officers and directors of Greensprings West Homeowners Association effective as of March 26, 2002.

---

Elizabeth J. Pruitt

---

Carol Ward



---

Svein J. Lassen

257391

Prepared By: Jones, Blechman, Woltz & Kelly, P.C.  
600 Thimble Shoals Blvd.  
Newport News, VA 23606  
GPIN No: See attached list

#### APPOINTMENT OF SUCCESSOR DECLARANT

THIS APPOINTMENT OF SUCCESSOR DECLARANT made as of this 23rd day of April, 2002, by and between C. RICHARD DOBSON BUILDERS, INC. ("Dobson"), GRANTOR and JAMESTOWN, L.L.C. ("Declarant"), GRANTEE recites as follows:

WHEREAS, the Declarant heretofore executed and recorded a "Declaration of Covenants, Conditions and Restrictions of Greensprings West" dated April 3, 2000, as well as copies of bylaws and exhibits thereto (the "Declaration"), in the Clerk's Office, Circuit Court for James City County, Virginia as Instrument #000009374, as amended in Deed Book 000018290; and

WHEREAS, Declarant designated Dobson as Successor Declarant, for portions of Greensprings West as described on Exhibit A attached hereto, by Appointment dated April 23, 2001 and recorded in the aforesaid Clerk's office as Instrument # 010020391; and

WHEREAS, pursuant to Article XI, Section 11.5 of the Declaration, the Dobson may appoint and designate a successor; and

WHEREAS, Dobson has conveyed all of the lots it owned which are subject to the Declaration to Declarant and pursuant to the Declaration, desires to appoint Declarant as the Successor Declarant for the portion of the property for which C. Richard Dobson Builders, Inc. has heretofore served as Successor Declarant as described on Exhibit A.

NOW, THEREFORE, in accordance with Article XI, Section 1.5 of the Declaration, C. Richard Dobson Builders, Inc. does hereby resign as Successor Declarant and appoint Jamestown, L.L.C. to act as Successor Declarant for the portions of Greensprings West described on Exhibit A, with all the rights and obligations as contained in the Declaration. Dobson does hereby indemnify and save the Declarant harmless from claims relating to the duties and obligations under the Declaration arising prior to the date hereof directly related to the property described on Exhibit A, except for obligations of the Declarant to fund certain operating deficits. The Declarant does hereby indemnify and save Dobson harmless from claims relating to the duties and obligations under the Declaration arising after the date hereof directly related to the property described on Exhibit A. The Successor Declarant acknowledges its appointment by its execution hereto.

WITNESS the following signatures and seals:

C. RICHARD DOBSON BUILDERS, INC.

By   
Its: Division President

JAMESTOWN, L.L.C.

By:   
Its: President

STATE OF VIRGINIA  
CITY/COUNTY OF Newport News, to-wit:

The foregoing instrument was acknowledged before me this 30 day of April,  
2002 by C. Lewis Wolfgram, the President of  
Jamestown, L.L.C.

My commission expires: 1/31/05

  
\_\_\_\_\_  
Notary Public

STATE OF VIRGINIA  
CITY/COUNTY OF NEWPORT NEWS, to-wit:

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April,  
2002 by Elizabeth J. Pruitt, the Division President of C.  
Richard Dobson Builders, Inc.

My commission expires: 3/31/2005

  
\_\_\_\_\_  
Notary Public

259935

## EXHIBIT A

### PARCEL I

All those certain lots, pieces or parcels of land situate, lying and being in the County of James City, Virginia, as shown on that certain plat entitled, "PLAT OF SUBDIVISION, GREENSPRINGS WEST, PHASE I, BEING THE PROPERTY OF: JAMESTOWN, L.L.C., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", made by AES Consulting Engineers, dated July 30, 1999, and duly recorded in the Clerk's Office of the Circuit Court for the County of James City, Virginia in Plat Book 76, pages 16-19, to which reference is here made.

### PARCEL II

All those certain lots, pieces or parcels of land situate, lying and being in the County of James City, Virginia, as shown on that certain plat entitled, "PLAT OF SUBDIVISION, GREENSPRINGS WEST, PHASE II, BEING THE PROPERTY OF: JAMESTOWN, L.L.C., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", made by AES Consulting Engineers, dated December 10, 1999, and duly recorded in the Clerk's Office of the Circuit Court of the County of James City, Virginia in Plat Book 76, pages 20-25, to which reference is here made.

### PARCEL III

All those certain lots, pieces or parcels of land situate, lying and being in the County of James City, Virginia, as shown on that certain plat entitled, "PLAT OF SUBDIVISION AND BOUNDARY LINE ADJUSTMENT, GREENSPRINGS WEST, PHASE III, LOTS 118-126, 136-159 AND 180-201, BEING THE PROPERTY OF JAMESTOWN, L.L.C., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", made by AES Consulting Engineers, dated September 8, 2000 and duly recorded in the Clerk's Office of the Circuit Court of the County of James City, Virginia in Plat Book 80, pages 67-70, to which reference is here made.



## *Supplementary Declaration*

SUPPLEMENTARY DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
GREENSPRINGS WEST

THIS SUPPLEMENTARY DECLARATION, made as of the 23<sup>rd</sup> day of April, 2001, by JAMESTOWN, L.L.C., a Virginia limited liability company, hereinafter referred to as the "Declarant".

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions dated April 3, 2000 (the "Declaration") in the Clerk's Office of the Circuit Court for James City County, Virginia as Instrument #000009374, as amended by Instrument #000018290; and

WHEREAS, the Declaration provides for annexation of additional property by the Declarant in Article X of the Declaration.

NOW, THEREFORE, Declarant does hereby annex and add the following described property under the Declaration and does declare that all of the said property shall be held, sold and conveyed subject to the Declaration which shall run with the real property and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

See attached Exhibit A for legal description.

In all other respects, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant, has caused this Supplemental Declaration to be executed in its behalf as of the date and year first above written.

**EXHIBIT A**

All those certain lots or parcels of land situate, situate, lying and being in James City County, Virginia shown and designated as Lots 118-126, both inclusive, Lots 136-159, both inclusive, and Lots 180-201, both inclusive, as shown on that certain plat entitled, "PLAT OF SUBDIVISION AND BOUNDARY LINE ADJUSTMENT, GREENSPRINGS WEST, PHASE III, LOTS 118-126, 136-159 AND 180-201, BEING THE PROPERTY OF JAMESTOWN, L.L.C., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", made by AES Consulting Engineers, dated September 8, 2000, and duly recorded in the Clerk's Office of the Circuit Court for the County of James City, Virginia in Plat Book 80, pages 67-70, to which reference is here made.

245840

030 001073

*Prepared by:*

Williams Mullen  
Harbor Bank Center, Suite 210  
Newport News, Virginia 23602  
(757) 249-5100

SUPPLEMENTARY DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTONS  
OF  
GREENSPRINGS WEST

THIS SUPPLEMENTARY DECLARATION, made as of the 18<sup>th</sup> day of April, 2002, by JAMESTOWN, L.L.C., a Virginia limited liability company, hereinafter referred to as the "Declarant", whose address is 213 Ingram Road, Williamsburg, Virginia 23188.

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions dated April 3, 2000 (the "Declaration") in the Clerk's Office of the Circuit Court for James City County, Virginia as Instrument # 000009374, as amended by Instrument #000018290; and

WHEREAS, the Declaration provides for annexation of additional property by the Declarant in Article X of the Declaration.

NOW, THEREFORE, Declarant does hereby annex and add the following described property under the Declaration and does declare that all of the said property shall be held, sold and conveyed subject to the Declaration which shall run with the real property and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

JAN 10 2004 38

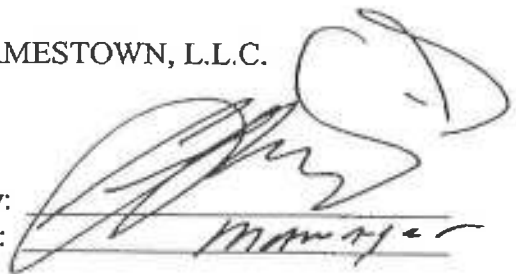
See attached Exhibit A for legal description.

In all other respects, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant, has caused this Supplemental Declaration to be executed in its behalf as of the date and year first above written.

JAMESTOWN, L.L.C.

By:  
Its:



Handwritten signature of the Manager of Jamestown, L.L.C.

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

Acknowledged before me this 29 day of December, 2002 by C. Lewis Waltrip,  
II the Manager of Jamestown, L.L.C.



Notary Public

My commission expires: 1/31/05

JAN 10 2004 39

EXHIBIT A

All those certain lots or parcels of land situate, situate, lying and being in James City County, Virginia shown and designated as Lots 160-179, as shown on that certain plat entitled, "PLAT OF SUBDIVISION, GREENSPRINGS WEST, PHASE IIIB, BEING THE PROPERTY OF JAMESTOWN, L.L.C., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", made by AES Consulting Engineers, dated January 21, 2002, and duly recorded in the Clerk's Office of the Circuit Court for the County of James City, Virginia as instrument number 020011081, to which reference is here made.

JAN 10 3 04 40

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 10 Jan 03  
at 11:57 AM/PM. The taxes imposed by Virginia Code  
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.  
STATE TAX LOCAL TAX ADDITIONAL TAX  
\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
TESTE: BETSY B. WOOLRIDGE, CLERK  
BY Betsy B. Woolridge Clerk

# *Amendments*

*Deeds*



113 85.556 (009)

00001440

Prepared By: Williams, Mullen, Clark & Dobbins, P.C.  
One Old Oyster Point Road, Suite 210  
Newport News, Virginia 23602

THIS DEED IS EXEMPT FROM RECORDATION TAXATION PURSUANT TO SECTION 58.1-811(D), CODE OF VIRGINIA, 1950, AS AMENDED.

THIS DEED OF GIFT, made this 20<sup>th</sup> day of January, 2000, from JAMESTOWN, L.L.C., a Virginia Limited Liability Company, party of the first part, GREENSPRINGS WEST OWNER'S ASSOCIATION, a Virginia corporation, party of the second part, whose address is One Old Oyster Point Road, Suite 210, Newport News, Virginia 23602.

**WITNESSETH:**

THAT FOR and in consideration of Ten Dollars (\$10.00) cash in hand paid from the party of the second part to the party of the first part, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the party of the first hereby grants and conveys unto the party of the second part, all that certain real property located in the County of James City, Virginia, and more particularly described on Exhibit 'A' attached and made a part hereof.

See Legal Description Attached Hereto as Exhibit 'A'

Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

WITNESS the following signatures and seals:

JAMESTOWN, L.L.C.

By:

C. Lewis Waltrip, II, Manager

GREENSPRINGS WEST OWNERS' ASSOCIATION, INC.

By:

C. Lewis Waltrip, II, President

JAN 21 2000 0307

COMMONWEALTH OF VIRGINIA

City/County of Newport News, to-wit:

I, Joseph H. Latchum, Jr., a Notary Public in and for the city/county and commonwealth aforesaid, do certify that C. Lewis Waltrip, II, Manager of Jamestown, L.L.C. a Virginia Limited Liability Company, whose name is signed to the foregoing Deed dated January 20, 2000, has acknowledged the same before me in my city/county and commonwealth aforesaid.

Given under my hand this 20 day of January, 2000.

My Commission Expires: 1-31-2002



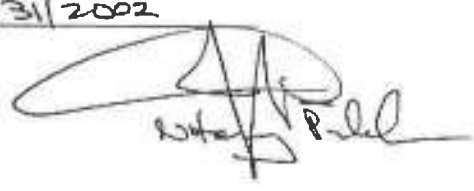
COMMONWEALTH OF VIRGINIA

City/County of Newport News, to-wit:

I, Joseph H. Latchum, Jr., a Notary Public in and for the city/county and commonwealth aforesaid, do certify that C. Lewis Waltrip, II, President of Greensprings West Owner's Association, Inc., a Virginia corporation, whose name is signed to the foregoing Deed dated January 20, 2000, has acknowledged the same before me in my city/county and commonwealth aforesaid.

Given under my hand this 20 day of January, 2000.

My Commission Expires: 1/31/2002



27774 001/Deed to Homeowner's Association

JAN 21 2003 0308

Jones, Blechman, Woltz & Kelly, P.C.

600 Thimble Shoals Boulevard  
Post Office Box 12888  
Newport News, Virginia 23612-2888

## EXHIBIT A

### PARCEL 1:

All those certain pieces or parcels of land lying and being in the County of James City, Virginia, known and designated as the Recreation Site, containing approximately 5.904 acres, more or less, the Natural Open Space #1 and Conservation Easement Area, containing approximately 4.334 acres, more or less, the Natural Open Space # 2 and Conservation Easement Area, containing 1.269 acres, more or less, the SWM/BMP Facility (Drainage Easement), Wet Pond # 1, containing 10.31 acres, more or less, all as shown on that certain plat entitled "PLAT OF SUBDIVISION GREENSPRINGS WEST, PHASE 1, BEING THE PROPERTY OF JAMESTOWN, L.L.C.," made by AES Consulting Engineers, dated July 30, 1999, which plat is recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City at Plat Book 17, pages 16-19.

### PARCEL 2:

All those certain pieces or parcels of land lying and being in the County of James City, Virginia, known and described as the Natural Open Space # 3 and Conservation Easement Area, containing 1.399 acres, more or less, the Natural Open Space # 4 and Conservation Easement Area, containing 4.035 acres, more or less, the Natural Open Space # 5 and Conservation Easement Area, containing 7.056 acres, more or less, the Natural Open Space # 6 and Conservation Easement Area, containing 1.568 acres, more or less, the Natural Open Space # 7 and Conservation Easement Area, containing 0.719 acres, more or less, all as shown on that certain plat entitled "PLAT OF SUBDIVISION GREENSPRINGS WEST, PHASE II, LOTS 108-117, BEING THE PROPERTY OF JAMESTOWN, L.L.C.," made by AES Consulting Engineers, dated December 10, 1999, which plat is recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City at Plat Book 76, page 20.

VIRGINIA: City of Williamsburg and County of James City, to-wit:

This Deed of Gift was presented with certificate annexed and admitted to record on January 31, 2000 at 2:51 AM/PM in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City.

TESTE: BETSY B. WOOLRIDGE, CLERK

BY: Betsy Woolridge Deputy Clerk

JAN 21 2003 0309

020030364

Prepared by and return to:

Williams Mullen  
One Old Oyster Point Road, Suite 210  
Newport News, Virginia 23602  
757.249.5100

TaxMap/GPm: 113 85556 (009)

### CORRECTION DEED OF GIFT

THIS CORRECTION DEED OF GIFT ("Deed"), Made this 21<sup>st</sup> day of November, 2002, by and between GREENSPRINGS WEST OWNER'S ASSOCIATION, a Virginia corporation ("Grantor"), and JAMESTOWN, L.L.C., a Virginia limited liability company ("Grantee"), whose address is Post Office Box 3011, Williamsburg, Virginia 23187.

### WITNESSES:

WHEREAS, by Deed of Gift dated January 20, 2000 from Jamestown, L.L.C. to Greensprings West Owner's Association and recorded as Instrument Number 000001440 , Jamestown, L.L.C. conveyed a number of parcels which inadvertently included a parcel by error that was not intended to be a part of the land conveyed, and accordingly the parties wish to correct said mistake by transferring and conveying the subject property to Jamestown, L.L.C.;

NOW, THEREFORE in consideration of the premises and mutual covenants, and without monetary consideration, Grantor grants and conveys, with GENERAL WARRANTY and English covenants of title, to Grantee, the following described property, to-wit:

All that certain piece or parcel of land situate, lying and being in the County of James City, Virginia known and designated as the SWM/BMP Facility (Drainage Easement), Wet Pond #1, containing 10.31 Acres, more or less all as shown on that certain plat entitled "PLAT OF SUBDIVISION GREENSPRINGS WEST, PHASE 1, BEING THE PROPERTY OF JAMESTOWN, L.L.C.," made by AES Consulting Engineers, dated Jul 30, 1999, which plat is recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City at Plat Book 17, Pages 16-19.

DEC 17 2002

# *Resolutions*

**GREENSPRINGS WEST OWNERS' ASSOCIATION, INC.**  
**ADMINISTRATIVE RESOLUTION**  
**RESOLUTION #1**  
**ACCOUNTING POLICY**

WHEREAS the Board of Directors shall have all of the powers and duties necessary for managing the Association's affairs and for performing all responsibilities and exercising all of the Association's rights as set forth in the Governing Documents as provided by law. The Board may do or cause to be done all acts and things as are not by the Governing Documents or Virginia law directed to be done and exercised exclusively by the Members or the membership generally pursuant to Article III, Section C 3.16 of the By-Laws of Greensprings West Owners' Association, Inc.

WHEREAS Article III, Section 20 of the By-Laws sets forth the standards of performance for accounts and reports which shall be followed unless the Board by resolution specifically determines otherwise; and

WHEREAS Article III, Section 20a of the By-Laws of the Association call for the accounts of the association to be maintained under an accrual method of accounting; and

WHEREAS the Board deems it to be in the best interests of the Association to adopt a cash method of accounting; and

WHEREAS this administrative resolution shall be in effect until the resolution is modified, altered, amended, repealed or revoked by a majority vote of the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the Associations management company shall establish and maintain the records and accounts of the Association on a cash method of accounting.

BE IT FURTHER RESOLVED that the Management company has provided monthly operating statements to the Board of Directors since inception and that the method of accounting used has been accepted and approved by the Board of Directors.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known address.

This resolution was adopted by the Board of Directors on 25 OCTOBER 2002 and shall be effective immediately. Approved and recorded in the Minutes of the meeting on 25 OCTOBER 2002

Greensprings West Owners Association, Inc.

✓ By: \_\_\_\_\_

Lewis Waltrip - President, Greensprings West Owners Association, Inc.

Certified By: \_\_\_\_\_

STATE OF VIRGINIA

CITY/COUNTY OF WILLIAMSBURG

The foregoing instrument was acknowledged before me this 25 day of OCTOBER, 2002, by Lewis Waltrip, President, Greensprings West Owners Association, Inc.

\_\_\_\_\_  
Notary Public

My commission expires 9/30/03

030011471

GREENSPRINGS WEST OWNERS' ASSOCIATION  
POLICY RESOLUTION  
RESOLUTION #2  
ENFORCEMENT PROCEDURE

WHEREAS, the Board of Directors of Greensprings West Owners' Association, Inc. is empowered by Article IV Section 4.2 of the Declaration to adopt, repeal, and modify regulations governing matters of conduct and aesthetics and the activities of Members; and

WHEREAS, the Board of Directors is empowered to impose sanctions for violating the Governing Documents after notice and an opportunity for a hearing in accordance with the procedures set forth in Article III Section 3.23 of the Bylaws and in accordance with Section 55-513 of the Virginia Property Owners' Association Act; and

WHEREAS, an enforcement procedure shall be established to enforce Members' compliance with restrictions, regulations, and requirements as set forth in the Governing Documents; and

WHEREAS, an enforcement procedure shall be applicable to all Members of the Association, so as defined and set forth in Article III of the Articles of Incorporation, and shall remain in effect until otherwise rescinded, modified, or amended by a majority vote of the Board of Directors; and

NOW, THEREFORE BE IT RESOLVED, an enforcement procedure shall be executed upon the basis of and in accordance with the following:

- APR 16 09 10
- A. Members in violation of restrictions, regulations, and requirements as set forth in the Governing Documents shall be sent written notice of such violation and expected date of compliance;
  - B. Upon non-compliance or continuation of said violation, Member shall be sent a second written notice of such violation and expected date of compliance;
  - C. Upon non-compliance or continuation of said violation, Member shall be sent a notice of hearing, including sanctions that may be imposed, and shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors or other tribunal specified in the documents. Notice of hearing, including sanctions that may be imposed, shall be hand delivered or mailed by registered or certified mail, return receipt requested, to Member at the address of record with the Association at least fourteen days prior to the hearing;
  - D. The hearing result shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Member at the address of record with the Association within seven (7) days of the hearing. Upon decision of non-compliance, sanctions shall be imposed and charged to Member in the amount of ten dollars (\$10.00) per day for continuation of said violation or an amount not to exceed fifty dollars (\$50.00) for a single offense and shall be treated as an assessment against Member's Lot. Sanctions so as decided upon by the Board of Directors shall be disclosed to Member in notice of hearing result.
  - E. Upon imposition of sanctions, standard collection procedure, as provided for in the Governing Documents, shall take effect and sanction shall be treated as an assessment against Member's Lot.

BE IT FURTHER RESOLVED, this resolution shall be sent to each Member at the address of record with the Association.

This policy resolution was adopted by the Board of Directors on MARCH 27, 2003 and shall be effective immediately. Approved and recorded in the Minutes of the meeting on MARCH 27, 2003.

Greensprings West Owners' Association, Inc.  
By: 

C. Lewis Waltrip, II  
President, Greensprings West Owners' Association, Inc.

Certified By: 

STATE OF VIRGINIA  
CITY/COUNTY OF WILLIAMSBURG, to wit:

The foregoing instrument was acknowledged before me this  
27 day of MARCH, 2003, by  
C. Lewis Waltrip, II President, Greensprings West Owners'  
Association, Inc.

  
NOTARY PUBLIC

My Commission Expires: 9/30/03

**GREENSPRINGS WEST OWNERS' ASSOCIATION  
POLICY RESOLUTION  
RESOLUTION #3  
ARCHITECTURAL GUIDELINES**

WHEREAS, the Board of Directors of Greensprings West Owners' Association, Inc. is empowered to appoint an Architectural Review Committee to assume jurisdiction over architectural matters pursuant to Article V Section 5.2 of the Declaration; and

WHEREAS, Declarant may prepare Architectural Guidelines and Declarant and Architectural Review Committee shall have the authority to amend the Architectural Guidelines with the Board's consent pursuant to Article V Section 5.3 of the Declaration; and

WHEREAS, there is no limitation on the scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive pursuant to Article V Section 5.3 of the Declaration; and

WHEREAS, the Architectural Review Committee assumes jurisdiction over architectural matters and sees it necessary to amend the Architectural Guidelines to include additional regulations, requirements and restrictions and to repeal those regulations, requirements and restrictions of the Architectural Guidelines deemed redundant or those previously instated without documented approval by the Declarant or Board; and

WHEREAS, the amended Architectural Guidelines shall be applicable to all Units and/or Lots within the Association and shall remain in effect until otherwise modified, amended, or repealed by Declarant or Architectural Review Committee and the repealed Architectural Guidelines shall no longer applicable to any Units and/or Lots; and

NOW, THEREFORE BE IT RESOLVED, the Architectural Review Committee hereto amends the Architectural Guidelines, as adopted and approved by the Board of Directors this 21<sup>st</sup> day of April 2003, as attached Exhibit 'A.' The Architectural Guidelines as amended hereto, as attached Exhibit 'A,' shall be the sole Architectural Guidelines governing architectural matters within the Association until amended or repealed; and

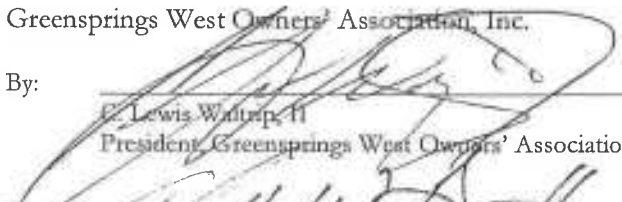
NOW THEREFORE BE IT RESOLVED, the Architectural Review Committee hereto repeals previous or other Architectural Guidelines, with exception of Exhibit 'A' as attached, due to redundancy and no documentation of Declarant or Board approval. Those previous or other Architectural Guidelines shall include, without limitation, Architectural Guidelines adopted the 10<sup>th</sup> day of January 2001, Architectural Control Committee document with attachment of specific provisions (beginning with landscaping ending with dog houses), and/or any other Architectural Guidelines, with exception of Exhibit 'A' as attached. Repealed Architectural Guidelines shall not be applicable or enforceable and shall not be held part of the Governing Documents for the Association; and

BE IT FURTHER RESOLVED, this resolution shall be sent to each Member at the address of record with the Association.

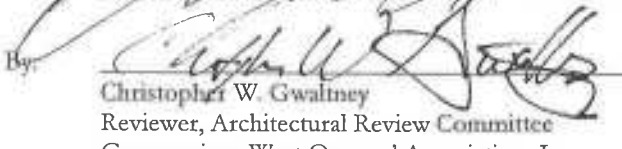
This policy resolution was adopted by the Board of Directors on APRIL 21, 2003 and shall be effective immediately. Approved and recorded in the Minutes of the meeting on APRIL 21, 2003

Greensprings West Owners' Association, Inc.

By:

  
C. Lewis Waltrip II  
President, Greensprings West Owners' Association, Inc.

By:

  
Christopher W. Gwaltney  
Reviewer, Architectural Review Committee  
Greensprings West Owners' Association, Inc.

Certified By:

  
STATE OF VIRGINIA  
CITY/COUNTY OF JAMES CITY, to wit:

The foregoing instrument was acknowledged before me this  
21 day of APRIL, 2003, by C. Lewis Waltrip II  
President, Greensprings West Owners' Association, Inc.

  
NOTARY PUBLIC

My Commission Expires: 9/30/03



## *Rules & Regulations*

## EXHIBIT "C"

### Initial Rules and Regulations

The following restrictions shall apply to all of Greensprings West until such time as they are amended, modified, repealed, or limited pursuant to Article IV of the Declaration.

1. General. Greensprings West shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for Declarant to assist in the sale of property described in Exhibits "A" or "B," offices for any property manager retained by the Association, or business offices for Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.

2. Restricted Activities. The following activities are prohibited within Greensprings West unless expressly authorized by, and then subject to such conditions as the Board may impose:

(a) Parking any vehicles on public streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, snowmobiles, stored vehicles, or inoperable vehicles in places other than enclosed garages; provided, construction, service, and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area;

(b) Raising, breeding, or keeping animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats (the combined number of dogs and cats not to exceed four), or other usual and common household pets may be permitted in a Unit; provided, those pets which are permitted to roam free, or, in the Board's sole discretion, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units, shall be removed upon the Board's request. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed, and inoculated as required by law;

(c) Any activity which emits foul or obnoxious odors outside the Unit or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Units;

(d) Any activity which violates local, state, or federal laws or regulations; provided, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Unit;

(f) Any noxious or offensive activity (including without limitation barking dogs)

which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units;

(g) Outside burning of trash, leaves, debris, or other materials, except during the normal course of constructing a dwelling on a Unit;

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for security purposes;

(i) Use and discharge of firecrackers and other fireworks;

(j) Dumping grass clippings, leaves, or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within Greensprings West, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff, and Declarant and builders may dump and bury rocks and trees removed from a building site on such building site;

(k) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;

(l) Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent;

(m) Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision plat including such Unit has been approved and Recorded, except that Declarant shall be permitted to subdivide or replat Units which it owns;

(n) Swimming, boating, use of personal flotation devices, or other active use of lakes, ponds, streams, or other bodies of water within Greensprings West, except that fishing from the shore shall be permitted with appropriate licenses and Declarant, its successors, and assigns, shall be permitted and shall have the exclusive right and easement to draw water from lakes, ponds, and streams within Greensprings West for purposes of irrigation and such other purposes as Declarant shall deem desirable. 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 rivers, lakes, ponds, streams, or other bodies of water within or adjacent to Greensprings West;

(o) Use of any Unit for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant and its assigns may operate such a program;

(p) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(q) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Article V;

(r) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for Greensprings West; (iii) the business activity does not involve door-to-door solicitation of residents of Greensprings West; (iv) the business activity does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked within Greensprings West which is noticeably greater than that which is typical of Units in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents within Greensprings West, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Unit shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a builder approved by Declarant with respect to its development and sale of Greensprings West or its use of any Units which it owns within Greensprings West, including the operation of a timeshare or similar program;

(s) Capturing, trapping, or killing of wildlife within Greensprings West, except in circumstances posing an imminent threat to the safety of persons using Greensprings West;

(t) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within Greensprings West;

(u) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Unit without prior approval pursuant to Article V;

(v) Operation of motorized vehicles on pathways or trails maintained by the Association; and

(w) Any construction, erection, placement, or modification of any thing, permanently temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article V of the Declaration. This shall include, without limitation, signs, basketball hoops, swing sets, and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers, and similar structures; and hedges, walls, dog runs, animal pens, or fences of any kind; however, fences shall not be erected on any Unit bordering a Private Amenity.

(x) Holiday signs and decoration displays visible from outside a dwelling shall be limited to display for the 30 consecutive days prior to and the 30 consecutive days following such holiday.

3. Prohibited Conditions. The following shall be prohibited within Greensprings West:

(a) Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Greensprings West;

(b) Structures, equipment, or other items on the exterior portions of a Unit which have become rusty, dilapidated, or otherwise fallen into disrepair;

(c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within Greensprings West, except that Declarant and the Association shall have the right to draw water from such sources; and

(d) Satellite dishes, antennas, and similar devices for the transmission of television, radio, satellite, or other signals of any kind, except that Declarant and the Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of Greensprings West; and (i) satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (ii) satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or (iii) antennas designed to receive television broadcast signals ((i), (ii), and (iii), collectively, "Permitted Devices") shall be permitted; *however*, any such Permitted Device must be placed in the least conspicuous location on the Unit (generally being the rear year) at which an acceptable quality signal can be received and is not visible from the street, Common Area, or neighboring property or is screened from the view of adjacent Units in a manner consistent with the Community-Wide Standard and the Architectural Guidelines.

4. Leasing of Units. "Leasing," for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term. Notice of any lease, together with such additional information as may be required by the Board, shall be given

to the Board by the Unit Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Governing Document.

# *Architectural Guidelines*

## **Exhibit 'A'**

### **Architectural Guidelines** ***Greensprings West Owners' Association, Inc.***

The Architectural Review Committee adopts these provisions regarding architectural matters this 21<sup>st</sup> day of April 2003, as approved by the Board of Directors, for Greensprings West Owners' Association, Inc. All procedures outlined in the Declaration of Covenants, Conditions, and Restrictions for Greensprings West shall be followed when submitting any request for Architectural Review Committee review.

#### **Design Review for New Construction:**

1. Submit to the Architectural Review Committee (herein "ARC") two copies of preliminary plans which shall include:
  - a. Preliminary site plan: indicate proposed "footprint," property boundaries, easements, utility locations, proposed driveways, sidewalks, decks and any other proposed improvements.
  - b. Floor plans, exterior elevations and roof plan.
  - c. Total square footage of building including garage.
  - d. Indicate all exterior materials on exterior elevations.
  - e. Exterior color selection.
2. The ARC will permit the re-use of previously approved designs within Greensprings West. The ARC may issue restrictions on the number of re-uses of a house design in any given section.

#### **General Guidelines for New Construction:**

1. Only single-family residences are permitted.
2. Builder shall provide a designated trash containment area. Trash and debris shall be removed at least once a month during construction activity and shall not be allowed to accumulate on any Lot or construction area.

#### **Signage for New Construction and Existing Units:**

1. One "for sale" (or "for rent") or temporary real estate sign may be displayed on an Lot or house (or on the property thereof) so long as it does not exceed six (6) square feet and is removed promptly upon the sale (or rent) of the Lot or house.
2. Security signs may not exceed one (1) foot by one (1) foot and are limited to one sign per Lot or house.
3. Signage other than the above requires approval from the ARC or Declarant during Declarant Control Period.

#### **Exterior of Home – Placement and Appearance:**

1. All foundations should be solid brick with ventilated crawl space, except that synthetic stucco may be used on foundations of houses where all exterior walls are synthetic stucco.



2. Brick fronts porches shall have exposed aggregate floor or similar material compatible with the character of the house.
3. All exteriors shall be (or a combination of) vinyl siding, brick, stucco or stone.
4. Roof shingles must be dimensional fiberglass shingles with a twenty-five (25) year warranty or of a higher quality and warranty.
5. Solar collectors are not permitted on the front roof of the house. Due to the large visual impact solar collectors have on a community, they are generally not permitted.
6. In general, houses shall face the road. Houses in cul-de-sacs shall generally face the center of the cul-de-sac. Where site conditions make this unnecessarily difficult, the ARC may approve alternative site orientation.
7. The ARC reserves the right to restrict placement of houses on golf course Lots in such a manner as to protect normal viewing angles to fairways from adjacent Lots.
8. Driveways are to be exposed aggregate with two (2) car width at garage to street entry. Driveways shall not be used for the habitual or overnight parking of commercial vehicles, boats, trailers, or recreational vehicles (street parking as regulated by VDOT).
9. No two homes shall be of the same elevation side by side or directly across.
10. No two homes shall have the identical exterior color scheme side by side or directly across.
11. All mechanical exterior components of heat pumps and air conditioning units must be screened from view.
12. Window and through-wall air conditioning units are prohibited.
13. Builders should provide trash totter screening on all units. All trash totters must be stored inside builder provided screening, garage, or other concealed area.
14. Awnings, canopies, and trellises must be compatible with the architectural style, character, and color of the house. The ARC reserves the right to prohibit the use of such devices on the front of any home.
15. No iron, steel, or similar bars shall be installed over any windows or doors of any house.

#### **Outbuildings and Exterior Structures:**

1. Written approval is required for all permanent grills made of cast iron, aluminum, brick, masonry, or which are incorporated into any permanent structure. A site plan showing the proposed grill's location, design, dimensions, and a list of materials to be used in construction must be submitted.
2. All exterior hot tubs, whirlpools, and spas must be approved by the ARC. A site plan showing the location and its relationship to existing structures as well as dimensions, type, and color of proposed materials must be submitted. Due to the size of Lots, swimming pools are generally not permitted.
3. Written approval is required for construction or installation of all storage buildings. A James City County building permit may be required.
  - a. All storage buildings must be of the same architectural style and have the same color scheme as the residence.
  - b. Roofing, siding, and trim of the storage building shall be of the same material as the house.
  - c. All storage buildings must be one story height.
  - d. The ARC will make note of (but is not limited to) the following when reviewing:

- i. The size of the storage building in reference to the house.
  - ii. The size of the property.
  - iii. Visual impact of storage building.
  - iv. Location of storage building on property.
- e. The following must accompany the request for review:
  - i. A site plan, which shows the relationship of the storage building to the house and property lines.
  - ii. A picture and/or detailed drawing of the proposed storage building and house.
  - iii. A description of the materials to be used.
  - iv. The color scheme of the proposed storage building and house.
- 4. Written approval is required for installation of fences. Additionally, any modification or addition to an existing fence requires written approval.
  - a. All fences and enclosures must be reviewed as to location, material, and design.
  - b. Only wooden fences shall be permitted; cedar, redwood (no vinyl or white fences).
  - c. All fences shall have a gate with a minimum 36 inch width.
  - d. No fence shall exceed four feet in height.
  - e. Modifying builder's fencing, including but not limited to, removing slats, increasing or reducing height requires prior approval.
  - f. Repairs to original or ARC approved fences do not require prior approval if repaired with materials equal to existing fence.
  - g. Fences must meet James City County regulations.
- 5. All patios and decks require ARC approval and must be architecturally compatible with the house. Patios and decks shall be designed to serve as an extension of the house.
- 6. Generally, decks shall remain unfinished except for preservative treatment. Staining and painting of decks is discouraged. Exceptions must be approved by the ARC.

#### **Landscaping and Grading:**

- 1. Builders must comply with all applicable county and government regulations in preventing silt runoff. Erosion control devices shall be installed prior to construction where necessary. Any mud or silt runoff shall be immediately removed.
- 2. Grade site to direct water away from residence and prevent ponding or standing water. Direct surface drainage in accordance with master subdivision drainage plans. Do not alter natural drainage patterns that would deliberately direct drainage across neighboring Lots.
- 3. Modifications or additions to landscaping may not impact drainage on Lots. Landscaping must be done in such a way as to not impact on neighboring properties.
- 4. Fill shall not be deposited on common areas or any Lot without ARC approval.
- 5. Minimum landscaping of ten (10) 1 gallon shrubs, three (3) 12 gallon shrubs, and three (3) 7 gallon shrubs. Disturbed area to be graded and seeded. Undisturbed areas to be left in their natural state. All plant material must be free of disease, insects, and structural damage.

6. The clearing of mature trees (over 6" in diameter) shall be limited to those areas required to accommodate the house and its normal customary accessories, open yard areas, and those limited areas required to permit utility service and driveways.
7. Artificial vegetation is prohibited.
8. Exterior landscape sculpture, fountains, ponds, birdbaths, and other decorative objects are not permitted in front yards unless approved by the ARC.
9. Landscape material and plantings of every kind, including but not limited to grass, shrubs, and trees, on each Lot must be kept neatly cultivated and free of trash, weeds, and other unsightly material.

**Exterior Lighting:**

1. Exterior light fixtures shall be limited to lights at entrances, at garage doors, one exterior lamp post, low density landscape or driveway lights, and eave mounted floodlights directed completely within the Lot area.
2. High intensity house or pole mounted area or security lights are prohibited.

*These Architectural Guidelines are applicable to all Lots, new construction, and existing units within Greensprings West.*

*Budget*

**GREENSPRINGS WEST OWNERS' ASSOCIATION #102**

Year to Date Actual based on 10/31/02 financials

Approved 2003 Budget

**Month no. 10**  
**No. of units 142**

Date 11/26/02

	2002 Current Annual Budget	2002 "Year to Date" Budget	2002 "Year to Date" Actual	2002 Annual Actual Extended	2003 Approved Annual Budget	2003 Approved Monthly Budget	2003 Approved Per unit Per Month
ASSOC FEES-GROSS POTENTIAL	\$30,000	\$25,000	\$18,700	\$22,440	\$82,750.00	\$6,895.83	\$50.00
LESS:UNCOLLECTED FEES	(120)	(100)	(773)	(927)	(2483.00)	(206.92)	(1.50)
PLUS-COLLECTED FEE-DELO	108	90	(11)	(13)	1655.00	137.92	1.00
NET-ASSOCIATION FEES	\$29,988	\$24,990	\$17,916	\$21,500	\$81,922.00	\$6,826.83	\$49.50
INCOME-ADV ASSOC FEES	0	0	1,010	10,680	0.00	0.00	0.00
OTHER MISC INCOME	0	0	944	0	0.00	0.00	0.00
INTEREST INC/RESERVES	20	17	6	7	0.00	0.00	0.00
LATE FEES INCOME	240	200	220	264	960.00	80.00	0.56
BUILDER CLOSING FEE	0	0	12000	0	14400.00	1200.00	8.57
ASSESSMENT RESERVE INC	1,500	1250	2900	3480	2400.00	200.00	1.41
<b>TOTAL INCOME</b>	<b>\$31,748</b>	<b>\$26,457</b>	<b>\$34,996</b>	<b>\$35,931</b>	<b>\$99,682.00</b>	<b>\$8,306.83</b>	<b>\$60.04</b>
AUDITING EXPENSES	150	125	125	125	125.00	10.42	0.07
BANK SERVICE CHARGE	150	125	318	382	385.00	32.08	0.23
COMMUNITY ACTIVITIES	300	250	402	482	852.00	71.00	0.50
LEGAL EXPENSES	300	250	110	132	300.00	25.00	0.18
PROPERTY INSURANCE	0	0	1222	1466	1100.00	91.67	0.65
CORPORATE FEES	50	42	50	50	50.00	4.17	0.03
MANAGEMENT FEE	2,542	2118	4202	5043	11519.00	959.92	6.76
MISC EXP/GENERAL & ADMIN	150	125	181	217	300.00	25.00	0.18
OFFICE EXP/PRINTING	200	167	659	791	600.00	50.00	0.35
COUPON BOOKS	100	83	0	0	100.00	8.33	0.06
POSTAGE	200	167	319	383	620.00	51.67	0.36
TELEPHONE	300	250	250	300	300.00	25.00	0.18
<b>TOTAL GEN. &amp; ADMIN. EXPENSES</b>	<b>\$4,442</b>	<b>\$3,701</b>	<b>\$7,838</b>	<b>\$9,371</b>	<b>\$16,251.00</b>	<b>\$1,354.25</b>	<b>\$9.54</b>
UTILITIES-WATER	2,500	2083	4767	5720	4200.00	350.00	2.46
UTILITIES-SEWER	750	625	1838	2205	1900.00	158.33	1.12
UTILITIES-ELECTRIC	3,000	2500	6125	7350	4000.00	333.33	2.35
UTILITIES-GAS	0	0	167	201	0.00	0.00	0.00
<b>TOTAL UTILITIES</b>	<b>\$6,250</b>	<b>\$5,208</b>	<b>\$12,897</b>	<b>\$15,476</b>	<b>\$10,100.00</b>	<b>\$841.67</b>	<b>\$5.93</b>
MAINT.-CLEANING SERVICE	200	167	265	318	265.00	22.08	0.16
MAINT.-BLDG EXTR/FENCING	200	167	366	439	350.00	29.17	0.21
MAINT.-LAWN CONTRACT	30,000	25000	7500	9000	30000.00	2500.00	17.61
MAINT.-STRTS/LGHTS/SDWLKS	100	83	855	1026	0.00	0.00	0.00
MAINT.-CLUBHOUSE					1500.00	125.00	0.89
MAINT.-TERMITE INSP/TRMT	75	63	0	0	75.00	6.25	0.04
MAINT.-POOL REPR/SUPPLIES	150	125	393	471	450.00	37.50	0.26
MAINT.-SWIMMING POOL	13,600	11333	11740	14088	16100.00	1341.67	9.45
<b>TOTAL MAINTENANCE</b>	<b>\$44,325</b>	<b>\$36,938</b>	<b>\$21,118</b>	<b>\$25,342</b>	<b>\$48,740.00</b>	<b>\$4,061.67</b>	<b>\$28.61</b>
<b>NET OPERATING INCOME</b>	<b>(\$23,269)</b>	<b>(\$19,391)</b>	<b>(\$6,857)</b>	<b>(\$14,258)</b>	<b>\$24,591.00</b>	<b>\$2,049.25</b>	<b>\$14.43</b>
REPLACEMENT RESERVE	1,956	1630	997	1197	6000.00	500.00	3.52
<b>TOTAL REPLACEMENT RESERVES</b>	<b>\$1,956</b>	<b>\$1,630</b>	<b>\$997</b>	<b>\$1,197</b>	<b>\$6,000.00</b>	<b>\$500.00</b>	<b>\$3.52</b>
GENERAL OPERATING RESERVE	272	227	68	82	18591.00	1549.25	10.91
<b>TOTAL OPERATING RESERVES</b>	<b>\$272</b>	<b>\$227</b>	<b>\$68</b>	<b>\$82</b>	<b>\$18,591.00</b>	<b>\$1,549.25</b>	<b>\$10.91</b>
<b>TOTAL RESERVES</b>	<b>\$2,228</b>	<b>\$1,857</b>	<b>\$1,065</b>	<b>\$1,278</b>	<b>\$24,591.00</b>	<b>\$2,049.25</b>	<b>\$14.43</b>
<b>NET INCOME</b>	<b>(\$25,497)</b>	<b>(\$21,248)</b>	<b>(\$7,922)</b>	<b>(\$15,536)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
DEVELOPER SUBSIDY	\$25,497	\$21,248	\$12,358	\$14,830	\$0.00	\$0.00	\$0.00
<b>NET CASH FLOW</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,436</b>	<b>(\$706)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Loans from Jamestown L.L.C. and Payables to be repaid from Operating Reserves

**GREENSPRINGS WEST OWNERS' ASSOCIATION  
BUDGET ASSUMPTIONS FOR 2003**

This Budget for Greensprings West Owners' Association is predicated on 142 units; 67 completed units and 75 current Builder Lots. . Because Builders will begin paying assessments various months throughout the year, the Association Fees-Gross Potential is based on an average of 137.9 units for the year, as opposed to 142 units, to create a more accurate expected income assumption. Because reserves and operating expenditures are allocated on a pro-rata basis, these assumptions should be valid and consistent throughout the upcoming year.

The following are notes from the Budget for the year 2003:

**INCOME:**

Assessments:

Budget requirements are based on \$50.00 per unit per month.

Less: Uncollected Fees:

Assumption is based on historical data of less than 3%.

Plus: Uncollected Fees – Delinquency:

Assumption is based on historical data of less than 2%.

Interest Income:

Budget assumptions is interest earned on Reserve Funds at the most advantageous rate. Operating Reserves and Replacement Reserves to be held in banking accounts providing the best possible return.

Late Fees:

Budget assumption is billing 3% of the unit owners a late fee of \$20.00 based on historical data.

Builder Closing Fee:

Builder closing fee of \$200.00 per Lot based on fees from 72 new Builders.

Assessment Reserve Income:

Capital contribution for homeowner closings on 24 new units equal to one-sixth of the annual base assessment per unit.

**EXPENSES:**

**General and Administrative Expenses:**

Audit:

Assumption is based on having an annual tax preparation.

Bank Service Charge:

Assumption is based on regular rates for lockbox service and other normal bank charges incurred in maintaining banking services.

Community Activities:

Assumption is based on social activities and welcome packages for new homeowners.

Legal Expenses:

Budget assumption is based upon securing legal advice when required. This also covers legal fees for collection of past due assessments.

Property Insurance:

Comprehensive general liability insurance in the amount of \$1 million,  
Directors and Officers liability insurance in the amount of \$1 million,  
Master Causality replacement insurance policy on the common elements,  
Commercial Umbrella Policy in the amount of \$1 million.

Corporate Fees:

Assumption is based on filing required with the State Corporation Commission (\$25.00) and the Virginia Real Estate Board (\$25.00).

Management Fee:

Assumption is based on \$6.76 per unit per month.

Misc. Expenses General & Administrative:

Any non-reoccurring extraordinary expenses encountered.

Printing:

Budget assumptions include:

1. Newsletters
2. Annual meeting notice
3. Labels for newsletters
4. Board of Directors packages & general correspondence
5. Special mailings if needed

Coupon Books:

Budget assumption for printing of coupon books for monthly assessments.

Postage and Distribution:

Budget assumptions include:

1. Newsletters
2. Annual meeting
3. Accounts payable
4. Coupon books
5. General correspondence
6. Late notices
7. Certified fees if needed
8. Special mailings

Telephone:

Budget assumption for telephone at pool.

**Utilities:**

Water:

Budget assumption for operation of pool.

Sewer:

Budget assumption for operation of pool.

Electricity:

Budget assumption for operation of pool and sign lighting.

**Maintenance Expenses:**

Cleaning Service:

Budget assumption for cleaning of pool house during pool season.

Building Extr/Fencing:

Budget assumption for maintenance and repairs to fencing and exterior of pool house.

Lawn Contract:

Weekly services for mowing, trimming, fertilization, mulching, seeding, pruning, plantings, and clean up of areas as outlined in contract.

Streets, Lights, Sidewalks:

Budget assumption for maintenance of streets, lights, and sidewalks in common areas; to be paid by Developer.

Clubhouse:

Budget assumption for maintenance of the community clubhouse.

Termite Inspt/Tmnt:

Budget assumption for contract for termite inspection on pool house.

Pool Repr/Supplies:

Budget assumption for miscellaneous small repair supplies.

**RESERVES:**

Replacement Reserves:

Budgeted amount reserved for repair and/or replacement of items in common elements.

Operating Reserves:

Budgeted amount reserved for any shortfalls in expenses and for the repayment of payables and repayment of loans to Jamestown L.L.C.

**REPLACEMENT RESERVES:**

2/22/2000

ASPHALT - Reserve calculation assumption is to resurface all 4109 square yards of streets and parking areas, when they reach 20 years of age, with a 1 inch overlay at a cost of \$3.80/square yard;  $4109 \text{ square yards} \times \$3.80/\text{square yard} = \$15,614.20$ ; \$780.71/year; \$0.18/unit/month. In addition, assume seal coat of asphalt every 7 years at a cost of \$1.00/square yard;  $4109 \text{ square yards} \times \$1.00/\text{square yard} = \$4109.00$ ; \$587.00/year; \$0.13/unit/month. Total reserves at \$0.31/unit/month.

ASPHALT PATH AT RECREATION AREA - Reserve calculation assumption is to resurface all 667 square yards of the walking path when it reaches 7 years of age, with a 0.75 inch overlay at a cost of \$3.80/square yard;  $667 \text{ square yards} \times \$3.80/\text{square yard} = \$2534.60$ ; \$362.09/year; Total reserves at \$0.08/unit/month.

CLUB HOUSE (INTERIOR FACILITIES) - Reserve calculation assumption is replacement of toilet facilities and drinking fountain every 20 years at \$3200.00, plus carpet every 5 years at a cost of \$7800.00, plus kitchen appliances at \$1800.00 every 15 years, and cabinets every 15 years at \$6500.00.  $1 \times \$3200.00 \times 3 + 1 \times \$7800.00 \times 12 + 1 \times \$975 \times 4 + 1 \times \$6500.00 \times 4 = \$9600.00 + \$93,600.00 + \$72900.00 + \$26,000.00 = \$136,400.00$ ; \$2273.33/year. Total reserves at \$0.51/unit/month.

CLUBHOUSE SIGN - Reserve calculation assumption is replacement of the entrance sign at the clubhouse entrance. Sign replacement is projected for every 15 years at a cost for the sign of \$1000.00.  $1 \text{ sign} \times \$1000.00 = \$1000.00$ ; \$66.67/year. Total reserves at \$0.02/unit/month.

COMMUNITY SIGN - Reserve calculation assumption is replacement of the entrance sign at the community's entrance. Sign replacement is projected for every 15 years at a cost for the sign of \$10,000.00.  $1 \text{ sign} \times \$10,000.00 = \$10,000.00$ ; \$666.67/year. Total reserves at \$0.15/unit/month.

CURB and GUTTER - Reserve calculation assumption is replacement of 20 linear feet per 20 years at \$8.50/linear foot.  $20 \text{ linear feet} \times \$12.50/\text{linear foot} = \$250.00$ ; \$12.50/year. Total reserves at \$0.01/unit/month.

BMP WATER FEATURE PUMP - Reserve calculation assumption is replacement of 10 H.P. pump every 10 years at \$3575.00 for pump and fittings plus \$800.00 for labor.  $1 \text{ pump} \times \$3575.00 + 1 \text{ labor} \times \$800.00 = \$4375.00$ ; \$437.50/year. Total reserves at \$0.10/unit/month.

FENCING (ENTRANCE) - Reserve calculation assumption is replacement of 46 linear feet of vinyl fencing within 30 years.  $46 \text{ linear feet} \times \$22.00/\text{linear foot} = \$1012.00$ ; \$33.73/year. Total reserves at \$0.01/unit/month.

INTEREST RESERVES - Interest earned during the year on funds allocated to reserves is accrued in the Interest to Reserve budget line item and, at the end of the year, is then proportionally allocated to the reserve accounts to offset inflationary factors.

PAINTING - Reserve calculation assumption is to repaint pool and club house wood trim, including moulding doors, and windows, plus all walls at an estimated cost of \$3500.00 every



4 years. \$3500.00; \$875.00/year. Total reserves at \$0.19/unit/month.

PARK BENCHES, PICNIC TABLES & TRASH RECEPTACLES AT LAKES AND PLAYGROUNDS -

Replacement reserve calculation assumption is replacement of listed park equipment as follows:

- (1) Pool area - 3 handicapped accessible, vinyl clad picnic tables at \$1945.00 every 20 years, plus 3 trash receptacles at \$660.00 every 10 years, plus 3 vinyl clad park benches set in concrete at \$990.00 every 20 years, plus 3 charcoal grills set in concrete at \$990.00 every 20 years;
- (2) BMP area - 3 vinyl clad benches set in concrete at \$990.00 every 20 years.

Total replacements are 3 picnic tables x \$648.33 each + 3 trash receptacles x \$220.00 each x 2 + 6 park benches x \$330.00 each + 3 charcoal grills x \$330.00 each = \$1944.99 + \$660.00 + \$1980.00 + \$990.00 = \$6234.99; \$311.75/year. Total reserves at \$0.07/unit/month.

PERGOLA - Replacement calculation assumption is to replace the 8' x 18' wood pergola at the clubhouse every 20 years at a cost of \$5000.00. 1 replacement x \$5000.00 = \$5000.00; \$250.00/year. Total reserves at \$0.07/unit/month.

RIP-RAP REPLACEMENT and REPAIR - Reserve calculation assumption is replacement of 40 cubic yards of storm rip-rap every 10 years at \$70.00/cubic yard. 40 cubic yards x \$70.00/cubic yard = \$2800.00; \$280.00/year. Total reserves at \$0.06/unit/month.

ROOFING for CLUB HOUSE and POOL HOUSE - Reserve calculation assumption is replacement of shingles every 32 years. The two buildings have 3734 square feet; of roofing at an estimated cost \$6.70/square foot. 3734 square feet x \$6.70/square foot = \$25,000.00; \$781.25/year. Total reserves at \$5.70/unit/year.

SIDEWALKS, RAMPS and STEPS - Reserve calculation assumption is replacement of selected concrete of 100 square feet every 20 years at \$8.75/square foot. 100 square feet x \$8.75/square foot = \$875.00; \$43.75/year. Total reserves at \$0.01/unit/month.

SIGNS - Reserve calculation assumption is replacement of 20 signs at an average cost of \$80.00 each every 8 years. 20 signs x \$80.00 each = \$1600.00; \$200.00/year. Total reserves at \$0.04/unit/month.

SPRINKLER SYSTEM PUMP - Reserve calculation assumption is replacement of a 1 H.P. pump every 10 years at \$850.00 for pump and fittings. 1 pump x \$850.00 each = \$850.00; \$85.00/year. Total reserves at \$0.01/unit/month.

STREET MARKING and STRIPING - Reserve calculation assumption is re-painting of all 1458 linear feet of marking striping and re-numbering all spaces every 3 years at \$0.23/linear foot. 1458 linear feet x \$0.23/linear foot = \$335.34; \$111.78/year. Total reserves at \$0.02/unit/year.

SWIMMING POOL and PERIMETER FENCING - Reserve replacement assumption is complete replacement of pool plaster coat at 15 years with a cost of removal of the existing plaster at a cost of \$20,000.00, plus installation of 477 linear feet of new fencing at \$29.00/linear foot every 30 years. Recoat plaster x \$20,000.00 x 3 + replace 477 feet of aluminum picket fencing x \$27.00/linear foot x 4 = \$60,000.00 + \$51,516.00 = \$111,516.00; \$1858.60/year. Total reserves at \$0.42/unit/year.

POOL EQUIPMENT - Reserve calculation assumption is replacement of all pool service equipment every 5 years at \$450.00/set. 2 sets of equipment x \$450.00/ set = \$900.00; \$180.00/year. Total reserves at \$0.04/unit/month.

POOL FURNITURE - Reserve calculation assumption is replacement of pool furniture every 3 years consisting of 30 chaise lounges at \$95.00 each; 8 tables at \$70.00 each; 8 umbrellas at \$110.00 each; plus 25 chairs at \$14.00 each. 30 lounges x \$95.00 each + 8 tables x \$70.00 each + 25 chairs x \$14.00 each + 8 umbrellas x \$110.00 each = \$5070.00; \$1690.00/year. Total reserves at \$0.38/unit/month.

POOL HOUSE (INTERIOR FACILITIES) - Reserve calculation assumption is replacement of toilet facilities and drinking fountain every 15 years at \$1200.00 plus carpet flooring every 5 years at \$2996.00 and floor tile every 10 years at \$1477.00. 2 x \$1200.00 + 6 x \$2996.00 + 3 x \$1447.00 = \$24,717.00; \$823.90/year. Total reserves at \$0.18/unit/month.

SWIMMING POOL PUMP - Reserve calculation assumption is replacement of one 5 H.P. pump every 10 years at \$3500.00 for pump and fittings. 1 pump x \$3500.00 = \$3500.00; \$350.00/year. Total reserves at \$0.08/unit/month.

TENNIS COURTS - Reserve calculation assumption is to resurface all 1965 square feet, each, of 2 tennis court playing surfaces with a sand mix surface at 25 years. Sand mix surface material at \$10.95/square yard x 109.2 square yards x 2 courts = \$2391.48; \$95.66/year. Total reserves at \$0.02/unit/month.

TENNIS COURT FENCING - Reserve calculation assumption is to replace all 460 linear feet of 10 foot high, vinyl coated fencing every 25 years at a cost of \$17.00/linear foot. 460 linear feet x \$17.00/linear foot = \$7820.00; \$521.33/year. Total reserves at \$0.11/unit/month.

VINYL SIDING for CLUB HOUSE and POOL HOUSE - Reserve calculation assumption is replacement of siding at 45 years with 1093 square feet at \$3.50/square foot; 1093 square feet x \$3.50/square foot = \$3825.50; \$85.01/year. Total reserves at \$0.02/unit/month.

WALKING TRAIL REPAIR - Reserve calculation assumption is replacement of 57 cubic yards of wood chips on the walking trail every 4 years. This represents approximately 30% of the estimated 189 cubic yards of wood chips in the walking trail calculated as 4 feet wide x 3843 feet in length x 0.33 feet in depth. 57 cubic yards of wood chips x \$35.00/cubic yard = \$1995.00; \$498.75/year. Total reserves at \$0.11/unit/month.

Cost of scheduled reserves per unit per month is \$8.23; approximately 16% of the budget.

NOTE: Management cannot ensure the accuracy of the above figures. Final approval of the budget is the responsibility of the Board of Directors and must be based upon all pertinent considerations. Reserves are not designed or assumed to cover all possible contingencies or capital expenditures. Some expenditures may result from unforeseen, unusual, or unpredictable causes. In some instances special assessments of association members may be necessary.

## *Insurance Information*

**Policy Number**

96-08-6084-6

**DECLARATIONS PAGE**

AMENDED NOV 19 2002



**STATE FARM FIRE AND CASUALTY COMPANY**  
 1500 STATE FARM BL, CHARLOTTESVILLE VA 22909-0001  
 A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

**Named Insured and Mailing Address**

2461-F214 P

GREEN SPRINGS WEST HOMEOWNERS  
 ASSOCIATION  
 C/O UNITED PROPERTY ASSOC  
 4455 SOUTH BLVD STE 250  
 VIRGINIA BCH VA 23452

**CONDO/ASSOC POLICY - SPECIAL FORM 3****Inflation Coverage Index: 148.5**

**AUTOMATIC RENEWAL** - If the **POLICY PERIOD** is shown as **12 MONTHS**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Policy Period:** 12 Months  
**Effective Date:** NOV 19 2002  
**Expiration Date:** NOV 19 2003

The policy period begins and ends at 12:01 am standard time at the premises location.

**Named Insured: HOMEOWNERS ASSOCIATION****Location of Covered Premises:**

3200 MANOR GATE DR  
 WILLIAMSBURG VA 23188-1430

Your policy is amended NOV 19 2002  
 BUSINESS PERS PROP COVERAGE ADDED

<b>Coverages &amp; Property</b>	<b>Limits of Insurance</b>
Section I	
A Buildings	\$ 287,000
B Business Personal Property	\$ 20,000
Section II	
L Business Liability	\$ 1,000,000
M Medical Payments	\$ 5,000
Products-Completed Operations (PCO) Aggregate	\$ 2,000,000
General Aggregate (Other Than PCO)	\$ 2,000,000

**Deductibles - Section I**

\$ 1,000 Basic

In case of loss under this policy, the deductible will be applied to each occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to policy.

**Forms, Options, and Endorsements**

Special Form 3	FP-6109
Amendatory Endorsement	FE-6246.3
Tree Debris Removal	FE-6451
Policy Endorsement	FE-6466
Glass Deductible Deletion	FE-6538.1
Policy Endorsement	FE-6567
Fungus (Including Mold) Excl	FE-6597

Endorsement Premium Increase	\$ 57.00
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Continued on Reverse Side of Page

**OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY**

Countersigned

By Murphy Moore  
**MURPHY MOORE**  
 (757) 499-0559

Agent

MAR 28 2003

FP-8010.3C  
 06/1992  
 AYL

Your policy consists of this page, any endorsements and the policy form. PLEASE KEEP THESE TOGETHER.

**BUILDING ORDINANCE OR LAW COVERAGE ENDORSEMENT**

Coverage provided under this endorsement applies only if an "X" is shown in the box for that coverage in the Schedule below.

**SCHEDULE**

X	A. Loss of Value Coverage
X	B. Increased Cost and Demolition Coverage
	<input checked="" type="checkbox"/> 10 PERCENT <input type="checkbox"/> 50 PERCENT
	<input type="checkbox"/> 25 PERCENT <input type="checkbox"/> 100 PERCENT

**A. Loss of Value Coverage**

1. In the event a covered building sustains an insured loss, we will pay for loss of value to the undamaged portion of the building caused by enforcement of any ordinance or law if:
  - a. the enforcement is directly caused by the same insured loss;
  - b. the enforcement requires the demolition of parts of the same building not damaged by the same insured loss;
  - c. the ordinance or law regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
  - d. the ordinance or law is in force at the time of the same insured loss.
2. We will not pay for:
  - a. the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants, meaning any solid, liquid, gaseous or thermal irritant or contaminant, including vapor, soot, fumes, acids, alkalis, chemicals and waste;
  - b. any cost of demolishing or clearing the site of undamaged portions of the covered building; or
  - c. any increased cost to repair, rebuild or construct the building caused by enforcement of building, zoning or land use ordinance or law.
3. To the extent of any coverage provided under this endorsement, the following item 1.a. is deleted from **LOSSES NOT INSURED** under **SECTION I LOSSES INSURED AND LOSSES NOT INSURED**:
  - a. the enforcement of any ordinance or law:
    - (1) regulating the construction, use or repair of any property; or
    - (2) requiring the tearing down of any property, including the cost of removing its debris;
4. We will not pay more for loss of value to the undamaged portion of the building caused by enforcement of any ordinance or law than the least of:
  - a. the actual cash value of the undamaged portion of the building if the covered building property is:
    - (1) not repaired or replaced; or
    - (2) insured on an actual cash value basis;
  - b. the amount you actually spend to replace the undamaged portion of the building if the covered building property is:
    - (1) repaired or replaced; and
    - (2) insured on a replacement cost basis; or
  - c. the difference between the limit of insurance on the covered building property at the time of loss and the amount paid for loss to the damaged or destroyed portion of the covered building.
5. The terms of this endorsement apply separately to each building to which the policy applies.

All other policy provisions apply.

## AMENDATORY ENDORSEMENT (Virginia)

### SECTION I CONDITIONS

Item a.(1) of **Valuation** is replaced by the following:

- a. (1) you may make a claim for loss covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss settled on an actual cash value basis, you may still make a claim on a replacement cost basis within 6 months of either:
  - (a) the last date you received an actual cash value payment; or
  - (b) the date of entry of a final order asserting your right to replacement cost settlement.

Item a. of **Duties in the Event of Loss or Damage** is deleted.

The following is added to **Appraisal**:

If we make written demand for appraisal, we will reimburse you for the reasonable cost of your appraiser and your portion of the cost of the umpire.

### SECTION II COMPREHENSIVE BUSINESS LIABILITY

#### BUSINESS LIABILITY EXCLUSIONS

Exclusion 3. is replaced by the following:

3. to **bodily injury or property damage** for which any insured may be held liable:
  - a. as a person or organization engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages if

such liability is imposed by reason of:

- (1) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages; or
  - (2) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol or which causes or contributes to the intoxication of any person;
- b. as an owner or lessor of premises used for the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages if such liability is imposed by reason of any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This entire exclusion does not apply to the liability imposed on any insured as the result of the giving or serving of alcoholic beverages at functions incidental to your business, provided you are not in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages and that there has been no intentional violation of any statute, ordinance or regulation committed by or at the direction of any insured;

Exclusion 5. is replaced by the following:

5. to **bodily injury** to any employee of the insured arising out of and in the course of their employment by the insured or to any obligation of the insured to indemnify or contribute to another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under a contract;

connection with the payment of premium for this policy; or

- b. 45 days before the expiration date of this policy if we non-renew for any other reason.
2. We will mail or deliver our notice of non-renewal to the Named Insured's last mailing address known to us. If notice is mailed:
  - a. it will be by registered mail or certified mail; or
  - b. at the time of mailing, we will obtain a written receipt from the United States Postal Service showing the name and address of the Named Insured stated in the policy.
3. Our notice of non-renewal will state the specific reason or reasons for non-renewal.

The last paragraph of **Inspections and Surveys** is changed as follows:

This condition applies not only to us but also to any rating, advisory, rate service or similar organization which makes insurance inspec-

tions, surveys, reports or recommendations on our behalf.

**Other Insurance** is changed as follows:

a.(1) and a.(2) are deleted and replaced by the following:

We will not pay for a greater proportion of the covered loss or damage than this policy's Limit of Insurance bears to the total amount of insurance covering such loss or damage.

Item b.(2) is deleted.

The following replaces language to the contrary in this policy:

Countersignature by a duly authorized Agent of this Company is not required for this policy to be valid.

**THE FOLLOWING AMENDMENT ONLY  
APPLIES TO CONTRACTORS POLICIES:**

**SECTION II  
COMPREHENSIVE  
BUSINESS LIABILITY**

**PROPERTY DAMAGE  
LIABILITY DEDUCTIBLE**

Item 2. under **PROPERTY DAMAGE LIABILITY DEDUCTIBLE** is deleted.

FE-6246.3  
(1/94)

FE-6567  
(3/99)

## **POLICY ENDORSEMENT (Condominium/Association)**

### **SECTION I CONDITIONS**

In all policies, under **CONDITIONS**, item 10. **Unit-Owner Mortgagee** is deleted.

All other policy provisions apply.

FE-6567  
(3/99)

In all policies, the following is added to **OPTION MO - Money and Securities**:

6. When used in the provisions of this Option MO:

a. "money" means:

- (1) currency, coins and bank notes in current use and having a face value;
- (2) travelers checks, register checks and money orders held for sale to the public;

b. "securities" means negotiable and nonnegotiable instruments or con-

tracts representing either "money" or other property and includes:

- (1) tokens, tickets, revenue and other stamps in current use represented by either actual stamps or unused value in a meter;
- (2) evidences of debt issued in connection with credit or charge cards which are not issued by you;

but does not include "money".

All other policy provisions apply.

FE-6466  
(9/90)

FE-6451  
(10/89)

### **TREE DEBRIS REMOVAL ENDORSEMENT**

The following is added to **SECTION I EXTENSIONS OF COVERAGE**:

**Tree Debris Removal.** We will pay your expense to remove the debris of any broken or fallen tree if Coverage A property is damaged by the tree. The most we will pay in any one occurrence at each location under this Extension of Coverage is \$500 as an additional amount of insurance.

All other policy provisions apply.

FE-6451  
(10/89)



b. loss, cost or expense arising out of any:

- (1) request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate or dispose of or in any way respond to or assess the effects of **fungus**; or
- (2) claim or **suit** for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way

responding to or assessing the effects of **fungus**.

## SECTION II DEFINITIONS

In all policies, the following definition is added under **DEFINITIONS**:

**fungus** means any type or form of fungi, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

All other policy provisions apply.

FE-6597

FE-6538.1  
(10/95)

## GLASS DEDUCTIBLE DELETION ENDORSEMENT

Under **SECTION I DEDUCTIBLES**, the special \$100 deductible amount applicable to all glass losses is deleted and replaced by the Section I deductible otherwise included and shown in the Declarations of this policy.

All other policy provisions apply.

FE-6538.1  
(10/95)