

Liberty Ridge
Homeowners' Association, Inc.
Disclosure Packet

LIBERTY RIDGE HOMEOWNERS' ASSOCIATION, INC.

DISCLOSURE PACKET

Purchaser(s): _____

Lot: Lot ____, Section ____

1. The name of the Association is "Liberty Ridge Homeowners' Association, Inc." The Association is incorporated in Virginia under the Virginia Nonstock Corporation Act. The Registered Agent for the Association is Thomas E. Carr & Associates, P.C., 10304 Pebblebrook Place, Henrico, Virginia 23238.

2. No expenditure of funds requiring any assessment in addition to the annual assessment in 2019 has been approved by the Association or its Board of Directors.

3. The following mandatory assessments, fees and charges apply to each lot in Liberty Ridge:

Working Capital Contribution at Closing	\$600
Annual Assessment	\$600

No amounts attributable to the Lot are outstanding and unpaid.

4. At closing, the first purchaser of a lot must reimburse JCC, L.L.C., a Virginia limited liability company that is developer of Liberty Ridge, \$4,000 in connection with its prepayment of the fee required to be paid to in order to connect the improvements to be built on the Lot to the public water system.

5. The Association has not conducted a formal reserve study and does not maintain any reserve or replacement fund.

6. The Association's budget for 2019 is attached as Exhibit "A". The Association's statement of profit and loss for the year ended December 31, 2018 is attached as Exhibit "B".

7. The Association is not a party to any pending suit or unpaid judgment.

8. The following insurance is maintained by the Association for the benefit of all Members:

- a. The Association maintains a blanket fidelity bond or employee dishonest insurance policy insuring the Association against losses resulting from theft or dishonesty committed by the officers, Directors, or persons, if any, employed by the

Association, or committed by the Association's managing agent, if any, or employees of the managing agent. The amount of such bond is \$10,000.

- b. The Association maintains general liability insurance and, at such time as proposed amenities for Liberty Ridge are completed, will maintain property and casualty insurance coverage for them.

Lot owners are encouraged to obtain their own property, casualty and general liability insurance policies.

9. No improvements or alterations have been made to the Lot and no uses have been made of the Lot that violate the Declaration of Covenants, Conditions and Restrictions for Liberty Ridge to which the Lot is subject, the Architectural Guidelines issued by the Declarant pursuant thereto, or the Articles of Incorporation, Bylaws or Rules and Regulations of the Association.

10. Pursuant to the Declaration, no sign may be erected or maintained on any lot in Liberty Ridge (including a sign advertising the lot for sale) until the proposed sign size, color, content and location shall have been approved by the Design Review Board. No alteration in the appearance of any sign may be made without like approval. In lieu of approving individual signs, the Design Review Board may establish guidelines governing signs, and in such event shall be deemed to have approved of any sign erected or maintained on any Lot that is in compliance with such guidelines. No such guidelines have been adopted.

11. The Board of Directors of the Association has adopted a flag rule governing the display of flags on lots in Liberty Ridge. A copy of the rule is attached as Exhibit "C".

12. The Liberty Ridge Design Review Board must approve any proposed installation of solar energy collection devices on the Lot.

13. Copies of the Declaration and Architectural Standards for Liberty Ridge and of the Articles of Incorporation, Bylaws and Rules and Regulations of the Association (other than the flag rule, which is separately attached as Exhibit "B") are attached as Exhibit "D".

14. There are no approved minutes of the Board of Directors of the Association or of Association meetings for the preceding six calendar months.

15. The owner of the Lot has not been given any notice by the Association of any current or pending rule or architectural violation relating to the Lot.

16. A copy of the cover-sheet developed by the Common Interest Community Board pursuant to Virginia law is attached as Exhibit "E".

17. The Association has filed the annual report required by Section 55-516.1 of the Code of Virginia (1950). The Association has been assigned a filing number by the Common Interest Community Board, which is 0550007873. The expiration date of the filing is August 31, 2017.

18. There are no known project approvals currently in effect issued by secondary mortgage market agencies.

19. The Association has adopted procedures for hearing complaints concerning alleged violations of applicable law by the Board of Directors or the Association. The Association's Statement of Complaint Procedures is attached as Exhibit "F".

Exhibits to Disclosure Packet

Liberty Ridge

Exhibit "A"	Budget – 2019
Exhibit "B"	Financial Statements
Exhibit "C"	Flag Rule
Exhibit "D"	Declaration, Architectural Standards, Articles of Incorporation, Bylaws and Rules and Regulations
Exhibit "E"	Common Interest Community Board Cover-Sheet
Exhibit "F"	Statement of Complaints Procedures

Exhibit "A" to Disclosure Packet

2019 Budget

Income

Assessments	23,400
Late Fees	0
Working Capital Contributions	2,400
Disclosure Package	600

Total Income **\$26,400**

General & Admn. Expenses

Tax Preparation Fees	150
License/Registration	25
Property Insurance	2,400
Legal Expenses	200

Total General & Admn. **\$2,775**

Maintenance Expenses

Signage	1,000
Landscape	
Extras/Annuals	5,625
Lawn Maintenance	17,000

**Total
Maintenance** **\$23,625**

Net Income **\$(0)**

Exhibit "B" to Disclosure Packet

2018 Statement of Profit and Loss

Income:	
Assessments	\$22,607
Capital Contribution	\$4,200
Disclosure Package	\$600
Developer Subsidy Income	\$0
Total Income	\$27,407
Expenses:	
Insurance	\$2,382
Tax Preparation Fees	\$145
Legal Fees	\$200
License & Registration	\$71
Taxes	\$8
Repairs & Maintenance	\$0
Landscape Maintenance	\$26,199
Irrigation	\$0
Total Expenses:	\$29,005
Operating Profit (Loss)	(\$1,598)

Exhibit "C" to Disclosure Packet

Flag Rule

LIBERTY RIDGE HOMEOWNERS' ASSOCIATION, INC.

DISPLAY OF FLAGS

The Board of Directors encourages displays of patriotism by residents through flag display. At the same time, the Board must establish and thereafter be able to modify, supplement or amend from time to time (or grant waivers with respect to) rules and regulations identifying the flags that may be flown, the manner in which they may be flown, and the number that may be flown at any one residence in order to maintain the high standards that characterize Liberty Ridge generally. In light of the above, on March 31, 2009, by unanimous vote, the Board adopted the following initial rules and regulations concerning the display of flags:

1. Without the consent of the Board, but subject to the rules and regulations governing display of flags set forth below, residents may fly the flags of:
 - the United States of America,
 - the Commonwealth of Virginia,
 - any active branch of the armed forces of the United States (e.g., army, navy, air force or marines), and/or
 - a military valor or service award of the United States.
2. No other flag may be flown without the prior consent of the Board, acting in its sole and absolute discretion.
3. No flag may be placed within any residence at Liberty Ridge so as to cover a door or window in whole or in part with the objective of making the flag visible from the exterior of the residence. In the event of any dispute about the application of this rule, the Board's decision is final.
4. Flags may only be flown on a house mounted flag pole not more than six (6) feet in length or a free standing flag pole not more than fifteen (15) feet tall, provided no free standing flag pole may be installed between the front of the house and the right-of-way line of the adjoining street. In the case of corner lots, no freestanding flag pole may be installed between the rights-of-way line of either adjoining street and the front or side of the house, as the case may be, facing such right-of-way lines.
5. No freestanding flagpole may be located closer than twenty (20) feet to any property line.

6. No more than one (1) house mounted pole and one (1) free standing flagpole installed directly into the ground may be installed on any Lot.
7. No flag may exceed 3 feet by 5 feet.
8. No flag may be flown within the Common Open Space without the prior consent of the Board, acting in its sole and absolute discretion.
9. Residents must exercise due care to assure that flags being flown remain in good condition. The Board may require the removal of any flag being flown that it finds to be torn, frayed or tattered, stained, or otherwise if a resident fails to replace such flag with a suitable replacement within ten (10) days after receiving a request to do so from the Board.
10. If the flag of the United States of America is flown, it must be flown in compliance with the provisions of the American Flag Code. The Board may require the removal of any flag not being flown in compliance with such Code if the resident fails to remedy any violation(s) of such Code within ten (10) days after receiving a request to do so from the Board.
11. The Board may modify, alter or amend the rules and regulations governing display of flags at Liberty Ridge at any time or from time to time in its sole and absolute discretion.

Exhibit "D" to Disclosure Packet

Governance Documents

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
LIBERTY RIDGE**

090006729

This instrument prepared by Thomas E. Carr & Associates, P.C., 10304 Pebblebrook Place, Richmond, Virginia 23238.

Tax Map Parcels: Portions of 3030100002

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

LIBERTY RIDGE

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made as of this 17th day of February, 2009 by JCC, L.L.C., a Virginia limited liability company ("Declarant" and a "Grantor" and "Grantee" for indexing purposes), LIBERTY RIDGE HOMEOWNERS' ASSOCIATION, INC. a Virginia non-stock corporation ("Association" and a "Grantor" and "Grantee" for indexing purposes), and BB&T-VA COLLATERAL SERVICE CORPORATION, a Virginia corporation ("Trustee" and a "Grantor" for indexing purposes) provides:

WITNESSETH:

WHEREAS, Declarant is the owner of the real property located in James City County, Virginia and described in EXHIBIT "A" attached hereto and by this reference made a part hereof and desires to create thereon a residential community to be known as "Liberty Ridge";

WHEREAS, Declarant wishes to declare certain covenants, restrictions and affirmative obligations affecting such property;

WHEREAS, Liberty Ridge Homeowners' Association, Inc. has been incorporated under the laws of the Commonwealth of Virginia to exercise the functions that are hereinafter more fully set forth; and

WHEREAS, Declarant entered into that certain Credit Deed of Trust recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and James City County, Virginia, as Instrument Number 040024439 (such Deed of Trust, as subsequently modified or amended, the "Deed of Trust"), pursuant to which Declarant granted a lien on the aforementioned property to Trustee for the benefit of the Branch Banking and Trust Company of Virginia, to secure certain obligations of Declarant more particularly described therein, and Trustee, at the direction of such Bank, wishes to join herein to subordinate the lien of the Deed of Trust to the provisions of this Declaration;

NOW, THEREFORE, Declarant declares that the property described on EXHIBIT "A" attached hereto and by this reference made a part hereof is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, affirmative obligations, conditions, easements, charges, assessments and liens hereinafter set forth.

ARTICLE I: DEFINITIONS

Returned to: Aaron Millikin
JCC, LLC 6101 Walkers Ferry Lane
Suffolk, Va 23435

When used in this Declaration the following words and terms shall have the following meanings:

(a) "Additional Property" means (i) the property described on EXHIBIT "B", and (ii) any property contiguous or adjacent to any portion of the Property.

(b) "Annual Assessments" means the assessments levied by the Board pursuant to Article VIII, Section 3.

(c) "Articles" means the Articles of Incorporation of the Association, as amended from time to time.

(d) "Assessments" means Annual Assessments and Special Assessments.

(e) "Association" means the Liberty Ridge Homeowners' Association, Inc., a Virginia non-stock corporation, its successors and assigns.

(f) "Authority" means the James City Service Authority.

(g) "Board" means the Board of Directors of the Association.

(h) "Burdened Property" means the property described on EXHIBIT "A" and any Additional Property hereafter subjected to the provisions of this Declaration by Declarant pursuant to the provisions of Article II, Section 2. The property initially constituting the Burdened Property is commonly known as Section 1, Liberty Ridge.

(i) "Bylaws" means the Bylaws for the Association adopted by the incorporator of the Association, as modified or amended from time to time by the Board.

(j) "Clerk's Office" means the office of the Clerk of the Circuit Court of the County.

(k) "Common Open Space" means those tracts of land (including any Common Open Space Improvements thereupon) that are designated as "common open space", "conservation areas or easements" or "common area" in any conveyance by Declarant to the Association or on any subdivision plat recorded in the Clerk's Office, are otherwise intended by Declarant to be conveyed to the Association for the use and enjoyment of its Members, or are burdened by easements for the benefit of Declarant and/or the Association. Without limiting the generality of the foregoing, for purposes of this Declaration any trail system created by Declarant pursuant to the provisions of Article II, Section 5 and Lot 51 of Section 1 of Liberty Ridge shall be deemed to be Common Open Space.

(l) "Common Open Space Improvements" means those Improvements constructed upon the Common Open Space.

(m) "County" means James City County, Virginia.

(n) "Declarant" means JCC, L.L.C., a Virginia limited liability company, and its successors and any Person to whom or which it has expressly assigned its rights or delegated its duties hereunder (whether in whole or in part) pursuant to an instrument recorded in the Clerk's Office or to which such rights and duties have been deemed to have been assigned and delegated pursuant to this Declaration.

(o) "Declaration" means this instrument.

(p) "DRB" means the design review board appointed by the Board pursuant to this Declaration, or, if the Board does not appoint such a board, the Board.

(q) "Eligible Noteholder" means a Noteholder which has given the Association written notice of its status as such, accompanied by an identification of the Lot or Lots encumbered by the deed of trust or deeds of trust of record for its benefit.

(r) "General Plan" means the plan labeled as such, dated January 8, 2009, prepared by Kimley-Horn and Associates, Inc., as such plan may be modified from time to time.

(s) "Improvement" means any improvement duly approved pursuant to this Declaration.

(t) "Interested Party" means a Type "A" Member, Tenant, immediate family member, guest, invitee, licensee or agent of such Member or Tenant, or domestic partner, parent and/or grandchild residing with such Member or Tenant and, for so long as there is a Type "B" Member, employees and agents of the Type "B" Member.

(u) "Liberty Ridge" means the community by that name Declarant intends to develop upon the Burdened Property.

(v) "Lot" means any portion of the Burdened Property shown on a subdivision plat recorded in the Clerk's Office on which is constructed or is intended to be constructed a single family home.

(w) "Members" means the Type "A" Members and Type "B" Member, if any, collectively.

(x) "Noteholder" means any institutional holder of a note secured by a deed of trust encumbering a portion of the Burdened Property as security for the performance of an obligation.

(y) "Owner" means (i) the record owner(s) of fee simple title to any Lot, (ii) for so long as it owns any portion of the Burdened Property or Additional Property upon which it anticipates that lots will be shown on an instrument to be recorded in the Clerk's Office, Declarant, and (iii) where the context so requires, the Association with respect to the Common Open Space other than those portions of the trail system contemplated by Article II, Section V located on Lots other than Lot 51, Section 1, Liberty Ridge, but does not mean or refer to any Person having an interest

in a Lot solely by virtue of a contract or a trustee or Noteholder, its successors or assigns, unless it has acquired fee simple title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure.

(z) "Person" means any individual or form of legal entity recognized under the laws of the Commonwealth of Virginia.

(aa) "Recognized Holiday" means any day upon which commercial banks in the County are not open for business (other than via automatic teller machines or any other form of conducting business without direct customer-to-natural person interaction).

(bb) "Reserve Fund" means the fund created pursuant to this Declaration.

(cc) "Rules and Regulations" means the rules and regulations adopted from time to time by the Board, if any.

(dd) "Special Assessment" means a special assessment levied pursuant to this Declaration.

(ee) "Tenant" means the lessee of a Lot and the Improvements thereupon.

(ff) "Type "A" Member" means an Owner other than Declarant, provided that at such time as the Type "B" Membership no longer exists, Declarant shall be deemed to be a Type "A" Member with respect to Lots owned by it, if any.

(gg) "Type "B" Member" means Declarant.

(hh) "Water Conservation Agreement" means the agreement titled "Water Conservation Requirements Liberty Ridge, James City County", dated February 27, 2008, between Declarant and the Authority.

ARTICLE II: BURDENED PROPERTY; RESERVED EASEMENTS; SUBDIVISION

Section 1. Burdened Property. The Burdened Property shall be held, transferred, sold, conveyed, given, donated, leased, improved, occupied, and used subject to this Declaration.

Section 2. Additional Property. For so long as it is an Owner, Declarant may in its sole and absolute discretion (but shall not be obligated to) subject all or any portion of the Additional Property to the provisions hereof by recording a supplemental declaration in the Clerk's Office describing the portion of the Additional Property involved, with such modifications hereto to be applicable to such Additional Property as Declarant may in its sole and absolute discretion deem appropriate, provided no such modification shall materially adversely affect use and enjoyment of the Burdened Property as a residential community.

Section 3. Withdrawal of Property. For so long as it is an Owner, Declarant may in its sole and absolute discretion (but shall not be obligated to) withdraw all or any portion of the Burdened

Property that has not yet been subjected to subdivision by recordation of a subdivision plat in the Clerk's Office from the provisions of this Declaration, provided no such withdrawal shall materially adversely affect use and enjoyment of the balance of the Burdened Property as a residential community.

Section 4. Utilities Easement. Declarant reserves a non-exclusive perpetual, alienable easement on, over and under the Burdened Property to erect, maintain, and use or to permit third parties to erect, maintain, and use electric, cable television, telephone and other utility poles, wires, cables, and conduits, streetlights, drainage ways, water mains, and all related equipment for the provision of electric, telephone, gas, water, drainage, television, internet or other public conveniences or utilities to the Property; provided, however, that without the consent of the Owner thereof, no such utility easement shall be applicable to any portion of any Lot or the Common Open Space that may (a) have been used prior to the installation of such utilities on such portion of the Lot or Common Open Space for construction of Improvements, or (b) be designated as the site for a single family detached home, accessory building or other structure on a site plan that has been approved by the DRB. The foregoing easement includes the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or to take any other similar action necessary to provide utility services and to maintain reasonable standards of appearance.

Section 5. Trails. Declarant reserves a non-exclusive, perpetual, alienable easement on, over and under the Burdened Property to construct, maintain, repair and/or replace a walking and biking trail system and associated landscaping for the use and enjoyment of Interested Parties, and, with respect to the portions of such system located or to be located on Lots 1 and 78, Section 1, Liberty Ridge, the general public.

Section 6. Subdivision. Except as set forth below, no Lot shall be subdivided or its boundary lines changed without the prior written consent of Declarant. Declarant may replat any Lot owned by it and take such other steps as may in its sole discretion be necessary to make such replatted Lot suitable and fit as a building site. In addition, two (2) or more contiguous Lots may be combined by an Owner into one (1) larger Lot, and, in such event, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of this Declaration.

Section 7. Forms of Single-Family Housing Permitted. Declarant may improve or permit improvement of the Burdened Property with any form of single-family housing unit permitted by the zoning, subdivision and other ordinances of the County applicable thereto, impose or permit the imposition of a condominium regime or other form of common interest community regime upon any portion of the Burdened Property, and, via a supplemental declaration hereto, make such modifications herein as may in Declarant's sole and absolute discretion be necessary or desirable with respect to any portion of the Burdened Property then owned by Declarant [or, if not then owned by Declarant, entered into by the owner(s) thereof], without the jointure or consent of any Owner or third party, provided no such modification shall materially adversely affect use and enjoyment of the Burdened Property as a forested residential community.

ARTICLE III: OPEN SPACE

Section 1. Easement of Enjoyment. Subject to the provisions of this Declaration, the Rules and Regulations, and any fees or charges established by the Association, every Interested Party shall have a perpetual, nonexclusive easement of enjoyment in and to the Common Open Space, including but not limited to the right to use such Common Open Space Improvements as may exist from time to time. Other than with respect to Interested Parties who are employees and/or agents of Declarant, such easement shall not be personal, but shall run with the land. Except as set forth below, and with respect to the right of the general public to use the portions of the trail system located or to be located on Lots 1 and 78, Section 1, Liberty Ridge, and subject to matters of record prior to recordation of this Declaration in the Clerk's Office, the granting of the foregoing easement in no way grants to anyone other than the Interested Parties the right to enter the Common Open Space without the prior written permission of the Board, and the rights granted an Interested Party who is a Type "A" Member shall terminate as to such Member and all those, if any, claiming by, through or under such Member at such time as such Member no longer is an Owner. As determined in the sole and absolute discretion of the Board, third parties may have access to and enjoyment of the Common Open Space subject to Rules and Regulations and user fees established by the Board.

Section 2. Extent of Easement. The easement of enjoyment created pursuant to Section 1 above is subject to the following rights of the Association:

- (a) those contained elsewhere herein;
- (b) to take such steps as are reasonably necessary to protect the Common Open Space against foreclosure;
- (c) to grant easements to any public or private utility or pursuant to the provisions of Article X, Section 8; and
- (d) to give or sell all or any part of the Common Open Space, including leasehold interests in Common Open Space Improvements, to any public agency, authority, service district or utility or any private concern, in which event such easement shall terminate unless expressly assumed by such agency, authority, district, utility or concern.

Section 3. Certain Rights of Declarant. Notwithstanding anything contained in this Article to the contrary, Declarant, for so long as it is an Owner, and its express assigns shall be entitled to use and enjoy the Common Open Space (including all Common Open Space Improvements and all personal property related thereto) for sales and marketing functions in connection with marketing Lots for sale to third parties and may maintain sales offices, a management office in Liberty Ridge on a Lot, within any Common Open Space Improvement, whether or not conveyed to the Association, or on any portion of the Burdened Property not yet subdivided into Lots and one (1) or more model homes on Lots within Liberty Ridge. Such office or offices may be of a size determined by Declarant and may be located or relocated from time to time by Declarant, in either case in its sole and absolute discretion.

Section 4. Damage or Destruction of Common Open Space by Interested Party. If any portion of the Common Open Space or any Common Open Space Improvement is damaged or destroyed by an Interested Party, the Association or Declarant shall repair such damage to the extent practicable in a good and workmanlike manner and in substantial conformance with the original plans and specifications of the Common Open Space or Common Open Space Improvement involved, or as such Common Open Space or Common Open Space Improvement may have been theretofore modified or altered, in the discretion of the Association or Declarant. In the case of such damage or destruction caused by an Owner that is a Type "A" Member or an Interested Party that is or is claiming through an Owner that is a Type "A" Member, the cost of such repairs shall be a Special Assessment against the Lot of such Member and a personal obligation of such Member. In the case of such damage or destruction caused by an Interested Party that is an employee or agent of Declarant, such cost shall be reimbursed by Declarant.

Section 5. Right to Convey. Subject to the right to reserve such easements as Declarant in its sole discretion deems necessary or desirable, Declarant reserves the right to dedicate, transfer, sell, convey, lease or give to the Association any portion of the Common Open Space or any Common Open Space Improvement, subject to the provisions of this Article and all other restrictions or limitations that Declarant shall elect to impose. The Association shall not be required to join in any instrument of conveyance. As an appurtenance to any such dedication, transfer, sale, conveyance, lease or gift, the Association shall have all of the powers, immunities, and privileges reserved unto Declarant in this Article with respect to the property involved as well as all of Declarant's obligations with respect thereto, provided, however, that so long as Declarant is an Owner, Declarant, in addition to and jointly with the Association, shall retain all rights reserved unto it in this Article.

Section 6. Improvements. Subject to the approval of the DRB, the Common Open Space may be improved with facilities for social, recreational and community buildings, public and private clubs, playground areas and other recreational facilities, indoor and outdoor recreational establishments. The procedures for consideration of any proposed improvements to the Common Open Space shall be analogous to those for consideration of proposed improvements to Lots contained in Article IV. Any improvements to the Common Open Space made by or at the direction of Declarant shall be deemed to have been approved by the DRB.

Section 7. Declarant's Right of Access. For so long as it is an Owner, Declarant reserves the right to enter upon the Common Open Space to construct, landscape, maintain, operate, repair and replace any Common Open Space Improvements located or to be located thereupon or for any other purpose it believes to be necessary in its sole discretion. Without limiting the generality of the foregoing, if the Association fails to fulfill any of its obligations with respect to the Common Open Space and Common Open Space Improvements imposed upon it by this Declaration, and does not cure such failure (other than in the event of an emergency, in which case no such notice shall be required) within thirty (30) days after receipt of notice thereof from Declarant, Declarant shall be entitled to exercise such right of access to remedy such failure and to recover all of its out-of-pocket costs reasonably incurred in connection with remedying such failure from the

Association, which costs shall be paid by the Association to Declarant within thirty (30) days following demand.

Section 8. Use. The Common Open Space and Common Open Space Improvements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Lots. Other than as set forth in this Declaration, no Interested Party shall make any private, exclusive or proprietary use of the Common Open Space, the Common Open Space Improvements, or any portion thereof without the prior written approval of the Board, which shall only have the authority to approve such use on a temporary basis.

Section 9. Obstructions. No Person shall obstruct access to or egress from or impede the rightful use of the Common Open Space or any Common Open Space Improvement. Other than with respect to personal property ordinarily used in connection with permitted uses of the Common Open Space and Common Open Space Improvements, no Person shall place or cause or permit anything to be placed on or in the Common Open Space or any Common Open Space Improvement or alter, construct or remove anything from the Common Open Space or any Common Open Space Improvement without the approval of the Board.

Section 10. Vehicles. Except in connection with construction activities, no trucks, trailers, campers, recreational vehicles, or other large vehicles, including grounds maintenance equipment, may be parked on any portion of the Common Open Space other than in such parking areas and for such time periods as may be designated for such purpose. All vehicles must be parked so as not to impede traffic or damage vegetation. No junk, derelict or inoperative vehicle or vehicle on which current registration plates and current inspection stickers are not displayed shall be kept upon any portion of the Common Open Space. Vehicle repairs and storage of vehicles are not permitted on the Common Open Space other than to the extent expressly approved by the Board. No motor vehicles, including, but not limited to, trail bikes, motorcycles, dune buggies, golf carts, snowmobiles and scooters, but excluding such vehicles as are authorized by the Board in order to maintain, repair, or improve the Common Open Space, shall be driven upon any portion of the Common Open Space other than paved access driveways and parking lots. No vehicle parked on any portion of the Common Open Space may be used for habitation purposes.

Section 11. Pets. Pets shall not be permitted upon the Common Open Space or any Common Open Space Improvement unless accompanied by someone who controls the pet and unless carried or leashed. Pet droppings shall be removed by the person in control of the pet. Pets shall not be curbed on lawns, shrubbery, flowers or trees.

Section 12. Subordination of Easements. No Owner may subordinate any easement granted or reserved herein to any encumbrance upon such Owner's Lot.

Section 13. Not a Bailee. Declarant, the Board, the Association, and the other Members shall not be considered bailees of any personal property placed or stored on the Common Open Space (including personal property within vehicles parked on the Common Open Space), and shall

not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE IV: ARCHITECTURAL CONTROL

Section 1. Architectural Standards, Etceteras. The Board may appoint a design review board or serve as such itself, at its sole election. If the Board appoints such a board, it may thereafter disband and reconstitute it from time to time. The DRB may establish and may amend from time to time architectural standards, construction specifications, sign regulations, mailbox and post lamp regulations, landscape guidelines, environmental rules and regulations, and other standards and guidelines that shall apply uniformly to and be binding on all Owners.

Section 2. Architectural Control. The DRB shall have the right to control all architectural aspects of any proposed improvements and construction schedules for construction of any proposed improvements.

Section 3. Actions by DRB. The DRB may base approval or disapproval of any matter upon any ground, including but not limited to aesthetic considerations, adequacy of site dimensions, storm drainage considerations, conformity and harmony of external design with neighboring Lots and Improvements, relation of the topography, grade and finished ground elevation of the Lot proposed to be improved relative to those of neighboring portions of the Property, proper facing of the main elevation with respect to nearby streets, compliance or non-compliance of the plans and specifications with then-existing design criteria and standards, which in its sole and uncontrolled discretion shall seem sufficient and, except as set forth below, shall not be binding upon it unless in writing. Without limiting the generality of the foregoing, the DRB shall not be obligated to approve proposed improvements on the grounds that the layout, design and other aspects of such improvements are the same or substantially the same as the layout, design and other aspects of Improvements previously approved at the request of any other Owner.

Section 4. Approval to be Obtained. No single family home, accessory building, fence, other structure or improvement shall be erected or placed, nor, without the prior written approval of the DRB, shall a building permit for any such home, building, fence, other structure or improvement be applied for on any Lot unless and until final plans and specifications therefore, including exterior elevations, site plans, landscaping plans and parking plans, a schedule of exterior colors and finish materials and such other plans as the DRB may dictate, have been approved by the DRB and, with respect to initial construction of each single family home, the proposed home builder has been approved by the DRB. The plans and specifications to be submitted shall comply with any design criteria and standards promulgated pursuant to this Declaration, describe in detail the proposed improvements, and, with dates certain, set forth a construction schedule for construction and completion thereof. Duplicate copies of all plans shall be submitted. One copy of each plan submitted shall become the sole property of the DRB.

If the DRB deems such plans and specifications insufficient, it may require the submission of additional and/or more detailed plans and specifications.

Section 5. Approval Time Frame. The DRB shall approve or disapprove any proposed improvements and, with respect to initial construction of each single family home, the proposed home builder within forty-five (45) days after receipt of all required plans, specifications and other materials in proper form, accompanied by payment of any amounts due in connection therewith pursuant to this Article, by written notice to the submitting Owner. If the DRB fails to take action with respect to any proposed improvements or proposed builder within such period, and the submitting Owner gives the DRB and, for so long as Declarant is an Owner, Declarant written notice of such failure, the DRB shall be deemed to have approved such proposed improvements and builder if the DRB fails to take action with respect thereto within thirty (30) days after receipt of such notice. Any conditional approval of proposed improvements or, with respect to initial construction of each single family home, the proposed home builder, by the DRB shall be deemed disapproval until such time as the Owner requesting such approval satisfies all conditions to approval to the satisfaction of the DRB. If the DRB approves, or is deemed to have approved, any proposed improvements and, with respect to initial construction of each single family home, the proposed home builder, the submitting Owner may engage such builder to undertake construction of such Improvements in substantial conformance with the plans, specifications and other materials submitted and approved or deemed to have been approved, subject to the obligation to comply with conditions to approval, if any, set forth by the DRB.

Section 6. Consultation with Architects, Etceteras; Administrative Fee. The DRB may engage or consult with architects, engineers, planners, surveyors, attorneys and others in the performance of its responsibilities under this Article. Any Owner seeking the approval of the DRB pursuant hereto agrees to pay all fees thus incurred and further agrees to pay an administrative fee to the DRB in such amount as the DRB may from time to time reasonably establish. The payment of all such fees is a condition to the approval of any proposed improvements, and the commencement of review of any proposal may be conditioned upon the payment of the DRB's estimate of such fees. Administrative fees established, levied and collected by the DRB shall be in amounts reasonably calculated to defray the costs of carrying out the responsibilities of the DRB related to consideration of proposed improvements, including, in the case of the ARB at such time as it is responsible for the functions of the DRB, reasonable compensation for its members other than those appointed by and associated with Declarant. Subject to retention of a reasonable reserve for working capital purposes, any resulting surplus funds held by the DRB at the end of a given calendar year shall be disbursed by it to the Association.

Section 7. Period Approval Effective; Completion of Exterior of Improvements; Occupancy. Approval of plans and specifications by the DRB shall be valid for a period of one (1) year from the date given or deemed to have been given. If within such period, in the opinion of the DRB, substantial commencement of construction of the Improvements has not begun, or, such construction, having begun, has not been diligently prosecuted, all related approvals shall be deemed to have expired and no construction shall thereafter continue or commence without a

written renewal of such approvals. The exterior of each single family home must be completed within twenty-four (24) months after substantial commencement of construction of same except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, inability to obtain required materials, national emergency or natural calamities. No such home may be occupied, whether temporarily or permanently, until such exterior is completed and a temporary or permanent certificate of occupancy therefore has been issued by the County. Provided the Board has given such Owner notice of such Owner's failure to complete such exterior, and such Owner has failed to complete or cause to be completed such exterior within thirty (30) days thereafter, or, if such exterior cannot be completed within such thirty (30) day period, such Owner has failed within such period to commence and diligently prosecute those actions necessary to complete such exterior, the Board shall be entitled to take any action necessary to complete such exterior or, if in the Board's opinion it is appropriate to do so, to demolish or cause to be demolished any uncompleted Improvements and restore or have the Lot restored to its condition prior to the commencement of construction, without liability to the Owner of the Lot. In such event, all costs incurred by the Association at the direction of the Board shall be a Special Assessment against the Lot and a personal obligation of the Owner thereof.

Section 8. Alterations to Completed Improvements. No alteration in the exterior appearance of any completed Improvement, including but not limited to elevations, site plan, landscaping plan, parking plan and color or finish, shall be made without prior written approval by the DRB. All such alterations shall be completed strictly in accordance with the approved plans therefore. Except as set forth below, the provisions of this Article applying to proposed improvements shall apply with respect to proposed alterations to completed Improvements with the same force and effect as with respect to proposed improvements. The provisions of this Article relating to approval of proposed builders shall not apply to alterations to completed Improvements other than in the event such alterations involve increasing the floor area of the single family home or accessory building at issue.

Section 9. Planning Meeting. At the request of an Owner, and on not less than fifteen (15) days' prior notice, the DRB will have a member meet with the Owner and his or her associated professionals, or any of them, on the Owner's Lot prior to the Owner's submission of plans and specifications to the DRB for consideration to explore and attempt to resolve potential design and construction issues and provide guidance as to the type and location of any structures to be built on the Owner's Lot.

Section 10. Provisions Relating to Construction Period Practices. The following provisions govern when construction of Improvements (including approved alterations) and deliveries of building materials related thereto may take place, the responsibilities of Owners and their builders in connection therewith, and utilization of portable toilet facilities during construction:

(a) no noise audible from other portions of the Property may emanate from any Lot upon which construction of Improvements is underway other than on the days and during the hours during which construction may take place set forth in the architectural guidelines or Rules and Regulations;

(b) each builder shall provide and require the use of dumpster and potable toilet facilities during any period of construction;

(c) an Owner shall be responsible for compliance with the provisions of this Section by his, her or its builder and all subcontractors and other parties engaged by such builder; and

(d) if, in Declarant's sole and absolute judgment, repeated violations of the provisions of this Section occur at a Lot upon which construction is underway, Declarant may require that construction (and deliveries related thereto) cease until such evidence as may be required by Declarant under the circumstances has been provided that appropriate steps have been taken to assure that further violations will not occur once construction (and deliveries related thereto) is permitted to recommence.

Declarant may waive the above provisions on a case-by-case basis for due cause shown or modify such provisions from time to time in its sole discretion by provisions set forth in the Rules and Regulations.

ARTICLE V: PROVISIONS REGARDING IMPROVEMENTS

Section 1. Minimum Size Requirements. Plans required shall be approved only if the proposed single family home will have at least the minimum number of square feet of enclosed finished dwelling space (excluding detached garages, terraces, decks, open porches, screened porches, attached utility or storage areas, and similar areas) set forth in the deed pursuant to which the related Lot was first conveyed by Declarant to a third party.

Section 2. Location of Improvements. Improvements shall be located and staggered so that the maximum view, privacy, sunlight, and breeze will be available to each single family home and so that each such home will be located with due regard to the topography of the affected Lot, taking into consideration the location of large trees and other aesthetic and environmental considerations. No portion of any single family home may be located within any area on a Lot burdened by an easement related to any portion of the storm water management system for Liberty Ridge or upon which any portion of the trail system constructed or to be constructed by Declarant within Liberty Ridge has been located prior to the approval of the proposed improvements to the Lot.

Section 3. Topographical Changes. Except as expressly set forth in this Declaration, topographic and vegetation characteristics of a Lot (including forest cover) shall not be altered by excavation, grading, removal, reduction, addition, clearing, seeding, transplanting, or any other means without the prior approval of the DRB. Topographical changes and changes in the vegetation characteristics of a Lot pursuant to a landscaping plan approved by the DRB shall be deemed to have been approved for purposes of this Section 3.

Section 4. Removal of Trees, Etceteras. Except in accordance with guidelines, if any, promulgated by Declarant, no live trees exceeding four (4) inches in diameter measured forty-eight (48) inches above the ground shall be removed from any Lot without the prior approval of the DRB

unless necessary to construct Improvements. To the maximum extent reasonably possible, existing trees and vegetation shall be retained.

Section 5. Permitted Buildings. No building shall be erected, altered, placed or permitted to remain on a Lot other than one (1) single family home, such accessory buildings, if any, as Declarant may approve, and an attached or detached private garage. No accessory building or detached garage may be constructed prior to construction of the single family home. No mobile home, trailer, tent, barn or other similar outbuilding or structure shall be placed either temporarily or permanently on any Lot at any time other than a shelter, temporary structure or trailer used by an approved builder during construction of Improvements, the design and color of which have been approved by the DRB. Any such shelter, structure or trailer shall be removed upon completion of construction of the related Improvements and no such shelter, structure or trailer shall be used for habitation.

Section 6. Screening of Facilities; Trash Receptacles. Each Owner shall provide one or more screened areas to serve as service yards and areas in which garbage receptacles, electric and gas meters, air conditioning equipment, and other unsightly objects may be placed or stored in order to conceal them from view from streets, Lots or adjacent portions of the Property. All fuel tanks shall be located underground at locations approved by the DRB prior to construction. All trash shall be kept in sanitary and animal proof containers.

Section 7. Exterior Clotheslines; Deck and Porch Railings. No exterior clotheslines, wooden or metal racks, or other apparatus suited or intended to be used for air-drying of wet garments may be erected by any Owner in any location on a Lot visible from any portion of the Property other than such Owner's Lot. Deck and porch railings shall not be used for the purpose of drying linens or garments of any kind by any Interested Party.

Section 8. Signage. No sign shall be erected or maintained on any Lot until the proposed sign size, color, content and location shall have been approved by the DRB. No alteration in the appearance of any sign shall be made without like approval by the DRB. In lieu of approving individual signs, the DRB may establish guidelines governing signs, and in such event shall be deemed to have approved of any sign erected or maintained on any Lot that is in compliance with such guidelines.

Section 9. Mailboxes and Post Lamps. No mailbox, post lamp or combination thereof shall be erected or maintained on any Lot until the proposed design, color, and location have been approved by the DRB. No alteration in the appearance of any mailbox, post lamp or combination thereof shall be made without like approval by the DRB. In lieu of approving individual mailboxes, post lamps or combinations thereof, the DRB may establish guidelines concerning same, and in such event shall be deemed to have approved any mailbox, post lamp or combination thereof erected or maintained on any Lot that is in compliance with such guidelines.

Section 10. Antennas. Except as provided below or otherwise provided by law, no antenna, radio receiver, radio sender, or similar device shall be attached to the exterior portion of any building or structure or otherwise installed on any Lot. Declarant may install or approve the

installation of equipment necessary for a master antenna system, community antenna television, mobile radio system, or other similar system. To the extent permitted by applicable law, the DRB shall have the right to approve the size, location and screening of any satellite receiver dish on a Lot or the Common Open Space.

Section 11. Flags. No Owner may display or permit to be displayed any flag on any Lot or on the Common Open Space other than in accordance with the Rules and Regulations relating to such display.

Section 12. Lighting. No exterior lighting shall be directed outside the boundaries of any Lot.

Section 13. Pools; Other Recreational Play Structures. No above-ground swimming pool shall be erected or maintained on any Lot, provided this restriction is not intended to prevent the occasional use of small portable wading pools for small children. No in-ground swimming pool shall be erected or maintained on any other Lot unless approved by the DRB and enclosed by a fence. In connection with approval of any in-ground swimming pool, the DRB may reduce the area that may be irrigated on a Lot unless a storm water collection system is employed for irrigation purposes. Except as set forth below, all recreational and play structures, including but not limited to swimming pools, spas, play forts and swing sets, shall be located at the rear of residences or on the inside portion of corner Lots. Basketball backboards and goals may only be installed in accordance with architectural guidelines promulgated by the DRB and/or the Rules and Regulations. No platform, playhouse or structure of a similar kind or nature shall be constructed on any Lot in front of the front building line of the residence located thereupon or related thereto. Small, colored, plastic play items shall be stored when not in use. The base of all play forts, swing sets and similar apparatus shall be dark wood only.

Section 14. Wells; Septic Systems. No well shall be installed on any Lot. Septic systems installed on Lots shall be within approved drain field areas. All septic system designs must be approved by the Virginia Department of Health.

Section 15. Utilities. All utilities serving Improvements shall be placed underground except to the extent, if at all, required to be placed upon the surface of the ground by the utility company responsible therefore.

Section 16. Air Conditioning Units. No window or through the exterior wall air conditioning units shall be installed as part of the Improvements on any Lot.

Section 17. Additional Requirements. The following additional provisions shall apply to all Lots:

(a) No more than 10,000 square feet of area on each Lot may be irrigated turf.

(b) Primary plantings shall be drought tolerant, low water use plants, and, wherever appropriate, shall be non-invasive in nature, and, if the DRB elects to promulgate an approved

planting list, shall consist of plants contained on such list.

(c) Trees located in turf areas and all landscape beds shall be mulched with a minimum of two (2) to three (3) inches of shredded bark, shredded leaves, pine nuggets, or pine straw, which mulch shall be maintained and replenished at least annually.

Section 18. Irrigation Disclosures. Pursuant to the Water Conservation Agreement, certain requirements have been imposed by the County. A copy of such Agreement will be provided to each Owner upon request. By accepting title to a Lot, each Owner acknowledges having read and understood such requirements, agrees to strictly comply with them, and indemnifies and holds Declarant, the Association, and their respective members, their successors and assigns, harmless from and against all claims of any kind or nature whatsoever (including attorneys' fees and costs) arising out of or in connection such Owner's failure to comply with such requirements, or the failure of any Interest Party claiming by, through, or under such Owner to do so.

Section 19. Certain Lots Not to Be Irrigated. The terms of the Water Conservation Agreement include a provision that of the 138 proposed Lots within Liberty Ridge, only 125 may have turf irrigation with water supplied via the central water system serving Liberty Ridge. Declarant has not determined which 13 Lots will not be permitted to have such irrigation. At such time, if at all, as such Lots are developed and conveyed by Declarant to third parties, the deed delivered by Declarant will contain a restrictive covenant prohibiting use of such irrigation on such Lots without the consent of the Authority.

ARTICLE VI: GENERAL USE RESTRICTIONS

Section 1. Use of Lots and Improvements. Subject to the provisions of Article III, Section 4 and except as otherwise set forth below, and notwithstanding any less-restrictive provisions in the County's zoning ordinances in effect from time to time, all Lots shall be used solely for single family residential purposes, recreational purposes incidental thereto, and customary accessory uses. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction with respect to a Lot shall be complied with, by and at the sole expense of the Owner thereof.

Section 2. Home Occupations. Subject to the limitations set forth below, Improvements on Lots may be used for home occupations if (i) such occupations are clearly incidental and secondary to the use of the Improvements for dwelling purposes; (ii) such occupations are conducted solely by residents of the dwellings; (iii) such occupations are conducted entirely within the dwellings; (iv) not more than twenty-five percent (25%) of the first floor area of a dwelling is used throughout the dwelling for any such occupation; (v) such occupations do not require any external alterations to dwellings or the use of outdoor storage of machinery or equipment that creates noise, odor, smoke, dust or glare or is dangerous or otherwise detrimental to persons residing in the dwellings or on adjacent property; (vi) no articles are displayed or otherwise offered for sale upon the Lots involved; (vii) no equipment or process is used that may

disrupt neighboring dwellings; (viii) no external evidence of such use occurs; (ix) residents wishing to undertake such occupations deliver Applications for Home Occupations duly approved by the County; (x) traffic is not generated in greater volumes than would normally be expected in a residential neighborhood, and (xi) any need for parking generated by the conduct of such occupation is met off-street, provided that the following home occupations are prohibited:

- (a) foster care homes for the care of more than two (2) foster children;
- (b) bed and breakfast establishments;
- (c) major and minor auto or machinery repair or paint shops, including welding;
- (d) carpentry, upholstery, and cabinet making;
- (e) beauty shops and barber shops;
- (f) private schools with organized classes other than limited individual tutoring;
- (g) electric machinery or appliance repair;
- (h) day care centers for the care of more than six (6) unrelated children;
- (i) medical or dental offices or clinics;
- (j) psychological or psychiatric counseling offices;
- (k) direct consumer sales, retail or wholesale, of any good or commodity on the premises;
- (l) landscape/yard maintenance services;
- (m) adult day care centers, rest care or assisted living homes;
- (n) retreat facilities;
- (o) contractors' warehouses, sheds and offices;
- (p) family care homes or group homes serving physically handicapped, mentally ill, mentally retarded or other developmentally disabled persons;
- (q) flea markets, whether temporary or seasonal;
- (r) gift shops and antique shops; and
- (s) rental of rooms.

The provisions of this Section 2 are not intended to prohibit social activities that may be associated with a commercial enterprise otherwise not permitted to be conducted on a Lot to occur on such Lot, subject to the Rules and Regulations promulgated in relation thereto, if any. In the event of any dispute arising with regard to compliance with the provisions of this Section 2, the decision of the Board with respect thereto shall be binding.

Section 3. Leasing; Timeshares. No Improvements shall be used or occupied for transient or hotel purposes, including but not limited to being subjected to or used for any cooperative, licensing, timesharing or other arrangement that would entail weekly, monthly or any other revolving or periodic occupancy by two (2) or more multiple Owners, cooperators, licensees or timesharing participants, or, without the Board's approval, leased for an initial period of less than twelve (12) months. No portion of a Lot shall be leased for any period unless the entire Lot is being leased for such period to the same Tenant. No Owner shall lease a Lot other than on a written form of lease that (i) requires the lessee to comply with this Declaration and the Rules and Regulations; (ii) provides that failure to comply therewith constitutes a default under the lease; (iii) permits the Board or Declarant to terminate said lease in the event of an Owner's failure to do so upon the occurrence of such a default, which default, if susceptible of a cure, is not cured within thirty (30) days after notice thereof from the Owner, the Board, or Declarant, as the case may be; and (iv) prohibits assignment or subletting. Any Owner entering into a lease of Improvements on his, her or its Lot shall deliver a fully-executed copy of such lease to the Association within ten (10) days after execution thereof.

Section 4. Garage, Estate or Yard Sales. "Garage sales", "estate sales" or "yard sales" shall be permitted only for disposal of the private property and personal effects of individual Owners and Interested Parties and then only on an isolated basis reasonably related to the intended sale of a residence, termination or expiration of an Interested Party's lease or death of an Interested Party residing in Liberty Ridge and with the prior approval of the Board. The Association may, but need not, organize such sales on a periodic basis within Liberty Ridge on either a "neighborhood" or "community wide" basis.

Section 5. Nuisances. No nuisance shall be permitted to exist on any Lot. Noxious, destructive, or offensive activity or any activity constituting an unreasonable source of annoyance shall not be conducted on any Lot, the Common Open Space, or any part thereof. Each Owner shall refrain and cause others to refrain from any act or use of any such area that could reasonably cause embarrassment, discomfort, or annoyance to any Person lawfully on the Property.

Section 6. Hazardous Uses; Waste. Nothing shall be done or kept on any Lot that increases the rate of insurance applicable for permitted uses for the Common Open Space or any part thereof without the prior written consent of the Board, including, without limitation, any activities that are unsafe or hazardous with respect to any person or property. No Person shall permit anything to be done or kept on any Lot that might result in the cancellation of any insurance on the Common Open Space or any part thereof. No vehicle of any size that transports inflammatory or explosive cargo may be kept or driven on the Burdened Property at any time other than commercial fuel trucks making deliveries to Owners in the ordinary course of business.

Section 7. Emissions. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (except for normal residential chimney emissions, emissions from outdoor grills and similar equipment and emissions resulting from normal construction practices) or discharges of liquid, solid wastes or other environmental contaminants into the ground or any body of water, if such any emission, production, storage or discharge may adversely affect the use or intended use of any portion of the Property or may adversely affect the health, safety or comfort of any Person.

Section 8. Noise. No Person shall cause any unreasonably loud noise [except for duly operating security devices, which shall be designed or programmed not to emit alarms, whether of a steady or periodic nature, for a continuous period in excess of five (5) minutes] anywhere on a Lot or the Common Open Space, nor shall any Person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any Person lawfully present on any portion of the Property. Without limiting the generality of the foregoing, other than as may be permitted by the Rules and Regulations, from 12:00 midnight until 7:00 a.m. local prevailing time of each day, no noise, including without limitation, talking, singing, playing of musical instruments and/or operation of television, radio, recordings or computers, shall be audible from any residence or portion of the Lot related thereto other than the residence or Lot from which it originates. The DRB may adopt Rules and Regulations governing noise, which Rules and Regulations shall govern in the event of any inconsistency between them and the provisions of this Section 8.

Section 9. Hunting and Trapping; Firearms. Hunting, trapping and the discharge of firearms are prohibited anywhere on the Property.

Section 10. Vehicles. No vehicles shall be parked on any street other than in connection with construction activities or on a temporary basis (which shall not include overnight parking). Except in connection with construction activities and with respect to trucks or vans not over 8,500 pounds in weight and used as a principal means of transportation to work and sport utility vehicles, no trucks, trailers, campers, recreational vehicles or other large vehicles, including grounds maintenance equipment, may be parked on any portion of a Lot visible from the Common Open Space, any street or any other Lot, unless expressly permitted by the Board and then only in such parking areas and for such time periods (if any) as may be designated for such purpose. Parking of all such vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in garages or screened enclosures approved by the DRB or in areas designated in the Rules and Regulations. All vehicles must be parked so as not to impede traffic or damage vegetation. No junk, derelict or inoperative vehicle or vehicle on which current registration plates and current inspection stickers are not displayed shall be kept upon any portion of a Lot visible from the Common Open Space, any street or another Lot. Vehicle repairs and storage of vehicles are not permitted on any Lot, except in accordance with the Rules and Regulations; provided, however, that noncommercial repair of vehicles within enclosed structures is permitted.

Section 11. Animals. Except as set forth below, the maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot. The keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) is permitted; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding and that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Lot within ten (10) days after notice from the Board. Any Interested Party who keeps or maintains or permits to be kept or maintained any pet upon any portion of the Burdened Property agrees to indemnify and hold the Association, each other Interested Party and Declarant free and harmless from any loss, claim or liability of any kind or character whatever (including attorneys' fees and costs) arising by reason of keeping or maintaining such pet within the Burdened Property. All pets shall be registered and inoculated as required by law.

Section 12. Wetlands and Resource Protection Areas. Portions of certain Lots are defined as jurisdictional wetlands by the U.S. Army Corps of Engineers and Resource Protection Areas pursuant to the Chesapeake Bay Preservation Act. With respect to each affected Lot, the limits of such wetlands and Areas are or will be delineated on the subdivision plat pursuant to which the Lot was created. Interested Parties with respect to such Lots are required to comply with all Federal, state and local statutes, ordinances, rules and regulations relating to the preservation and protection of such areas. Further information concerning restrictions governing wetlands areas may be obtained from the U.S. Army Corps of Engineers (Norfolk District), Fort Norfolk, 803 Front Street, Norfolk, Virginia 23510-1096. Further information concerning restrictions governing Resource Protection Areas may be obtained from the County. Without limiting the generality of the foregoing, no impacts to residual, avoided wetlands may occur on Lots 43-50, 54, 56, 57, 58 or 72-76, Section 1, Liberty Ridge.

Section 13. Indemnification. By acceptance of the deed to a Lot, each Owner agrees to indemnify and hold harmless Declarant, its members, its and their successors and assigns from and against, and waives any right to assert, claims of any kind or nature whatsoever arising out of or in connection with the failure of such Owner or of any party claiming by, through or under such Owner to comply with all Federal, state and local statutes, ordinances, rules and regulations relating to the preservation and protection of jurisdictional wetlands and/or areas designated as Resource Protection Areas under the Chesapeake Bay Act as in effect in the Commonwealth of Virginia and local implementing ordinances related thereto promulgated from time to time by the County and charges related thereto, including but not limited to attorneys' fees and expenses, provided the foregoing indemnification obligation is personal to each Owner, shall only be effective with respect to claims arising solely as a result of any act or omission by or on behalf of such Owner or any party claiming by, through or under such Owner occurring during the period of time that such Owner is owner of the Lot with respect to which a claim arises and shall not be enforceable against the holder or holders of any obligation secured by a deed of trust encumbering all or any portion of the Lot solely as a consequence of such party's or any such party's status as a secured party.

ARTICLE VII: MAINTENANCE

Section 1. Upkeep. Except as set forth in Section 6 below, every Owner shall take or cause to be taken such actions as may be necessary to assure that all Improvements and the grounds on such Owner's Lot are kept free of unclean, unsightly, unkempt, unhealthy, or unsafe conditions at all times, including during construction of Improvements. Without limiting the generality of the foregoing, each Owner shall mow, fertilize and treat grassed areas for pests and weeds and trim and prune shrubbery, trees and other landscaping on a Lot regularly and properly so as to maintain the appearance of the Lot in a manner in keeping with the standards set forth in the architectural guidelines and/or Rules and Regulations, and each Owner shall require his, her or its builder to provide and require the use of dumpster and potable toilet facilities during any period of construction of Improvements on a Lot, unless such requirement has been waived by the Board. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of comparable quality, but may be made with contemporary materials, provided any material change in the exterior materials used shall be subject to the approval of the DRB. Provided that Board has given an Owner of a Lot notice of action or actions required to assure compliance with the foregoing requirements, and the Owner has failed to take such action or actions within seven (7) days after such notice, the Board shall have the right to cause the action or actions required to be performed and, notwithstanding the foregoing, may do so without notice to the Owner whenever, in it's sole and absolute judgment, emergency circumstances dictate that it do so, or whenever, after having given such notice to such Owner in a prior instance, it has then caused the action or actions required to be performed.

Section 2. Erosion Control. Every Owner shall take such actions as may be necessary to maintain effective erosion control on his, her or its Lot. Provided that the Board has given an Owner notice of action required to establish and maintain effective erosion control on such Lot, and the Owner has failed to take such action within three (3) days after such notice, the Board shall have the right to cause the action required to be performed and, notwithstanding the foregoing, may do so without notice to the Owner whenever, in its sole and absolute judgment, emergency circumstances dictate that it do so, or whenever, after having given such notice to such Owner in a prior instance, it has then caused such action or actions to be performed.

Section 3. Control of Vegetation. Subject to the requirements of Article V, Subsection 19(a), every Owner shall take such actions as may be necessary to remove underbrush, weeds or other unsightly growth from his, her or its Lot that detract from the overall beauty, setting and safety of the Property. Provided the Board has given notice to an Owner of the presence of underbrush, weeds or other unsightly growth that in it's opinion detracts from the overall beauty, setting and safety of the Property, and the Owner has failed within seven (7) days after such notice to correct such condition, the Board may cause may cause such underbrush, weeds, or other unsightly growth to be mown, removed, cleared, cut or pruned. Notwithstanding the foregoing, no such notice shall be required whenever the Board, after having given such notice to such Owner in a prior instance, has then entered upon the Owner's Lot as a result of the Owner's failure to correct such condition and caused same to be corrected.

Section 4. Garbage Pickup. Pickup of garbage and of recyclable materials shall be permitted in the manner set forth in the Rules and Regulations. The Board may enter into a "master" garbage pickup contract applicable to all Lots, in which event all Owners of such Lots shall be bound by the provisions thereof.

Section 5. Reconstruction and Repair. If all or any part of the Improvements on a Lot are damaged or destroyed by fire or other casualty, the Owner shall either (i) arrange for and supervise the prompt repair and restoration thereof, or (ii) clear away the debris and restore the Lot to an acceptable condition, which condition, in the event of destruction of any such Improvements on a Lot, shall be compatible with the condition of other unimproved Lots, if any, or otherwise acceptable to the Board in its sole discretion. Unless the DRB agrees to the contrary, any such work must be commenced within six (6) months after the casualty and substantially completed within twelve (12) months after having commenced.

Section 6. Certain Areas Not Owners' Responsibility. Notwithstanding the foregoing, (i) the portion, if any, of a Lot subject to an easement in connection with the storm water management system for Liberty Ridge shall be maintained by the Association other than with respect to Improvements, if any, permitted by the DRB to be located within any such easement area, upkeep of which shall be the responsibility of the Owner, and (ii) the portion, if any, of a Lot constituting Common Open Space by virtue of being the location of a portion of the trail system to be constructed by Declarant pursuant to Article II, Section V shall be maintained by the Association.

ARTICLE VIII: ASSESSMENTS

Section 1. Covenant to Pay Assessments. Each Owner covenants to pay Assessments pursuant to this Article. Co-Owners of a Lot shall be jointly and severally liable for Assessments and all costs of collection thereof, if any, incurred by the Association pursuant to the provisions hereof.

Section 2. Purposes of Assessments. Annual Assessments shall be used to improve, maintain, repair, replace, enhance, enlarge, and operate the Common Open Space and Common Open Space Improvements and to provide services that the Association is authorized to provide. Special Assessments shall be used exclusively for the purposes set forth in this Article.

Section 3. Annual Assessments. The initial Annual Assessment for each Lot shall be One Thousand Eight Hundred Sixty and No/100 Dollars (\$1,860.00) plus, if the Association enters into a "master" contract for garbage collection, such Lot's prorata share of the cost from time to time of garbage collection for Liberty Ridge. Annual Assessments shall commence being due with respect to each Lot the first day of the first month following the month in which the initial sale of such Lot by Declarant to a third party occurs.

Section 4. Changes in Annual Assessment. From and after January 1, 2010, the Annual Assessment may be increased each fiscal year in the amount deemed necessary by the Board in order to fund the Association's obligations pursuant to the annual budget duly adopted by the Board

for such year. For so long as any advances by Declarant to the Association remain unpaid, the Annual Assessment for a fiscal year shall not be reduced below the amount thereof for the preceding fiscal year without Declarant's consent, which consent Declarant shall not be obligated to give. Thereafter, the Annual Assessment for a fiscal year may be reduced below the amount thereof for the preceding fiscal year at the discretion of the Board, provided the Annual Assessment shall not be reduced to a level lower than that reasonably required pursuant to the budget duly adopted by the Board for the fiscal year in question. If the Board determines that the Annual Assessment established for a given fiscal year will be insufficient to fund the obligations of the Association intended to be funded thereby, the Board may levy a Special Assessment in the amount reasonably necessary to satisfy any such insufficiency.

Section 5. Billing Dates for Annual Assessments. The Board shall bill Owners for Annual Assessments annually in advance. Except as set forth below, payment shall be due within ten (10) days of the date of the bill rendered. If the Board elects to utilize a third party billing service, such service shall set the date on which Assessment bills shall be due and payable, subject to the approval of the Board.

Section 6. Special Assessments; Certain Amounts Deemed to be Special Assessments. The Board may levy Special Assessments as necessary for construction, reconstruction, repair or replacement of, or additions to, Common Open Space Improvements and for any personal property related thereto located upon the Common Open Space, to repay any loan obligation of the Association, for any purpose that in its sole discretion is in the best interests of Liberty Ridge, or pursuant to the provisions of this Article. Any amount duly payable as a Special Assessment from one (1) or more, but less than all, of the Owners shall be deemed to be a Special Assessment duly levied by the Board.

Section 7. Late Fee; Acceleration. If any Assessment or other charge or amount owed to the Association is not paid when due, the Association shall be entitled to levy a late fee in the amount of Fifty and No/100 Dollars (\$50.00). The Board shall have the right to change the amount of the foregoing late fee in its discretion from time to time. In addition, if any Assessment is being collected in installments, upon failure to pay any installment when due, the Association may accelerate the due date of the remaining installments due, if any.

Section 8. Capitalization of Association. Each Owner other than Declarant whether by Declarant or another Owner shall make a contribution to the working capital of the Association equal to the amount of the then-current Annual Assessment. Such contribution shall be paid to the Association within thirty (30) days after conveyance of the Lot with respect to which such contribution is due to such Owner. If two (2) or more Persons become Owners of a given Lot simultaneously, only one (1) such contribution shall be required, but such Persons shall be jointly and severally liable for payment of the amount due. No such contribution shall be required in connection with any conveyance of a Lot that is not a voluntary conveyance for valuable consideration by the Owner(s) thereof to an unrelated Person or from any existing Owner. At such time as the aggregate amount of such contributions is sufficient to repay to Declarant any amounts advanced by it to the Association, if any, pursuant to Section 12 below and maintain the Association's working capital at a level at least equal to three (3) months' expenses pursuant to

the approved budget in effect at the time, the Board in its sole discretion may elect to (w) reduce the amount required to be contributed pursuant to this Section, (x) suspend the obligation to contribute pursuant to this Section, (y) terminate the obligation to contribute pursuant to this Section, and/or (z) to the extent contributions continue to be made pursuant to this Section, transfer such contributions to the reserve fund established pursuant to Section 9 below. Thereafter, in any such event, the Board in its sole discretion may rescind any such action taken by it.

Section 9. Reserve Fund. The Association shall establish a reserve fund with a portion of the proceeds of Annual Assessments and any amounts added thereto pursuant to Section 8 above to be held in an interest bearing account or investments as a reserve for major rehabilitation or repairs of Common Open Space Improvements, emergency and other repairs required to such Improvements as a result of storm, fire, natural disaster, or other casualty loss, the initial costs of any new services to be performed by the Association and/or any purpose for which Special Assessments may be levied pursuant to Section 6 above.

Section 10. Certificates Relating to Assessments. At the request of an Owner, the Association shall furnish or shall cause any billing service engaged by it to furnish a certificate signed by an officer of the Association or of such billing service setting forth the payment status of any Assessments for which such Owner is responsible. In the absence of fraud or manifest error, such certificate shall be conclusive evidence against all but the Owner of the information set forth therein.

Section 11. Association Lien Rights; No Election of Remedies. The Association shall have a lien against each Lot to secure the payment of Assessments and all late fees, attorneys' fees and other charges, if any, due in connection therewith. The Association's lien rights shall be perfected and exercised in the manner set forth in the Code of Virginia (1950), as amended. The priority of the Association's lien for Assessments shall be as set forth in such Code. A suit at law for collection of any delinquent Assessment may be maintained by the Association without waiving the Association's lien rights. Proceeding by foreclosure to attempt to collect delinquent Assessments shall not be deemed an election precluding the institution of suit at law for collection of the same. All Owners waive pleading the theory of "election of remedies" in any such proceedings.

Section 12. Surplus. Subject to the provisions of Section 9 above, and except as limited below, any amount accumulated by the Association in excess of the amount necessary to fund the actual costs for which it is responsible shall, at the discretion of the Board, (i) be placed in the reserve fund established pursuant to Section 9 above, (ii) be credited against the next Annual Assessments due from the Owners in equal shares until exhausted, or (iii) be distributed to the Owners in equal shares, in which event the shares attributable to Owners who or which are delinquent in payment of any Assessment obligations shall first be applied to cure such delinquency, with the balance thereafter remaining, if any, then being distributed to such Owners.

Section 13. Deficits. Declarant may (but shall not be obligated to) advance funds to the Association required to fund operating deficits, if any, incurred.

Section 14. Repayment of Declarant Advances. Unless such obligations are waived by Declarant, the Board shall incorporate into its budget for a given fiscal year and obtain via Annual Assessments and/or capital contributions pursuant to Section 8 above (i) an amount sufficient to pay Declarant interest throughout such year on the outstanding amount, if any, owed to Declarant as a result of advances made by Declarant pursuant to Section 13 above as of December 31st of the preceding fiscal year at the annual rate of ten percent (10%) per annum, and (ii) an amount equal to the lesser of twenty percent (20%) of the outstanding amount, if any, owed for such fiscal year to Declarant as a result of advances made by Declarant pursuant to Section 13 above as of December 31st of the preceding fiscal year or an amount equal to ten percent (10%) of the Association's budget, to be paid to Declarant in equal monthly installments throughout such fiscal year to curtail the principal amount owed Declarant. The provisions of this Section 14 may not be modified or amended without the written approval of Declarant, evidenced by Declarant joining in any instrument of modification or amendment recorded or to be recorded in the Clerk's Office.

ARTICLE IX: ASSOCIATION MEMBERS; VOTING; GOVERNANCE

Section 1. Members and Membership. All Owners other than Declarant shall automatically become Type "A" Members upon taking title to a Lot. Declarant shall automatically become a Type "A" Member with respect to Lots owned by it at the time that the Type "B" Membership terminates.

Section 2. Voting. Voting rights and procedures shall be governed by the Articles and Bylaws.

Section 3. Governance. Governance of the Association shall follow the procedures set forth in the Articles and Bylaws.

ARTICLE X: ASSOCIATION DUTIES

Section 1. Ownership of Properties. Except as set forth below, the Association may own and shall maintain at its sole cost and expense the Common Open Space, all Common Open Space Improvements and personal property related thereto for any purpose not inconsistent with this Declaration. Fee ownership of the portions of Lots other than Lot 51, Section 1, Liberty Ridge upon which portions of the trail system constructed or to be constructed by Declarant pursuant to Article II, Section 5 are located, which portions of Lots constitute Common Open Space, shall remain in the Lot Owners, subject to the easement rights granted the Association, Interested Parties, and, with respect to the portions of such system constructed or to be constructed on Lots 1 and 78, Section 1, Liberty Ridge, the general public.

Section 2. Minimum List of Functions and Services. Unless Declarant shall consent to the contrary in writing, so long as Declarant is an Owner, the Association, acting through the Board, shall:

- (a) Establish, levy and collect Assessments.
- (b) Manage, control and maintain the Common Open Space and Common Open Space Improvements.
- (c) Maintain all "best management practices" facilities and related pipes and outfalls not located within the dedicated rights-of-way of streets, all street signs and stop signs within such rights-of-way, and all trails and bridges constructed for the use and enjoyment of Owners and other Interested Parties.
- (d) Should Declarant appoint the Association its agent or otherwise assign its rights to the Association for such purposes, whether in whole or in part, or should such rights be deemed to have been assigned to the Association pursuant, administer and enforce this Declaration and other covenants and restrictions of record, if any, and assume responsibility for any obligations that are incident thereto.
- (e) Provide appropriate liability and hazard insurance coverage for Common Open Space Improvements and activities on the Common Open Space.
- (f) Endeavor to provide appropriate Directors' and Officers' Legal Liability Insurance for the directors and officers of the Association.
- (g) Keep complete books and records of all its acts and corporate affairs, which shall be open to inspection by appointment during normal business hours by any Owner or Noteholder.
- (h) Within ninety (90) days after the close of each fiscal year of the Association, have prepared and executed by an officer under oath a balance sheet for the Association as of the close of such fiscal year and a statement of income and expense for such fiscal year. Such financial statements thereafter shall be provided to any Type "A" Member or Noteholder making a request therefore in writing within thirty (30) days after receipt of such request. In the absence of fraud or manifest error, in executing an oath with regard to such balance sheet and statement of income and expense, the officer doing so shall be entitled to rely upon the representation by the accountant, accounting firm, or management agent preparing such materials as to the accuracy thereof.
- (i) Commencing with fiscal 2010, at least thirty (30) days prior to the first day of each fiscal year, prepare or cause to be prepared and make available to all Type "A" Members a budget outlining anticipated receipts and expenses for the following fiscal year.
- (j) Provide regular cleanup of all trails throughout the Burdened Property, including, but not limited to, mowing grass, landscape maintenance and pickup and disposal of trash on such areas.
- (k) Maintain all directional signs, trail signs, and neighborhood and other area signs throughout the Burdened Property, including, but not limited to, painting, repair work and replacement as needed.

(l) Obtain and maintain a blanket fidelity bond or employee dishonesty insurance policy insuring the Association against losses resulting from theft or dishonesty committed by the officers, directors, or persons employed by the association, or committed by any managing agent or employees of the managing agent. Such bond or insurance policy shall provide coverage in an amount equal to the lesser of One Million Dollars (\$1,000,000) or the amount of the reserve balances of the association plus one-fourth (1/4th) of the aggregate annual assessment income of such association. The minimum coverage amount shall be Ten Thousand Dollars (\$10,000).

Section 3. Borrowing Authority. The borrowing authority of the Board is set forth in the Articles.

Section 4. Failure to Timely Adopt Budget. The Board's failure to adopt or delay in adopting a budget for any fiscal year when required shall not constitute a waiver or release in any manner of an Owner's obligation to pay Assessments. In the absence of any such budget, each Owner shall continue to pay Annual Assessments at the rate in effect for the fiscal year immediately preceding the fiscal year to which such budget, if prepared and adopted, would have appertained until notified of any change in the amount thereof. If a budget for a fiscal year is adopted during such fiscal year that includes an increase in the amount of the Annual Assessment, with the result that Owners have underpaid Annual Assessments, the amount of such increase shall be paid within thirty (30) days following the giving of notice thereof. If a budget for a fiscal year is adopted during such fiscal year includes a decrease in the amount of the Annual Assessment, with the result that Owners have overpaid Annual Assessments, the amount of such overpayment shall be credited against the, amount due from Owners during the succeeding fiscal year.

Section 5. Insurance. All insurance policies upon the Common Open Space shall be purchased by the Association for the benefit of the Association, the Owners and Noteholders. Certificates of mortgagee endorsement shall be issued upon request. All Common Open Space Improvements and all personal property related thereto shall be insured in an amount equal to one hundred percent (100%) of insurable replacement value as determined annually by the Board with the assistance of the insurance company or agency providing coverage. Such coverage shall provide protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to comparable improvements and property. All policies shall contain clauses providing for waiver of subrogation. Public liability insurance shall be secured with limits of liability of no less than One Million Dollars (\$1,000,000) per occurrence and an endorsement to cover liability of the Owners as a group to a single Owner. All insurance policies shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein.

Section 6. Reconstruction and Repair. If all or any part of the Common Open Space Improvements are damaged or destroyed by fire or other casualty, the Board shall either (i) arrange for and supervise the prompt repair and restoration thereof subject to the availability of insurance

proceeds or reserve funds and/or duly levied Special Assessments, or (ii) clear away the debris and restore the affected area to an acceptable condition.

Section 7. Failure to Obtain Insurance. Declarant and the Board shall not be liable for failure to obtain the insurance coverage required by this Declaration or for any loss or damage resulting from such failure if (i) such failure is due to the unavailability of such coverage from a reputable insurance company, (ii) such coverage is available only at demonstrably unreasonable cost, or (iii) the associated insurance advisors advise that such coverage is unnecessary.

Section 8. Elimination of Encroachments, Etceteras. For so long as Declarant is an Owner, at the request of Declarant, the Association shall grant such easements and enter into such deeds of conveyance as may in Declarant's discretion be necessary in order to eliminate such encroachments, gaps, gores, overlaps, unintended side or rear setback violations, and other boundary line problems that may arise affecting the boundary line between any portion of the Common Open Space and any Lot or other portion of the Burdened Property.

ARTICLE XI: GENERAL PROVISIONS

Section 1. Duration. This Declaration shall run with the land for an initial term of thirty (30) years from the date of recordation in the Clerk's Office. Upon the expiration of said period, this Declaration (unless duly terminated) shall be automatically extended for successive terms of ten (10) years.

Section 2. Termination of Declaration; Effect of Termination. This Declaration may be terminated at the end of the then-current term by Declarant if the Transition Date has not yet occurred, and otherwise by the affirmative vote of three-fourths (3/4ths) of the votes cast by the Type "A" Members present in person or by proxy at a duly called meeting at which a quorum is present held during the final year of such term or by unanimous consent of the Type "A" Members in lieu of such a meeting. All easements reserved or granted herein shall survive termination of this Declaration.

Section 3. Amendments Generally. Other than as expressly set forth herein or in the Code of Virginia (1950), as amended or in the Articles, all proposed amendments to this Declaration prior to the Transition Date must be consented to by at least Twenty-Five Percent (25%) of the Type "A" Members, with such consent evidenced by the consenting Type "A" Members joining in the instrument of amendment to be recorded in the Clerk's Office. Subsequent to the Transition Date and other than as expressly set forth herein or in such Code of Articles, all proposed amendments to this Declaration shall be submitted to a vote of the Members at a duly called meeting at which a quorum is present and shall be deemed approved if two-thirds (2/3rds) of the Type "A" Members present at such meeting in person or by proxy vote in favor thereof. Any amendment that materially adversely affects the rights of Noteholders shall be subject to the consent of Eligible Noteholders, and shall be deemed to have been approved by them if approved by a majority of them in writing, provided any Eligible Noteholders not withholding such consent within thirty (30) days after the date of notice to Eligible Noteholders seeking such consent shall be

deemed to have granted such consent. Eligible Noteholders shall each have one (1) vote for each Lot encumbered by the lien of a deed of trust for their benefit. An action to challenge the validity of an amendment may not be brought more than one (1) year after the amendment is effective.

Section 4. Declarant's Unilateral Right to Amend. For so long as it is the Type "B" member, Declarant may unilaterally amend this Declaration to correct scrivener's errors, clarify ambiguities, satisfy any requirements of the County related to Liberty Ridge, satisfy the requirements of any guarantor of institutional loans to Owners, including but not limited to FNMA and the Veterans' Administration, and/or satisfy any requirements applicable to Liberty Ridge pursuant to the Interstate Land Sales Act or any comparable state, Federal or local ordinance, law, or rule.

Section 5. Notice of Termination or Amendment. If this Declaration is terminated or amended, a certificate of termination or an amendment to this Declaration, as the case may be, shall be recorded in the Clerk's Office by the Type "B" Member, if any, and, otherwise, by the Association.

Section 6. Additional Restrictive Covenants. Declarant may add additional restrictive covenants affecting any portion of the Burdened Property owned by it or limit the application of these covenants thereto.

Section 7. Remedy for Monetary Breach. If an Owner defaults in any monetary obligation imposed by or pursuant to this Declaration, the Board may initiate and prosecute legal action to recover the amount due, plus all costs of collection, including attorneys' fees and interest at the rate of twelve percent (12%) per annum from the due date or dates until paid, and exercise all lien rights then appertaining to it against the Owner and his, her or its Lot. In the event of such a default and the failure of the Board to so proceed within thirty (30) days after notice from any Owner of a demand that it do so, such Owner shall independently have such right to proceed, with any sums due that are recovered and/or money damages that are awarded being for the account of the Association, provided that in such event, if attorney's fees and costs are recovered, they shall be applied first to reimburse such Owner for his, her or its attorney's fees and costs reasonably incurred.

Section 8. Remedy for Non-Monetary Breach. If an Interested Party breaches any non-monetary obligation imposed by or pursuant to this Declaration, including but not limited to the obligation to get the approval of the DRB or Board before taken certain actions pursuant hereto, the Board shall have the right to cause such actions to be taken as are necessary in its sole and absolute discretion to remedy the same at the expense of Owner thereof. If the nature of such breach is such, in the opinion of the Board, as to require immediate corrective action, the Board may cause such corrective action to be taken after written notice to such Owner and such Owner's failure to take satisfactory immediate corrective action; in any other event, except as otherwise expressly set forth herein, the Board shall have such right if, within thirty (30) days after notice of such violation or breach, it shall not have been corrected. In the event of a threatened breach by an Interested Party in performance of any non-monetary obligation imposed by or pursuant to this Declaration, the Board shall be entitled to bring an action against such Party for injunctive and other relief provided it first

gives such Party ten (10) days notice of its intention to do so unless, in its opinion, the nature of the threatened breach is such as to require immediate legal action. If the Board fails to exercise the rights granted in this Section 8 upon a breach by an Interested Party in performance of any non-monetary obligation imposed by or pursuant to this Declaration within thirty (30) days after receipt of notice from an Owner of a demand that it do so, such Owner shall be entitled to exercise such rights.

Section 9. Certain Rights of Association. In the event of a breach of the provisions of this Declarant by an Owner, the Board may:

- (a) suspend the voting rights of the Owner until such breach has been cured or waived;
- (b) if such breach consists of Assessments being more than sixty (60) days past due, suspend such Owner's right and that of all Interested Parties claiming by, through or under him, her or it to use facilities or services provided directly through the Association, to the extent that access to such Owner's Lot is not precluded and provided that such suspension shall not endanger the health, safety, or property of any Owner, Tenant or occupant;
- (c) if such breach is non-monetary in nature, assess charges against such Owner, the amount of which shall not be limited to the expense or damage to the Association caused by the breach, but shall not exceed more than Fifty and No/100 Dollars (\$50.00) for a single breach or more than Ten and No/100 Dollars (\$10.00) per day for any breach of a continuing nature, which charge shall be treated as a Special Assessment against such Owner and his, her or its Lot, provided the charges in connection with a breach of a continuing nature shall not be assessed for a period exceeding ninety (90) days.

The foregoing rights shall be subject to the notice and hearing provisions set forth in Section 55-513.B. of the Virginia Property Owners' Association Act. If an Owner files a lawsuit challenging any charges levied pursuant to Subsection (c) above, no additional charges shall accrue after the date of filing. If the court rules in favor of the Association, it shall be entitled to collect such charges from the date the action was filed as well as all other charges assessed pursuant to this Section 9 against the Owner prior to the action and its attorneys' fees and costs.

For purposes hereof, an Owner is responsible for violations of this Declaration by an Interested Party claiming by, through or under him, her or it.

Section 10. Venue; Waiver of Trial By Jury; Service of Process. Every Owner agrees that any suit or proceeding brought pursuant to the provisions of this Declaration may be brought in the General District Court or the Circuit Court of the County or any court that in the future may be the successor to either or both of such Courts, waives the right to trial by jury and consents to a trial without a jury. Should suit be instituted against an Owner not at the time residing in the Commonwealth of Virginia or upon whom or which service cannot be accomplished in any other reasonable fashion, each such Owner hereby irrevocably appoints the Secretary of the State of the Commonwealth of Virginia as his, her or its agent for the acceptance of service of process.

Section 11. Costs of Corrective Action; Lien. Whenever any corrective action is taken pursuant to this Declaration, the costs thereof shall be a personal obligation of the Owner or Owners of the Lot affected or in connection with which the action was taken at the time such costs are incurred. The costs shall be billed at the completion of such corrective action, and all bills shall be due and payable thirty (30) days from the date of mailing of same. If the costs are not paid when due, the party initiating corrective action may sue for a judgment. The costs of corrective action and all other amounts such party is entitled to recover shall constitute a Special Assessment against and lien on the Lot affected, which lien shall run with the land and shall bear interest at the rate of twelve percent (12%) per annum from the date incurred until paid.

Section 12. Failure No Waiver. The failure by the Board, the Owners, the Association, and/or Declarant to enforce any right, reservation, restriction or condition contained in this Declaration in any one or more instance, regardless of how long such failure shall continue, shall not constitute a waiver of the right to enforce such right, reservation, restriction or condition in any other instance or to enforce any other right, reservation, restriction or condition contained herein.

Section 13. Assignment. By written instrument recorded in the Clerk's Office, Declarant may assign to the Association or any other third party in whole or in part, revocably or irrevocably, all of its rights and obligations in this Declaration, subject to any conditions, limitations, or restrictions that Declarant may elect to impose. Following any such assignment, the Association or such third party shall assume all of Declarant's obligations which are incident thereto (if any), and Declarant shall have no further obligation or liability with respect thereto. So long as Declarant is an Owner, no such assignment shall limit the rights of easement and other rights of entry reserved unto Declarant in this Declaration. If (or to the extent that) Declarant has not already done so prior to the time it is no longer an Owner, Declarant shall be deemed to have assigned all of its remaining rights and obligations in this Declaration to the Association as its agent at such time. If Declarant has not assigned all of its rights and obligations in this Declaration to the Association prior to the time that it is no longer an Owner, the Association may confirm as a matter of record that all of such rights and obligations are deemed to have been assigned to it by recording a certificate by a duly licensed attorney engaged in the general practice of real estate law in the County, stating that based upon a title examination of the records maintained in the Clerk's Office, Declarant is no longer an Owner.

Section 14. Appointment of Association as Agent. Declarant may appoint the Association as its agent to administer and enforce this Declaration. Such appointment may be temporary or permanent, and shall be subject to any conditions, limitations, or restrictions that Declarant may elect to impose. Upon any such appointment, the Association shall assume any obligations that are incident thereto.

Section 15. Notices. Any notice required or permitted to be sent under the provisions of this Declaration shall be given by personal delivery, U.S. first-class, postage-prepaid mail, or Fedex or comparable guaranteed overnight delivery service and shall be effective upon receipt, provided failure or refusal to accept delivery shall constitute receipt. Notices given to Owners shall be given at the Owners' last known addresses, as reflected on the records of the Association, or at such other address or addresses as the Owners or any of them shall have designated by notice given to the

Secretary of the Association. Notice to one (1) of two (2) or more joint Owners shall constitute notice to all such joint Owners, and notice to the Owner of a Lot shall constitute notice to any Interested Party claiming by, through or under such Owner. It shall be the obligation of every Type "A" Member to immediately notify the Secretary of the Association in writing of any change of address for notice purposes. Any Person who becomes a Type "A" Member following the first day in the calendar month in which said notice is delivered or mailed shall be deemed to have been given notice if notice was given to its, his or her predecessor in title. Notice to Declarant shall be given at 6101 Walker's Ferry Lane, Suffolk, Virginia 23435, with a copy to 14700 Village Square Place, Midlothian, Virginia 23112 and with a copy concurrently given to Declarant's Registered Agent in the Commonwealth of Virginia at the address designated for Declarant's Registered Office on the records of the State Corporation Commission of the Commonwealth of Virginia. For so long as Declarant is the Type "B" Member, notice to Declarant shall be deemed to be notice to the Association. Thereafter, notice to the Association shall be given to its Registered Agent in the Commonwealth of Virginia at the address designated for the Association's Registered Office on the records of such Commission.

Section 16. Severability. Should any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such adjudication shall in no way effect the other provisions hereof, which are hereby declared to be severable and which shall remain in full force and effect.

Section 17. Interpretation. For so long as Declarant is an Owner, Declarant shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its determination, construction, or interpretation shall be final and binding. Thereafter, the Board shall have such right.

Section 18. Authorized Action. All actions which the Association is allowed to take under this Declaration shall be authorized actions if approved by the Board in the manner provided for in the Bylaws, unless the terms of this Declaration provide otherwise.

Section 19. Other Agreements. Except to the extent expressly set forth herein, in the event of any conflict between the provisions thereof, the order of precedence of this Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be the Articles, this Declaration, the Bylaws and the Rules and Regulations.

Section 20. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, determinations, consents or required approvals by or from Declarant, the DRB and/or the Association contemplated under this Declaration, including by the Board in the capacity of DRB, Declarant, the DRB and/or the Association shall not be liable to an Owner or to any other Person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other Person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld. Without limiting the generality of the foregoing, the approval by the DRB of any proposed improvements or any alterations, and/or any requirement by the DRB that

the proposed improvements or alterations be modified and/or of an Owner's proposed builder, shall not constitute a warranty or representation by the DRB of the adequacy, technical sufficiency or safety of the proposed improvements or alterations, as the same may be modified, or of the suitability of such builder by reason of background, training, experience and/or professional licensing to undertake construction of proposed improvements or alterations on an Owner's behalf, and the DRB shall have no liability whatsoever for the failure of the proposed improvements or alterations to comply with applicable building codes, laws and ordinances, sound engineering, architectural or construction practices, or for the negligence of any party involved in construction of such improvements or alterations once approved. In addition, in no event shall the DRB have any liability whatsoever to an Owner or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the DRB's approval, disapproval or conditional approval of any proposed improvements or alterations and/or of any proposed builder against any such Owner or any other party. Any Owner, contractor or other party asserting a claim against the DRB in contravention of the provisions of this Section shall reimburse such the DRB for all costs and expenses, including reasonable attorneys' fees and court costs, incurred by it or them in connection therewith. Such costs and expenses shall be a Special Assessment upon the Lot owned by the Owner asserting a claim or, in the event of a claim asserted by a contractor or third party, upon the Lot owned by the Owner engaging such contractor or third party, in order to secure payment thereof. No entry by or at the direction of the Declarant or the Board upon the Burdened Property or any portion thereof pursuant to this Declaration shall be deemed a trespass. No reservation of rights by Declarant in this Declaration shall be construed to impose on Declarant a burden of affirmative action of any kind or nature whatsoever.

Section 21. Exceptions. The Board may issue variances exempting a particular Lot or portion of the Common Open Space from any of the provisions of this Declaration, provided no such variance shall materially adversely affect an adjoining Owner's use or enjoyment of his Lot or the use and enjoyment of such Lot by any Interested Party claiming by, through or under such Owner, the use and enjoyment of the Common Open Space, or development of Liberty Ridge in a manner intended by this Declaration.

Section 22. Management and Contract Rights of Association. The Board may delegate management of its affairs to a professional manager, provided any management agreement is terminable for cause or upon reasonable notice, and for a term no longer than three (3) years, renewable by consent of the Association and the manager.

Section 23. Rights of Eligible Noteholders. Any Eligible Noteholder shall be entitled, upon written request therefore, to receive written notice of (a) all meetings of the Association, (b) any condemnation or casualty loss that affects either a material portion of the Lot or portion of the Common Open Space securing its deed or trust, (c) any delinquency in the payment of any Assessment levied against such Lot, (d) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, and (e) any proposed action that requires the consent of a specified percentage of Noteholders. In addition, such Noteholder shall be entitled to attend any meeting of the Association and to be furnished upon written request with a copy of any insurance policies maintained by the Association pursuant to this Declaration.

Section 24. General Plan. The existence of the General Plan used by Declarant in developing and/or selling portions of the Burdened Property shall not be deemed to constitute a representation by Declarant that Liberty Ridge will be developed as depicted on such Plan. Subject to the approval of the County, such Plan may be modified or amended from time to time in the sole and absolute discretion of Declarant.

Section 25. Use of Name "Liberty Ridge". No Owner shall use or cause or permit the use of the words "Liberty Ridge" or any variation thereof in connection with any retail, commercial or professional activity (however or wherever conducted or undertaken and expressly including any such activity occurring in whole or in part in Internet commerce) or use or cause or permit the use of the words "Liberty Ridge" or any variation thereof in the name of an Internet website, whether for personal use or otherwise, without the prior consent of Declarant, which consent Declarant may grant or withhold in its sole and absolute discretion. For so long as Declarant is an Owner, the provisions of this Section may not be amended without the consent of Declarant, which consent Declarant shall not be obligated to give.

Section 26. References. All references to Articles, Sections and Subsections herein are references to the articles, sections and subsections contained in this Declaration unless otherwise expressly noted to the contrary.

Section 27. Subordination of Deed of Trust; No Amendment Without Bank Consent. The Deed of Trust shall be inferior in dignity and priority to the provisions of this Declaration, but not with respect to (i) any lien created by or under this Declaration, (ii) any matter as to which the Bank or the holder of a first deed of trust lien on the Property is entitled to notice under this Declaration or applicable law, in either case in the event such notice is not duly given, and/or (iii) any other matter which would change the priority of the lien of the Bank Deed of Trust. Bank Trustee, at the direction of the Bank, joins herein for the sole purpose of consenting to and confirming such subordination. Declarant agrees that its rights and privileges under this Declaration are appurtenant to the Property and are therefore property subject to the lien of the Bank Deed of Trust. Declarant agrees that unless and until the lien of the Deed of Trust has been released of record from all of the Property, this Declaration and the Bylaws of the Association shall not be amended without the prior written consent of Bank, which consent Bank shall not unreasonably withhold, condition or delay.


WITNESS the following signatures pursuant to due authority.

[Balance of Page Intentionally Blank. Signature Pages Follow.]

[Signature page to Liberty Ridge Declaration of Covenants,
Conditions and Restrictions.]


ASSOCIATION

LIBERTY RIDGE HOMEOWNERS'
ASSOCIATION, INC., a Virginia non-stock
corporation

By: 
Branch P. Lawson
President

DECLARANT

JCC, L.L.C., a Virginia limited liability
company, by JCC MANAGEMENT
CORPORATION, a Virginia corporation, its
Manager


Branch P. Lawson
President

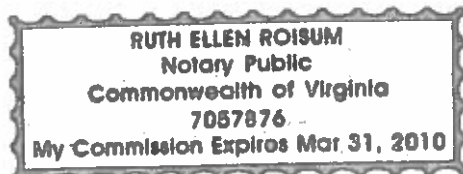
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Suffolk, VA, to-wit:

The foregoing instrument was acknowledged before me February 19th, 2009, in my jurisdiction aforesaid, by Branch P. Lawson, as President of Liberty Ridge Homeowners' Association, Inc., a Virginia non-stock corporation, on behalf of such corporation, and as President of JCC Management Corporation, a Virginia corporation, on behalf of such corporation in its capacity as Manager of Liberty Ridge, L.L.C., a Virginia limited liability company. Mr. Lawson is personally known to me.

My commission expires: 03/31/2010
Registration number:


Notary Public

[SEAL]



[Signature page to Liberty Ridge Declaration of Covenants,
Conditions and Restrictions.]

TRUSTEE

BB&T-VA COLLATERAL SERVICE
CORPORATION, a Virginia corporation

By: 

Name: Robert C. Gullledge

Title: Senior Vice President/
City Executive

COMMONWEALTH OF VIRGINIA

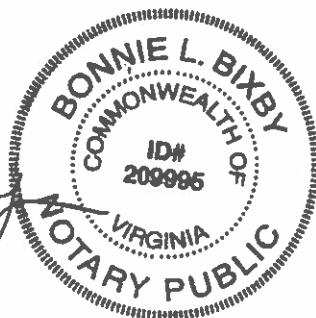
CITY/COUNTY OF ~~COUNTY~~ NORFOLK, to-wit:

The foregoing instrument was acknowledged before me February 20th, 2009, in my jurisdiction aforesaid, by Robert C. Gullledge of BB&T-Va Collateral Service Corporation, a Virginia corporation, on behalf of such corporation, who is personally known to me.

My commission expires: 4/30/2010

Registration number: 209995


Notary Public



[SEAL]

The undersigned executes this instrument to consent to execution hereof by the Trustee named herein.

Branch Banking and Trust Company

By: 

Name: Richard J. Rogers

Title: Vice President

EXHIBIT "A"

BURDENED PROPERTY

ALL those certain lots, pieces or parcels of land located in James City County, Virginia and known as Liberty Ridge, Section 1, as more particularly described on a place entitled "SUBDIVISION PLAT OF LIBERTY RIDGE SECTION 1 JAMES CITY COUNTY, VIRGINIA" dated January 28, 2008, revised September 26, 2008, prepared by Rouse-Sirine Associates, Ltd., and recorded prior hereto in the Clerk's Office of the Circuit Court of the City of Williamsburg and James City County.

BEING a portion of the same real estate conveyed to JCC, L.L.C. by deed from Gray Associates, a Virginia general partnership, and VMI Foundation, Inc., dated September 22, 2004, recorded September 29, 2004, in the Clerk's Office, Circuit Court, County of James City, Virginia as Instrument Number 040024438.

EXHIBIT "B"

ADDITIONAL PROPERTY

ALL those certain lots, pieces or parcels of land located in James City County, Virginia and more particularly described in the deed referred to in the "BEING" clause below, to which deed reference is hereby made for a more particular description of such property.

LESS AND EXCEPT that certain lot, piece or parcel of land, with all improvements thereon and appurtenances thereunto belonging, lying and being in James City County, Virginia, containing 89.327 acres, more or less, all as more particularly shown on that certain plat prepared by Rouse-Sirine Associates, Ltd., entitled "LOT LINE ADJUSTMENT PLAT FOR CONVEYANCE OF PROPERTY FROM JCC, L.L.C. TO JAMES CITY COUNTY, VIRGINIA", dated December 1, 2004, a copy of which was attached to and recorded with a deed from JCC, L.L.C., a Virginia limited liability company, to County of James City, Virginia, a political subdivision of the Commonwealth of Virginia, recorded prior hereto in the Clerk's Office of the Circuit Court of the City of Williamsburg and James City County, Virginia, to which plat reference is hereby made for a more particular description of such property.

LESS AND EXCEPT those certain lots, pieces or parcels of land located in James City County, Virginia and known as Liberty Ridge, Section 1, as more particularly described on a place entitled "SUBDIVISION PLAT OF LIBERTY RIDGE SECTION 1 JAMES CITY COUNTY, VIRGINIA" dated January 28, 2008, revised September 26, 2008, prepared by Rouse-Sirine Associates, Ltd. and recorded prior hereto in the aforesaid Clerk's Office.

BEING a portion of the same real estate conveyed to JCC, L.L.C. by deed from Gray Associates, a Virginia general partnership, and VMI Foundation, Inc., dated September 22, 2004, recorded September 29, 2004, in the Clerk's Office, Circuit Court, County of James City, Virginia as Instrument Number 040024438.

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 9/14/09
at 9:49 AM/PM. The taxes imposed by Virginia Code
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.

STATE TAX LOCAL TAX ADDITIONAL TAX

\$ _____ \$ _____ \$ _____

TESTE: BETSY B. WOOLRIDGE, CLERK

BY: Betsy B. Woolridge Clerk

PLEASE RETURN COPY & RECEIPT TO
100017817

EAST WEST PARTNERS
C/O WESLEY BROWN
5365 COUNTERVILLE ROAD
WILLIAMSBURG, VA 23188

This instrument prepared by Thomas E. Carr & Associates, P.C., 10304 Pebblebrook Place, Richmond, Virginia 23238.

Tax Map Parcels: See attached list.

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

LIBERTY RIDGE

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made as of this 14th day of January, 2010 by JCC, L.L.C., a Virginia limited liability company ("Declarant" and a "Grantor" and "Grantee" for indexing purposes) and LIBERTY RIDGE HOMEOWNERS' ASSOCIATION, INC., a Virginia non-stock corporation ("Association" and a "Grantor" and "Grantee" for indexing purposes), recites and provides:

RECITALS

A. By Declaration of Covenants, Conditions and Restrictions recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and James City County, Virginia ("Declaration"), Declarant imposed certain covenants, conditions and restrictions on property more particularly described therein, located in James City County, and commonly known as Section 1 of Liberty Ridge subdivision (the "Burdened Property").

B. Declarant owns the Burdened Property.

C. Declarant wishes to amend the Declaration in the manner set forth herein.

D. Association is the homeowners' association for Liberty Ridge and wishes to join herein to provide the certification required by 55-515.1.F. of the Code of Virginia (1950), as amended.

AMENDMENTS

The Declaration is hereby amended as follows: INSTRUMENT # 090006729

1. Utilities Easement. Article II, Section 4 of the Declaration is hereby deleted and the following substituted in its stead:

"Section 4. Utilities Easement. Declarant reserves a non-exclusive perpetual, alienable easement on, over and under the Burdened Property to erect, maintain, and use or to permit third parties to erect, maintain, and use electric, cable television, telephone and other utility poles, wires, cables, and conduits, streetlights, drainage ways, water mains, and all related equipment for the provision of electric, telephone, gas, water, drainage, television, internet or other public conveniences or utilities to the Property and/or to install utility facilities underground throughout the Property; provided, however, that without the

consent of the Owner thereof, no such utility easement shall be applicable to any portion of any Lot or the Common Open Space that may (a) have been used prior to the installation of such utilities on such portion of the Lot or Common Open Space for construction of Improvements, or (b) be designated as the site for a single family detached home, accessory building or other structure on a site plan that has been approved by the DRB. The foregoing easement includes the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or to take any other similar action necessary to provide utility services and to maintain reasonable standards of appearance."

2. Vehicles. Article III, Section 10 of the Declaration is hereby deleted and the following substituted in its stead:

"Section 10. Vehicles. Except in connection with construction activities, no trucks, trailers, campers, recreational vehicles, or other large vehicles, including grounds maintenance equipment, may be parked on any portion of the Common Open Space other than in such parking areas and for such time periods as may be designated by the Board for such purpose. All vehicles must be parked so as not to impede traffic or damage vegetation. No junk, derelict or inoperative vehicle or vehicle on which current registration plates and current inspection stickers are not displayed shall be kept upon any portion of the Common Open Space. Vehicle repairs and storage of vehicles are not permitted on the Common Open Space other than to the extent expressly approved by the Board. No motor vehicles, including, but not limited to, trail bikes, motorcycles, dune buggies, golf carts, snowmobiles and scooters, but excluding such vehicles as are authorized by the Board in order to maintain, repair, or improve the Common Open Space, shall be driven upon any portion of the Common Open Space other than paved access driveways and parking lots. No vehicle parked on any portion of the Common Open Space may be used for habitation purposes."

3. Not a Bailee. Article III, Section 13 of the Declaration is hereby deleted and the following substituted in its stead:

"Section 13. Not a Bailee. Declarant, the Board, the Association, and the other Members shall not be considered bailees of any personal property placed or stored on the Common Open Space (including personal property within vehicles parked on the Common Open Space), and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent, if at all, covered by insurance in excess of any applicable deductible."

4. Consultation with Architects, Etceteras. Article IV, Section 6 of the Declaration is hereby deleted and the following substituted in its stead:

"Section 6. Consultation with Architects, Etceteras: Administrative Fee. The DRB may engage or consult with architects, engineers, planners, surveyors, attorneys and others in the performance of its responsibilities under this Article. Any Owner seeking the approval of the DRB pursuant hereto agrees to pay all fees thus incurred and further

agrees to pay an administrative fee to the DRB in such amount as the DRB may from time to time reasonably establish. The payment of all such fees is a condition to the approval of any proposed improvements, and the commencement of review of any proposal may be conditioned upon the payment of the DRB's estimate of such fees. Administrative fees established, levied and collected by the DRB shall be in amounts reasonably calculated to defray the costs of carrying out the responsibilities of the DRB related to consideration of proposed improvements, including reasonable compensation for its members other than those appointed by and associated with Declarant or the Board. Subject to retention of a reasonable reserve for working capital purposes, any resulting surplus funds held by the DRB at the end of a given calendar year shall be disbursed by it to the Association."

5. Period Approval Effective: Completion of Exterior of Improvements. Article IV, Section 7 of the Declaration is hereby deleted and the following substituted in its stead:

"Section 7. Period Approval Effective: Completion of Exterior of Improvements; Occupancy. Approval of plans and specifications by the DRB shall be valid for a period of one (1) year from the date given or deemed to have been given. If within such period, in the opinion of the DRB, substantial commencement of construction of the Improvements has not begun, or, such construction, having begun, has not been diligently prosecuted, all related approvals shall be deemed to have expired and no construction shall thereafter continue or commence without a written renewal of such approvals. The exterior of each single family home must be completed within eighteen (18) months after substantial commencement of construction of same except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, inability to obtain required materials, national emergency or natural calamities. No such home may be occupied, whether temporarily or permanently, until such exterior is completed and a temporary or permanent certificate of occupancy therefore has been issued by the County. Provided the Board has given such Owner notice of such Owner's failure to complete such exterior, and such Owner has failed to complete or cause to be completed such exterior within thirty (30) days thereafter, or, if such exterior cannot be completed within such thirty (30) day period, such Owner has failed within such period to commence and diligently prosecute those actions necessary to complete such exterior during such period and thereafter, the Board shall be entitled to take any action necessary to complete or have completed such exterior or, if in the Board's opinion it is appropriate to do so, to demolish or cause to be demolished any uncompleted Improvements and restore or have the Lot restored to its condition prior to the commencement of construction, without liability to the Owner of the Lot. In such event, all costs incurred by the Association at the direction of the Board shall be a Special Assessment against the Lot and a personal obligation of the Owner thereof, payable by the Owner on demand."

6. Capitalization of Association. Article VIII, Section 8 of the Declaration is hereby deleted and the following substituted in its stead:

"Section 8. Capitalization of Association. At closing on conveyance of a Lot, whether by Declarant or another Owner, the purchaser thereof shall make a contribution to the working capital of the Association equal to the amount of the then-current Annual Assessment. Such contribution shall be paid to the Association within thirty (30) days after conveyance of the Lot with respect to which such contribution is due to such Owner. If two (2) or more Persons become Owners of a given Lot simultaneously, only one (1) such contribution shall be required, but such Persons shall be jointly and severally liable for payment of the amount due. No such contribution shall be required in connection with any conveyance of a Lot that is not a voluntary conveyance for valuable consideration by the Owner(s) thereof to an unrelated Person. At such time as the aggregate amount of such contributions is sufficient to repay to Declarant any amounts advanced by it to the Association, if any, pursuant to Section 12 below and maintain the Association's working capital at a level at least equal to three (3) months' expenses pursuant to the approved budget in effect at the time, the Board in its sole discretion may elect to (w) reduce the amount required to be contributed pursuant to this Section, (x) suspend the obligation to contribute pursuant to this Section, (y) terminate the obligation to contribute pursuant to this Section, and/or (z) to the extent contributions continue to be made pursuant to this Section, transfer such contributions to the reserve fund established pursuant to Section 9 below. Thereafter, in any such event, the Board in its sole discretion may rescind any such action taken by it."

7. Minimum List of Functions and Services. Article X, Subsection 2(d) is hereby deleted and the following substituted in its stead:

"(d) Should Declarant appoint the Association its agent or otherwise assign its rights to the Association for such purposes, whether in whole or in part, or should such rights be deemed to have been assigned to the Association pursuant hereto, administer and enforce this Declaration and other covenants and restrictions of record, if any, and assume responsibility for any obligations that are incident thereto."

8. Declarant's Unilateral Right to Amend. Article XI, Section 4 of the Declaration is hereby deleted and the following substituted in its stead:

"Section 4. Declarant's Unilateral Right to Amend. For so long as it is the Type "B" member, Declarant may unilaterally amend this Declaration to correct scrivener's errors, clarify ambiguities, satisfy any requirements of the County related to Liberty Ridge, satisfy the requirements of any guarantor of institutional loans to Owners, including but not limited to FNMA and the Veterans' Administration, satisfy any requirements applicable to Liberty Ridge pursuant to the Interstate Land Sales Act or any comparable state, Federal or local ordinance, law, or rule, and/or reflect changes occurring from time to time in the provisions of the Virginia Property Owners Association Act that, in the judgment of Declarant, are in the best interests of the Owners."

9. Certain Rights of Association. Article XI, Section 9 of the Declaration is hereby deleted and the following substituted in its stead:

"Section 9. Certain Rights of Association. In the event of a breach of the provisions of this Declarant by an Owner, the Board may:

(a) suspend the voting rights of the Owner until such breach has been cured or waived;

(b) if such breach consists of Assessments being more than sixty (60) days past due, suspend such Owner's right and that of all Interested Parties claiming by, through or under him, her or it to use facilities or services provided directly through the Association, to the extent that access to such Owner's Lot is not precluded and provided that such suspension shall not endanger the health, safety, or property of any Owner, Tenant or occupant; and

(c) if such breach is non-monetary in nature, assess charges against such Owner, the amount of which shall not be limited to the expense or damage to the Association caused by the breach, but shall not exceed more than Fifty and No/100 Dollars (\$50.00) for a single breach or more than Ten and No/100 Dollars (\$10.00) per day for any breach of a continuing nature, which charge shall be treated as a Special Assessment against such Owner and his, her or its Lot, provided the charges in connection with a breach of a continuing nature shall not be assessed for a period exceeding ninety (90) days.

If Section 55-513.B. of the Virginia Property Owners Association Act hereafter is amended at any time or from time to time to increase the amounts described in Subsection (c) above, the amounts in such Subsection shall be deemed to have been modified to the amounts reflected in the amendment or most recent amendment, as the case may be, to such Act.

The foregoing rights shall be subject to the notice and hearing provisions set forth in Section 55-513.B. of the Virginia Property Owners' Association Act. If an Owner files a lawsuit challenging any charges levied pursuant to Subsection (c) above, no additional charges shall accrue after the date of filing. If the court rules in favor of the Association, it shall be entitled to collect such charges from the date the action was filed as well as all other charges assessed pursuant to this Section 9 against the Owner prior to the action and its attorneys' fees and costs.

For purposes hereof, an Owner is responsible for violations of this Declaration by an Interested Party claiming by, through or under him, her or it."

10. Certification. The principal officer of the Association joins herein to certify that the requisite majority of the Lot Owners (as such term is defined in the Declaration) have signed this Amendment. The Association intends the foregoing certification to be the certification required by Section 55-515.1.F. of the Code of Virginia (1950), as amended.

WITNESS the following signatures pursuant to due authority.

[Signature pages follow.]

[Signature page to First Amendment to Liberty Ridge Declaration of Covenants, Conditions and Restrictions.]

ASSOCIATION

LIBERTY RIDGE HOMEOWNERS' ASSOCIATION, INC., a Virginia non-stock corporation

By:


Branch P. Lawson
President

DECLARANT

JCC, L.L.C., a Virginia limited liability company, by JCC MANAGEMENT CORPORATION, a Virginia corporation, its Manager

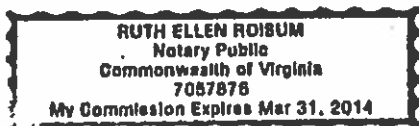

Branch P. Lawson
President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Suffolk, to-wit:

The foregoing instrument was acknowledged before me ^{April 14} January 14, 2010, in my jurisdiction aforesaid, by Branch P. Lawson, as President of Liberty Ridge Homeowners' Association, Inc., a Virginia non-stock corporation, on behalf of such corporation, and as President of JCC Management Corporation, a Virginia corporation, on behalf of such corporation in its capacity as Manager of Liberty Ridge, L.L.C., a Virginia limited liability company. Mr. Lawson is personally known to me.

My commission expires: 03/31/2014
Registration number:



[SEAL]


Notary Public

TAX PARCEL NUMBERS

3040700001
3040700043
3040700044
3040700045
3040700046
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VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 26 Aug 2010
at 12:54 AM/PM. The taxes imposed by Virginia Code
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.
STATE TAX LOCAL TAX ADDITIONAL TAX

\$ _____ \$ _____ \$ _____
TESTE: BETSY B. WOOLRIDGE, CLERK
BY: Betsy B. Woolridge Clerk

150022130

This instrument prepared by Thomas E. Carr & Associates, P.C., 3046 Plaza Blanca, Santa Fe, New Mexico 87507.

Tax Map Numbers: See attached schedule.

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS**

LIBERTY RIDGE

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("Amendment"), made as of this 10 day of November 2015 by JCC, L.L.C., a Virginia limited liability company ("Declarant" and a "Grantor" and "Grantee" for indexing purposes) provides:

WITNESSETH:

WHEREAS, Declarant and others named therein joined in a Declaration of Covenants, Conditions, Restrictions and Easements Liberty Ridge dated as of February 19, 2009 and recorded in the Clerk's Office for the City of Williamsburg and James City County, Virginia as Instrument Number 090006729 (as subsequently amended, the "Declaration").

WHEREAS, Declarant is the owner of more than 2/3rds of the lots burdened by the Declaration, and, pursuant to Section 55-515.1.D. of the Code of Virginia (1950), as amended, wishes to join herein to ratify amendment of the Declaration in the manner set forth below.

NOW, THEREFORE, Declarant ratifies the following amendment of the Declaration:

Article VIII, Section 8 of the Declaration is amended to read as follows:

"Section 8. Capitalization of Association. Each Owner other than Declarant and a party regularly engaged in the construction of single-family homes to whom Declarant conveys a Lot shall make a contribution to the working capital of the Association equal to the amount of the then-current Annual Assessment. Such contribution shall be paid to the Association within thirty (30) days after conveyance of the Lot to such Owner with respect to which such contribution is due. If two (2) or more Persons become Owners of a given Lot simultaneously, only one (1) such contribution shall be required, but such Persons shall be jointly and severally liable for payment of the amount due. No such contribution shall be required in connection with any conveyance of a Lot that is not a voluntary conveyance for valuable consideration by the Owner(s) thereof to an unrelated Person or from any existing Owner. At such time as the aggregate amount of such contributions is sufficient to repay to Declarant any amounts advanced by it to the Association, if any, pursuant to Section 12 below and maintain the Association's working capital at a level at least equal to three (3) months' expenses pursuant to the approved budget in effect at the time, the Board in its sole discretion may elect to (w) reduce the amount required to be contributed pursuant to this Section, (x) suspend the obligation to contribute pursuant to this Section, (y) terminate the obligation to

contribute pursuant to this Section, and/or (z) to the extent contributions continue to be made pursuant to this Section, transfer such contributions to the reserve fund established pursuant to Section 9 below. Thereafter, in any such event, the Board in its sole discretion may rescind any such action taken by it."

Except as set forth above, Declarant acknowledges and agree that the Declaration has not been further modified, supplemented or amended and is in full force and effect as of the date hereof.

WITNESS the following signature pursuant to due authority.

DECLARANT

JCC, L.L.C., a Virginia limited liability company, by JCC MANAGEMENT CORPORATION, a Virginia corporation, its Manager

By: 

Branch P. Lawson
President

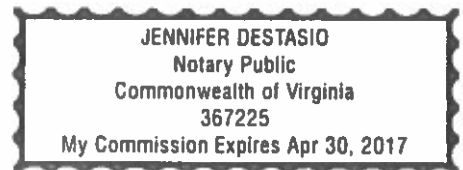
COMMONWEALTH OF VIRGINIA
CITY OF SUFFOLK, to-wit:

The foregoing instrument was acknowledged before me November 10, 2015, in my jurisdiction aforesaid, by Branch P. Lawson, as President of JCC Management Corporation, a Virginia corporation, on behalf of such corporation in its capacity as Manager of JCC, L.L.C., a Virginia limited liability company. Mr. Lawson is personally known to me.

My commission expires: 4/30/17
Registration number: 367225


Notary Public

[SEAL]



TAX PARCEL NUMBERS

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VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 11-18-2015
at 3:10 PM. The taxes imposed by Virginia Code
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.

STATE TAX LOCAL TAX ADDITIONAL TAX

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

BY: Betsy B. Woolridge Clerk

140016694

This instrument prepared by Thomas E. Carr & Associates, P.C., 10304 Pebblebrook Place, Henrico, Virginia 23238.(505-474-5210).

**EXEMPT FROM RECORDATION TAX UNDER VIRGINIA CODE
SECTION 58.1-811(A)(3), AS AMENDED**

Tax Parcel ID: Portions of 3030100002

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement"), made this 27th day of August, 2014, by and between JCC, L.L.C., a Virginia limited liability company, its successors and assigns ("Grantor") and the COUNTY OF JAMES CITY, VIRGINIA ("Grantee").

WHEREAS, the Grantor is the owner of certain property known as a portion of the Liberty Ridge subdivision, consisting of a tract of land containing 80.3 acres, more or less, more particularly described in the Plat referred to herein ("Property");

WHEREAS, the Grantee has adopted the Chesapeake Bay Preservation Ordinance, Chapter 23 of the James City County Code, as required by Article 2.5 of Chapter 3.1 of Title 62.1 of the Code of Virginia to protect the Chesapeake Bay and its tributaries from nonpoint source pollution within the Chesapeake Bay drainage area; and

WHEREAS, the Grantor wishes to preserve land as natural open space as part of the Grantor's efforts to improve the quality of stormwater runoff from the Property.

NOW, THEREFORE, in recognition of the foregoing and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee an easement in gross, with the right in perpetuity to restrict the use as described below, of the portion herein described of that certain tract, lot, piece, or parcel of land ("Easement Property"), to wit:

ALL those certain lots, pieces or parcels of land lying and situate in James City County, Virginia totaling 12.065 acres, more or less, and shown as Natural Open

Space Easement on that certain plat entitled "SUBDIVISION PLAT OF LIBERTY RIDGE BEING LOTS 87-89 & 91-95, SECTION 1-B AND LOTS 96-110, SECTION 2-B JAMES CITY COUNTY, VIRGINIA" dated January 7, 2014, last revised July 21, 2014, and prepared by Rouse-Sirine Associates, LTD., land surveyors and mapping consultants, which Plat was recorded in the Clerk's Office of the Circuit Court of James City County, Virginia as Instrument No. ____ 1400116-92.

The restrictions hereby imposed on the use of the Easement Property, the acts which the Grantor covenants to do or not to do, and the restrictions which the Grantee is hereby entitled to enforce, shall be as follows:

1. No building or structure shall be built or maintained on the Easement Property other than such building or structure approved by the County Watershed Planner, in writing;
2. The Easement Property shall be kept free and clear of any junk, trash, rubbish, or other unsightly or offensive material;
3. No new signs, billboards, outdoor advertising, road, or utility lines shall be placed on the Easement Property without the expressed written consent of the County Watershed Planner;
4. The Easement Property shall remain in its natural condition with respect to natural leaf litter or other ground-covering vegetation, understory vegetation or shrub layer, and tree canopy. The activities of the Grantor within the Easement Property shall be limited to those that do not remove or damage any vegetation or disturb any soil. With the expressed written consent of the County Watershed Planner such activities may include selective trimming and pruning which will not alter the natural character of the Easement Property. The Grantor may install walk trails or remove dead, diseased, poisonous, or invasive vegetation with the expressed written consent of the County Watershed Planner;
5. The Grantee and its representatives may enter upon the Easement Property to inspect the Easement Property, to enforce the terms of this Easement, and to put signs or markers identifying the Grantee's interest in the Easement Property as natural open space;

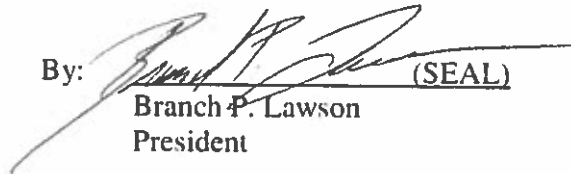
6. In the event of a violation of this Easement, the Grantee shall have the right to seek all appropriate legal and equitable relief, including but not limited to: reasonable attorney's fees and costs; the right to restore the Easement Property to its natural condition; and the right to assess the cost of such restoration as a lien against the Easement Property.

Although this easement in gross will benefit the public in the ways cited above, nothing herein shall be construed to convey a right to the public of access to or use of the Easement Property, and the Grantor shall retain exclusive right to such access and use, subject only to the provisions herein recited.

Witness the following signatures and seals on the date first above written.

JCC, L.L.C., a Virginia limited liability company, by JCC Management Corporation, a Virginia corporation, its Manager

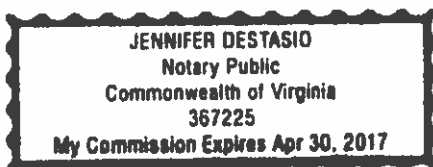
By:

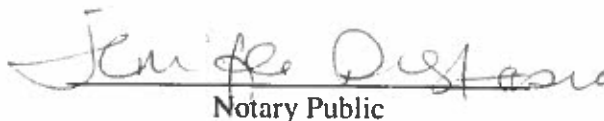
 (SEAL)
Branch P. Lawson
President

Commonwealth of Virginia
City of Suffolk

I, a Notary Public for the Commonwealth of Virginia, do hereby certify that Branch P. Lawson, President of JCC Management Corporation, a Virginia corporation, Manager of JCC, L.L.C., a Virginia limited liability company, whose name is signed to the foregoing Deed, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this 27 day of August, 2014.




Notary Public

My Commission expires: 4/30/2017

The form of this Deed of Easement is approved and, pursuant to Resolution of the Board of Supervisors of James City County, Virginia, duly executed on the 9th day of September, 2008, this conveyance is hereby accepted on behalf of said County.

09.17.14

DATE

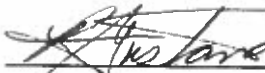

COUNTY ATTORNEY



Commonwealth of Virginia
City/County of JAMES CITY, to wit:

I, RACHELE GUSTAVE, a Notary Public for the Commonwealth of Virginia, do hereby certify that ALLISON KOTULA, Attorney for James City County, Virginia, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this 17th day of SEPTEMBER, 2014.

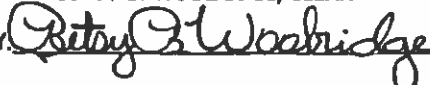

Notary Public

Return to:
Michael Woolson
James City County Engineering and Resource Protection
101-E Mounts Bay Road
Williamsburg, Virginia 23188

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 10-10-2014
at 10:58 AM/PM. The taxes imposed by Virginia Code
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.

STATE TAX LOCAL TAX ADDITIONAL TAX

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

BY:  Clerk

140016693

This instrument prepared by Thomas E. Carr & Associates, P.C., 10304 Pebblebrook Place, Henrico, Virginia 23238.

Tax Parcel Number: Portions of 3030100002

SUPPLEMENTAL DECLARATION

LIBERTY RIDGE

**LOTS 87-89 AND 91-95, SECTION 1-B AND
LOTS 96-110, SECTION 2-B**

This SUPPLEMENTAL DECLARATION, made this 6 day of ~~OCTOBER~~ NOVEMBER 2014, by ICC, L.L.C., a Virginia limited liability company ("Declarant" and a "Grantor" and "Grantee" for indexing purposes) provides:

P R E A M B L E:

By Declaration of Covenants, Conditions and Restrictions Liberty Ridge dated February 19, 2009 and recorded in the Clerk's Office of the Circuit Court of James City County, Virginia as Instrument No. 090006729, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions dated April 14, 2010, recorded in such Clerk's Office as Instrument No. 10017817 ("Declaration"), Declarant imposed certain covenants, conditions and restrictions on property more particularly described therein and known as Section 1 of Liberty Ridge, a community being developed by Declarant in such County.

Pursuant to Article II, Section 2 of the Declaration, Declarant now wishes to extend the provisions of the Declaration to property known as Section 1-B of Liberty Ridge and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof ("Property").

W I T N E S S E T H:

NOW, THEREFORE, Declarant declares that the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges reserved and set forth in the Declaration.

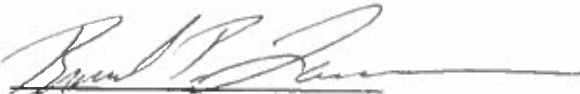
WITNESS the following signature pursuant to due authority.

[Signature page follows.]

[Signature page to Supplemental Declaration for
Liberty Ridge Lots 87-89 and 91-95, Section 1-B and
Lots 96-110, Section 2-B.]

JCC, L.L.C., a Virginia limited liability company, by
JCC MANAGEMENT CORPORATION, a Virginia
corporation, its Manager

By:


Branch P. Lawson
President

COMMONWEALTH OF VIRGINIA

CITY OF SUFFOLK, to wit:

The foregoing instrument was acknowledged before me the 16 day of October 2014 in
my jurisdiction aforesaid by Branch P. Lawson, President of JCC Management Corporation, a
Virginia corporation, Manager of JCC, L.L.C., a Virginia limited liability company, on behalf of
such company. Mr. Lawson is personally known to me.

My commission expires:

4/30/2017

Registration number:

367225


Notary Public

[SEAL]

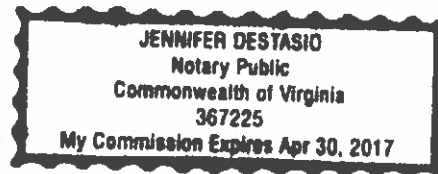


EXHIBIT "A"

PROPERTY

All those certain lots, pieces or parcels of land, with all improvements thereon and all appurtenances thereto belonging, located and being in the County of James City, Commonwealth of Virginia, and more particularly described on that certain "SUBDIVISION PLAT OF LIBERTY RIDGE BEING LOTS 87-89 & 91-95, SECTION 1-B AND LOTS 96-110, SECTION 2-B JAMES CITY COUNTY, VIRGINIA" dated January 7, 2014, last revised June 19, 2014, and prepared by Rouse-Sirine Associates, LTD., land surveyors and mapping consultants, which Plat was recorded in the Clerk's Office of the Circuit Court of James City County, Virginia as Instrument No. 140016692.

BEING part of the same property conveyed to JCC, L.L.C., a Virginia limited liability company, by Deed dated September 22, 2004, from GRAY ASSOCIATES and VMI FOUNDATION, INC., recorded as Instrument Number 040024438, among the land records of James City County, Virginia.

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 10-10-2014
at 10:54 AM/PM. The taxes imposed by Virginia Code
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.
STATE TAX LOCAL TAX ADDITIONAL TAX

\$ _____ \$ _____ \$ _____

TESTE: BETSY B. WOOLRIDGE, CLERK

BY: Betsy B. Woolridge Clerk

150006428

This instrument prepared by Thomas E. Carr & Associates, P.C., 10304 Pebblebrook Place, Henrico, Virginia 23238 (505-474-5210).

**EXEMPT FROM RECORDATION TAX UNDER VIRGINIA CODE
SECTION 58.1-811(A)(3), AS AMENDED**

Tax Parcel ID: Portions of 3030100002

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement"), made this 29TH day of March 2015, by and between JCC, L.L.C., a Virginia limited liability company, its successors and assigns ("Grantor") and the COUNTY OF JAMES CITY, VIRGINIA ("Grantee").

WHEREAS, the Grantor is the owner of certain property known as a portion of the Liberty Ridge subdivision, consisting of a tract of land containing 80.3 acres, more or less, more particularly described in the Plat referred to herein ("Property");

WHEREAS, the Grantee has adopted the Chesapeake Bay Preservation Ordinance, Chapter 23 of the James City County Code, as required by Article 2.5 of Chapter 3.1 of Title 62.1 of the Code of Virginia to protect the Chesapeake Bay and its tributaries from nonpoint source pollution within the Chesapeake Bay drainage area; and

WHEREAS, the Grantor wishes to preserve land as natural open space as part of the Grantor's efforts to improve the quality of stormwater runoff from the Property.

NOW, THEREFORE, in recognition of the foregoing and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee an easement in gross, with the right in perpetuity to restrict the use as described below, of the portion herein described of that certain tract, lot, piece, or parcel of land ("Easement Property"), to wit:

ALL those certain lots, pieces or parcels of land lying and situate in James City County, Virginia totaling 1.682 acres, more or less, and shown as Natural Open Space Easement on that certain plat entitled "SUBDIVISION PLAT OF

LIBERTY RIDGE BEING LOTS 79-86, 111 & 112 & OPEN SPACE #5, SECTION 1-B, JAMES CITY COUNTY, VIRGINIA" dated February 13, 2015; revised March 23, 2015, and prepared by Rouse-Sirine Associates, LTD., land surveyors and mapping consultants, which Plat was recorded in the Clerk's Office of the Circuit Court of James City County, Virginia as Instrument No. 150006426

_____.

The restrictions hereby imposed on the use of the Easement Property, the acts which the Grantor covenants to do or not to do, and the restrictions which the Grantee is hereby entitled to enforce, shall be as follows:

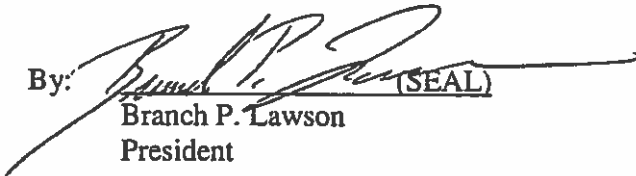
1. No building or structure shall be built or maintained on the Easement Property other than such building or structure approved by the County Watershed Planner, in writing;
2. The Easement Property shall be kept free and clear of any junk, trash, rubbish, or other unsightly or offensive material;
3. No new signs, billboards, outdoor advertising, road, or utility lines shall be placed on the Easement Property without the expressed written consent of the County Watershed Planner;
4. The Easement Property shall remain in its natural condition with respect to natural leaf litter or other ground-covering vegetation, understory vegetation or shrub layer, and tree canopy. The activities of the Grantor within the Easement Property shall be limited to those that do not remove or damage any vegetation or disturb any soil. With the expressed written consent of the County Watershed Planner such activities may include selective trimming and pruning that will not alter the natural character of the Easement Property. The Grantor may install walk trails or remove dead, diseased, poisonous, or invasive vegetation with the expressed written consent of the County Watershed Planner;
5. The Grantee and its representatives may enter upon the Easement Property to inspect the Easement Property, to enforce the terms of this Easement, and to put signs or markers identifying the Grantee's interest in the Easement Property as natural open space;

6. In the event of a violation of this Easement, the Grantee shall have the right to seek all appropriate legal and equitable relief, including but not limited to: reasonable attorney's fees and costs; the right to restore the Easement Property to its natural condition; and the right to assess the cost of such restoration as a lien against the Easement Property.

Although this easement in gross will benefit the public in the ways cited above, nothing herein shall be construed to convey a right to the public of access to or use of the Easement Property, and the Grantor shall retain exclusive right to such access and use, subject only to the provisions herein recited.

Witness the following signatures and seals on the date first above written.


JCC, L.L.C., a Virginia limited liability company, by JCC Management Corporation, a Virginia corporation, its Manager

By:  (SEAL)
Branch P. Lawson
President

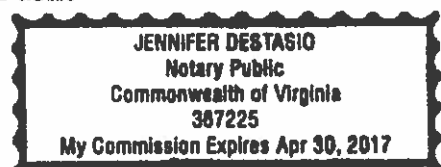
Commonwealth of Virginia
City of Suffolk

I, a Notary Public for the Commonwealth of Virginia, do hereby certify that Branch P. Lawson, President of JCC Management Corporation, a Virginia corporation, Manager of JCC, L.L.C., a Virginia limited liability company, whose name is signed to the foregoing Deed, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this 24 day of March, 2015.


Notary Public

My Commission expires: 4 / 30 / 2017.



The form of this Deed of Easement is approved and, pursuant to Resolution of the Board of Supervisors of James City County, Virginia, duly executed on the 30th day of September, 2008, this conveyance is hereby accepted on behalf of said County.

04.10.15
DATE

[Signature]
COUNTY ATTORNEY

Commonwealth of Virginia
City/County of JAMES CITY, to wit:

I, RACHELE E. GUSTAVE, a Notary Public for the Commonwealth of Virginia, do hereby certify that ALLISON KOTULA, Attorney for James City County, Virginia, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this 10th day of APRIL, 2015.

[Signature]
Notary Public



Return to:
Michael Woolson
James City County Engineering and Resource Protection
101-E Mounts Bay Road
Williamsburg, Virginia 23188

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 4-10-2015
at 3:22 AM/PM. The taxes imposed by Virginia Code
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.
STATE TAX _____ LOCAL TAX _____ ADDITIONAL TAX _____
\$ _____ \$ _____ \$ _____
TESTE: BETSY B. WOOLRIDGE, CLERK
BY: Betsy B. Woolridge Clerk

EXHIBIT "A"

PROPERTY

All those certain lots, pieces or parcels of land, with all improvements thereon and all appurtenances thereto belonging, located and being in the County of James City, Commonwealth of Virginia, and more particularly described on that certain "SUBDIVISION PLAT OF LIBERTY RIDGE BEING LOTS 79-86, 111 & 112 & OPEN SPACE #5, SECTION 1-B JAMES CITY COUNTY, VIRGINIA" dated February 13, 2015, and prepared by Rouse-Sirine Associates, LTD., land surveyors and mapping consultants, which Plat was recorded in the Clerk's Office of the Circuit Court of James City County, Virginia as Instrument No. 150006426.

BEING part of the same property conveyed to JCC, L.L.C., a Virginia limited liability company, by Deed dated September 22, 2004, from GRAY ASSOCIATES and VMI FOUNDATION, INC., recorded as Instrument Number 040024438, among the land records of James City County, Virginia.

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 4-10-2015
at 3:18 AM/PM The taxes imposed by Virginia Code
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.
STATE TAX LOCAL TAX ADDITIONAL TAX

\$ _____ \$ _____ \$ _____
TESTE: BETSY B. WOOLRIDGE, CLERK
BY: Betsy B. Woolridge Clerk

150006427

This instrument prepared by Thomas E. Carr & Associates, P.C., 10304 Pebblebrook Place, Henrico, Virginia 23238.

Tax Parcel Number: Portions of 3030100002

SUPPLEMENTAL DECLARATION

LIBERTY RIDGE

LOTS 79-86, 111 & 112 AND OPEN SPACE #5, SECTION 1-B

This SUPPLEMENTAL DECLARATION, made this 24th day of March 2015, by JCC, L.L.C., a Virginia limited liability company ("Declarant" and a "Grantor" and "Grantee" for indexing purposes) provides:

P R E A M B L E:

By Declaration of Covenants, Conditions and Restrictions Liberty Ridge dated February 19, 2009 and recorded in the Clerk's Office of the Circuit Court of James City County, Virginia as Instrument No. 090006729, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions dated April 14, 2010, recorded in such Clerk's Office as Instrument No. 10017817 ("Declaration"), Declarant imposed certain covenants, conditions and restrictions on property more particularly described therein and known as Section 1 of Liberty Ridge, a community being developed by Declarant in such County.

Pursuant to Article II, Section 2 of the Declaration, Declarant now wishes to extend the provisions of the Declaration to portions of property known as Section 1-B of Liberty Ridge and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof ("Property").

W I T N E S S E T H:

NOW, THEREFORE, Declarant declares that the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges reserved and set forth in the Declaration.

WITNESS the following signature pursuant to due authority.

[Signature page follows.]

[Signature page to Supplemental Declaration for
Liberty Ridge Lots 79-86, 111 & 112 and Open Space #5, Section 1-B.]

JCC, L.L.C., a Virginia limited liability company, by
JCC MANAGEMENT CORPORATION, a Virginia
corporation, its Manager

By: 
Branch P. Lawson
President

COMMONWEALTH OF VIRGINIA

CITY OF SUFFOLK, to wit:

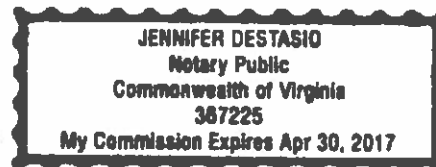
The foregoing instrument was acknowledged before me the 24 day of March 2015 in
my jurisdiction aforesaid by Branch P. Lawson, President of JCC Management Corporation, a
Virginia corporation, Manager of JCC, L.L.C., a Virginia limited liability company, on behalf of
such company. Mr. Lawson is personally known to me.

My commission expires: 4 130 12017.

Registration number: 367225


Notary Public

[SEAL]



[NOTE THAT THIS INSTRUMENT WAS RECORDED IN APRIL, 2015 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF JAMES CITY COUNTY, VIRGINIA.]

This instrument was prepared by Thomas E. Carr & Associates, P.C., 10304 Pebblebrook Place, Henrico, Virginia 23238. This instrument was prepared by an attorney licensed to practice in the Commonwealth of Virginia (#21678). This instrument is exempt from the recordation taxes imposed by Sections 58.1-801 and 58.1-802 of the Code of Virginia (1950) as amended pursuant to the provisions of Section 58.1-811.D. of such Code.

Tax Parcel: 3040700001A

**DEED OF GIFT OF COMMON OPEN SPACE
AND ASSIGNMENT OF EASEMENT RIGHTS**

LIBERTY RIDGE

This DEED OF GIFT OF COMMON OPEN SPACE AND ASSIGNMENT OF EASEMENT RIGHTS made as of February ___, 2015 by and between **JCC, L.L.C.**, a Virginia limited liability company ("Grantor") and **LIBERTY RIDGE HOMEOWNERS' ASSOCIATION, INC.**, a Virginia nonstock corporation ("Grantee"),

WITNESSETH:

Grantor hereby conveys unto Grantee with General Warranty and English covenants of title the property described in **EXHIBIT "A"** attached hereto and by this reference made a part hereof ("Property"), intending such conveyance as a gift, and assigns unto Grantee all of its right, title and interest in and to the easements described in **EXHIBIT "B"** attached hereto and by this reference made a part hereof ("Easements").

The conveyance of the Property and rights in the Easements is being made subject to easements, conditions and restrictions of record insofar as they may lawfully affect the Property

WITNESS the following signature and seal.

[Signature page follows.]

[Signature page to Deed of Gift of Common Open Space
dated as of February ___, 2015.]

GRANTOR

JCC, L.L.C., a Virginia limited liability company, by its
Manager, JCC Management Corporation, a Virginia
corporation

By: [BRANCH P. LAWSON]
Branch P. Lawson
President

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF _____, to wit:

The foregoing instrument was acknowledged before me this ____ day of February 2015
in my jurisdiction aforesaid by Branch P. Lawson, President of JCC Management Corporation, a
Virginia corporation, Manager of JCC, L.L.C., a Virginia limited liability company on behalf of
such company. Mr. Lawson is personally known to me.

My commission expires: / / .

Notary Public

[SEAL]

GRANTEE'S ADDRESS:

6101 Walkers Ferry Lane
Suffolk, Virginia 23435

EXHIBIT "A"

PROPERTY

ALL those certain lots, pieces or parcels of land, with all improvements thereon and appurtenances thereunto belonging, lying and being in James City County, Virginia, and identified as Common Open Spaces #1 and 1#A, as more particularly shown and described on Sheet 4 of 16 of that certain plat entitled "SUBDIVISION PLAT OF LIBERTY RIDGE SECTION 1 JAMES CITY COUNTY, VIRGINIA" dated January 28, 2008, revised September 26, 2008, prepared by Rouse-Sirine Associates, Ltd., Land Surveyors & Mapping Consultants, and recorded in the Clerk's Office of the Circuit Court of James City County, Virginia as Instrument No. 090004673 (the "Section 1 Plat").

ALL that certain lot, piece or parcel of land, with all improvements thereon and appurtenances thereunto belonging, lying and being in James City County, Virginia, and identified as "OPEN SPACE #6" as more particularly shown and described on Sheet 12 of 12 that certain plat entitled "SUBDIVISION PLAT OF LIBERTY RIDGE BEING LOTS 87-89 & 91-95, SECTION 1-B AND LOTS 96-110, SECTION 2-B JAMES CITY COUNTY, VIRGINIA," prepared by Rouse-Sirine Associates, Ltd., Land Surveyors & Mapping Consultants, dated January 7, 2014, revised July 21, 2014, and recorded in the aforesaid Clerk's Office as Instrument No. 140016692 (the "Sections 1/2-B Plat").

BEING portions of the same real estate conveyed to JCC, L.L.C. by deed from Gray Associates, a Virginia general partnership, and VMI Foundation, Inc., dated September 22, 2004, recorded September 29, 2004, in the aforesaid Clerk's Office as Instrument Number 040024438.

EXHIBIT B

EASEMENTS

That certain "VARIABLE WIDTH MAINTENANCE, DRAINAGE AND ACCESS EASEMENT" burdening Lot 46, Section 1, as more particularly shown and described on Sheet 6 of 16 of the Section 1 Plat.

That certain "VARIABLE WIDTH MAINTENANCE, DRAINAGE AND ACCESS EASEMENT" burdening Lot 47, Section 1, as more particularly shown and described on Sheet 7 of 16 of the Section 1 Plat.

That certain "VARIABLE WIDTH MAINTENANCE, DRAINAGE AND ACCESS EASEMENT" burdening Lot 48, Section 1, as more particularly shown and described on Sheet 7 of 16 of the Section 1 Plat.

That certain "VARIABLE WIDTH MAINTENANCE, DRAINAGE AND ACCESS EASEMENT" burdening Lot 49, Section 1, as more particularly shown and described on Sheet 8 of 16 of the Section 1 Plat.

That certain "VARIABLE WIDTH MAINTENANCE, DRAINAGE AND ACCESS EASEMENT" burdening Lot 50, Section 1, as more particularly shown and described on Sheet 8 of 16 of the Section 1 Plat.

That certain "VARIABLE WIDTH MAINTENANCE, DRAINAGE AND ACCESS EASEMENT" burdening Lot 72, Section 1, as more particularly shown and described on Sheet 9 of 16 of the Section 1 Plat.

That certain "VARIABLE WIDTH MAINTENANCE, DRAINAGE AND ACCESS EASEMENT" burdening Lot 74, Section 1, as more particularly shown and described on Sheet 10 of 16 of the Section 1 Plat.

That certain "VARIABLE WIDTH MAINTENANCE, DRAINAGE AND ACCESS EASEMENT" burdening Lot 75, Section 1, as more particularly shown and described on Sheet 11 of 16 of the Section 1 Plat.

That certain "VARIABLE WIDTH MAINTENANCE, DRAINAGE AND ACCESS EASEMENT" burdening Lot 76, Section 1, as more particularly shown and described on Sheet 11 of 16 of the Section 1 Plat.

That certain "VARIABLE WIDTH MAINTENANCE, DRAINAGE AND ACCESS EASEMENT" burdening Lot 57, Section 1, as more particularly shown and described on Sheet 13 of 16 of the Section 1 Plat.

That certain "VARIABLE WIDTH MAINTENANCE, DRAINAGE AND ACCESS EASEMENT" burdening Lots 58 and 59, Section 1, as more particularly shown and described on Sheet 14 of 16 of the Section 1 Plat.

That certain "VARIABLE WIDTH MAINTENANCE, DRAINAGE AND ACCESS EASEMENT" burdening a portion of Grantor's retained land opposite Lot 61, Section 1, as more particularly shown and described on Sheet 15 of 16 of the Section 1 Plat.

That certain "VARIABLE WIDTH MAINTENANCE, UTILITY AND POND ACCESS EASEMENT" burdening Lots 104 and 105, as more particularly shown and described on the "Sections 1/2-B Plat.

That certain "VARIABLE WIDTH MAINTENANCE, UTILITY AND POND ACCESS EASEMENT" burdening Lot 106, as more particularly shown and described on Sheet 8 of 12 of the Sections 1/2-B Plat.

That certain "VARIABLE WIDTH MAINTENANCE, UTILITY AND POND ACCESS EASEMENT" burdening Lot 107, as more particularly shown and described on Sheet 9 of 12 of the Sections 1/2-B Plat.

That certain "VARIABLE WIDTH SIGN EASEMENT" burdening Lot 90, as more particularly shown and described on Sheet 2 of 2 of that certain plat entitled "SUBDIVISION PLAT OF LOT 90 LIBERTY RIDGE SECTION 1-B JAMES CITY COUNTY, VIRGINIA" prepared by Rouse-Sirine Associates, Ltd., Land Surveyors & Mapping Consultants, dated July 9, 2013, revised September 23, 2013, and recorded in the Clerk's Office of the Circuit Court of James City County, Virginia as Instrument No. 140001516.

Architectural Guidelines

Liberty Ridge

Liberty Ridge

Design Review Guidelines

INTRODUCTION

Liberty Ridge is a community of large, forested homesites, and grand custom homes located near Historic Williamsburg, Virginia. Through the extensive efforts of Liberty Ridge's community planners, environmental protocols and land stewardship have directed an effort to honor the very foundation of Liberty Ridge – the land itself. Meticulous attention paid to the land planning process has helped create a unique community setting in the heart of Mother Nature. The homes themselves will represent the timeless elegance that comes from the careful use of classical design elements. The architectural review process will balance the design, materials, landscaping and overall impact to the surrounding community. The review process will encourage a consistency in character and quality of all homes, while promoting variety and individuality in specific home designs.

To accomplish these goals, protective Covenants and these Guidelines have been established. It is the intent of these Guidelines to assure each Owner that Liberty Ridge will be developed and constructed in a way that promotes pleasing architectural design, the use of long lasting, quality materials and homesite construction standards that are harmonious with the surrounding land and other homes in Liberty Ridge. The Covenants grant the Design Review Board (DRB) discretionary powers and enforcement authority regarding the aesthetic impact of design, materials, landscaping, and overall impact on surrounding property. The responsibility of the DRB is to interpret the goals of the community and these Guidelines as they relate to each design submittal. The DRB reserves the right to modify, add to, or delete from these guidelines.

Given the size, topography and extensive tree coverage of homesites in Liberty Ridge, it is difficult to come up with rules that will apply to all homesites and homes to be built in Liberty Ridge. These guidelines intend to balance individual preferences in the custom homebuilding process while maintaining an attractive streetscape. These guidelines do not include all building, use and other deed restrictions associated with Liberty Ridge, and, accordingly, each builder and homeowner should familiarize themselves with the provisions of the Covenants, By-Laws and applicable County ordinances and state agency rules and regulations.

DESIGN HIGHLIGHTS

- Minimum square footage for a 2 story home with an attached 2-car garage is 2,800 square feet. The minimum square footage for a 1 or 1 ½ story home is 2,400 square feet on the first floor. (Amended 10/22/13) (Futher amended 08/13/15) (Further amended 3/1/16)
- Allowed exterior materials include brick, stone, hardiplank, wood, vinyl (Vinyl accents may be used only where appropriate)
- Home styles in Liberty Ridge will be representative of many historical periods and will include: Georgian Revival, Classic Colonial, French Country, English Cottage, American Craftsman, Southern Traditional, Early American, Early Classical Revival, Greek Revival and other European influences
- Detached garages may be approved on case by case basis
- In general, homes will be centrally located on lots where topography, soil conditions and landmark trees allow
- A maximum amount of the natural landscape and tree canopy will be preserved

THE REVIEW PROCESS

CONCEPT REVIEW

Individual builders and homeowners are encouraged to submit preliminary or conceptual drawings and specifications, along with any other pertinent information to the DRB for a concept plan review. The concept plan review will allow the DRB to review each preliminary home design and site plan and provide any necessary comments prior to each builder or homeowner proceeding with final plans. A concept approval is not mandatory, but is provided for the convenience of the builder or homeowner in order that they may receive preliminary comments from the DRB, make the necessary changes, submit a final plan, and ultimately receive a timely approval of their final construction plans. A concept plan review and approval, or disapproval with recommendations, shall not constitute a final approval or disapproval. No construction may commence until a final approval is given. Concept submittals should include:

- Concept exterior elevations
- Concept floor plan
- Concept exterior selections
- Preliminary site plan

FINAL PLAN APPROVAL

It is the builder/homeowners' responsibility to obtain all final approvals on any proposed improvements to be made to a homesite. This includes new construction or any improvements to a homesite after initial construction (i.e. addition). No clearing activity, no construction or improvements to existing structures, no landscaping, and no other alterations shall be made on any property until final approval is given by the DRB.

Submittals for final approval shall include the following:

- Site Plan at a scale of 1:30 showing house footprint, a clearing and grading scheme with land topography contours, flow of site drainage, locations and sizes of trees within 30' of house of 6" caliper or greater and any other specimen tree on the homesite to be removed, dimension and location of all access drives, parking, walkways, utilities and other proposed improvements to the site
- Septic system approval from government agencies
- Scaled floor plans showing square footage
- Foundation plan
- Plan elevations indicating types of exterior materials and any other improvements including, but not limited to, exterior lighting plan, decorative walls, fencing, patios, screenings, decks, pools, porches and signage.
- Exterior finishes and color selections
- Driveway, sidewalks and walkway finishes
- Landscape plan
- \$3,000 Environmental Protection deposit

The DRB may request that a rough stakeout of the new construction or proposed improvements be made prior to issuing a final plan approval. All applications for submittal and a checklist are provided for your convenience in the Appendix section of these guidelines.

APPEAL

If an application for Concept Approval or Final Plan Approval has been denied; or if the approval is subject to certain conditions, and the builder or homeowner dispute the DRB's findings, the Builder or Homeowner may notify the DRB in writing the desire to have the extenuating circumstances of the submittal re-reviewed. If the DRB agrees to the second review, the application will be sent to an independent, third party architect for review. The fees associated with the third party review will be paid by the applicant.

CONSTRUCTION SITE MANAGEMENT

Lot owners are responsible for the acts and any violations of the rules and regulations of the Liberty Ridge Homeowners' Association, Inc. of their sub-contractors, suppliers, employees, and any other persons involved in construction of the improvement or alteration of existing structures. Owners must ensure the following:

- Homesites are kept clean of all debris and waste.
- Stockpiles of materials are kept stacked and orderly.
- Streets in Liberty Ridge are kept free of sediment and other building materials.
- Unless otherwise approved by the DRB, construction hours are limited to the hours between 7:00 a.m. and 7:00 p.m. No construction activity shall occur on National Holidays without pre-approval from the DRB.

The DRB reserves the right to remedy any deviations from the construction site management guidelines or the Covenants. This includes the right to close any construction site until the unsatisfactory condition(s) is/are corrected.

ENVIRONMENTAL STEWARDSHIP

Every effort will be made through the site plan review and home construction process to protect the environment in Liberty Ridge. In addition to the attention that will be paid to the home construction impact on the environment, the DRB and the Homeowners' Association will also be enforcing the water conservation standards found in the Water Conservation Agreement made between Liberty Ridge and the James City Service Authority. These standards, found in Appendix B, will ensure that Liberty Ridge will only use the necessary water resources while providing a sustainable community into the future.

In addition to the standards noted above, owners will be required by the County, and other government agencies, to meet certain environmental planning criteria such as limitations dealing with the Resource Protection Area, wetlands and other criteria related to the Chesapeake Bay Act. The DRB does not interpret or enforce these criteria.

TREE PRESERVATION

Liberty Ridge boasts an extensive coverage of mature hardwood trees. It is the intent of the DRB to preserve as much of the tree canopy as possible on each homesite. Owners are required to install protective tree fences around trees in construction areas and, after construction is complete, a mulch bed shall be installed and maintained to the drip line of the tree.

GENERAL COMMUNITY STANDARDS

BUILDING SETBACKS

In general, the DRB encourages each home to be centrally located on each homesite as influenced by topography, landmark trees and other factors. The minimum building setback lines are shown on the recorded subdivision plats for Liberty Ridge. Each homesite must have a minimum of 200' width at the front setback.

SIGNS

Signs or banners shall not be placed on any homesite or at any lead-in to a neighborhood without approval from the DRB. No signs other than one temporary real estate sign (18" X 24" main panel and 6" X 18" rider panel), and/or one Liberty Ridge approved builder sign are permitted in any yard. Large post signs will be approved by the DRB on a case by case basis. Real estate signs shall be placed in the front center of the yard only. A maximum of one lead-in sign for a real estate company may be placed at a neighborhood entrance where the company has a listing, and only from 6:00 p.m. Friday to 7:00 a.m. Monday. Real estate signs shall not be placed at the community front entrance. Signs not conforming to the DRB guidelines will be removed.

SATELLITE DISHES

Antennas are permitted by the Federal Telecommunications Act of 1996 (FTA). The act allows antennas that are one meter or less in diameter measured at the widest part of the dish. The owner must submit an application to have a satellite dishes placed on their homesite. Although the FTA states the Association cannot select the location, it would like to be given the opportunity to provide input in locating the satellite dish to be the least visible location on the homesite. The following priorities should be used when determining the location:

- Mounted directly on the rear of the house on a roof plane facing the rear, or on the backside of a chimney
- Mounted on the ground in the rear yard
- Mounted on a pole, an existing other structure, or a tree in the rear yard
- If no clear signal can be obtained in any of the above locations, mounted on the ground, or, if necessary, on a pole, in the front yard or on the front plane of the house

The visibility of the antenna should be minimized using landscape materials to screen the dish from the street and neighboring homesites. By utilizing dark or muted colors the dish will blend with more fully with the natural surroundings. Residents are encouraged to use care in the selection and placement of antennas to preserve the environmental character of Liberty Ridge.

EXTERIOR LIGHTING AND FIXTURES

All exterior lighting shall be compatible with the character and style of the house. Lighting should be limited to the minimum necessary for safety, identification and decoration. Eave mounted floodlights are limited to the rear of the house and should be directed completely within the owners' homesite area. Exterior lighting of structures for security and/or decoration shall be limited to concealed up-lighting or down-lighting. Façade floodlighting is encouraged by the DRB. Lighting plans should be submitted as part of the overall landscape plan. Post lamps are encouraged but are not required.

FENCES AND WALLS

Given the size of the homesites in Liberty Ridge, it is difficult to come up with rules to apply to all homesite situations. The intent of the fence and wall guideline is to provide the owner the ability to be creative while providing a pleasing streetscape. Fence and wall styles must complement the house in material, design and finish. Fence materials may include brick, iron, aluminum, stone, vinyl and wood. All fencing style, materials and locations must be approved by the DRB.

PLAY EQUIPMENT AND STRUCTURES

All play structures, basketball goals and other fixed games are subject to the approval of the DRB. Play structure must be located to minimize the visual impact on neighboring homesites and the streetscape. As a general rule, play equipment should be located in the rear yard and directly behind the house. Brightly colored play equipment or structures will not be approved.

SWIMMING POOLS

In-ground swimming pools should be located behind the house to prevent visibility from the street. Above ground pools are not permitted as detailed in the Covenants. Landscape buffering may be required to screen pools from view of neighboring homesites or the street. Due to the strict guidelines identified in the Water Conservation Agreement between Liberty Ridge and the James City Service Authority, owners choosing to install pools will not be allowed to utilize the community central water system to irrigate landscape beds and sod areas. In this case, an owner could only irrigate by using their underground stormwater collection, retention and irrigation system.

LANDSCAPING

A landscape and irrigation plan must be submitted and approved by the DRB prior to the installation of landscape materials and sod. Owners are encouraged to refer to the Water Conservation Agreement and the specific requirements of the agreement that relate to house landscaping and irrigation at Liberty Ridge. This agreement is located in Appendix B of this document. James City County has established itself as a leader in community water conservation and Liberty Ridge is working closely with the County and the James City Service Authority to maintain the long range goals of water conservation in the County.

As part of the community's commitment to the environment, the DRB encourages the installation of stormwater collection and retention systems and the utilizing these systems to help irrigate turf and bed areas. This system may consist of rain barrels, underground storage or above ground storage provided they do not detract from the neighborhood aesthetics. This system should be tied into the overall homesite irrigation system and, through the use of pumps, utilize this natural resource prior to using the water supply coming from the community's central well system.

Decorative landscape accessories such as gazebos, arbors, trellises, benches, fountains, flagpoles, permanent outdoor living areas, birdbaths, lawn sculptures, bird houses, rock gardens, or similar types of accessories, are not permitted on any homesite without approval from the DRB. Low voltage landscape lighting intended to enhance the home or decorative landscape accessories should be submitted along with the landscape plan for review and approval.

DRIVEWAYS

The driveway to the garage, and any other driveway improvements, shall be planned and installed in an attractive and functional manner and shall consider the location of existing trees, topography, streetscape and compatibility with surrounding improvements. Owners may select one of four finish options to use as a driveway apron to tie into the street. The length of the required apron will be determined on a lot by lot basis. These options and design detail are shown in Appendix E. As mentioned previously, due to the nature of the large homesites, tree cover and topography in Liberty Ridge, it is difficult to establish strict rules to apply to all situations. Approved driveway materials include asphalt, stamped asphalt, exposed aggregate, brick pavers, porous pavers, interlocking concrete pavers and patterned concrete. Brushed concrete may be approved on a case by case basis. In addition, the DRB may approve the use of pea gravel, or a similar driveway material, on a case by case basis with special consideration being given to the aesthetic impact on the streetscape.

A driveway culvert schedule is shown on each plat for Liberty Ridge and is included as Appendix C in these guidelines. This schedule dictates the type of construction design required to bring the driveway across the open swale to the roadway. As part of the driveway improvement process, owners will be required to provide a decorative finish to the headwall of each of the culvert openings. Unimproved culvert openings are not permitted. Illustrative examples, design detail and approved materials of a typical headwall can be found in Appendix C. In addition, any driveway enhancements such as columns, wing walls, etc. must be approved by the DRB and must be located outside of the right of way.

EQUIPMENT AND UTILITY SCREENING

All heat pumps, air conditioning and any other mechanical equipment must be screened with an enclosure that is compatible with the materials and colors used on the primary house.

SEPTIC DRAIN FIELD ENGINEERING

Individual drain fields are required and must be approved by the appropriate regulatory agencies. As part of the overall community planning, individual drain fields were identified on each homesite. These primary and reserve drain fields are shown on each plat. A copy of a homesite soils planning map created by Matthews Soils Consultants can be provided to each owner. In addition, the following documents can be provided to help owners through the process of permitting an individual drain field:

- Partially executed Commonwealth of Virginia Application for a Sewage Disposal Permit
- A Soil Evaluation Report prepared by Matthews Soil Consultants
- A drain field sketch
- Informational literature on drain field management
- A Certification Statement that the property complies with the Sewage Handling and Disposal Regulations for the Virginia Department of Health
- Some homesites may require a pre-treatment system - further information can be provided accordingly

MAILBOXES

An example of the approved mailbox currently under design is illustrated in Appendix D.

HOME ARCHITECTURAL STANDARDS

TYPE OF RESIDENCE AND MINIMUM FLOOR SIZE

Liberty Ridge will consist of all single family residences. No more than one (1) single family residence can be constructed on any homesite. The minimum square footage in Liberty Ridge is 2,800 square feet of finished space for a 2 story home if the home has an attached 2-car garage and 2,400 square feet on the first floor for a 1 or 1 ½ story home. Homes built with a basement will receive a fifty percent (50%) credit of the finished basement square footage towards the overall square footage minimums. Terraces, decks, open or screened porches, attics, or attached storage sheds cannot be used in meeting the minimum square footage requirement. All construction must be in compliance with James City County ordinances. (Amended 8/13/15) (Further amended 3/1/16 and 4/11/16)

HOUSE DESIGN CONCEPTS

Homes in Liberty Ridge will reflect a love for enduring style and timeless elegance. Homes will represent many historical periods and will include Georgian Revival, Early Classical Revival, Greek Revival, Classic Colonial, French Country, English Cottage, American Craftsman, Early American, Southern Traditional, Brick Transitional and European influences. Elevations shall include appropriate traditional trim and details. Elements such as cornices, fascias, pediments, columns, window and door moldings, railings, balusters and similar details shall be included in the appropriate sizes and number to complete an authentic architectural look of a particular style. A strong emphasis will be placed on the design character of facades facing community streets and adjoining homesites.

ROOF MATERIALS AND ROOF PITCH

The composition of all pitched roofs should be cedar shakes, cedar shingles, slate, copper, asphalt architectural shingle, metal or any other composition approved by the DRB. The DRB recommends the use of darker shingles ranging from medium browns and grays to black.

All pitched roofs must have at least an 8:12 slope. The roof pitch on the main roof of a one-story house must be appropriate to the style of the home. Any roof pitches less than 9:12 on one-story homes must be pre-approved by the DRB. The DRB reserves the right to allow variances to the minimum slopes based on the architectural merit of the design submission.

Roof flashing shall be copper or pre-finished to match the adjacent material colors. Roof penetrations shall be a low profile design and shall be pre-finished or painted to match the roof color. No roof penetrations may be located on the front plane of the house nor can any roof penetration be visible above the ridge of the roof.

Dormer windows and eyebrow windows are permitted and must be consistent with the style of the home. For example, Colonial style homes must have appropriate trim detail on the dormer appropriate to that style.

Skylights and solar collectors will be considered where they are integrated into the design of the house and placed where they cannot be viewed as part of a primary façade. They shall be pre-finished or painted in a color similar to the roof.

GARAGES

Attached garages shall be integrated into the overall design and massing of the house. Detached garages connected to the house by a breezeway are allowed but the square footage of the detached garage cannot be counted towards the house square foot minimum. Whenever possible, garage doors shall not be located on the street front of the house. The DRB recommends that the garage be located at the rear of the house or to the side, behind the main body of the home. Fully detached garages are allowed and will be reviewed and approved on a case by case basis.

ARCHITECTURAL STANDARDS FOR CONSTRUCTION

FOUNDATIONS

Homes in Liberty Ridge may be constructed on crawl space or on raised solid foundation. All portions of the exterior foundations shall be constructed of brick or stone. Synthetic or natural stucco foundations may be permitted for facades entirely constructed of the same stucco material.

BASEMENTS

Basements will be approved on a case by case basis. As stated previously, all portions of the exterior foundation shall be constructed of brick or stone.

FIREPLACES, CHIMNEYS AND FLUES

When chimneys are used, masonry, stone or stucco chimneys are required. The depth and width of the chimney shall be appropriately sized in proportion to the size and height of the house. Unenclosed metal flues shall not extend more than 36" above their roof penetration and shall not be visible from the front of the house. Direct vent fireplaces must be pre-approved by the DRB.

EXTERIOR MATERIALS

Facades shall be finished with one or more of the following materials:

- Brick
- Stone
- Natural or synthetic stucco
- Shake siding
- Horizontal lap siding (natural wood, hardboard, concrete, pre-finished seamless steel)
- Board and batten, hardiplank or other approved cementitious siding
- Vinyl (May be used on a case by case basis when used as an accent in a small area, is blended with other hard surface features, and is integral to the design features of the home. For example, cedar shake vinyl accent may be approved on certain style homes.)

Any other materials will be considered on a case by case basis. Exterior materials shall not be "plugged on" and a "billboard" approach to accenting a gable must be avoided. Exterior materials should have a purpose. When stone or brick is used, the section, or sections, where applied should be continuous around corners and not applied to the façade only and must return to an inside corner.

EXTERIOR TRIM AND DECORATIONS

Exterior window and door trim and similar decorations shall all be of the same color and material, unless otherwise approved, and be consistent with the overall design theme of the house. Eaves, band boards, cornices, rakes, columns, pilasters, corner boards, vents, and window and door trim shall be consistent with the size of the house and sized proportionately.

All primary facades shall have a minimum four (4) member cornice and eave consisting of frieze board, crown mold, eave and fascia.

All gable ends shall have box rakes that project out a minimum of 12" unless the architectural style of the house, in the opinion of the DRB, calls for a different design.

Gutters and downspouts shall blend in and be directly compatible with the architectural detail of the exterior walls. Copper gutters are recommended where possible. Gutters should tie into the stormwater retention system where possible.

Shutters, when used, shall be sized to match window openings and the style should be compatible with the style, materials and colors of the house.

WINDOWS AND DOORS

All windows and doors shall be of a style and size that are appropriate to the design of the home. Vinyl or pre-finished windows will be allowed, however, they must be designed in profiles and with trims that are similar to traditional wood windows. The DRB may reject windows that do not meet this aesthetic standard. The DRB also reserves the right to require different styles, sizes or locations of windows when, in its opinion, the changes are necessary to maintain the aesthetic quality of the façade.

All door styles must be submitted for final approval. Six panel doors that do not have either a transom or sidelights should have an exterior pediment or detailed architectural trim surrounding the front entry (e.g., Fypon window head). Double front doors, doors with double side lights and custom design doors are encouraged. Metal doors, designed to look like wood doors, must be approved by the DRB.

Storm doors shall be compatible with the style of the house and door they cover. In general, single, full light doors, or traditional multiple light doors, which match the design characteristics of the doors they cover, will be approved.

PORCHES AND DECKS

All front entry stoops and extended front porches shall be a minimum of 6' in depth and be constructed on continuous foundations and finished in materials to match the house. Band boards, handrails and railings shall be painted wood or metal and of a design to match the character and style of the house. Columns supporting roofs should be proportionate to the scale of the house. All secondary porches, open porches, stoops and screened porches shall be constructed of finish materials to match the house.

Grade level patios and terraces are encouraged. Rear decks should be constructed of quality exterior grade wood, similar composite material, or pressure treated wood. All decks must be enclosed with lattice or other approved screening material. Staining or painting of the deck is required. Decks or balconies constructed above the first floor level shall be finished to match the existing house except for deck flooring.

ACCESSORY BUILDINGS

Accessory buildings should match the adjacent house (at a minimum), or may be specially designed in a unique style, that it enhances the overall design of the house. Except for special designs, the minimum requirements for an accessory building include the following:

- The architectural style should match that of the house
- Roof styles and slopes should be similar to the house and be a minimum 8:12 slope
- Windows and doors should match the house
- Architectural elements such as soffits, eaves, trim, rakes, etc. should match the style of the same elements used on the house
- All exterior finish materials and colors should match the house
- It must be set on a solid foundation
- Landscaping may be required
- Accessory buildings should be located in the rear yard and away from neighbors

RESOURCE PROTECTION AREA SIGNAGE

Certain homesites in Liberty Ridge have a Resource Protection Area as noted on the plat. The owners of these lots will be required to install and maintain signage as required by James City County. The details of the sign style and location are shown on the subdivision plans for Liberty Ridge. The signage will be made available to owners and must be installed by the owner in the location(s) shown on the plans prior to issuance of a Certificate of Occupancy by the County.

APPENDIX A

DEFINITIONS USED IN THESE GUIDELINES

Baluster – An upright support for a rail.

By- Laws – Rules of operation for the Liberty Ridge Homeowners Association, Inc.

Corner Boards – Vertical boards installed on the corners of sided homes to cover the end of the siding.

Cornice – The exterior trim of a structure at the eave usually consisting of bed molding, soffit, fascia and crown molding.

County – James City County, Virginia.

Covenants – Declaration of Covenants, Conditions and Restrictions made by JCC, L.L.C., the Liberty Ridge Homeowners Association, Inc., and BB&T – VA Collateral Service Corporation.

Crawl Space – The space created between the ground and the finished floor of the structure from the utilization of pier or continuous block during foundation construction.

Drip line – An imaginary line projected vertically down from the outside edges of the tree branches.

Eave – The lower edge of a sloping roof which projects beyond the wall.

Elevation – The exterior face of a structure including the front, sides and rear.

Façade – The exterior face in a building which is considered the formal front of the structure.

Flashing (Roof) – Metal used in waterproofing roof valleys, hips, and angles created between roofs the other structures.

Floor Plan – A drawing showing the layout of the enclosing walls of the structure, its doors and windows, and the arrangements of the interior spaces as viewed from above.

Footprint – The outline of a structure as viewed from above.

Foundation – The structural base where the entire load from the building is transmitted to the ground.

Gable – The vertical, triangular portion of the end of a structure having a double sloping roof from the level of the eave to the ridge of the roof.

Homesite – The area contained within the property lines of any given lot on a recorded subdivision plat.

Pilaster – A non-structural, rectangular or semi-circular column applied to the wall simulating supports for a decorative pediment or arch.

Appendix A Continued

Pediment – A decorative trim element used primarily over windows and entrances.

Property Line – The legal limits of the property.

Rake Board – A board or molding along the sloping edge of a gable which conceals the rafter.

Scale – A system of proportions used in architectural drawings so that the actual size of an item to be drawn can be reduced to fit on a sheet of paper.

Setback – Lines indicated on a subdivision plat showing the outer limits of the building area.

Site Plan – A plan of a lot indicating property lines, the location and size of structures, and the distance of structures from property lines.

Slope (Roof) – The steepness of a roof measure by the amount of rise in inches per foot of horizontal length.

Soffit – The exposed undersurface of any overhead component of a building.

Synthetic Stucco – A pre – manufactured exterior finish material resembling cement stucco that can be applied over the exterior sheath of a building.

Topography – A description of the vertical variations of land (i.e. flat, sloping, hills, valleys).

Tree fence – protective fencing placed around a tree to the drip line in an attempt to keep construction traffic off the roots of the tree.

Water Conservation Agreement – Agreement entered into by JCC, L.L.C., and the James City Service Authority establishing water conservation guidelines for Liberty Ridge.

Appendix B

Water Conservation Agreement and Standards

Water Efficient Landscaping

- No more than 10,000 square feet on each single family lot, not to exceed a total of 125 lots, and an additional 20,000 square feet within the development on open space parcels shall be permitted turf irrigation. The secondary entry feature and signage on SPC-6 and adjacent to lot 90 at the intersection of Mallory Place with Centerville Road will have water provided via a one inch long side water service connection from the existing waterline in Centerville Road. Since this secondary entry feature and signage are located within the Primary Service Area, this area will be permitted an additional 10,000 square feet for turf irrigation.
- Primary plantings, including those on residential lots, should be drought tolerant, low water use plants. Where appropriate, non-invasive native plants are recommended. A suggested plant list is available from the James City Service Authority (JCSA).
- Wherever possible, existing trees and vegetation shall be retained.
- Trees located in turf areas and all landscape beds shall be mulched with a minimum of two to three inches of one of the following organic mulches: shredded bark, shredded leaves, pine nuggets, and pine straw and shall be maintained and replenished annually.
- Landscape and irrigation plans for each lot and common areas must be approved by the Liberty Ridge Architectural Review Board (ARB) prior to performing any work. ARB approval will be provided to the JCSA.

Irrigation Systems and Indoor Appliances

- Pre-existing vegetation shall not be irrigated.
- No irrigation wells will be permitted with the exception of item 2h, below.
- Irrigation systems shall not be manually operated by the residents and shall be programmed to deliver a maximum of the equivalent of one inch of water per week, less if it rains, for each single family lot and the common areas identified in 1a, above.
- Irrigation for odd numbered and even numbered lots shall occur on alternating days and a maximum of three days per week, and irrigation will be permitted only between May 1st and September 30th. All JCSA conservation requirements shall be followed.
- Residential property irrigation systems for landscape beds and turf areas shall be a Techline drip line irrigation system manufactured by Netafim USA or an approved equal. Irrigation systems using pop-up rotating sprinkler heads are prohibited.
- All irrigation systems for each single family lot and common areas shall utilize an Intelli-Sense Series Controller, or approved equal. The development will separate the odd numbered and even numbered lots into one of four sectors that will limit irrigation to a maximum of four hours for each region, three days per week, so no more than one eighth of the total number of lots in the development will have individual lot irrigation systems operating at any one time. The sectoring shall be based on the JCSA odd/even strategy including no watering on Mondays and no watering from 9:00 a.m. to 5:00 p.m. Moreover, each individual lot irrigation system will be separated into four zones of 2,500 square feet, so that only one zone per lot with no more than 7.26 gallons per minute being irrigation at any one time.
- Builder installed hot water heaters, washing machines and dishwashers should be water efficient models.

Appendix B Continued
Water Conservation and Agreement Standards

- A temporary, four inch diameter, artesian well will be permitted to be installed to provide water for irrigation for the front entry feature and signage, domestic and irrigation water for the temporary and permanent sales centers, and for potable water for construction predicated that the well will be shut off and capped in accordance with JCSA requirements within one year from the day when water is available from the water production facility for Liberty Ridge.

Changes and Amendments

- The Liberty Ridge Architectural Review Board reserves the right to amend or change these Water Conservation Requirements from time to time with or without notice; provided, however, JCSA must approve any changes.
- Written notice of any changes shall be sent to all members of the HOA within ten (10) days of adoption and approval.

Enforcement

- Water Conservation Requirements of the Liberty Ridge Homeowners Association shall be fully enforceable by the Board of Directors as provided for in the Association By-Laws. The HOA shall also provide or assign an agent to perform annual inspections of individual lot and common space irrigation systems to assure compliance.
- From time to time JCSA and James City County may adopt generally applicable water conservation rules. The Liberty Ridge HOA shall incorporate those rules and regulations and they shall be fully enforceable by the Liberty Ridge HOA as well as the JCSA and James City County.

Appendix C

DRIVEWAY CULVERT SCHEDULE†

Lot No.	Contributing		Time of Conc. (mins)*	2-yr R/F Intensity (in/hr)	10-yr R/F Intensity (in/hr)	2-yr Flow Rate	10-yr Flow Rate	2-yr Exit	Req'd Outlet	Req'd Culvert
	Area (Acres)	"C" Value				Q = C/A (cfs)	Q = C/A (cfs)	Velocity (ft/sec)	Protection (CY) ††	Diameter* (in)
1	0.62	0.60	5	5.8	7.5	2.17	2.81	0.00	N/A	0
2	0.16	0.50	5	5.8	7.5	0.47	0.60	0.00	N/A	0
3	0.56	0.50	5	5.8	7.5	1.63	2.12	0.00	N/A	0
4	0.87	0.45	5	5.8	7.5	2.28	2.96	0.00	N/A	0
5	0.36	0.45	5	5.8	7.5	0.94	1.22	0.00	N/A	0
6	0.22	0.55	5	5.8	7.5	0.71	0.91	0.00	N/A	0
7	0.64	0.45	5	5.8	7.5	1.68	2.18	0.00	N/A	0
8	0.68	0.45	5	5.8	7.5	1.78	2.31	0.00	N/A	0
9	0.21	0.60	5	5.8	7.5	0.73	0.95	0.00	N/A	0
10	1.34	0.45	5	5.8	7.5	3.52	4.56	0.00	N/A	0
11	1.32	0.45	5	5.8	7.5	3.46	4.49	0.00	N/A	0
12	1.16	0.40	5	5.8	7.5	2.71	3.51	0.00	N/A	0
13	0.98	0.35	5	5.8	7.5	2.00	2.59	0.00	N/A	0
14	0.49	0.35	5	5.8	7.5	1.00	1.30	0.00	N/A	0
15	0.90	0.60	5	5.8	7.5	3.15	4.08	0.00	N/A	0
16	0.27	0.55	5	5.8	7.5	0.87	1.12	0.00	N/A	0
17	0.17	0.55	5	5.8	7.5	0.55	0.71	0.00	N/A	0
18	0.40	0.55	5	5.8	7.5	1.28	1.66	0.00	N/A	0
19	0.57	0.50	5	5.8	7.5	1.66	2.15	0.00	N/A	0
20	0.86	0.50	5	5.8	7.5	2.51	3.25	0.00	N/A	0
21	0.21	0.50	5	5.8	7.5	0.61	0.79	0.00	N/A	0
22	0.13	0.60	5	5.8	7.5	0.45	0.59	0.00	N/A	0
23	0.27	0.60	5	5.8	7.5	0.94	1.22	0.00	N/A	0
24	0.06	0.60	5	5.8	7.5	0.21	0.27	0.00	N/A	0
25	0.24	0.60	5	5.8	7.5	0.84	1.09	0.00	N/A	0
26	0.39	0.60	5	5.8	7.5	1.36	1.77	0.00	N/A	0
27	0.52	0.65	5	5.8	7.5	1.97	2.55	0.00	N/A	0
28	1.59	0.45	13	4.2	5.5	3.02	3.94	0.00	N/A	0
29	1.54	0.40	5	5.8	7.5	3.59	4.66	0.00	N/A	0
30	1.47	0.40	5	5.8	7.5	3.43	4.44	0.00	N/A	0
31	1.00	0.40	5	5.8	7.5	2.33	3.02	0.00	N/A	0
32	0.34	0.50	5	5.8	7.5	0.99	1.28	0.00	N/A	0
33	0.33	0.50	5	5.8	7.5	0.96	1.25	0.00	N/A	0
34	0.51	0.55	5	5.8	7.5	1.64	2.12	0.00	N/A	0
35	0.88	0.55	5	5.8	7.5	2.82	3.66	0.00	N/A	0

36	1.01	0.60	5	5.8	7.5	3.53	4.58	0.00	N/A	0
37	1.09	0.60	5	5.8	7.5	3.81	4.94	0.00	N/A	0
38	1.76	0.40	5	5.8	7.5	4.11	5.32	0.00	N/A	18
39	1.17	0.40	5	5.8	7.5	2.73	3.54	0.00	N/A	0
40	0.90	0.40	5	5.8	7.5	2.10	2.72	0.00	N/A	0
41	0.29	0.40	5	5.8	7.5	0.68	0.88	0.00	N/A	0
42	0.26	0.60	5	5.8	7.5	0.91	1.18	0.00	N/A	0
43	0.60	0.60	5	5.8	7.5	2.10	2.72	0.00	N/A	0
44	0.96	0.45	8	5.0	6.6	2.20	2.85	0.00	N/A	0
45	0.04	0.55	5	5.8	7.5	0.13	0.17	0.00	N/A	0
46	0.19	0.65	5	5.8	7.5	0.72	0.93	0.00	N/A	0
47	0.40	0.55	5	5.8	7.5	1.28	1.66	0.00	N/A	0
48	0.23	0.55	5	5.8	7.5	0.74	0.96	0.00	N/A	0
49	0.75	0.60	5	5.8	7.5	2.62	3.40	0.00	N/A	0
50	0.65	0.60	5	5.8	7.5	2.27	2.95	0.00	N/A	0
51	0.50	0.55	5	5.8	7.5	1.60	2.08	0.00	N/A	0
52	0.46	0.50	5	5.8	7.5	1.34	1.74	0.00	N/A	0
53	0.59	0.50	5	5.8	7.5	1.72	2.23	0.00	N/A	0
54	1.90	0.50	8	5.0	6.6	4.84	6.27	0.00	N/A	18
55	0.59	0.45	5	5.8	7.5	1.55	2.01	0.00	N/A	0
56	0.26	0.45	5	5.8	7.5	0.68	0.88	0.00	N/A	0
57	0.23	0.60	5	5.8	7.5	0.80	1.04	0.00	N/A	0
58	0.77	0.55	5	5.8	7.5	2.47	3.20	0.00	N/A	0
59	0.31	0.55	5	5.8	7.5	0.99	1.29	0.00	N/A	0
60	0.23	0.65	5	5.8	7.5	0.87	1.13	0.00	N/A	0
61	0.54	0.65	5	5.8	7.5	2.05	2.65	0.00	N/A	0
62	1.63	0.45	5	5.8	7.5	4.28	5.54	0.00	N/A	18
63	9.23	0.30	28	2.8	3.8	7.84	10.52	0.00	N/A	24
64	0.40	0.45	5	5.8	7.5	1.05	1.36	0.00	N/A	0
65	0.28	0.40	5	5.8	7.5	0.65	0.85	0.00	N/A	0
66	0.88	0.35	5	5.8	7.5	1.80	2.33	0.00	N/A	0
67	1.79	0.35	5	5.8	7.5	3.65	4.74	0.00	N/A	0
68	2.14	0.35	5	5.8	7.5	4.37	5.66	0.00	N/A	18
69	2.96	0.35	33	2.5	3.4	2.65	3.59	0.00	N/A	0
70	3.93	0.35	15	3.9	5.1	5.44	7.12	0.00	N/A	24
71	0.43	0.58	5	5.8	7.5	1.45	1.89	0.00	N/A	0
72	0.06	0.65	5	5.8	7.5	0.23	0.29	0.00	N/A	0
73	0.03	0.65	5	5.8	7.5	0.11	0.15	0.00	N/A	0
74	0.05	0.65	5	5.8	7.5	0.19	0.25	0.00	N/A	0
75	0.52	0.45	5	5.8	7.5	1.36	1.77	0.00	N/A	0
76	0.48	0.45	5	5.8	7.5	1.26	1.63	0.00	N/A	0
77	2.45	0.30	5	5.8	7.5	4.29	5.56	0.00	N/A	18
78	1.14	0.35	5	5.8	7.5	2.33	3.02	0.00	N/A	0

79	1.58	0.35	5	5.8	7.5	3.22	4.18	0.00	N/A	0
80	3.10	0.35	15	3.9	5.1	4.29	5.62	0.00	N/A	18
81	3.12	0.40	30	2.7	3.6	3.39	4.57	0.00	N/A	0
82	0.28	0.55	5	5.8	7.5	0.90	1.16	0.00	N/A	0
83	0.38	0.50	5	5.8	7.5	1.11	1.44	0.00	N/A	0
84	4.41	0.50	27	2.9	3.8	6.38	8.54	0.00	N/A	24
85	4.39	0.50	26	2.9	3.9	6.49	8.68	0.00	N/A	24
86	4.29	0.45	26	2.9	3.9	5.71	7.63	0.00	N/A	24
87	3.85	0.40	25	3.0	4.0	4.66	6.22	0.00	N/A	18
88	1.45	0.50	5	5.8	7.5	4.23	5.48	0.00	N/A	18
89	1.08	0.45	5	5.8	7.5	2.83	3.67	0.00	N/A	0
90	0.09	0.70	5	5.8	7.5	0.37	0.48	0.00	N/A	0
91	0.10	0.70	5	5.8	7.5	0.41	0.53	0.00	N/A	0
92	0.25	0.70	5	5.8	7.5	1.02	1.32	0.00	N/A	0
93	0.40	0.70	5	5.8	7.5	1.63	2.12	0.00	N/A	0
94	0.58	0.70	5	5.8	7.5	2.37	3.07	0.00	N/A	0
95	0.86	0.70	5	5.8	7.5	3.51	4.55	0.00	N/A	0
96	1.61	0.65	15	3.9	5.1	4.14	5.42	0.00	N/A	18
97	1.88	0.65	16	3.8	5.0	4.68	6.15	0.00	N/A	18
98	1.92	0.65	15	3.9	5.1	4.93	6.46	0.00	N/A	18
99	0.53	0.50	5	5.8	7.5	1.55	2.00	0.00	N/A	0
100	0.23	0.50	5	5.8	7.5	0.67	0.87	0.00	N/A	0
101	0.33	0.40	5	5.8	7.5	0.77	1.00	0.00	N/A	0
102	0.07	0.50	5	5.8	7.5	0.20	0.26	0.00	N/A	0
103	0.05	0.60	5	5.8	7.5	0.17	0.23	0.00	N/A	0
104	0.22	0.65	5	5.8	7.5	0.83	1.08	0.00	N/A	0
105	0.18	0.58	5	5.8	7.5	0.61	0.79	0.00	N/A	0
106	0.08	0.58	5	5.8	7.5	0.27	0.35	0.00	N/A	0
107	0.18	0.58	5	5.8	7.5	0.61	0.79	0.00	N/A	0
108	0.74	0.50	5	5.8	7.5	2.16	2.80	0.00	N/A	0
109	0.61	0.50	5	5.8	7.5	1.78	2.31	0.00	N/A	0
110	0.48	0.50	5	5.8	7.5	1.40	1.81	0.00	N/A	0
111	0.58	0.70	5	5.8	7.5	2.37	3.07	0.00	N/A	0
112	0.73	0.50	5	5.8	7.5	2.13	2.76	0.00	N/A	0
113	0.46	0.70	5	5.8	7.5	1.88	2.43	0.00	N/A	0
114	0.17	0.58	5	5.8	7.5	0.57	0.75	0.00	N/A	0
115	0.36	0.60	5	5.8	7.5	1.26	1.63	0.00	N/A	0
116	0.16	0.55	5	5.8	7.5	0.51	0.67	0.00	N/A	0
117	0.52	0.58	5	5.8	7.5	1.76	2.28	0.00	N/A	0
118	0.95	0.35	5	5.8	7.5	1.94	2.51	0.00	N/A	0
119	0.70	0.35	5	5.8	7.5	1.43	1.85	0.00	N/A	0
120	0.56	0.35	5	5.8	7.5	1.14	1.48	0.00	N/A	0
121	0.43	0.35	5	5.8	7.5	0.88	1.14	0.00	N/A	0

122	0.24	0.35	5	5.8	7.5	0.49	0.63	0.00	N/A	0
123	0.14	0.35	5	5.8	7.5	0.29	0.37	0.00	N/A	0
124	0.30	0.35	5	5.8	7.5	0.61	0.79	0.00	N/A	0
125	1.74	0.35	5	5.8	7.5	3.55	4.60	0.00	N/A	0
126	0.41	0.53	5	5.8	7.5	1.27	1.64	0.00	N/A	0
127	0.11	0.58	5	5.8	7.5	0.37	0.48	0.00	N/A	0
128	0.17	0.60	5	5.8	7.5	0.59	0.77	0.00	N/A	0
129	0.31	0.68	5	5.8	7.5	1.23	1.59	0.00	N/A	0
130	0.46	0.68	5	5.8	7.5	1.82	2.36	0.00	N/A	0
131	0.56	0.68	5	5.8	7.5	2.22	2.88	0.00	N/A	0
132	1.14	0.60	5	5.8	7.5	3.99	5.17	0.00	N/A	18
133	1.01	0.55	5	5.8	7.5	3.24	4.20	0.00	N/A	0
134	0.62	0.60	5	5.8	7.5	2.17	2.81	0.00	N/A	0
135	0.28	0.36	5	5.8	7.5	0.59	0.76	0.00	N/A	0
136	1.16	0.40	5	5.8	7.5	2.71	3.51	0.00	N/A	0
137	2.25	0.38	5	5.8	7.5	4.99	6.46	0.00	N/A	18
138	0.60	0.38	5	5.8	7.5	1.33	1.72	0.00	N/A	0
139	0.90	0.38	5	5.8	7.5	1.99	2.59	0.00	N/A	0

*Required culvert diameters are based on the maximum values for a 1.5' maximum headwater condition using the nomograph provided in Appendix 8C-1 of the VDOT Drainage Manual.

**Where 24" culverts are required, the contractor shall provide a 2.0' deep ditch section at both the upstream and downstream ends of the lot, and additionally provide a minimum of 1.0% slope to transition back to a 1.5' section.

† Fire hydrant crossings shall correspond to HRPDC detail WD 07 and culverts shall be sized according to the culvert schedule based on the lot which contains the hydrant.

†† VDOT methods were used to determine the required outlet protections.

See the VDOT Road and Bridge Standards, Plate 114.01, revised per HDA05-03.

Appendix C
Continued
Culvert Headwall Treatments

Culvert Headwall Treatment design criteria:

- A grading plan illustrating the location of the culvert, headwall and proposed grading shall be submitted and approved by the DRB.
- Culvert headwalls shall be constructed using materials outlined below

Approved Headwall Material:

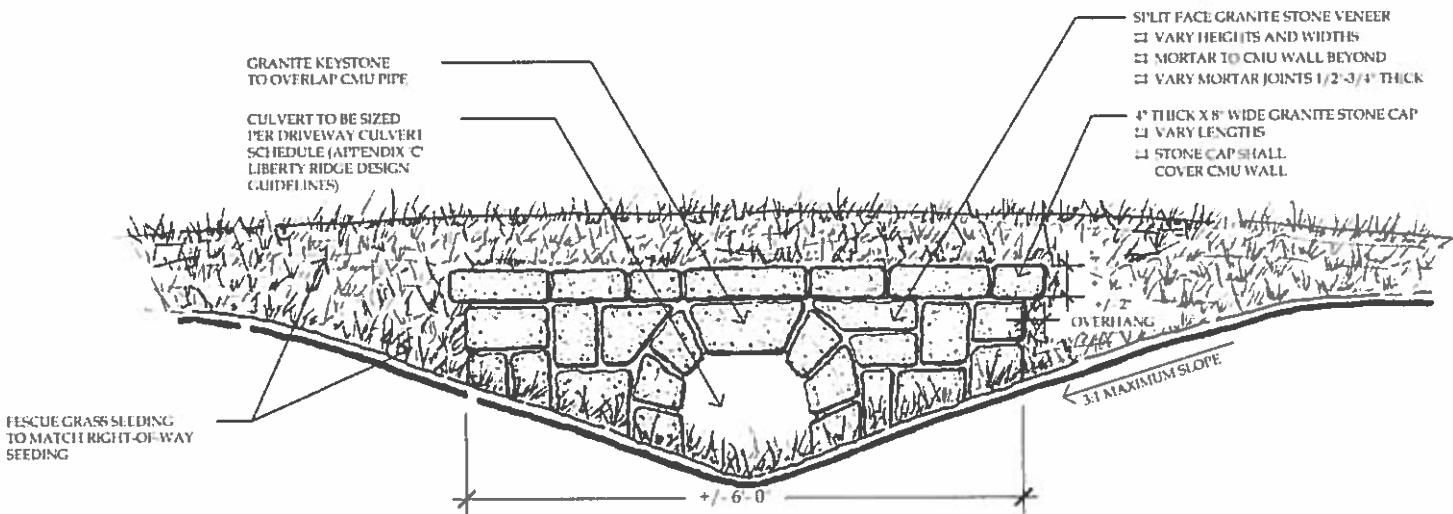
Stone type: 'Biltmore' Granite

Size: Random rectangular and square stone 2"x 2" - 18" maximum

Supplier: Charles Luck Stone Center

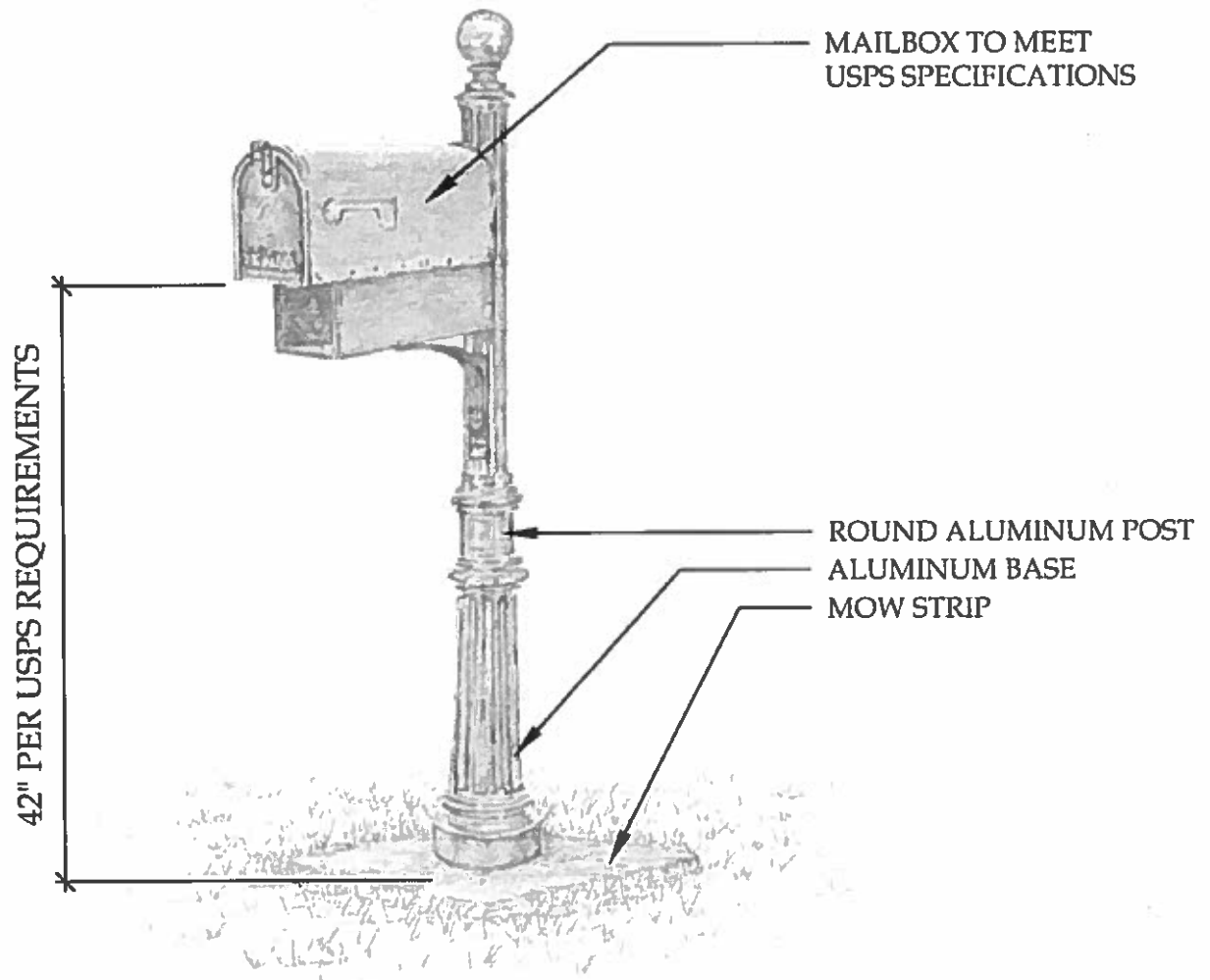
190920 Star Road

Wake Forest, NC 27588



DRIVEWAY CULVERT HEADWALL

Appendix D
Mailbox Example Under Design



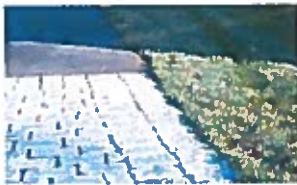
Appendix E Driveway Treatments

Driveway general design criteria:

- Maximum driveway width: 12'
- Minimum horizontal clearance: 16' feet clear, or as required by Fire Department
- Maximum Apron Width (where driveway meets roadway): 16'
- Where possible existing cleared areas and are to be used for driveway alignment
- Straight driveway alignments are to be minimized. Driveways are to be aligned to buffer views from the road through a combination of curve alignments and vegetative screening.

Approved driveway apron material:

- Granite cobble or stone paving
- Tumbled concrete pavers
- Integral colored concrete with Pea Gravel and banded with stone or Traditional Brick
- Tumbled brick with ½" mortar joints



GRANITE COBBLE
PAVING



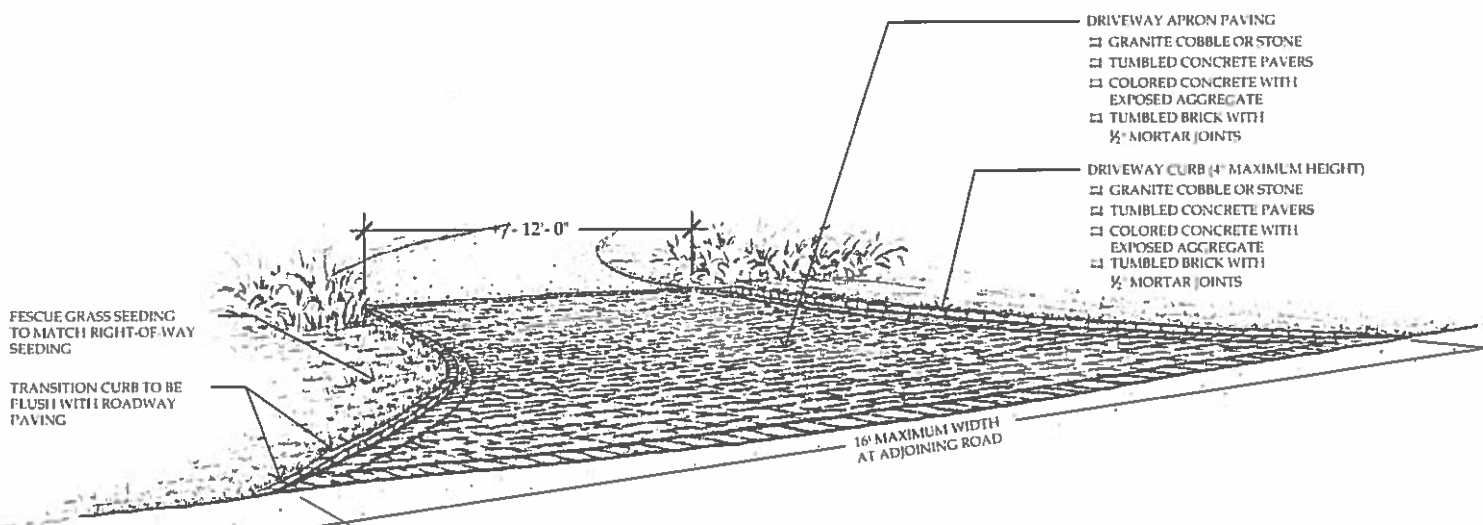
COLORLED CONCRETE
WITH EXPOSED AGGREGATE



TUMBLED CONCRETE
PAVERS



TUMBLED BRICK WITH
½" MORTAR JOINT



DRIVEWAY APRON SKETCH

Appendix E (continued)

Prohibited driveway apron paving materials:

- Untextured, uncolored concrete
- Concrete block
- Wire cut brick with sharp, machined edge

Appendix F

The following pages include:

- **Concept Architectural Review Application**
- **Final Architectural Review Application**
- **Stakeout Review Application**
- **Exterior Alteration Application**
- **Environmental Protection Bond Application**

Liberty Ridge
Concept Architectural Review Application

Date: _____

Lot Number: _____

Street Address: _____

Owner/Builder: _____

Street Address: _____

Phone: _____

Cell: _____

Fax: _____

Architect: _____

Street Address: _____

Phone: _____

Please include the following items with your Concept Architectural Review Application:

1. Concept exterior elevations
2. Concept floor plan
3. Concept exterior materials
4. Other information that may be helpful to the Design Review Board

Submit Information to:

Liberty Ridge Design Review Board
c/o The Riverfront
5131 River Club Drive, Suite 210
Suffolk, VA 23435

Phone: 757-638-9100

Fax: 757-335-7583

Office Use Only

- ☐ Approved
- ☐ Approved with limiting conditions (see attached)
- ☐ Not approved

Signature DRB Board Member

Date

Liberty Ridge
Final Architectural Review Application

Date: _____

Lot Number: _____

Street Address: _____

Owner/Builder: _____

Street Address: _____

Phone: _____

Cell: _____

Fax: _____

Architect: _____

Street Address: _____

Phone: _____

Please include the following items with your Final Architectural Review Application:

1. Final Site Plan showing driveway and all walkways
2. Floor plan
3. Elevations and sections
4. Landscape plan
5. Completed exterior selections form

Submit Information to:

Liberty Ridge Design Review Board
c/o The Riverfront
5131 River Club Drive, Suite 210
Suffolk, VA 23435

Phone: 757-638-9100

Fax: 757-335-7583

Office Use Only

- ☐ Approved
☐ Approved with limiting conditions (see attached)
☐ Not approved

Signature DRB Board Member

Date

Liberty Ridge
Final Architectural Review Application
Exterior Selections Chart

Date: _____

Lot Number: _____

<u>FEATURE</u>	<u>MATERIAL</u>	<u>COLOR/FINISH</u>	<u>MANUFACTURER</u>
Brick	_____	_____	_____
Stone	_____	_____	_____
Mortar	_____	_____	_____
Roof	_____	_____	_____
Chimney	_____	_____	_____
Siding	_____	_____	_____
Trim	_____	_____	_____
Windows	_____	_____	_____
Porch Columns	_____	_____	_____
Porch Railings	_____	_____	_____
Shutters	_____	_____	_____
Doors	_____	_____	_____
Driveway	_____	_____	_____
Walkway	_____	_____	_____

Office Use Only

- ☐ Approved
☐ Approved with limiting conditions (see attached)
☐ Not approved

Signature DRB Board Member

Date

Liberty Ridge
Stakeout Review Application

Date: _____

Lot Number: _____

Street Address: _____

Owner/Builder: _____

Street Address: _____

Phone: _____

Cell: _____

Fax: _____

Architect: _____

Street Address: _____

Phone: _____

Please have the following done prior to submitting the stakeout review application:

1. All corners of lot staked.
2. All corners of house staked.
3. Driveway and parking areas staked.
4. All trees to be removed beyond 30' of house footprint clearing limits marked.

Submit Information to:

Liberty Ridge Design Review Board
c/o The Riverfront
5131 River Club Drive, Suite 210
Suffolk, VA 23435

Phone: 757-638-9100

Fax: 757-335-7583

Office Use Only

- ☐ Approved
☐ Approved with limiting conditions (see attached)
☐ Not approved

Signature DRB Board Member

Date

**Liberty Ridge
Exterior Alteration Application**

Date: _____

Lot Number: _____

Street Address: _____

Owner/Builder: _____

Street Address: _____

Phone: _____

Cell: _____

Fax: _____

Architect: _____

Street Address: _____

Phone: _____

Please include the following items with your exterior alteration application:

1. Description of change with appropriate illustrations.
2. Reason for change.
3. All proposed material selections due to change/alteration.

Submit Information to:

Liberty Ridge Design Review Board
c/o The Riverfront
5131 River Club Drive, Suite 210
Suffolk, VA 23435

Phone: 757-638-9100

Fax: 757-335-7583

Office Use Only

- ☐ Approved
☐ Approved with limiting conditions (see attached)
☐ Not approved

Signature DRB Board Member

Date

Liberty Ridge
Environmental Protection Deposit Application

Date: _____

Lot Number: _____

Street Address: _____

Owner/Builder: _____

Street Address: _____

Phone: _____

Cell: _____

Fax: _____

Architect: _____

Street Address: _____

Phone: _____

Please include a check for \$3,000 made payable to JCC, L.L.C. By signing, owner certifies that they have read the Design Review Guidelines and the Declaration of Conditions, Covenants and Restrictions for Liberty Ridge and agrees to comply with all regulations. The Liberty Ridge Design Review Board may use these funds to correct any environmental issues that may arise during the course of construction should the owner fail to remedy the situation on a timely basis. When construction is complete, the DRB will perform a final inspection of the homesite area and refund any unused portion of the deposit. Should the funds in the deposit be exhausted during construction, the owner shall deposit additional cash required and not to exceed the original deposit amount.

Submit Information to:

Liberty Ridge Design Review Board
c/o The Riverfront
5131 River Club Drive, Suite 210
Suffolk, VA 23435

Phone: 757-638-9100

Fax: 757-335-7583

Signature of Owner

Date

ARTICLES OF INCORPORATION
OF LIBERTY RIDGE
HOMEOWNERS' ASSOCIATION, INC.

**ARTICLES OF INCORPORATION OF
LIBERTY RIDGE HOMEOWNERS' ASSOCIATION, INC.**

The undersigned hereby forms a non-stock corporation under the provisions of Chapter 10 of Title 13.1 of the Code ("Act"), and to that end adopts the following Articles of Incorporation for such corporation.

ARTICLE I: NAME

The name of the corporation is Liberty Ridge Homeowners' Association, Inc.

ARTICLE II: PURPOSES

The sole purposes and powers of the corporation are:

(a) To manage, maintain, and care for the Common Open Space and Common Open Space Improvements in the development known as Liberty Ridge, located in James City County, Virginia, and to assess, collect and disburse Assessments and all other charges due the corporation from its Members, as hereinafter provided.

(b) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, sell, lease, transfer, mortgage, encumber, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation.

(c) To do any and all things and acts that the corporation, from time to time, in its discretion, may deem to be for the benefit of the Common Open Space and Common Open Space Improvements and the Members, or advisable, proper or convenient for the promotion of the peace, health, comfort, safety or general welfare of such Members, and to conduct any and all business that a corporation organized under the Act by law may now or hereafter conduct and have or exercise all powers rights and privileges that are not required to be specifically set forth in these Articles.

Notwithstanding any other provisions of these Articles, the corporation shall not carry on any activities not permitted to be carried on by a homeowners association exempt from federal income tax under Section 501 of the Internal Revenue Code of 1986 or the corresponding provision of any future Internal Revenue law.

ARTICLE III: MEMBERS AND VOTING

Subject to the provisions of the final two (2) sentences of this Article III, until the first to occur of (i) the date upon which the Declarant no longer is an Owner, or (ii) the date upon which the Declarant records an instrument in the Clerk's Office terminating the Type "B" Membership

(such date the "Transition Date"), there shall be the following two (2) classes of membership in the corporation:

TYPE "A": Type "A" Members shall be all Owners or Tenants of Owners to whom such Owners have assigned their rights as Type "A" Members other than Declarant, provided that at such time as the Type "B" Membership no longer exists, Declarant shall be deemed to be a Type "A" Member with respect to Lots owned by it, if any.

TYPE "B": The Type "B" Member shall be the Declarant.

Thereafter, there shall be only one (1) class of membership in the corporation, to wit, the Type "A" membership.

Prior to the Transition Date, Type "A" Members shall not have voting privileges. Subsequent to the Transition Date, each Type "A" Member shall be entitled to one (1) vote for each Lot which he, she or it owns. Until the Transition Date, the Type "B" Member shall be the sole Member with voting privileges and shall be entitled to one (1) vote on all matters submitted to a vote of the Members of the Association.

Subsequent to the Transition Date, when a Lot is owned of record in any manner in the name of two (2) or more Persons, or if two (2) or more Persons have the same fiduciary relationship respecting a Lot, then, unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the corporation, their acts with respect to voting shall have the following effect:

- (1) if only one (1) votes his, her or its act shall bind all;
- (2) if more than one (1) vote the act of the majority so voting shall bind all;
- (3) if more than one (1) vote, but the vote is evenly split on any particular matter, each fraction shall be entitled to its proportionate share of the vote or votes; and
- (4) if the instrument or order filed with the Secretary of the corporation shows that any such tenancy is held in unequal interest, a majority or even split under subparagraphs (2) and (3) immediately above shall be a majority or even split in interest in the Lot to which the vote is attributable.

The principles of this Article shall apply, insofar as possible, to execution of proxies, waivers, consents or objections, and for the purpose of ascertaining the presence of a quorum.

The voting rights of any Owner attributable to a Lot actually leased to a Tenant may be assigned by such Owner to his, her or its Tenant.

Until the Transition Date, where specifically approved by the Board of Directors, the Members may approve or reject actions proposed to be taken by the Association by referendum. Thereafter, the Members may require a referendum on any action of the Board of Directors by presenting to the Secretary of the Board of Directors within thirty (30) days of the taking of such action or ratification by the Board of Directors of its intent to take such action a petition signed by not less than fifty percent (50%) of the Members.

Notwithstanding anything contained hereto to the contrary, corporate action required or permitted by the Act to be taken at a meeting of the Members may be taken without a meeting and without prior notice if the corporate action is taken by all Members entitled to vote on the corporate action, in which case no corporate action by the Board of Directors shall be required. Such action may also be taken without a meeting and without prior notice, if the corporate action is taken by Members who would be entitled to vote at a meeting of Members having voting power to cast not fewer than the minimum number of votes that would be necessary to authorize or take the corporate action at a meeting at which all Members entitled to vote thereon were present and voted.

ARTICLE IV: MANAGEMENT OF CORPORATION

Until the first annual meeting of the Members following the Transition Date, the affairs of the corporation shall be managed by a Board of Directors having three (3) members. Thereafter, the affairs of the corporation shall be managed by a Board of Directors having five (5) members. The initial Board of Directors shall consist of those persons identified as such in Article V below, who shall serve as such Board until the first annual meeting of the Members.

At the first annual meeting of the Members subsequent to the Transition Date, the two (2) Directors who are elected with the lowest number of votes of all Directors who are elected shall be elected for one-year terms, while the remaining Directors who are elected shall be elected for two-year terms. Thereafter, all Directors shall be elected for two-year terms.

Until the first annual meeting of the Members subsequent to the Transition Date, a Director may be removed from office, with or without cause, by the Type "B" Member. Thereafter, a Director may be removed from office, with or without cause, at the election of the Type "A" Members at a meeting of the Members expressly called for such purpose, provided the notice of such meeting shall state that the purpose, or one of the purposes, of the meeting is removal of a Director. Until the first annual meeting of the Members subsequent to the Transition Date, if a Director is removed from office, resigns, becomes disabled or dies, a successor Director shall be

elected by the Type "B" Member. Thereafter, if a Director is removed from office, resigns, becomes disabled or dies, a successor Director shall be elected by the Type "A" Members.

No representative of the Type "B" Member serving as a Director shall be required to disqualify him or herself upon any vote upon any management contract, lease, or other matter between the Type "B" Member and the Association under circumstances by virtue of which the Type "B" Member may have a pecuniary or other interest. No such actual or apparent conflict of interest shall be a cause of partial or total invalidity of the matter voted upon whether or not the vote of any representative of the Type "B" Member was necessary for the adoption, ratification, or execution of the same.

ARTICLE V: INITIAL BOARD OF DIRECTORS

The names and addresses of those persons who are to constitute the initial Board of Directors are:

<u>NAME</u>	<u>ADDRESS</u>
Branch P. Lawson	4009 River Park Drive Suffolk, Virginia 23435
Mark A. Edwards	104 Spinaker Run Lane Smithfield, Virginia 23430
Aaron C. Millikin	156 Liberty Way Carrollton, Virginia 23314

ARTICLE VI: REGISTERED OFFICE AND AGENT

The address of the initial registered office of the corporation is 10304 Pebblebrook Place, Richmond, Virginia 23238. The name of the initial registered agent is Thomas E. Carr & Associates, P.C., which is a Virginia stock corporation, the business address of which is 10304 Pebblebrook Place, Richmond, Virginia, 23238, which is located in Henrico County.

ARTICLE VII: LOANS; DEEDS OF TRUST

The Board of Directors shall have the power and authority to enter into deeds of trust encumbering the property of the corporation and to pledge the revenues of the corporation as security for loans made to the corporation which loans shall be used by the corporation in performing its authorized functions; provided that subsequent to the Transition Date any such deed

of trust is with the prior consent of more than two-thirds (2/3rds) of the Type "A" Members voting in person or by proxy at a duly called meeting at which a quorum is present, and further provided that in the event of a default upon any such deed of trust by the corporation, the noteholder's rights shall be limited to the right, after taking possession of the property burdened thereby, to charge reasonable admission and other fees, and, if necessary, to open enjoyment of such property to a wider public, until the note held is satisfied, whereupon possession of the property shall be restored to the corporation. Notwithstanding anything in the Declaration to the contrary, without the express written consent of the Declarant, the corporation shall not be allowed to reduce the level of the Annual Assessment at any time there are outstanding any amounts due the Declarant as repayment of any loans made by the Declarant to the corporation.

ARTICLE VIII: MERGER; CONSOLIDATION; SALE OF ASSETS; DISPOSITION OF ASSETS IN DISSOLUTION

The corporation may participate in such a merger, consolidation disposition of assets or be dissolved provided that, subsequent to the Transition Date, such merger, consolidation, disposition of assets or dissolution is approved by the affirmative vote of more than two-thirds (2/3rds) of the Type "A" Members voting in person or by proxy at a duly called meeting at which a quorum is present. Prior to dissolution of the corporation, the assets of the corporation shall be offered for dedication to James City County, Virginia. If such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes similar to those contemplated by the Declaration. In the event of such a dissolution and transfer, the assets shall continue to be used and maintained for the purposes set out herein.

ARTICLE IX: INDEMNIFICATION; LIABILITY

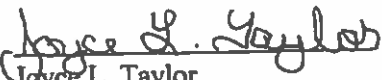
The corporation shall have all of the powers of indemnification of its officers and directors set forth the Act as in effect on the date hereof or as hereafter modified or amended. Other than in the event of willful misconduct or a knowing violation of the criminal law, in any proceeding against an officer or director of the corporation who receives compensation from the Association for his or her services, the damages assessed arising out of a single transaction, occurrence or course of conduct shall not exceed the amount of compensation (if any) received during the 12 months immediately preceding the act or omission for which liability was imposed. An officer or director without compensation for his services shall not be liable for damages in any such proceeding.

ARTICLE X: DEFINITIONS; CONFLICTS

All capitalized terms used in these Articles and not defined herein shall have the meaning given to them in the Declaration of Covenants, Conditions and Restrictions of JCC, L.L.C., a Virginia limited liability company, and the corporation, which will be recorded in the Clerk's Office

following incorporation of the corporation. In the event of a conflict between these Articles and the foregoing Declaration, these Articles shall govern.

Dated: January 14, 2009


Joyce L. Taylor
Incorporator

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, January 20, 2009

This is to certify that the certificate of incorporation of

Liberty Ridge Homeowners' Association, Inc.

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: January 20, 2009



State Corporation Commission

Attest:

Joel H. Beck
Clerk of the Commission

BY LAWS
LIBERTY RIDGE HOMEOWNERS'
ASSOCIATION INC

BYLAWS

LIBERTY RIDGE HOMEOWNERS' ASSOCIATION, INC.

1. **Office.** The office of the ASSOCIATION shall be located at such place as the BOARD may determine from time to time.

2. **Fiscal Year.** The first fiscal year of the ASSOCIATION shall be from the date of its incorporation until December 31, 2008. Thereafter, the fiscal year of the ASSOCIATION shall be the calendar year.

3. **Seal.** The seal of the ASSOCIATION shall have inscribed thereon the name of the ASSOCIATION. The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed, or otherwise reproduced upon any instrument or document executed in the name of the ASSOCIATION.

4. **Definitions.** Unless the context otherwise requires, all capitalized terms used in these BYLAWS shall have the definitions given to them in the ARTICLES or in the DECLARATION.

5. **Annual Meeting.** The annual meeting of the MEMBERS for the election of Directors and transaction of such other business as may come before the meeting shall be held in the month of March of each year commencing March, 2010.

6. **Special Meetings.** Subsequent to the TRANSITION DATE, special meetings of the TYPE "A" MEMBERS may be requested at any time by written notice to the Secretary by a majority of the BOARD, TYPE "A" MEMBERS having at least twenty-five percent (25%) of the votes which may be cast by all of the TYPE "A" MEMBERS, or the President.

7. **Place of Meetings.** All meetings shall be held at the office of the ASSOCIATION or at such other location as is determined by the BOARD and, unless another time is fixed in the notice of meeting, at 7:30 p.m.

8. **Quorum; Action by the MEMBERS.** Until the TRANSITION DATE, the presence in person or by proxy of the TYPE "B" MEMBER shall constitute a quorum. Thereafter, the presence in person or by proxy at a meeting of 10% of the TYPE "A" MEMBERS shall constitute a quorum. If a quorum is not present, the BOARD may call another meeting or meetings subject to the giving of proper notice, and subsequent to the TRANSITION DATE the required quorum at such subsequent meeting or meetings shall be one-half of the number of TYPE "A" MEMBERS required in order for there to have been a quorum at the preceding meeting. Subsequent to the TRANSITION DATE, after a quorum has been established at a meeting, the subsequent withdrawal of TYPE "A" MEMBERS or proxies, so as to reduce the number of TYPE "A" MEMBERS present in

person or proxy and entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof, whether such action is taken before or after such withdrawal.

9. Organization. At each meeting of the MEMBERS the President, or, in the absence of the President, the Vice-President (if any), or, in the absence of the President and Vice President (if any), any PERSON chosen by the BOARD shall preside as chairman. The Secretary, or in his or her absence or inability to act, any PERSON appointed by the chairman of the meeting shall act as secretary of the meeting.

10. MEMBER Register. The Secretary of the ASSOCIATION shall maintain a register in the ASSOCIATION office of the names and addresses of the MEMBERS. It shall be the obligation of each MEMBER to advise the Secretary of any change of address of such MEMBER or change of ownership of any LOT owned in whole or in part by such MEMBER. The ASSOCIATION shall not be responsible for reflecting any change of address and/or ownership for purpose of notification until notified of any such change in writing. If any LOT is owned by more than one (1) PERSON, the OWNERS shall advise the Secretary of the name and address of the PERSON to whom notice shall be directed, notice to whom shall be deemed to be sufficient notice to such OWNERS. In the absence of any such designation, notice may be sent to any one of such OWNERS, which notice shall be deemed to be sufficient notice to such OWNERS. Notice to an OWNER that is an entity shall be sent to the address provided by such entity to the Secretary, or, in the absence of any such address, to the address to which real estate tax assessment notices and bills are sent to such OWNER as reflected in the Tax Assessor's Office in the COUNTY.

11. Directors. The following provisions shall apply to Directors of the ASSOCIATION and meetings of the BOARD:

- a. All Directors shall be of legal age, but need not be MEMBERS.
- b. Meetings of the BOARD shall be held at a location in James City County, Virginia.
- c. The BOARD shall meet for the purpose of organization, the election of Officers and the transaction of other business as soon as practicable after each annual meeting of the MEMBERS. Notice of such meeting need not be given if such meeting is to occur on the same day and at the same place where the annual meeting is to be held. If all of the Directors are not present after the annual meeting of the MEMBERS, or if the Directors determine not to have the organizational meeting on the same day as the annual meeting of the MEMBERS, such organizational meetings shall be held as soon as practicable thereafter, at a time and place which shall be specified in a notice given as hereinafter provided.

- d. While there is a TYPE "B" MEMBER, regular meetings of the BOARD need not be held. Thereafter, such meetings shall be held at such time and place as the BOARD may from time to time determine, provided such meetings shall be held not less than twice each fiscal year. Notice of regular meetings of the BOARD need not be given, except as otherwise required by statute or these BYLAWS.
- e. While there is a TYPE "B" MEMBER, special meetings of the BOARD may be called solely by such MEMBER. Thereafter, such meetings may be called by any member of the BOARD or the President.
- f. A Director may resign at any time by giving written notice of his or her resignation to the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, then immediately upon its receipt. Acceptance of such resignation shall not be necessary to make it effective.
- g. Directors designated by the TYPE "B" MEMBER shall not be entitled to any compensation. Directors elected by the TYPE "A" MEMBERS shall not be entitled to any compensation unless the TYPE "A" MEMBERS elect to pay them compensation, and the TYPE "A" MEMBERS set the amount of such compensation, at any meeting of the MEMBERS.

12. Officers. The following provisions shall apply to Officers of the ASSOCIATION:

- a. The President shall be the chief executive officer of the ASSOCIATION. He or she shall have all of the powers and duties usually vested in the office of president of an association comparable to the ASSOCIATION.
- b. The Vice-President (if any) shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the BOARD.
- c. The Secretary shall keep the minutes of all proceedings of the BOARD and the MEMBERS. He or she shall attend to the giving and serving of all notices to the MEMBERS and Directors and other notices required by law. He or she shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He or she shall keep the records of the ASSOCIATION, except those of the Treasurer (if any), and shall perform all other duties incident to the office of secretary of an association and as may be required by the BOARD or the President. Until such time as the BOARD elects a Treasurer, the SECRETARY shall also serve as and perform the functions of the TREASURER.

d. The Treasurer shall have custody of all property of the ASSOCIATION, including funds, securities, and evidences of indebtedness. He or she shall keep books of account for the ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He or she shall submit a Treasurer's report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer.

e. The Officers shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that Directors elected by the TYPE "A" MEMBERS will not be compensated unless otherwise determined pursuant to Subsection 11(g) above, shall preclude the BOARD from employing a Director or an Officer as an employee of the ASSOCIATION, contracting with a Director or Officer for the management of the COMMON OPEN SPACE AND/OR COMMON OPEN SPACE IMPROVEMENTS, or engaging a Director or Officer to provide other services to the ASSOCIATION, and in any such event compensating such Director or Officer in a reasonable manner.

13. Budget. Prior to each fiscal year commencing with fiscal 2009, the BOARD shall adopt a budget for such fiscal year, which shall include the estimated funds required to defray the cost of carrying out the ASSOCIATION'S responsibilities, including maintaining replacement, improvement, and maintenance reserves. Commencing with fiscal 2010, if the budget for any fiscal year is not adopted before the beginning of the fiscal year, the existing budget shall remain in effect until the budget for the fiscal year is adopted. Once adopted, the budget may be amended or revised by the BOARD in its discretion. All budgets and amendments and revisions thereof shall be made available for inspection by the TYPE "A" MEMBERS and NOTEHOLDERS upon reasonable request. Notwithstanding the foregoing, the adoption of a budget shall not be a condition precedent to the effectiveness of any ASSESSMENTS, and nothing contained herein shall be construed as restricting the right of the BOARD, at any time in its sole discretion, to levy additional ASSESSMENTS.

14. Amendments. These BYLAWS may be amended by the BOARD from time.

15. Parliamentary Rules. Commencing at such time as the Directors are elected by the TYPE "A" MEMBERS, Roberts' Rules of Order (latest edition) shall govern the conduct of ASSOCIATION meetings when in conflict with the ARTICLES or these BYLAWS.

16. Order of Precedence. In the event of any conflict between the ARTICLES, BYLAWS, RULES AND REGULATIONS and/or the DECLARATION, the order of precedence of such instruments shall be the ARTICLES, DECLARATION, the BYLAWS, and the RULES AND REGULATIONS.

17. Applicability of the ACT. Except to the extent duly modified herein, in the ARTICLES, or in the DECLARATION, the provisions of the Virginia Property Owners' Association Act, Chapter 26, Title 55 of the CODE as in effect on the date hereof or hereafter modified or amended shall apply to governance of the affairs of the ASSOCIATION.

* * * * *

The foregoing BYLAWS of Liberty Ridge Homeowners' Association, Inc. were adopted by the Incorporator on January 20, ~~2008~~
2009

Exhibit "E" to Disclosure Packet

Common Interest Community Board Cover Sheet

ASSOCIATION DISCLOSURE PACKET NOTICE

Commonwealth of Virginia
Department of Professional and Occupational Regulation
Post Office Box 29570
Richmond, Virginia 23242-0570
(804) 367-8510
cic@dpor.virginia.gov
www.dpor.virginia.gov



Common Interest Community Board

VIRGINIA PROPERTY OWNERS' ASSOCIATION DISCLOSURE PACKET NOTICE

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

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

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

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

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

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

The Association Disclosure Packet must include the following statements:

- ☐ Association name, and if incorporated, the state of incorporation and the name and address of the registered agent;
- ☐ A statement of any approved expenditures that require an additional assessment during the current year or the immediately succeeding fiscal year;
- ☐ A statement of all assessments and other mandatory fees currently imposed by the association;
- ☐ A statement whether there is any other entity or facility to which the lot owner may be liable for fees or charges;
- ☐ The current reserve study report (or a summary thereof), a statement of the status and amount of any reserve or replacement fund and any portion of the fund allocated by the governing board for a specified project;
- ☐ A copy of the association's current budget (or a summary thereof) and a copy of its statement of income and expenses or financial condition for the last fiscal year available, including a statement of the balance due of any outstanding loans of the association;
- ☐ A statement of the nature and status of any pending suit or unpaid judgment to which the association is a party and that either could or would have a material impact on the association or its members or that relates to the lot being purchased;
- ☐ A statement setting forth the insurance coverage provided for all lot owners by the association, including any fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner;
- ☐ A statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto by the prior lot owner, are not in violation of any of the instruments referred to in this disclosure notice;
- ☐ A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale;
- ☐ A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot, including, but not limited to reasonable restrictions as to the size, place and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag;
- ☐ A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to install or use solar energy collection devices on the owner's property;
- ☐ A statement indicating any known project approvals currently in effect by secondary mortgage market agencies;
- ☐ Certification, if applicable, that the association has filed with the Common Interest Community Board the annual report required by §55-516.1 of the Code of Virginia including the filing number assigned by the Common Interest Community Board and the expiration date of the filing; and
- ☐ The association complaint procedure as required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50.

The Association Disclosure Packet must include the following attachments, if any:

- ☐ A copy of the current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association;
- ☐ A copy of notice given to the lot owner by the association of any current or pending rule or architectural violation; and
- ☐ A copy of any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet.

Exhibit "F" to Disclosure Packet

Statement of Complaints Procedures

LIBERTY RIDGE HOMEOWNERS' ASSOCIATION, INC.

STATEMENT OF COMPLAINT PROCEDURES

The Board of Directors of the Association has adopted the following Statement of Complaint Procedures pursuant to the requirements of Section 55-530 of the Code of Virginia (1950), as amended, and implementing Regulations issued by the Common Interest Community Board.

* * * * *

Filing of Complaint. Any member of the Association or other person who believes that an action, inaction or decision by the Association's Board of Directors, the common interest community manager (if any) for the Association or the Association itself is inconsistent with applicable laws and/or regulations may file a complaint with the Association by completing a complaint form (attached as **Exhibit "A"**) and delivering the completed form to the Association c/o Aaron Millikin, 6101 Walkers Ferry Lane, Suffolk, Virginia 23435.

Required Documentation. To the extent the complainant has knowledge of the law or regulation applicable to the complaint, the complainant shall provide that reference.

Required Statement of Action or Resolution Sought. In connection with any complaint, the complainant shall state on the complaint form the action the complainant wants taken or the manner in which the complainant wants his or her complaint resolved in the event that the complaint is found to be valid.

Acknowledgement of Receipt of Complaint. The complaint form includes a space to indicate how a person filing a complaint wishes to have receipt of his or her complaint acknowledged. The Association will acknowledge receipt in the manner requested within 7 days after receipt and will communicate with the complainant throughout the complaint resolution process in that same manner.

Additional Information. If the Association determines that in order to respond to a complaint it has received, additional information is needed, the Association will give the complainant notice of that fact within 5 days after the date of the next regularly scheduled meeting of the Association's Board of Directors following the date of receipt of the complaint.

A complainant will have 15 days following receipt of the Association's request for additional information to provide such information. If a complainant fails to provide the additional information required within such time period other than for good cause shown, the complainant will be deemed to have withdrawn the complaint. The determination of whether or not a complainant has shown good cause for failure to deliver the additional information required on a timely basis shall be made in the sole discretion of the President of the Association, other than in the event that he or she is the subject of the complaint, in which event such decision shall be made in the sole discretion of the Vice President of the Association, provided that if the nature of the complaint is such that neither officeholder ought to have such discretion, such decision shall be made in the sole discretion of counsel to the Association. If a complaint is deemed to have been withdrawn pursuant to the above provisions, the Association will give the complainant written notice of that fact within 7 days after the deemed date of withdrawal.

Notice of Hearing. The Association will give the complainant notice in the manner requested on the complaint form of the time, date and location of the hearing that will be held to consider his or her complaint within 5 days after the first regularly scheduled meeting of the Association's Board of Directors following the date of receipt of the complaint, other than in the event additional information is required to be provided by the complainant, in which case such notice will be given within 5 days after the first regularly scheduled meeting of such Board after the date of receipt of such information.

Conduct of Hearing. The Association's Board of Directors may elect to conduct the hearing or to designate no fewer than 2 of its members to do so as a Complaint Committee. The complainant and/or the Board of Directors or Committee may be represented by counsel at the hearing.

Notice of Disposition of Complaint. The Association will give the complainant notice of the disposition of his or her complaint within 7 days after a final determination has been made. Such notice will be dated the date upon which such determination was made and will include specific citations to applicable association governing documents, laws or regulations that led to the final determination. If at the time of any final determination with respect to a complaint the Association engages a common interest community manager, the name and license number of such manager will be included in the foregoing notice. No appeal process is available, and the notice of disposition of a complaint is final.

Complainant's Right to Seek Redress. The Association's notice of disposition of a complaint will include the statement that the complainant has the right to file a Notice of Final Adverse Decision with the Community Interest Community Board through the offices of the Common Interest Community Ombudsman, with appropriate contact information.

Attachment to Disclosure Packet. This Statement of Complaint Procedures shall be attached to the Association's Disclosure Packet.

LIBERTY RIDGE HOMEOWNERS' ASSOCIATION, INC.

COMPLAINT FORM

[BEFORE COMPLETING THIS FORM REVIEW THE IMPORTANT INSTRUCTIONS AT THE END OF THE FORM.]

I. Your Information

Your name _____

Your mailing address _____

Your Lot/address, if different _____

Your email address, if any _____

Association member _____ Yes _____ No

How you would like the Association to communicate with you -- via _____
_____ Hand delivery
_____ Certified mail, return receipt requested
_____ Your email address

II. Your Complaint

Law(s) or regulation(s) you believe have been violated _____

Violation(s) committed by _____
_____ The Association
_____ The Board of Directors
_____ The Association's Manager

Detailed explanation of alleged violation(s) _____

How you would like your
complaint resolved

Your signature

Printed name

Date signed

* * * * *

INSTRUCTIONS

1. *Right to Submit Complaint.* If you believe an action, inaction or decision by the Association's Board of Directors, the common interest community manager (if any) for the Association or the Association itself is inconsistent with applicable laws and/or regulations, you may submit a complaint in writing to:

Liberty Ridge Homeowners' Association, Inc.
c/o Aaron Millikin
5131 River Club Drive, Suite 210
Suffolk, Virginia 23435

2. Requirements for Submission. Your complaint will not be deemed submitted unless you provide all information required above. If you need additional space to adequately respond to the information required, continue on additional sheets and attach them to your complaint.
3. Copies. Keep a complete copy of your complaint and all materials submitted with it.
4. Originals. Do **not** submit originals of any materials, as no materials you submit will be returned to you.
5. Complaint Processing Procedures. The procedures that will be followed after your complaint has been submitted are set forth in the Association's *Statement of Complaint Procedures*. The *Statement* is available from the Association upon request.
6. Right to File Notice of Final Adverse Decision. **If you do not agree with the final determination made by the Association with regard to your complaint, you may file a notice of final adverse decision in accordance with Section 55-540.F. of the Code of Virginia (1950), as amended, provided you do so within 30 days after the date of the notification given to you by the Association of such determination.** The necessary forms may be obtained from the Office of the Common Interest Community Ombudsman, contact information for which is given below. If you so elect, you must include copies of all records pertinent to the final determination, along with a check in the amount of \$25.00 in payment of the required filing fee, payable to the Treasurer of Virginia. If you believe that the filing fee will create undue hardship for you, you may contact the above office and request a waiver, which may or may not be granted.
7. Office of the Common Interest Community Ombudsman. The mailing address, telephone number and electronic address of the Office of the Common Interest Community Ombudsman are as follows:

Office of the Common Interest Community Ombudsman
Department of Professional & Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, Virginia 23233
(804) 367-2941
CICombudsman@dpor.virginia.gov