



*Declaration*

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Prepared by:  
Hirschler Fleischer  
P.O. Box 500  
Richmond, VA 23218-0500

Map Nos.: 33B6 (1) 1 A, 33B7 (4) 1 AA  
See Exhibit C for additional Map Nos.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR VILLAGES AT KENTLANDS HOMEOWNERS ASSOCIATION, INC.**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR VILLAGES AT KENTLANDS HOMEOWNERS ASSOCIATION, INC.**

("Declaration") is made this 13th day of July, 2007 by KENTLAND INVESTMENTS, LLC, a Virginia limited liability company, its successors or assigns ("Declarant") ("Grantor" and "Grantee" for indexing purposes).

Declarant is the owner of the real property shown on Exhibit A, which is attached and incorporated by reference. This Declaration imposes upon the Property (as defined in Section 1.35 below) mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Property and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Property. In furtherance of such plan, this Declaration provides for the creation of the Villages At Kentlands Homeowners Association, Inc. to own, operate and maintain Common Areas and to administer and enforce the provisions of this Declaration, the Bylaws, and the Design Guidelines (as these terms are defined below).

Declarant hereby declares that all of the property shown on Exhibit A and any Additional Property subjected to this Declaration by Supplemental Declaration (as defined in Section 1.37 below) shall be held, sold, used and conveyed subject to and in accordance with the provisions of the Act and the following easements, restrictions, covenants, and conditions, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the Property.

**Article I**  
**Definitions**

1.1 “Additional Land” shall mean and refer to property described in Exhibit B attached to this Declaration and incorporated herein by this reference.

1.2 “Architectural Review Committee” or “ARC” shall have the meaning set forth in Section 11.2 herein.

1.3 “Area of Common Responsibility” shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration, any Supplemental Declaration or other applicable covenants, or by contract or agreement become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Property, or any public rights-of-way within or adjacent to the Property, may be part of the Area of Common Responsibility.

1.4 “Articles of Incorporation” or “Articles” shall mean and refer to the Articles of Incorporation of the Association, as filed with the Secretary of the State Corporation Commission of the Commonwealth of Virginia.

1.5 “Association” shall mean and refer to Villages at Kentlands Homeowners Association, Inc., a Virginia nonstock corporation, its successors or assigns.

1.6 “Base Assessment” shall mean and refer to assessments levied against all Lots in the Property to fund Common Expenses.

1.7 “Board of Directors” or “Board” shall be and refer to the elected body of the Association having its normal meaning under Virginia corporate law.

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

1.9 “Bylaws” shall mean and refer to the Bylaws of the Association as they may be amended from time to time.

1.10 “Class “B” Control Period” shall mean and refer to the period of time during which the Class “B” Member is entitled to appoint the members of the Board of Directors, as provided in the Bylaws.

1.11 "Clerk's Office" shall mean and refer to the Clerk's Office of the Circuit Court of New Kent County, Virginia.

1.12 "Common Area" shall mean and refer to all real and personal property now or hereafter designated as Common Area or similarly designated, on a subdivision plat for Villages at Kentlands by Declarant and owned by the Association for the common use and enjoyment of every Owner, subject only to the limitations set forth in Section 2.1. Common Area shall also include any real or personal property (including property in which Declarant or the Association has previously been granted an easement) which may be conveyed in fee by deed from or with the consent of Declarant to the Association at any time.

1.13 "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Owners, for the construction and maintenance of recreational facilities such as a pool and clubhouse for the benefit of all Owners, and including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation.

1.14 "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors.

1.15 "Declarant" shall mean and refer to Kentland Investments, LLC, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibit A or Exhibit B for the purpose of development and/or sale and who is designated as Declarant in a recorded instrument executed by the immediately preceding Declarant; provided however, there shall be only one (1) "Declarant" hereunder at any one time. The Association and the Owners shall not enjoy any of the rights, powers, privileges or obligations of a Declarant unless specifically assigned or conveyed as provided herein.

1.16 "Design Guidelines" shall mean and refer to the design and construction guidelines and application and review procedures applicable to all or any portion of the Property promulgated and administered pursuant to Article XI herein.

1.17 "Developed Lots" shall mean and refer to those Lots for which a certificate of occupancy or occupancy use permit has been issued.

1.18 "Dwelling" shall mean and refer a home, approved by the ARC as set forth in Section 11.2 herein (or, if no ARC exists, the Board of Directors), that has been or will be constructed upon a Lot regardless of whether such home is or shall be occupied by an Owner, defined herein, as a principal residence.

1.19 "Exclusive Common Areas" shall have the meaning set forth in Section 2.2 herein.

1.20 "Lot" shall mean a portion of the Property, whether developed or undeveloped, intended for development, use, and occupancy as an attached or detached Dwelling for a single

family. Unless otherwise specified, the term Lot shall include within its meaning (by way of illustration, but not limitation) townhouse units, condominiums, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, all as may be developed, used, and defined as herein provided or as provided in Supplemental Declarations covering all or a part of the Property. The term shall include all portions of the lot owned as well as any structure thereon.

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 Lots designated for residential use for such parcel on a site plan approved by Declarant, until such time as a certificate of occupancy is issued on all or a portion thereof by the local governmental entity having jurisdiction. After issuance of a certificate of occupancy on any portion thereof, the portion designated in the certificate of occupancy shall constitute a separate Lot or Lots as determined above and the number of Lots on the remaining land, if any, shall continue to be determined in accordance with this Section.

1.21 "Majority" shall mean and refer to the number greater than half of any total.

1.22 "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

1.23 "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

1.24 "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

1.25 "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

1.26 "Neighborhood" shall mean and refer to each separately developed residential area within the Property, which is governed by a Neighborhood Association, or Neighborhood Committee, in which the Owners of Lots may have common interests other than those common to all Members of the Association. For example, and by way of illustration and not limitation, each single-family or cluster home development may constitute a separate Neighborhood, or a Neighborhood may be comprised of more than one (1) use or housing type with other features in common. It shall not be necessary for any Neighborhood to be governed by a Neighborhood Association, except as required by law. Neighborhoods may be divided or combined in accordance with Section 3.3 herein.

1.27. "Neighborhood Assessment" shall mean and refer to any assessment levied against the Lots in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses.

1.28. "Neighborhood Association" shall mean and refer to any other owners association having concurrent jurisdiction with the Association over any Neighborhood.

1.29 "Neighborhood ARC" shall have the meaning set forth in Section 11.2 herein.

1.30 "Neighborhood Committee" shall mean and refer to a committee for a Neighborhood, which has no formal organizational structure or association.

1.31 "Neighborhood Design Guidelines" shall have the meaning set forth in Section 11.2 herein.

1.32 "Neighborhood Expenses" shall mean and refer to the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Lots within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, as the Board may specifically authorize from time to time and as may be authorized herein or in Supplemental Declarations applicable to such Neighborhood.

1.33 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding:

- (a) those having such interest merely as security for the performance of an obligation, and
- (b) Declarant, except as provided in Section 3.2(b).

1.34 "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

1.35 "Property" shall mean and refer to the real property described on Exhibit A as such exhibit may be amended or supplemented from time to time to reflect any additions or removal of property in accordance with Article VIII herein.

1.36 "Special Assessment" shall mean and refer to assessments levied in accordance with Section 10.4 of this Declaration.

1.37 "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed or consented to by Declarant which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or designates a Neighborhood. The term also shall refer to the instrument recorded by the Declarant pursuant to Section 8.1 of this Declaration to subject additional property to this Declaration.

1.38 "Undeveloped Lots" shall mean and refer to those Lots for which a certificate of occupancy or an occupancy use permit has not yet been issued.

1.39 "Voting Representative" shall mean and refer to the representative selected by the members of each Neighborhood to be responsible for casting all votes attributable to Lots in the Neighborhood on all matters requiring a vote, unless otherwise specifically provided in this

Declaration or the Bylaws. The Voting Representative from each Neighborhood shall be the senior elected officer (e.g., Neighborhood Committee chairman or Neighborhood Association president) from that Neighborhood; the alternate Voting Representative shall be the next most senior officer.

**Article II**  
**Property Rights**

2.1. General. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to:

- (a) this Declaration, and any restrictions or limitations contained in any deed conveying such property to the Association;
- (b) the right of the Board to adopt other rules regulating the use and enjoyment of the Common Area, including limiting the number of guests who may use the Common Area;
- (c) the right of the Board to suspend the right of an owner to use recreational facilities with the Common Area (i) for any period during which any charge which is sixty (60) days past due against such Owner's Lot remains delinquent, and (ii) for a period not to exceed sixty (60) days for a single violation or for a longer period in the case of any continuing violation, of the Declaration, Bylaws or rules of the Association, after notice and a hearing pursuant to the Bylaws;
- (d) the right of Declarant to dedicate or transfer all or any part of the Common Area pursuant to Article VIII hereof;
- (e) the right of the Board to impose reasonable membership requirements and charge reasonable admission or other fees for the use of any recreational facility situated upon the Common Area;
- (f) the right of the Board to permit nonmember use of any recreational facility situated on the Common Area upon payment of use fees, if any, established by the Board;

Any owner may delegate 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 and in accordance with procedures it may adopt. An Owner who leases his or her Lot shall be deemed to have delegated all such rights to the Lot's lessee.

In addition, every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to, over and across any private streets and roads within the Property.

2.2. Exclusive Common Areas. Certain portions of the Common Area may be designated as Exclusive Common Areas and reserved for the exclusive use or primary benefit of Owners and occupants of specified Lots or Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, gates, private streets,

landscaped medians and cul-de-sacs, ponds, and other portions of the Common Area within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed against the Owners of Lots to which the Exclusive Common Areas are assigned either as a Neighborhood Assessment or as a Special Assessment, as applicable.

2.3. Power of Attorney. By accepting a deed for a Lot, each Owner hereby appoints Declarant or its agent to act as Owner's true and lawful attorney-in-fact for and in Owner's name, place and stead with full power and authority to seek rezoning, proffer amendments, development agreement amendments, planned unit development approvals, conditional use permits, exemptions, waivers, variances, special exceptions or change of conditions of my above described property and to set forth and negotiate conditions and proffers including any additions, amendments, modifications or deletions thereto that in Declarant's discretion are deemed reasonable, appropriate and necessary. This power of attorney shall be coupled with an appointment, coupled with an interest, and shall be irrevocable. This power of attorney shall not terminate on the disability of Owner or be in any way affected by the disability of Owner. This power of attorney shall automatically terminate when Declarant no longer owns any portion of the Property or Additional Land.

**Article III**  
**Membership and Voting Rights**

3.1 Membership. Each Owner, Neighborhood Association, Neighborhood Committee and the Declarant shall have a membership in the Association. The rights and privileges of membership may be exercised by a Member subject to the provisions of this Declaration and the Bylaws. The membership rights shall be exercised by the individual designated from time to time by the Neighborhood Association or Neighborhood Committee in a written instrument provided to the secretary of the Association, called the Voting Representative.

3.2 Voting. The Association shall have two classes of membership, Class "A" and Class "B".

(a) Class "A". Class "A" Members shall be Neighborhood Associations and Neighborhood Committees. Each Class "A" Member shall be entitled to one (1) vote per Lot contained in its Neighborhood. Unless otherwise specified in this Declaration or the Bylaws, the votes for each Class "A" Member shall be exercised by the Voting Representative for that Neighborhood Association or Neighborhood Committee in the manner provided by the governing documents for the Neighborhood Association or in the manner determined by the Neighborhood Committee.

(b) Class "B". The Class "B" Member shall be the Declarant. The Class "B" Member shall be entitled to appoint a Majority of the members of the Board of Directors during the Class "B" Control Period, as specified in the Bylaws. During the Class "B" Control Period, the Class "B" Member shall have the right to disapprove actions of the Board of Directors and any committee as provided in the Bylaws.



The Class "B" membership shall terminate and be converted to Class "A" membership on the happening of either of the following events, whichever occurs sooner:

- (i) two (2) years after Declarant no longer owns any of the Development Property or any of the Additional Property; or
- (ii) when, in its discretion, this Declaration so determines as evidenced by a written instrument executed by Declarant and recorded in the Clerk's Office.

3.3 Neighborhoods.

(a) Declarant's Rights. Declarant reserves the right to determine the boundaries of each Neighborhood and the Neighborhood in which each Lot is located. Declarant may establish Neighborhoods within the Property by a Supplemental Declaration. So long as it owns any portion of the Property or Additional Land, Declarant may unilaterally amend this Declaration or any Supplemental Declaration from time to time to assign property to a specific Neighborhood, to redesignate Neighborhood boundaries, or to remove property from a specific Neighborhood.

(b) Neighborhoods. Lots within a particular Neighborhood may be subject to additional covenants and/or the Owners may all be members of a "Neighborhood Association" in addition to the Association, but no such Neighborhood Association shall be required except as required by law. Any Neighborhood which does not have a Neighborhood Association shall elect a Neighborhood Committee to represent the interests of Owners of Units in such Neighborhood.

Any Neighborhood may request that the Association provide a higher level of service or special services for the benefit of Lots in such Neighborhood and, upon the affirmative vote, written consent, or a combination thereof, of Owners of a Majority of the Lots within the Neighborhood, the Association may, in its sole discretion, 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 Lot to all Neighborhoods receiving the same service), shall be assessed against the Lots within such Neighborhood as a Neighborhood Assessment.

(c) Division of Neighborhoods. The Owner(s) of a Majority of the total number of Lots within any Neighborhood may at any time petition the Board of Directors to divide the property comprising the Neighborhood into two (2) or more Neighborhoods. Such petition shall be in writing and shall include a survey of the entire parcel which indicates the proposed boundaries of the new Neighborhoods or otherwise identifies the Lots to be included within the proposed Neighborhoods. Such petition shall be deemed granted thirty (30) days following the filing of all required documents with the Board unless the Board of Directors denies such application in writing within such thirty (30) day period. The Board may deny an application only upon determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Association.

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(d) Neighborhood Committee. There shall be a Neighborhood Committee for each Neighborhood which has no formal organizational structure or association. Such Neighborhood Committees shall consist of two (2) members; provided, however, by vote of at least fifty-one percent (51%) of the Owners within the Neighborhood, this number may be increased to five (5).

The members of each Neighborhood Committee, to include the chairman of the Neighborhood Committee (who shall serve as the Voting Representative for the Neighborhood) shall be elected by vote of the Owners of Lots within that Neighborhood at an annual meeting of such Owners. The first annual meeting shall be called within sixty (60) days after conveyance of twenty-five percent (25%) of the Lots in the Neighborhood to persons other than a Builder or other developer. The Owners of Lots within the Neighborhood holding at least twenty-five percent (25%) of the total votes of the Lots in the Neighborhood, represented in person or by proxy, shall constitute a quorum at any meeting of the Neighborhood. The Owners of the Lots within a Neighborhood shall have the number of votes assigned to their Lots in the Neighborhood Declaration. Neighborhood Committee members shall be elected for a term of one (1) year until their successors are elected. A list of Neighborhood Committee members, to include the Neighborhood Committee chairman who shall serve as the Neighborhood's Voting Representative, shall be provided to the Board of Directors prior to January 1 of each year. If the Neighborhood fails to elect or appoint a Neighborhood Committee, or if the Neighborhood Committee fails to appoint or elect a chairman, the Board shall appoint the Neighborhood Committee and/or chairman, as applicable. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Neighborhood Committee. It shall be the responsibility of the Neighborhood Committee to determine the nature and extent of the 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 these Protective Covenants. A Neighborhood Committee may advise the Board of Directors on any other issue, but shall not have the authority to bind the Board of Directors.

#### **Article IV** **Maintenance**

##### **4.1 Association Responsibility.**

(a) The Association shall maintain and keep in good repair the Area of Common Responsibility. The Area of Common Responsibility shall include, but need not be limited to:

- (i) All Common Area;
- (ii) All landscaping and other flora, parks, ponds, trails, structures, and improvements, including any entry features, gates, private streets, parking areas and recreational facilities situated upon the Common Area;
- (iii) All furnishings, equipment and other personal property of the Association;

- (iv) Any street trees, landscaping and other flora, buffers, trails, entry features, gates, structures and improvements within public rights-of-way within or abutting the Property or upon such other public land adjacent to or in the vicinity of the Property as deemed necessary in the discretion of the Board;
- (v) Such additional portions of any property owned and/or controlled by the Declarant or Association and included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association; and
- (vi) Any property and facilities owned and/or controlled by the 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 the 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, as a Common Expense, maintain other property and improvements which it does not own, including, without limitation, property dedicated to the public, or provide maintenance or services related to such property over and above the level being provided by the property owner, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(b) 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 sole discretion of the Board, to perform required maintenance or repairs, unless Members holding sixty-seven percent (67%) of the total Class "A" votes (and, if during the Class "B" Control period, with the consent of Declarant), agree in writing to discontinue such operation.

(c) The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (i) such maintenance responsibility is otherwise assumed by or assigned to an Owner or a Neighborhood Association or Neighborhood Committee, or (ii) such property is dedicated to any local, state, or federal government or quasi-governmental entity; provided however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means during the Class "B" Control Period except with the written consent of the Declarant.

(d) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots as part of the Base Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, any recorded covenants, or any agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Lots within the Neighborhood(s) to which the Exclusive Common Areas are assigned, or a specific assessment against the particular Lots to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

(e) The Association may mow and maintain each unimproved Lot.

4.2 Owner's Responsibility. Except as may be provided by another association, each Owner shall maintain his or her Lot and all structures, driveways and other improvements comprising the Lot.

All maintenance required by this Section 4.2 shall be performed in a manner consistent with the Community-Wide Standard, Design Guidelines, and all applicable covenants. In addition to any other enforcement rights available to the Association, if any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Lot and the Owner thereof in accordance with Article X herein; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

#### **Article V** **Insurance and Casualty Losses**

5.1 "All-Risk" Property Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Area of Common Responsibility. If blanket "all-risk" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

5.2 Public Liability Policy. The Board shall also obtain a public liability policy covering the Area of Common Responsibility, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, employees or agents, or any other person who has a right to occupy a Lot. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) per occurrence limit as respects bodily injury and property damage, a Three Million Dollar (\$3,000,000.00) aggregate limit for the policy

period limit per occurrence, if reasonably available, and a Five Hundred Thousand Dollar (\$500,000.00) minimum property damage limit.

5.3 Premiums. Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses, subject to any other covenants or agreements relating thereto. Such premiums shall be included in the Base Assessment.

5.4 Reasonable Deductibles. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

5.5 General Provisions. All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in subsection (b) below. Such insurance shall be governed by the following provisions:

(a) All policies shall be written with a company authorized to do business in Virginia which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available.

(b) All insurance on the Area of Common Responsibility shall be for the benefit of the Association and its Members and shall be written in the name of the Association.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(e) The Association's Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, officers, employees and manager, the Owners and occupants of Lots, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be cancelled, invalidated, suspended, or subject to nonrenewal on account of any one or more individual Owners;

(iv) a statement that no policy may be cancelled, invalidated, suspended, or subject to nonrenewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) a statement that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, and flood insurance, if reasonably available.

5.6 Individual Insurance. Each Owner shall maintain property insurance with extended coverage endorsements (or more extensive coverage) covering the improvements on the Lot owned by him and/or her, commonly known as homeowners' insurance.

Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Section 11.1 of this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct in which case the owner shall clear the Lot of all debris and ruins and thereafter the owner shall maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

5.7 Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage or destruction to the Area of Common Responsibility shall be repaired or reconstructed unless: (i) before the expiration of the Class "B" Control Period, Declarant decides not to repair or reconstruct; or (ii) after the expiration of the Class "B" Control Period, Members representing at least sixty-seven percent (67%) of the total Class "A" vote of the Association decide within sixty (60) days after the casualty not to repair or reconstruct.

If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Area of Common Responsibility shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Area of Common Responsibility shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the, affected portion of the Property shall be cleared of all debris and ruins and maintained by the Association, as applicable, in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

5.8 Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.

5.9 Repair and Reconstruction. If the damage or destruction to the Area of Common Responsibility for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Voting Representatives, levy a Special Assessment against those Owners of Lots responsible for the premiums for the applicable insurance coverage under Sections 5.1 or 5.2. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

**Article VI**  
**No Partition**

Except as is permitted in the Declaration or amendments thereto, there shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any

interest in the Property or any part thereof seek any judicial partition unless the Property has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

**Article VII**  
**Condemnation**

7.1 General Provisions. Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by (i) Declarant before the expiration of the Class "B: Control Period or (ii) the Board acting on the vote of Members representing at least sixty-seven percent (67%) of the total Class "A" vote in the Association after the expiration of the Class "B" Control Period) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

(a) If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking, Declarant decides (before the expiration of the Class "B" Control Period) or, if after the expiration of the Class "B" Control Period, Members representing at least sixty-seven percent (67%) of the total Class "A" votes of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available, in accordance with plans approved by the Board of Directors. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply.

(b) If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

**Article VIII**  
**Annexation of Additional Property**

8.1 Annexation Without Approval of Class "A" Membership. Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all of the Additional Land has been subjected to this Declaration or December 31, 2030, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the Additional Land.

Any such annexation shall be effective upon the filing for record of a Supplemental Declaration unless otherwise provided therein. Such Supplemental Declaration shall not require the consent of Members but shall require the consent of the owner of such property, if other than Declarant. Declarant shall have the unilateral right to transfer to any other Person the right,



privilege, and option to annex Additional Land which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the Additional Land and that such transfer is memorialized in a written, recorded instrument executed by Declarant.

8.2 Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the Property or the Additional Land which upon conveyance or dedication to the Association, by or with the consent of Declarant, shall be deemed accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

8.3 Relocation, Amendment and Termination of Common Area. Declarant may amend, relocate and terminate the Association's interest in any Common Area by recording a Supplemental Declaration in the Clerk's Office bearing the signature of Declarant.

8.4 Withdrawal of Property. Declarant reserves the right to amend this Declaration at any time so long as it holds an unexpired option to expand the community pursuant to this Article, without prior notice and without the consent of any other Person, for the purpose of removing certain portions of the Property then owned by Declarant, its affiliates, or the Association from the provisions of this Declaration; provided such withdrawal is not unequivocally contrary to the overall uniform scheme of development for the Property.

8.5 Additional Covenants. Declarant may subject any portion of the property submitted to this Declaration initially or by Supplemental Declaration to additional covenants. Such additional covenants shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the Owner(s), if other than Declarant.

## **Article IX**

### **Rights and Obligations of the Association**

9.1 Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Property conveyed to it by or with the consent of Declarant.

9.2 Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions for violations of this Declaration, the Articles of Incorporation, the Bylaws, or rules and regulations of the Association may include reasonable monetary fines and suspension of the right to vote and the right to use any recreational facilities in the Common Area. In addition, the Association, in accordance with the Bylaws, shall have the right to exercise self-help to cure violations, and shall be entitled to suspend any services provided by the Association to any Owner or such Owner's Lot in the event that such Owner is more than sixty (60) days delinquent in paying any assessment or other charge due to the Association. The Board also shall have the

power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association.

9.3 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

9.4 Governmental Interests. The Association may designate sites within the Property, which may include Common Area owned by the Association, for fire, police, water, and sewer facilities, public schools and parks, and other public facilities.

9.5 Powers of the Association with Respect to Neighborhoods. The Association shall have the power to veto any action taken or contemplated to be taken by a Neighborhood Association or Neighborhood Committee which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association also shall have the power to require specific action to be taken by any Neighborhood Association or Neighborhood Committee in connection with its obligations and responsibilities hereunder or under any other covenants affecting the Property. Without limiting the generality of the foregoing, the Association may require specific maintenance or repairs or aesthetic changes to be effectuated by the Neighborhood Association or Neighborhood Committee, may require that a proposed budget include certain items and that expenditures be made therefor, and may veto or cancel any contract providing for maintenance, repair, or replacement of the property governed by such Neighborhood Association or Neighborhood Committee.

Any action required by the Association in a written notice pursuant to the foregoing paragraph to be taken by a Neighborhood Association or Neighborhood Committee shall be taken within the time frame set by the Association in such written notice, which time frame shall be reasonable. If the Neighborhood Association or Neighborhood Committee fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the Neighborhood Association or Neighborhood Committee. To cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Association, the Association shall assess the Lots in such Neighborhood for their pro rata share of any expenses incurred by the Association in taking such action in the manner provided in Article X herein.

#### **Article X** **Assessments**

10.1 Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in this Article. There shall be two (2) types of assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association; and (b) Special Assessments as described in Section 10.4 herein. Each

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Owner, by acceptance of a deed or recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay these assessments.

10.2 Base Assessments. Base Assessments shall be levied equally among each class of Lots. Each Owner of a Developed Lot covenants and agrees to pay one hundred percent (100%) of the Base Assessment. Each Owner of an Undeveloped Lot covenants and agrees to pay one hundred percent (100%) of the Base Assessment, provided that, each Owner of an Undeveloped Lot shall not be required to pay any Base Assessment for the period commencing on the date the Owner acquires title to the Undeveloped Lot, as evidenced by recordation of the deed for the Lot in the Clerk's Office, until the first day of the sixth (6th) calendar month following the date that the Owner acquired title to the Undeveloped Lot

Base Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors and, if the Board so elects, assessments may be paid in two (2) or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year.

10.3 Computation of Base Assessment.

(a) It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared, as provided in Section 10.5 herein.

(b) The Base Assessments to be levied against each Lot for the coming year shall be set at a level which is reasonably expected to produce total income to the Association equal to the total budgeted Common Expenses, including reserves.

(c) The budget may include, by way of example and without limitation or restrictions, expenses for the following:

- (i) Administration and management of the Association;
- (ii) Maintenance, repair and improvement;
- (iii) Taxes;
- (iv) Legal and accounting expenses;
- (v) Road Maintenance. Maintenance of any private roadways and driveways within the Property and certain public areas such as landscaping and signage within the rights-of-way of any public streets within the Property;
- (vi) Common Area/Common Area Improvements/Area of Common Responsibility Maintenance. Maintenance and preservation of the

Common Area, Common Area Improvements and Area of Common Responsibility;

- (vii) Equipment Taxes. Payment of any real and personal property taxes and other charges assessed against the Common Area and against the equipment and other personal property which may be owned by the Association;
- (viii) Employer Costs. Payment of salaries and benefits of all employees in connection with carrying out the Association's duties, responsibilities, and rights under these Protective Covenants; and
- (ix) Insurance. Maintenance of a policy or policies of insurance insuring the Association and its employees, agents, and others (as determined by the Board of Directors in their sole discretion) with respect to the Association as required by these Protective Covenants;
- (x) Such reserves as may be established by the Board of Directors from time to time;
- (xii) Payments to be made pursuant to any cost sharing agreement or arrangement with any other association or Person with respect to recreational facilities, offsite improvements or services.

In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner, his family or guests, or permittees or invitees, the cost of such maintenance, repairs or replacement shall be added to and become part of the assessment to which the Lot is subject.

(d) So long as Declarant has the right unilaterally to annex Additional Land pursuant to Article VIII hereof, Declarant may elect on an annual basis, but shall not be obligated, to reduce the resulting Base Assessments for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 10.12 herein); provided, any such subsidy shall be conspicuously disclosed as a line item in the income portion of the Common Expense budget thereby. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years.

(e) The Board shall cause a copy of the Common Expense budget and notice of the amount of the Base Assessment to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved at a meeting of the Members by Members representing at least a Majority of the total Class "A" vote in the Association, and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings as set forth in the Bylaws.

(f) Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

10.4 Special Assessments. The Association may levy Special Assessments from time to time provided such assessment receives the written consent of the Class "B" Member, if such then exists. Special Assessments levied against the entire membership shall be allocated to the Lots equally. Special Assessments pursuant to this paragraph 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, if the Board so determines. Notwithstanding the above, any Special Assessments, the payment of which exceeds ten percent (10%) of the Base Assessment for the year in which the Special Assessment is levied, whether singularly or when combined with prior special Assessments in the same fiscal year, must have the consent of more than two-thirds (2/3) of the votes entitled to be cast by all of the Class "A" Members of the Association, along with the written consent of the Class "B" Member, if such then exists. Members of the Board shall be indemnified and shall be held harmless against any and all liabilities and losses that occur in the event that the voting Members do not approve the levy of a Special Assessment.

10.5 Capitalization of Association. Upon acquisition of record title to a Lot by the first purchaser thereof, other than Declarant and Builder, and by each purchaser thereafter, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount of Three Hundred Fifty Dollars (\$350.00) for the calendar year 2007 ("Capitalization Fee"). The Capitalization Fee shall not increase by more than five percent (5%) per calendar year, as determined by the Board. This amount shall be in addition to, not in lieu of, the annual Base Assessment levied on the Lot and shall not be considered an advance payment of any portion thereof. 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 terms of this Declaration and the Bylaws.

10.6 Reserve Budget and Capital Contribution. The Board of Directors shall annually prepare a reserve budget to take into account the number and nature of replacement assets, the expected life of each asset, and the expected repair or replacement. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of assessments, as provided in this Article.

10.7 Certificate of Payment. The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment to the Association of any assessments therein stated to have been paid. The Association may require the advance payment of a reasonable

processing fee which initially shall be Twenty-five dollars (\$25.00), subject to adjustment by the Board for the issuance of such certificate.

10.8 No Waiver of or Exemption from Assessments. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

10.9 Reimbursement for Violations. The Association may levy assessments against any Member individually and against such Member's Lot to reimburse the Association for costs incurred in bringing a Member and his Lot into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, or the Association rules, which assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

10.10 Non-Payment and Remedies. Any assessment not paid within five (5) days after the due date shall be subject to a late fee, as established from time to time by the Board of Directors. All assessments, together with interest (at a rate equal to the greater of twelve percent (12%) per annum, or the legal rate of interest as defined in Section 6.1-330.53 of the Code of Virginia, as the same may be amended from time to time) as computed from the date of delinquency first occurs, late charges, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made until paid. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose, and, in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title. The Board may accelerate any assessment, if not paid as provided in this Section.

10.11 Lien for Assessment.

(a) Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

(b) Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure in accordance with Virginia law.

(c) The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot 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 Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

10.12 Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Virginia law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien for real estate taxes and any first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquirer, its successors and assigns.

10.13 Rights of Declarant.

(a) During the Class "B" Control Period, Declarant may: (i) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of Declarant; (ii) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local area of the Property; or (iii) cause the Association to retroactively assume any promissory note or other lien entered into by Declarant and incurred in association with the Property. 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.

(b) The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses.

10.14 Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments and Special Assessments:

- (a) all Area of Common Responsibility and any area designated as common area under the recorded declaration of a Neighborhood;
- (b) all property dedicated to and accepted by any governmental authority or public utility, including without limitation, public schools, public streets, and public parks, if any; and
- (c) any Lots owned by Declarant.

**Article XI**  
**Architectural Standards**

11.1 Approval Required. No structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the ARC having jurisdiction has been obtained pursuant to this Article. The Board of Directors may establish reasonable fees to be charged by the committees on behalf of the Association for review of applications hereunder and may require such fees to be paid in full prior to review of any application.

All Dwellings constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications of an architect or building designer.

This Article shall not apply to the activities of any Declarant, nor to construction or improvements or modifications to the Area of Common Responsibility by or on behalf of the Association.

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the ARCs. This Article may not be amended during the Class "B" Control Period without the written consent of Declarant.

11.2 Architectural Review Committees.

(a) The Architectural Review Committee ("ARC"), consisting of between one (1) and five (5) persons, shall have exclusive jurisdiction over all construction and modifications on any portion of the Property. Declarant retains the right to appoint all members of the ARC which may consist of one or more Persons, who shall serve at the Declarant's discretion until (i) one hundred percent (100%) of the Properties have been developed and conveyed to Owners other than Builders and the Declarant and (ii) initial construction on each Lot has been completed in accordance with the plans and designs approved by the ARC. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant.



Upon the expiration or surrender of such right, the Board shall appoint the members of the ARC, who shall thereafter serve and may be removed in the Board's discretion. The ARC may have primary jurisdiction over all construction, modifications, additions and alterations on any Lot, or may delegate this authority to the respective Neighborhood ARCs.

(b) The ARC may prepare and, on behalf of the Board, promulgate design and development guidelines governing construction within the Property, which shall include application and review procedures to be followed in submitting an application for approval hereunder ("Design Guidelines"). The ARC shall have sole and full authority to modify and to amend the Design Guidelines from time to time without the consent of any Owner, Neighborhood Association, or Neighborhood Committee.

(c) Each Neighborhood may have a Neighborhood ARC. Existing Neighborhood ARCs shall have jurisdiction over all construction, modifications, additions and alterations on any Lot in their specific Neighborhoods (subject to Declarant or the ARC's approval or compliance with the Design Guidelines, if any are promulgated). Each Neighborhood ARC shall prepare and shall promulgate design and development guidelines ("Neighborhood Design Guidelines") governing construction within the Neighborhood, which shall be submitted to Declarant or the ARC for its review and approval. If the Declarant or ARC has not approved or disapproved such plans and specifications within forty-five (45) days after it has received all plans and data regarding the plans and designs and such other information as may from time to time be required by the Declarant or ARC, the Owner submitting the plans shall provide the Declarant or ARC further written notice to the Declarant or ARC of its failure to respond. If the Declarant or ARC has not approved or disapproved the plans within fifteen (15) days of the date the written notice was sent to the Declarant or ARC, the plans shall be deemed approved.

Each Neighborhood ARC may amend the Neighborhood Design Guidelines applicable to its Neighborhood from time to time without the consent of any Owner. The ARC for each Neighborhood shall make its Neighborhood Design Guidelines available to Owners, Builders, and developers who seek to engage in development of or construction upon all or any Lot in the Neighborhood and such Owners, builders and developers shall conduct their operations strictly in accordance therewith.

(d) Nothing contained herein shall be construed to limit the right of an Owner to alter, paint, or remodel the interior of any structure within his or her Lot, provided that modifications or alterations to the interior of screened porches, patios, and similar portions of a Lot visible from outside the Lot shall be subject to approval.

(e) Declarant shall not be bound by any provision in the Neighborhood Design Guidelines that establishes a minimum square footage for Dwellings.

11.3 No Waiver of Future Approvals. The approval by an ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of an ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and

specifications, drawings, or matters whatsoever subsequently or additionally submitted for approval or consent.

11.4 Variance. An ARC 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. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop an ARC 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.

11.5 Compliance With Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by an ARC may be excluded by the Board from the Property without liability to any person, subject to the notice and hearing procedures contained in the Bylaws.

11.6 No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and an ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Association, the Board of Directors, any committee, member, employee, agent or officer of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

## **Article XII** **Use Restrictions**

The Property shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for Declarant or the Association, as may more particularly be set forth in this Declaration and amendments hereto). The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Property, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all owners, occupants, invitees and licensees, if any, until and unless overruled, cancelled or modified in a regular or special meeting of the Association by the vote of Voting Representatives representing a Majority of the total Class "A" votes in the Association and by the Class "B" Member, so long as such membership shall exist.

12.1 Owner's Duty to Maintain. Each Owner covenants to the Declarant, the Association, and to every other Owner to maintain the Lot of the Owner in an attractive, neat,

sightly, and first-class appearance and condition. An Owner shall maintain any Owner installed improvement for which the Owner is responsible.

12.2 Trash. No Lot, vacant or not vacant, shall be used or maintained as a dumping ground for rubbish. The Owner of each Lot shall, during and after completion of construction, at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, and wholesome condition and shall remove at his, her, or its own expense any rubbish of any character whatsoever which may accumulate on his, her, or its Lot. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers, all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and shall be placed and kept inside the garage of the Lot building. No such container or any other trash or debris shall be placed at the curb or elsewhere in any front yard for purposes other than pick-up. Where the property line of any Lot abuts a street right-of-way, the obligations imposed hereunder shall extend to the edge of the street pavement.

12.3 Tree Removal. Topographic and vegetation characteristics of Lots shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the ARC. No trees measuring four (4) inches or more in diameter at a point one (1) foot above ground level, flowering trees, shrubs or evergreens, on any Lot or the Common Area, may be removed without written approval of the ARC, unless located within ten (10) feet of a Dwelling, or within the right-of-way of driveways and walkways. Exceptions will be made for trees which must be removed because of an emergency or which are determined to be dead or diseased.

12.4 Underground Utility Lines. All television, electrical, telephone, gas, water and sewer utility service lines and connections, including wires, cables, pipes, and mains which are installed to serve any Lot or the Common Area or are connected with any improvement thereon, shall be installed underground in conformity with the specifications of or approved by the utility company involved and the Federal Communications Commission. No such lines or connections shall be permitted on or above the ground.

12.5 Motor Vehicles.

(a) Commercial vehicles (weighing in excess of 3.75 tons when empty), vehicles primarily used or designated for commercial purposes, tractors, mobile homes, buses, vehicles used primarily for recreational purposes, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall not be parked on any street or in a front yard, but shall be parked only in enclosed garages or in other areas designated by the Board of Directors. Stored vehicles which are either obviously inoperable or do not have current operating licenses, license plates or permits, shall not be permitted on the Property except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked on the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area. No motorized vehicles may be used or maintained on the yards or sidewalks or any Lot.

(b) The Board of Directors shall have the right, subject only to applicable law, to tow any vehicle(s), the keeping or-parking of which in such areas violates this Declaration, upon forty-eight (48) hours notice. No inoperable vehicle or other vehicle on which current registration plates are not displayed shall be kept within any Lot or on any part of the Common Area or roadways unless inside an approved enclosed outbuilding, if allowed.

12.6 Antennas. No satellite dish, television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure on any Lot except as follows:

(a) No satellite dish in excess of one meter in diameter will be allowed on any Lot.

(b) The preferred location and installation for a component will be in the rear of the Dwelling on the Lot or in the rear portion of the Lot so as not to be seen from the street. If these preferred locations preclude an acceptable quality of reception of any Lot, then the Owner will notify the Association in writing, through its Board of Directors, of such concern before installation. Notification must include the appropriate documentation related to preclusion of reception and identify other locations on the Lot upon which the owner wishes to locate and install the component.

(c) A component will be reasonably screened from view from any other Lot, Common Area or public road.

(d) A component will be painted in a fashion that will not interfere with reception but will blend into the background against which it is mounted.

Note: Owner is responsible for any damage and maintenance caused by installation of an approved antenna.

12.6 Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance, public or private, to the neighborhood, or which shall in any way interfere with the quiet enjoyment of any Owner. This shall not preclude occasional Association sponsored social or recreational events.

12.7 Inspections. During reasonable hours, the Declarant, any member of the ARC, a member of the Board of Directors of the Association, or any other agent or representative or any of them, shall have the right, after reasonable notice in writing (unless in the event of an emergency in which event no notice is required), to enter upon and inspect any Lot for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

12.8 General Standards.

(a) Nuisance Uses. No Lot shall be used except for residential purposes. No use shall be made of any Lot which will depreciate or adversely affect the value of the surrounding

Lots or of the neighborhood as first class residential property, except that a professional office may be maintained in a Dwelling provided that:

- (i) such maintenance and use is limited to the person actually residing in the Dwelling;
- (ii) such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation; and,
- (iii) such maintenance and use has been approved by the Board or ARC. As used in this Section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics.

Except as may be permitted by the foregoing, no Lot shall ever be used or caused or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes.

(b) Exceptions. Nothing contained in this Article shall limit the Association's use of the Property. Nothing contained in this Article shall prohibit a Builder or developer who owns or leases Lots from constructing a model home, engaging in commercial activities in association with the selling or leasing of Lots, or using Lots for storage during construction of improvements.

12.9 Temporary Dwellings. No structures of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding, shall be used on any Lot at any time as a Dwelling, either temporarily or permanently.

12.10 Construction Schedule. After commencement of construction of any improvements, the work thereon shall be diligently and continuously prosecuted, to the end that the improvements shall not remain in a partially finished condition any longer than reasonably necessary for completion thereof. Once commencement of construction of any improvements occurs, the Owner of the Lot on which such construction is taking place will diligently and continuously prosecute the completion of such improvements and will not allow such construction to be discontinued for a period longer than thirty (30) days without the prior written consent of Declarant or the ARC. In the event construction is discontinued due to strike(s) or labor dispute(s), inability to obtain labor or materials, sudden and unforeseen events, government restrictions or other reasons beyond the control of the Owner, the prohibition shall not apply so long as the Owner notifies Declarant or the ARC of the reason for the discontinuance, the steps being taken to correct the reason for the discontinuance and the anticipated amount of time before construction will continue, and such notice is updated every thirty (30) days.

12.11 Construction Debris. The Owner of a Lot, or part thereof, shall at all times keep contiguous public and private streets and street rights-of-way free from any dirt, mud, garbage, trash and other debris which is occasioned by construction of improvements on the Lot.

12.12 Signs. Only one (1) sign relating to real estate sales and rental of the Lot shall be permitted at any time. No sign may exceed three (3) feet in width or height. A professional sign company must prepare any sign. This Section shall not apply to signs installed or erected by Declarant or with Declarant's written approval, which may be withheld or granted in its sole discretion.

12.13 Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except a dog, a cat and/or other household pet, or combination thereof, may be kept on a Lot provided that they are not kept, bred or maintained for any commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on the Lot which result in any annoyance or are obnoxious to other Dwellings in the vicinity, and each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees and invitees, and to the Association, for any and all damage to person or property caused by any pets brought upon or kept upon the Lots, the Common Area or any other part of the Property by any Owner or by members of the family, guests, permittees or invitees of an Owner. No Owner shall permit any pet to be let out of that Owner's Dwelling except for on a temporary "as needed" basis. Any Owner keeping an animal on a Lot will comply with all requirements of law applicable to such animal.

12.14 HVAC and Other Mechanical Equipment. All HVAC and other mechanical equipment and fixtures, when located in the front or side of a Dwelling, shall be screened from view from public and private rights-of-way and adjacent Lots within the Property.

12.15 Lease Agreement. Any lease agreement between an Owner and a lessee shall be subject in all respects to the provisions of this Declaration, the Bylaws of the Association, and rules and regulations adopted by the Board of Directors, and any failure by the lessee to comply with the terms of such documents shall be a default under the lease, and a default under this Declaration by the Owner. All such leases shall be in writing and shall be for no shorter period of time than twelve (12) months.

12.16 Application of Restrictions. None of the foregoing restrictions in this Article shall be applicable to the activities of:

- (a) Declarant, its officers, employees, agents or assigns, in their development, marketing and sale of Lots or other parcels within the Property; or
- (b) To the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Areas.

### **Article XIII** **General Provisions**

13.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed or approved by the Owners representing of at least two-thirds (2/3) of the

votes in attendance at a duly called meeting of the Association at which a quorum is present has been recorded, agreeing to change this Declaration in whole or in part.

13.2 Amendment. So long as it still owns any portion of the Property or Additional Land, Declarant may unilaterally amend this Declaration by Supplemental Declaration for any purpose. Thereafter and otherwise, this Declaration may be amended by an instrument approved in writing by at least two thirds (2/3) of the Class "A" votes; provided, however, that no approval of the Owners shall be required (i) to effect the annexation of Additional Land by Declarant pursuant to Section 8.1 hereof; or (ii) to effect the withdrawal of any portion of the Property by Declarant pursuant to Section 8.4 hereof; or (iii) to make any technical amendment to this Declaration as requested by any government agency, mortgagee or insurer which does not materially or adversely affect the rights of the Owners. Any amendment must be recorded in the Clerk's Office and, if Owner approval is required, must either be signed by the required number of Owners or have appended to it an acknowledged certificate of the secretary of the Association that the amendment has been approved as required hereby.

13.3 Indemnification. The Association shall indemnify every officer, director and committee member as provided in the Articles.

13.4 Easements for Utilities, Etc.

(a) There is hereby reserved unto Declarant, so long as a Declarant owns any Additional Land or any of the Property, the Association, and the designees of each (which may include, without limitation, New Kent County, Virginia, and any utility), blanket easements upon, across, over and under all of the Property for the purpose of installing, replacing, repairing and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of the Property.

(b) Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities or utilities over, under or through any existing Dwelling on a Lot, and any damage to a Lot resulting from the exercise of this easement shall promptly be repaired. The exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry into any Lot shall be made only after reasonable notice to the Owner or occupant thereof.

(c) Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company and natural gas supplier easements across all Lots and the Common Areas for ingress, egress, installation, reading, replacing, repairing and maintaining utility meters and boxes. The exercise of this easement shall not extend to permitting entry into the Dwelling on any Lot. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the

Property, except as may be approved by the Association's Board of Directors or as provided by Declarant.

(d) Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Property.

(e) The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to New Kent County, Virginia, or to any other local, state or federal governmental entity, subject to such approval requirements as may be contained in Article XIV of this Declaration.

13.5 Easement for Overhanging Roofs and Eaves. Each Lot upon which there is a party wall or upon which a wall of a Dwelling is permitted to abut the side boundary line of the Lot and its Owner are hereby declared, by this reservation, to have an easement over each adjoining Lot and the Common Area, as the case may be, for overhanging roofs and eaves attached to improvements on the Lot, provided, however, that such encroachments may not exceed one (1) foot. No such easement shall be created in favor of a Lot if the encroachment occurred due to the willful misconduct of the Lot Owner.

13.6 Easement for Hedges and Fences. Each Lot and its Owner are hereby declared by this reservation to have an easement for encroachments on adjoining Lots or Common Area, as the case may be, due to hedges or fences, if any, (which shall have been previously approved by the ARC, belonging to such Lot, to the extent such hedge or fence encroaches on adjoining Lots or Common Area, provided such encroachments do not exceed one (1) foot or interfere with the use of any improvements on the servient property. No such easement shall be created in favor of an Owner if the encroachment occurred due to the willful misconduct of the Owner.

13.7 Easement for Errant Golf Balls. Every Lot and the Common Area and the common property of any Neighborhood adjacent to neighboring golf course are burdened with an easement permitting golf balls unintentionally to come upon such Common Area, Lots or common property of a Neighborhood and for golfers at reasonable times and in a reasonable manner to come upon the Common Area, common property of a Neighborhood, or the exterior portions of a Lot to retrieve errant golf balls; provided however, if any Lot is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers 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 any activity relating to any errant golf balls or the exercise of this easement: the Declarant, or any successor Declarant; the Association or its Members (in their capacity as such); the owner(s) of the adjacent golf course or their successors, successors-in-title, or assigns; any developer of a Neighborhood; any Builder or contractor (in their capacities as such); the golf course designer or builder; any officer, director, member, manager, or partner of any of the foregoing, or any officer, director, member or manager of any partner of any of the foregoing.



13.8 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

13.9 Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to perform maintenance pursuant to Section 4.1 hereof, and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws, any Supplemental Declaration and the rules of the Association; provided, nothing herein shall authorize any person to enter any Dwelling or other building constructed on a Lot without permission of the Owner unless reasonably believed to be necessary to avoid an imminent threat of personal injury or personal damage. This right may be exercised by the Association's Board of Directors, any agent or employee of the Association acting with the authorization of the Board of Directors, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

13.10 Use of the Words "Villages at Kentlands" and "Villages at Kentlands Homeowners Association". No Person, except Declarant, shall use the words "Villages at Kentlands" and "Villages at Kentlands Homeowners Association" or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the terms in printed or promotional matter where such term is used solely to specify that particular property is located within Villages at Kentlands and the Association shall be entitled to use the words "Villages at Kentlands" and "Villages at Kentlands Homeowners Association" in its name.

13.11 Compliance. Every Owner and occupant of any Lot shall comply with all lawful provisions of this Declaration, the Bylaws, and the rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the Bylaws.

13.12 Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board of Directors at least seven (7) 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 of Directors may reasonably require. Until such written notice is received by the Board of Directors, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of assessments, notwithstanding the transfer of title to the Lot.

13.13 Use of Association's Facilities. Notwithstanding any provisions or representation to the contrary, Owner acknowledges that, by purchasing or paying for a Lot, or by acquiring

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membership in the Association, Owner does not acquire any vested right or easement, prescriptive or otherwise, to use or to continue to use the Association's facilities, nor does owner acquire any ownership or membership interest in the Association's facilities.

13.14 Conflicts. In the event of any conflict between the provisions of this Declaration and the provisions of the Bylaws or Articles, the provisions of this Declaration shall control.

**Article XIV**  
**Declarant's Right and Obligations**

14.1 Reserved Rights. Any or all of the special rights and obligations of Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein or in the Bylaws, as applicable, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Clerk's Office. Nothing in this Declaration shall be construed to require a Declarant or any successor to develop any of the Property or Additional Land in any manner whatsoever.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant and any Builder designated by Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, and sales offices, and Declarant and such designated Builder(s) shall have easements for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Lots owned by Declarant and any clubhouse or community center which may be owned by the Association, as models and sales offices, respectively.

14.2 Modifications. This Declaration shall not be amended in any manner that adversely affects Declarant's rights or powers during the Class "B" Control Period until Declarant consents in writing to that modification and the modification is recorded in the Clerk's Office.

**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]**

IN WITNESS WHEREOF, the undersigned have executed this Declaration this 13<sup>th</sup>  
day of July, 2007

DECLARANT:

KENTLAND INVESTMENTS, LLC, a  
Virginia limited liability company

By: [Signature]  
Name: Shawn Weingast  
Title: General Manager

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Richmond, to-wit:

I, Charles H. Rothenberg, a Notary Public in and for the jurisdiction aforesaid, do  
certify that the foregoing Declaration was executed and acknowledged before me this 13<sup>th</sup>  
day of July, 2007, by Shawn Weingast, as  
general manager of Kentland Investments, LLC, a Virginia limited liability  
company, on behalf of such company.

My commission expires:

[Signature]  
Notary Public  
CHARLES H. ROTHENBERG  
NOTARY PUBLIC  
REG # 218866  
MY COMMISSION EXPIRES  
4/30/2009  
COMMONWEALTH OF VIRGINIA

- Exhibit A Property Description for the Villages at Kentlands
- Exhibit B Additional Land

**BK0506860651**

**EXHIBIT A**

**Property Description for the Villages at Kentlands**

ALL those certain lots, pieces or parcels of land, with improvements thereon and appurtenances thereunto belonging, lying and being in New Kent County, Virginia, as shown on subdivision plat made by Bury Partners, dated May 3, 2007, entitled "SUBDIVISION PLAT OF OAKMONT VILLAS PHASE I", recorded on June 27, 2007 in the Clerk's Office, Circuit Court, New Kent County, Virginia, at Instrument No. 070002693.

**BK 0506 0652**

**EXHIBIT B**  
**Additional Land**

ALL real property conveyed to Kentland Investments, LLC from Chesapeake Forest Products Company LLC and Chesapeake Forest Products Company, dated December 10, 2002, recorded on December 20, 2002 in the Clerk's Office, Circuit Court, New Kent County, Virginia, in Deed Book 0360, Page 0672, less and except the real property included in Exhibit A hereto.

BK 050660653

EXHIBIT C

Additional Tax Map Nos.

33B7 (4) 1 B	33B6 (1) 1 GA	33B6 (1) 1 YD
33B7 (4) 1 BB	33B6 (1) 1 GB	33B6 (1) 1 ZA
33B7 (5) 1 AA	33B6 (1) 1 GC	33B6 (1) 1 ZB
33B7 (5) 1 AB	33B6 (1) 1 GD	33B6 (1) 1 ZC
33B7 (5) 1 AC	33B6 (1) 1 HA	33B7 (4) 1 76
33B7 (5) 1 BA	33B6 (1) 1 HB	33B7 (4) 1 77
33B7 (5) 1 BB	33B6 (1) 1 HC	33B7 (4) 1 78
33B7 (5) 1 BC	33B6 (1) 1 HD	33B7 (4) 1 79
33B7 (5) 1 BD	33B6 (1) 1 IA	33B7 (4) 1 80
33B7 (5) 1 CA	33B6 (1) 1 IB	33B7 (4) 1 81
33B7 (5) 1 CB	33B6 (1) 1 IC	33B7 (4) 1 82
33B7 (5) 1 CC	33B6 (1) 1 ID	33B7 (4) 1 83
33B7 (5) 1 CD	33B6 (1) 1 WA	33B7 (4) 1 84
33B6 (1) 1 DA	33B6 (1) 1 WB	33B7 (4) 1 85
33B6 (1) 1 DB	33B6 (1) 1 WC	33B7 (4) 1 86
33B6 (1) 1 DC	33B6 (1) 1 WD	33B7 (4) 1 87
33B6 (1) 1 DD	33B6 (1) 1 XA	33B7 (4) 1 88
33B6 (1) 1 EA	33B6 (1) 1 XB	33B7 (4) 1 89
33B6 (1) 1 EB	33B6 (1) 1 XC	33B7 (4) 1 90
33B6 (1) 1 EC	33B6 (1) 1 XD	33B7 (4) 1 91
33B6 (1) 1 ED	33B6 (1) 1 YA	33B7 (4) 1 92
33B6 (1) 1 FA	33B6 (1) 1 YB	33B7 (4) 1 93
33B6 (1) 1 FB	33B6 (1) 1 YC	33B7 (4) 1 94
33B6 (1) 1 FC		

INSTRUMENT #070002986  
RECORDED IN THE CLERK'S OFFICE OF  
NEW KENT COUNTY ON  
JULY 17, 2007 AT 01:43PM  
KAREN A. BUTLER, CLERK

RECORDED BY: ADM

Prepared by:  
Hirschler Fleischer  
P.O. Box 500  
Richmond, VA 23218-0500

Map Nos.: 33B6(1) and 33B7(2)

**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR VILLAGES AT KENTLANDS HOMEOWNERS ASSOCIATION, INC.  
(Oakmont, Phase III)**

**THIS SUPPLEMENTAL DECLARATION** is made as of the 6<sup>th</sup> day of January 2009 by **KENTLANDS DEVELOPMENT A17, A18 & A19, L.L.C.**, a Virginia limited liability company, hereinafter referred to as "Declarant," **KENT LAMOTTA** and **GENE SMITH** (collectively, the "Trustee"), either of who may act, and **NVR, INC.**, a Virginia corporation, hereinafter referred to as "NVR" (collectively, "Grantor" for indexing purposes).

Recitals

A. By Declaration of Covenants, Conditions and Restrictions for Villages at Kentlands Homeowners Association, Inc., dated July 13, 2007, recorded July 17, 2007 in the Clerk's Office of the Circuit Court of New Kent County (the "Clerk's Office") in Deed Book 506, Page 617 et seq. (the "Declaration"), certain covenants, conditions and restrictions were established upon certain real property in New Kent County, Virginia, more particularly described in Exhibit A of the Declaration (the "Original Property"). Capitalized terms used in this Supplemental Declaration and not otherwise defined herein shall have the meaning set forth in the Declaration.

B. By Supplemental Declaration of Covenants, Conditions and Restrictions for Villages at Kentlands Homeowners Association, Inc. dated September 16, 2008, recorded September 23, 2008 in the Clerk's Office in Deed Book 535, page 106 et seq. (the "First Supplemental Declaration"), Kentland Investments, L.L.C., the original declarant under the Declaration ("Original Declarant"), designated Declarant as the new declarant under the Declaration. In addition, in the First Supplemental Declaration, Declarant and Original Declarant annexed a portion of Additional Land (as defined in Section 1.1 of the Declaration, and as described in Exhibit B to the Declaration) to the Declaration (the "Phase II Annexed Property") (the "Original Property" and the "Phase II Annexed Property" shall be collectively referred to as the "Property").

C. Section 8.1 of the Declaration reserves to Declarant the right to subject Additional Land to the Declaration through the filing of a Supplemental Declaration.

D. Declarant is the owner of certain real property situated, lying and being in the County of New Kent, Virginia, more particularly described in Exhibit A attached hereto and incorporated herein by reference, hereinafter referred to as the "Phase III Annexed Property."

E. The Property and Phase III Annexed Property are encumbered by a certain Corrective Deed of Trust dated June 8, 2006, and recorded in the Clerk's Office in Deed Book 474, at page 599, wherein Declarant's predecessor in title conveyed the Property and the Phase III Annexed Property to the Trustee to secure a note held by NVR. The Trustee desires to consent to said actions at the direction of NVR.

F. Declarant desires to subject the Phase III Annexed Property, which comprises a portion of the Additional Land, to the provisions of the Declaration.

Supplemental Declaration

**NOW THEREFORE**, pursuant to the rights reserved by Declarant, and in accordance with Section 8.1 of the Declaration, Declarant hereby declares the following:

1. Annexation. All real property within the Phase III Annexed Property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the easements, restrictions, covenants and conditions of the Declaration which are for the purposes described in the Declaration and which shall run with the title to the real property within the Phase III Annexed Property and be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

2. Definition of Property. The term "Property" as defined in Section 1.35 of the Declaration shall include the Phase III Annexed Property.

3. Consent of NVR. NVR executes this instrument for the purposes of consenting to this instrument and directing the Trustee to execute this instrument to subordinate the lien of the Deed of Trust to this instrument and to the Declaration. The Trustee executes this instrument at the direction of NVR for the



BK0544PG0754

purpose of subordinating the lien of the Deed of Trust to this instrument and to the Declaration.

4. Counterparts. This Supplemental Declaration may be executed in two or more counterparts, all of which taken together shall constitute one fully executed instrument.

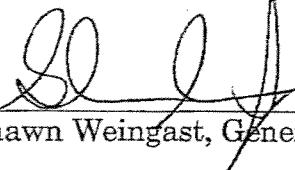
5. Ratification. Except as modified by this Supplemental Declaration, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed and shall remain in full force and effect.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed this 6 day of Feb, 2009.

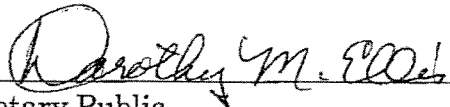
**DECLARANT:**

**KENTLANDS DEVELOPMENT A17, A18 & A19, L.L.C.,**  
a Virginia limited liability company

By:   
Shawn Weingast, General Manager

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF Fairfax

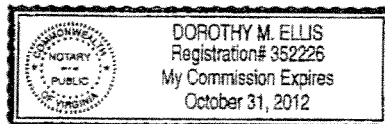
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 2009, by Shawn Weingast in his capacity as General Manager of Kentlands Development A17, A18 & A19, L.L.C., a Virginia limited liability company, on behalf of the company.

  
Notary Public

Registration  
Number: 352226

My Commission Expires:  
October 31, 2012

[PHOTOGRAPHICALLY  
REPRODUCIBLE  
NOTARY STAMP]



TRUSTEE:

KENT LAMOTTA

*Kent Lamotta*  
Acting Trustee

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF *Chesterfield*

The foregoing instrument was acknowledged before me this *11<sup>th</sup>* day of *February*, 2009, by Kent Lamotta in his capacity as Acting Trustee.

*Elena K. Woods*  
Notary Public

Registration  
Number: *114535*

My Commission Expires:  
*9.30.2012*

[PHOTOGRAPHICALLY  
REPRODUCIBLE  
NOTARY STAMP]

ELENA K. WOODS  
NOTARY PUBLIC  
REGISTRATION # 114535  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
SEPTEMBER 30, 2012

NVR:

NVR, INC.,  
a Virginia corporation

By: *[Signature]*  
Name: Kent Lamotta  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF *Chesterfield*

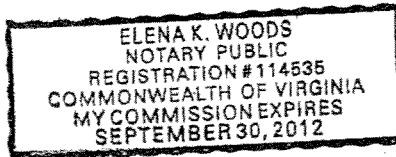
The foregoing instrument was acknowledged before me this *11<sup>th</sup>* day of *February*, 2009, by Kent Lamotta in his capacity as *Vice President* of NVR, Inc., a Virginia corporation, on behalf of the corporation.

*Elena K. Woods*  
Notary Public

Registration  
Number: *114535*

My Commission Expires:  
*9.30.2012*

[PHOTOGRAPHICALLY  
REPRODUCIBLE  
NOTARY STAMP]



BK 0544 PG 0758

Exhibit A

**Annexed Property**

All those certain lots, pieces, or parcels of land, with improvements thereon and appurtenances thereunto belonging, lying and being in New Kent County, Virginia, as shown on subdivision plat made by Bury Partners, dated June 30, 2008, entitled "SUBDIVISION PLAT OF OAKMONT VILLAS PHASE III," recorded on December 11, 2008 in the Clerk's Office of the Circuit Court of New Kent County, Virginia, as ~~Instrument No.~~ Plat Book 20 Page 170

INSTRUMENT #090000985  
RECORDED IN THE CLERK'S OFFICE OF  
NEW KENT COUNTY ON  
MARCH 17, 2009 AT 03:39PM

KAREN A. BUTLER, CLERK  
RECORDED BY: KSM

#2324010 v1 029943.00004

**OAKMONT VILLAS NEIGHBORHOOD ASSOCIATION, INC.**

**UNANIMOUS CONSENT OF BOARD OF DIRECTORS IN LIEU OF MEETING**

The undersigned, being the Board of Directors of Oakmont Villas Neighborhood Association, Inc., a Virginia non-stock corporation (the "Association"), do hereby consent to the adoption of a *\$20.00 late fee for any assessment not paid within 5 days after the due date.*

Effective Date: May 15, 2009

**DIRECTORS:**

  
\_\_\_\_\_  
KRISHNAN SUTHANTHIRAN

  
\_\_\_\_\_  
SHAWN WEINGAST

**DATE EXECUTED:**

  
\_\_\_\_\_  
May 28, 2009

  
\_\_\_\_\_  
1 Jun 09

Prepared by:  
Hirschler Fleischer  
P.O. Box 500  
Richmond, VA 23218-0500

Map Nos.: 33B6(1) and 33B7(2)

**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR VILLAGES AT KENTLANDS HOMEOWNERS ASSOCIATION, INC.  
(Oakmont, Phase III)**

**THIS SUPPLEMENTAL DECLARATION** is made as of the 6<sup>th</sup> day of January 2009 by **KENTLANDS DEVELOPMENT A17, A18 & A19, L.L.C.**, a Virginia limited liability company, hereinafter referred to as "Declarant," **KENT LAMOTTA** and **GENE SMITH** (collectively, the "Trustee"), either of who may act, and **NVR, INC.**, a Virginia corporation, hereinafter referred to as "NVR" (collectively, "Grantor" for indexing purposes).

Recitals

A. By Declaration of Covenants, Conditions and Restrictions for Villages at Kentlands Homeowners Association, Inc., dated July 13, 2007, recorded July 17, 2007 in the Clerk's Office of the Circuit Court of New Kent County (the "Clerk's Office") in Deed Book 506, Page 617 et seq. (the "Declaration"), certain covenants, conditions and restrictions were established upon certain real property in New Kent County, Virginia, more particularly described in Exhibit A of the Declaration (the "Original Property"). Capitalized terms used in this Supplemental Declaration and not otherwise defined herein shall have the meaning set forth in the Declaration.

B. By Supplemental Declaration of Covenants, Conditions and Restrictions for Villages at Kentlands Homeowners Association, Inc. dated September 16, 2008, recorded September 23, 2008 in the Clerk's Office in Deed Book 535, page 156 et seq. (the "First Supplemental Declaration"), Kentland Investments, L.L.C., the original declarant under the Declaration ("Original Declarant"), designated Declarant as the new declarant under the Declaration. In addition, in the First Supplemental Declaration, Declarant and Original Declarant annexed a portion of Additional Land (as defined in Section 1.1 of the Declaration, and as described in Exhibit B to the Declaration) to the Declaration (the "Phase II Annexed Property") (the "Original Property" and the "Phase II Annexed Property" shall be collectively referred to as the "Property").

C. Section 8.1 of the Declaration reserves to Declarant the right to subject Additional Land to the Declaration through the filing of a Supplemental Declaration.

D. Declarant is the owner of certain real property situated, lying and being in the County of New Kent, Virginia, more particularly described in Exhibit A attached hereto and incorporated herein by reference, hereinafter referred to as the "Phase III Annexed Property."

E. The Property and Phase III Annexed Property are encumbered by a certain Corrective Deed of Trust dated June 8, 2006, and recorded in the Clerk's Office in Deed Book 474, at page 599, wherein Declarant's predecessor in title conveyed the Property and the Phase III Annexed Property to the Trustee to secure a note held by NVR. The Trustee desires to consent to said actions at the direction of NVR.

F. Declarant desires to subject the Phase III Annexed Property, which comprises a portion of the Additional Land, to the provisions of the Declaration.

Supplemental Declaration

**NOW THEREFORE**, pursuant to the rights reserved by Declarant, and in accordance with Section 8.1 of the Declaration, Declarant hereby declares the following:

1. Annexation. All real property within the Phase III Annexed Property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the easements, restrictions, covenants and conditions of the Declaration which are for the purposes described in the Declaration and which shall run with the title to the real property within the Phase III Annexed Property and be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

2. Definition of Property. The term "Property" as defined in Section 1.35 of the Declaration shall include the Phase III Annexed Property.

3. Consent of NVR. NVR executes this instrument for the purposes of consenting to this instrument and directing the Trustee to execute this instrument to subordinate the lien of the Deed of Trust to this instrument and to the Declaration. The Trustee executes this instrument at the direction of NVR for the



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purpose of subordinating the lien of the Deed of Trust to this instrument and to the Declaration.

4. Counterparts. This Supplemental Declaration may be executed in two or more counterparts, all of which taken together shall constitute one fully executed instrument.

5. Ratification. Except as modified by this Supplemental Declaration, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed and shall remain in full force and effect.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed this 6 day of Feb, 2009.

DECLARANT:

KENTLANDS DEVELOPMENT A17, A18 & A19, L.L.C.,  
a Virginia limited liability company

By:

[Signature]  
Shawn Weingast, General Manager

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF Fairfax

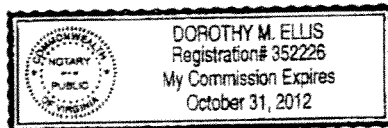
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 2009, by Shawn Weingast in his capacity as General Manager of Kentlands Development A17, A18 & A19, L.L.C., a Virginia limited liability company, on behalf of the company.

[Signature]  
Notary Public

Registration  
Number: 352226

My Commission Expires:  
October 31, 2012

[PHOTOGRAPHICALLY  
REPRODUCIBLE  
NOTARY STAMP]



TRUSTEE:

KENT LAMOTTA

*Kent Lamotta*  
Acting Trustee

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF *Chesterfield*

The foregoing instrument was acknowledged before me this *11<sup>th</sup>* day of *February*, 2009, by Kent Lamotta in his capacity as Acting Trustee.

*Elena K. Woods*  
Notary Public

Registration  
Number: *114535*

My Commission Expires:  
*9.30.2012*

[PHOTOGRAPHICALLY  
REPRODUCIBLE  
NOTARY STAMP]

ELENA K. WOODS  
NOTARY PUBLIC  
REGISTRATION #114535  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
SEPTEMBER 30, 2012

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NVR:

NVR, INC.,  
a Virginia corporation

By: *Kent Lamotta*  
Name: Kent Lamotta  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF Chesterfield

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of February, 2009, by Kent Lamotta in his capacity as Vice President of NVR, Inc., a Virginia corporation, on behalf of the corporation.

*Elena K. Woods*  
Notary Public

Registration  
Number: 114535

My Commission Expires:  
9.30.2012

[PHOTOGRAPHICALLY  
REPRODUCIBLE  
NOTARY STAMP]

ELENA K. WOODS  
NOTARY PUBLIC  
REGISTRATION # 114535  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
SEPTEMBER 30, 2012

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Exhibit A

**Annexed Property**

All those certain lots, pieces, or parcels of land, with improvements thereon and appurtenances thereunto belonging, lying and being in New Kent County, Virginia, as shown on subdivision plat made by Bury Partners, dated June 30, 2008, entitled "SUBDIVISION PLAT OF OAKMONT VILLAS PHASE III," recorded on December 11, 2008 in the Clerk's Office of the Circuit Court of New Kent County, Virginia, as ~~Instrument No.~~ Plat Book 20 Page 170

INSTRUMENT #090000985  
RECORDED IN THE CLERK'S OFFICE OF  
NEW KENT COUNTY ON  
MARCH 17, 2009 AT 03:39PM

KAREN A. BUTLER, CLERK  
RECORDED BY: KSM

#2324010 v1 029943.00004

**OAKMONT VILLAS NEIGHBORHOOD ASSOCIATION, INC.**

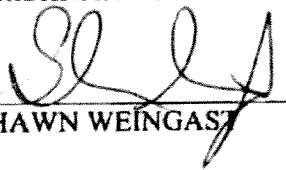
**UNANIMOUS CONSENT OF BOARD OF DIRECTORS IN LIEU OF MEETING**

The undersigned, being the Board of Directors of Oakmont Villas Neighborhood Association, Inc., a Virginia non-stock corporation (the "Association"), do hereby consent to the adoption of a *\$20.00 late fee for any assessment not paid within 5 days after the due date.*


Effective Date: May 15, 2009

**DIRECTORS:**

  
\_\_\_\_\_  
KRISHNAN SUTHANTHIRAN

  
\_\_\_\_\_  
SHAWN WEINGAS

**DATE EXECUTED:**

  
\_\_\_\_\_  
May 28, 2009

  
\_\_\_\_\_  
1 Jun 09

Prepared by:  
Hirschler Fleischer  
P.O. Box 500  
Richmond, VA 23218-0500

Map Nos.: 33B6 (1) 1 A, 33B7 (4) 1 AA  
See Exhibit C for additional Map Nos.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR VILLAGES AT KENTLANDS HOMEOWNERS ASSOCIATION, INC.**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR VILLAGES AT KENTLANDS HOMEOWNERS ASSOCIATION, INC.**

("Declaration") is made this 13th day of July, 2007 by KENTLAND INVESTMENTS, LLC, a Virginia limited liability company, its successors or assigns ("Declarant") ("Grantor" and "Grantee" for indexing purposes).

Declarant is the owner of the real property shown on Exhibit A, which is attached and incorporated by reference. This Declaration imposes upon the Property (as defined in Section 1.35 below) mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Property and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Property. In furtherance of such plan, this Declaration provides for the creation of the Villages At Kentlands Homeowners Association, Inc. to own, operate and maintain Common Areas and to administer and enforce the provisions of this Declaration, the Bylaws, and the Design Guidelines (as these terms are defined below).

Declarant hereby declares that all of the property shown on Exhibit A and any Additional Property subjected to this Declaration by Supplemental Declaration (as defined in Section 1.37 below) shall be held, sold, used and conveyed subject to and in accordance with the provisions of the Act and the following easements, restrictions, covenants, and conditions, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the Property.

Article I  
Definitions

1.1 "Additional Land" shall mean and refer to property described in Exhibit B attached to this Declaration and incorporated herein by this reference.

1.2 "Architectural Review Committee" or "ARC" shall have the meaning set forth in Section 11.2 herein.

1.3 "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration, any Supplemental Declaration or other applicable covenants, or by contract or agreement become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Property, or any public rights-of-way within or adjacent to the Property, may be part of the Area of Common Responsibility.

1.4 "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of the Association, as filed with the Secretary of the State Corporation Commission of the Commonwealth of Virginia.

1.5 "Association" shall mean and refer to Villages at Kentlands Homeowners Association, Inc., a Virginia nonstock corporation, its successors or assigns.

1.6 "Base Assessment" shall mean and refer to assessments levied against all Lots in the Property to fund Common Expenses.

1.7 "Board of Directors" or "Board" shall be and refer to the elected body of the Association having its normal meaning under Virginia corporate law.

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

1.9 "Bylaws" shall mean and refer to the Bylaws of the Association as they may be amended from time to time.

1.10 "Class "B" Control Period" shall mean and refer to the period of time during which the Class "B" Member is entitled to appoint the members of the Board of Directors, as provided in the Bylaws.



1.11 "Clerk's Office" shall mean and refer to the Clerk's Office of the Circuit Court of New Kent County, Virginia.

1.12 "Common Area" shall mean and refer to all real and personal property now or hereafter designated as Common Area or similarly designated, on a subdivision plat for Villages at Kentlands by Declarant and owned by the Association for the common use and enjoyment of every Owner, subject only to the limitations set forth in Section 2.1. Common Area shall also include any real or personal property (including property in which Declarant or the Association has previously been granted an easement) which may be conveyed in fee by deed from or with the consent of Declarant to the Association at any time.

1.13 "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Owners, for the construction and maintenance of recreational facilities such as a pool and clubhouse for the benefit of all Owners, and including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation.

1.14 "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors.

1.15 "Declarant" shall mean and refer to Kentland Investments, LLC, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibit A or Exhibit B for the purpose of development and/or sale and who is designated as Declarant in a recorded instrument executed by the immediately preceding Declarant; provided however, there shall be only one (1) "Declarant" hereunder at any one time. The Association and the Owners shall not enjoy any of the rights, powers, privileges or obligations of a Declarant unless specifically assigned or conveyed as provided herein.

1.16 "Design Guidelines" shall mean and refer to the design and construction guidelines and application and review procedures applicable to all or any portion of the Property promulgated and administered pursuant to Article XI herein.

1.17 "Developed Lots" shall mean and refer to those Lots for which a certificate of occupancy or occupancy use permit has been issued.

1.18 "Dwelling" shall mean and refer a home, approved by the ARC as set forth in Section 11.2 herein (or, if no ARC exists, the Board of Directors), that has been or will be constructed upon a Lot regardless of whether such home is or shall be occupied by an Owner, defined herein, as a principal residence.

1.19 "Exclusive Common Areas" shall have the meaning set forth in Section 2.2 herein.

1.20 "Lot" shall mean a portion of the Property, whether developed or undeveloped, intended for development, use, and occupancy as an attached or detached Dwelling for a single

family. Unless otherwise specified, the term Lot shall include within its meaning (by way of illustration, but not limitation) townhouse units, condominiums, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, all as may be developed, used, and defined as herein provided or as provided in Supplemental Declarations covering all or a part of the Property. The term shall include all portions of the lot owned as well as any structure thereon.

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 Lots designated for residential use for such parcel on a site plan approved by Declarant, until such time as a certificate of occupancy is issued on all or a portion thereof by the local governmental entity having jurisdiction. After issuance of a certificate of occupancy on any portion thereof, the portion designated in the certificate of occupancy shall constitute a separate Lot or Lots as determined above and the number of Lots on the remaining land, if any, shall continue to be determined in accordance with this Section.

1.21 "Majority" shall mean and refer to the number greater than half of any total.

1.22 "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

1.23 "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

1.24 "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

1.25 "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

1.26 "Neighborhood" shall mean and refer to each separately developed residential area within the Property, which is governed by a Neighborhood Association, or Neighborhood Committee, in which the Owners of Lots may have common interests other than those common to all Members of the Association. For example, and by way of illustration and not limitation, each single-family or cluster home development may constitute a separate Neighborhood, or a Neighborhood may be comprised of more than one (1) use or housing type with other features in common. It shall not be necessary for any Neighborhood to be governed by a Neighborhood Association, except as required by law. Neighborhoods may be divided or combined in accordance with Section 3.3 herein.

1.27. "Neighborhood Assessment" shall mean and refer to any assessment levied against the Lots in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses.

1.28. "Neighborhood Association" shall mean and refer to any other owners association having concurrent jurisdiction with the Association over any Neighborhood.

1.29 "Neighborhood ARC" shall have the meaning set forth in Section 11.2 herein.

1.30 "Neighborhood Committee" shall mean and refer to a committee for a Neighborhood, which has no formal organizational structure or association.

1.31 "Neighborhood Design Guidelines" shall have the meaning set forth in Section 11.2 herein.

1.32 "Neighborhood Expenses" shall mean and refer to the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Lots within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, as the Board may specifically authorize from time to time and as may be authorized herein or in Supplemental Declarations applicable to such Neighborhood.

1.33 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding:

- (a) those having such interest merely as security for the performance of an obligation, and
- (b) Declarant, except as provided in Section 3.2(b).

1.34 "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

1.35 "Property" shall mean and refer to the real property described on Exhibit A as such exhibit may be amended or supplemented from time to time to reflect any additions or removal of property in accordance with Article VIII herein.

1.36 "Special Assessment" shall mean and refer to assessments levied in accordance with Section 10.4 of this Declaration.

1.37 "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed or consented to by Declarant which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or designates a Neighborhood. The term also shall refer to the instrument recorded by the Declarant pursuant to Section 8.1 of this Declaration to subject additional property to this Declaration.

1.38 "Undeveloped Lots" shall mean and refer to those Lots for which a certificate of occupancy or an occupancy use permit has not yet been issued.

1.39 "Voting Representative" shall mean and refer to the representative selected by the members of each Neighborhood to be responsible for casting all votes attributable to Lots in the Neighborhood on all matters requiring a vote, unless otherwise specifically provided in this

Declaration or the Bylaws. The Voting Representative from each Neighborhood shall be the senior elected officer (e.g., Neighborhood Committee chairman or Neighborhood Association president) from that Neighborhood; the alternate Voting Representative shall be the next most senior officer.

**Article II**  
**Property Rights**

2.1. General. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to:

- (a) this Declaration, and any restrictions or limitations contained in any deed conveying such property to the Association;
- (b) the right of the Board to adopt other rules regulating the use and enjoyment of the Common Area, including limiting the number of guests who may use the Common Area;
- (c) the right of the Board to suspend the right of an owner to use recreational facilities with the Common Area (i) for any period during which any charge which is sixty (60) days past due against such Owner's Lot remains delinquent, and (ii) for a period not to exceed sixty (60) days for a single violation or for a longer period in the case of any continuing violation, of the Declaration, Bylaws or rules of the Association, after notice and a hearing pursuant to the Bylaws;
- (d) the right of Declarant to dedicate or transfer all or any part of the Common Area pursuant to Article VIII hereof;
- (e) the right of the Board to impose reasonable membership requirements and charge reasonable admission or other fees for the use of any recreational facility situated upon the Common Area;
- (f) the right of the Board to permit nonmember use of any recreational facility situated on the Common Area upon payment of use fees, if any, established by the Board;

Any owner may delegate 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 and in accordance with procedures it may adopt. An Owner who leases his or her Lot shall be deemed to have delegated all such rights to the Lot's lessee.

In addition, every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to, over and across any private streets and roads within the Property.

2.2. Exclusive Common Areas. Certain portions of the Common Area may be designated as Exclusive Common Areas and reserved for the exclusive use or primary benefit of Owners and occupants of specified Lots or Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, gates, private streets,

landscaped medians and cul-de-sacs, ponds, and other portions of the Common Area within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed against the Owners of Lots to which the Exclusive Common Areas are assigned either as a Neighborhood Assessment or as a Special Assessment, as applicable.

2.3. Power of Attorney. By accepting a deed for a Lot, each Owner hereby appoints Declarant or its agent to act as Owner's true and lawful attorney-in-fact for and in Owner's name, place and stead with full power and authority to seek rezoning, proffer amendments, development agreement amendments, planned unit development approvals, conditional use permits, exemptions, waivers, variances, special exceptions or change of conditions of my above described property and to set forth and negotiate conditions and proffers including any additions, amendments, modifications or deletions thereto that in Declarant's discretion are deemed reasonable, appropriate and necessary. This power of attorney shall be coupled with an appointment, coupled with an interest, and shall be irrevocable. This power of attorney shall not terminate on the disability of Owner or be in any way affected by the disability of Owner. This power of attorney shall automatically terminate when Declarant no longer owns any portion of the Property or Additional Land.

**Article III**  
**Membership and Voting Rights**

3.1 Membership. Each Owner, Neighborhood Association, Neighborhood Committee and the Declarant shall have a membership in the Association. The rights and privileges of membership may be exercised by a Member subject to the provisions of this Declaration and the Bylaws. The membership rights shall be exercised by the individual designated from time to time by the Neighborhood Association or Neighborhood Committee in a written instrument provided to the secretary of the Association, called the Voting Representative.

3.2 Voting. The Association shall have two classes of membership, Class "A" and Class "B".

(a) Class "A". Class "A" Members shall be Neighborhood Associations and Neighborhood Committees. Each Class "A" Member shall be entitled to one (1) vote per Lot contained in its Neighborhood. Unless otherwise specified in this Declaration or the Bylaws, the votes for each Class "A" Member shall be exercised by the Voting Representative for that Neighborhood Association or Neighborhood Committee in the manner provided by the governing documents for the Neighborhood Association or in the manner determined by the Neighborhood Committee.

(b) Class "B". The Class "B" Member shall be the Declarant. The Class "B" Member shall be entitled to appoint a Majority of the members of the Board of Directors during the Class "B" Control Period, as specified in the Bylaws. During the Class "B" Control Period, the Class "B" Member shall have the right to disapprove actions of the Board of Directors and any committee as provided in the Bylaws.

The Class "B" membership shall terminate and be converted to Class "A" membership on the happening of either of the following events, whichever occurs sooner:

- (i) two (2) years after Declarant no longer owns any of the Development Property or any of the Additional Property; or
- (ii) when, in its discretion, this Declaration so determines as evidenced by a written instrument executed by Declarant and recorded in the Clerk's Office.

### 3.3 Neighborhoods.

(a) Declarant's Rights. Declarant reserves the right to determine the boundaries of each Neighborhood and the Neighborhood in which each Lot is located. Declarant may establish Neighborhoods within the Property by a Supplemental Declaration. So long as it owns any portion of the Property or Additional Land, Declarant may unilaterally amend this Declaration or any Supplemental Declaration from time to time to assign property to a specific Neighborhood, to redesignate Neighborhood boundaries, or to remove property from a specific Neighborhood.

(b) Neighborhoods. Lots within a particular Neighborhood may be subject to additional covenants and/or the Owners may all be members of a "Neighborhood Association" in addition to the Association, but no such Neighborhood Association shall be required except as required by law. Any Neighborhood which does not have a Neighborhood Association shall elect a Neighborhood Committee to represent the interests of Owners of Units in such Neighborhood.

Any Neighborhood may request that the Association provide a higher level of service or special services for the benefit of Lots in such Neighborhood and, upon the affirmative vote, written consent, or a combination thereof, of Owners of a Majority of the Lots within the Neighborhood, the Association may, in its sole discretion, 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 Lot to all Neighborhoods receiving the same service), shall be assessed against the Lots within such Neighborhood as a Neighborhood Assessment.

(c) Division of Neighborhoods. The Owner(s) of a Majority of the total number of Lots within any Neighborhood may at any time petition the Board of Directors to divide the property comprising the Neighborhood into two (2) or more Neighborhoods. Such petition shall be in writing and shall include a survey of the entire parcel which indicates the proposed boundaries of the new Neighborhoods or otherwise identifies the Lots to be included within the proposed Neighborhoods. Such petition shall be deemed granted thirty (30) days following the filing of all required documents with the Board unless the Board of Directors denies such application in writing within such thirty (30) day period. The Board may deny an application only upon determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Association.

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(d) Neighborhood Committee. There shall be a Neighborhood Committee for each Neighborhood which has no formal organizational structure or association. Such Neighborhood Committees shall consist of two (2) members; provided, however, by vote of at least fifty-one percent of the Owners within the Neighborhood, this number may be increased to five (5).

The members of each Neighborhood Committee, to include the chairman of the Neighborhood Committee (who shall serve as the Voting Representative for the Neighborhood) shall be elected by vote of the Owners of Lots within that Neighborhood at an annual meeting of such Owners. The first annual meeting shall be called within sixty (60) days after conveyance of twenty-five percent (25%) of the Lots in the Neighborhood to persons other than a Builder or other developer. The Owners of Lots within the Neighborhood holding at least twenty-five percent (25%) of the total votes of the Lots in the Neighborhood, represented in person or by proxy, shall constitute a quorum at any meeting of the Neighborhood. The Owners of the Lots within a Neighborhood shall have the number of votes assigned to their Lots in the Neighborhood Declaration. Neighborhood Committee members shall be elected for a term of one (1) year until their successors are elected. A list of Neighborhood Committee members, to include the Neighborhood Committee chairman who shall serve as the Neighborhood's Voting Representative, shall be provided to the Board of Directors prior to January 1 of each year. If the Neighborhood fails to elect or appoint a Neighborhood Committee, or if the Neighborhood Committee fails to appoint or elect a chairman, the Board shall appoint the Neighborhood Committee and/or chairman, as applicable. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Neighborhood Committee. It shall be the responsibility of the Neighborhood Committee to determine the nature and extent of the 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 these Protective Covenants. A Neighborhood Committee may advise the Board of Directors on any other issue, but shall not have the authority to bind the Board of Directors.

#### Article IV Maintenance

##### 4.1 Association Responsibility.

(a) The Association shall maintain and keep in good repair the Area of Common Responsibility. The Area of Common Responsibility shall include, but need not be limited to:

- (i) All Common Area;
- (ii) All landscaping and other flora, parks, ponds, trails, structures, and improvements, including any entry features, gates, private streets, parking areas and recreational facilities situated upon the Common Area;
- (iii) All furnishings, equipment and other personal property of the Association;

- (iv) Any street trees, landscaping and other flora, buffers, trails, entry features, gates, structures and improvements within public rights-of-way within or abutting the Property or upon such other public land adjacent to or in the vicinity of the Property as deemed necessary in the discretion of the Board;
- (v) Such additional portions of any property owned and/or controlled by the Declarant or Association and included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association; and
- (vi) Any property and facilities owned and/or controlled by the 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 the 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, as a Common Expense, maintain other property and improvements which it does not own, including, without limitation, property dedicated to the public, or provide maintenance or services related to such property over and above the level being provided by the property owner, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(b) 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 sole discretion of the Board, to perform required maintenance or repairs, unless Members holding sixty-seven percent (67%) of the total Class "A" votes (and, if during the Class "B" Control period, with the consent of Declarant), agree in writing to discontinue such operation.

(c) The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (i) such maintenance responsibility is otherwise assumed by or assigned to an Owner or a Neighborhood Association or Neighborhood Committee, or (ii) such property is dedicated to any local, state, or federal government or quasi-governmental entity; provided however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means during the Class "B" Control Period except with the written consent of the Declarant.



(d) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots as part of the Base Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, any recorded covenants, or any agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Lots within the Neighborhood(s) to which the Exclusive Common Areas are assigned, or a specific assessment against the particular Lots to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

(e) The Association may mow and maintain each unimproved Lot.

4.2 Owner's Responsibility. Except as may be provided by another association, each Owner shall maintain his or her Lot and all structures, driveways and other improvements comprising the Lot.

All maintenance required by this Section 4.2 shall be performed in a manner consistent with the Community-Wide Standard, Design Guidelines, and all applicable covenants. In addition to any other enforcement rights available to the Association, if any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Lot and the Owner thereof in accordance with Article X herein; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

## **Article V** **Insurance and Casualty Losses**

5.1 "All-Risk" Property Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Area of Common Responsibility. If blanket "all-risk" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

5.2 Public Liability Policy. The Board shall also obtain a public liability policy covering the Area of Common Responsibility, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, employees or agents, or any other person who has a right to occupy a Lot. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) per occurrence limit as respects bodily injury and property damage, a Three Million Dollar (\$3,000,000.00) aggregate limit for the policy

period limit per occurrence, if reasonably available, and a Five Hundred Thousand Dollar (\$500,000.00) minimum property damage limit.

5.3 Premiums. Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses, subject to any other covenants or agreements relating thereto. Such premiums shall be included in the Base Assessment.

5.4 Reasonable Deductibles. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

5.5 General Provisions. All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in subsection (b) below. Such insurance shall be governed by the following provisions:

(a) All policies shall be written with a company authorized to do business in Virginia which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available.

(b) All insurance on the Area of Common Responsibility shall be for the benefit of the Association and its Members and shall be written in the name of the Association.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(e) The Association's Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, officers, employees and manager, the Owners and occupants of Lots, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be cancelled, invalidated, suspended, or subject to nonrenewal on account of any one or more individual Owners;

(iv) a statement that no policy may be cancelled, invalidated, suspended, or subject to nonrenewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) a statement that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, and flood insurance, if reasonably available.

5.6 Individual Insurance. Each Owner shall maintain property insurance with extended coverage endorsements (or more extensive coverage) covering the improvements on the Lot owned by him and/or her, commonly known as homeowners' insurance.

Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Section 11.1 of this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct in which case the owner shall clear the Lot of all debris and ruins and thereafter the owner shall maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

5.7 Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage or destruction to the Area of Common Responsibility shall be repaired or reconstructed unless: (i) before the expiration of the Class "B" Control Period, Declarant decides not to repair or reconstruct; or (ii) after the expiration of the Class "B" Control Period, Members representing at least sixty-seven percent (67%) of the total Class "A" vote of the Association decide within sixty (60) days after the casualty not to repair or reconstruct.

If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Area of Common Responsibility shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Area of Common Responsibility shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the, affected portion of the Property shall be cleared of all debris and ruins and maintained by the Association, as applicable, in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

5.8 Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.

5.9 Repair and Reconstruction. If the damage or destruction to the Area of Common Responsibility for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Voting Representatives, levy a Special Assessment against those Owners of Lots responsible for the premiums for the applicable insurance coverage under Sections 5.1 or 5.2. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

**Article VI**  
**No Partition**

Except as is permitted in the Declaration or amendments thereto, there shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any

interest in the Property or any part thereof seek any judicial partition unless the Property has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

**Article VII**  
**Condemnation**

7.1 General Provisions. Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by (i) Declarant before the expiration of the Class "B" Control Period or (ii) the Board acting on the vote of Members representing at least sixty-seven percent (67%) of the total Class "A" vote in the Association after the expiration of the Class "B" Control Period) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

(a) If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking, Declarant decides (before the expiration of the Class "B" Control Period) or, if after the expiration of the Class "B" Control Period, Members representing at least sixty-seven percent (67%) of the total Class "A" votes of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available, in accordance with plans approved by the Board of Directors. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply.

(b) If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

**Article VIII**  
**Annexation of Additional Property**

8.1 Annexation Without Approval of Class "A" Membership. Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all of the Additional Land has been subjected to this Declaration or December 31, 2030, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the Additional Land.

Any such annexation shall be effective upon the filing for record of a Supplemental Declaration unless otherwise provided therein. Such Supplemental Declaration shall not require the consent of Members but shall require the consent of the owner of such property, if other than Declarant. Declarant shall have the unilateral right to transfer to any other Person the right,

privilege, and option to annex Additional Land which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the Additional Land and that such transfer is memorialized in a written, recorded instrument executed by Declarant.

8.2 Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the Property or the Additional Land which upon conveyance or dedication to the Association, by or with the consent of Declarant, shall be deemed accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

8.3 Relocation, Amendment and Termination of Common Area. Declarant may amend, relocate and terminate the Association's interest in any Common Area by recording a Supplemental Declaration in the Clerk's Office bearing the signature of Declarant.

8.4 Withdrawal of Property. Declarant reserves the right to amend this Declaration at any time so long as it holds an unexpired option to expand the community pursuant to this Article, without prior notice and without the consent of any other Person, for the purpose of removing certain portions of the Property then owned by Declarant, its affiliates, or the Association from the provisions of this Declaration; provided such withdrawal is not unequivocally contrary to the overall uniform scheme of development for the Property.

8.5 Additional Covenants. Declarant may subject any portion of the property submitted to this Declaration initially or by Supplemental Declaration to additional covenants. Such additional covenants shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the Owner(s), if other than Declarant.

## **Article IX**

### **Rights and Obligations of the Association**

9.1 Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Property conveyed to it by or with the consent of Declarant.

9.2 Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions for violations of this Declaration, the Articles of Incorporation, the Bylaws, or rules and regulations of the Association may include reasonable monetary fines and suspension of the right to vote and the right to use any recreational facilities in the Common Area. In addition, the Association, in accordance with the Bylaws, shall have the right to exercise self-help to cure violations, and shall be entitled to suspend any services provided by the Association to any Owner or such Owner's Lot in the event that such Owner is more than sixty (60) days delinquent in paying any assessment or other charge due to the Association. The Board also shall have the

power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association.

9.3 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

9.4 Governmental Interests. The Association may designate sites within the Property, which may include Common Area owned by the Association, for fire, police, water, and sewer facilities, public schools and parks, and other public facilities.

9.5 Powers of the Association with Respect to Neighborhoods. The Association shall have the power to veto any action taken or contemplated to be taken by a Neighborhood Association or Neighborhood Committee which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association also shall have the power to require specific action to be taken by any Neighborhood Association or Neighborhood Committee in connection with its obligations and responsibilities hereunder or under any other covenants affecting the Property. Without limiting the generality of the foregoing, the Association may require specific maintenance or repairs or aesthetic changes to be effectuated by the Neighborhood Association or Neighborhood Committee, may require that a proposed budget include certain items and that expenditures be made therefor, and may veto or cancel any contract providing for maintenance, repair, or replacement of the property governed by such Neighborhood Association or Neighborhood Committee.

Any action required by the Association in a written notice pursuant to the foregoing paragraph to be taken by a Neighborhood Association or Neighborhood Committee shall be taken within the time frame set by the Association in such written notice, which time frame shall be reasonable. If the Neighborhood Association or Neighborhood Committee fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the Neighborhood Association or Neighborhood Committee. To cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Association, the Association shall assess the Lots in such Neighborhood for their pro rata share of any expenses incurred by the Association in taking such action in the manner provided in Article X herein.

## **Article X** **Assessments**

10.1 Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in this Article. There shall be two (2) types of assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association; and (b) Special Assessments as described in Section 10.4 herein. Each

Owner, by acceptance of a deed or recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay these assessments.

10.2 Base Assessments. Base Assessments shall be levied equally among each class of Lots. Each Owner of a Developed Lot covenants and agrees to pay one hundred percent (100%) of the Base Assessment. Each Owner of an Undeveloped Lot covenants and agrees to pay one hundred percent (100%) of the Base Assessment, provided that, each Owner of an Undeveloped Lot shall not be required to pay any Base Assessment for the period commencing on the date the Owner acquires title to the Undeveloped Lot, as evidenced by recordation of the deed for the Lot in the Clerk's Office, until the first day of the sixth (6th) calendar month following the date that the Owner acquired title to the Undeveloped Lot

Base Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors and, if the Board so elects, assessments may be paid in two (2) or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year.

10.3 Computation of Base Assessment.

(a) It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared, as provided in Section 10.5 herein.

(b) The Base Assessments to be levied against each Lot for the coming year shall be set at a level which is reasonably expected to produce total income to the Association equal to the total budgeted Common Expenses, including reserves.

(c) The budget may include, by way of example and without limitation or restrictions, expenses for the following:

- (i) Administration and management of the Association;
- (ii) Maintenance, repair and improvement;
- (iii) Taxes;
- (iv) Legal and accounting expenses;
- (v) Road Maintenance. Maintenance of any private roadways and driveways within the Property and certain public areas such as landscaping and signage within the rights-of-way of any public streets within the Property;
- (vi) Common Area/Common Area Improvements/Area of Common Responsibility Maintenance. Maintenance and preservation of the



Common Area, Common Area Improvements and Area of Common Responsibility;

- (vii) Equipment Taxes. Payment of any real and personal property taxes and other charges assessed against the Common Area and against the equipment and other personal property which may be owned by the Association;
- (viii) Employer Costs. Payment of salaries and benefits of all employees in connection with carrying out the Association's duties, responsibilities, and rights under these Protective Covenants; and
- (ix) Insurance. Maintenance of a policy or policies of insurance insuring the Association and its employees, agents, and others (as determined by the Board of Directors in their sole discretion) with respect to the Association as required by these Protective Covenants;
- (x) Such reserves as may be established by the Board of Directors from time to time;
- (xii) Payments to be made pursuant to any cost sharing agreement or arrangement with any other association or Person with respect to recreational facilities, offsite improvements or services.

In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner, his family or guests, or permittees or invitees, the cost of such maintenance, repairs or replacement shall be added to and become part of the assessment to which the Lot is subject.

(d) So long as Declarant has the right unilaterally to annex Additional Land pursuant to Article VIII hereof, Declarant may elect on an annual basis, but shall not be obligated, to reduce the resulting Base Assessments for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 10.12 herein); provided, any such subsidy shall be conspicuously disclosed as a line item in the income portion of the Common Expense budget thereby. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years.

(e) The Board shall cause a copy of the Common Expense budget and notice of the amount of the Base Assessment to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved at a meeting of the Members by Members representing at least a Majority of the total Class "A" vote in the Association, and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings as set forth in the Bylaws.

(f) Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

10.4 Special Assessments. The Association may levy Special Assessments from time to time provided such assessment receives the written consent of the Class "B" Member, if such then exists. Special Assessments levied against the entire membership shall be allocated to the Lots equally. Special Assessments pursuant to this paragraph 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, if the Board so determines. Notwithstanding the above, any Special Assessments, the payment of which exceeds ten percent (10%) of the Base Assessment for the year in which the Special Assessment is levied, whether singularly or when combined with prior special Assessments in the same fiscal year, must have the consent of more than two-thirds (2/3) of the votes entitled to be cast by all of the Class "A" Members of the Association, along with the written consent of the Class "B" Member, if such then exists. Members of the Board shall be indemnified and shall be held harmless against any and all liabilities and losses that occur in the event that the voting Members do not approve the levy of a Special Assessment.

10.5 Capitalization of Association. Upon acquisition of record title to a Lot by the first purchaser thereof, other than Declarant and Builder, and by each purchaser thereafter, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount of Three Hundred Fifty Dollars (\$350.00) for the calendar year 2007 ("Capitalization Fee"). The Capitalization Fee shall not increase by more than five percent (5%) per calendar year, as determined by the Board. This amount shall be in addition to, not in lieu of, the annual Base Assessment levied on the Lot and shall not be considered an advance payment of any portion thereof. 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 terms of this Declaration and the Bylaws.

10.6 Reserve Budget and Capital Contribution. The Board of Directors shall annually prepare a reserve budget to take into account the number and nature of replacement assets, the expected life of each asset, and the expected repair or replacement. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of assessments, as provided in this Article.

10.7 Certificate of Payment. The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment to the Association of any assessments therein stated to have been paid. The Association may require the advance payment of a reasonable

processing fee which initially shall be Twenty-five dollars (\$25.00), subject to adjustment by the Board for the issuance of such certificate.

10.8 No Waiver of or Exemption from Assessments. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

10.9 Reimbursement for Violations. The Association may levy assessments against any Member individually and against such Member's Lot to reimburse the Association for costs incurred in bringing a Member and his Lot into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, or the Association rules, which assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

10.10 Non-Payment and Remedies. Any assessment not paid within five (5) days after the due date shall be subject to a late fee, as established from time to time by the Board of Directors. All assessments, together with interest (at a rate equal to the greater of twelve percent (12%) per annum, or the legal rate of interest as defined in Section 6.1-330.53 of the Code of Virginia, as the same may be amended from time to time) as computed from the date of delinquency first occurs, late charges, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made until paid. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose, and, in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title. The Board may accelerate any assessment, if not paid as provided in this Section.

10.11 Lien for Assessment.

(a) Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

(b) Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure in accordance with Virginia law.

(c) The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot 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 Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

10.12 Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Virginia law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien for real estate taxes and any first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquirer, its successors and assigns.

10.13 Rights of Declarant.

(a) During the Class "B" Control Period, Declarant may: (i) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of Declarant; (ii) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local area of the Property; or (iii) cause the Association to retroactively assume any promissory note or other lien entered into by Declarant and incurred in association with the Property. 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.

(b) The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses.

10.14 Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments and Special Assessments:

- (a) all Area of Common Responsibility and any area designated as common area under the recorded declaration of a Neighborhood;
- (b) all property dedicated to and accepted by any governmental authority or public utility, including without limitation, public schools, public streets, and public parks, if any; and
- (c) any Lots owned by Declarant.

**Article XI**  
**Architectural Standards**

11.1 Approval Required. No structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the ARC having jurisdiction has been obtained pursuant to this Article. The Board of Directors may establish reasonable fees to be charged by the committees on behalf of the Association for review of applications hereunder and may require such fees to be paid in full prior to review of any application.

All Dwellings constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications of an architect or building designer.

This Article shall not apply to the activities of any Declarant, nor to construction or improvements or modifications to the Area of Common Responsibility by or on behalf of the Association.

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the ARCs. This Article may not be amended during the Class "B" Control Period without the written consent of Declarant.

11.2 Architectural Review Committees.

- (a) The Architectural Review Committee ("ARC"), consisting of between one (1) and five (5) persons, shall have exclusive jurisdiction over all construction and modifications on any portion of the Property. Declarant retains the right to appoint all members of the ARC which may consist of one or more Persons, who shall serve at the Declarant's discretion until (i) one hundred percent (100%) of the Properties have been developed and conveyed to Owners other than Builders and the Declarant and (ii) initial construction on each Lot has been completed in accordance with the plans and designs approved by the ARC. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant.

Upon the expiration or surrender of such right, the Board shall appoint the members of the ARC, who shall thereafter serve and may be removed in the Board's discretion. The ARC may have primary jurisdiction over all construction, modifications, additions and alterations on any Lot, or may delegate this authority to the respective Neighborhood ARCs.

(b) The ARC may prepare and, on behalf of the Board, promulgate design and development guidelines governing construction within the Property, which shall include application and review procedures to be followed in submitting an application for approval hereunder ("Design Guidelines"). The ARC shall have sole and full authority to modify and to amend the Design Guidelines from time to time without the consent of any Owner, Neighborhood Association, or Neighborhood Committee.

(c) Each Neighborhood may have a Neighborhood ARC. Existing Neighborhood ARCs shall have jurisdiction over all construction, modifications, additions and alterations on any Lot in their specific Neighborhoods (subject to Declarant or the ARC's approval or compliance with the Design Guidelines, if any are promulgated). Each Neighborhood ARC shall prepare and shall promulgate design and development guidelines ("Neighborhood Design Guidelines") governing construction within the Neighborhood, which shall be submitted to Declarant or the ARC for its review and approval. If the Declarant or ARC has not approved or disapproved such plans and specifications within forty-five (45) days after it has received all plans and data regarding the plans and designs and such other information as may from time to time be required by the Declarant or ARC, the Owner submitting the plans shall provide the Declarant or ARC further written notice to the Declarant or ARC of its failure to respond. If the Declarant or ARC has not approved or disapproved the plans within fifteen (15) days of the date the written notice was sent to the Declarant or ARC, the plans shall be deemed approved.

Each Neighborhood ARC may amend the Neighborhood Design Guidelines applicable to its Neighborhood from time to time without the consent of any Owner. The ARC for each Neighborhood shall make its Neighborhood Design Guidelines available to Owners, Builders, and developers who seek to engage in development of or construction upon all or any Lot in the Neighborhood and such Owners, builders and developers shall conduct their operations strictly in accordance therewith.

(d) Nothing contained herein shall be construed to limit the right of an Owner to alter, paint, or remodel the interior of any structure within his or her Lot, provided that modifications or alterations to the interior of screened porches, patios, and similar portions of a Lot visible from outside the Lot shall be subject to approval.

(e) Declarant shall not be bound by any provision in the Neighborhood Design Guidelines that establishes a minimum square footage for Dwellings.

11.3 No Waiver of Future Approvals. The approval by an ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of an ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and

specifications, drawings, or matters whatsoever subsequently or additionally submitted for approval or consent.

11.4 Variance. An ARC 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. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop an ARC 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.

11.5 Compliance With Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by an ARC may be excluded by the Board from the Property without liability to any person, subject to the notice and hearing procedures contained in the Bylaws.

11.6 No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and an ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Association, the Board of Directors, any committee, member, employee, agent or officer of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

## **Article XII** **Use Restrictions**

The Property shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for Declarant or the Association, as may more particularly be set forth in this Declaration and amendments hereto). The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Property, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all owners, occupants, invitees and licensees, if any, until and unless overruled, cancelled or modified in a regular or special meeting of the Association by the vote of Voting Representatives representing a Majority of the total Class "A" votes in the Association and by the Class "B" Member, so long as such membership shall exist.

12.1 Owner's Duty to Maintain. Each Owner covenants to the Declarant, the Association, and to every other Owner to maintain the Lot of the Owner in an attractive, neat,

sightly, and first-class appearance and condition. An Owner shall maintain any Owner installed improvement for which the Owner is responsible.

12.2 Trash. No Lot, vacant or not vacant, shall be used or maintained as a dumping ground for rubbish. The Owner of each Lot shall, during and after completion of construction, at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, and wholesome condition and shall remove at his, her, or its own expense any rubbish of any character whatsoever which may accumulate on his, her, or its Lot. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers, all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and shall be placed and kept inside the garage of the Lot building. No such container or any other trash or debris shall be placed at the curb or elsewhere in any front yard for purposes other than pick-up. Where the property line of any Lot abuts a street right-of-way, the obligations imposed hereunder shall extend to the edge of the street pavement.

12.3 Tree Removal. Topographic and vegetation characteristics of Lots shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the ARC. No trees measuring four (4) inches or more in diameter at a point one (1) foot above ground level, flowering trees, shrubs or evergreens, on any Lot or the Common Area, may be removed without written approval of the ARC, unless located within ten (10) feet of a Dwelling, or within the right-of-way of driveways and walkways. Exceptions will be made for trees which must be removed because of an emergency or which are determined to be dead or diseased.

12.4 Underground Utility Lines. All television, electrical, telephone, gas, water and sewer utility service lines and connections, including wires, cables, pipes, and mains which are installed to serve any Lot or the Common Area or are connected with any improvement thereon, shall be installed underground in conformity with the specifications of or approved by the utility company involved and the Federal Communications Commission. No such lines or connections shall be permitted on or above the ground.

12.5 Motor Vehicles.

(a) Commercial vehicles (weighing in excess of 3.75 tons when empty), vehicles primarily used or designated for commercial purposes, tractors, mobile homes, buses, vehicles used primarily for recreational purposes, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall not be parked on any street or in a front yard, but shall be parked only in enclosed garages or in other areas designated by the Board of Directors. Stored vehicles which are either obviously inoperable or do not have current operating licenses, license plates or permits, shall not be permitted on the Property except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked on the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area. No motorized vehicles may be used or maintained on the yards or sidewalks or any Lot.



(b) The Board of Directors shall have the right, subject only to applicable law, to tow any vehicle(s), the keeping or-parking of which in such areas violates this Declaration, upon forty-eight (48) hours notice. No inoperable vehicle or other vehicle on which current registration plates are not displayed shall be kept within any Lot or on any part of the Common Area or roadways unless inside an approved enclosed outbuilding, if allowed.

12.6 Antennas. No satellite dish, television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure on any Lot except as follows:

(a) No satellite dish in excess of one meter in diameter will be allowed on any Lot.

(b) The preferred location and installation for a component will be in the rear of the Dwelling on the Lot or in the rear portion of the Lot so as not to be seen from the street. If these preferred locations preclude an acceptable quality of reception of any Lot, then the Owner will notify the Association in writing, through its Board of Directors, of such concern before installation. Notification must include the appropriate documentation related to preclusion of reception and identify other locations on the Lot upon which the owner wishes to locate and install the component.

(c) A component will be reasonably screened from view from any other Lot, Common Area or public road.

(d) A component will be painted in a fashion that will not interfere with reception but will blend into the background against which it is mounted.

Note: Owner is responsible for any damage and maintenance caused by installation of an approved antenna.

12.6 Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance, public or private, to the neighborhood, or which shall in any way interfere with the quiet enjoyment of any Owner. This shall not preclude occasional Association sponsored social or recreational events.

12.7 Inspections. During reasonable hours, the Declarant, any member of the ARC, a member of the Board of Directors of the Association, or any other agent or representative or any of them, shall have the right, after reasonable notice in writing (unless in the event of an emergency in which event no notice is required), to enter upon and inspect any Lot for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

12.8 General Standards.

(a) Nuisance Uses. No Lot shall be used except for residential purposes. No use shall be made of any Lot which will depreciate or adversely affect the value of the surrounding

Lots or of the neighborhood as first class residential property, except that a professional office may be maintained in a Dwelling provided that:

- (i) such maintenance and use is limited to the person actually residing in the Dwelling;
- (ii) such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation; and,
- (iii) such maintenance and use has been approved by the Board or ARC. As used in this Section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics.

Except as may be permitted by the foregoing, no Lot shall ever be used or caused or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes.

(b) Exceptions. Nothing contained in this Article shall limit the Association's use of the Property. Nothing contained in this Article shall prohibit a Builder or developer who owns or leases Lots from constructing a model home, engaging in commercial activities in association with the selling or leasing of Lots, or using Lots for storage during construction of improvements.

12.9 Temporary Dwellings. No structures of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding, shall be used on any Lot at any time as a Dwelling, either temporarily or permanently.

12.10 Construction Schedule. After commencement of construction of any improvements, the work thereon shall be diligently and continuously prosecuted, to the end that the improvements shall not remain in a partially finished condition any longer than reasonably necessary for completion thereof. Once commencement of construction of any improvements occurs, the Owner of the Lot on which such construction is taking place will diligently and continuously prosecute the completion of such improvements and will not allow such construction to be discontinued for a period longer than thirty (30) days without the prior written consent of Declarant or the ARC. In the event construction is discontinued due to strike(s) or labor dispute(s), inability to obtain labor or materials, sudden and unforeseen events, government restrictions or other reasons beyond the control of the Owner, the prohibition shall not apply so long as the Owner notifies Declarant or the ARC of the reason for the discontinuance, the steps being taken to correct the reason for the discontinuance and the anticipated amount of time before construction will continue, and such notice is updated every thirty (30) days.

12.11 Construction Debris. The Owner of a Lot, or part thereof, shall at all times keep contiguous public and private streets and street rights-of-way free from any dirt, mud, garbage, trash and other debris which is occasioned by construction of improvements on the Lot.

12.12 Signs. Only one (1) sign relating to real estate sales and rental of the Lot shall be permitted at any time. No sign may exceed three (3) feet in width or height. A professional sign company must prepare any sign. This Section shall not apply to signs installed or erected by Declarant or with Declarant's written approval, which may be withheld or granted in its sole discretion.

12.13 Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except a dog, a cat and/or other household pet, or combination thereof, may be kept on a Lot provided that they are not kept, bred or maintained for any commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on the Lot which result in any annoyance or are obnoxious to other Dwellings in the vicinity, and each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees and invitees, and to the Association, for any and all damage to person or property caused by any pets brought upon or kept upon the Lots, the Common Area or any other part of the Property by any Owner or by members of the family, guests, permittees or invitees of an Owner. No Owner shall permit any pet to be let out of that Owner's Dwelling except for on a temporary "as needed" basis. Any Owner keeping an animal on a Lot will comply with all requirements of law applicable to such animal.

12.14 HVAC and Other Mechanical Equipment. All HVAC and other mechanical equipment and fixtures, when located in the front or side of a Dwelling, shall be screened from view from public and private rights-of-way and adjacent Lots within the Property.

12.15 Lease Agreement. Any lease agreement between an Owner and a lessee shall be subject in all respects to the provisions of this Declaration, the Bylaws of the Association, and rules and regulations adopted by the Board of Directors, and any failure by the lessee to comply with the terms of such documents shall be a default under the lease, and a default under this Declaration by the Owner. All such leases shall be in writing and shall be for no shorter period of time than twelve (12) months.

12.16 Application of Restrictions. None of the foregoing restrictions in this Article shall be applicable to the activities of:

- (a) Declarant, its officers, employees, agents or assigns, in their development, marketing and sale of Lots or other parcels within the Property; or
- (b) To the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Areas.

### **Article XIII** **General Provisions**

13.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed or approved by the Owners representing of at least two-thirds (2/3) of the

votes in attendance at a duly called meeting of the Association at which a quorum is present has been recorded, agreeing to change this Declaration in whole or in part.

13.2 Amendment. So long as it still owns any portion of the Property or Additional Land, Declarant may unilaterally amend this Declaration by Supplemental Declaration for any purpose. Thereafter and otherwise, this Declaration may be amended by an instrument approved in writing by at least two thirds (2/3) of the Class "A" votes; provided, however, that no approval of the Owners shall be required (i) to effect the annexation of Additional Land by Declarant pursuant to Section 8.1 hereof; or (ii) to effect the withdrawal of any portion of the Property by Declarant pursuant to Section 8.4 hereof; or (iii) to make any technical amendment to this Declaration as requested by any government agency, mortgagee or insurer which does not materially or adversely affect the rights of the Owners. Any amendment must be recorded in the Clerk's Office and, if Owner approval is required, must either be signed by the required number of Owners or have appended to it an acknowledged certificate of the secretary of the Association that the amendment has been approved as required hereby.

13.3 Indemnification. The Association shall indemnify every officer, director and committee member as provided in the Articles.

13.4 Easements for Utilities, Etc.

(a) There is hereby reserved unto Declarant, so long as a Declarant owns any Additional Land or any of the Property, the Association, and the designees of each (which may include, without limitation, New Kent County, Virginia, and any utility), blanket easements upon, across, over and under all of the Property for the purpose of installing, replacing, repairing and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of the Property.

(b) Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities or utilities over, under or through any existing Dwelling on a Lot, and any damage to a Lot resulting from the exercise of this easement shall promptly be repaired. The exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry into any Lot shall be made only after reasonable notice to the Owner or occupant thereof.

(c) Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company and natural gas supplier easements across all Lots and the Common Areas for ingress, egress, installation, reading, replacing, repairing and maintaining utility meters and boxes. The exercise of this easement shall not extend to permitting entry into the Dwelling on any Lot. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the

Property, except as may be approved by the Association's Board of Directors or as provided by Declarant.

(d) Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Property.

(e) The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to New Kent County, Virginia, or to any other local, state or federal governmental entity, subject to such approval requirements as may be contained in Article XIV of this Declaration.

13.5 Easement for Overhanging Roofs and Eaves. Each Lot upon which there is a party wall or upon which a wall of a Dwelling is permitted to abut the side boundary line of the Lot and its Owner are hereby declared, by this reservation, to have an easement over each adjoining Lot and the Common Area, as the case may be, for overhanging roofs and eaves attached to improvements on the Lot, provided, however, that such encroachments may not exceed one (1) foot. No such easement shall be created in favor of a Lot if the encroachment occurred due to the willful misconduct of the Lot Owner.

13.6 Easement for Hedges and Fences. Each Lot and its Owner are hereby declared by this reservation to have an easement for encroachments on adjoining Lots or Common Area, as the case may be, due to hedges or fences, if any, (which shall have been previously approved by the ARC, belonging to such Lot, to the extent such hedge or fence encroaches on adjoining Lots or Common Area, provided such encroachments do not exceed one (1) foot or interfere with the use of any improvements on the servient property. No such easement shall be created in favor of an Owner if the encroachment occurred due to the willful misconduct of the Owner.

13.7 Easement for Errant Golf Balls. Every Lot and the Common Area and the common property of any Neighborhood adjacent to neighboring golf course are burdened with an easement permitting golf balls unintentionally to come upon such Common Area, Lots or common property of a Neighborhood and for golfers at reasonable times and in a reasonable manner to come upon the Common Area, common property of a Neighborhood, or the exterior portions of a Lot to retrieve errant golf balls; provided however, if any Lot is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers 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 any activity relating to any errant golf balls or the exercise of this easement: the Declarant, or any successor Declarant; the Association or its Members (in their capacity as such); the owner(s) of the adjacent golf course or their successors, successors-in-title, or assigns; any developer of a Neighborhood; any Builder or contractor (in their capacities as such); the golf course designer or builder; any officer, director, member, manager, or partner of any of the foregoing, or any officer, director, member or manager of any partner of any of the foregoing.

13.8 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

13.9 Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to perform maintenance pursuant to Section 4.1 hereof, and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws, any Supplemental Declaration and the rules of the Association; provided, nothing herein shall authorize any person to enter any Dwelling or other building constructed on a Lot without permission of the Owner unless reasonably believed to be necessary to avoid an imminent threat of personal injury or personal damage. This right may be exercised by the Association's Board of Directors, any agent or employee of the Association acting with the authorization of the Board of Directors, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

13.10 Use of the Words "Villages at Kentlands" and "Villages at Kentlands Homeowners Association". No Person, except Declarant, shall use the words "Villages at Kentlands" and "Villages at Kentlands Homeowners Association" or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the terms in printed or promotional matter where such term is used solely to specify that particular property is located within Villages at Kentlands and the Association shall be entitled to use the words "Villages at Kentlands" and "Villages at Kentlands Homeowners Association" in its name.

13.11 Compliance. Every Owner and occupant of any Lot shall comply with all lawful provisions of this Declaration, the Bylaws, and the rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the Bylaws.

13.12 Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board of Directors at least seven (7) 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 of Directors may reasonably require. Until such written notice is received by the Board of Directors, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of assessments, notwithstanding the transfer of title to the Lot.

13.13 Use of Association's Facilities. Notwithstanding any provisions or representation to the contrary, Owner acknowledges that, by purchasing or paying for a Lot, or by acquiring

membership in the Association, Owner does not acquire any vested right or easement, prescriptive or otherwise, to use or to continue to use the Association's facilities, nor does owner acquire any ownership or membership interest in the Association's facilities.

13.14 Conflicts. In the event of any conflict between the provisions of this Declaration and the provisions of the Bylaws or Articles, the provisions of this Declaration shall control.

**Article XIV**  
**Declarant's Right and Obligations**

14.1 Reserved Rights. Any or all of the special rights and obligations of Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein or in the Bylaws, as applicable, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Clerk's Office. Nothing in this Declaration shall be construed to require a Declarant or any successor to develop any of the Property or Additional Land in any manner whatsoever.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant and any Builder designated by Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, and sales offices, and Declarant and such designated Builder(s) shall have easements for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Lots owned by Declarant and any clubhouse or community center which may be owned by the Association, as models and sales offices, respectively.

14.2 Modifications. This Declaration shall not be amended in any manner that adversely affects Declarant's rights or powers during the Class "B" Control Period until Declarant consents in writing to that modification and the modification is recorded in the Clerk's Office.

**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]**

BK050660650

IN WITNESS WHEREOF, the undersigned have executed this Declaration this 13<sup>th</sup>  
day of July, 2007

DECLARANT:

KENTLAND INVESTMENTS, LLC, a  
Virginia limited liability company

By: [Signature]  
Name: Shawn Weingast  
Title: General Manager

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Richmond, to-wit:

I, Charles H. Rotherberg, a Notary Public in and for the jurisdiction aforesaid, do  
certify that the foregoing Declaration was executed and acknowledged before me this 13<sup>th</sup>  
day of July, 2007, by Shawn Weingast, as  
general manager of Kentland Investments, LLC, a Virginia limited liability  
company, on behalf of such company.

My commission expires:

[Signature]  
Notary Public  
CHARLES H. ROTHERBERG  
NOTARY PUBLIC  
REG # 21886  
MY COMMISSION EXPIRES  
4/30/2009  
COMMONWEALTH OF VIRGINIA

- Exhibit A Property Description for the Villages at Kentlands
- Exhibit B Additional Land



**BK050600651**

**EXHIBIT A**

**Property Description for the Villages at Kentlands**

ALL those certain lots, pieces or parcels of land, with improvements thereon and appurtenances thereunto belonging, lying and being in New Kent County, Virginia, as shown on subdivision plat made by Bury Partners, dated May 3, 2007, entitled "SUBDIVISION PLAT OF OAKMONT VILLAS PHASE I", recorded on June 27, 2007 in the Clerk's Office, Circuit Court, New Kent County, Virginia, at Instrument No. 070002693.

BK 050660652

**EXHIBIT B**  
**Additional Land**

ALL real property conveyed to Kentland Investments, LLC from Chesapeake Forest Products Company LLC and Chesapeake Forest Products Company, dated December 10, 2002, recorded on December 20, 2002 in the Clerk's Office, Circuit Court, New Kent County, Virginia, in Deed Book 0360, Page 0672, less and except the real property included in Exhibit A hereto.

BK0506260653

EXHIBIT C

Additional Tax Map Nos.

33B7 (4) 1 B	33B6 (1) 1 GA	33B6 (1) 1 YD
33B7 (4) 1 BB	33B6 (1) 1 GB	33B6 (1) 1 ZA
33B7 (5) 1 AA	33B6 (1) 1 GC	33B6 (1) 1 ZB
33B7 (5) 1 AB	33B6 (1) 1 GD	33B6 (1) 1 ZC
33B7 (5) 1 AC	33B6 (1) 1 HA	33B7 (4) 1 76
33B7 (5) 1 BA	33B6 (1) 1 HB	33B7 (4) 1 77
33B7 (5) 1 BB	33B6 (1) 1 HC	33B7 (4) 1 78
33B7 (5) 1 BC	33B6 (1) 1 HD	33B7 (4) 1 79
33B7 (5) 1 BD	33B6 (1) 1 IA	33B7 (4) 1 80
33B7 (5) 1 CA	33B6 (1) 1 IB	33B7 (4) 1 81
33B7 (5) 1 CB	33B6 (1) 1 IC	33B7 (4) 1 82
33B7 (5) 1 CC	33B6 (1) 1 ID	33B7 (4) 1 83
33B7 (5) 1 CD	33B6 (1) 1 WA	33B7 (4) 1 84
33B6 (1) 1 DA	33B6 (1) 1 WB	33B7 (4) 1 85
33B6 (1) 1 DB	33B6 (1) 1 WC	33B7 (4) 1 86
33B6 (1) 1 DC	33B6 (1) 1 WD	33B7 (4) 1 87
33B6 (1) 1 DD	33B6 (1) 1 XA	33B7 (4) 1 88
33B6 (1) 1 EA	33B6 (1) 1 XB	33B7 (4) 1 89
33B6 (1) 1 EB	33B6 (1) 1 XC	33B7 (4) 1 90
33B6 (1) 1 EC	33B6 (1) 1 XD	33B7 (4) 1 91
33B6 (1) 1 ED	33B6 (1) 1 YA	33B7 (4) 1 92
33B6 (1) 1 FA	33B6 (1) 1 YB	33B7 (4) 1 93
33B6 (1) 1 FB	33B6 (1) 1 YC	33B7 (4) 1 94
33B6 (1) 1 FC		

INSTRUMENT #070002986  
RECORDED IN THE CLERK'S OFFICE OF  
NEW KENT COUNTY ON  
JULY 17, 2007 AT 01:43PM  
KAREN A. BUTLER, CLERK

RECORDED BY: ADM

**VILLAGES AT KENTLANDS HOMEOWNERS ASSOCIATION, INC  
UNANIMOUS CONSENT OF BOARD OF DIRECTORS IN LIEU OF MEETING**

The undersigned, being the Board of Directors of Villages at Kentland Homeowner's Association, Inc., a Virginia non-stock corporation (the "Association"), do hereby consent to the adoption of a \$20.00 late fee for any assessment not paid within 5 days after the due date.

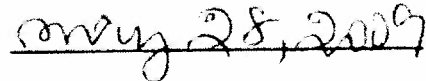
Effective Date: May 15, 2009


**DIRECTORS:**

  
\_\_\_\_\_  
KRISHNAN SUTHANTHIRAN

  
\_\_\_\_\_  
SHAWN WEINGAST

**DATE EXECUTED:**

  
\_\_\_\_\_  
May 28, 2009

  
\_\_\_\_\_  
1 Jun 09



***Insurance Information***

# ACORD™ CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY)  
6/17/2013

PRODUCER

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

Williamsburg Ins Agency, LLC  
4324 New Town Ave, Suite B2  
Williamsburg, VA 23188  
757-476-5816

### COMPANIES AFFORDING COVERAGE

- COMPANY  
A Nationwide Mutual Ins Co
- COMPANY  
B
- COMPANY  
C
- COMPANY  
D

INSURED

Villages of Kentland HOA, Inc.  
  
10100 Kentland Rd  
Provident Forge, VA 23140

### COVERAGES

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

CO. TR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	<input checked="" type="checkbox"/> PROPERTY	ACPBPHM2404455561	5/24/13	5/24/14	<input checked="" type="checkbox"/> BUILDING	\$444,000
	CAUSES OF LOSS				<input type="checkbox"/> PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC				<input checked="" type="checkbox"/> BUSINESS INCOME	\$12 MONTHS
	<input type="checkbox"/> BROAD				<input checked="" type="checkbox"/> EXTRA EXPENSE	\$12 MONTHS
	<input checked="" type="checkbox"/> SPECIAL				<input type="checkbox"/> BLANKET BUILDING	\$
	<input type="checkbox"/> EARTHQUAKE			<input type="checkbox"/> BLANKET PERS PROP	\$	
	<input type="checkbox"/> FLOOD			<input type="checkbox"/> BLANKET BLDG & PP	\$	
	<input type="checkbox"/> INLAND MARINE				\$	
	TYPE OF POLICY				\$	
	CAUSES OF LOSS				\$	
	<input type="checkbox"/> NAMED PERILS				\$	
	<input type="checkbox"/> OTHER				\$	
	<input checked="" type="checkbox"/> CRIME	ACPBPHM2404455561	5/24/13	5/24/14	<input checked="" type="checkbox"/> EMPLOYEE	\$100,000
	TYPE OF POLICY				<input type="checkbox"/> DISHONESTY	\$
	<b>FIDELITY</b>					\$
	<input type="checkbox"/> BOILER & MACHINERY				\$	
	<input checked="" type="checkbox"/> OTHER	ACPBPHM2404455561	5/24/13	5/24/14	<input type="checkbox"/> PER OCC	\$2,000,000
	<b>LIABILITY</b>				<input type="checkbox"/> PER AGG	\$4,000,000

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY  
**HABITATIONAL MASTER POLICY FOR HOMEOWNER'S ASSOCIATION COVERING CLUBHOUSES, SWIMMING POOL, SIGNS, LIGHTS & FENCE**

SPECIAL CONDITIONS/OTHER COVERAGES

### CERTIFICATE HOLDER

UNITED PROPERTY ASSOCIATES  
C/O CURT BURTON  
103 BULIFANTS BLVD  
WILLIAMSBURG, VA 23188

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Elaine O'Neil*

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**Villages of Kentland HOA, Inc.**  
*Commercial Insurance Application*

Quote Number: ACP 2404455561

Effective: 05/24/2013 to 05/24/2014

**Notice of Insurance Information Practices**

Personal information about you, including information from a credit report, may be collected from persons other than you in connection with this application for insurance and subsequent policy renewals. Such information as well as other personal and privileged information collected by us or our agents may in certain circumstances be disclosed to third parties without your authorization. You have the right to review your personal information in our files and can request correction of any inaccuracies. A more detailed description of your rights and our practices regarding such information can be accessed using the 'Privacy Statement' link located at the bottom of the Agent Center or by contacting your agent or broker and asking for additional details about our information and disclosure practices.

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and (NY: Substantial) civil penalties. (Not applicable in CO, FL, HI, MA, NE, OH, OK, OR, or VT; in DC, LA, ME, TN, VA and WA, insurance benefits may also be denied.)

In Florida, any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

The applicant has read, understands, and agrees to abide by the terms and conditions outlined in this application . . . . .  Yes  No  
By checking this box, I am providing my electronic signature to this document. Agent Signature: . . . . .  Yes  No  
The undersigned is an authorized representative of the applicant and certifies that reasonable inquiry has been made to obtain the answers to questions on this application. He/She certifies that the answers are true, correct and complete to the best of his/her knowledge.

*SIGNED FOR PER THE DIRECTOR'S, SHAWN WEINGAST'S REQUEST*  
*William C. Burton* *5-24-13*  
\_\_\_\_\_  
Applicant's Signature Date  
*William C. Burton*



**Nationwide**  
On Your Side™

Williamsburg Insurance Agency LLC  
(757) 476-5816

**Villages of Kentland HOA, Inc.**  
*Commercial Insurance Application*

Quote Number: ACP 2404455561

Effective: 05/24/2013 to 05/24/2014

**Binding Information**  
Agent 93150 - Williamsburg Insurance Agency LLC  
Producer 003 - ELAINE MARIE OBIE  
State Producer License Number 510276

Is Coverage Bound? Yes

Date/Time Bound 05/24/2013 12:46 PM CST


Account Summary	Policy Prefix	Company	Premium
Coverage Type Premier Businessowners	BPHM	Nationwide Mutual	\$ 2,300.00

**Total Premium: \$ 2,300.00**

This quote is based on information provided and rates in force at the time of quotation and is subject to underwriting. Any changes to the information submitted, made for any reason, including but not limited to underwriting actions, loss control, verification and validation of information or changes initiated at the time of submission, may result in a change in the final premium offered.  
Coverage is not bound and no coverage will be afforded by this quotation. This insurance quote is not a part of the insurance policy. If there is any discrepancy in the coverages shown in this quote and that of the actual policy issued, the policy coverages will prevail.

**Billing Summary**  
Billing Method : Direct Bill  
Down Payment Amount : Pending  
Billing Frequency : Monthly

The applicant has read, understands, and agrees to abide by the terms and conditions outlined in this application .....  Yes  No  
By checking this box, I am providing my electronic signature to this document. Agent Signature: .....  Yes  No  
The undersigned is an authorized representative of the applicant and certifies that reasonable inquiry has been made to obtain the answers to questions on this application. He/She certifies that the answers are true, correct and complete to the best of his/her knowledge.

*SIGNED FOR PER DIRECTOR'S, SHAWN W EINGAST'S REQUEST.*  
  
Applicant's Signature William C. Burton 5-24-13 Date