

Rules and Regulations
Creekside Landing Homeowners Association, Inc

RESOLUTION 2007-1

of the

Board of Directors

of

CREEKSIDE LANDING HOMEOWNERS ASSOCIATION, INC.

(Due Process Procedures for Enforcement of Covenants and Rules)

WHEREAS, the Board of Directors is empowered by the Declaration of Protective Covenants and Restrictions [for] Creekside Landing, recorded in the Circuit Court of the County of York, Virginia (the "Clerk's Office"), on May 12, 2003, as Instrument #030013168, by Article II of the Articles of Incorporation of Creekside Landing Homeowners Association, Inc. and by Article IV of the Association's Bylaws, as all of the same have been amended and/or supplemented from time to time (collectively the "Governing Documents"), to enforce the covenants contained in the Declaration and to enforce any Board Resolutions, Architectural Guidelines and Rules and Regulations adopted pursuant to the Declaration and Bylaws in accordance with Section 55-513 of the Code of Virginia, 1950, as amended (the "Property Owners' Association Act"); and

WHEREAS, for the benefit and protection of the Association and of the individual members, the Board of Directors deems it desirable to establish a procedure to assure due process in cases where there is a question of compliance by a member, his family, his guests or tenants and the tenant's family and guests, with the provisions of the Governing Documents, thereby attempting to minimize the necessity of seeking action in or through a court of law; and

WHEREAS, it is the intent of the Board to adopt the provisions of Section 55-513 of the Property Owners' Association Act and to establish procedures for the Board and such Committees as may be designated by the Board in the future where they must take action relative to questions of compliance by an Owner with the provisions of the Governing Documents instruments; and

WHEREAS, the Board of Directors will provide notice of this policy to all current owners by mailing a copy of this Resolution to current owners and to all future owners by including the Resolution in resale disclosure packages prepared pursuant to Section 55-512 of the Property Owners' Association Act.

NOW THEREFORE, the Board of Directors of Creekside Landing Homeowners Association, Inc. does hereby adopt this Resolution in order to adopt the following due process procedures:

1. When a violation of the Declaration, Articles of Incorporation, Bylaws, Board Resolutions, Architectural Guidelines, Rules and Regulations and/or any amendments and supplements thereto ("Governing Documents") is either observed by or reported to the Board of Directors or the Association's Manager, the Owner will be issued a written warning or "cease and desist" letter upon notice of the violation. This notice will state the nature of the violation, the action required to abate or cure the violation, a reasonable time to cure the violation and the Board's authority to impose sanctions for failure to abate or correct the violation, after an opportunity to be heard.
2. In the event the Owner cures or abates the violation within the time frame stated in the written warning, this rule and regulation hereby notifies Owners that the Board of Directors may, in its sole discretion, consider any repeat of the same violation within the next twelve (12) months a continuing violation of the noticed violation and may schedule a due process hearing without further written warnings as provided in Rules 4 and 5 below.
3. If the violation is of a non-continuing, single occurrence, nature, the Board may, in its sole discretion, schedule a due process hearing without any or further written warnings other than the due process hearing notice provided for in Rules 4 and 5 below.
4. If the violation is not cured within the time frame set forth in the written warning, or if the violation is of a non-continuing, single occurrence, nature, notice that a due process hearing has been scheduled will be issued. The hearing notice will contain the time, date and location of the due process hearing and identify the official body to preside over the hearing.
5. Notice of the due process hearing shall, at least fourteen (14) days in advance thereof, be hand delivered or mailed by registered or certified United States mail, return receipt requested, to such Owner at the Unit address as well as any alternate address upon the books and records of the Association and shall be delivered as may otherwise be required for notices of meetings of the Association. The Owner shall be advised that an attorney may be present to represent the Owner at the due process hearing.
6. The due process hearing shall be conducted by at least three (3) Members of the Board of Directors.
7. Failure of an Owner to attend the scheduled due process hearing shall not waive the Board's right to continue to hold the due process hearing and the Board shall have the

8. If the Board finds the Owner to be in violation, charges may be assessed in an amount not to exceed fifty (\$50.00) dollars for a single offense or ten (\$10.00) dollars per day for a violation of a continuing nature until the violation is cured or, if the violation is not cured, for a period not to exceed ninety (90) days. Such charge(s) shall be treated as a lien against said Owner's Lot and shall have the same force and effect as if the charge was a part of the Common Expense attributable to such Owner.

9. The Board of Directors may, in its sole discretion, consider any repeat of the same violation within the next twelve (12) months a continuing violation of the violation for which the due process hearing was held and may schedule a due process hearing without further written warnings as provided in Rules 4 and 5 above.

10. The due process hearing result shall be mailed by registered or certified mail, return receipt requested, to the Owner at the address of record with the Association within seven (7) days of the due process hearing.

11. Any Owner found to be in violation shall be responsible for all attorney's fees, administrative costs, and court costs that may result in the enforcement of the Association's Governing Documents. Such fees and costs may be adopted, imposed and enforced by Rule and Regulation of the Association.

IN WITNESS WHEREOF the Board of Directors of Creekside Landing Homeowners Association, Inc. has set their hands on this 30th day of MARCH, 2007.

Director

Director

Director

Director

Director

Resolutions & Policies
Creekside Landing Homeowners Association, Inc

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
CREEKISDE LANDING HOMEOWNERS ASSOCIATION, INC.**

(Policy for Records Inspection and Cost Schedule)

WHEREAS, all Owners of Lots in Creekside Landing Homeowners Association, Inc. (Owners and Members collectively referred to in this Resolution as “Members”); and

WHEREAS, the Association and all Members are subject to the provisions of Virginia’s Property Owners’ Association Act and Virginia’s Nonstock Corporation Act; and

WHEREAS, Section 55-510.B of Virginia’s Property Owners’ Association Act (“POAA”) authorizes Association Members to request examination and copying of books and/or records (“Records Request”) kept by or on behalf of the Association, *provided, however*, the request is for a proper purpose related to the Member’s membership in the Association, *provided, further*, Records Requests are subject to the limitations and exemptions set forth in the POAA as set forth more fully in this Resolution; and

WHEREAS, the Association is authorized to impose and collect a charge to respond to Records Requests; and

WHEREAS, effective July 1, 2012, the Association may impose and collect a charge to respond to Records Requests only in accordance with a cost schedule (“Cost Schedule”) adopted pursuant to Section 55-510 of the POAA; and

NOW THEREFORE, the Board of Directors of Creekside Landing Homeowners Association, Inc. (“Board”) by Unanimous Consent does hereby adopt this Resolution in order to adopt the following Records Request procedures and Cost Schedule:

1. **Cost Schedule**: Pursuant to Section 55-510.D of Virginia’s Property Owners’ Association Act, the Association shall impose and collect a charge as follows for response to a Member’s Records Request, as defined in Section 2 below:
 - a. \$ 75.00 per hour, charged by the quarter hour, for the costs of labor to respond to the Member’s Records Request;
 - b. \$ 0.15 per page, for the cost of black and white copies, and \$ 0.25 per page, for the cost of color copies for the materials required to respond to the Member’s Records Request. Copies of documents larger in width and/or length than standard (8 1/2 x 11) copy paper and/or legal-sized paper shall be charged at a rate that shall be determined by the Association in its discretion, but in no case shall the rate be greater than the actual copying cost thereof.

The cost schedule shall apply equally to all Association Members in good standing, and shall be provided to an Association Member submitting a Records Request at the time the Records Request is made.

The Association will provide up to one (1) hour of labor and up to one hundred (100) copies without charge for a homeowner's first time request and one subsequent request after five years has lapsed.

2. Records Request Policy:

a. Pursuant to Section 55-510.B of the POAA, and subject to Section 55-510.C of the POAA and Section 3 below, and so long as the request is for a proper purpose related to a Member's membership in the Association, all books and records kept by or on behalf of the Association, shall be available for examination and copying by a Member in good standing or the Member's authorized agent ("Records Request") including but not limited to:

(1) The Association's Membership list and addresses, which shall not be used for purposes of pecuniary gain or commercial solicitation; and

(2) The actual salary of the six highest compensated employees of the Association earning over \$75,000, if any, and aggregate salary information of all other employees of the Association, if any; however, individual salary information shall not be available for examination and copying during the Declarant Control Period, if the Association is still in the Declarant Control Period.

b. The Board of Directors considers an Association Member in "good standing", and therefore eligible to submit and receive a response to, a Records Request, if the Member's financial obligation is current in accordance with the Association's Bylaws and/or Collections Policy.

c. This right of examination shall exist without reference to the duration of membership and may be exercised (i) only during reasonable business hours or at a mutually convenient time and location and (ii) upon five (5) days' written notice reasonably identifying the purpose for the request and the specific books and records of the Association requested.

3. Exemptions: Pursuant to Section 55-510.C of the POAA, books and records kept by or on behalf of the Association may, and hereby shall, be withheld from inspection and copying to the extent that they concern:

a. Personnel matters relating to specific, identified, persons or a person's medical records;

b. Contracts, leases, and other commercial transactions to purchase or provide goods or services, currently in or under negotiation;

c. Pending or probable litigation. "Probable litigation" means those instances where there has been a specific threat of litigation from a party or the legal counsel of a party;

d. Matters involving state or local administrative or other formal proceedings before a government tribunal for enforcement of the association documents or rules and regulations promulgated pursuant to the POAA;

e. Communications with legal counsel that relate to subdivisions a. through d. or that are protected by the attorney-client privilege or the attorney work product doctrine;

f. Disclosure of information in violation of law;

g. Meeting minutes or other confidential records of an executive session of the Board of Directors;

h. Documentation, correspondence or management or board reports compiled for or on behalf of the association or the board by its agents or committees for consideration by the board in executive session; or

i. Individual Unit Owner or member files, other than those of the requesting Lot Owner, including any individual lot owner's or member's files kept by or on behalf of the association.

4. Section 55-510 of Virginia's Property Owners Association Act is attached hereto as Exhibit A to this Resolution.

5. Association Records Request Form: The Association's Records Request Form shall be or shall be similar to the Form attached as Exhibit B to this Resolution.

IN WITNESS WHEREOF the Board of Directors of Creekside Landing Homeowners Association, Inc. has set their hands on this ____ day of _____, 2017.

Tracey Daniel, President

Linda Williams, Vice President

Don Rye, Secretary

Garret Fett, Treasurer

Joseph Bell, Director

SECTION 55-510.A through D OF
PROPERTY OWNERS' ASSOCIATION ACT (as of July 1, 2012)

§ 55-510. Access to association records; association meetings; notice.

A. The association shall keep detailed records of receipts and expenditures affecting the operation and administration of the association. All financial books and records shall be kept in accordance with generally accepted accounting practices.

B. Subject to the provisions of subsection C and so long as the request is for a proper purpose related to his membership in the association, all books and records kept by or on behalf of the association, shall be available for examination and copying by a member in good standing or his authorized agent including but not limited to:

1. The association's membership list and addresses, which shall not be used for purposes of pecuniary gain or commercial solicitation; and

2. The actual salary of the six highest compensated employees of the association earning over \$75,000 and aggregate salary information of all other employees of the association; however, individual salary information shall not be available for examination and copying during the declarant control period.

This right of examination shall exist without reference to the duration of membership and may be exercised (i) only during reasonable business hours or at a mutually convenient time and location and (ii) upon five days' written notice reasonably identifying the purpose for the request and the specific books and records of the association requested.

C. Books and records kept by or on behalf of an association may be withheld from inspection and copying to the extent that they concern:

1. Personnel matters relating to specific, identified persons or a person's medical records;

2. Contracts, leases, and other commercial transactions to purchase or provide goods or services, currently in or under negotiation;

3. Pending or probable litigation. Probable litigation means those instances where there has been a specific threat of litigation from a party or the legal counsel of a party;

4. Matters involving state or local administrative or other formal proceedings before a government tribunal for enforcement of the association documents or rules and regulations promulgated pursuant to § 55-513;

5. Communications with legal counsel that relate to subdivisions 1 through 4 or that are protected by the attorney-client privilege or the attorney work product doctrine;

6. Disclosure of information in violation of law;

7. Meeting minutes or other confidential records of an executive session of the board of directors held in accordance with subsection C of § 55-510.1;

8. Documentation, correspondence or management or board reports compiled for or on behalf of the association or the board by its agents or committees for consideration by the board in executive session; or

9. Individual unit owner or member files, other than those of the requesting lot owner, including any individual lot owner's or member's files kept by or on behalf of the association.

D. (Effective July 1, 2012) Prior to providing copies of any books and records to a member in good standing under this section, the association may impose and collect a charge, reflecting the reasonable costs of materials and labor, not to exceed the actual costs thereof. Charges may be imposed only in accordance with a cost schedule adopted by the board of directors in accordance with this subsection. The cost schedule shall (i) specify the charges for materials and labor, (ii) apply equally to all members in good standing, and (iii) be provided to such requesting member at the time the request is made.

CREEKSIDE LANDING HOMEOWNERS ASSOCIATION, INC.
Request for Access to Association Books and Records

Owner's Name: _____

Association Address: _____

Mailing Address: _____

Date: _____

Telephone Number: _____

Email Address: _____

I hereby request the Association provide access to the Association's books and records pursuant to Section 55-510 of Virginia's Property Owners' Act.

1. The books and records that I wish to review are ("Records Request"):

a. _____

b. _____

c. _____

Attach additional requests on separate sheets as necessary.

2. By my/our signature(s) below, I/we certify that my/our request to review the Association's books and records is for a proper purpose related to my/our Association membership, and if my/our request includes a request for an Association membership list and addresses ("Membership List"), the Membership List shall not be used for purposes of commercial gain or solicitation. Specifically, my/our reason(s) for wanting to review the books and records of the Association is as follows:

3. By my/our signature(s) below, I/we further acknowledge:
- a. I/we have received and accept the Association's Policy for Records Inspections and Cost Schedule;
 - b. My/our Records Request will be made available at such time and place as the Association's policy provides;
 - c. There may be a cost associated with the Association's processing of the Records Request;
 - d. I/we agree to pay any costs associated with the Association's processing of the Records Request, including but not limited to the actual and reasonable costs of materials and labor; and
 - e. I/we may be required to pay for such costs prior to receipt and/or review of the completed Requests Request.

Member Signature

Date

Member's Printed Name

Member Signature

Date

Member's Printed Name

=====
This Block for Association Use Only:

Date Records Request Received by Association's Manager: _____

Records Request Received By: _____

Signature of Association Manager to certify Date Records Request Received:

Printed Name of Association Manager who received Records Request

Date Records Request Completed by Association's Manager: _____

Records Request Response Completed By:

Signature of Association Manager to certify Date Records Request Received:

Printed Name of Association Manager who received Records Request

Copies of all documents provided in response to this Records Request are attached.

A List of Documents provided in response to Requests Request:

RESOLUTION
of the
Board of Directors
of
CREEKSIDE LANDING HOMEOWNERS ASSOCIATION, INC.
(Association Complaint Procedures)

WHEREAS, the Code of Virginia, 1950, as amended (the “Virginia Code”), was amended by statute effective July 1, 2008, to create a Common Interest Community Board (“CIC Board”) and the Office of the Common Interest Ombudsman (“CICO”); and

WHEREAS, Section 55-530.E states the CIC Board “shall establish by regulation a requirement that each association shall establish reasonable procedures for the resolution of written complaints from the members of the association and other citizens”; and

WHEREAS, for the benefit and protection of the Association and of its individual Members, and with a goal of reducing and resolving conflicts among and/or between the Association and its Members, the Board of Directors hereby establishes these Association Complaint Procedures to meet the requirements of Sections 55-530.E and F of the Virginia Code and regulations of the Common Interest Community Ombudsman regarding Association Complaint Procedures effective July 1, 2012; and

WHEREAS, the Board of Directors will provide notice of this policy to all current Owners by mailing a copy of this Resolution to current Owners and to all future Owners by including the Resolution in resale certificates prepared pursuant to Virginia’s Condominium Act and/or Property Owners’ Association, as applicable; and

WHEREAS, this Resolution shall remain in full force and effect until amended by further resolution of the Board.

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NOW THEREFORE, the Board of Directors of Creekside Landing Homeowners Association, Inc. does hereby adopt this Resolution in order to adopt the following Association Complaint Procedures:

1. Right to Submit Association Complaint. When any Association Member (“Member” or “Complainant”) observes or reasonably believes the Board of Directors (“Board”), the Association’s Common Interest Community Manager (“Association Manager”) or any individual Board Member has or is continuing to violate any provision of the Association’s Declaration, Architectural Guidelines, Articles of Incorporation, Bylaws, and/or Rules and Regulations (“Governing Documents”), the Member shall have the right to acquire, complete and submit an Association Complaint Form.

2. Association Complaint Form.
 - a. The Association Complaint Form shall comport substantially with the Association Complaint Form attached to this Resolution as Exhibit A, or with any form required by regulation duly promulgated by Virginia’s Common Interest Community Board (“CIC Board”).

 - b. The Association Complaint Form shall be submitted to Creekside Landing Homeowners Association, Inc., c/o Chesapeake Bay Management Inc., 337 McLaws Circle, Suite 1, Williamsburg, VA 23185, (757) 706-3019, or by email at: thill@c1bm.com. The Association Complaint may be submitted to the Association:
 - (i) By U.S. Mail, registered or certified, return receipt requested;

 - (ii) By hand delivery, *provided, however*, the method of hand delivery must provide a means to prove delivery;

 - (iii) By facsimile to the Association’s Managing Agent; and/or

 - (iv) By email to the Association’s Manager.

 - c. The Association Complaint Form must be submitted at least fourteen (14) days prior to the next scheduled regular Board Meeting to insure review at that meeting. If the Association Complaint Form is received less than fourteen (14) business days prior to the next scheduled regular Board Meeting, the Association Complaint Form shall be reviewed at the next subsequent regular Board Meeting.

3. Association Complaint Receipt.
 - a. The Association shall provide written acknowledgment of receipt of the

Association Complaint (“Association Complaint Receipt”) to the Complainant within seven (7) days of receipt of the Association Complaint. Such acknowledgment shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Association Complaint, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery.

- b. Notice of the date, time and location that the Association Complaint will be considered shall be included in the Association Complaint Receipt required by Association Complaint Provision 6 above. If such Notice is not included in the Association Complaint Receipt, such Notice shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Association Complaint, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery. Such Notice shall be mailed within a reasonable time prior to review of the Association Complaint but shall be mailed not less than three (3) days prior to the date set for review of the Complaint.

4. Review of the Association Complaint.

- a. The Board shall review any Association Complaint Form received and shall, if necessary, consult with the Association’s attorney and/or any other vendor or professional providing services to the Association to provide as complete a review as possible to arrive at its decision.
- b. The Board may, but shall not be required to, consult with the Member who submitted the Association Complaint Form to understand more fully the substance and/or basis of the Member’s Complaint.
- c. In the event the Board determines the Association Complaint is incomplete or contains insufficient information to render a decision, the Board shall cause a written request for additional information that identifies with specificity the information needed to complete the Association Complaint to be sent to the Complainant at the address provided in the Association Complaint. Such written request shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Association Complaint, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery.

5. Final Determination Letter. The Board shall render a written decision and/or review of the Complaint (“Association Complaint Final Determination Letter” or

“Final Determination Letter”) to the Member within seven (7) days of the regular Board Meeting during which the Association Complaint was reviewed.

The Final Determination Letter shall:

- a. Be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Association Complaint, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery.
 - b. Be dated as of the date of issuance and include specific citations to applicable Association Governing Documents, laws or regulations that led to the Final Determination.
 - c. Include the Registration Number of the Association and the name and License Number of the Common Interest Community Association Manager.
 - d. Include the Complainant’s right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Common Interest Community Ombudsman, along with the applicable contact information.
6. Appeal. The determination of the Board as reflected in the Final Determination Letter shall be the final decision of the Board. The Board has not adopted an appeal process and shall not hear an appeal of the Final Determination Letter.
7. Should any Member need assistance in understanding the Member’s rights and the processes available to common interest community Members, the Member may contact Virginia’s Office of the Common Interest Community Ombudsman (“CICO”) for assistance. The CICO may be reached at the Department of Professional and Occupational Regulation, 9960 Mayland Drive, Suite 400, Richmond, Virginia 23233. The CICO’s current telephone number is (804) 367-8510. The CICO’s current email address is cic@dpor.virginia.gov.
8. Complainant’s Rights Description required by Section 55-530-E.2 of the Code of Virginia, 1950, as amended. In accordance with Section 55-530.F of the Code of Virginia, as amended, an Association Complainant may give notice to Virginia’s Common Interest Community Board (the “Board”) of any final adverse decision in accordance with regulations promulgated by the Board. The notice shall be filed within 30 days of the final adverse decision, shall be in writing on forms prescribed by the Board, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25 filing fee. The fee shall be collected by the Director of Professional and Occupational Regulation and paid directly into the state treasury and credited to the Common Interest

Community Management Information Fund, § 55-530.1. The Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the member. The Director shall provide a copy of the written notice to the Association that made the final adverse decision.

9. The Association Complaint Form, all attachments thereto and a copy of the Final Determination Letter ("Complaint File") shall be retained by the Association for not less than one (1) year after the Board renders a decision on the Complaint. The Complaint File shall be eligible for review and duplication solely by the Association's Board of Directors, the Association Manager and the Lot Owner(s) who submitted the original Complaint Form, *provided, however*, the Complaint File shall be produced upon order of an appropriate judicial or administrative body having jurisdiction over the Association.
10. The Board shall amend and restate this Association Complaint Procedures Resolution each time the name, address, telephone number and email address of the Association's Manager changes to remain compliant with Section 55-530.E.2 of the Virginia Code.

IN WITNESS WHEREOF the Board of Directors of Creekside Landing Homeowners Association, Inc. has set their hands on this _____ day of _____, 2012.

Director

Director

Director

Director

Director

Add more signature blocks as necessary

CREEKSIDE LANDING HOMEOWNERS ASSOCIATION, INC.

**RESOLUTION
OF
THE BOARD OF DIRECTORS**

**REGULAR MEETING OF THE BOARD OF DIRECTORS
AMENDED OCTOBER 19, 2015**

(ASSESSMENT PAYMENTS AND COLLECTIONS)

Upon Motion duly made, seconded and unanimously carried, the Board of Directors resolved, pursuant to its powers and duties under Article V of the Association's Declaration and Article IV of the Association's Bylaws, to adopt the amended Assessment Collections Policy at the Monday, October 19, 2015, regular meeting of the Board of Directors, effective December 1, 2015, to provide as follows:

1. Late Fee. Monthly assessment payments are due on the 1st day of each month. A late fee of twenty dollars (\$20.00) will be assessed if the monthly payment is not received by the 10th of the month in which the installment payment is due.
2. Interest. Interest will accrue on payments which are not received by the 10th of the month at the rate of interest applicable to personal judgments, currently six percent (6%).
3. Acceleration of Assessments. Assessments are due on January 1st of each year. Monthly payments are permitted as long as they remain current and paid on the 1st day of each month. If a monthly payment becomes more than ninety (90) days late, the privilege of making monthly payments will be revoked and the entire Annual Assessment will become immediately due and payable and will accrue interest and late fees as stated above.
4. Notices to Owners on late Assessments. After the 10th day of the month in which the Assessment payment is delinquent, a first Notice letter will be sent to the Owner. If the payment remains unpaid by the 10th day of the following month, a second Notice letter will be sent to the Owner. If the payment remains unpaid by the 10th day of third consecutive month, a third and Final Notice letter will be sent to the Owner informing the Owner that the account is being forwarded to the Association's counsel for collection. The Board of Directors may cause a lien to be filed in the land records of York County against the Lot if any assessment payment remains unpaid for a period in excess of ninety (90) days or as allowed by Section 55-516 of the Code of Virginia, 1950, as amended (a provision of Virginia's "Property Owners' Association Act"), as the same may be amended from time to time.
5. Collection of Past Due Accounts. If one (1) monthly payment is missed and remains unpaid as of the date of the Final Notice letter is forwarded as provide in Section 4, the account will be forwarded to the Association's counsel for collection and will be subject to additional costs and attorney's fees. The Board of Directors, on behalf of the Association, hereby reserves the right to collect all Assessments, of any nature whatsoever, by all methods and means available by law, including, but not limited to filing liens


against the Lot and foreclosing on such liens as allowed by Section 55-516 of the Property Owners Association Act.

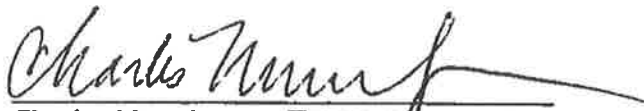
6. Payment of Past Due Accounts. Once an account is forwarded to the Association's collections attorney for collection, payment shall be made by certified check, money order, or cash only and shall be payable only to the Association's collections attorney. Payments on past due accounts shall not be accepted by the Association's Board of Directors, individual Board Members, the Association's management office or the Association's manager. All accounts shall be assessed cost and attorney's fees and have been paid in full.

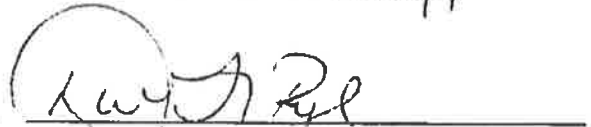
7. The Board of Directors will provide notice of this policy to all current Owners by mailing a copy of this Resolution to such Owners and to all future owners by including the Resolution in resale disclosure packages prepared pursuant to Section 55-512 of the Property Owner' Association Act.

IN WITNESS WHEREOF, the following Board Members attest to the motion made and adopted this 19th day of October, 2015 ,


Tracey Dangel, President


Vickram RajPaul, Vice President


Charles Nurnberger, Treasurer


Donald Rye, Secretary


Linda Williams, Member at Large

RESOLUTION 2007-1

of the

Board of Directors

of

CREEKSIDE LANDING HOMEOWNERS ASSOCIATION, INC.

(Due Process Procedures for Enforcement of Covenants and Rules)

WHEREAS, the Board of Directors is empowered by the Declaration of Protective Covenants and Restrictions [for] Creekside Landing, recorded in the Circuit Court of the County of York, Virginia (the "Clerk's Office"), on May 12, 2003, as Instrument #030013168, by Article II of the Articles of Incorporation of Creekside Landing Homeowners Association, Inc, and by Article IV of the Association's Bylaws, as all of the same have been amended and/or supplemented from time to time (collectively the "Governing Documents"), to enforce the covenants contained in the Declaration and to enforce any Board Resolutions, Architectural Guidelines and Rules and Regulations adopted pursuant to the Declaration and Bylaws in accordance with Section 55-513 of the Code of Virginia, 1950, as amended (the "Property Owners' Association Act"); and

WHEREAS, for the benefit and protection of the Association and of the individual members, the Board of Directors deems it desirable to establish a procedure to assure due process in cases where there is a question of compliance by a member, his family, his guests or tenants and the tenant's family and guests, with the provisions of the Governing Documents, thereby attempting to minimize the necessity of seeking action in or through a court of law; and

WHEREAS, it is the intent of the Board to adopt the provisions of Section 55-513 of the Property Owners' Association Act and to establish procedures for the Board and such Committees as may be designated by the Board in the future where they must take action relative to questions of compliance by an Owner with the provisions of the Governing Documents instruments; and

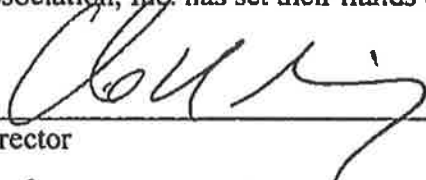
WHEREAS, the Board of Directors will provide notice of this policy to all current owners by mailing a copy of this Resolution to current owners and to all future owners by including the Resolution in resale disclosure packages prepared pursuant to Section 55-512 of the Property Owners' Association Act.

NOW THEREFORE, the Board of Directors of Creekside Landing Homeowners Association, Inc. does hereby adopt this Resolution in order to adopt the following due process procedures:


1. When a violation of the Declaration, Articles of Incorporation, Bylaws, Board Resolutions, Architectural Guidelines, Rules and Regulations and/or any amendments and supplements thereto ("Governing Documents") is either observed by or reported to the Board of Directors or the Association's Manager, the Owner will be issued a written warning or "cease and desist" letter upon notice of the violation. This notice will state the nature of the violation, the action required to abate or cure the violation, a reasonable time to cure the violation and the Board's authority to impose sanctions for failure to abate or correct the violation, after an opportunity to be heard.
2. In the event the Owner cures or abates the violation within the time frame stated in the written warning, this rule and regulation hereby notifies Owners that the Board of Directors may, in its sole discretion, consider any repeat of the same violation within the next twelve (12) months a continuing violation of the noticed violation and may schedule a due process hearing without further written warnings as provided in Rules 4 and 5 below.
3. If the violation is of a non-continuing, single occurrence, nature, the Board may, in its sole discretion, schedule a due process hearing without any or further written warnings other than the due process hearing notice provided for in Rules 4 and 5 below.
4. If the violation is not cured within the time frame set forth in the written warning, or if the violation is of a non-continuing, single occurrence, nature, notice that a due process hearing has been scheduled will be issued. The hearing notice will contain the time, date and location of the due process hearing and identify the official body to preside over the hearing.
5. Notice of the due process hearing shall, at least fourteen (14) days in advance thereof, be hand delivered or mailed by registered or certified United States mail, return receipt requested, to such Owner at the Unit address as well as any alternate address upon the books and records of the Association and shall be delivered as may otherwise be required for notices of meetings of the Association. The Owner shall be advised that an attorney may be present to represent the Owner at the due process hearing.
6. The due process hearing shall be conducted by at least three (3) Members of the Board of Directors.
7. Failure of an Owner to attend the scheduled due process hearing shall not waive the Board's right to continue to hold the due process hearing and the Board shall have the authority to charge the Owner for an occurrence or continuing occurrence of the noticed violation.

8. If the Board finds the Owner to be in violation, charges may be assessed in an amount not to exceed fifty (\$50.00) dollars for a single offense or ten (\$10.00) dollars per day for a violation of a continuing nature until the violation is cured or, if the violation is not cured, for a period not to exceed ninety (90) days. Such charge(s) shall be treated as a lien against said Owner's Lot and shall have the same force and effect as if the charge was a part of the Common Expense attributable to such Owner.
9. The Board of Directors may, in its sole discretion, consider any repeat of the same violation within the next twelve (12) months a continuing violation of the violation for which the due process hearing was held and may schedule a due process hearing without further written warnings as provided in Rules 4 and 5 above.
10. The due process hearing result shall be mailed by registered or certified mail, return receipt requested, to the Owner at the address of record with the Association within seven (7) days of the due process hearing.
11. Any Owner found to be in violation shall be responsible for all attorney's fees, administrative costs, and court costs that may result in the enforcement of the Association's Governing Documents. Such fees and costs may be adopted, imposed and enforced by Rule and Regulation of the Association.


IN WITNESS WHEREOF the Board of Directors of Creekside Landing Homeowners Association, Inc. has set their hands on this 30th day of MARCH, 2007.



Director



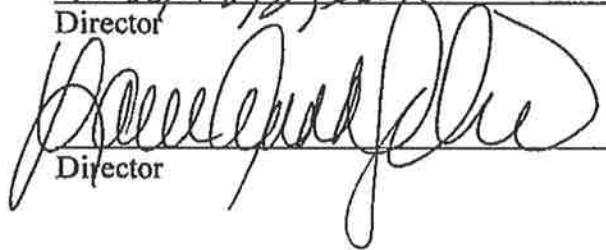
Director



Director



Director



Director

Declaration-CC&Rs
Creekside Landing Homeowners Association, Inc

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CREEKSIDE LANDING

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS ("this Declaration") is made this 1st day of May, 2003 CENTEX HOMES, a Nevada general partnership ("Developer"), and Mid-Atlantic Holdings, LLC, a Virginia limited liability company [Developer and Mid-Atlantic named herein as "Grantor" for purposes of recording].

RECITALS

Developer and Mid-Atlantic are the owners of certain real estate in the County of York, Virginia, on which it intends to create a planned community to be generally known as "Creekside Landing." In order to provide for the preservation and enhancement of property values and the maintenance and care of certain amenities within the community, Developer and Mid-Atlantic desire to subject the real estate described in Exhibit A, together with such additions thereto as may be made in the manner hereinafter provided, to the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which are for the benefit of the community and the owners within the community. Developer has purchased 48.362 acres from Mid-Atlantic and has the remainder of the real estate described in Exhibit A under contract for purchase. Mid-Atlantic hereby consents and agrees to the terms of this Declaration.

NOW, THEREFORE, Developer hereby declares that the real estate described in Exhibit A hereto, and such additions thereto as may hereafter be made pursuant to Article II (but as to such additions, subject to any additions, deletions and modifications to the provisions of this Declaration as are made pursuant to Section 2.2), is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, as the same may be amended, modified, supplemented or restated from time to time.

ARTICLE I
DEFINITIONS

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

Section 1.2. "Annual Assessment" shall have the meaning set forth in Section 5.2 of this Declaration.

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

Section 1.4. "Articles" means the Articles of Incorporation of Creekside Landing Homeowners Association, Inc., as the same may be amended from time to time.

Section 1.5. "Association" means the Creekside Landing Homeowners Association, Inc., a Virginia nonstock corporation, its successors and assigns.

Section 1.6. "Bylaws" means the Bylaws of Creekside Landing Homeowners Association, Inc., as the same may be amended from time to time.

Section 1.7. "Clerk's Office" means the Clerk's Office of the Circuit Court of the City of Williamsburg and the County of York, Virginia.

Section 1.8. "Common Area" means (i) real estate and or easements specifically designated as "Common Area" or "Common Area Easement" on recorded plats of the Properties, in any Supplemental Declaration or in any amendment to this Declaration or in any other instrument executed by Developer and recorded in the Clerk's Office; (ii) the portions of the Properties, if any, designated as "Open Space," "buffer zones," "scenic easements," "conservation areas," "landscape easement" and "BMP" or similar purposes on recorded plats of the Properties and conveyed (by deed, plat dedication or easement) to and accepted by the Association; and (iii) all other real property easements, and improvements or facilities now or hereafter owned by the Association which are intended to be devoted to the common use and enjoyment of the Owners. The Common Area includes or may in the future include, without limitation, entrance signs and entry features, landscaping easements, certain fencing, medians located within or adjacent to streets within the Properties, certain parks and open space areas, swimming pool and related facilities, one or more storm water detention ponds or "BMP's", areas set aside for pedestrian paths and other recreational facilities intended to be used by the Owners.

Section 1.9. "Declaration" means this Declaration of Protective Covenants and Restrictions, as the same may from time to time be supplemented or amended.

Section 1.10. "Developer" means Centex Homes, a Nevada general partnership, and its successors as "Developer" of the Properties to whom Centex Homes has assigned its rights hereunder by instrument recorded in the Clerks' Office as provided in Section 9.11.

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

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

Section 1.13. "Improvement" shall have the meaning set forth in Section 6.2 of this Declaration.

Section 1.14. "Lot" means any lot which is shown on a recorded subdivision plat of all or a portion of the Properties (or any subsequently recorded subdivision plat) and on which is constructed or is to be constructed a single family, detached residence. The term "Lot" shall not include any portion of the Properties which at the time in question is not included in a recorded

subdivision plat, nor shall "Lot" include Common Areas, private streets or property dedicated to and accepted by a public authority.

Section 1.15. "Member" means every person or entity who holds membership in the Association.

Section 1.16. "Owner" means the record holder, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.17. "Properties" means all property currently subjected to this Declaration, together with such other real property as may from time to time be subjected in whole or in part to this Declaration by Developer pursuant to Article II hereof as and when such other real property is subjected.

Section 1.18. "Supplemental Declaration" shall have the meaning set forth in Section 2.3 hereof.

Section 1.19. "Virginia Code" shall mean the Code of Virginia (1950), as in effect on the first date of recordation of this Declaration and as amended from time to time thereafter. Except as otherwise expressly permitted herein, if any sections of the Virginia Code referred to in this Declaration are hereafter repealed or recodified, each such reference shall be deemed to apply to the section of the Virginia Code that is the successor to the previous section referred to herein, or, if there is no successor section, such reference shall be interpreted as if the section had not been repealed.

Section 1.20. "Zoning Ordinance" means the Zoning Ordinance adopted by Board of Supervisors of York County, Virginia, as may hereafter be amended, including all special zoning applicable to the Properties and any proffered conditions incorporated therein, together with all other zoning ordinances, rules and regulations applicable to the Properties. If the Zoning Ordinance or any other applicable ordinances, rules and regulations in effect on the first date of recordation of this Declaration are subsequently repealed, amended or supplemented in any respect or if any variances or waivers are subsequently granted with respect thereto, the term "Zoning Ordinance" when used in interpreting or applying this Declaration at any point in time shall mean the Zoning Ordinance and such other ordinances, rules and regulations as they have been repealed, amended, supplemented, varied or waived as of such point in time.

ARTICLE II ADDITIONS TO THE PROPERTIES

Section 2.1. Additional Area. The real estate which is subject to this Declaration as of the date of its recordation in the Clerks' Offices is described in Exhibit A hereto. Developer contemplates the extension of this Declaration to the real estate described in Exhibit B hereto or portions thereof and the possible extension of this Declaration to other real estate owned or subsequently acquired by Developer (collectively, the "Additional Area"). However, Developer shall not be obligated to bring all or any part of the Additional Area within the scheme of

development established by this Declaration, and no negative reciprocal easement shall arise out of this Declaration so as to benefit or bind any portion of the Properties or the Additional Area until such portion of the Additional Area is expressly subjected to the provisions of this Declaration in accordance with Section 2.2 below and then such portion of the Additional Area shall be subject to any additions, deletions and modifications as are made pursuant to Section 2.2.

Section 2.2. Right to Subject Additional Area to Declaration. Developer reserves the right, at its discretion, at such time or times as it shall determine on or before May 1, 2009, to subject the Additional Area, or such portions thereof as developer shall determine, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining, to the provisions of this Declaration in whole or in part. Any portion of the Additional Area which is not, on or before May 1, 2009, subjected to the provisions of this Declaration in whole or in part pursuant to this Section 2.2 and thereby constituted a part of the "Properties," shall cease to be Additional Area. Each of the additions authorized pursuant to this Section 2.2 shall be made by Developer's recordation in the Clerk's Office of an appropriate instrument describing the portion(s) of the Additional Area subjected to this Declaration. Each such instrument may contain such additions, deletions and modifications to the provisions of this Declaration as may be desired by Developer. However, no negative reciprocal easement shall arise out of any additions, deletions or modifications to this Declaration made in the instruments which subject the Additional Area to this Declaration except as to the real estate expressly subject to such additions, deletions and modifications. The foregoing notwithstanding, if Developer desires to subject all or any portion of any of the Additional Area not described in Exhibit B hereto, such action will require the approval of the Veterans Administration prior to the annexation of such Additional Area.

Section 2.3. Supplemental Declarations. In addition to subjecting the Additional Area to this Declaration as provided in Section 2.2, Declarant may, in its discretion, execute and record one or more supplemental declarations (each a "Supplemental Declaration") for the purpose of establishing certain additional or different covenants, easements and restrictions (including without limitation a different level of assessments) applicable to a specific Lot or certain specified Lot(s). However, no negative reciprocal easement shall arise out of any Supplemental Declaration so as to bind any real property not expressly subjected thereto.

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

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

Section 2.6. Withdrawal. Provided no Lot within the property subjected to this Declaration by its applicable Supplemental Declaration has been conveyed to an Owner, Developer shall have the right, in its sole discretion, to remove from the Properties any portion thereof by recording in the applicable Clerk's Office an appropriate instrument describing the portion(s) to be removed from the Properties.

Section 2.7. Master Plan. The existence of a master plan for the Properties as part of the Zoning Ordinance or as used by Developer in developing and/or selling the Properties, and Lots therein shall not be deemed to constitute a representation by Developer that the real estate shown thereon shall be developed as depicted on the master plan, and the master plan may be amended from time to time in the sole discretion of Developer with the consent (to the extent required) of the County of York, Virginia.

ARTICLE III OWNERS ASSOCIATION

Section 3.1. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Upon the recordation of a deed to a Lot, the membership of the selling Owner shall cease and the purchasing Owner shall become a member of the Association.

Section 3.2. Class of Membership. The Association shall have one class of voting membership:

Class A. All Owners of Lots, including Developer as to Lots owned by Developer, shall be Class A members.

Section 3.3. Voting Rights.

(a) Each Class A member including Developer, shall be entitled to cast one vote for each Lot owned.

Section 3.4. Suspension of Voting Rights. The Board of Directors of the Association may suspend the voting rights of any Member subject to assessment under this Declaration during the period when any such assessment shall be delinquent, but upon payment of such assessment the voting rights of such Member shall automatically be restored.

Section 3.5. Articles and Bylaws to Govern; Property Owners' Association Act. Except to the extent expressly provided in this Declaration, all the rights, powers and duties of the Association and the Members, including the Members' voting rights, shall be governed by the Articles and the Bylaws. The Articles provide, among other things, that the Declarant shall

appoint the members of the Board of Directors until the Period of Developer Control terminates. The Period of Developer Control terminates on the earlier of (i) the date on which Developer ceases to own twenty-five percent (25%) or more of the land (including undeveloped Lots) lying within Creekside Landing and the Additional Area described in Exhibit B, (ii) the date on which Developer executes and records in the Clerks' Offices an amendment to this Declaration terminating the Period of Developer Control, or (iii) on May 1, 2009. However, in the event of any conflict or inconsistency between the provisions of this Declaration or any Supplemental Declaration and the provisions of the Articles or Bylaws, this Declaration and all Supplemental Declarations (to the extent applicable) shall control. In addition to all of the rights, powers and duties of the Association provided in this Declaration, the Association shall have all of the rights, powers and duties provided in the Property Owners' Association Act, Section 55-508 et seq. of the Virginia Code, as the same may be amended from time to time. Except as expressly provided otherwise by applicable law, all remedies provided to the Association by the Property Owners' Association Act shall be in addition to the remedies set forth in this Declaration.

ARTICLE IV COMMON AREA

Section 4.1. Obligations of the Association. The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for the maintenance, management, operation and control, for the benefit of the Members, of the Common Area conveyed, reserved or dedicated to or for the benefit of the Association and all improvements thereon (including fixtures, personal property and equipment related thereto) and shall keep the Common Area and the improvements thereon in accordance with the requirements of the Zoning Ordinance, this Declaration and any applicable Supplemental Declaration, and the Association shall keep the same in good, clean and attractive condition, order and repair.

The Association shall be responsible for the management, control and maintenance of all street intersection signs (to the extent not maintained by the County of York), direction signs, plantings, street lights, entrance features and/or "theme areas," lighting, stone, fencing, wood or masonry wall features and/or related landscaping and pedestrian paths erected, installed or planted in the Common Areas by the Developer or the Association, for the benefit of the Members or the Association; provided such items are not maintained by the York County or the Virginia Department of Transportation at its expense and are located within Common Areas.

Section 4.2. Owners' Rights of Enjoyment and Use of Common Areas. Subject to the provisions of this Declaration and any applicable Supplemental Declaration and the Articles and Bylaws, every Owner shall have a right of enjoyment in and to the Common Areas which right of enjoyment shall be appurtenant to and shall pass with the title to every Lot. The Common Areas shall be used by Owners only for the purpose or purposes for which they may have been improved by Developer or the Association and subject to any applicable restrictions in the Zoning Ordinance. Any Common Area which has not been improved for a particular use is intended to remain in its natural condition until so improved, and any use thereof by an Owner shall not damage or disturb such natural condition or the enjoyment thereof by other Owners.

Section 4.3. General Limitations on Owners' Rights. The Owners' rights of enjoyment in the Common Areas shall be subject to the following:

(i) the right of the Association to establish reasonable rules and regulations and to charge reasonable admission and other fees for the use of the Common Areas;

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

(iii) the right of the Association to suspend the right of an Owner to use or benefit from any of the Common Areas for any period during which any other violation by the Owner of this Declaration, a Supplemental Declaration or the rules promulgated by the Association pursuant to this Declaration remains uncorrected after the last day of a period established for correction by the Association (such period to be stated in a notice to the Owner together with a statement of the violation complained of and the manner of its correction) and for not more than sixty (60) days after such correction;

(iv) subject to the Bylaws, the right of the Association to mortgage any or all of the Common Areas for the purpose of making improvements or repairs thereto;

(v) subject to the Bylaws, the right of Developer or the Association to grant utility easements across the Common Areas as provided in Section 8.1;

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

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

Section 4.4. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area to members of his family living on his Lot and to his guests, and he may transfer such right to his tenants, subject to such rules and regulations and fees as may be established from time to time by the Association.

Section 4.5. Damage or Destruction of Common Area by Owner. In the event any Common Area or improvement thereon is damaged or destroyed by an Owner, his tenants, guests, licensees, agents or members of his family, the Association may repair such damage at the Owner's expense. The Association shall repair such damage in a good and workmanlike manner in conformance with the original plans and specifications of the area or improvement involved, or as the Common Area or improvement may have been theretofore modified or altered by the Association, in the discretion of the Association. The cost of such repairs shall become a special assessment on the Lot of such Owner and shall constitute a lien on such Owner's Lot and be collectible in the same manner as other assessments set forth herein.

Section 4.6. Rights in Common Areas Reserved by Developer. Until such time as Developer conveys a parcel of real estate constituting Common Area as the case may be, to the Association, Developer, shall have the right as to that parcel, but not the obligation, (i) subject to the provisions of Article VI hereof, to construct such improvements thereon as it deems appropriate for the common use and enjoyment of Owners, and (ii) to use the Common Area for other purposes not inconsistent with the provisions of this Declaration. Until such time as Developer conveys a parcel of real estate constituting Common Area, as the case may be, to the Association, Developer, shall maintain such Common Area in neat condition and repair, including mowing and removing underbrush and weeds.

Section 4.7. Title to Common Area. Developer may retain legal title to the Common Area as the case may be, or portions thereof, but notwithstanding any provision herein to the contrary, Developer shall convey each Common Area to the Association, in a condition acceptable to the Association, free and clear of all liens but subject to this Declaration and all other easements, conditions and restrictions of record at such time as such improvements are completed and in a condition acceptable to the Association. The Developer shall convey the Common Areas to the Association no later than two (2) years following the designation of the Common Areas on a recorded plat or such other instrument as may be recorded in the land records of York County. Regardless of whether the Common Areas actually have been conveyed by the Developer, Owners and the Association shall have all the rights and obligations imposed by this Declaration, any Supplemental Declaration, the Articles and Bylaws with respect to the Common Areas from and after the date such Common Areas are designated as such by recordation of an appropriate instrument in the Clerk's Office. The Association shall be liable from the date a deed or deeds to such Common Area is recorded in the Clerk's Office for payment of taxes, insurance and maintenance costs with respect thereto. Until the Common Areas are conveyed to the Association, Developer shall be liable for payment of taxes, insurance and maintenance costs with respect thereto.

Section 4.8. Veterans Administration Approval. During the Period of Developer Control, Developer shall not do the following without the prior written approval of the Veterans Administration: (i) annex any Additional Area other than described in Exhibit B hereto, (ii) mortgage any Common Areas, (iii) dedicate any Common Areas to general public use, or (iv) consolidate, merge or dissolve the Association.

Section 4.9. Reservation of Rights Regarding Common Area. Certain of the open space, conservation areas, and historic resources may be better suited for ownership by a private, nonprofit organization among whose purposes is the conservation of open space land and/or natural or historic resources. Notwithstanding anything in this Declaration to the contrary, and regardless of whether such areas have previously been designated as Common Areas, Developer reserves for itself, and its successors and assigns, the right, for so long as Developer has the right to add Additional Area to the Properties pursuant to Section 2.2 hereof, to transfer and convey in fee simple such open space, conservation areas, and historic resources as Developer deems in the best interests of such areas to one or more private, nonprofit organizations. Any transfer and conveyance shall comply with the specific criteria set forth in the Zoning Ordinance.

ARTICLE V
ASSESSMENTS

Section 5.1. Creation of the Lien and Personal Obligation for Assessments. Developer, for each Lot owned within the Properties, hereby covenants (subject to Sections 5.5, 5.8, 5.9 and 5.11), and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant to pay to the Association assessments as set forth in this Declaration, any Supplemental Declaration and in the Bylaws, except as provided in Section 5.12 below. The assessments, together with interest thereon, late charges and costs of collection including attorneys' fees, shall be a continuing lien upon the Lot against which each such assessment is made in order to secure payment thereof and shall also be the personal obligation of the party who was the Owner of the Lot at the time the assessment fell due. No Owner may waive or otherwise avoid liability for the assessments provided herein by nonuse of the Common Areas, or abandonment of his Lot. Each assessment that is not paid when due shall bear interest at the rate established by the Association, which rate shall not exceed the maximum rate permitted by applicable law. Each assessment that is not paid within ten (10) days of its due date shall, at the option of the Association, incur a late charge in the amount of twenty dollars (\$20.00) or as may be otherwise established from time to time by resolution duly adopted by the Board of Directors of the Association.

Section 5.2. Purpose of Assessments. The assessments levied by the Association shall be used for the management, maintenance, improvement, care, operation, renovation, repair and replacement of the Common Areas and improvements thereon and other property owned or acquired by the Association of whatsoever nature, for the furnishing of certain services benefiting the Lots as more particularly described in Section 5.3 below, for the discharge of all taxes and other levies and assessments against the Common Areas and improvements thereon and other property owned or acquired by the Association, for the procurement of insurance by the Association in accordance with the Bylaws, for the establishment of reserves with respect to the Association's obligations, for the discharge of such other obligations as may be imposed upon or assumed by the Association pursuant to its Articles or Bylaws or this Declaration or any Supplemental Declaration, and for such other purposes as may be authorized by or pursuant to the Articles or Bylaws.

Section 5.3. Annual Assessments. "Annual Assessments" shall mean "General Assessments."

General Assessments.

1. Purpose. "General Assessments" shall mean those assessments used for the general purposes set forth in Section 5.2 above.

2. Basis. The General Assessments shall be established and increased or decreased from time to time by the Board of Directors of the Association pursuant to the Bylaws.

Section 5.4. Special Assessments. In addition to the General Assessments, the Board of Directors of the Association may levy a periodic special assessment if the purpose in doing so is found by the Board of Directors to be in the best interest of the Association and the proceeds of such assessment are used primarily for the maintenance and upkeep, including capital expenditures, of the Common Area. If any such special assessment is in an amount greater than the General Assessment, then no such special assessment shall be levied without the approval of a majority of the votes of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose and the approval of Developer during the Period of Developer Control; otherwise, such special assessment may be established by the Board of Directors of the Association without a vote of the membership. Any such special assessment may be rescinded by a majority vote of Members attending a meeting of the Association convened in accordance with the Bylaws within sixty (60) days after receipt of the notice of such special assessment.

Section 5.5. Date of Commencement of Annual Assessments. Subject to Section 5.9, the Annual Assessments provided for herein shall commence as to each Lot on the first day of the month following the recordation of the Declaration or the Supplemental Declaration, as applicable, which subjects such Lot to this Declaration. The first Annual Assessment on a Lot shall be adjusted according to the number of months remaining in the calendar year. Unless the Board of Directors of the Association amends the Bylaws to provide otherwise, the Annual Assessments shall be paid as provided in the Bylaws.

Section 5.6. Effect of Nonpayment of Assessments; Remedies of Association. The lien of the assessments provided for in this Declaration may be perfected and enforced in the manner provided in Section 55-516 of the Virginia Code. A statement from the Association showing the balance due on any assessment shall be prima facie proof of the current assessment balance and the delinquency, if any, due on a particular Lot. The Association may also bring an action at law against any Owner personally obligated to pay the same, either in the first instance or for deficiency following foreclosure, and interest, late charges and costs of collection including attorney's fees shall be added to the amount of such assessment and secured by the assessment lien. The Board of Directors of the Association shall have the power and authority to accelerate all remaining installments of any Annual Assessment in the event any assessment installment is not paid within thirty (30) days of its due date.

Section 5.7. Subordination of Lien to Mortgages. The lien upon each of the Lots securing the payment of the assessments shall have the priority set forth in Section 55-516A of the Virginia Code.

Section 5.8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments and liens created herein: (i) any property used as a sales or leasing center, model, maintenance center or management facility by Developer or for similar purposes; (ii) all properties dedicated and accepted by a public authority; (iii) all Common Areas; and (iv) all properties wholly exempt from real estate taxation by state or local governments upon the terms and to the extent of such legal exemption.

Section 5.9. Annual Budget. The Board of Directors shall adopt an annual budget for each fiscal year, which budget shall provide for the annual level of assessments (including provision for reserves and physical damage insurance deductibles) and an allocation of expenses. There shall be no responsibility for the payment of assessments until after the Board of Directors adopts its initial annual budget.

Section 5.10. Capitalization of Association. Upon the acquisition of record title to a Lot by the purchaser thereof (other than Developer and/or a builder who purchases the Lot for the purpose of constructing a residential dwelling for re-sale), a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in the amount equal to one-quarter of the amount of the Annual Assessment payable on such Lot for that year. This amount shall be deposited in the purchase and sales escrow at settlement and shall be disbursed therefrom to the Association for its reserves.

Section 5.11. Loans by Developer. The Developer shall have the option, but not the obligation, to loan money to the Association on such terms and at such rates as are commercially reasonable to enable the Association to comply with its obligations under this Declaration. Such loan or loans may be in lieu of, or in addition to, loans obtained by the Association from other parties. Any such loan shall be represented and secured by one or more promissory notes of the Association and shall be listed and disclosed as "Loans from Developer" on all annual budgets and year-end financial statements of the Association.

Section 5.12. Annual Assessments Payable by Developer. During the Period of Developer Control, Developer may annually elect either to pay regular assessments on its unsold Lots, or to pay the difference between the amount of assessments collected on all other Lots subject to assessment and the amount of actual expenditures by the Association during the fiscal year (the "Developer Assessment"). Unless Developer otherwise notifies the Board of Directors in writing at least sixty (60) days before the beginning of each fiscal year, Developer shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of such election, the Association shall have a lien against all Lots owned by the Developer to secure Developer's obligations under this paragraph, which lien shall have the same attributes and shall be enforceable in the same manner as the Association's lien against other Lots under this Article. Developer's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

ARTICLE VI ARCHITECTURAL CONTROL AND RESTRICTIONS

Section 6.1. Architectural Review Board. There is hereby established a board (the "Architectural Review Board") for the purpose of reviewing and, as appropriate, approving or disapproving all Plans (hereinafter defined) submitted by Owners, other than Developer, in accordance with this Article VI. The Architectural Review Board shall be composed of three persons, who need not be Members of the Association, from time to time appointed by Developer until 100% of the Properties and the Additional Area have been developed and conveyed to Owners other than builders, or by the Board of Directors of the Association from

and after the date on which Developer delegates this responsibility to the Association by written instrument in recordable form executed by Declarant. The Developer or the Board of Directors, as the case may be, may appoint one alternate member to the Architectural Review Board, which alternate member may vote only in the absence of a regular member. The members of the Architectural Review Board shall serve for such terms as may be determined by Developer or the Board of Directors of the Association, as the case may be. The Developer reserves the right (which may be exercised at any time or from time to time) to delegate certain, but less than all Architectural Review Board responsibilities to the Association, and if Developer exercises this right the Board of Directors may appoint its own review board which satisfies the same criteria as set forth herein for the Architectural Review Board. The Developer appointed Architectural Review Board and authorized architectural review board appointed by the Board of Directors shall be collectively referred to herein for ease of reference as the "Architectural Review Board." References herein to Architectural Review Board shall apply to either or both boards, as applicable.

Section 6.2. Plans to be Submitted. Before commencing the construction, erection, planting or installation, as applicable, of any building, addition, patio, deck, fence, wall, animal pen or shelter, landscaping, exterior lighting, sign, mailbox or mailbox support, improvement or other structure (each of the foregoing being hereinafter referred to as an "Improvement") on any Lot, including any site work in preparation therefor, and before commencing any alteration, enlargement, demolition or removal of an Improvement or any portion thereof in a manner that alters the exterior appearance (including paint color) of the Improvement or of the Lot on which it is situated, each Owner, other than Developer, shall submit to the Architectural Review Board a completed application on the form provided by the Architectural Review Board (the "Application"), a proposed construction schedule and at least three sets of plans and specifications of the proposed construction, erection, installation, alteration, enlargement, demolition or removal, which plans and specifications shall include (unless waived by the Architectural Review Board): (i) a site plan showing the size, location and configuration of all Improvements, including driveways and landscaped areas, and all setback lines, buffer areas and other features required under the Zoning Ordinance or the guidelines adopted by the Architectural Review Board, (ii) as to Improvements initially constructed on a Lot, landscaping plans showing the trees to be removed and to be retained and shrubs, plants and ground cover to be installed, (iii) architectural plans of the Improvements showing exterior elevations, construction materials, exterior colors, driveway material, (iv) a sediment and erosion control plan, and (v) a tree protection plan and such other information as the Architectural Review Board in its discretion shall require (collectively, the "Plans"). The Architectural Review Board may, in its sole discretion, waive the requirement that any or all of the required Plans be submitted in a particular case where it determines such Plans are not necessary to properly evaluate the Application. The Architectural Review Board shall not be required to review any Plans unless and until the Application has been submitted in completed form with the proposed construction schedule and the Plans contain all of the required items. The Application, Plans and the proposed construction schedule must be submitted to the Architectural Review Board at the address of Developer in the same manner as notices are to be sent to Developer pursuant to Article XII, for so long as all members of the Architectural Review Board are appointed by Developer, and thereafter the Application, Plans and the proposed construction schedule may be

submitted to the Architectural Review Board at the address of the Association in the same manner as notices are to be sent to the Association pursuant to Article XII.

Section 6.3. Consultation with Architects, etc.; Administrative Fee. In connection with the discharge of its responsibilities, the Architectural Review Board may engage or consult with architects, engineers, planners, surveyors, attorneys and others. Any person seeking the approval of the Architectural Review Board agrees to pay all fees thus incurred by the Architectural Review Board and further agrees to pay an administrative fee to the Architectural Review Board in such amount as the Architectural Review Board may from time to time reasonably establish. The payment of all such fees is a condition to the approval or disapproval by the Architectural Review Board of any Plans, and the commencement of review of any Plans may be conditioned upon the payment of the Architectural Review Board's estimate of such fees.

Section 6.4. Approval of Plans. The Architectural Review Board shall not approve the Plans for any Improvement that would violate any of the provisions of this Declaration or of any Supplemental Declaration applicable thereto. In all other respects, the Architectural Review Board may exercise its sole discretion in determining whether to approve or disapprove any Plans, including, without limitation, the location of any Improvement on a Lot.

Section 6.5. No Structures to be Constructed, etc. Without Approval. Except with respect to those Improvements constructed by or on behalf of Developer, no Improvement shall be constructed, erected, installed or maintained on any Lot, nor shall any Improvement be altered, enlarged, demolished or removed in a manner that alters the exterior appearance (including paint color) of the Improvement or of the Lot on which it is situated, unless the Application, Plans and construction schedule therefor have been approved by the Architectural Review Board. After the Application, Plans and Construction Schedule therefor have been approved, all Improvements shall be constructed, erected, installed, maintained, altered, enlarged, demolished or removed strictly in accordance with the approved Plans. Upon commencing the construction, erection, installation, alteration, enlargement, demolition or removal of an Improvement, all of the work related thereto shall be carried on with reasonable diligence and dispatch and in accordance with the construction schedule approved by the Architectural Review Board.

Section 6.6. Guidelines May Be Established. The Architectural Review Board may, in its discretion, establish guidelines and standards to be used in considering whether to approve or disapprove Plans. However, nothing contained in this Declaration shall require the Architectural Review Board to approve the Plans for Improvements on a Lot on the grounds that the layout, design and other aspects of such Improvements are the same or substantially the same as the layout, design and other aspects of Improvements approved by the Architectural Review Board for another Lot.

Section 6.7. Limitation of Liability. The approval by the Architectural Review Board of any Plans, and any requirement by the Architectural Review Board that the Plans be modified, shall not constitute a warranty or representation by the Architectural Review Board of the adequacy, technical sufficiency or safety of the Improvements described in such Plans, as the same may be modified, and the Architectural Review Board shall have no liability whatsoever

for the failure of the Plans or the Improvements to comply with applicable building codes, laws and ordinances or to comply with sound engineering, architectural or construction practices. In addition, in no event shall the Architectural Review Board have any liability whatsoever to an Owner, a contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the Architectural Review Board's approval, disapproval or conditional approval of any Plans.

Section 6.8. Other Responsibilities of Architectural Review Board. In addition to the responsibilities and authority provided in this Article VI, the Architectural Review Board shall have such other rights, authority and responsibilities as may be provided elsewhere in this Declaration, in any Supplemental Declaration and in the Bylaws.

Section 6.9. Homes on Schooner Boulevard. All homes constructed on Lots facing Schooner Boulevard between West Queens Drive and Corvette Drive must be constructed with a minimum of fifty percent brick veneer on the front of the home.

Section 6.10. Corner Lots on Schooner Boulevard. All homes constructed on corner Lots along Schooner Boulevard must be constructed with side-loaded garages.

Section 6.11. Foundations. All homes throughout the entire development must be constructed with complete brick veneer foundations on all faces of the home.

Section 6.12. Minimum Square Footage and Price. All homes constructed on Lots thirteen (13) through and including seventy-eight (78) and lot one hundred seventy-six (176) must be constructed with a minimum living space of two thousand six hundred (2600) square feet and have an initial minimum base price of two hundred forty thousand dollars (\$240,000).

ARTICLE VII USE OF PROPERTY

Section 7.1. Protective Covenants.

(a) 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 or on the Common Area or any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of his or her Lot which could reasonably cause embarrassment, discomfort, or annoyance to other Owners, and the Board of Directors shall have the power to make and to enforce reasonable rules in furtherance of this provision.

(b) Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit the vacating of boundaries between adjacent Lots to create a bigger Lot, deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments. The vacation of a boundary line between two Lots to create one bigger Lot shall require the prior

written consent of the ARB, which consent the ARB may grant or withhold in its sole and absolute discretion. If the vacation of a boundary line between two Lots occurs, the Owner of the newly created bigger Lot shall continue to pay assessments based on the original two Lots.

(c) Rules. From time to time the Board of Directors may adopt general rules, including but not limited to rules to regulate potential problems relating to the use of Properties and the well-being of Members, such as the definition of nuisances, keeping of animals, storage and use of all vehicles, storage and use of machinery, use of outdoor drying lines, antennas, satellite dishes, signs, trash and trash containers, restrictions on sprinkler and irrigation systems, private irrigation wells and uses of lakes, water bodies and wetlands, maintenance and removal of vegetation on the Properties and the type and manner of application of fertilizers or other chemical treatments to the Properties in accord with non-point source pollution control standards (collectively, the "Rules"). All such Rules and any subsequent amendments thereto shall be binding on all Members and occupants of the Properties, including their tenants, guests and invitees, except where expressly provided otherwise in such Rule. Such Rules as adopted from time to time are herein incorporated by reference and shall be as binding as if set forth herein in full; provided, however, that in the event of a conflict between any provision(s) in the Rules and the Governing Documents, the provision(s) set forth in the Governing Documents shall control.

(d) Exceptions. In certain special circumstances, the Board of Directors may issue variances exempting a particular Lot from any of the provisions of this Article VII.

(e) Irrigation. Subject to the rights retained by Developer in Section 8.7, no sprinkler or irrigation system of any type which draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties, except for those which draw on County water or wells which are authorized by the County, shall be installed, constructed or operated within the Properties except for the irrigation system installed by Developer and maintained, repaired and replaced by the Association in accordance with its obligations hereunder; provided, however, this paragraph shall not apply to the Developer, and may not be amended without Developer's written consent so long as Developer has the right to add property in accordance with Article II.

(f) Alteration of Grade. Except for the grading work performed on the Properties by the Developer, there shall be no altering and/or regrading of the established grade of any Lot or Common Area without the prior written approval of the Developer (for so long as the Developer owns any Lots and/or Additional Area) and the Architectural Review Board. All berms, swales and drainage channels created by Developer shall be deemed to be a part of the grading of all Lots and Common Areas.

(g) Permitted Uses. Except as otherwise provided in the Governing Documents (including without limitation any applicable Supplemental Declaration), no Lot shall be used for other than residential purposes except as designated by the Developer or as set forth below. Nothing in the Governing Documents shall be construed to prohibit the Developer or its designees from using any Lot owned by the Developer (or any other Lot with the permission of the Owner thereof) or any portion of the Common Area for promotional, marketing, display or customer service purposes (such as a visitors' center) or for the settlement of sales of Lots.

Further, the Developer specifically reserves the right to operate a construction office or a rental, brokerage and management office at any time on Lots owned or leased by the Developer (or any other Lot with the permission of the Owner thereof) and on any portion of the Common Area, to the extent permitted by law. The Developer may assign its rights under this section to or share such rights with one or more other persons, exclusively, simultaneously or consecutively with respect to the Common Area and Lots owned or leased by the Developer or such persons.

(h) Hazardous Uses; Waste. Nothing shall be done or kept on the Properties which will increase the rate of insurance applicable for permitted uses for the Common Area or any part thereof without the prior written consent of the Board of Directors, including, without limitation, any activities which are unsafe or hazardous with respect to any person or property. No person shall permit anything to be done or kept on the Properties which will result in the cancellation of any insurance on the Common Area or any part thereof or which would be in violation of any law, regulation or administrative ruling. No vehicle of any size which transports inflammatory or explosive cargo may be kept or driven on the Properties at any time. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, toxic wastes and other environmental contaminants (collectively, the "Hazardous Materials"). No Owner shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about such Owner's Lot, the Common Area or any portion of the Properties, or transport to or from any portion of the Properties any Hazardous Materials except in compliance with the Environmental Laws. No waste shall be committed on the Common Area.

(i) Lawful Use. No improper, offensive or unlawful use shall be made of the Properties or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Properties shall be complied with, by and at the sole expense of the Owner, the Association or the Developer, whichever shall have the obligation for the upkeep of such portion of the Properties, and, if the Association, then the cost of such compliance shall be included in the General Assessment or Limited Common Expense Assessment, as appropriate.

(j) Emissions. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere except for normal residential chimney emissions, no production, storage or discharge of Hazardous Materials on the Properties or discharges of liquid, solid wastes or other environmental contaminants into the ground or any body of water, if such emission, production, storage or discharge may adversely affect the use or intended use of any portion of the Properties or may adversely affect the health, safety or comfort of any person.

(k) Noise. No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Properties, nor shall any person permit or engage in any

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activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Properties.

(l) Obstructions. No person shall obstruct any of the Common Area or otherwise impede the rightful access of any other person on any portion of the Properties upon which such person has the right to enter. No person shall place or cause or permit anything to be placed on or in any of the Common Area without the approval of the Board of Directors of the Association. Nothing shall be altered or constructed in or removed from the Common Area except with the proper written approval of the Board of Directors.

(m) Association Property. The Common Area shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Lots. The improvements located on the Common Area shall be used only for their intended purposes. Except as otherwise expressly provided in the Governing Documents, no Owner shall make any private, exclusive or proprietary use of any of the Common Area without the prior written approval of the Board of Directors and then only on a temporary basis.

(n) Mining. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth except with the prior written approval of the Board of Directors.

(o) Signs. Except for such signs as may be posted by the Developer for promotional or marketing purposes or by the Association, no signs of any character shall be erected, posted or displayed in a location that is visible from the Common Area, or any other Lot, except as otherwise expressly permitted in the Rules and/or the guidelines adopted from time to time by the Board of Directors and/or the Architectural Review Board.

(p) Trash. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials, garbage, or trash of any other kind shall be permitted on any Lot. Trash containers shall not be permitted to remain in public view from the Common Area, any street or another Lot except on days of trash collection. Trash containers and refuse disposal systems must be maintained and stored in the garage of the dwelling located on the Lot. Trash, leaves and other materials shall not be burned in violation of local ordinances. No incinerator shall be kept or maintained upon the Properties without the prior written approval of the Board of Directors. All trash collection and removal shall be in accordance with the Rules.

(q) Landscaping; Sight-lines. No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets. Pavement, plantings and other landscape materials shall not be placed or permitted to remain upon any Lot: (i) if such materials may damage or interfere with any easement for the installation or maintenance of utilities; (ii) in violation of the requirements of such easements; (iii) unless in conformity with public utility standards; or (iv) if such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. No water pipe, sewer pipe,

gas pipe, drainage pipe, television cable, electrical wire, or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground.

(r) Vegetation. No trees of any kind and no live vegetation may be cut without prior approval of the Architectural Review Board. The Board of Directors may set rules for cutting of trees to allow for selective clearing or cutting.

(s) Temporary Structures. No structure of a temporary character, such as, by way of illustration and not limitation, trailers, tents, shacks, barns, pens, kennels, runs, stables, sheds not anchored on foundations or other temporary accessory buildings shall be erected, used or maintained on any Lot except in connection with construction activities. The guidelines adopted by the Architectural Review Board, from time to time, may contain further limitations with respect to permanent accessory structures, if any, which may be erected, used or maintained on any Lot.

(t) Fences. Except for any fence installed by the Developer or the Association, no fence shall be installed within the Properties other than those approved by the Architectural Review Board.

(u) Vehicles. Except in connection with construction activities, no trucks, trailers, campers, recreational vehicles, boats or other large vehicles, including grounds maintenance equipment, may be parked on any portion of the Common Area, or any portion of a Lot visible from the Common Area, or any other Lot or on any public right-of-way within or adjacent to the Properties, unless expressly permitted by the Board of Directors and only in such parking areas or for such time periods (if any) as may be designated for such purpose. Parking of all such vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in garages or screened enclosures approved by the Architectural Review Board or in areas, if any, designated in the Rules. All vehicles must be parked so as not to impede traffic or damage vegetation. No junk or derelict vehicle or other vehicle on which current registration plates and current city and state inspection permits are not displayed shall be kept upon any portion of the Common Area, or any portion of a Lot visible from the Common Area, or another Lot. Vehicle repairs and storage of vehicles are not permitted, except in accordance with the Rules; provided, however, that noncommercial repair of vehicles is permitted within enclosed structures. All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on community trails, pathways or unpaved portions of the Common Area, except such vehicles as are authorized by the Board of Directors as needed to maintain, repair, or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets, and alleys constructed on the Common Area.

(v) Timeshares. No Lot shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly, or any other type of revolving or periodic occupancy by multiple Owners, cooperators, licensees, or timesharing participants.

(w) Professional Offices. No Lot containing a dwelling unit shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose; provided, however, that an Owner may maintain a home occupation as permitted by the County of York and may maintain an office in the dwelling constructed on such Owner's Lot if (i) such occupation or office generates no significant number of visits (as determined by the Board of Directors) by clients, customers or other persons related to the business, (ii) no equipment or other items related to the business are stored, parked or otherwise kept on such Owner's Lot or the Properties outside of an approved enclosure, and (iii) such Owner has obtained approvals for such use as may be required by the County of York, Virginia. As a condition to such use, the Board of Directors may require the Owner to pay any increase in the rate of insurance or other costs for the Association which may result from such use.

(x) Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon the Common Area, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) without the approval of the Board of Directors, is permitted, subject to such limitations and restrictions as may be set forth in the Rules (including, but not limited to restrictions on the number of pets that may be kept on any Lot); 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 may be permanently removed from the Properties upon ten (10) days written notice from the Board of Directors. Pets shall not be permitted upon the Common Area unless accompanied by someone who can control the pet and unless carried or leashed. Pet droppings shall be removed contemporaneously by the Owner of the pet. Any Owner who keeps or maintains any pet upon any portion of the Properties agrees to indemnify and hold the Association, each Owner and the Developer free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Properties. All pets shall be registered and inoculated as required by law.

(y) Clothes Drying Equipment. No clotheslines or other clothes drying apparatus shall be permitted outside of an enclosed structure on any Lot, unless approved in writing by the Architectural Review Board. No portion of a Lot shall be used for the drying or hanging of laundry unless such laundry is adequately screened from public view.

(z) Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes, if any shall be permitted according to specific criteria adopted by the Architectural Review Board.

(aa) Lighting. No exterior lighting shall be directed outside the boundaries of any Lot.

(bb) Pools. No above-ground swimming pool shall be erected or maintained on any Lot.

(cc) Construction Activities. This section shall not be construed as forbidding any work involved in the construction or maintenance of any portion of the Properties so long as

such work is undertaken and carried out (i) with the minimum practical disturbance to persons occupying other portions of the Properties; (ii) in such a way as does not violate the rights of any person under other provisions of this Declaration; and (iii) in accordance with all applicable restrictions in the Rules, any architectural guidelines, the resolutions of the Board of Directors and the other provisions of this Declaration. The Architectural Review Board may approve temporary structures for construction purposes which may otherwise be in violation of the Governing Documents or the Rules.

(dd) Leasing. No dwelling unit located on a Lot or any portion thereof shall be used or occupied for transient or hotel purposes or in any event leased for an initial period of less than twelve (12) months. No portion of any dwelling unit (other than the entire dwelling unit) shall be leased for any period. No Owner shall lease a Lot other than on a written form of lease: (1) requiring the lessee to comply with the Governing Documents and the Rules; and (2) providing that failure to comply with such documents constitutes a default under the lease.

(ee) Archaeological Finds. Subject to applicable state and federal law regarding archaeological finds, all archaeological materials found within the Properties belong to the Association. Upon discovery of archaeological materials during periods of construction or otherwise, the Owner of a Lot shall immediately notify the Board of Directors and cease construction activity. The Board of Directors shall have ten (10) days to notify the Owner if it intends to exercise the Association's right under this section. Thereafter, the Board of Directors shall have a period of sixty (60) days to remove the archaeological materials without compensation to the Owner for the archaeological materials, the use of the Lot or delay in construction. The Association shall not be obligated to remove archaeological materials nor be held liable for failure to remove such materials.

(ff) Septic Tanks. No septic tank shall be installed, used, or maintained on any Lot.

(gg) Outbuildings, Detached Garages and Storage Sheds. No outbuildings, detached garages, or storage sheds shall be erected or maintained on any Lot unless approved by the Architectural Review Board. The Architectural Review Board may adopt specific criteria for such structures.

Section 7.2. Maintenance of Property.

(a) Owner Obligation. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, free of debris, all in a manner and with such frequency as is acceptable to the Association and consistent with a first-quality development, any Rules adopted by the Association, and the Architectural Guidelines adopted by the Association.

(b) Reconstruction and Repair. If a building or other major improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or other major improvement to substantially the same condition as the original construction, or (ii) by clearing away the debris and restoring the site to

an acceptable condition compatible with the remainder of the Properties. Unless the Architectural Review Board permits a longer time period, such work must be commenced within sixty (60) days after the date of the casualty and substantially completed within twelve (12) months after the date of the casualty.

(c) Failure to Maintain. In the event an Owner shall fail to maintain his Lot and the improvements situated thereon as provided herein, the Association, after notice to the Owner and approval of the Board of Directors shall have the right to enter upon such Lot to correct such failure. All costs related to such correction shall become a special assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided herein for non-payment.

Section 7.3. Resales of Lots by Owners Other Than Developer. Upon the acquisition of record title to a Lot from an owner other than Developer or a builder who purchases the Lot for the purpose constructing a residential dwelling for re-sale, an administrative fee in an amount set from time to time by the Board of Directors, which amount shall initially be \$100.00, shall be paid to the Association by or on behalf of the purchaser of the Lot. Such administrative fee shall be deposited in the purchase and sales escrow at settlement and shall be disbursed therefrom to the Association.

Section 7.4. Security. Neither the Association, nor Developer shall be held liable for any loss or damage by reason of failure to provide security or ineffectiveness of security measures undertaken. All Owners, tenants, guests, and invitees of any Owner, as applicable, acknowledge that the Association and Developer, and committees established by any of the foregoing entities, are not insurers and that each Owner, tenant, guest, and invitee assumes all risk or loss or damage to persons, to structures or other improvements situated on Lots, and to the contents of any Improvements situated on Lots and further acknowledge that Developer has made no representations or warranties, nor has any Owner, tenant, guest, or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose relative to any security measures recommended or undertaken.

ARTICLE VIII EASEMENTS

Section 8.1. Utility Easements. Developer reserves perpetual easements, rights and privileges to install, maintain, repair, replace and remove poles, wires, cables, conduits, pipes, mains, pumping stations, siltation basins, tanks and other facilities, irrigation systems and equipment for the conveyance and use of electricity, telephone service, sanitary and storm sewer, water, gas, cable television, drainage and other public conveniences or utilities, upon, in or over those portions of the Properties (including Lots and Common Areas) as Developer, its successors or assigns may consider to be reasonably necessary (the "Utility Easements"). However, after Developer ceases to be the Owner of a Lot, no Utility Easements shall be placed on the portion of such Lot on which is already located a building which was either constructed by Developer or approved by the Architectural Review Board or on which a building is to be located pursuant to Plans approved by the Architectural Review Board or on any portion of a Lot which is not described or shown as an easement area on a recorded subdivision plat or Supplemental

Declaration applicable to such Lot. The Utility Easements shall include the right to cut trees, bushes or shrubbery and such other rights as Developer or the applicable governmental authority or utility company providing the utilities may require. The utility lines installed pursuant to the Utility Easements shall be installed below ground, except as otherwise provided in any Supplemental Declaration. Developer shall have the right to convey Utility Easements to other Owners, to governmental authorities or utility companies, to the Association and to any other party or parties.

Section 8.2. Erosion Control. Developer reserves a perpetual easement, right and privilege to enter upon any Lot and Common Area, and the Association is granted a perpetual easement, right and privilege to enter upon any Lot, either before or after a building has been constructed thereon or during such construction, for the purpose of taking such erosion control measures as Developer or the Association deems necessary to prevent or correct soil erosion or siltation thereon; provided, however, that Developer or the Association shall not exercise such right unless it has given the Owner of the Lot or the Association (as to the Common Area) at least ten days' prior notice thereof and the Owner or the Association, as the case may be, has failed to take appropriate action to correct or prevent the erosion or siltation problem. The cost incurred by the Association or by Developer in undertaking such erosion control measures on any Lot shall become a special assessment on such Lot and shall constitute a lien against such Lot and shall be collectible in the manner provided herein for the payment of assessments. This Section shall not apply to Lots owned by Developer.

Section 8.3. Maintenance of Lots. Developer reserves the perpetual easement, right and privilege, and the Association is granted the perpetual easement, right and privilege, to enter on any Lot after at least five days' notice to the Owner thereof, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, dispensing pesticides, herbicides and fertilizer and grass seed, removing trash and taking such other action as the Developer or the Association may consider necessary to correct any condition which detracts from the overall beauty of the Properties or which may constitute a hazard or nuisance. The cost incurred by the Association in taking any action described in the preceding sentence (including any overhead costs associated therewith) shall constitute a special assessment on the Lot and shall be collectible in the manner provided herein for the payment of assessments. This Section shall not apply to Lots owned by Developer.

Section 8.4. Construction Easements and Rights. Notwithstanding any provision of this Declaration or of any Supplemental Declaration, so long as Developer is engaged in developing or improving any portion of the Properties or the Additional Area, Developer shall have an easement of ingress, egress and use over any lands not conveyed to an Owner for (i) movement and storage of building materials and equipment, (ii) erection and maintenance of directional and promotional signs and (iii) conduct of sales activities, including maintenance of model residences.

Section 8.5. Right of Entry for Governmental Personnel. A right of entry on any Common Area is hereby granted to personnel of the County of York in the lawful performance of their official duties, including but not limited to: law enforcement officers and fire and rescue personnel as needed to lawfully carry out their duties, including but not limited to enforcement of

cleared emergency vehicle access; public utility and public works vehicles in the performance of their installation, maintenance and repair duties; and inspections personnel for the purpose of reviewing the Association's proper maintenance of the Common Area.

Section 8.6. Easement for Landscaping, Signs and Related Purposes. There shall be and is hereby reserved to Developer for so long as it retains its rights as Developer and to the Association, a non-exclusive easement over all Common Area and those portions of Lots extending for a distance of twenty (20) feet behind any Lot line which parallels, and is adjacent to, a street (whether public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, plantings, street lights, entrance features and/or "theme areas," lighting, stone, wood, or masonry wall features and/or related landscaping. Exercise of this easement shall be with the consent of the Owner of the affected Lot, or the Architectural Review Board if such Owner does not consent.

Section 8.7. Easement for Irrigation. Developer retains the right to lay, install, construct and maintain an irrigation system, including underground irrigation lines, over all Lots, Common Areas or landscaping easement areas granted to the Association for the purpose of providing irrigation to other parcels which may or may not be a part of the Properties.

Section 8.8. Easement for Encroachment. Each Lot and the Common Areas are hereby declared to have an easement over all adjoining Lots and the Common Areas, for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of a building, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor unintentional encroachments over adjoining Lots shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

Section 8.9. Easements to Serve Additional Area. The Developer hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, drainage access, and development of the property described in Schedule "B," whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Developer agrees that it and its successors and assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. Developer further agrees that if the easement is exercised for permanent access to such property and/or drainage and such property or any portion thereof is not made subject to this Declaration, the Developer, its successors and assigns shall enter into a reasonable easement agreement with the Association to share the cost of maintenance of any access roadway and/or storm water management facility, as applicable,

serving such property which has not been dedicated to and accepted by the appropriate governmental body for maintenance purposes.

ARTICLE IX GENERAL PROVISIONS

Section 9.1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by Owners of more than two-thirds of the Lots. Notwithstanding the foregoing, the provisions of Section 4.2, Article VIII, Section 8.5 and Section 9.9 shall be perpetual.

Section 9.2. Amendments. Except as otherwise set forth in this Declaration and subject to Section 10.4 of the Bylaws, this Declaration may be amended either (i) by Developer without the consent of any other Owners in order to correct typographical errors, inconsistent references, scrivener's errors, grammatical mistakes, and incorrect or ambiguous punctuation, for so long as the Period of Developer Control continues or (ii) by a vote of two-thirds of the (A) the Class A votes (including Developer as to Class A votes held by Developer). Notwithstanding the foregoing, the provisions of Articles II and VIII and Sections 3.2, 4.7, 5.8, and this Section 9.2 may not be amended in any event without the written consent of Developer regardless of whether the Period of Developer Control has terminated, and the provisions of Sections 3.2, 8.5, 9.9 and Articles IV and X may not be amended without the consent of the Board of Supervisors of the County of York, Virginia. In addition, Developer shall have the right without the consent of any other Owners to amend this Declaration in any respect as may be necessary or appropriate in order for this Declaration or the Properties to comply with applicable laws now or hereafter enacted or to satisfy the requirements of any Federal Mortgage Agency, including, without limitation, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or the U.S. Development of Housing and Urban Development, as the same may be amended from time to time, with respect to their purchase or guaranty of mortgage loans secured by Lots.

Section 9.3. Enforcement. Developer, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any Supplemental Declaration. Without limiting the generality of the foregoing, if any Owner fails to comply with any of the provisions of this Declaration or any Supplemental Declaration and such failure continues for at least five (5) days after notice thereof is given to the Owner, then either Developer or the Association may, but without any obligation to do so, take such action as either of them considers necessary or appropriate (including, without limitation, entering the Owner's Lot) to correct the noncompliance; provided, however, that judicial proceedings are instituted before any Improvements are subsequently altered or demolished. The cost incurred in taking such action shall constitute a special assessment upon the Owner's Lot(s) and shall be collectible in the manner provided herein for the payment of assessments. Failure by the Developer, the Association or any Owner to enforce any provision of this Declaration or

any Supplemental Declaration shall in no event be deemed a waiver of the right to do so thereafter. In addition to the foregoing, the County of York has certain enforcement rights as set forth in Section 9.9 below.

Section 9.4. Limitations. As long as the Developer has an interest in developing the Properties, any property adjacent to the Properties and/or the Additional Area, the Association may not use its financial resources to defray any costs of opposing the development activities so long as they remain consistent with the general intent of this Declaration. Nothing in this Section shall be construed to limit the rights of Members to act as individuals or in affiliation with other Members or groups.

Section 9.5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 9.6. Conflict. In the event of conflict among the Governing Documents, this Declaration shall control, then applicable Supplemental Declarations, then the Articles, then the Bylaws except that in all cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.

Section 9.7. Interpretation. Unless the context otherwise requires, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 9.8. Use of the Words "Creekside Landing" or "Creekside Landing Homeowners Association." No person or entity shall use the words "Creekside Landing" or "Creekside Landing Homeowners Association" or any derivative thereof in any printed or promotional material without the prior written consent of Developer.

Section 9.9. Rights of the County of York, Virginia.

(a) Failure of Association to Maintain Common Areas. In the event the Association, or any successor organization, shall at any time after establishment of the development fail to maintain the Common Areas, or any improvements thereon in reasonable order and condition in accordance with the plans approved by the County of York, Virginia (the "County"), the Clerk of the County's Board of Supervisors, acting through the County's Board of Supervisors, may serve notice in writing upon the Association and upon the Owners within the development setting forth the manner in which the Association has failed to maintain the Common Areas, and/or improvements in reasonable condition, and such notice shall contain a demand that such deficiencies of maintenance be cured within thirty (30) days thereof, and shall state the date and place of a public hearing before the County's Board of Supervisors which shall be held within fourteen (14) days after the notice.

(i) At such hearing the County's Board of Supervisors may modify the terms of the original notice as to the deficiencies and may grant an extension of time within which they shall be cured.

(ii) If the deficiencies set forth in the original notice or in the modifications thereof shall not be remedied within such thirty (30) days or any approved extension thereof, the County, in order to preserve the taxable values of the properties within the development and to prevent the Common Areas and/or improvements from becoming a public nuisance, may, subject to budgetary limitations, enter upon such Common Areas and maintain, repair and/or replace, (herein referred to collectively as "maintenance") or contract for the maintenance of, the same for an initial period not to exceed one (1) year.

(iii) Such entry and maintenance shall not vest in the general public any rights to use the Common Areas except when the same is/are voluntarily dedicated to the public by the Owners.

(iv) Before the expiration of such one (1) year period, the County shall, upon its initiative or upon the request of the Association, call a public hearing before the County's Board of Supervisors upon two (2) weeks' notice in writing to the Association and to the Owners within such development, at which hearing the abilities of the Association to resume maintenance responsibilities shall be assessed by the County's Board of Supervisors.

(v) If the County's Board of Supervisors shall determine that the Association is ready and able to maintain the Common Areas in reasonable condition, the County shall cease to maintain the Common Areas.

(vi) If the County's Board of Supervisors shall determine that the Association is not ready and able to maintain the Common Areas in a reasonable condition, the County may, in its discretion, continue to maintain or contract for the maintenance of, the Common Areas.

(vii) The cost of such maintenance by the County and all associated administrative costs incurred by the County shall be assessed ratably against the properties within the development that have a right of enjoyment of the Common Areas, and shall become a charge on such properties, and may be collected by the County as taxes and levies are collected.

(b) The County and its duly authorized representatives shall have the right, upon reasonable notice and during the Association's business hours, to review the Association's financial and related records at the offices of the Association for the purpose of ensuring the Association's solvency and capacity to maintain the Common Areas, and any improvements located thereon.

(viii) Any decision made by the Board of Supervisors under this subsection may be appealed by an aggrieved party to the Circuit Court for the County of York subject to applicable law.

Section 9.10. Approvals and Consents. All approvals and consents required or permitted by this Declaration (other than approvals or consents given by Members in a vote conducted in accordance with the Bylaws) shall be in writing, shall be signed by the party from whom the consent or approval is sought and, unless otherwise provided herein, may be withheld by such party in its sole discretion.

Section 9.11. Assignment of Developer's Rights. Any and all rights, powers, easements and reservations of Developer set forth herein may be assigned in whole or in part, at any time or from time to time, to the Association, to another Owner, or to any other party in Developer's sole discretion. Each such assignment shall be evidenced by an instrument which shall be signed by Developer and its assignee and recorded in the Clerk's Office.

Section 9.12. Successors and Assigns. The provisions hereof shall be binding upon and shall inure to the benefit of Developer, the Association and (subject to Article II hereof) the Owners and their respective heirs, legal representatives, successors and assigns.

Section 9.13. Compliance with Property Owners' Association Act. The Association shall be subject to and comply with the Virginia Property Owners' Association Act as set out in §55-509 et seq., in the Code of Virginia, as amended.

ARTICLE X DISSOLUTION OF THE ASSOCIATION

The Association may be dissolved at a duly held meeting at which a quorum is present upon the vote of more than two-thirds (2/3) of the votes, in person or by proxy, of the Class A members. Notwithstanding the foregoing, the Association may not be dissolved without the prior written consent of the County. Prior to dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be offered for dedication to the locality in which they are situated. In the event that such dedication is refused acceptance upon dissolution, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE XI NOTICES

All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall either be delivered in person or sent by overnight express courier or by U.S. first class mail, postage prepaid. Notices to the Developer shall be sent to Centex Homes, 213 River Walk Parkway, Suite 101, Chesapeake, Virginia 23320, Attention: Dave Murray, Division Manager; with a copy to Elizabeth L. White, Esq., Kaufman & Canoles, 1200 Old Colony Lane, P.O. Box 6000, Williamsburg, Virginia 23188; or to such other address as the Developer shall specify by executing and recording an amendment to this Declaration, which amendment shall not require the approval of any other parties as provided in Section 9.2. Notices to the Association or to Owners (other than Developer) may be sent to the address which the Bylaws provide shall be used for them. All such notices, demands, requests and other communications shall be deemed to have been given when sent to the appropriate address


specified above. Rejection or other refusal to accept shall not invalidate the effectiveness of any notice, demand, request or other communication. Notwithstanding the foregoing, any notice of the filing of a memorandum of assessment lien shall be sent in the manner required by Section 55-516C of the Virginia Code.

WITNESS the following signatures and seals as of the date first above written.

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation,
a Nevada corporation

Its: Managing General Partner

By: 
Title: Assistant Manager

MID-ATLANTIC HOLDINGS, LLC
a Virginia limited liability company

By: 
Its: CO-MANAGER

UPLOADED

4/9/2021