

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 Design Review Board for another Lot or Parcel.

Section 6.7. Limitation of Liability. The approval by the Design Review Board of any Plans, and any requirement by the Design Review Board that the Plans be modified, shall not constitute a warranty or representation by the Design Review Board of the adequacy, technical sufficiency or safety of the Improvements described in such Plans, as the same may be modified, and the Design 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 Design Review Board have any liability whatsoever to an Owner, a Builder, a contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the Design Review Board's approval, disapproval or conditional approval or any plans.

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

Section 6.9. Applicability to Declarant. So long as Declarant had the right to annex Additional Land pursuant to Article II, the provisions of the Article VI shall not apply to Lots owned by the Declarant or to Lots owned by a Parcel Developer or a Builder if the Improvement to be constructed on each such Lot have been approved by Declarant, or to Improvements constructed by Declarant in the Common Areas.

ARTICLE VII USE OF PROPERTY

Section 7.1. Use. All Lots shall be used only for residential uses as permitted by the Applicable Zoning and the Association Documents, except as set forth below. Nothing in the Association Documents shall prohibit the Declarant or its assigns from using any Lot owned by Declarant or its assigns (or any other Lot with the permission of the Owner thereof) or any portion of the Common Area for promotional, marketing, construction, sales, display or customer services purposes (such as visitors or sales center or a construction, brokerage or management office). The Declarant may assign its rights under this Section to, or share such rights with, one or more Parcel Developers, Builders

other persons, exclusively simultaneously or consecutively with respect to the Common Area or any Lot owned or leased by Declarant, such a Parcel Developer, Builder or other person.

Section 7.2. Quiet Enjoyment; No Nuisance. No obnoxious or offensive activity shall be carried on upon the Submitted Land, nor shall anything be kept or done upon any Lot that will emit foul or obnoxious odors, fumes or other emissions or that will cause any excessive noise or other condition that will or might disturb the peace, quiet enjoyment, safety or comfort of other Owners. No unlawful use shall be made of any part of the Submitted Land.

Section 7.3. Maintenance and Appearance of Lots. All Lots and the Improvements thereon shall at all times be maintained by the Owner thereof in good, order and repair and in a clean and attractive condition, free of all debris or other unclean, unsightly or unkempt materials or conditions.

Section 7.4. Parking; Storage of Vehicles and Boats. All Owners shall provide adequate space for parking of automobiles on their Lot rather than on the street or road on which the Lot fronts. Owners shall park their vehicles only in driveways or garages on Lots or in other areas designated for parking by Declarant during the Declarant Control Period and thereafter the Board of Directors. Commercial vehicles, tractors, mobile homes, trailers, campers, camper trailers, boats and boat trailers and recreational vehicles shall be parked only in areas designated for such parking by the Declarant during the Declarant Control Period and thereafter by the Board of Directors for such purpose and if no such areas have been designated, parking or storage of any such vehicles on the Submitted Land is not permitted.

Section 7.5. Signs. Except for signs erected by the Declarant, the owner of the Golf Facilities with the prior permission of the Declarant or the Association, no signs of any kind shall be erected or displayed that are visible from the Common Area, any other Lot or from any public road within or adjacent to the Submitted Land, unless such sign is permitted by and in accordance with the Design Guidelines or approved by the Design Review Board.

Section 7.6. Water and Sewer; Sewer Taps. All residences built on a Lot shall connect to the public water and sewer systems. So long as Declarant has prepaid sewer taps available for sale, each Owner shall purchase the sewer tap for such Owner's Lot from Declarant at a price not to exceed the then current price of sewer taps being sold by James City Service Authority or its successor as operator of the public sewer system in the County. Such purchase of a sewer tap is required at the time of closing on the purchase of the Lot.

Section 7.7. Obstruction of and Dumping on Common Areas. No person shall obstruct any of the Common Area or otherwise impede the rightful access of any person on any portion of the Submitted Land upon which such person had the right to be. No person shall place or dump or cause to be placed or dumped any trash, debris or other material of any kind in any Common Area without the approval of the Board of Directors. No Owner other than Declarant or a Parcel Developer shall have any right to construct or alter improvements in the Common Areas except with the prior approval of the Board of Directors.

Section 7.8. Lakes and Water Bodies. Owners may use any Lakes, ponds, streams or water bodies within the Common Areas only if, and to the extent, permitted by the Association in Rules and Regulations. The Owners of Lots adjoining Lakes or water bodies within the Common Area shall not have any riparian rights appurtenant to their Lot to use the Lake or water body for any purpose whatever, and, except as expressly provided otherwise in the Association Documents, such Owner's rights, if any, with respect to the Lakes and water bodies shall be no greater than the rights of any other Owner. Without limiting the generality of the foregoing, no Owner shall have the right to (i) construct or maintain any dock, pier or other structure in any Lake or water body unless specifically permitted by the Association Documents and approved by the Design Review Board or (ii) to withdraw water from any Lake or water body for any purpose. Nothing in this Section 7.8 shall apply to the Declarant or its assigns or the Association. No sprinkler or irrigation system of any type which draws upon water from creeks, streams, Lakes, ponds, wetlands, or other ground or surface waters within the Submitted Land shall be installed or operated without the written approval of the Declarant during the period the Declarant has the right to annex Additional Land pursuant to Article II or thereafter of the Association.

Section 7.9. Golf Facilities. The Submitted Land is subject to the easements and rights set forth in the Deed of Bargain and Sale, Easement and Reservation Agreement between Declarant and Legacy (Greensprings) Limited Partnership dated March 25, 1994 and recorded in the Clerk's Office in Deed Book 678 at page 175 (the "Golf Facilities Agreement").

Section 7.10. 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 the Rules and Regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding. Any such pet causing or creating a nuisance or unreasonable disturbance or noise

may be permanently removed from the Submitted Land upon ten days written notice from the Board of Directors. Pets shall not be permitted upon Common Area unless accompanied by someone who can control the pet and unless carried or leashed. Pet droppings shall be cleaned up by the Owner of the pet. No pets shall be permitted on the Golf Facilities. Any Owners who keeps or maintains any pet upon any portion of the Submitted Land shall be deemed to have indemnified and agreed to hold the Association, each Owner and the Declarant 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 Submitted Land. All pets shall be registered and inoculated as required by law.

Section 7.11. No Further Subdivision. No Lot may be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of such Lot shall be transferred or conveyed by such Owner, provided, however this Section shall not prohibit deeds of correction, deeds or plats of resubdivision or boundary line adjustment and similar corrective instruments.

Section 7.12. Business Use. 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 an office in the dwelling constructed on such Owner's Lot if (i) such office generates no significant number of visits (as determined by the Board of Directors) by clients, customers or other person 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 Submitted Land outside of an approved enclosure, and (iii) such Owner has obtained approvals for such use as may be required by the County. As a condition to such use, the Board 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.

Section 7.13. Rules and Regulations. The Board of Directors shall have the power to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Submitted Land or of any portion thereof, which may supplement, but may not be inconsistent with the provisions of the Association Documents, including, but not limited to, rules and regulations regarding use of machinery, outdoor drying lines, antennas, trash and trash containers, basketball equipment, discharges of firearms, swimming pools, tents, trailers and temporary structures, tree removal, outdoor lighting, fences, mailboxes, newspaper tubes, playground equipment, exterior sculpture and other similar matters. The Submitted Land shall be occupied and used in compliance with the Rules and Regulations. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Owner. Changes to the Rules and

Regulations shall be published prior to the time when the same shall become effective and copies shall be provided to each Owner. The Rules and Regulations shall not unreasonably interfere with the use or enjoyment of the Lots or the Common Areas. Also, the Board of Directors may issue temporary or other appropriate exceptions to any prohibitions expressed or implied by this Article, for good cause shown.

Section 7.14. Exclusion for the Declarant and Designees of the Declarant. Notwithstanding for other provisions of the Association Documents, neither the restrictions in this Article nor the Rules and Regulations of the Association shall apply to any otherwise lawful acts or omissions of the Declarant or of any Parcel Developer's or Builder's actions approved by the Declarant during the period in which the Declarant has the right to annex Additional Land pursuant to Article II. Such exception for Parcel Developers or Builders shall be subject to such rules as may be established by the Declarant for safety or to maintain the appearance of the Submitted Land.

Section 7.15. Sales by Parcel Developers and Resales of Lots by Owners Other Than Declarant. Upon the acquisition of record title to a Lot from either (i) a Parcel Developer or (ii) an owner other than the Declarant, 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 7.16. Security. NEITHER THE ASSOCIATION, NOR DECLARANT 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 DECLARANT, AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES, ARE NOT INSURERS AND THAT EACH OWNER, TENANT, GUEST, AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO STRUCTURES OR OTHER IMPROVEMENTS SITUATED ON LOTS AND PARCELS, AND TO THE CONTENTS OF ANY IMPROVEMENTS SITUATED ON LOTS AND PARCELS AND FURTHER ACKNOWLEDGE THAT DECLARANT 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. Development Easements. The Declarant hereby reserves to itself and its successors and assigns a nonexclusive blanket easement over and through the Common Area and each Lot within ten feet of any Lot boundary-line for all purposes reasonably related to the development and completion of improvements on the Submitted Land (the "Development Easements"), including without limitation: (i) temporary slope and construction easements; (ii) erosion control and storm drainage easements (including the right to cut or remove trees, bushes or shrubbery. To regrade the soil and to take any similar actions reasonably necessary; provided, however, that thereafter the Declarant shall restore the affected area as near as practicable to its original condition); (iii) easements for the temporary storage (in a sightly manner) of reasonable supplies of building materials and equipment necessary to complete the improvements; (iv) easements for the construction installation and maintenance of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on the Submitted Land or reasonably necessary to serve the Submitted Land; (v) easements and the right to reserve easements for storm water management; and (vi) easements and the right to reserve or grant easements for ingress, egress, installation, operation and service of the equipment for providing to any portion of the Submitted Land or the adjacent real estate (including the Golf Facilities) any utilities, including without limitation water, sewer, drainage, gas, electricity, telephone and television service, whether public or private. Declarant reserves the right to convey and dedicate easements reserved to it under this Section to other Owners, the owner of the Golf Facilities, Parcel Developers, Builders, governmental entities, utility companies and others.

Section 8.2. Erosion Control. Developer reserves a perpetual easement, right and privilege to enter upon any Lot, Parcel, Common Area, and the Association is granted a perpetual easement, right and privilege to enter upon any Lot or Parcel, either before or after a building has been constructed thereon or during such construction, for the purpose of taking such erosion control measures as Declarant or the Association deems necessary to prevent or correct soil erosion or siltation thereon; provided, however, that Declarant or the Association shall not exercise such right unless it has given the Owner of the Lot or Parcel or the Association (as to the Common Area) at least ten days' prior notice thereof and the Owners of 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 Declarant in undertaking such erosion

control measures on any Lot or Parcel shall become an individual assessment on such Lot or Parcel and shall constitute a lien against such Lot or Parcel and shall be collectible in the manner provided herein for the payment of assessments. This Section shall not apply to Lots or Parcels owned by the Declarant.

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

Section 8.4. Sales Easements and Rights. Notwithstanding any provision of this Declaration or of any Supplemental Declaration, so long as Declarant is engaged in developing or improving any portion of the Submitted Land or the Additional Land, Declarant shall have an easement of ingress, egress and use over any lands not conveyed to an Owner for (i) erection and maintenance of directional and promotional signs and (ii) conduct of sales activities, including maintenance or model residences.

Section 8.5. Right of Entry for Governmental Personnel. A right of entry on any Lot, Parcel and Common Area is hereby granted to law enforcement officers and fire and rescue personnel as needed to lawfully carry out their duties, including enforcement of cleared emergency vehicle access.

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

Section 8.7. Easements for Golf. The Submitted Land is subject to the easements and rights set forth in the Golf Facilities Agreement.

Section 8.8. Easement for Use of Water Bodies and Irrigation.

(a) There is hereby reserved by the Declarant and its assigns a perpetual easement and right to use all Lakes, ponds, creeks, or water bodies lying within the Submitted Land for the purposes of irrigation of other parcels now, or in the future, owned by Declarant or its assigns. Declarant and the owner of the Golf Facilities with the written permission of Declarant may irrigate all or portions of these parcels with water drawn from the Lakes, ponds, creeks or water bodies lying within the Submitted Land. There is hereby reserved to the Association, subject to this Section 8.8, a perpetual easement and right to use all Lakes, ponds, creeks or water bodies lying within the Submitted Land for purposes of irrigation of Common Area. Regardless of the rights granted the Association in the Section 8.8, if Declarant, in its sole discretion, determines that the water drawn by the Association from such Lakes, ponds, creeks or other water bodies is having an adverse effect on the ability of Declarant or the owner of the Golf Facilities to provide irrigation to other parcels of Declarant or to the Golf Facilities, then Declarant may restrict, or prohibit entirely, the amount of water being drawn from such Lakes, creeks, ponds or other water bodies, at any time or times.

(b) Declarant further retains: (i) the right to lay, install, construct and maintain an irrigation system, including underground irrigation lines, over all Common Areas or Development Easement areas granted to the Declarant or the Association for the purpose of providing irrigation to other parcels which may or may not be a part of the Submitted Land, and (ii) the right to enter onto the Common Area, Lots and Parcels and to maintain the Lakes, ponds, creeks or water bodies as may be necessary to insure that all such water bodies continue to provide a sufficient source of water to satisfy the irrigation needs described in this section. Nothing described in this section shall impose any obligation on Declarant to maintain the lakes, ponds, creeks or water bodies, such obligation being the obligation of the Association or the owner thereof.

(c) Pursuant to Section 11.11, Declarant shall have the right to transfer all or a portion of the rights retained by Declarant under this section to third parties, including (i) the owners and their successors-in-interest of the Golf Facilities, or any of the multi-family or commercial sections shown on the master plan for the Greensprings community; or (ii) one or more owner's associations for multi-family sections shown on the Greensprings master plan.

Section 8.9. Easement for Encroachment. Each Lot, each Parcel and the Common Area and the Golf Facilities situated adjacent to the Submitted Land are hereby declared to have an easement over all adjoining Lots, and Common Area 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 projections. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a structure on any Lot or Parcel is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot or Parcel agree that minor unintentional encroachments over adjoining Lots shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

ARTICLE IX INSURANCE

The Association is hereby authorized to purchase property and casualty insurance on the Common Area and liability, indemnity and fidelity insurance in such amounts and with such companies as the Board of Directors shall deem appropriate or as may be required by the Bylaws.

ARTICLE X MORTGAGEES

Section 10.1. Notice to Board of Directors. An Owner who mortgages such Owner's Lot shall notify the Board of Directors of the name and addresses of the Mortgagee. No Mortgagee shall be entitled to any Mortgagee rights under the Association Documents unless such Mortgagee has notified the Board of its address as required by Section 10.2 below and has requested all rights under the Association Documents.

Section 10.2. Notices to Mortgagees. Any Mortgagee who desires any notice from the Association shall notify the Association to that effect by certified or registered United States Mail. Any such notice shall contain the name and address (including post office address) of such Mortgagee and the name of the person to whom notices from the Association should be directed. The Board of Directors shall notify Mortgagees of the following: