

Association Disclosure Statement

1. **Name of Association:** The Governor's Land Foundation
State of Incorporation: Virginia
Registered Agent: Lisa Smith
2700 Two Rivers Road
Williamsburg, VA 23185
2. **Capital Expenditures:** None
3. **Assessments:** The Foundation has imposed an assessment against each lot in The Governor's Land at Two Rivers in the amount of \$2,612 for year 2013. The assessment is payable on a quarterly basis in the amount of \$653. So long as assessments are paid, the purchaser of the Lot will have access to all of the Foundation's Common Areas, (excluding Limited Common Areas not appurtenant to the Lot) subject to declarations and other instruments of record affecting the Common Area and the Foundation's Rules and Regulations. Undeveloped lots will be charged \$300 a year for grass mowing billed in the third and fourth quarters.
4. **Other Fees:** The lot owner will be liable for fees with respect to utility charges and property taxes. In addition, all lot owners in the Governor's Land are required to be at least Social Members of the Two Rivers Club as long as they are lot owners in the Governor's Land. Owners of certain lots in The Harbor at Two Rivers neighborhood must also acquire an "add-on" membership in the Marina. A Transfer Fee of \$1,306 for closings occurring in year 2013 is charged at the sale of each lot.
5. **Reserves:** As of December 31, 2012 the Foundation has a balance in the Reserve Replacement Fund of \$741,296 and a Working Capital Reserve of \$25,000.
6. **Litigation:** No litigation at this time.
7. **Insurance:** The Foundation has a Commercial General Liability policy with a \$1,000,000 per occurrence and \$2,000,000 general aggregate limit of liability. Property and Boiler Machinery Coverage is provided per a schedule of property values and a \$2,500 deductible applies. There is coverage under a Business Automobile Policy for automobile liability in the amount of \$1,000,000. Workers' compensation coverage is in place for employees of the Foundation. An umbrella liability policy in the amount of \$10,000,000 per occurrence and \$10,000,000 aggregate covers excess of the general liability, automobile liability and employer's liability coverage. Also, a fidelity bond in the amount of \$500,000 is provided. Each lot owner is responsible for obtaining his/her individual homeowner's insurance.
8. **Violations:** Except as noted on the attached statement the Seller of the Lot has no known violation of any of the provisions of the documents included with this Statement with respect to any improvement or alteration made to the Lot or uses made of the Lot or common areas assigned thereto.
9. **Signs:** No signs other than builder, real estate or security signs as defined below are permitted on any lot.

b) REAL ESTATE SIGNS: Real estate signs, matching Governor's Land specifications (see Appendix D) shall be placed in the front yard only. Rear yard signs facing the golf course or other community amenities are not permitted.

- 1) Name riders conforming to the following criteria are permitted: Must be made of wood the same thickness and same colors, in the same combination, as current real estate signs; must not exceed twenty-four inches (24") wide by six inches (6") high; must be securely fixed to the post with two fasteners; must be placed beneath the real estate sign; and may contain the agent's name and phone number.
 - 2) No more than one rider may be displayed at any time. Sold or Under Contract riders meeting the above criteria may be installed if the name is removed.
10. **Attachments:** Included herewith are: (i) The Declaration of Protective Covenants for the Governor's Land, together with the applicable Supplement thereto; (ii) Articles of Incorporation and Bylaws of the Association, (iii) Handbook of Design Standards and Guidelines for Homebuilding, (iv) Current Financial Statement to include the current annual budget.
 11. **Certificate:** The Governor's Land Foundation has filed its annual report for 2013 with the Virginia Real Estate Board and the Registration Number is 0550 003325 with the expiration date of such filing being 1/31/2014.
 12. **Notice:** Purchasers should exercise whatever due diligence they deem necessary with respect to information on any sexual offenders registered under Chapter 23 (Section 19.2-387 et Seq.) of Title 19.2, including how to obtain such information.
 13. **Flags and Flagpoles:** Per section 4.3.3 of the Standards, a maximum of two flags may be flown on property visible from any common land in accordance with the standards stated below:
 - A. **VERTICAL FLAG POLES:** One vertical flagpole will be allowed for the sole purpose of flying no more than two sovereign, or US Military flags upon approval of the pole design and location in accordance with the following criteria:
 1. The pole is a pre-finished metal pole and a maximum height of 25 ft.
 2. The flag is no larger than four feet by six feet (4'X6') and will be an appropriate size in relation to the height of the pole.
 3. The fully extended flag does not touch the house and the pole is placed no more than seven feet (7') forward of the house elevation that is closest to the street.
 4. Permanent flagpoles are also permitted in the rear yard, but no closer than 20' to any side property line.
 5. Torn and tattered flags are to be replaced.
 - B. **FLAGS MOUNTED ON HOUSES:** Decorative flags, US Military flags and sovereign flags (USA, Virginia, James City County) may be flown from flag standards of six feet (6') or less in length, mounted on the house. A maximum of two standards visible from common land is allowed on the property.
 14. **Solar Energy Collection Devices:** Per section 5.2.6 i) of the Standards, solar collectors may only be considered where they are integrated into the design of the structure and that design is acceptable to the ARB. Collectors shall not be placed where they can be viewed from any street, golf course, pond or common area.
 15. Purchasers of undeveloped lots are subject to a development fee equal to 5% of the total price of improvements, payable to the Developer prior to the issuance of the sewer tap permit.



TWO RIVERS COUNTRY CLUB

Club Documents

Membership Mandatory for All Governor's Land Lot Owners

Disclosures Regarding Two Rivers Country Club

1. Mandatory Membership in Two Rivers Country Club

In accordance with Section 14.3 of the Declaration for the Governor's Land and Section I of Exhibit B to the Restated Bylaws of the Governor's Land Foundation, each lot owner must be a member of Two Rivers Country Club and pay all its dues, fees, charges and assessments. See the Portfolio of Property Owner Documents provided by Governor's Land Foundation. Each lot owner must apply for and be approved for membership prior to closing of the lot. See Application and Purchase Agreement tab of this Club Documents binder.

2. Further Information Concerning Dues, Fees, Etc.

For information concerning dues, fees, charges and assessments see Dues, Fees, Charges and Assessments tab of this Club Documents binder. For any questions or other information concerning membership in Two Rivers Country Club, please contact Paula Miecznikowski, Membership Administrator, Two Rivers Country Club, at 757-258-4610 ext. 225.

Please sign the two copies of this Disclosure Document in the space provided below indicating you have received it and the Club Documents binder. One copy should be returned to Two Rivers Country Club; the other is for the Buyer.

Buyer's Name

Buyer's Signature

Date

**Ninth
Amended
And Restated
Bylaws**

(December 2011)

TWO RIVERS
COUNTRY CLUB

TWO RIVERS COUNTRY CLUB

AMENDED AND RESTATED BYLAWS

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These Bylaws are amended and restated as of December 7, 2009. These Bylaws supersede all prior versions thereof.

ARTICLE I

PURPOSE AND DURATION OF CLUB

The nature and purpose of Two Rivers Club at The Governor's Land, a Delaware nonprofit corporation, d/b/a Two Rivers Country Club (hereinafter referred to as the "Club") is to operate a private golf, tennis, swimming, boating, dining, and social club for the recreation, pleasure, and benefit of its members and their guests. The period of duration of the Club is perpetual.

ARTICLE II

CLUB EMBLEM

The emblem of the Club shall be of a style and design to be approved by the Board of Governors.

ARTICLE III

MEMBERS MEETINGS

1. ANNUAL MEETING

An annual meeting of the Members of the Club shall be held no sooner than October 15 and no later than December 15 of each year for the purposes of receiving reports of officers and others, to elect the required number of members of the Board of Governors, and for such other business as may be properly brought before the meeting.

2. DATE AND PLACE OF ANNUAL MEETING

Each annual meeting of the Members shall be held at such time and place in the Commonwealth of Virginia as the Board of Governors shall designate, subject to the provisions of Section 1 hereof.

3. SPECIAL MEETINGS

Special meetings of the Members may be called by the President, a majority of the members of the Board of Governors or by the written request of five percent (5%) or more of the votes of the Members of the Club then entitled to be voted. A request for a special meeting shall be submitted to the President who shall call a special meeting within thirty (30) days of the date of receipt of the request. Notices of any special meeting must contain a statement of the purpose for which the special meeting is called, and no other business may be transacted at that meeting.

4. NOTICES

The Secretary shall give at least thirty (30) days, but not more than sixty (60) days, prior notice to all Members of the Club, stating the place, day, and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the special meeting is called. Notices will be given by first class mail, postage paid to all Members except that email or other electronic notices may be sent, at the same time in lieu of mailing, to Members that have consented to electronic transmission of notices under these Bylaws. Notice of any meeting shall be posted on the official bulletin board at the clubhouse on the date of its mailing or electronic transmissions to the Members.

5. QUORUM

The presence, either in person or by proxy, of Members having twenty five percent (25%) of the votes entitled to be voted shall constitute a quorum at any meeting of the Members.

6. VOTING PERCENTAGE

A majority of the votes cast is necessary for passage of any motion, except as expressly provided otherwise herein.

ARTICLE IV
BOARD OF GOVERNORS

1. NUMBER AND QUALIFICATIONS

The government and general management of the Club shall be vested in a Board of Governors consisting of fifteen elected Members. All Board members shall be Equity Members of the Club in good standing. Of the fifteen members of the Board, eight shall be Full Golf Members, four shall be Associate Members, two shall be Social Members and one shall be a Marina Member. The members of the Board in office as of the effective date of this amended Bylaw shall continue in office until the expiration of their terms, said terms which previously terminated on March 31 shall now be modified to end on December 31 of the previous year.

In addition, one of the members of the Board of Directors of The Governor's Land Foundation, a Virginia nonstock corporation (the "Foundation"), may attend meetings of the Board of Governors, but shall not have any voting rights.

No member of the Board of Governors may be elected for more than two (2) successive three-year terms.

2. ELECTIONS

- a. There shall be no cumulative voting.
- b. Voting shall either be in person or by proxy.

c. The number of candidates necessary to fill the vacancies on the Board of Governors receiving the highest number of votes at the annual meeting of the Members for each designated term shall be declared elected.

d. Each year at the Members' Annual Meeting, the Members shall elect five members to the Board of Governors who will serve for a term of three years, commencing January 1 of the year following their election, so that the 8 Full Golf Members, 4 Associate Members, 2 Social Members and 1 Marina Member ratio on the Board of Governors is maintained. Should a Board member be serving by appointment under Article VI, Section 2(d) hereof, his or her remaining term will also be filled by election. In such event, the nominees with the highest number of votes which allow the Board composition after the election to be in compliance with this Article shall be declared elected, with the nominees receiving the highest totals to serve full three-year terms. Election results shall be announced at the Annual Meeting.

ARTICLE V

MEETINGS OF BOARD OF GOVERNORS

1. ANNUAL MEETING

In January of each year, the Board of Governors shall hold its annual meeting to elect officers and to consider any other matters that may be properly brought before the meeting.

2. QUORUM

A majority of the Board of Governors shall constitute a quorum at any meeting for the transaction of business.

3. REGULAR MEETINGS

The Board of Governors shall have a minimum of six (6) regular meetings in each year at such times as the Board of Governors shall determine. Except as expressly provided otherwise herein, a majority of the votes cast is necessary for passage of any motion.

4. SPECIAL MEETINGS

Special meetings of the Board of Governors may be called by or at the request of the President or any three (3) Governors.

5. NOTICE

Regular meetings of the Board of Governors may be held without notice if the time and place of the meeting are fixed by these Bylaws or by the Board.

Notice of any special meeting of the Board of Governors shall be given at least four (4) days previous thereto by written notice mailed by first-class mail to each Governor at his or her address as shown by the records of the Club, except that no special meeting of Governors may remove a Governor unless written notice of the proposed removal is delivered to all Governors at least ten (10) days prior to such meeting. If mailed, such notice shall be deemed to be delivered

when deposited in the United States mail in a sealed envelope, so addressed, with postage thereon prepaid. Notice of a special meeting of the Board may also be given forty-eight (48) hours in advance by telephone, other form of electronic communication, or personal delivery of a written notice to each Governor.

Notice of any regular or special meeting of the Board of Governors may be waived in writing signed by the person or persons entitled to the notice either before or after the time of the meeting. The attendance of a Governor at any meeting shall constitute a waiver of notice of such meeting, except where a Governor attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or these Bylaws.

6. TELEPHONE MEETINGS

Any meeting, regular or special, may be held by conference telephone or similar telephone communication equipment so long as all Governors participating in the meeting can hear one another, and all such Governors shall be considered to be present in person at such meeting. An explanation of the action taken shall be posted in a prominent place within three (3) days after the meeting.

ARTICLE VI

POWERS OF THE BOARD OF GOVERNORS AND CLUB GENERAL MANAGER

1. MANAGEMENT OF THE CLUB

The Board of Governors shall exercise all powers of the Club and do all acts and things necessary to carry out the purpose of the Club.

2. DUTIES AND POWERS

The Board of Governors shall:

- a. Elect the officers of the Club;
- b. If desired by the Board, employ a Club General Manager or management company to manage the day-to-day operations of the Club;
- c. Appoint committees of the Club, assign duties and replace committee members from time to time in the Board's discretion with or without cause;
- d. Fill vacancies on the Board of Governors due to death, resignation, inability to perform duties, or otherwise, until the next election of Governors by the Members;

e. Appoint managers and other employees and delegate such authority as is considered necessary for the proper operation and management of the Club;

f. Adopt, alter, amend, or repeal the General Club Rules governing use of the Club and all of its facilities by Members, their families, and their guests (except for rules concerning the Swim and Tennis Facilities, which may only be adopted, altered, amended, or repealed by the Social Committee of the Foundation);

g. Establish the amount of the membership contribution for each category of Membership and its terms of payment, and the amount of dues, fees, and other charges;

h. Have the power to expend funds to the extent of the amount in the Club's treasury or owing to the Club; to make contracts, borrow money and incur indebtedness on behalf of the Club; and, to cause promissory notes, bonds, mortgages or other evidences of indebtedness to be executed and issued;

i. Have the power to exchange rights to use the Golf and Clubhouse Facilities and the Marina Facilities with members of other clubs; and

j. All such other acts and things as are permitted by applicable laws with respect to corporations, as those laws now exist or as they may hereafter provide.

3. ISSUANCE OF MEMBERSHIPS

The Board of Governors shall have the authority to issue any Memberships which are held by the Club and/or resigned Memberships that are available for resale. The Board of Governors shall also have the authority to cancel and transfer Memberships in accordance with these Bylaws and shall have a form of membership certificate prepared to evidence the membership privileges of Members.

4. COMPENSATION

No Governor shall receive a salary or any other compensation whatsoever, but shall be entitled to reimbursement for all expenses reasonably incurred in performing any duties pursuant to these Bylaws.

5. INTERPRETATION OF BYLAWS

The Board of Governors shall have the corporate power to generally do anything permitted by statute, the Club's Certificate of Incorporation and these Bylaws, and to determine the interpretation or construction of these Bylaws, or any parts thereof, which may be in conflict or of doubtful meaning, and their decision shall be final and conclusive.

6. ACTION WITHOUT MEETINGS

Any action which may be taken by the Board of Governors, or any committee thereof, may be taken without a meeting if consent in writing setting forth the action taken, signed by all of the Governors entitled to vote, or all of the members of the committee, as the case may be, is

filed in the minutes of the proceedings of the Board of Governors or of the committee. A consent shall have the effect of a unanimous vote.

7. CLUB GENERAL MANAGER OR MANAGEMENT COMPANY

The Board of Governors, in its sole discretion, may employ a Club General Manager, General Manager or management company to manage the day-to-day operations of the Club and to exercise any and all powers which the Board may delegate to the manager or management company. The manager or management company (if any) shall report only to the Board of Governors or the Executive Committee as determined by the Board of Governors from time to time.

ARTICLE VII

OFFICERS

The Board of Governors at each of its annual meetings shall elect from its members, to serve for the term of one (1) year and until their successors shall be elected, a President, Vice President, Treasurer, and Secretary, and such other officers as the Board of Governors may from time to time determine appropriate. The officers shall not be liable for the debts of the Club. No person shall serve as an officer of the Club in the same position for more than five (5) successive years.

ARTICLE VIII

DUTIES OF OFFICERS

1. PRESIDENT

The President shall preside at all meetings of the Members and the Governors and enforce observance of the provisions of these Bylaws and all General Club Rules. The President may call special meetings of the Board of Governors, shall be an ex-officio member of all committees and is empowered to execute all papers and documents requiring execution in the name of the Club.

2. VICE PRESIDENT

The Vice President shall assist the President in his duties, and in the absence or disability of the President, the Vice President shall perform and carry out all duties and responsibilities of the President.

3. SECRETARY

The Secretary shall keep, or cause to be kept, records and minutes of all meetings of the Board of Governors and the Membership, and the Secretary shall be responsible for giving all required notices of meetings. The Secretary shall have custody of the Seal of the Club, and all membership records shall be kept under the Secretary's supervision.

4. TREASURER

The Chief Financial Officer of the Club shall be known as the "Treasurer". The Treasurer shall be Chairman of the Finance Committee. The Treasurer shall cause to be collected, held and disbursed, under the direction of the Board of Governors, all monies of the Club, and it shall be the Treasurer's duty to collect monies due the Club from the issuance of Memberships, dues and charges of Members of the Club, and all amounts due from others. The Treasurer shall keep or cause to be kept regular books of account and financial records of the Club, and shall prepare budgets and financial statements, when and in the form requested by the Board of Governors. The Treasurer shall deposit or cause to be deposited all monies of the Club in an account or accounts in the Club's name, in the bank or banks designated by the Board of Governors, and shall give a surety bond for faithful performance in the amount directed by the Board of Governors, which surety bond premium shall be paid by the Club. Any other person or persons having access to monies of the Club or its bank accounts shall be similarly bonded.

5. OTHER OFFICERS

The Board of Governors may fill vacancies in any office or new office created at any meeting of the Board of Governors.

6. COMPENSATION

No officer shall receive a salary or any other compensation whatsoever, but shall be entitled to reimbursement for all expenses reasonably incurred in performing any duties pursuant to these Bylaws.

7. DUTIES OF OFFICERS

Any officer may be given additional assignments and duties by the Board of Governors.

8. REMOVAL FROM OFFICE

Any officer may be removed from office, with or without cause, by a two-thirds (2/3) vote of the members of the Board of Governors.

ARTICLE IX

COMMITTEES

1. COMMITTEES

There shall be an Election Committee, Membership Committee, Golf Committee, Green Committee, Marina Committee, Tennis Committee, Audit Committee, House Committee, Building & Grounds Committee and Finance Committee, known as the Standing Committees of the Club. In addition to the Standing Committees, the Board of Governors or the President may authorize the creation of other committees. If the Board of Governors authorizes an Executive Committee, its members shall be comprised solely of Governors appointed by the President and approved by the Board, with such powers and duties as may be lawfully delegated by the Board.

2. ELECTION COMMITTEE

Within sixty (60) to ninety (90) days after a new Board takes office on January 1, the Board of Governors shall elect an Election Committee to serve until a subsequent Board elects a new Election Committee. The Election Committee shall be composed of five (5) Equity Members, at least three (3) of whom shall not be members of the Board of Governors. It is desirable that Members be chosen to encompass all major Membership classes. Upon a vacancy occurring on the Election Committee for any reason, the remaining Election Committee members shall be authorized to continue to act without the necessity of replacing the vacated position(s). The Election Committee shall elect its own Chairman and Vice Chairman from among its members; provided, the Chairman of the Committee shall not be a member of the Board of Governors.

At the time and in the manner prescribed by the Election Committee, any Equity Member in good standing may submit his or her name to the Election Committee as a candidate for the Board of Governors. The Election Committee shall verify that each such candidate is a Member in good standing and shall prepare a list of such candidates for the Board of Governors consisting of not less than two (2) candidates for each vacancy and from Membership classes in such a way that the Board after election shall be in compliance with Article IV hereof. Members of the Election Committee, while serving on that committee, and their spouses shall be ineligible to be candidates for the Board of Governors. Not later than forty-five (45) days prior to each Annual Meeting of the Members, the Election Committee shall make a written report to the Equity Members of the candidates by mailing a copy, including resumes, to each Equity Member and by posting copies thereof on the Club bulletin board.

3. MEMBERSHIP COMMITTEE

A standing Membership Committee shall be advisory to the Board and be responsible for processing all proposals for new Members and making recommendations for action by the Board with respect to proposals for membership pursuant to Article X. The Committee shall also process Member reclassifications, recommend membership-processing procedures to the Board for its approval, recommend to the Board for its approval and then implement a membership development plan including but not limited to overseeing membership classes, the privileges thereof, and initiation fee structures.

4. GOLF COMMITTEE

The Golf Committee shall be advisory to the Board in matters pertaining to the golf program, such as programming of golf events, promulgation of playing rules, the golf shop and locker rooms, golf car selection, and maintenance of Members' handicaps. The Chairman of this committee shall also be a member of the Green Committee.

5. GREEN COMMITTEE

The Green Committee shall be advisory to the Board in matters pertaining to the golf course and its maintenance, upkeep, improvement and associated maintenance equipment. The Chairman of this committee shall also be a member of the Golf Committee.

6. FINANCE COMMITTEE

A standing Finance Committee shall be advisory to the Board and be responsible for (i) monitoring of the Club's general financial condition; (ii) reviewing and making recommendations to the Board regarding operating and capital budgets; (iii) monitoring and reviewing with respect to insurance coverage and the performance of all Club financial activities as compared to budgets, on a month to month and year to date basis; (iv) making recommendations to the Board regarding dues, fees and authorization of capital expenditures; and (v) performing such other financial functions as are delegated to it by the Board. The Treasurer shall be the Chairman of the Finance Committee.

7. MARINA COMMITTEE

The Marina Committee shall be advisory to the Board on matters concerning activities, budget, and dues for the Marina Facilities, and the operation, upkeep and maintenance of the same.

8. AUDIT COMMITTEE

The Audit Committee shall consist of three (3) Members, no more than one (1) of whom shall be a Governor, appointed by the President and subject to the approval of the Board. Neither the current nor the immediate past Treasurer of the Club shall be appointed to the Audit Committee. The term of the Audit Committee members shall be from April 1 to March 31 of the following year. The Audit Committee shall elect its own Chairperson. Should a vacancy occur on this Committee, it will be filled by appointment by the President, confirmed by the Board.

The Audit Committee shall report directly to the Board and have the following responsibilities:

- a. To arrange for and evaluate independently audited financial statements at least annually and to present results to the Board, if possible within ninety (90) days after the close of the fiscal year;
- b. To evaluate and recommend to the Board proposed changes to the Club's fiscal controls and procedures; and
- c. To serve as an independent entity to receive and evaluate allegations of possible fiscal misconduct by Governors, Club officers and/or staff personnel.

9. HOUSE COMMITTEE

The House Committee shall be advisory to the Board on matters concerning the operation of the clubhouse (except the pro shop and locker rooms); the maintenance, design, and furnishings of the clubhouse interiors; food and beverage operations; social activities; and the entertainment of members, their families, and their guests.

10. BUILDING & GROUNDS COMMITTEE

The Building & Grounds Committee shall be advisory to the Board on matters concerning the construction, maintenance, repair and use of all of the Club's facilities (hereinafter referred to as the "Club Facilities"), including parking areas and landscaping, except as to such facilities over which other committees have jurisdiction as provided in these Bylaws or by action of the Board.

11. TENNIS COMMITTEE

The Tennis Committee shall be advisory to the Board on matters concerning the activities and use of the Tennis Facilities in coordination with the Social Committee of the Foundation.

12. COMMITTEE MEMBERS

All committee members shall be Club Members in good standing and shall serve a one year term at the discretion and approval of the Board. Committee members shall be appointed by the committee Chair (except for Audit and Election), subject to the approval of the Board. All committees, excepting only the Election Committee, the Audit Committee, and the Executive Committee, if authorized, shall be advisory to the Board and professional management, and advisory to the Finance Committee on budgetary matters within their areas of responsibility. No committee shall have supervisory or independent authority to act on the Club's behalf unless as specifically authorized by Board resolution as in the case of the Executive Committee. Except in the case of the Election and Audit Committees, who shall elect their own Chairpersons, and the Finance Committee chaired by the Treasurer, the Chairs of the Standing Committees and such other committees as may be authorized by the Board or President shall be appointed by the President, subject to the approval of the Board. The Board may, but need not, require that the Chair of any Committee (except Election and Audit) also be a Governor.

ARTICLE X

MEMBERSHIPS

1. NUMBER OF MEMBERS

The Club shall issue Full Golf Memberships, Associate Memberships, Nonresident Memberships, and Social Memberships (together with Marina Memberships, collectively, the "Equity Memberships"). The maximum number of Full Golf Memberships in the Club is limited to three hundred seventy-five (375); the maximum number of Associate Memberships is limited to two hundred (200); and the maximum number of Nonresident Memberships is limited to fifty (50). The Club will offer a sufficient number of Social Memberships to allow the owner of each residential unit and lot in The Governor's Land residential community ("The Governor's Land") and each Marina Member in the Club to acquire at least a Social Membership.

2. ELIGIBILITY FOR MEMBERSHIP

Subject to availability and to the requirements of these Bylaws, the Club shall offer Memberships to persons who purchase residential units or lots in The Governor's Land who are approved for membership and to non-property owners who desire to use the Club Facilities and are approved for membership.

Each purchaser of a residential unit or lot in The Governor's Land, regardless of whether such purchaser is an initial purchaser or a resale purchaser, is required to acquire at least a Social Membership in the Club. Acquisition of a higher category of Equity Membership is optional. The purchaser must apply for a Membership and be approved by the Club prior to closing on the purchase of the residential unit or lot in The Governor's Land. The membership contribution to be paid will be that charged at the time the purchaser submits the Application for Membership to the Club.

If a person, other than a participant in The Governor's Land builder program, acquires two or more residential units or lots in The Governor's Land, the owner must apply for at least a Social Membership for each residential unit or lot and should apply for a Full Golf Membership or an Associate Membership for each residential unit or lot with which the property owner desires that Full Golf or Associate Membership privileges be associated. A Member will be responsible for the payment of dues with respect to each Membership and will not be entitled to any special privileges for ownership of more than one Membership.

3. USE PRIVILEGES OF MEMBERSHIP

All membership privileges are subject to the General Club Rules and these Bylaws. Each category of Membership entitles the Member to the following rights and privileges. The use privileges of each category will be strictly enforced.

Full Golf Membership. A Full Golf Membership permits the Member to use all of the golf, tennis, swimming and clubhouse facilities. Full Golf Members have a seven (7) day sign-up privilege to reserve golf tee times. Full Golf Members shall not pay greens fees or court fees for use of the golf and tennis facilities, but shall pay golf cart fees.

The Club recognizes that it may be necessary for Full Golf Members to reserve tee times more than (7) days in advance for special occasions. The Club's Board of Governors will permit each Full Golf Member to reserve a limited number of tee times up to six (6) months in advance. Initially, each Full Golf Member shall be entitled to reserve four (4) tee times per membership year up to six (6) months in advance. The Board of Governors shall have the authority to modify these advance tee time privileges from time to time in order to accommodate the changing needs of the membership.

Associate Membership. An Associate Membership permits the Member to use all of the tennis, swimming, and clubhouse facilities and to limited access to the golf facilities. Associate Members are permitted to play golf with a three (3) day sign-up privilege to reserve golf tee times. Associate Members are not permitted to use the golf facilities in the morning on Saturday, Sunday or holidays, except as a guest of a Full Golf or Nonresident Member and subject to the

guest policy of the Club and the requisite guest fees. Associate Members shall not pay greens fees or court fees for use of the golf and tennis facilities, but shall pay golf cart fees.

Social Membership. A Social Membership permits the Member to use all of the tennis, swimming and clubhouse facilities. Social Members are not charged court fees for use of the tennis facilities. Social Members may not use the golf facilities at the Club, except as a guest of another Member of the Club with golfing privileges and subject to the guest policy of the Club and the requisite guest fees.

Nonresident Membership. A Nonresident Membership is available to persons who do not own a residence or lot within a certain geographical area established by the Club. A Nonresident Membership permits the Member to use all of the golf, tennis, swimming, and clubhouse facilities on the same basis as Full Golf Members. Nonresident Members have a seven (7) day sign-up privilege to reserve golf tee times. Nonresident Members shall not pay greens fees or court fees for use of the golf and tennis facilities, but shall pay golf cart fees.

The Club recognizes that it may be necessary for Nonresident Members to reserve golf tee times more than seven (7) days in advance for special occasions. The Board of Governors of the Club will permit each Nonresident Member to reserve a limited number of tee times up to six (6) months in advance. Initially, each Nonresident Member shall be entitled to reserve four (4) tee times per membership year up to six (6) months in advance. The Board of Governors shall have the authority to modify these advance tee time privileges, from time to time, in order to accommodate the changing needs of the membership.

If a Nonresident Member purchases a residence or lot within the geographical area established by the Club, the Member must resign the Nonresident Membership. If a Nonresident Member acquires a residential unit in The Governor's Land, the Member must acquire either an available Social Membership, Associate Membership or Full Golf Membership. If a Nonresident Member acquires an unimproved lot in The Governor's Land, then the Nonresident Member must acquire either an available Social Membership, Associate Membership or Full Golf Membership, within two (2) years after acquiring such lot.

In order to provide the utmost playing pleasure for all members, the Club reserves the right, from time to time, to modify playing privileges for each category of membership, to establish different categories of membership and to establish rules governing access, sign-up privileges, reservation systems, and allocation of starting times with respect to the golf course and the other recreational facilities of the Club, provided that such modification, category or rule is not materially adverse to the rights of the Members. Any modification, category or rule which is materially adverse to the rights of the Members must be approved by a majority of the votes cast by the Members.

Each membership permits the Member and his or her immediate family to use the Club Facilities in accordance with the membership category selected. A Member's immediate family includes the Member's spouse, and their unmarried children under the age of twenty-three (23), who are living at home or attending school on a full-time basis.

An unmarried Member living together with another individual in the same household as a family unit will be permitted to designate the other individual on a membership year basis, upon payment of the required designee fee, to use the Club Facilities as an immediate family member. The Member shall be responsible for the payment of all charges and fees incurred by the designated user. The Club reserves the right to establish such fees and other rules it deems appropriate.

A Member's extended family shall be entitled to use the golf, tennis, swimming and dining facilities as a guest of the Member in accordance with the Member's category of Membership and the General Club Rules. Extended family members shall not be required to be accompanied by the Member when using the golf, tennis, swimming and dining facilities. An extended family member may not use the golf or tennis facilities more than a cumulative total of six times a membership year. The Club shall charge reduced fees, as determined by the Club from time to time, for the use of the Club Facilities by a Member's extended family. A Member's extended family will include the Member's children who are not immediate family, and the Member's grandchildren and parents and their spouses.

The Club reserves the right to designate certain "primary" playing times for the golf course as the number of members increases to enhance the enjoyment of golfers at the Club. During all times designated by the Club as "primary" playing times a membership with golf privileges will only be permitted to obtain one golf tee time. The purpose of having primary playing times is to enable the Club to better control golf play during prime-time periods by allowing only one golf tee time per membership. During times not designated as "primary" playing times, each membership shall be entitled to two golf tee times (i.e., a husband and wife may each obtain a separate tee time).

4. MEMBERSHIP CONTRIBUTION

Persons desiring to become Members in the Club must pay a membership contribution for the desired category of Membership in the amount and in the manner set forth in their Membership Purchase Agreement. In addition, a non-refundable fee to the "Capital Replacement Reserve Funds" will be paid by each new Member joining after January 1, 2005 or by each Social member upgrading to a Golf membership after January 1, 2005 in the amount established by the Club. The Capital Replacement Reserve Funds may only be used for rehabilitation and replacement of and major repairs to Non Golf and Golf facilities and equipment respectively. The Board of Governors of the Club will determine the membership contribution for Memberships and the non-refundable fee paid to the Capital Replacement Reserve Funds. The non-refundable fee paid to the Capital Replacement Reserve Funds shall not be considered part of the membership contribution paid by the Members for Membership in the Club.

5. VOTING

Members of the Club will be entitled to vote on all matters submitted to a vote of the Members of the Club. Except as otherwise provided in these Bylaws, Full Golf Memberships and Nonresident Memberships will be entitled to four (4) votes per membership, Associate Memberships will be entitled to two (2) votes per membership, and Social Memberships will be entitled to one (1) vote per membership.

Only one (1) person shall be entitled to cast all votes attributable to each Membership. If a Membership is held by a husband and wife jointly, either of them may cast the votes in connection with such Membership. However, if both spouses submit proxies or ballots with respect to any one election or member vote, neither shall be counted unless both spouses advise the Club, before the deadline for submission of ballots or proxies, in writing as to which ballot or proxy to count. If a Membership is owned by two (2) or more individuals (other than spouses) or by a corporation, partnership, trust, or other entity, the owner(s) of the Membership shall notify the Club in writing of the one (1) person who shall be authorized to cast all votes in connection with such Membership (the "authorized designee"). Any votes cast by any person other than the authorized designee for such Membership shall not be counted by the Club.

6. APPLICATION FOR MEMBERSHIP

a. All Applications for Membership shall be in the form prescribed by the Board of Governors and shall be signed by the applicant.

b. All applicants acquiring a Membership from the Club must be approved by a vote of the Board of Governors in accordance with applicable law. The Board of Governors, either directly or through its Membership Committee, will undertake the necessary investigation and appraisal of an applicant. This may include an interview with the applicant at the sole discretion of the Board of Governors. Three (3) dissenting votes of members of the Board of Governors shall constitute disapproval.

c. Applicants approved for membership in the Club who fail to pay the membership contribution or membership dues, fees, and other charges within thirty (30) days after notice that they are due and payable, may forfeit their right to Membership.

d. Comments from members with respect to prospective members shall be privileged communications, and only the Membership Committee and the Board of Governors (and no one else) shall have access to such communications.

7. MEMBERSHIP CERTIFICATES

a. Every accepted Member who paid the required membership contribution shall receive a membership certificate. Each membership certificate shall be in a form approved by the Board of Governors and shall state that the same is issued subject to the Bylaws of the Club as they now are or may be amended and shall be subscribed by the President and Secretary and under the Seal of the Club.

b. Membership certificates are not redeemable or transferable except as specifically provided by these Bylaws and then only through the Treasurer of the Club. Whenever any person shall cease to be a Member, whether by death, resignation, recall, expulsion, or other provisions of these Bylaws, such cessation shall operate to authorize the Treasurer of the Club to effectuate the redemption, cancellation, purchase or sale of the Membership in accordance with and in the manner prescribed by these Bylaws.

8. RESIGNATIONS AND TRANSFERS OF MEMBERSHIPS

a. Memberships may not be resigned, changed, transferred or assigned except as provided in this Section 8, Section 10 or Section 13 hereof.

b. A Member may sell or otherwise transfer a Membership only to the Club. Members who desire to sell their Memberships must give the Club written notice that their Memberships are available for the Club to repurchase.

c. The Club is only obligated to repurchase a Membership when an individual who is approved for Membership pays the membership contribution then charged for the resigning Member's category of Membership. In the event there are no eligible persons who desire to purchase a Membership, the resigned Membership will be placed on the bottom of a waiting list to be repurchased by the Club on a first-resigned, first-repurchased basis ("seller's waiting list").

d. The Club will maintain separate buyer's waiting lists of eligible persons who desire to acquire a Membership in the Club ("buyer's waiting list"). The first buyer's waiting list, with the highest priority, will be composed of existing Members who desire to upgrade to a higher category of Membership. The second buyer's waiting list will include Invitational Members of the Club. The third buyer's waiting list with the lowest priority will include non-property owners who are not Members of the Club. These three buyer's waiting lists will be maintained separately for each category of Membership.

e. A resigning Member who sells his or her residential unit or lot either in The Governor's Land or outside The Governor's Land may arrange for the Club to transfer the Membership-(s) associated with such residential unit or lot to the purchaser of such residential unit or lot.

When a Membership is resigned by a Member or when the buyer of the Member's residential unit or lot does not acquire the same category of Membership, then the resigned Membership will be placed on the bottom of a seller's waiting list to be repurchased by the Club and reissued to the first person on the highest priority buyer's waiting list established by the Club for that particular category of Membership. A separate seller's waiting list will be maintained for each category of Membership. As long as the Club still holds Memberships for sale, the Board of Governors shall determine the proportion of sales which shall come from Memberships held by the Club, provided, no less than every fifth Membership issued in each category of Membership in the Club will be a resigned Membership held by the Club for resale.

The waiting lists will be maintained by the Secretary of the Club and will be available for inspection by the Members of the Club at any time during the Club's normal business hours.

f. A resigning Member other than an Invitational Member is entitled to repayment of the membership contribution paid for Membership only after the Membership has been repurchased by the Club and reissued to a new Member who has paid the required membership contribution. The amount of the membership contribution to be repaid to the resigning Member upon the resale of the Membership by the Club will be eighty percent (80%) of the amount of the

cash membership contribution (excluding any fee paid to the Capital Replacement Reserve Funds) then charged by the Club for the resigned Member's category of Membership. The Club will deduct from the amount to be paid to the resigning Member any amount which the resigning Member owes to the Club, including but not limited to, dues, fees and any remaining membership contribution.

Upon the resale of an Invitational Membership, the resigning Member will be repaid the amount of the initiation deposit previously paid by the resigning Member as set forth in Article XI of these Bylaws.

The difference between the membership contribution paid by the successor Member and the amount repaid to the resigning Member and any amount owed to the Club will be retained by the Club and deposited in an escrow account called the Club Fund.

g. A resigned Member shall be obligated to continue to pay dues, assessments and other charges associated with the resigned membership until the occurrence of the earlier of (i) the repurchase of the membership by the Club, (ii) the end of the membership year in which the membership is resigned, or (iii) the time the Member no longer owns property in or within fifty (50) miles of The Governor's Land and has moved his or her primary residence more than fifty (50) miles from The Governor's Land. A resigned member, during the time he or she is obligated to pay dues, assessments and other charges pursuant to this paragraph, shall have the right to use the Club Facilities consistent with the category of his or her resigned Membership.

h. Members may arrange through the Club to assign their memberships to any residential unit or lot they own in The Governor's Land. If a Member wants to assign the membership to a residential unit or lot which the Member is purchasing from another Member of the Club, the prior written approval of both members to the assignment must be delivered to the Club on such forms as may be designated by the Club from time to time.

9. MULTIPLE OWNERSHIP

To facilitate various methods of owning property and for the convenience of Members, Membership in the Club may be owned by an entity such as a corporation, a partnership, a trust or some other form of multiple ownership. Only one person and his or her immediate family may be designated by the owner of the Membership to use the membership privileges at any one time. The owner shall only be entitled to change the designation of the beneficial user of such Membership once during any membership year upon payment of the required transfer fee. The owner shall be required to notify the Club in writing of the one person or family who shall have the right to use the membership privileges associated with the Membership. Any other persons or families using the Club Facilities during the same time period shall be guests, subject to the guest policy of the Club and shall be charged guest fees.

10. RIGHT TO UPGRADE AND DOWNGRADE CATEGORY OF MEMBERSHIP

a. Members may apply to the Club to upgrade to a higher category of Membership. However, the opportunity to upgrade is subject to approval by the Club and the availability of such higher category of Membership. An upgrading Member will pay (i) the difference between

the membership contribution then charged for the category of Membership owned by the upgrading Member and the membership contribution then being charged for the higher category of Membership, (ii) the difference between the non-refundable fee to the Capital Replacement Reserve Funds then charged for the category of Membership owned by the upgrading Member and the non-refundable fee to the Capital Replacement Reserve Funds then being charged for the higher category of Membership, and (iii) any administrative fee charged by the Club from time to time for upgrading. The upgrade amount will be paid to the Club if the higher category of Membership is a resigned Membership held by the Club for resale.

b. Members may apply to the Club to downgrade to a lower category of Membership as provided in this paragraph. However, the opportunity to downgrade is subject to approval by the Club and the availability of such lower category of Membership. A Full Golf or Associate Member may downgrade his or her category of Membership to a Social Membership at the end of the membership year by giving no less than ninety (90) days advance written notice to the Club. Such Member must pay any administrative fee charged by the Club for such downgrade, the amount of which may be changed from time to time. The payment of additional membership contributions or fees to the Capital Replacement Reserve Funds shall not be required. The prior Full Golf or Associate Membership will be placed on the sales list as provided in Section 8 hereof, and a zero-cost, zero-value Social Membership will be issued to the downgrading member. Such zero-cost, zero-value Social Membership shall be retired when the downgraded Social Member resigns his or her Social Membership. In addition, a Full Golf Member may downgrade his or her category of membership to an Associate Membership at the end of the membership year by giving no less than ninety (90) days advance written notice to the Club. Such Member must acquire an Associate Membership and must pay any administrative fee charged by the Club for such downgrade, the amount of which may be changed from time to time. The payment of additional fees to the Capital Replacement Reserve Funds shall not be required. The prior Full Golf Membership will be placed on the sales list as provided in Section 8 hereof.

11. EXCHANGE OF PLAYING PRIVILEGES

Members may arrange through the Club to exchange their membership privileges with those of another Member of a different category of Membership upon obtaining the approval of the Club to the exchange of membership privileges and upon the exchanging Members' payment of all of their respective dues, fees, and charges related to such Memberships. The exchange of membership privileges will be effective for only a twelve-month period and will not affect the exchanging Members' right to their underlying Membership or their obligations for the Membership, including any assessments. The Club shall maintain a list of Members who desire to exchange Membership privileges.

12. LESSEE PRIVILEGES

The Club provides privileges to use the Club Facilities to lessees of a Member's residential unit in The Governor's Land. Members who lease their residential units in The Governor's Land will be entitled to designate the lessees of their residential units who have a lease term complying with the Foundation documents as the beneficial users of their Memberships. During the period when the lessee is designated as the beneficial user of the

membership, the lessor Member will not have any rights or privileges to use the Golf, Clubhouse and Marina Facilities except as a guest of another Member of the Club with privileges to use the Golf, Clubhouse and Marina Facilities. The lessee must submit an application and be approved by the Club and pay the required administrative fee prior to use of the Club Facilities. A lessee who is designated as the beneficial user of the Member's Membership shall be permitted, upon approval and payment of all required charges and fees, to the same privileges to use the Club Facilities as the lessor Member.

13. TRANSFER UPON DEATH OR DIVORCE

a. Upon the death of a Member who owns a residential unit or lot in The Governor's Land, the Membership may pass to the legatee or heir of the residential unit or lot in The Governor's Land, who shall have the right to acquire the deceased Member's Membership without the payment of any additional membership contribution. In this event, the legatee or heir must notify the Club in writing of his or her desire to acquire the deceased Member's Membership in the Club and be approved by the Club. However, the legatee or heir must pay all dues, charges, debt service and assessments for the intervening time between the date of the Member's death and the date of the application.

b. Upon the death of a Member who does not own a residential unit or lot in The Governor's Land, the Membership shall pass to the Member's spouse without the payment of any additional membership contribution. In this event, the spouse must notify the Club in writing of his or her desire to acquire the deceased Member's Membership in the Club and be approved by the Club, if he or she has not been previously approved. If there is no spouse or the spouse does not desire to acquire the Membership, the Membership may pass to the heir or legatee of the Membership, without the payment of a membership contribution, but with the payment of any transfer fee charged by the Club from time to time. In this event, the heir or legatee must notify the Club in writing of his or her desire to acquire the Membership, must be approved by the Club, and pay all dues, charges, debt service and assessments for the intervening time between the date of the Member's death and the date of the application.

c. In the event married Members are legally separated or divorced, title to the membership certificate, including all rights and benefits given to the holder thereof, shall vest in the spouse awarded the residential unit or lot in The Governor's Land and if the Member does not own a residential unit or lot in The Governor's Land then title to the membership certificate, including all rights and benefits given to the holder thereof, shall vest in the spouse awarded the Membership in the Club. Both of the divorced or legally separated persons must give written notice to the Club designating the person who is entitled to the rights and privileges of the Membership immediately after the divorce or legal separation. Until written notice has been provided to the Club, both spouses shall remain responsible for the payment of all dues, fees, charges and assessments associated with such membership certificate.

14. INACTIVE DUES CATEGORY FOR FULL GOLF MEMBERS

The Club may offer an inactive dues category to certain Full Golf Members from time to time in the discretion of the Club. The inactive dues category may only be selected by Full Golf Members who own a lot in The Governor's Land, whose residence has not yet been constructed

and who do not own a residence within a certain geographical area of the Club. A Full Golf Member may remain inactive for no longer than two years, unless the Board of Governors extends the two year period in its discretion, on a case by case basis.

The inactive dues selection will require the Full Golf Member selecting the inactive status to pay the dues established by the Club from time to time. An inactive Full Golf Member will be permitted to play golf with a three-day sign-up privilege up to ten times per year upon payment of greens fees and golf cart fees.

ARTICLE XI

OTHER MEMBERSHIP PRIVILEGES

1. INVITATIONAL MEMBERSHIPS

The Club may offer recallable non-equity, non-voting memberships known as "Invitational Memberships".

Invitational Memberships may be recalled at any time with ninety days prior notice as necessary on a last-in, first-out basis to enable the Club to admit new Full Golf Members. The club may issue Full Golf Memberships to the extent of the Full Golf Membership limit during the ninety day period, so that the total number of Equity Full Golf Memberships and Invitational Full Golf Memberships may exceed 375 during the ninety day period.

All Invitational Members joining the Club on or after January 1, 2006, will be required to pay an initiation fee as determined by the Club from time to time and will be required to pay annual dues based on the membership privileges selected. The initiation fee shall consist of a non-refundable amount to be applied toward reserves and a refundable amount to be repaid to the Invitational Member after the Invitational Membership is recalled, or upon a resale of the membership if the Invitational Membership is voluntarily resigned. Both the non-refundable and the refundable portions of the initiation fee shall be established by the Board of Governors from time to time for each type of Invitational Membership. Invitational Members who purchase a residential unit or lot in The Governor's Land within two years of purchasing their Membership will be permitted to purchase an available Membership for the membership contribution in effect when the Member acquired the Invitational Membership.

As long as the Club is offering Invitational Memberships, every fifth Invitational Membership issued in the Club will be a resigned Invitational Membership which is available for resale by the Club. In the event Invitational Memberships are no longer being offered, then resigned Invitational Memberships shall be placed on the resigned membership waiting list for the appropriate category of Membership and reissued on the same basis as the other resigned Memberships of that category. Dues will not be refundable when the Invitational Membership is recalled or resigned.

Invitational Members will not be entitled to vote on any Club matters and will not have any ownership interest in the Club Facilities. The rights and privileges of Invitational Members will be determined by the Board of Governors of the Club from time to time.

The Club shall initially offer only Invitational Full Golf Memberships but reserves the right to offer Invitational Associate Memberships. If Invitational Associate Memberships are offered, the number of Invitational Associate Memberships and Associate Memberships will not exceed two hundred (200). Invitational Associate Memberships may be recalled at any time in the same manner as Invitational Full Golf Memberships.

2. MARINA MEMBERSHIPS

The Marina Facilities currently include 100 wet slips, consisting of 78 wet slips at Piers A, B and C and 17 perimeter wet slips that are assigned to specific residential units, 5 end ties at the end of the dock, docks, harbormaster building, boat access ramp, and parking area.

The end ties will be available for use by all Members and their guests on a first-come, first-served basis in accordance with the rules and upon payment of the appropriate fees. The Club shall also permit members of the Club to use the boat access ramp, harbormaster building and parking area at the marina upon payment of an annual fee and such other user fees or Marina Capital Replacement Fund contribution as may be established by the Club from time to time.

The maximum number of Marina Memberships in the Club shall be equal to the number of wet slips not including the end ties. Prior to the issuance of all Marina Memberships, the available wet slips may be leased by the Club upon such terms and conditions established from time to time.

The Marina Membership shall only be an add-on category of membership and shall be a supplement to other Memberships in the Club, such as the Full Golf Memberships, Associate Memberships, Nonresident Memberships, or Social Memberships. To obtain a Marina Membership, the prospective Member must also be at least a Social Member in the Club. Therefore, in order to continue the use of the Marina Membership, the underlying Membership in the Club must remain in good standing. In the event that the underlying Membership in the Club is suspended or terminated, then the Marina Membership shall also be suspended and/or terminated during the same period.

The Marina Membership entitles the Member to the non-exclusive use of the boat access ramp, harbormaster building, parking area and other related facilities at the marina and the exclusive use of a wet slip in the marina designated by the Club on an annual basis, in accordance with the rules established by the Club from time to time. To obtain a Marina Membership, the Member shall pay a membership contribution established from time to time and a non-refundable fee to the "Marina Capital Replacement Fund" in the amount established by the Club. The Marina Capital Replacement Fund may only be used for capital improvements or repairs to the Marina Facilities, including the dredging of the marina basin. The membership contribution required for a Marina Membership will be established by the Board of Governors of the Club. The non-refundable fee paid to the Marina Capital Replacement Fund shall not be considered part of the membership contribution paid by the Member for Membership in the Club.

Each Marina Membership will be entitled to one vote on all matters to be voted on by Marina Members as a class. Any changes or additions to the Marina Facilities and any changes to the Marina Rules section of the General Club Rules, must be approved by a majority of the Marina Members. On matters voted on by all Members in the Club, the Marina Membership shall not entitle the Member to any additional votes and each Marina Member shall be entitled to as many votes as are allocated to the Marina Member's underlying category of membership.

The monthly fees charged Marina Members and others to use the Marina Facilities shall be established so that revenues match expenses, and not so as to create a cash operating surplus from the operation of the Marina Facilities taking into account reasonable reserves for improvements, repairs and other items to the Marina Facilities. The Marina Committee of the Club shall prepare annual budgets for operation of the Marina Facilities and recommend to the Board of Governors of the Club the monthly fees and other charges for use of the Marina Facilities and shall recommend changes to the Marina Rules section of the General Club Rules.

The monthly fees payable by Marina Members will be based on the length of the underlying wet slip to which the Marina Member has exclusive use or such other basis determined by the Club. Marina Members not using their designated wet slip may make their wet slip available for use by other Members in accordance with the rules of the Club.

A Marina Member may sell or otherwise transfer the Marina Membership only to the Club. Marina Members who desire to sell their membership must give the Club written notice that their memberships are available for the Club to repurchase. When a Marina Member sells his or her residential unit or lot in The Governor's Land, the Member may arrange for the Club to repurchase both the Marina Membership and the corresponding Equity Membership so that they can be resold by the Club to the buyer of the resigning Member's residential unit or lot. In addition, the Marina Member may resign his or her Marina Membership when the Marina Member is not selling his or her residential unit or lot in The Governor's Land or the purchaser of the residential unit or lot is not acquiring a Marina Membership. The resigned Marina Membership will be placed on a seller's list to be repurchased by the Club on a first-resigned, first-repurchased basis. The Marina Membership to be repurchased will be the next resigned Marina Membership on the seller's list. A resigning Marina Member is entitled to a refund only after the Marina Membership has been repurchased by the Club and reissued to a new Member who has paid the required membership contribution. The amount of the membership contribution to be repaid to the resigning Marina Member upon the resale of the membership by the Club will be eighty percent of the membership contribution (excluding any fee paid to the Marina Capital Replacement Fund) then charged by the Club for the Marina Membership. The Club will deduct from the amount to be paid to the resigning Marina Member any amount which the resigning Member owes to the Club, including but not limited to monthly fees and other charges. The difference between the membership contribution paid by the successor Marina Member and the amount repaid to the resigned Marina Member will be retained by the Club and deposited in the Marina Capital Replacement Fund and may be used on the same basis as any other amounts deposited in the Marina Capital Replacement Fund.

The Club reserves the right to offer a non-equity, nonvoting Marina Membership on a recallable basis known as an Invitational Marina Membership. Invitational Marina Memberships may be recalled by the Club at any time with ninety days prior notice on a last-in, first-out basis.

Upon recall or reissuance of the resigned membership privileges, the Marina Member will be repaid one hundred percent of the initiation deposit previously paid within fifteen days after recall or reissuance by the Club. In the event a Marina Membership is recalled, then the recalled Marina Member shall have a period of thirty days to provide a written request requiring the recall of the underlying category of membership. In this event, the Club shall recall the underlying category of membership and immediately refund the required amount to the recalled Member.

3. DINING MEMBERSHIPS

The Club may issue 125 non-equity, nonvoting, recallable Dining Memberships. A Dining Membership permits the Member to use the Clubhouse Facilities including the dining room and grille, catering, and attend Club social events. Dining Members may not use the golf, tennis or swimming facilities at the Club, except as a guest of another Member of the Club with those privileges. The Club shall be diligent in enforcing the limitations on Dining Members' use of the Club Facilities. Dining Memberships may not be recalled for a one year period from the date of issuance. The Board of Governors may recall any Dining Membership after the nonrecall guarantee period applicable to such membership on a last-acquired, first-recalled basis. The Board of Governors shall determine when to recall Dining Memberships, taking into account the usage of the Clubhouse Facilities.

ARTICLE XII

GUEST PRIVILEGES

Guests of Members may be extended guest privileges subject to applicable guest fees, charges, and the General Club Rules established from time to time by the Board of Governors. Guest privileges may be denied, withdrawn, or revoked at any time for reasons considered sufficient by the Board of Governors in its sole and absolute discretion. A houseguest is defined as a guest temporarily residing in a Member's residence. All other guests of a Member shall be considered day guests.

The terms and conditions for use of the Club Facilities by guests may be modified from time to time by the Board of Governors by amending the General Club Rules.

ARTICLE XIII

DUES, FEES, AND CHARGES

The Club's membership year will constitute the twelve (12) month period commencing January 1 and ending on December 31. Each year the Board of Governors of the Club will determine the amount of dues, fees and charges to be paid by each Member for the next membership year including any administrative fees that the Club may charge for the upgrading or downgrading of membership or lessee privileges in accordance with these Bylaws, which shall be set forth in a Schedule of Dues, Fees and Charges that is available for review at the Membership Office. Dues shall be due and payable, on or before the fifteenth day of each month during the membership year, unless otherwise determined by the Board of Governors. It shall be

the policy of the Club that the dues and the other receipts of the Club shall be sufficient, insofar as possible to project, to meet the annual operating needs and reserves of the Club.

The budget and the amount of dues to be paid each year by the Members shall be determined by the Board of Governors, subject to the percentage relationship among Full Golf Membership, Associate Membership, and Social Membership dues described below. The dues for each Full Golf Membership, Associate Membership, Nonresident Membership, Social Membership and Invitational Membership held by Members who do not own property in The Governor's Land will consist of two components: (i) an equal amount of dues for each Member for the Swim and Tennis Facilities established by the Social Committee of the Foundation, and (ii) dues for the golf and clubhouse facilities established by the Board of Governors of the Club, as previously set forth. Each year the Board of Governors in its sole discretion may include in the budget for the Club Facilities a provision for capital replacements and capital repairs for the clubhouse, grounds, and other facilities.

Associate Membership dues shall be established at 75% of Full Golf Membership dues. Any future increase in the percentage relationship between Full Golf Membership dues and Associate Membership dues or any material change in the rights or privileges associated with the Associate Membership shall require the approval of the Board of Governors and a majority vote of Associate Members entitled to vote. Any future decrease in the percentage relationship between Full Golf Membership dues and Associate Membership dues shall require the approval of the Board of Governors and a majority of all members entitled to vote.

Social Membership dues shall be established at 20% of Full Golf Membership dues, except that dues for Social Members as of May 1994 shall be governed by the Membership Plan effective prior to May 1994, which established Social Membership dues at 10% of Full Golf Membership dues until their memberships are resigned and reissued. Any future increase in the percentage relationship between Full Golf Membership dues and Social Membership dues or any material change in the rights or privileges associated with the Social Membership shall require the approval of the Board of Governors and a majority vote of Social Members entitled to vote. Any future decrease in the percentage relationship between Full Golf Membership dues and Social Membership dues shall require the approval of the Board of Governors and a majority vote of all members entitled to vote.

New members, upon admission, shall pay dues pro rata on the basis of the number of months remaining in the membership year.

Members as of May, 1994 shall continue to have the following privileges, which were set forth in the Plan for the Offering of Memberships and Bylaws in effect prior to May 1994: The amount of the dues component for the golf and clubhouse facilities established by the Board of Governors to be paid by Social Members as of May, 1994 shall never be greater than ten percent (10%) of the dues component for the golf and clubhouse facilities to be paid by the Full Golf Members at any time. The amount of the dues component for the golf and clubhouse facilities to be paid by Associate Members as of May, 1994 shall never be greater than seventy-five (75%) of the amount of the dues component for the golf and clubhouse facilities to be paid by the Full Golf Members at any time. The total amount of dues of Nonresident Members as of May, 1994

for both Swim and Tennis Facilities and the golf and clubhouse facilities shall not exceed one-half (1/2) of the dues paid by Full Golf Members.

Upon the written request of a Member setting forth unique or special reasons therefor, to be kept in the Club's permanent files for that Member, the Board of Governors may provide temporary relief from the Member's financial obligations for a period of time not to exceed one year, upon such terms and conditions as the Board, in its sole discretion may deem appropriate. No Member may request such relief more than once every five years.

ARTICLE XIV

DELINQUENCIES

1. STATEMENT

An itemized statement of any dues, assessments, and current charges shall be mailed monthly to each Member. Any Member failing to pay his or her indebtedness to the Club within thirty (30) days from the date of the statement shall be subject to such action as is determined appropriate by the Board of Governors. The failure of any Member to pay dues and any other charges incurred at the Club within the prescribed period shall constitute grounds for forfeiture of his or her membership.

2. LIENS

The Club shall have a lien against each Membership for any unpaid dues or other charges of a Member, which lien shall also accrue reasonable attorneys' fees incurred by the Club incident to the collection of the dues or other charges, or the enforcement of any lien, whether or not legal proceedings are initiated. The lien may, but need not be, recorded among the public records of James City County, Virginia, by filing a claim therein which states the name of the Member, the number of the membership, and the amount claimed to be due. The lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing the lien have been paid. A claim of lien may be signed by any officer of the Club. Upon full payment, the Member making payment shall be entitled to be reinstated as a Member in good standing of the Club and shall be entitled to a release of lien to be prepared and recorded at the Member's expense. All liens may be foreclosed by the Club in the manner permitted by applicable law. The Club may also, at its option, sue to recover a money judgment for unpaid dues or other charges, without thereby waiving its lien securing the same.

No Member shall be permitted to create, incur, assume, or suffer to exist upon the Member's membership any liens and security interests whatsoever except to the extent the lien and security interest represents a purchase money lien and security interest incurred as a result of acquiring the membership.

ARTICLE XV

DISCIPLINE

Any Member or any family member or guest of the Member whose conduct shall be deemed by the appropriate committee to be improper or likely to endanger the welfare, safety, harmony, or good reputation of the Club or its members, may be reprimanded, fined, suspended, or expelled from the Club by action of the Board of Governors. The Board of Governors shall be the sole judge of what constitutes improper conduct or conduct likely to endanger the welfare, safety, harmony, or good reputation of the Club or its members. A Member may also be reprimanded, fined, suspended, or expelled from the Club by the Board of Governors for non-payment of Club dues, charges, or fees.

Disciplinary action regarding use of the Swim and Tennis Facilities shall be taken only by the Social Committee. The Board of Governors' power to implement disciplinary action shall apply to the facilities of the Club other than the Swim and Tennis Facilities.

1. BOARD ACTION

A Member shall be notified of any proposed disciplinary action and shall be given an opportunity to be heard by the Board of Governors to show cause why the Member should not be disciplined in accordance with this Article. If the Member desires to be heard, the Member must provide a written request for a hearing to the Board of Governors within thirty (30) days of the date of the Club's notice to the Member of the proposed action. Upon the Board's receipt of the written request for a hearing, the Board of Governors shall set a time and date for such hearing, which shall in no event be fewer than ten (10) days after such request. While the complaint is being considered by the Board of Governors, the Member shall enjoy all privileges of the Club to which the Member was entitled prior to the complaint.

2. SUSPENSION

The Board of Governors may suspend a Member and/or any family member or guest of the Member from some or all of the privileges of the Club for a period of up to one (1) year. Dues and other obligations shall accrue during such suspension and must be paid in full when due.

3. RESIGNATION - REQUEST BY BOARD

The Board of Governors may, by a two-thirds (2/3) vote of the Governors present, request the resignation of any Member of the Club for cause deemed sufficient by the Board of Governors.

4. EXPULSION

A Member may be expelled or suspended by the Club if the appropriate committee of the Club determines that the Member's conduct was improper or likely to endanger the welfare, safety, harmony, or good reputation of the Club or its members.

Any Member of the Club who has been expelled shall not again be eligible for membership nor admitted to the Club Facilities under any circumstances. A Member who has been expelled from the Club shall forfeit his or her membership in the Club and will be entitled to the return of any membership contribution previously paid to the Club on the same basis as any resigned membership in the Club. An expelled Member shall be notified by registered mail and shall have the obligation to surrender the membership certificate and, at the option of the Club, shall forfeit all rights and privileges of membership.

ARTICLE XVI

MISCELLANEOUS

1. FISCAL YEAR

The fiscal year of the Club shall commence on the first day of January and conclude on the last day of December.

2. ASSESSMENTS

The Board of Governors may find it necessary to make assessments, in addition to dues, to cover any operating deficits which may occur from operation of the Club Facilities. Any assessment to cover operating deficits will be prorated among Members in proportion to the amount of dues charged each Member during the year in which the deficit occurs.

Any assessment for capital improvements except for capital improvements to the Swim and Tennis Facilities shall be voted on as provided in this Section by Members who will be required to pay the proposed capital assessment. The capital assessment shall only be effective if a majority of the votes associated with the Memberships entitled to vote are voted in favor of the capital assessment.

Assessments for capital expenditures to the main (non-golf) area of the clubhouse and grounds shall be voted on by all Members, on a one-Member, one-vote basis and shall be assessed equally against each Member. Such expenditures must be approved by a simple majority of the Members. Any capital assessments for the Swim and Tennis Facilities shall be governed by the Social Committee.

Assessments for capital expenditures to facilities which are only available for use by certain categories of Members (such as the golf course and the marina) shall only be voted on and shall only be paid by those Members who are entitled to use those facilities.

Failure to pay any assessments shall subject a Member to the same penalties as failure to pay any other indebtedness to the Club.

3. CONFLICT BETWEEN BYLAWS AND CERTIFICATE OF INCORPORATION

In the event of a conflict between the terms of these Bylaws and the Certificate of Incorporation, the latter shall prevail.

4. DISSOLUTION

In the event of dissolution or final liquidation of the Club, all of the property and assets of the Club, after payment of its debts, shall be distributed, as provided in the Certificate of Incorporation.

5. FOUNDATION ACCESS TO CLUBHOUSE

The Club's clubhouse will be available on a reasonable basis for use by the Board of Directors of the Foundation, committees of the Foundation, and the membership of the Foundation.

ARTICLE XVII

AMENDMENTS

1. BY MEMBERS

These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted, only by: (a) a majority vote of all of the members of the Board of Governors, and (b) a majority of the votes cast by the Members in person or by proxy at any duly-called annual or special meeting of the Members of the Club at which a quorum of the Members is present either in person or by proxy. The proposed amendment must be set forth in the notice of the meeting. There shall be additional requirements for certain amendments, notwithstanding the foregoing, including: (i) increases or decreases in the percentage relationship among Full Golf, Associate or Social Membership dues or any material change in the rights or privileges associated with the Associate or Social Membership categories shall be governed by Article XIII hereof; and (ii) certain amendments require the approval of two thirds (2/3) of all the votes associated with all of the outstanding memberships in accordance with Section 2 below.

2. RESTRICTIONS ON AMENDMENTS

Even after the initial sale of all Memberships, Members of the Club may not, without the vote of approval of two-thirds (2/3) of all of the votes associated with all outstanding Equity Memberships, change, modify or delete: (a) the maximum number of Members allowed in any category of Membership, the privileges of any category of Membership or terminate any category of Membership as described in these Bylaws and with regard to Nonresident Memberships a majority vote of the Nonresident Memberships will also be required, (b) the restrictions or limitations on assessments as described in these Bylaws, (c) the eligibility to acquire a Membership as described in these Bylaws, or (d) this Section 2.

Certificate Of Incorporation

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
TWO RIVERS CLUB AT THE GOVERNOR'S LAND**

Under Chapter 1 of Title 8
of the Delaware Code

The undersigned hereby certifies:

1. The name of the corporation is TWO RIVERS CLUB AT THE GOVERNOR'S LAND.
2. The certificate of incorporation was filed February 8, 1991, and was amended and restated on January 10, 1997 (as amended and restated, the "Certificate").
3. The following Amended and Restated Certificate of Incorporation was duly adopted in accordance with Section 245 of the General Corporation Law of the State of Delaware.
4. The text of the Certificate is hereby amended and restated to read as herein set forth.

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
TWO RIVERS CLUB AT THE GOVERNOR'S LAND
(a Nonstock Corporation)**

The undersigned person, pursuant to Chapter 1 of Title 8 of the Delaware Code (the "General Corporation Law"), hereby executes the following Certificate of Incorporation and sets forth:

**ARTICLE I
Name**

The name of the corporation is "TWO RIVERS CLUB AT THE GOVERNOR'S LAND" (hereinafter referred to as the "Club").

**ARTICLE II
Initial Registered Agent and Registered Office**

The initial registered agent and office of the Club is The Corporation Trust Company located in New Castle County at The Corporation Trust Center, 1209 Orange Street Wilmington, Delaware 19801.

ARTICLE III
Purpose and Powers

The sole purpose of the Club is to own and operate a private country club exclusively for the pleasure and recreation of its members and their guests and other non-profitable purposes. The Club shall be empowered to acquire, rent, lease, let, hold, own, buy, convey, mortgage, bond, sell or assign property, real, personal or mixed, and to borrow money, whether secured or unsecured, and to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware. This corporation shall be a non-profit corporation.

ARTICLE IV
Duration

The period of the duration of the Club is perpetual.

ARTICLE V
Prohibition Against Distribution of Income

The Club is one which does not permit pecuniary gain or profit. No part of any net earnings shall inure to the benefit of any member, Governor, or officer, and, as such, they will have no interest in or title to any of the property or assets of the Club except in accordance with the provisions herein relating to dissolution of the Club. Nothing herein shall prohibit the Club from reimbursing its Governors and officers for all reasonable expenses incurred in performing services rendered to the Club.

ARTICLE VI
Capital Stock

The Club shall not have any capital stock and the conditions of membership shall be stated in the Bylaws.

ARTICLE VII
Memberships

The categories of membership in the Club are Full Golf Memberships, Associate Memberships, Nonresident Memberships, Social Memberships, Invitational Memberships, and Marina Memberships. Qualifications for membership and the manner of admission shall be as set forth by the Bylaws of the Club.

ARTICLE VIII
Voting Rights

Except as otherwise provided in the Bylaws, a Full Golf Membership and Nonresident Membership entitles the holder thereof to four (4) votes; an Associate Membership entitles the holder thereof to two (2) votes; and a Social Membership entitles the holder thereof to one (1) vote on all matters to be voted on by the members of the Club. A Marina Membership entitles the holder thereof to one (1) vote on all matters to be voted on by the Marina Members as a class. No other classes of Membership shall have voting rights.

ARTICLE IX
Liability for Debts

Neither the members nor the officers or Governors of the Club shall be liable for the debts of the Club.

ARTICLE X
Board of Governors

A Board of Governors shall be responsible for the government and administration of the affairs and property of the Club and will have the exclusive authority to accept members, set dues and charges, establish rules and regulations, and in general, control the management and affairs of the Club. The Board of Governors shall consist of eight (8) Full Golf Members, four (4) Associate Members, two (2) Social Members, and one (1) Marina Member. Each year, the Members will elect five (5) members to the Board of Governors who will serve for a term of three (3) years. The members of the Board of Governors may be removed, with or without cause, by a majority vote of the Members entitled to vote.

ARTICLE XI
Amendment of Bylaws

The Bylaws of the Club may be altered or amended only if such alteration or amendment is approved by the Board of Governors and by the Members entitled to vote, in accordance with the procedures set forth in the Bylaws.

ARTICLE XII
Indemnification

The Club shall indemnify its Governors and officers, and may indemnify its employees and agents to the fullest extent permitted by the provisions of Section 145 of the General Corporation Law, as the same may be amended and supplemented, from and against any and all of the expenses or liabilities incurred in defending a civil or criminal proceeding, or other matters referred to in or covered by said provisions, including advancement of expenses prior to the final disposition of such proceedings and amounts paid in settlement of such proceedings, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of members or disinterested Governors, officers or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Governor, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person, and an adjudication of liability shall not affect the right to indemnification for those indemnified.

ARTICLE XIII
Dissolution

In the event of dissolution or final liquidation of the Club, all of the property and assets of the Club, after payment of its debts, will be distributed, as permitted by Delaware law or a court having jurisdiction, among the holders of the Full Golf, Associate, Nonresident, Social and Marina Memberships, pro rata, in proportion to the value of their Memberships as last fixed by the Club.

ARTICLE XIV
Elimination of Liability of Governors

There shall be no liability for the acts or omissions of any Governor of the Corporation in any proceeding brought by members (or a member) of the Corporation in the right of the Corporation or brought by or on behalf of the members (or member) of the Corporation, unless otherwise provided by the laws of the State of Delaware, arising out of any single transaction, occurrence, or course of conduct pursuant to Section 102(b)(7) of the General Corporation Law, as the same may be amended and supplemented; provided, however, that this Article XIV shall not eliminate the liability of a Governor (i) for any breach of the Governor's duty of loyalty to the Corporation or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law as the same may be amended or supplemented, or (iv) for any transaction from which the Governor derived an improper personal benefit

ARTICLE XV
Transfer of Membership

A membership may be transferred only through the Club, except as otherwise provided in the Bylaws of the Club, in accordance with procedures set forth in the Bylaws of the Club. A member who has been expelled from the Club shall surrender his or her membership certificate to the Club in accordance with the procedure set forth in the Bylaws of the Club.

Amended and Restated
as of December 3, 2001.

IN WITNESS WHEREOF, we have subscribed to this certificate, this ____ day of December, 2001, and affirmed that the statements made herein are true under penalties of perjury.

President

Secretary

STATE OF VIRGINIA)
) ss:
COUNTY OF JAMES CITY)

On this ____ day of December, 2001 before me personally came _____, to me known and known to me to be the individual described in and who executed the foregoing Amended and Restated Certificate of Incorporation, and he duly acknowledged to me that he executed the same.

Notary Public

STATE OF VIRGINIA)
) ss:
COUNTY OF JAMES CITY)

On this ____ day of December, 2001 before me personally came _____, to me known and known to me to be the individual described in and who executed the foregoing Amended and Restated Certificate of Incorporation, and he duly acknowledged to me that he executed the same.

Notary Public

General Club Rules

*General Rules Revised
July 2013*

TWO RIVERS COUNTRY CLUB

GENERAL CLUB RULES

It is the intent of management of the Club to limit these rules to the minimum required for the mutual enjoyment of the Club by all its members and their guests. The obligation of enforcing these rules for the good of all members is placed primarily in the hands of the General Manager and the Club management staff whose principal responsibility is to assure you of all the courtesies, comforts and services to which you, as a member of this Club, are entitled. It is further the responsibility of the membership of the Club to know these rules and to cooperate in the enforcement thereof.

SECTION I

CLUB RULES

1. The Club and its facilities shall be open for use by members and their guests on days and during the hours established from time to time by the Board of Governors of the Club.
2. Alcoholic beverages will not be served or sold, nor permitted to be consumed, on the premises during hours prohibited by law. Alcoholic beverages will not be sold or served to any persons not permitted to purchase the same under applicable laws or be sold for off-premises consumption. All alcoholic beverages consumed or otherwise possessed on the premises of the Club must be sold and purchased at the Club.
3. All food and beverages consumed on Club property must be furnished by the Club.
4. A member shall not charge a fee or admission to any event held at the Club or advertise or sell access to the Club Facilities
5. All Club member complaints, criticisms or suggestions of any kind relating to any of the operations of the Club must be submitted in writing, signed and addressed to the Club General Manager with the Club member identified. An exception to this requirement is the Comment Cards that need not be signed.
6. No skateboards or rollerblading will be allowed on Club property at any time. This includes the private portion of Two Rivers Road (that portion of Two Rivers Road extending from the intersection of Two Rivers Road from the westerly end of Founder's Hill Road North to Two Rivers Point), all cart paths, the Clubhouse parking lot and the Marina parking lot.
7. Operators of golf cars on Club property and the private portion of Two Rivers Road must be at least sixteen years old and have a valid drivers license.
8. All cell phones should either be turned off or put on vibrate ring when entering the Clubhouse. Talking on cell phones is prohibited in the Clubhouse except in the rest rooms. The silent checking of Email and text messages and making outgoing text messages is permitted.
9. Any member who verbally abuses a member of the Club staff will be brought before the Grievance Committee for appropriate action.
10. No animals or pets of any kind are permitted in the Clubhouse or on the grounds immediately surrounding the Clubhouse including the parking lot, lawn areas, cart paths and putting greens.
11. Smoking is prohibited in the entire TRCC Clubhouse, Terrace Bar, outdoor patios and Park East/West tennis courts/pools/fitness center. Smoking is permitted only on the small patio on the North side of the River Room. Exceptions to the smoking policy are at the discretion of the General Manager.

12. Events for solicitation of the membership require authorization from the General Manager or the Board of Governors. No item or service of any kind shall be offered for sale on or around the Club's premises unless specifically authorized by the General Manager or the Board of Governors. The announcement for the event will clearly state that items or services will be available for purchase.
13. No subscription list (other than lists, petitions, etc. distributed for or with respect to Club affairs) shall be presented or circulated on or around the Club's premises, unless specifically authorized in writing by the Board of Governors.
14. Neither the Club's membership list, nor information taken or derived there from, shall be released or made available to a non-member, unless specifically authorized in writing by the Board of Governors (and, in such a case, only for official Club business).
15. The membership directory, in both written and electronic format including email addresses, is for the personal use of the membership. The release or sale of this directory for any purpose is strictly prohibited. Member use of this directory for business or charitable purposes or for any solicitation is also strictly prohibited.
16. The email distribution list is maintained by the club management for its exclusive use and that of the Board of Governors for the promotion of club-sponsored activities and events, and for pertinent news and official correspondence of the club as approved by the Board of Governors. Any other use, including any member use for personal gain, solicitation or promotion, is strictly prohibited.
17. Any member observing a violation of the club rules should bring it discretely to the attention of club management for resolution. All violations shall be addressed by club management and not by another member. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action in accordance with the Bylaws of the Club.
18. The Board of Governors of the Club reserves the right to amend or modify these rules when necessary and will notify the membership of any change.

MEMBERSHIP CARDS AND CLUB CHARGES

1. A membership card indicating a club account number and the type of membership will be issued to the Club member as well as other eligible members of his or her family. A membership card may not be used by any person other than the person to whom it is issued.
2. All food, beverage, merchandise, and services of the Club charged to the member's club account will be billed monthly together with dues, fees and other charges and shall be deemed delinquent if not paid in full by the end of the month the statement is issued. A late fee of twenty-five dollars (\$25.00) will be assessed against member accounts with a balance due at the end of the period when the next statement is processed. In addition, there will be a monthly finance charge of one and one-half percent (1 ½%) on all balances thirty (30) plus days past due. The names of all members with balances sixty (60) plus days past due will be presented to the Board of Governors to be recorded along with the delinquent sums in the meeting minutes. The member names will be posted in the Clubhouse for public view. For members with balances ninety (90) plus days past due, the names will be posted in the Clubhouse for public view and the member will be suspended from the use of Club facilities until all sums due are paid in full. When members are one hundred twenty (120) plus days past due, action may be taken by the Board of Governors pursuant to the Club bylaws.
3. Members with balances greater than ninety (90) days past due will be suspended from all use of club facilities. This suspension will include the loss of privileges to charge to their club account for any merchandise or service provided by the club (i.e. pro shops; cart fees, guest

fees, fuel at Marina, etc.). Such suspension will cease when the member's balance drops below ninety days past due, in accordance with current practice.

4. If the club account of any member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection. If the Club commences any legal action to collect any amount owed by any member, or to enforce any other liability of any member to the Club, and if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of the legal action and reasonable attorneys' fees (including fees required in connection with appellate proceedings).
5. Cash, personal check, or member charge will be accepted at the Golf Shop except guests and outing participants may use credit cards. All other transactions in the Clubhouse will be on a member charge.
6. The Club may permit a Member to establish a "temporary guest account" to which the Member's guest may charge his or her purchases and transactions at the Club, to be billed to the guest's mailing address. The Member must sign a form guaranteeing payment of the guest charges. Any outstanding balance will be transferred to the sponsoring Member's account if it is not paid by the guest within 60 days of the bill.
7. In the event of a lost or stolen membership card, the Club must be notified in writing immediately. The member shall be responsible for all charges placed on the account until written notification of card loss has been received by the Club.

RESIGNATION, SUSPENSION, AND TERMINATION OF MEMBERSHIP

1. A member may resign membership in the Club by delivering to the General Manager written notice of resignation in accordance with the Bylaws of the Club. Notwithstanding any resignation, suspension or termination of a membership, the member shall remain liable for any amounts unpaid on the member's club account.
2. A member may be terminated or suspended by the Club if, in the sole judgment of the Club, the member:
 - a. submits false information on the application for membership, which if it had been truthfully disclosed, would have rendered the applicant ineligible for membership;
 - b. submits false information on the application for use privileges by a guest of the member or property lessee;
 - c. permits his or her membership card or club account to be used by anyone other than the designated holder;
 - d. exhibits unsatisfactory behavior, deportment, or appearance;
 - e. fails to pay any amount owed to the Club in a proper and timely manner as defined in the previous section;
 - f. fails to abide by the rules and regulations as set forth for use of the facilities of the Club;
 - g. treats the personnel or employees of the Club in an unreasonable or abusive manner;
 - h. engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the Club or its members.
3. The Club may at any time, and from time to time, restrict or suspend, for any of the causes described in the preceding paragraph, any member's rights to use any or all of the facilities of the Club. No such member shall on account of any such restriction or suspension be entitled to a refund of any membership contribution, membership dues or any other fees or charges. During the restriction or suspension, membership dues, food minimums, assessments and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each member as a condition of membership, and each guest as a condition of invitation to the premises of the Club, assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any private property used or stored on the premises of the Club.
2. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club's premises, without authorization by a Club management member. Every member of the Club shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged, or sponsored by the Club, caused by the member, any guest or any family member. The cost of any damage shall be charged to the member's club account.
3. Any member, guest, or family member who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege, or service whatsoever owned, leased, or operated by the Club, including without limitation the use of golf cars or who engages in any contest, game, function, exercise, competition, or other activity operated, organized, arranged, or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk. The member shall indemnify and hold harmless the Club and its governors, officers, employees, representatives, and agents from any and all loss, cost, claim, injury, damage or liability sustained or incurred by the member, family member or guest of the member, resulting therefrom and/or from any act or omission of any governor, officer, employee, representative, or agent of the Club.
4. Should any member bring suit against the Club for any claim and fail to obtain judgment therein against it, the member shall be liable to the Club for all costs and expenses incurred by it in the defense of such suit, including reasonable attorneys' fees (including fees required in connection with appellate proceedings).

SERVICE CHARGE

1. A service charge will be added to all food and beverage sales for the convenience of members, however it may be increased, decreased, or eliminated at the member's discretion. The Board of Governors will determine the suggested amount of the service charge. Additional tipping on food and beverage sales is not necessary. Tips are distributed to all service personnel based on hours worked. In the instance where a member wishes to recognize exemplary service by one individual, an additional tip may be added to your bill which is paid solely to the waiter or bartender whose name is on the bill.
2. Tipping is permitted by members with respect to other Club service employees, including parking attendants, locker attendants, bag room attendants, car runners, bag drop attendants, and beverage car servers, at the discretion of the members, to recognize outstanding service.

RESERVATIONS & CANCELLATIONS

1. Dinner reservations are strongly encouraged and may be required for certain events. The courtesy of providing notice of necessary changes or cancellations is requested no later than 5:00 p.m. on the day involved or as set in advance by Club management.
2. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 5:00 p.m. on the day involved. For a party of ten or more, a minimum additional twenty-four hour notice is required. It is further required that, for private parties of ten or more, a set menu be arranged whenever possible. Reservations are required for most

activities of the Club and are taken on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club.

3. For all functions of the Club held in the dining rooms of the Club, tables will be assigned on a first-call, first-choice basis. Reservations for special tables will not be accepted. Reservations will be honored for the number of people for which the reservation is requested. Additional members of a party, beyond the number for which the original reservation was made, will not be seated with that party unless there is adequate additional seating available.
4. Reservations for dining in the River Room will be held for only fifteen minutes after the reserved time.
5. Reservations for banquets should be made at least three weeks in advance. A non-refundable deposit may be required for a banquet reservation.
6. Any member who does not attend a special event for which the member has made a reservation, will be charged the full amount to the member's account club account.

CHILDREN

Children under twelve years of age are permitted on the Club property only if accompanied or supervised by an adult. Children under the lawful drinking age are not permitted in any bar or lounge unaccompanied by an adult.

Two Rivers Country Club Dress Code *(Revised September 1, 2010)*

The Board of Governors and House Committee have adopted the following guidelines regarding dress in the various areas of the club. It is the intent of the Board and Committee to establish a standard of tasteful and traditional dress that will ensure an atmosphere of dignity and respect for fellow members.

It is the responsibility of members to ensure that they, their children over 8 years of age and their guests adhere to the standard of dress as outlined below. If in any doubt, members are encouraged to be conservative in their dress. The Board of Governors has given Club Management the authority to address violations. Any member observing a violation of the dress code should bring it discreetly to the Club Manager on duty. All dress code violations should be addressed by Club Management and not by the membership.

Club management will advise when there are exceptions to the following dress code.

Definitions

Acceptable Golf and Tennis Attire: Attire approved by the respective committees and detailed in the member handbook. Additionally, acceptable wear is posted in the locker rooms.

Casual Attire: Approved Golf and Tennis attire and swimsuits with appropriate coverings and footwear.

Country Club Casual: Gentlemen will wear slacks, Bermuda length shorts, collared shirts, turtle and mock turtleneck shirts or crew neck shirts, while ladies will wear slacks, dresses, skirts or shorts of conservative length.

Semi-Formal Attire: For men, slacks, collared shirts, turtle and mock turtleneck shirts, crew neck shirts or sweaters. Suits or sports coats are always welcome.. Ladies will wear dresses or skirts, pantsuits, blazers, slacks or Capri pants, blouses or dressier tops. Bermuda shorts and denim of any color are NOT considered semi-formal.

Semi-formal attire is required at Sunday brunches and special holiday buffets including Easter Sunday, Mother's Day, Thanksgiving and the Christmas Holiday.

Unacceptable Attire: Anytime while inside any areas of the clubhouse or the terrace bar and screened porch. Blue jeans, sweat shirts or pants, short shorts, tee shirts, tank tops and sleeveless shirts for men and clothing that exposes the midriff. Clothing which is dirty, has frayed edges, visible rips or tears is not permitted. Hats/caps for gentlemen are to be removed while in the clubhouse dining and bar areas.

Children: Those children eight years of age and older are expected to comply with the dress code. They are to be appropriately dressed, well mannered, seated while dining, and walk at all times when in the clubhouse. Children under 12 must be accompanied by an adult when dining in the River Room.

Venues: Club management will advise when there are exceptions to the following dress code.

River Room And Adjacent Patio Areas

Dinner – semi-formal attire*

On Saturday evening a suit coat or sports jacket, with tie optional, is required for men and young men over 16.

*Due to large member dining turnout, management may elect to use the River Room for overflow seating and, therefore, semi-formal attire may not be enforced.

Cypress Lounge

Country Club Casual

The Cypress Lounge is a multi-functional room that, if used as part of a River Room event, the River Room dress standard will apply.

Osprey Grill and Bar

Country Club Casual and approved Golf and Tennis attire are permitted.

Terrace Bar, Terrace Areas, Screened Porch

Country Club Casual and Casual Attire is permitted

When dining following sports play, please use the Osprey Bar and Grill, terrace or screened porch areas.

Clubhouse Carryout – For Pickup (Only)

Presentable attire will be worn. Clothing which is ripped, torn or frayed is not permitted.

Members should use the Club's side entrance only. Those who also wish to use the Osprey Lounge/Grille/Terrace or other areas of the Club should dress appropriately for those areas.

MAILING ADDRESSES

Each member shall be responsible for submitting to the Club a mailing address to which all notices and invoices are to be sent. A member shall be deemed to have received mailings from the Club ten days after they have been mailed to the address on file with the Club. In the absence of an address filing with the Club, any Club mailing may, with the same effect as described above, be addressed as the Club General Manager may think is most likely to cause its prompt delivery.

GUESTS

Guests of members may be extended guest privileges subject to applicable guest fees, charges, and rules and regulations established from time to time by the Board of Governors.

Guests of members may be extended privileges on an occasional basis to participate in events in the Clubhouse. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Board of Governors in its sole and absolute discretion.

CLUBHOUSE GUEST

Guests of members may be extended privileges on an occasional basis to participate in events in the Clubhouse.

DAY/HOUSE GUESTS

1. Day/House Guests, including extended family members of the member, may not use the golf or tennis facilities of the Club more than a cumulative total of six times per membership year. (Immediate Family is defined as those children under 18 or under 23 if a full time student or children, grandchildren or parents who live full time with the member due to medical or disability problems. Extended Family is defined as parents, children, other than in the above category, children's spouses, grandchildren and grandparents.)
2. A particular individual using the facilities of the Club as a day guest must be registered with the Club by the sponsoring member. The Club reserves the right to require identification of each guest. Guests will be charged guest fees for use of the facilities of the Club as **determined from time to time by the Board of Governors.**
3. Day Guests will be entitled to use the facilities of the Club only in accordance with the privileges of the membership of the sponsoring member upon payment of use fees.
4. The sponsoring member shall be responsible for all charges incurred by the guest.
5. Guest privileges may be limited by the Club, from time to time, in the sole and absolute discretion of the Club. The Club will give notice of such limitation.
6. The sponsoring member is responsible for the conduct of a guest while at the Club. If the manner, deportment, or appearance of any day guest is deemed to be unsatisfactory, the sponsoring member shall at the request of the Club, cause such Day/House guest to leave the premises of the Club.
7. The member shall pay the guest fees for his or her guests using the Club facilities, including Associate Golf Members who use the golf facilities as guests during weekend and holiday mornings and is responsible for all charges incurred by the guest.

HOUSEGUESTS

1. Houseguests must be registered by the sponsoring member with the Club, prior to the arrival of the guests. Application forms requesting Houseguest privileges may be obtained from the Membership Office. Houseguest privileges will be extended to guests of a member while that guest is residing in a member's residence. To provide membership privileges for a Houseguest, the sponsoring member must initiate the application for Houseguest membership prior to the arrival date of the Houseguest.
2. Guest cards will be issued for the length of stay, up to a maximum of two weeks. Upon the expiration of the card, renewal of Houseguest privileges will be granted at the discretion of the Club. Houseguest privileges may not be granted for any one Houseguest for more than a cumulative period of three weeks per membership year.
3. Houseguests will be entitled to use the facilities of the Club only in accordance with the privileges of the membership of the sponsoring member upon payment of daily use fees.
4. Houseguests are permitted to use the facilities of the Club unaccompanied by the member in accordance with the rules and regulations established by the Board of Governors from time to time.

5. Houseguests may be charged a weekly Houseguest membership fee (as listed in schedule of dues, fees, and charges) for each one-week period during which they are guests.
6. The sponsoring member does not have to give up membership rights for the period of time the Houseguest is in residence.
7. The Houseguest, upon approval of the Club, will be issued temporary charge privileges. The Houseguest will have the opportunity to pay his or her charges at the Club.
8. The sponsoring member is responsible for all unpaid charges made by his or her Houseguests that are unpaid after the customary billing and collection procedure of the Club.
9. Houseguests must have their guest card with them at all times while using the facilities of the Club. The Club reserves the right to require identification by each guest.
10. Houseguest privileges may be limited by the Club, from time to time, in the sole and absolute discretion of the Club. Notice of such limitation will be given by the Club.
11. The sponsoring member is responsible for the conduct of a Houseguest while at the Club. If the manner, deportment, or appearance of any Houseguest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such Houseguest to surrender the guest card and leave the premises of the Club.
12. Usage of the Club Facilities by Houseguests shall be in addition to any usage of the Club Facilities by the same person as a day guest. For example, a particular person may use the golf and tennis facilities six times per membership year as a day guest and also use the golf and tennis facilities as a Houseguest when temporarily residing in a member's residence in accordance with these rules.

CORPORATE MEMBERSHIPS

1. Guests of corporate members are subject to the same frequency of play restrictions as other guests, i.e. they may play the course no more than six (6) times per year in total.
2. Those holding a corporate membership typically, but are not required to, accompany their guests when playing the golf course. Corporate members may sponsor up to one foursome per day to play the course unaccompanied.

EXTENDED FAMILY

1. Extended family members of a member are not required to be accompanied by the member when using the golf, tennis, swimming, and dining facilities.
2. The Club shall have the right to require the member or the member's extended family member to provide or complete such documentation confirming his or her relationship to the member, as the Club shall determine appropriate, from time to time.
3. Reduced guest fees will be charged for extended family member's use of the Club facilities as day guests and as Houseguests.

NANNIES

Nannies and babysitters, in the discharge of their employment responsibilities, may use the Club facilities.

SECTION II

GOLF

GENERAL GOLF RULES

1. The USGA Rules of Golf together with the Rules of Etiquette as adopted by the USGA shall be the rules of the Club, except when in conflict with local rules or with any of the rules herein.
2. All members and guests must register in the Golf Shop before beginning play. Players are **NOT** permitted to start play from their residences unless permission is received from the professional staff.
3. Practice is not allowed on the golf course. The driving range and practice putting greens should be used for all practice.
4. "Course Closed" or "Hole Closed" signs are to be obeyed.
5. All players must adhere to the "Pace of Play" program.
6. The Golf Committee must recommend and the Board of Governors must approve all tournament schedules. The Tournament Committee will designate specific events to be classified Exempt Tournaments if they deem that there should be such events. An Exempt Tournament is an event in which an Associate Golf Member may participate, without paying a green fee, on a Saturday, Sunday, or Holiday before noon. The General Manager and Head Golf Professional must approve all golf outings that are scheduled on Mondays. Golf Outings to be held on play days other than Mondays must be recommended by the Golf Committee and approved by Board of Governors.
7. Players are requested to pick up tees after driving. Players should be careful in discarding broken tees since the tees damage the mowers and puncture golf car tires. Broken tees should be discarded in the rough adjacent to teeing areas or in the trash receptacles.
8. Enter and leave bunkers at the lowest point. Smooth sand over with a rake upon exiting the bunker. Rakes should be left outside the bunkers upon exiting.
9. Repair all ball marks on the green and in the apron.
10. Repair all divots with sand or "kick them in."
11. Only management of the Club shall be permitted to remove or to employ others to remove golf balls from water hazards.
12. Golf Rangers may be on duty to help regulate play and enforce golf car regulations. The Golf Rangers have full authority on the golf course to enforce all rules and speed of play.
13. Each player must have his or her own set of golf clubs.
14. All players are required to wear proper attire at all times. A description of "proper attire" shall be posted prominently in the locker rooms. Members are expected to ensure that their guests and children adhere to such rules.
Acceptable golf attire for gentlemen is a shirt with collar and sleeves, and slacks or golf shorts (up to four inches above the knee).
Acceptable golf attire for ladies is dresses, skirts, slacks, golf shorts, and shirts.
15. The TRCC golf course accepts soft spikes only. No ceramic or metal spikes are allowed. Appropriate golf shoes are required on the golf course and practice area.
16. *Improperly dressed golfers will not be allowed on the golf course.*
17. If lightning is in the area, all play shall cease and players shall be responsible for seeking appropriate shelter immediately.
18. The hours of play and Golf Shop hours will be posted in the Golf Shop. The Golf Professionals and the Golf Course Superintendent will determine when the golf course is unfit for play. Their decision shall be final.
19. Jogging and walking are permitted on the golf course paths only before the start of play. Bicycle riding, skateboarding, and rollerblading are not permitted at anytime.

20. Juniors, eight (8) to sixteen (16) years of age, must exhibit their knowledge of golf and its rules of etiquette to the satisfaction of the Head Golf Professional to obtain a "TRCC Junior Playing Permission Certificate." Holders of a "TRCC Junior Playing Permission Certificate" are allowed to use the golf facilities unaccompanied by an adult. Juniors without the certificate and children under the age of eight (8) must be accompanied by an adult whenever using the golf facilities unless playing in a Club-sponsored tournament.
21. No individual beverage coolers are permitted on the golf course.
22. Twosomes and threesomes may play at the discretion of the Golf Shop Pro Staff. Foursomes shall have the right of way, but should allow smaller groups the opportunity to play through if there are open holes ahead of them. If possible, two-somes and singles will be grouped with other players.

Groups of five (5) players are permitted from November 1 through March 31 with permission from the Head or acting Head Golf Professional. Groups of five (5) players are permitted from April 1 through October 31 after 2 p.m. Tuesday through Friday with the permission from the Head or acting Head Golf Professional.

23. Members and guests are authorized to use private or Club owned walking carts, both pull and motorized, on the golf course during playing hours, provided they pay the appropriate fee. Privately owned walking carts must comply with the criteria as established by the Professional Staff. Club management reserves the right to restrict or prohibit walking and carrying of golf bags or use of a walking cart and require the use of a golf car.
24. Under Article X, Section 3, Paragraphs 3 and 7 of the TRCC bylaws, respectively, Full Golf Members and Nonresident Members are entitled to reserve four (4) tee times, per membership, up to six (6) months in advance (however, pursuant to the Board's authority as set forth in such Paragraphs 3 and 7, these rules also require that there be a guest (non-TRCC member) in each foursome). Under the bylaws Associate Golf Members are not explicitly entitled to make advance tee time reservations; however under these rules, pursuant to Article X, Sec. 3, Paragraph 9, the Board of Governors has authorized the Head Golf Professional, at his discretion, to allow Associate Golf Members to make up to three (3) advance tee times, per membership, up to three (3) months in advance at times consistent with Associate Golf Members' playing privileges, provided there is a guest (non-TRCC member) in each foursome.
25. The golf course will be marked in accordance with USGA Rules of Golf. The Head Golf Professional is responsible for ensuring that the course is properly marked at all times, to include the placement of out of bounds (OB) stakes. Out of Bounds is beyond the boundaries of the course and is defined by 1-1/2 x 1-1/2 inch white stakes. OB stakes will be placed on the property lines of property adjoining the golf course when practical.

HOURS OF PLAY

The golf course will be open from Tuesday morning through Sunday evening and after 12:30 PM on Mondays provided no Outing is scheduled. On Mondays, the course will be open to walking and walking with pull/push carts. All Monday play must start from Hole No. 1 and no privately owned driving electric/gasoline golf cars will be permitted.

GOLF STARTING TIMES AND SIGN-UP PROCEDURES

1. Monday: Held open for course maintenance and Outings. Shotgun start for outings to begin after 12:00 p.m. Earlier starts may be permitted upon approval of the General Manager. If no Outing is scheduled, the course will be open to walking and pull/push cart golfers after 12:30 PM. All Monday play must start from Hole No. 1.

2. Tuesday: Straight tee times starting at 8:00 a.m. (10-minute intervals).
3. Wednesday: Ladies Day.
 - a. No other play to start from Hole No. 1 prior to 8:30 AM shotgun;
 - b. 18 Hole Ladies Group: 8:30 AM shotgun start using Hole Nos. 14-18 and 1;
 - c. 9 Hole Ladies Group: will start on Hole No. 10 at 8:20 AM using tee times (10-minute intervals);
 - d. 11:30 AM course open to all golf members for regular play.
4. Thursday: Men's Day:
 - a. No play to start prior to 8:30 AM shotgun;
 - b. 18 Hole Men's Group: 8:30 AM shotgun start using Hole Nos. 10-18 and No. 1;
 - c. 9 Hole Men's Group: Will start on Hole No. 10 at 9:00 AM using tee times (10-minute intervals);
 - d. 11:30 AM course open to all golf members for regular play by tee times.
5. Friday: Straight tee times starting at 7:30 AM (10-minute intervals).
6. Saturdays, Sundays, and Holidays: Straight tee times starting at 7:00 AM (9-minute intervals for the first 3 hours, then 10-minute intervals after 10:00 AM).
Note: The above starting times are for the period May 1 through August 31.
7. Starting times may be adjusted to a later start later in the season. These adjusted starting times will be published in the TRCC Monthly Review by the Professional Staff 30 days prior to the effective date of change.
8. Primary Playing Times: These times are designated as anytime before 11:00 AM on Fridays, Saturdays, Sundays, and Holidays during the period of April 1 through November 30. During these designated times a membership with golfing privileges will only be permitted to obtain one tee time.
9. At the discretion of the Professional Staff, play will be limited to foursomes during primary playing times unless there are no other members or guests available to make up a foursome.
10. Sign Up Procedures for Saturday morning: Sign up will be on a first come first serve basis according to the following procedures: First member to arrive at the Golf Shop posts a sign-in sheet (to include time of arrival and name) on the door of the Golf Shop. This sign-in sheet is to establish a pecking order for the Professional Staff to use in making advance tee times for members who are present at the Golf Shop. The Golf Shop will open at 6:20 AM on Saturday mornings. The Professional Staff will use the sign-up sheet to call the names of members in the order of sign-in and will make the 7-day advance tee time notation. At 6:30 AM the Professional Staff will start taking phone calls from members for 7-day advance tee times.

PRACTICE FACILITY

1. The practice facility is open during normal golf course operating hours. It will be closed for maintenance on Mondays or days after holidays until after 12:30 p.m.
2. Practice balls are for use on the practice facility only. Practice balls are not permitted to be used on the golf course.
3. Each player using the practice facility must purchase range balls at the Golf Shop or participate in the Annual Range Program.
4. Parking of golf cars is allowed in designated areas.
5. Practice balls must be hit from designated areas only.
6. Proper golf attire is required at all times on the practice facility.

GOLF CAR RULES

1. Golf cars shall not be used by a member or guest on the property of the Club without proper assignment and registration in the Golf Shop.
2. Each operator of a golf car must be at least sixteen (16) years of age and have a valid automobile driver's license.
3. Only two (2) persons and two (2) sets of golf clubs are permitted per golf car unless the car is configured to carry three (3) golf bags.
4. Obey all golf car traffic signs.
5. TRCC Golf cars are not allowed on public roads and walking/bike paths.
6. Rules regarding golf car use will be posted in the Golf Shop and may change due to weather or maintenance conditions. Management reserves the right to review the golf car policies from time to time. Anyone abusing these policies will be warned by the Golf Ranger or Golf Professional on duty. Second offenders will be asked to leave the golf course and face possible fines and/or suspension of privileges.
7. Operation of a golf car is at the risk of the operator. Cost of repair to a golf car which is damaged by a member or family member will be charged to the member or, in the case of damage by a guest, to the sponsoring member. Members using a golf car will be held fully responsible for any and all damages, and the member shall reimburse the Club and/or any operator of the Club for any and all damages the Club may sustain.
8. The member using a golf car accepts and assumes all responsibility for liability connected with operation of the golf car. The member also expressly indemnifies and agrees to hold harmless the Club and its governors, officers, employees, affiliates, representatives and agents, from any and all damages, whether direct or consequential, arising from or related to the use and operation of the golf car by the member, any family member and any guest.
9. Golf cars shall be driven on the golf course only when the course is open for play.
10. When cars are allowed off the car paths, golfers must take care not to overuse the same routes to and from the fairway.
11. Violations of the golf car rules may result in loss of golf car privileges and/or playing privileges.

PRIVATE GOLF CAR RULES

1. Private golf cars are permitted in The Governor's Land community subject to these General Club Rules established by the Club and Virginia Department of Highways. The privilege to use a private golf car is non-transferable and non-assignable. The Club requires annual approval of private golf cars to assure that the appearance and other standards set forth herein are met. The Club may require routine maintenance to be performed on privately owned golf cars.
2. The Club does not permit the personalization of private golf cars, such as names or logos. All private golf cars shall be four wheeled, electric powered, of a standard size/model, and a two passenger car with canopy. (Members owning gas powered cars as of January 1, 2002 will be grandfathered until such time these cars are replaced).
 - a. All private golf cars shall be of the Club Car or E-Z-Go manufacture and be colored white, cream or beige. The golf cars should resemble the TRCC Golf Car Fleet as closely as possible.
 - b. Private golf cars may be equipped for road use. If not equipped for road use, it may only be used on the member's private property and golf course facilities. The member is

- responsible to maintain the golf car in good operating conditions and the maintenance of a suitable appearance.
- c. Members should consult the Head Golf Professional prior to purchasing a private golf car.
 3. All golf car owners agree to comply with the rules and regulations established by the Club as they may be amended from time to time.
 4. Trail fee privileges are for the benefit of the golf car owner and members of his or her immediate family. Anyone playing with the golf car owner shall be required to pay the golf car fee established by the Club.
 5. All golf car owners must store their car in a garage serving their home or in other areas specifically designated by the Architecture Review Board of The Governor's Land Foundation (the "Foundation") as golf car parking areas. No golf car shall be placed, parked or stored on the lawn or driveway of any home.
 6. All golf car owners shall be required to sign a release of liability agreeing to hold the Club, and the Foundation harmless as a result of any loss or damage relating to the operation of the golf car.
 7. Each year a resident using a private golf car shall be required to provide the Club with a certificate of insurance stating that the operation of the golf car is covered by a liability insurance policy of the resident with policy limits in such amounts determined by the Club from time to time. The resident shall name as an additional insured on such policy those parties requested by the Club from time to time and shall require that such policy provide that it can only be canceled upon thirty (30) days prior written notice to the Club.
 8. Members using a private golf car will be held fully responsible for any and all damages caused by the misuse of the golf car by the member, his or her family or guests, and the member shall reimburse the Club for any and all damages the Club may sustain by reason of misuse, including without limitation, damage to other golf cars and any property of the Club.
 9. In the event a golf car operator is involved in an accident resulting in an injury or property damage, the operator must immediately notify the Club General Manager and the appropriate law enforcement agency.
 10. Private golf cars are only permitted to be used on or in Two Rivers Country Club's golf course property or club property upon the execution of a yearly trail fee agreement with the Club.
 11. Residents using a private golf car are required to ensure that their private cars are restricted to licensed drivers who will operate the car in a safe, prudent manner and in accordance with all governmental regulations. No one under the age of sixteen (16) is permitted to drive a golf car.
 12. Private golf cars can be used when other Members can use the Club's golf cars, unless otherwise determined by the Club.
 13. Golf cars may only be used during daylight hours unless equipped with equipment authorized by the Department of Motor Vehicles for nighttime travel.
 14. Private car owners who have an executed trail fee agreement in full force and effect may play golf without a golf car and walk the course during the hours that the golf course is open, without payment of any car/cart or other fee.
 15. Violations of these General Club Rules may result in the revocation of private golf car privileges.

PRIVATE PULL/PUSH CAR RULES

Privately owned pull/push golf carts must meet the following criteria:

1. Must have tires 2.5 inches in width or be inflatable. (When tires are inflatable they offer less resistance, therefore inflatable tires may be smaller than 2.5 inches in width).

2. Pull/push golf carts MUST NOT be brought within 30 feet of the greens.

HANDICAPS (Revised 03/20/2013)

1. Handicaps are computed under the supervision of the Golf Professional and TRCC Handicap Committee in accordance with the current USGA Handicap System.
2. Members must have a USGA approved handicap to participate in Club and Association tournaments. All scores submitted for handicaps may be reviewed by the Handicap Committee, and handicaps submitted for tournaments may be reviewed by the Tournament Committee.
3. To establish a handicap, a member must have turned in a minimum of five (5) scores. Members are responsible for posting all their scores as soon as practicable after a round of golf. Any member failing to post a qualifying score could result in having the Handicap Committee post that score or a penalty score equal to the lowest/highest Handicap Differential in the scoring record.
4. Members manipulating their scores in order to achieve a higher handicap could, under Handicap Committee review, lose their handicap and consequently the ability to play in sanctioned events
5. Accurate records are to be kept of scores turned in and recorded for all qualifying rounds played. These records are available for peer review.

GOLF COURSE ETIQUETTE

1. The Two Rivers Country Club adopts all items of etiquette outlined in the *USGA Rules of Golf*. These items under “*Courtesy on the Course*” include: Safety, Consideration for Other Players, Pace of Play, Priority on the Course, and Care of the Course.
2. In addition, of specific note are the following suggestions:
 - a. Anticipate the club or clubs you may need and go directly to your ball so you will be able to play promptly when it is your turn. Play “ready golf”, i.e. play, even if you are closer to the hole if it won’t bother your fellow competitor.
 - b. The time required to holing out on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.
 - c. When the play of a hole is completed, leave the green promptly and proceed to the next tee. Do the scoring for the completed hole while others in your group are playing from the next tee.
 - d. Adhere to the Pace of Play policy.
 - e. Repair ball marks on the greens and aprons.
 - f. Enter bunkers from the low side and rake upon exiting and place rake outside of the bunker.
 - g. Repair divots using sand or by just “kicking in.”
 - h. Ensure trash from your car does not blow out. If it does pick it up and any other refuse you happen upon.
 - i. Be sociable, but save your extended conversations for between the play of holes or after the game.
 - j. The Golf Rangers will report slow play and all breaches of etiquette to the Golf Professionals. The Golf Ranger has the authority to speed up play by asking members to play more quickly or to move ahead one or two holes.
 - k. All trash to include broken tees, cigarette and cigar butts must be put in trash containers. Cigarette and cigar butts should not be left on the golf course.

3. The use of cell phones on the golf course and at the practice facilities is discouraged. Cell phones are particularly disruptive to others on all areas of the golf course and practice facilities. If it is mandatory that one carry a cell phone please keep it on "vibration receive" and move out of range of other players when receiving or making calls.

HANDICAP FLAG POLICY FOR GOLF CAR USAGE (04/10)

This policy is designed to give golf course access to handicapped individuals based on two conditions. First, the golf course superintendent will determine golf car access on a daily basis. This would include access for both handicapped individuals and non- handicapped players. Second, members would need to qualify for the handicap flag privilege by submitting a request to the golf committee.

COURSE CONDITIONS: POSSIBLE COURSE OPTIONS DESIGNATED BY THE SUPERINTENDENT.

1. The course is too wet for any golf car traffic. Therefore no one will be permitted to take the golf car off of the path.
2. The fairways are too wet for any golf car traffic; however, handicap flag persons may use the rough nearest the car path.
3. The golf course is wet, but approved persons may drive the golf car on the course and obey signage identifying wet areas and exits near greens.

OBTAINING HANDICAP FLAG PRIVILEGE:

1. Application for the handicap flag privilege must be made to the Golf Committee Chair:
 - Documentation of disability must be provided on physician letterhead
 - Diagnosis and expected duration of the condition must be provided
2. Approval of handicap flag privileges will be made by the Golf Committee at their regular monthly meetings.
3. Handicap privileges will be granted for the expected duration of the problem, but for no more than one year unless renewal is obtained.
4. Handicap privileges for a short term problem (not more than one week) may be authorized by the Head Golf Professional. For a condition lasting more than one week, official application must be made as outlined in numbers 1 & 2 above.

GUIDELINES FOR PLAY USING HANDICAP FLAG:

1. Handicap flag persons are expected to use good judgment and avoid driving carts in wet areas even if they are not marked. The Golf Committee retains the right to suspend handicap flag access to anyone who abuses the handicap flag privilege.

SECTION III

TENNIS, FITNESS, SOCCER, BASKETBALL, CROQUET RECREATION CENTER AND SWIMMING

Tennis Court Regulations (revised 12/06)

The following rules apply at both the Park West clay courts and the Park East hard surface courts:

1. The *Rules of Tennis* and the *Rules of Etiquette*, as defined by the U.S.T.A., shall be the rules of the Club, except when in conflict with local rules or with any of the rules herein. The Club's Tennis Professional is responsible for administering these rules.
2. Use of the tennis courts and facilities shall at all times be subject to the control of the Club's Tennis Professional and his/her assistants. The Tennis Professional shall determine the suitability of the tennis courts for play. He/she will close the courts when necessary for weather conditions, maintenance, or safety issues.
3. The tennis courts are for tennis use only. Members bear responsibility for damages incurred by family members and guests.
4. The tennis courts are open from 7 a.m. through 10 p.m. daily (weather permitting). Please be aware, however, that grooming of the courts may not be finished before 8:45 a.m. Court lights must be turned off when play is completed at night.
5. During peak periods of play, tournaments, or lessons, the Club Tennis Professional may need to designate limited playing times. One court may be reserved for tennis instruction.
6. When others are waiting, the following time limits apply:
Singles: 1 hour Doubles: 1 ½ hours
7. The following *dress code* is mandatory for all players. If you are in doubt concerning your attire, please check with the Tennis Professional before starting play. Tennis-appropriate attire must be worn by members and guests on the tennis courts as follows:
Shoes designed for tennis are required on the tennis courts at all times. Black soled tennis shoes, street shoes, running/crosstrainer shoes, or other non-tennis shoes are not allowed.
Shorts must be appropriate for tennis play. Athletic/running shorts, basketball shorts, cut-offs, Bermuda shorts, bathing suits, blue jeans, and the like are not permitted. In colder weather, warm-up pants or sweatpants are acceptable attire.
MEN: Shirts must be appropriate for tennis play whether with or without collars, and must have sleeves. T-shirts of any form or type, tank tops, fishnet tops, and the like are not permitted. In colder weather, warm-up jackets or sweatshirts are acceptable attire.
WOMEN: Tennis dresses, tennis shorts, or skirts with blouses and warm-up style suits are appropriate. T-shirts of any form or type, Halter tops, fishnet tops, bathing suits, blue jeans, and cutoffs are not permitted. In colder weather, sweatshirts and sweatpants are acceptable attire.
8. If lightning is in the area, all play shall cease.
9. The Tennis Professional, with the assistance of the tennis committee, will be responsible for establishing official Club Tennis Programs for members and their guests.
10. Any misuse or disregard of these rules may cause member privileges to be reviewed or suspended.

At Park West only:

1. All players must check in at the Tennis Pro Shop for court assignment or to register guests. Courts may be reserved one week in advance (for no more than 1 ½ hours) by calling the Tennis Pro Shop. Court reservations become void if players do not take the court within 15 minutes of the designated starting time.

2. Guest play must be arranged by a club member. Guest fees will be charged to the member's account at the rate of \$10 per court hour per guest. Extended family members are not required to pay guest fees. Extended family members include members' adult children, grandchildren, and parents. *Guest fees do not apply at Park East.*

PRIVATE TENNIS PARTIES

Club members may reserve the courts (*time limit and timing at discretion of the Club's Tennis Professional*) for a private function by clearing the date and time at least two weeks in advance. The member accepts full responsibility for the facility and for the conduct of his/her guests. Appropriate guest fees will apply.

FITNESS ROOM RULES (Revised 11/12)

1. Children, under 13 years of age, are not allowed to use equipment in the fitness center.
2. Children, 13-15 years of age, must be accompanied and supervised by an adult who is 18 years or older, to use equipment.
3. Appropriate athletic attire, shirts and shoes are required at all times.
4. Use of all fitness equipment is at your own risk.
5. Use caution when exercising.
6. If unfamiliar with the equipment, please read all signage on each piece of equipment before using.
7. Do not let weight plates slam down.
8. There is a 30-minute time limit on all equipment when someone is waiting. It is **VERY** important that this rule be adhered to when using any of the cardio equipment.
9. Fitness center is restricted to members only. One guest per visit is permitted as long as member remains with guest.
10. All members wishing to use cardio equipment shall sign in on the cardio chart provided.
11. Any personal trainer assisting or hired by a member shall provide the General Manager at the GLF office a certificate of insurance naming GLF as an additional insured along with a release of liability waiver.
12. If anyone witnesses a violation of these rules, please notify Security at 258-4620.

REGULATIONS FOR USE OF SOCCER FIELD, BASKETBALL COURT & CROQUET COURT (Revised 05/01)

1. These facilities are for use by equity club members and their guests. Use of each facility is on a first come, first serve basis unless the facility has been reserved.
2. Equity club members can make reservations by calling the office of the Governor's Land Foundation (GLF) General Property Manager at 253-6976.
3. The host member accepts full responsibility for any damage to the site and for the conduct of his/her guests.
4. The host member is responsible for cleanup and removal of all personal items at the site.
5. Hours of operation are sunrise to sunset.
6. No open fires are permitted. Grills may be used for cooking.
7. When a facility is reserved, a list of any non-resident guests that will be using the facility is due to Security and to the GLF General Property Manager at least 24 hours prior to the event.
8. The GLF General Property Manager may deny the use of the facility when the activity is not considered to be in the best interests of the Governor's Land Foundation.

FUNCTIONS FOR DEPENDENTS (Revised 05/01)

1. A chaperon, who must be a Club member, shall be present for all Club and private functions for dependents of Club Members.
2. Chaperons shall ensure that all participants adhere to the rules and regulations.
3. The sponsoring member must attend the function and ensure that chaperons remain until all participants have left the facility.
4. An alphabetical list of non-resident guests is due to Security and to the Club General Manager at least 24 hours prior to the event.
5. Because chaperons are responsible and concerned for the safety of our youth, we request the following compliance: For functions involving intermediate school age children and younger, parents must pick up children promptly at the end of function as stated in the announcement of the function. If parents have not informed chaperons otherwise, a child is expected to remain at the facility until he/she is picked up by parents.

PARK EAST RECREATION CENTER RULES AND REGULATIONS (Revised 03/11)

1. Application for use of the Recreation Center community room (Center) and its facilities must be requested and signed for by an equity club member at least two weeks in advance of the event by contacting Two Rivers Country Club.
2. The use of the Center is to be restricted to equity members and their guests. There is to be no advertising of an event to the public. The Center is not available for any commercial activity, such as tag sales or fund raisers.
3. Sponsoring member must attend function.
4. Reservations will be accepted on a first come, first serve basis. Ninety (90) days advance maximum booking for groups of less than (50) people, except Governor's Land homeowner groups.
5. Equity member groups may reserve the Center annually for their entire activity cycle, space guaranteed on a rolling four-month basis.
6. The facility may be rented in increments of four (4) hours.
7. A rental fee of \$175 for members of TRCC and \$300 for non-members must be paid when the community room is reserved for personal/private use. A fee of \$100 will be charged for overtime use, if applicable. In addition, a cleanup/damage deposit of \$200 will be required, to be refunded upon satisfactory inspection of the premises after the event. Fee and deposit will be charged to the sponsoring equity member's account.
8. A certificate of insurance naming GLF as an additional insured is required on non-sponsored HOA events.
9. No charge for GLF events; such as, but not limited to: garden club, card/game groups, potluck and wine dinners, GLF sponsored events, and fitness classes.
10. The Center can be used for educational, fitness or instructional classes for the benefit of the community. When a fee is charged for such a class, the instructor must pay 10% of the fees collected to GLF.
11. Equity member groups do not pay room rental charges. Groups wanting to use PE on a fee free basis must complete application (for up to one year usage) and application must be approved by the RFM Committee.
12. Center will be locked except for scheduled events. Security will unlock and lock building.
13. Rental contract will include inventory of items at the Center. Responsible member will be charged appropriately if items are missing or damaged in addition to other deposits.

14. The sponsoring member accepts full responsibility for the facility and for the conduct of his/her guests. The contract signed by the sponsoring member indicates full understanding of these rules and regulations.
15. The cleanup and damage deposit will be credited to the sponsoring member's account after the event is held if all requirements are met.
16. If the sponsoring member desires to cancel the reservation, he/she must do so at least one week prior to event date to obtain a refund.
17. If alcoholic beverages are part of the event, the sponsoring member will assume all responsibility, including the illegal serving of alcohol to minors. Non-members shall be required to obtain an ABC permit. Liquor license applications are available at the Club. Alcoholic beverages and glassware may not be taken to the pool area.
18. Music is allowed only at levels that are non-disturbing to the surrounding residences.
19. Sponsoring member is responsible for setup/cleanup and for the removal of all personal items at the site. See Club staff for cleanup responsibilities checklist at time of reservation. Delivery and setup is available. Check with Two Rivers Country Club for fees.
20. A list of non-resident guests is due to Security and the Club at least 24 hours prior to the event.
21. Parking assistance, utilizing our Security staff, is available through the Club. Check fee schedule and coordinate with Club at time reservation is made.
22. If tent is to be used, sponsoring member must obtain permit from the James City County Code Compliance Office.
23. All events must end by 11 p.m.
24. The GLF General Manager may deny the use of the facility when the activity is not considered in the best interest of the Governor's Land Foundation.

SWIMMING POOL REGULATIONS (Revised 7/11)

1. The pools are for the exclusive use of Governor's Land residents, their extended family members and guests, and TRCC equity members.
2. Swimming is permitted only when a lifeguard is on duty. "Swim at your own risk" is not permitted except during programs approved by the Recreation Facilities Management Committee.
3. All users must check in at the lifeguard table upon arrival, complete the sign-in sheet, sign in guests, and shower before using the pools.
4. All guests must be accompanied by a member at least 12 years old. A guest fee of \$5 per person will be charged to the member's account. Children under 6 are free. There is NO GUEST FEE for extended family members.
5. Extended family members (Members' children who are over the age of 23, grandchildren, parents, and their spouses) are NOT required to be accompanied by a member when at the pool.
6. Children under age 12 must be accompanied by a parent or responsible person at least 12 years of age. The baby pool is reserved for children 6 years of age and younger. Adults must supervise children in the baby pool at all times.
7. A safe environment is important. The lifeguards on duty will enforce all pool regulations. Failure to abide by all regulations will result in a request to leave the pool area. Parents will be called if a child is asked to leave. REPEATED FAILURE TO ABIDE BY THE REGULATIONS MAY RESULT IN DENIAL OF POOL PRIVILEGES.
8. Appropriate swimwear is required. Swimsuits and hemmed shorts are permitted. Cut-offs are not allowed. No plastic diapers in the pool. Please use cloth or baby swim pants only
9. For health reasons no person with an open sore, rash, or cut on any part of the body will be allowed in the pools.

10. Neither glassware nor chewing/bubble gum is allowed in the pool area. All food and beverages must be kept at your table or chair, and are not to be consumed within 5 feet of the water. TRCC provides all food ordered at Park West pool.
11. No animals or bicycles will be allowed in the pool area. Please park all bicycles in the bike racks provided near the pool gates.
12. Toys, balls, floats, and other items will be permitted in the pool area only at the lifeguard's discretion.
13. No smoking, loud music, running, horseplay, or rude or offensive behavior or language will be permitted in the pool area.
14. Except during swim team practice or meets, there is NO DIVING at Park East pool. At Park West, diving is permitted in the deep end only, with the lifeguard's expressed permission.
15. In the event of thunder, swimmers may be asked to leave the pool. In the event of lightning, swimmers will be asked to leave the pool area.
16. There will be a ten-minute Adult Swim every hour. Everyone under the age of 18 must leave the water at these times.

ALL COMPLAINTS REGARDING RULES AND REGULATIONS, OR THE OPERATION OF THE POOL, SHOULD BE DIRECTED TO THE CLUB MANAGER.

SWIMMING POOL PARTY REGULATIONS (Revised 07/11)

1. The Swimming Pool facilities are for the use of equity club members and their guests. Sponsoring members must be an attending participant at the function.
2. Applications for use of the swimming pool must be requested by and signed by an equity club member at least two weeks in advance. Later requests will be considered on an individual basis. Applications are to be made at the club office.
3. A rental fee of \$75 is charged when the pool is reserved for private use. To reserve both the pool and community room at Park East, the rental fee is \$175. In addition, a cleanup/damage deposit of \$200 is required for rental of either or both, to be refunded upon satisfactory inspection of the premises after the event.
The equity member must also pay a lifeguard fee of \$15/hour per guard. One lifeguard is required for every 25 guests.
Fees and deposit will be charged to the sponsoring equity member's account.
4. Staff lifeguards are required at all parties.
5. All pool regulations are in effect at pool parties.
6. If alcoholic beverages are part of the event, the sponsoring member will assume all responsibility, including the illegal serving of alcohol to minors. Non-members shall be required to obtain an ABC permit. Liquor license applications are available at the Club. Alcoholic beverages and glassware may not be taken to the pool area.
7. The member accepts full responsibility for the facility and for the conduct of his/her guests. The rental contract signed by the member indicates full understanding of these rules and regulations.
8. The cleanup and damage deposit will be credited to the member's account after the event, if all the requirements are met.
9. If a member desires to cancel the reservation, he/she must do so at least one week prior to the event date in order to obtain a full refund.
10. A time limit not to exceed 10:00 p.m. at Park East and 11:00 p.m. at the Sports Complex (Park West) will be strictly enforced.
11. Member is responsible for cleanup and for the removal of all personal items from the site.

12. The Club General Manager may deny the use of the facility when the activity is not considered in the best interests of the Governor's Land Foundation.

BEACH REGULATIONS (Revised 07/23/2013)

1. The Beach facilities located near the Marina are for the use of all members, extended family members, grandchildren, parents and spouses, house guests and on occasion small groups of friends not to exceed 10 guests. Beach is not open at any time for the general public or outside organizations unless under sponsorship of Governor's Land Foundation (GLF) or Two Rivers Country Club (TRCC).
2. **NO LIFEGUARDS ON DUTY.** Members accept full responsibility for themselves, family members, and invited guests. Children under 12 years of age must be accompanied by a parent or responsible person at least 12 years of age.
3. **Hours** – May 1 through September 30 - The Beach is available for use from sunrise to 10 pm.
4. October 1 through April 30th – The Beach is available for use from sunrise to dark.
5. **Reservations** – Members can reserve the stone grill, tent, fire pit, and volleyball court for a 4-hour time block through TRCC (258-4610) for groups not to exceed 30 attendees as defined in the first paragraph of these beach regulations. Reserving member must be present at the Beach during the reserved time slot. A reservation fee of \$100 and a security deposit of \$150 are required. The deposit is refundable upon Governor's Land Foundation's (GLF's) post-rental inspection of satisfactory conditions, clean up, trash removal, etc. Reservations will not be accepted for Memorial Day, July 4th (if applicable), or Labor Day weekends.
6. **Alcohol** - If alcoholic beverages are part of an event, the sponsoring member assumes all responsibility. Serving of alcohol to minors is illegal.
7. **Grills/BBO** – Grilling/cooking is permitted in designated areas only. Personal barbecue devices are not allowed. Use of the community grills at the Beach is on a first-come/first-served basis; however, the stone grill can be reserved by members for a 4-hour time block (see reservations). A burn barrel is provided for disposal of spent coals and ash.
8. **Fire Pit**– A bonfire is permitted **ONLY** in the designated area. Security must be notified (258-4820) of any bonfire. Bonfire shall be extinguished no later than 10 pm and/or prior to departing the Beach. Burning of trash, pallets or wood containing nails is prohibited.
9. **Clean Up** – For the beauty and pleasure of all residents, those using the Beach are responsible for cleanup of the site prior to departure. Trash cans are located on the beach.
10. **Parking** - No vehicles are allowed on the Beach without GLF authorization (excluding party setup). The marina parking lot is for personal vehicles only. Trucks, busses and other vehicles must park in the overflow lot located near the garden center on River Oaks Road. Passengers may be discharged or picked up in the marina parking lot.
11. **Water Crafts** - NO motorized boats or jet skis allowed on the Beach or anywhere in the swimming area between the shoreline and the buoys.
12. **Noise** - Radio/music volume must be kept at a level that does not disturb others. Music or loud noise at special events may not go beyond 10:00 pm.
13. **Wetlands** – Resource Protection Areas surrounding the Beach must not be disturbed. Please stay on the paths.
14. **Fireworks** - Fireworks are prohibited.
15. **Other** – No glass containers.

SECTION IV

MARINA RULES

1. The following terms have the following meanings when used in these Rules:
 - a) "Berth" - a dock, or wet slip used as a mooring for a Vessel;
 - b) "Boat" - any watercraft, including, without limitation, personal watercraft and wave runners, other than a Vessel, which in ordinary circumstances is not stored afloat;
 - c) "Board of Governors" - the Board of Governors of the Club;
 - d) "Club"-Two Rivers Country Club at The Governor's Land ("TRCC");
 - e) "Dock Box" - a covered container adjacent to a Berth used for storage of Vessel related items;
 - f) "General Manager"- the General Manager of the Club;
 - g) "Governors" – members of the Board of Governors of the Club;
 - h) "Harbormaster" - an employee of the Club who will manage the day-to-day operation of the Marina;
 - i) "Lessee" – any person or entity, other than an equity Marina Member, who has leased a Berth in the Marina Facilities;
 - j) "Licensee" - any person or entity, other than a Marina Member, who is licensed on an annual basis, to use the boat access ramp, fueling facilities, pump-out station, wash-down facilities, Harbormaster building, and parking area. A Licensee is not assigned a Berth in the Marina;
 - k) "Marina" - the Marina constructed and operated as part of the Club and which consists of, among other property and facilities, the Marina harbor, bulkhead, Berths, docks, fuel and pump out facilities, Harbormaster building, parking area, walkways and driveways (all property included as part of the Marina is referred to herein as the "Marina Facilities");
 - l) "Marina Committee" – a Standing Committee of the Club as set forth in the Club Bylaws;
 - m) "Marina Member"- Any Club Member that has an add-on Marina Membership in the Club;
 - n) "Sub-Lessee" – a person who sub-leases a Berth from a Marina Member under Rule 7 of the Marina Administration Section of these Rules;
 - o) "Transient Vessel Guest"-A person who is not a Marina Member, Lessee, Licensee or Sub-Lessee, but who has received permission from the Harbormaster, upon payment of the appropriate fee, to dock a Vessel at a berth in the Marina for a specified period of time;
 - p) "Two Rivers Yacht Club" or "TRYC" – the Two Rivers Yacht Club, which is a yacht club, the membership of which is all Marina Members.;
 - q) "Vessel" – any power or sailing craft or yacht which in ordinary circumstances is stored afloat. Boats are not considered Vessels.

MARINA ADMINISTRATION

1. The Harbormaster is responsible for the day-to-day management of the Marina under the direction of the General Manager.
2. Each person desiring to moor or obtain services for a Vessel or Boat at the Marina must first register with the Harbormaster.
3. Only pleasure Vessels and Boats in seaworthy condition and under their own power may be moored in Berths or otherwise at the Marina, or use the boat ramp, except as provided in Rule

- 10 below. All operators of Vessels and Boats at the Marina shall comply with all posted speed limits and other posted rules when they are within the Marina harbor or entrance channel. The entire Marina and channel to the river is a designated "no wake zone." All Vessels and Boats at the Marina shall at all times comply, and be operated in compliance with these Rules, and all applicable city, county, state and Federal laws, rules, and regulations.
4. The Harbormaster shall have the authority to determine compliance with the provisions of these Rules; however, in no event will the Club, the Marina Committee, the Harbormaster, General Manager, or any other Governor, officer, employee, agent, or representative of the Club be responsible for any loss, cost, damage, expense or claim arising from non-compliance with these Rules and, without limitation, in no event will the Club, General Manager, Harbormaster, Marina Committee or any such other person or entity be deemed to have warranted or represented that any Vessel or Boat is seaworthy or otherwise in compliance with these Rules.
 5. No person shall be permitted to remain overnight on any Vessel moored at the Marina for more than seven consecutive days, or more than seven days in a month, without the approval of the Harbormaster.
 6. Only Marina Members, Sub-Lessees, Lessees, and Licensees, subject to the limitations specified below, and guests of Marina Members, Sub-Lessees, Lessees and Licensees are entitled to utilize the Marina Facilities, except as provided in Rule 10 below or as otherwise permitted in the Club Bylaws, as in effect from time to time, and except that all members of the Club who are using the beach that is part of the Governor's Land Foundation facilities may use the Marina Facilities' parking lot, restrooms and certain walkways to the beach which are part of the Marina Facilities. In addition, those Club Members who have paid such annual fees and user fees as may be established by the Club may use the boat access ramp, Harbormaster building and parking lot. Club members and Licensees also may be assigned the use of an available slip on a day-to-day basis upon payment of the daily fee established by the Club.
 7. The Marina Committee may approve sub-leasing of Berths at the Marina by a Marina Member that does not have a Vessel or Boat moored at his/her assigned Berth, and if such sub-leasing is so allowed and the Marina Member does so sub-lease the Berth such Marina Member is then not using, the Vessel or Boat moored in the Marina at such sub-leased Berth must be registered in the name of the Sub-Lessee. The Marina Member that so sub-leases a Berth will be fully responsible for causing the Sub-Lessee to comply with these Rules and will be fully responsible for the action, inaction, and charges of such Sub-Lessee. The sub-lease agreement between the Marina Member and the Sub-Lessee must be in form and substance acceptable to the Marina Committee and the Club, and specifically provide that such Sub-Lessee shall comply with these Rules and must evidence compliance with the annual inspection set forth in Rule 9 of the Safety Section and the insurance requirements set forth in Rule 23 below prior to the Sub-Lessee mooring his/her Vessel or Boat in the Marina. A Sub-Lessee or a Lessee shall have no privilege to further sub-lease any Berth.
 8. Marina Members, Sub-Lessees, Lessees and Licensees are solely responsible for the proper mooring of their Vessels or Boats at the Marina and are required to maintain mooring lines in good condition that are sufficiently strong to secure them at all times. Any special mooring rules and procedures issued by the Harbormaster from time to time shall be complied with at all times. No Marina Member, Sub-Lessee, Lessee or Licensee may install a boatlift or davit for dry storage in any Berth or anywhere else in the Marina without the approval of the Marina Committee and the consent of the Board of Governors. No dry storage of any Vessels or Boats will be permitted at the Marina except in emergencies or on boat racks available for such storage at the Marina. If required, the Harbormaster has the authority to retie, add mooring lines, or change the location of any Vessel or Boat during emergencies. A charge may be made for such services.

9. No nuisances, as determined by the Harbormaster, shall be allowed at any time at the Marina, and no use or practice shall be allowed which, in the opinion of the Harbormaster, is an unreasonable source of annoyance to other Marina Members, Sub-Lessees, Lessees, or Licensees or which unreasonably interferes with the peaceful and proper use of the Marina or residences located adjacent to the Marina. Generators shall not be operated at the Marina between 10:00 p.m. and 7:00 a.m., except during power failures.
10. Notwithstanding anything contained in these Rules to the contrary, the Club may permit local law enforcement, U.S. Coast Guard and Coast Guard Auxiliary, and Commonwealth of Virginia and other governmental agencies' Boats and Vessels to launch, moor or be kept at the Marina while on official business.
11. Children under the age of twelve (12) while at the Marina shall at all times be under the supervision and control of an adult Marina Member, Sub-Lessee, Lessee, Licensee, guest or approved instructor who is present at the Marina.
12. At all times, dogs at the Marina shall be on a leash and accompanied by their owner(s). All droppings shall be immediately cleaned up and removed by the dog owner and dumped in the appropriate trash container.
13. Extended parking at the Marina will require advance notification to the Harbormaster. The Harbormaster reserves the right to designate certain parking spaces at the Marina for extended parking purposes, and if any such spaces are so designated, Marina Members, Sub-Lessees, Lessees, and Licensees desiring to park for an extended period must utilize such designated spaces.
14. Marina Members, Sub-Lessees, Lessees, or Licensees leaving the Marina on a Vessel or Boat for more than twenty-four (24) consecutive hours are encouraged to notify the Harbormaster of their plans by submitting a float plan. Emails to the Harbormaster are an acceptable means of notification.
15. All Vessels and Boats moored at the Marina or using the Marina boat ramp must be registered or documented in the name of a Marina Member, Sub-Lessee, Lessee, or Licensee.
16. Each Marina Member, Sub-Lessee, Licensee and Lessee shall be charged by, and shall pay to, the Club, monthly fees based on the size of the Berth assigned. Such monthly fees shall be determined by the Club, with the advice of the Marina Committee, and the amount thereof may be changed from time to time. Each Marina Member, Sub-Lessee, Licensee and Lessee will be responsible for paying for all utilities, as determined by the Marina Committee, including, without limitation, electricity, utilized at the Berth by such Marina Member, Sub-Lessee or Lessee. Each such Berth will be separately metered for electrical power, or may be billed a flat fee as determined by the Marina Committee from time to time.
17. All electrical lines, hoses and other equipment utilized in connection with a Vessel or Boat at a Berth shall be used and stored in a safe manner and in accordance with procedures established by the Harbormaster and these Rules.
18. Marina Members, Sub-Lessees, Lessees and Licensees shall each be responsible for any damage caused to any of the Marina Facilities caused by their Vessel or Boat, or their use of the Marina Facilities, including, without limitation, any damage caused by stray electric current into the water of the Marina Facilities.
19. Any Vessel or Boat that is moored at the Marina must use marine approved 30 amp or 50 amp electrical power cords and connections. Regular extension electrical power cords can only be used with the written approval of the Harbormaster. No electrical cord may hang in the water at anytime. If an electrical cord is hanging in the water, the Harbormaster may take appropriate corrective action and may charge any expense incurred to the Marina Member, Sub-Lessee, Lessee, Licensee or Transient Vessel Guest in question, which charge shall be payable to the Club on demand.
20. In the wintertime when bubblers or other water circulating devices are used to prevent icing, the electric cords must be marine approved for use in water and be plugged into the electric

system on the Vessel, when possible, and not directly to the pedestal. If a cord must be plugged into a pedestal, the cord must either be purchased from the Harbormaster, or be marine approved for use in water. If non-marine approved cords or plugs are used, the Harbormaster may take appropriate corrective action and may charge any expense incurred to the Marina Member, Sub-Lessee, Lessee or Licensee in question, which shall be payable to the Club on demand.

21. At any time during which portable electric heaters are being used aboard Boats or Vessels, the following safety rules shall apply: all heating devices used on a Boat or Vessel in the Marina shall be approved for marine usage and must be plugged directly into an outlet on the Boat or Vessel. The Harbormaster has the right to inspect any usage of heaters in the Marina, may take such appropriate corrective action as he or she feels reasonably necessary and may charge any expense incurred to the Marina Member, Sub-Lessee or Lessee in question, which shall be payable to the Club on demand..
22. Licensees shall pay such charges and fees as shall be established from time to time by the Club, with the advice of the Marina Committee, and shall comply with all applicable provisions of these Rules and any other rules, regulations, and/or requirements established by the Club or the Marina Committee.
23. All Marina Members, Sub-Lesseees, Lesseees, and Licensees must at all times maintain insurance for their Vessels and Boats moored at the Marina or which otherwise utilize any Marina Facilities, including, without limitation, the Marina boat ramp. The amounts and types of insurance coverage must be satisfactory to the Marina Committee and the Club. Notwithstanding the foregoing, a minimum of \$300,000 liability insurance coverage shall be required of and maintained by each Marina Member, Sub-Lessee, Lessee, and Licensee and the Club **MUST** be named as an additional insured on each liability policy. A copy of the base page of the insurance policy showing the name of the owner, the liability coverage, and the dates of such coverage shall be provided by each Marina Member, Sub-Lessee, Lessee, and Licensee to the Harbormaster and they shall be responsible for submitting to the Harbormaster renewal notices when the policy is renewed. Part of the \$300,000 coverage may be included in an umbrella liability policy, which need not show the Club as an additional insured. A copy of said umbrella policy cover sheet(s) identifying the insurance company, policy number and the coverage limits shall be provided to the Harbormaster as above.
24. From time to time, the Harbormaster may require that Vessels and Boats be removed from the Marina or kept in other areas of the Marina as designated by the Harbormaster, in order to permit maintenance, repairs, improvements, and/or dredging to any of the Marina Facilities. The Harbormaster will endeavor to provide fourteen (14) days prior written notice if any such action is required to so remove or relocate any Vessels or Boats, unless an emergency exists, in which case prior notice, if any, shall be as determined by the Harbormaster.
25. No illegal activity, including, without limitation, that involving drugs or other contraband, shall be conducted at the Marina or in any Vessel or Boat at the Marina. No improper, offensive, hazardous, or unlawful use shall be made of any part of the Marina, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed by all Marina Members, Sub-Lesseees, Lesseees, and Licensees.
26. No anchoring is permitted in the Marina harbor or the entrance channel of the Marina except in an emergency. No multi side-by-side tie-ups (rafting) will be allowed at the Marina unless it is first approved by the Harbormaster. In no case will the main entrance channel or interior Marina channels be blocked by any such tie-ups.
27. The Club shall have the right to levy fines against Marina Members, Sub-Lesseees, Lesseees and Licensees who fail to comply with any applicable provisions of these Rules. In addition, the Club shall have the right to restrict or prohibit the use of the Marina by a Marina Member, Sub-Lessee, Lessee or Licensee if such person shall fail to comply with any of these Rules.

28. No more than one Vessel or Boat may be docked or moored at any Berth at one time without the approval of the Harbormaster.
29. No Vessel or Boat may be moored at an unassigned or unoccupied Berth, "T" head or at any other location in the Marina at any time, without the approval of the Harbormaster or during an emergency.

FUELING

1. Each Marina Member, Sub-Lessee, Lessee, and Licensee is responsible for complying at all times with all federal, state, and local laws and regulations concerning the fueling of Vessels and Boats and fuel spills. In addition, the Marina Committee reserves the right to adopt from time to time fueling procedures and guidelines concerning the fueling activities at the Marina and copies of these fueling procedures and guidelines will be provided to the Marina Members, Sub-Lesseees, Lessees, and Licensees. Once so adopted, such fueling procedures and guidelines shall be deemed a part of these Rules and must be complied with by each Marina Member, Sub-Lessee, Lessee, and Licensee.
2. If the violation of any of the provisions of these Rules or any fueling procedure so adopted by the Marina Committee occurs, the Marina Committee reserves the right to refuse to provide to that Marina Member, Sub-Lessee, Lessee, or Licensee in question fuel services at the Marina.
3. The costs for fuel, other supplies, and services obtained by a Marina Member or Sub-Lessee, or a Lessee or Licensee at the Marina will be billed by the Club on a monthly basis to the Marina Member's, Lessee's or Licensee's Club account number.

HURRICANE/SEVERE STORM PLAN

1. Neither the Club, nor the Marina Committee or any member thereof, nor any of the Club's Governors, officers, employees (including without limitation, the General Manager and the Harbormaster), agents, representatives or other personnel, shall in any case be responsible for any damage to any Vessel, Boat, or other property located at the Marina, including without limitation, damage caused by any hurricane, or any other severe storm, except to the extent that any such damage is caused by a Vessel or Boat owned or operated by any such organization or person. In the event of an emergency, the Club may, but shall not be obligated to, take any reasonable action deemed necessary by the General Manager or the Harbormaster to attempt to prevent or limit damage to any Vessel or Boat, the Marina Facilities, any other Vessel or Boat, or any other property at the Marina. All costs incurred by the Club as a result of any such activities shall be charged to the Club account of that Marina Member, Sub-Lessee, Lessee or Licensee. No Marina Member, Sub-Lessee, Lessee, or Licensee should assume that the Club or Marina Committee will take any action in the event of a hurricane or severe storm, and each Marina Member or Sub-Lessee, and each Lessee and Licensee is responsible for their own Vessel, Boat, or other property at the Marina.
2. Prior to and during a hurricane or severe storm, each Marina Member or Sub-Lessee, and each Lessee and Licensee shall be responsible for following all reasonable safety precautions that may be issued or recommended by the National Hurricane Center, the National Weather Service, U.S. Coast Guard, any other applicable agency or the Marina Committee.
3. If a Marina Member's or Sub-Lessee's, or a Lessee's or Licensee's Vessel or Boat located at the Marina sinks or causes any damage to the Marina Facilities or any other Vessel, Boat or other property as a result of a storm or for any other reason, the Marina Member or Sub-Lessee, or the Lessee or Licensee in question must notify their insurance carrier upon the discovery of the Vessel's or Boat's condition and, if the Vessel or Boat sank, promptly initiate action to have the Vessel or Boat removed or refloated. This initial notification shall

take place no later than forty-eight (48) hours after discovery or after notice is provided to such Marina Member or Sub-Lessee, or to such Lessee or Licensee of such Vessel's or Boat's condition, whichever occurs first, and, if the Vessel or Boat sank, within such forty-eight (48) hour period, a schedule for removal or refloating of the Vessel or Boat must be given to the Harbormaster to facilitate the return of the Marina to normal operation. If the Vessel or Boat sank, the Vessel or Boat in question must be removed or refloated as soon as possible and in any event within a timeframe designated by the Harbormaster. If no such schedule is timely given, or if timely action is not taken to remove or refloat the Vessel or Boat, the Club may, but shall not be obligated to, remove or refloat the Vessel or Boat, and all costs incurred by the Club or Marina Committee in connection therewith shall be charged to the Marina Member, Sub-Lessee, Lessee or Licensee that owns such Vessel or Boat and are payable to the Club on demand. Any damages or costs incurred to the Marina Facilities, or any other Vessel, Boat or other property, as a result of a Vessel's or Boat's sinking, breaking loose from a Berth or other mooring or for any other reason, shall be the responsibility of the Marina Member, Sub-Lessee, Lessee or Licensee whose Vessel or Boat sank or otherwise caused such damages or costs.

4. Neither the Club nor the Marina Committee or any member thereof, nor any of the Club's Governors, officers, employees (including without limitation, the General Manager and the Harbormaster), agents, representatives or other personnel, shall have any liability or responsibility for damage arising from any actions taken pursuant to these Rules except to the extent that any such damage results from a Vessel or Boat owned or operated by any such organization or person, and each Marina Member, Sub-Lessee, Lessee, and each Licensee hereby agrees to indemnify and hold harmless the Club, the Marina Committee and the members thereof, and any such Governors, officers, employees (including without limitation, the General Manager and the Harbormaster), agents, representatives and other personnel, of and from any and all loss, cost, expense, damage, liability, action or cause of action arising from or relating to the exercise or non-exercise of the Club's rights hereunder. The provisions of this paragraph 4 shall apply with respect to any actions taken pursuant to any of the Rules set forth in these Marina Rules.
5. All Marina Members, Sub-Lessees, Lessees, and Licensees are required to have a hurricane plan. A copy of the plan must be on file at the Harbormaster's office by June 1 of each year. A recommended plan format is available from the Harbormaster.

SLIP MAINTENANCE AND POLLUTION

1. No sewerage, garbage, trash, oil, paint, rags, or other materials shall be deposited in the waters of the Marina. Also, trash shall be disposed of in containers designated by the Harbormaster for that purpose.
2. Fishing, crabbing and other similar endeavors shall not be permitted from the Berths, docks, bulkheads, jetties, Vessels, or Boats within the Marina or the entrance channel to the Marina and no fish or other marine life of any kind shall be cleaned or processed in any manner on any Vessel, Boat, Berth, or dock at the Marina or other Club property, except as otherwise required by any law or regulation.
3. The owner of each Vessel or Boat within the Marina which has sanitary equipment on board must ensure that sanitary equipment complies at all times with all applicable federal, state, and local laws and regulations. No discharge from any such sanitary equipment into the Marina harbor or entrance channel is permitted. The Harbormaster has the right to board a Vessel or Boat located at the Marina at any time, after reasonable notice, to inspect such Vessel or Boat for compliance with these Rules; however, the Harbormaster has no obligation to inspect any such Vessel or Boat.
4. Each Marina Member or Sub-Lessee and each Lessee and Licensee shall be responsible for

- pumping out the holding tank of such Marina Member's, Sub-Lessee's, Lessee's, or Licensee's Vessel or Boat located at the Marina at the pump out station.
5. The discharge of oily or contaminated bilge water is prohibited at the Marina.
 6. Each Marina Member or Sub-Lessee, and each Lessee and Licensee shall be responsible for properly disposing of engine oil from the Vessel or Boat of such Marina Member, Sub-Lessee, Lessee, or Licensee. Containers of waste oil shall not be left on the docks or any other part of the Marina and no such waste oil and no rags or other materials utilized in connection with the changing of engine oil may be deposited in the garbage containers at the Marina. Any battery removed from a Vessel or Boat must be removed from the Marina property the day such battery is taken out of the Vessel or Boat, and no such battery may be left on the Berths, docks or any other part of the Marina or deposited in any containers for garbage.

APPEARANCE

1. No improvement of any nature shall be erected, placed or altered on any Berth, dock or any other part of the Marina Facilities by any Marina Member, Sub-Lessee, or any Lessee or Licensee unless permitted by the Declaration of Covenants for The Governor's Land and unless approved by the Marina Committee and the Club. Only dock boxes supplied or approved by the Marina Committee may be utilized at the Marina on any Berth, dock or any part of the Marina. Any change in the exterior appearance of any building, wall, fence, piling, pier, bulkhead or other structural improvement in the Marina, and any change in the appearance of any landscaping at the Marina property shall be accomplished only by the Marina Committee.
2. The sidewalks, Berths, docks, piers, catwalks, parking areas, entrances and like portions of the Marina property shall not be obstructed by any Marina Member, Sub-Lessee, Lessee, or Licensee nor used by them for any purpose other than for ingress and egress to and from or within the Marina nor shall any personal carts, tables, maritime equipment or any other objects be stored anywhere at the Marina except aboard Vessels and Boats. All Vessels and Boats at the Marina shall be kept in a neat and sightly condition. Where boarding steps are required by any Marina Member, Sub-Lessee, Lessee, or Licensee, they shall be removed by such Marina Member, Sub-Lessee, Lessee, or Licensee from the Berth or dock when the Vessel or Boat is absent from the slip and stored in a manner approved by the Harbormaster.
3. In the event a Vessel moored at the Marina has an above water line overhang, such as a bowsprit or a swim platform, such overhang shall not extend over the dock area surrounding the Berth or beyond the end of the Berth for such Vessel unless permission has been given by the Harbormaster.
4. The owner of a Vessel or Boat with mast halyards of any kind shall ensure that they are tied off to prevent banging against any objects on the Vessel or Boat, any part of the Marina Facilities or any other Vessel or Boat at the Marina. The Harbormaster shall have the authority, but no obligation, to tie off any halyards, and all costs incurred in connection therewith shall be charged to the Marina Member, Sub-Lessee, Lessee, or Licensee in question and shall be payable to the Club on demand.
5. Only minor repair or maintenance work is allowed in the Marina, except in the case of an emergency and then only with the approval of the Harbormaster. The by-product of this minor maintenance (for example, paint, dust, etc.) shall be controlled so as not to be deposited on any adjacent Vessels or Boats or the Marina property. Exterior spray painting is prohibited at the Marina and painting and/or stripping of spars is not allowed on any of the Berths, docks, or any part of the Marina property. Any emergency repairs, such as pulling an engine from a disabled Vessel or Boat must have prior written approval of the Harbormaster. The Harbormaster must be notified in advance by a Marina Member, Sub-Lessee, Lessee or

Licensee of any person or entity hired by such Marina Member, Sub-Lessee, Lessee or Licensee to work on his/her Vessel or Boat pursuant to these Rules, and the Harbormaster must be provided in advance with the name, company, times and type of work planned. This notification to the Harbormaster can be in person or via email. Each such entity or person hired to do any work in the Marina on the Vessel or Boat of a Marina Member, Sub-Lessee, Lessee or Licensee, other than to provide interior or exterior cleaning, washing or waxing, must maintain minimum liability insurance coverage of at least \$1,000,000, and, prior to doing any work on a Vessel or Boat in the Marina, must provide the Harbormaster with proof that such coverage is currently in effect. The Harbormaster shall have the authority to have any person or entity which does not provide satisfactory proof of such minimum liability coverage removed from the Marina.

6. Towels and laundry may not be hung out on any Vessel, Boat, Berth or any other part of the Marina property.
7. No Radio, tape player, CD player, TV, and/or group gathering at the Marina shall be a source of excessive noise such that it disturbs the peace and tranquility of persons on other Vessels, Boats and/or adjacent property owners. The Harbormaster shall have the right, but no obligation, to take such action as he or she deems necessary or appropriate to prevent or stop any such disturbance.
8. No "For Sale" or other public notification type signs may be displayed on any Vessel or Boat at the Marina or on any of the Marina property except on the Marina bulletin boards. The Harbormaster, upon request, may ease this restriction during the annual boat show.

SAFETY

1. No flammable, combustible or explosive fluids or gases, other than that installed as a source of fuel for inboard cooking stoves (alcohol, kerosene, propane, or compressed natural gas), shall be permitted on any Vessel or Boat or any Berth or dock at the Marina. Open fires (for example, charcoal fires or butane stoves) of any type are not permitted on any Vessel, Boat, Berth, dock, or other portion of the Marina Facilities (except with respect to the fire pit or barbeque grill that is part of the Marina Facilities). Heavier-than-air gases shall be properly installed and/or stored on Vessels and Boats at the Marina so as to prohibit leakage of such gas into bilges.
2. The Harbormaster shall have the right, but no obligation, to have agents or representatives inspect any Vessel or Boat at the Marina to determine its seaworthiness, cleanliness and compliance with these Rules. The Harbormaster may, but shall not be obligated to, at the sole cost and expense of the owner of the subject Vessel or Boat, remove any Vessel or Boat from the Marina which in the Harbormaster's opinion fails to comply with any of these Rules. In such case, neither the Club, nor the Marina Committee or any member thereof, nor any of the Club's Governors, officers, employees (including, without limitation, the General Manager and the Harbormaster), agents, representatives or other personnel, shall be responsible for any loss or damage to the Vessel or Boat in question unless such loss or damage is proximately caused by the gross negligence or willful misconduct of any such parties (but no such party shall be responsible for damage arising from the gross negligence or willful misconduct of another party).
3. Vessels and Boats operating in the Marina between sundown and sunrise shall at all times display appropriate lights and shall be operated in accordance with all applicable provisions of federal, state, and local maritime operating procedures and with all applicable rules (including these Rules).
4. No Vessels or Boats shall be operated in the Marina or its entrance channel so as to create a wake and under no circumstances shall a Vessel or Boat be operated in excess of five (5) mph (4.5 knots) or other speed as may be posted by the Marina Committee from time to time.

Each Vessel and Boat shall promptly depart the ramp staging dock and proceed directly to the Marina entrance channel. Extreme caution should be exercised when maneuvering on exit or entrance to the Marina. No Vessels and Boats shall tie up at the fuel dock except to obtain fuel, use the pump out facilities or in an emergency.

5. No swimming is permitted in the Marina harbor or the entrance channel to the Marina at any time.
6. No minor child shall operate a Vessel or Boat in the Marina unless such child has a valid license to operate such a boat or otherwise is in compliance with Virginia Law. The operator of, and any person riding on, a personal watercraft at the Marina must wear at all times at least a PFD-Type III flotation jacket.
7. The act of wake jumping by personal watercraft is prohibited in the Marina or its entrance channel.
8. No flammable, combustible or explosive fluids, chemicals or substances other than lubricating oil for engines, outboard unit gear oil and outboard motor fuel shall be kept on any Berth, dock, Vessel, Boat, or on the Marina property except as allowed by Rule 1 of this Section for onboard cooking. Outboard motor fuel must be kept in approved containers certified for that purpose and these, plus approved cooking fuels, shall be kept on the Vessel or Boat and not in a dock box. Thinners and acetone cleaners may be kept in dock boxes but must be in approved containers and stored in accordance with applicable fire codes and the Club's insurance policies.
9. All Vessels and Boats of Marina Members, Sub-Lessees, Lessees, and Licensees moored or operated in the Marina are strongly encouraged to have and to pass annual Boat & Vessel safety examinations conducted by appropriate U.S. Coast Guard Auxiliary personnel.
10. If any dangerous situation or emergency is observed or reported by any person to the Harbormaster, the Harbormaster and each person he or she designates has the authority to immediately take appropriate action.

PERSONAL WATERCRAFT ("PWC") (Revised 12/12)

This section of the Marina Rules section of the General Club Rules includes certain rules that apply to all PWC users in the Marina and the entrance channel. PWCs also are subject to the rest of the Marina Rules. These rules apply to lessees of the PWC Lifts, as approved in Section 8 of the Marina Administration section of the Marina Rules, to ramp users who launch their PWC's at the boat ramp and to any other operators of PWCs in the Marina or entrance channel.

1. The control and assignment of PWC Lifts for lessees is the responsibility of the Harbormaster and General Manager.
2. PWC Lifts may only be leased to members of the Two Rivers Country Club.
3. All PWC operators shall maintain the minimum speed necessary to maintain control when approaching, leaving or operating a PWC in the Marina.
4. PWC operators shall always use minimum noise levels when operating in the Marina. PWCs are not permitted to be operated in the Marina before sunrise or after sunset on any day.
5. The operator of, and any other person riding on, a PWC at the Marina must wear at all times at least a PFD Type-III flotation jacket.
6. When launching a PWC from a boat lift, PWC operators shall not start their engines until the PWC is ready to be launched. Otherwise, a PWC's engine should be running when on the PWC Lift only for a short period of time solely for the purpose of flushing the engine.
7. PWCs are not permitted to be connected to any of the electrical outlets in the Marina.
8. PWCs are required to maintain the insurance described in Section 23 of the Marina Administration section of the Marina Rules.
9. All persons operating a PWC in the Marina shall carry a certificate that they have completed an approved boating safety course.

10. The acts of wake jumping by a PWC, or weaving through or passing other boat traffic or towing a person, an inflatable tube or anything else, are prohibited in the Marina and its entrance channel.
11. It is the PWC Lift lessee's responsibility to ensure PWCs are removed from the Marina in advance of expected severe weather, such as a hurricane or high winds.

JET BOAT LIFTS

This section of the Marina Rules section of the General Club Rules includes certain rules that apply to all jet boat users and jet boat lifts in the Marina and the entrance channel. Jet boats also are subject to the rest of the Marina rules. These rules apply to each user of a jet boat lift, as approved in Section 8 of the Marina Administration section of the Marina Rules, to ramp users who launch their jet boats at the boat ramp and to any other operators of jet boats in the Marina or entrance channel.

1. Jet boat lifts are owned by the Member or lessee who is responsible for the installation and maintenance of the lift.
2. The lift shall be maintained throughout the year by keeping it clean and removing foreign objects (such as barnacles).
3. Jet boat operators shall maintain minimum noise levels when practical when operating within the Marina or entrance channel.

BOAT RAMP/PARKING

1. The boat ramp at the Marina is available to all Marina Members, Sub-Lessees, Lessees, and Licensees. TRCC Members may use the ramp if they pay a fee as determined by the Board of Governor's from time to time. All children under sixteen (16) years of age of Marina Members, Sub-Lessees, Lessees, and Licensees utilizing the boat ramp by themselves shall do so only with the written permission of their parents who shall insure that this permission is on file with the Harbormaster and is in compliance with all laws. All guests of Marina Members, Sub-Lessees, Lessees or Licensees shall utilize the boat ramp only with the express prior approval of the Harbormaster.
2. Each Vessel and Boat using the boat ramp shall be the property of a Marina Member, Sub-Lessee, Lessee, or Licensee and shall display current annual decals issued by the Harbormaster. Such current annual decals will be issued by the Harbormaster only after compliance by the Marina Member, Sub-Lessee, Lessee, or Licensee with the insurance requirements set forth in Rule 21 of the Marina Administration Section, and such requirements as the Harbormaster may reasonably impose as to the safety and seaworthiness of the Vessel or Boat in question and compliance with these Rules. The decals shall be issued in quantity so as to be placed on the starboard windows or masts of the Vessel or Boat and on the right hand side of the towing tongue of the trailer, if applicable. If a change in the ownership of the Vessel, Boat, or trailer occurs, the decal(s) shall be removed by the owner prior to delivery to the new owner.
3. The staging dock on the outside of the boat ramp area is not to be used as a repair facility and shall be cleared as soon as the Vessel or Boat is loaded and ready to depart the Marina.
4. The trailer spaces on the south side of the Marina driveway approaching the boat ramp shall be used by Marina Members, Sub-Lessees, Lessees, and Licensees on a first come, first served day use only basis while the Vessel or Boat of such Marina Member, Sub-Lessee, Lessee, or Licensee is waterborne. Overnight storage of any trailers, Vessels or Boats in the parking lot of the Marina is not permitted except with the explicit approval of the Harbormaster.
5. Parking in the Marina parking lot will be limited to two cars per Marina Member, Sub-

Lessee, Lessee, or Licensee, or other resident of Governor's Land at any time and, unless otherwise permitted by the Harbormaster, no trailers of any kind may be parked in the Marina parking lot except as described in Rule 4 above.

6. In order to minimize traffic congestion, only fresh water wash down and engine flushing shall be allowed in the boat ramp oval area. Other maintenance such as waxing, varnish work and cleaning may not be conducted at this location, except with the explicit approval of the Harbormaster.

TRANSIENT VESSEL GUESTS

1. Transient Vessel Guests may use the Marina Facilities only in accordance with these provisions.
2. Transient Vessel Guests shall be charged Marina fees established by the Club.
3. The Harbormaster will determine whether to use transient dock spaces or Berths as may be available due to vacancy or absence of Marina Members, Sub-Lessees or Lessees due to such Marina Members, Sub-Lessees or Lessees being on a cruise for more than twenty-four (24) hours. The proceeds from these transient "rentals" shall be used only for the purpose of defraying the general operating costs of the Marina and no other Club facility.
4. The maximum period Transient Vessel Guests may utilize the Marina shall be seven days, unless prior arrangements have been approved in advance of arrival in writing by the Harbormaster, and a Transient Vessel Guest can only be approved to keep a Vessel in the Marina for more than 30 days if such Transient Vessel Guest's primary residence is more than 100 miles from the Marina.
5. Transient Vessel Guests shall complete and deliver to the Harbormaster a guest registration form at the time of, or prior to, the arrival of the Transient Vessel Guest and shall be financially responsible for all charges, including slip fees, electric, fuel and pump out, and all Marina and other Club charges.
6. The TRYC and the Marina Committee may establish reciprocity agreements with other yacht clubs or may honor agreements through yacht club associations to allow transient Vessels of such yacht clubs to visit or remain in the Marina for a period not to exceed seven (7) days. Reciprocal transient guests will make such arrangements and register through the Harbormaster and with the Club, and shall be charged such fees as shall be agreed upon with such reciprocal yacht club.

BERTH ASSIGNMENTS

1. The control and assignment of Berths is the responsibility of the Harbormaster and the General Manager. Granting access to a Berth of the proper size for a Vessel, or a request for a larger or smaller Berth due to a change in the size of the Marina Member's, Sub-Lessee's or Lessee's Vessel, shall be on a first come, first served basis, as determined according to the records maintained by the Harbormaster.
2. Marina Members have preference over Sub-Lessees and Lessees with respect to the assignment of Berths.
3. If a Marina Member desires to change his or her Berth and a Berth is not available that matches the size requirements for the Marina Member's Vessel, the Harbormaster has the option of placing the Vessel in an available larger Berth, and the Marina Member will only be charged for the size Berth that matches the Vessel's requirements.
4. If a Marina Member elects to downgrade to a smaller size available Berth, no adjustment in the Marina Member's fee to the Marina Capital Replacement Fund will be made. If a smaller Berth is not available, the Marina Member must continue to pay the current Berth charge and will be put on a waiting list for the requested Berth size. The Harbormaster has the option of

moving a Lessee to another Berth to accommodate the Marina Member's request to move to a smaller Berth.

5. If a Marina Member elects to upgrade to a larger Berth, the Marina Member must pay, in the month the change becomes effective, 100% of the Marina Capital Replacement Fund fee for the larger size Berth less the Marina Capital Replacement Fee previously paid by the Marina Member. The Marina Member must begin paying the increased monthly Berth charge when the Marina Member is assigned the new Berth, regardless of whether the Marina Member's larger Vessel is in the Berth.
6. If a Berth that matches the size requirements of a new Lessee's Vessel is not available, the Harbormaster has the option of placing the Lessee's Vessel in the next larger available Berth, and the Lessee will only be charged for the size Berth that matches the Vessel's requirements. The Lessee's Vessel will be moved to the appropriate size Berth when available, at the Harbormaster's discretion.
7. A Lessee who wishes to downgrade to a smaller Berth than the Lessee is currently using, can do so only if such smaller Berth is available and with the approval of the Harbormaster. If such a smaller Berth is available, the Lessee will be charged the fee for the smaller Berth for the remainder of the period of the lease. If no smaller Berth is available, the Lessee must continue to pay the charge for his or her current Berth.
8. A Lessee who elects to upgrade to a larger available Berth must begin paying for the new larger Berth as soon as he or she is officially assigned the new Berth.

**Two Rivers Country Club
Clubhouse Improvement Project Assessments**

The members of TRCC approved funding in two separate votes for the “Clubhouse Improvement Project”, the construction of which is now complete. These votes resulted in two assessments to all members with voting privileges of Two Rivers Country Club and apply to all members joining with voting privileges after July 1, 2006.

CIP#1

For members joining July 1, 2006 or after, the first assessment of \$4,000 per member is either

- 1) pro-rated over the number of months remaining of the 120 month period from July 1, 2006 to June 30, 2016 or
- 2) if the selling Property Owner has elected the installment option then the buying Property Owner may either pay in full the remaining principle balance of the selling Property Owner’s obligation or execute a new promissory note for the remaining principle balance.

CIP#2

The second assessment of \$1,776 per member is the pro-rated amount computed on the number of months remaining in the 120 month period from January 1, 2007 to December 31, 2016.

The balance due for CIP #1 and CIP #2 may be found in the page titled Club Documents Binder located in the front of this Disclosure Book. Please note this balance may change if the original closing date changes. To receive updated CIP numbers or more information please call Paula Miecznikowski, Membership Administrator at 757-258-4610 ext. 225.

Membership Fees
Effective January 1, 2013

| Membership | Membership Contribution | Non-Refundable Capital Reserve | Total | Payment Plans | | |
|----------------------------------|--|--------------------------------|----------|---------------------------|--------------|--------------------|
| | | | | Due at Signing or Closing | Years to Pay | Min annual payment |
| Equity Memberships | | | | | | |
| Social Membership | \$1,000 | \$9,000 | \$10,000 | \$10,000 | 0 | n/a |
| Full Golf | \$1,000 | \$21,000 | \$22,000 | \$10,000 | 4 | \$3,000 |
| Associate Golf | \$1,000 | \$21,000 | \$22,000 | \$10,000 | 4 | \$3,000 |
| Non-Resident Golf | \$1,000 | \$10,000 | \$11,000 | \$11,000 | 0 | n/a |
| Marina Memberships | | | | | | |
| Marina (25 foot) | \$1,000 | \$5,900 | \$6,900 | \$1,000 | 2 | \$2,950 |
| Marina (30 foot) | \$1,000 | \$7,900 | \$8,900 | \$1,000 | 2 | \$3,950 |
| Marina (35 foot) | \$1,000 | \$9,900 | \$10,900 | \$1,000 | 2 | \$4,950 |
| Marina (40 foot) | \$1,000 | \$11,900 | \$12,900 | \$1,000 | 2 | \$5,950 |
| Marina (50 foot) | \$1,000 | \$15,900 | \$16,900 | \$1,000 | 2 | \$7,950 |
| Marina (55 foot) | \$1,000 | \$17,900 | \$18,900 | \$1,000 | 2 | \$8,950 |
| Marina (Bulkhead) | \$1,000 | \$11,900 | \$12,900 | \$1,000 | 2 | \$5,950 |
| Non-Equity Memberships | | | | | | |
| Invitational Full Golf * | \$1,000 | \$16,500 | \$17,500 | \$2,500 | 4 | **\$2,500 |
| Invitational Associate Golf * | \$1,000 | \$16,500 | \$17,500 | \$2,500 | 4 | **\$2,500 |
| Invitational Social* | \$1,000 | \$9,000 | \$10,000 | \$2,000 | 4 | \$2,000 |
| Corporate Golf Full or Associate | \$0 | \$12,000 | \$12,000 | \$12,000 | 0 | n/a |
| Corporate Golf Limited | \$0 | \$12,000 | \$12,000 | \$6,000 | 1 | 6,000 |
| Dining | \$0 | \$1,000 | \$1,000 | \$1,000 | 0 | n/a |
| Non-Resident (Non-Equity)*** | \$100 | \$1,900 | \$2,000 | \$2,000 | 0 | n/a |
| Trial Select, Property | Pay Associate Dues for 3 months | | | | | |
| Trial Select, Non-property | Pay Associate Dues for 3 months plus GLF fee | | | | | |
| Invitational Executive Golf | \$1,000 per year Initiation fee until age 40. Dues are 75% of chosen Full golf dues, Food Min \$500 annually | | | | | |
| Legacy Under 30 | \$500 per year Initiation fee until age 30. Dues are 50% of chosen Full or Associate golf dues. | | | | | |
| Legacy (30-39) | \$1,000 per year Initiation fee from ages 30-39. Dues are 75% of chosen Full or Associate golf dues. | | | | | |

* Recallable after 5 years at Club's discretion. After 5 years member must upgrade to equity membership or resign.

** Assumes redemption of \$5,000 voucher (limited to first 25 memberships sold).

*** Recallable after 5 years at the Club's discretion.

Note: Financing unavailable for the purchase of equity golf memberships with 2013 voucher discount

TWO RIVERS COUNTRY CLUB 2013 FOOD MINIMUM

- The food minimum will apply to all Full Golf, Associate, Social, Dining and Invitational Members who own a residence or reside within a 50 mile radius of the Club.
- Alcoholic beverages (beer, wine and liquor) will not apply to the food minimum.
- All food charged directly to the member's account will apply towards the food minimum.
- Sales tax and service charge do not apply towards the minimum.
- When the minimum expires at the end of each quarter (or annual for Dining and Single Members) any unspent minimum will be billed to the member's account.
- Any unspent minimum at the end of each quarter (or annual for Dining and Single Members) will be forfeited.
- Overspent food minimum applied in one quarter will not roll into the next quarter.
- If a member will be out of town, six weeks or more, for a particular quarter, a letter or email may be submitted requesting that any unspent food minimum be rolled into the next quarter. This written request must include the specific dates that you will be away from the Club, and be submitted to Ken Underwood, General Manager or Scott Grimes, Club Controller. (This option does not apply to Dining or Single Members.)
- The minimum cycle for single members shall be annual. A single member is defined as one who lives alone, is unmarried, widowed or divorced. Single members must request in writing to have their minimum cycle changed or to have their minimum amount reduced to one half of a full minimum amount. This request must be forwarded to the Club's business office.

Last Name beginning with the letters (A-G)

The three-month quarterly periods will be as follows:

| | |
|--------------------|-------|
| January – March | \$300 |
| April – June | \$300 |
| July – September | \$300 |
| October – December | \$300 |

Last Name beginning with the letters (H-P)

The three-month quarterly periods will be as follows:

| | |
|--------------------|-------|
| November – January | \$300 |
| February – April | \$300 |
| May – July | \$300 |
| August – October | \$300 |

Last Name beginning with the letters (Q-Z)

The three-month quarterly periods will be as follows:

| | |
|----------------------|-------|
| December – February | \$300 |
| March – May | \$300 |
| June - August | \$300 |
| September – November | \$300 |

DINING MEMBERS & SINGLE MEMBERS:

The annual food minimum for this dues class will be as follows:

| | | |
|---------|--------------------|---------|
| Dining: | February – January | \$1,200 |
| Single: | February – January | \$600 |

TWO RIVERS COUNTRY CLUB
Schedule of Dues, Fees and Charges

2013 Monthly Dues Schedule

| <u>MEMBERSHIP CATEGORY</u> | <u>MONTHLY AMOUNT</u> | |
|---|------------------------------|-------------|
| | <u>Capital Reserve</u> | |
| | <u>Charge</u> | <u>Dues</u> |
| Full Golf Membership | | |
| • Property owner** | *\$65.00 | \$528.91 |
| • Inactive** | *\$65.00 | \$105.78 |
| • Non-property | *\$65.00 | \$560.91 |
| • Invitational | *\$65.00 | \$560.91 |
| Associate Membership | | |
| • Property owner** | *\$65.00 | \$396.68 |
| • Non-property owner | *\$65.00 | \$428.68 |
| • Invitational | *\$65.00 | \$428.68 |
| • Senior** | *\$65.00 | \$280.32 |
| • Senior (Non-property owner) | *\$65.00 | \$312.32 |
| Corporate Membership | *\$65.00 | \$560.91 |
| Legacy Select Full Golf (30-39) | *\$65.00 | \$396.68 |
| Legacy Select Assoc Golf (30-39) | *\$65.00 | \$297.51 |
| Legacy Select (Non-Resident) | *\$65.00 | \$133.60 |
| Executive Golf | *\$65.00 | \$396.68 |
| Non-resident Equity Membership | *\$65.00 | \$148.23 |
| Non-resident (Non-Equity) | | \$133.60 |
| Social Membership | | |
| • Property owner** | *\$15.00 | \$105.78 |
| • Pre-1994** | *\$15.00 | \$52.89 |
| • Non-property owner | *\$15.00 | \$137.78 |
| • Invitational | *\$15.00 | \$137.78 |
| Dining Membership | | \$63.80 |
| MARINA - (per foot) | | |
| • Bulkhead slips | | \$4.40 |
| • Floating slips equity | | \$6.17 |
| • Lessee | | \$7.70 |
| • TRCC members can lease a slip on a trial basis for up to two years. 2 nd year additional fee of \$50 per month. | | \$7.70 |

FOOD MINIMUM is \$300 for a three-month period (\$1,200 annually for Dining Members or \$600 annually for Single Members). When the Minimum expires at the end of each quarter any unspent minimum will be billed to the member's account at that time. Bar (liquor, wine and beer) purchases are not included in the food minimum. Please reference enclosed 2013 Food Minimum for further information

** Capital Reserve Charges are broken into two components. \$15.00 for Club, \$50.00 for Golf.
 **\$53.00 GLF Facility fee will be charge quarterly to all Governor's Land Property Owners.*

2013 Fee Schedule

Normal Course Rates Off Season

| <u>GOLF GUEST GREEN FEES</u> | <u>9 Holes</u> | <u>18 Holes</u> | In Season <u>9 Holes</u> | <u>18 Holes</u> |
|-------------------------------------|-----------------------|------------------------|-------------------------------------|------------------------|
| Guest Accompanied by Member | \$27.00 | \$42.00 | \$37.00 | \$68.00 |
| Family Member-not immediate family | \$20.00 | \$27.00 | \$27.00 | \$42.00 |

In season Rates- March 1- Nov 30

Off season Rates- Dec 1- Feb 28

CAR/CART FEES

| | <u>9 Holes</u> | <u>18 Holes</u> |
|--|------------------------------------|------------------------|
| ▪ Member cart fee | \$10.00 plus tax | \$20.00 plus tax |
| ▪ Guest cart fee | \$11.00 plus tax | \$22.00 plus tax |
| ▪ Pull cart | \$4.50 plus tax | \$8.50 plus tax |
| ▪ Private Car- Trail Fee (Mar-Feb) | Billed Monthly @ \$93.33 | |
| ▪ Flat Rate Car Plan (Mar-Feb) Single | Billed Monthly @ \$104.16 plus tax | |
| Double/Family | Billed Monthly @ \$145.00 plus tax | |

GOLF ANNUAL FEES

Range Plan (Golf members) Included in Dues.

Range Plan (Social members) Single \$497.00 Family \$997.00

| | |
|---------------|---------|
| Locker rental | \$75.00 |
| Bag storage | \$75.00 |
| Handicap Fee | \$25.00 |

OTHER GOLF FEES

Weekly Houseguest (Use of golf facilities- car rental not included) \$160.00

Weekly Houseguest – Junior (Use of golf facilities- car rental not included) \$105.00

Staycation Golf Package- Includes 4 rounds of golf with cart anytime except before noon on Sat, Sun and Holidays.
Two one half hour lessons, 1 dozen golf balls, and four wooden nickels included also. **\$398.44**

MARINA FEES

Marina Transient Slip Rental

| | |
|---------|---|
| Daily | \$2.75 per foot per day (includes electric) |
| Weekly | \$1.75 per foot per day (plus electricity) |
| Monthly | \$1.00 per foot per day (plus electricity) |

Slip Rental TRCC Member \$1.00 per foot (\$20.00 min)...includes electricity...one week maximum

Electricity (Members & Lessees)

Current Rate per kilowatt hour for slips over 35'
\$5.00 per month for 35' or less using 30 amp power.
\$350 includes 3 free nights dockage (when available)
\$30.00 (Maximum of 2 launches per year)
\$1,000.00

Annual Ramp License Fee

Daily Ramp Fee

PWC Lift Annual Fee

PARK EAST COMMUNITY ROOM SET-UP FEE

All events requiring set up by staff: \$30.00

TENNIS & POOL FEES

| | | | | | |
|-------------------------------|---------|---------------|----------|--------------------|----------------|
| Tennis (1/2) Hour Private | | | | | \$25.00 |
| Tennis (45 Min) Private | | | | | \$35.00 |
| Tennis (1 Hr) Private | | | | | \$48.00 |
| Tennis (1 Hr) Group, 2 People | | | | | \$25.00/Person |
| Tennis (1 Hr) Group, 3 People | | | | | \$20.00/Person |
| Tennis (1 Hr) Group, 4 People | | | | | \$16.00/Person |
| Ball Machine Rental per hour | | | | | \$15.00 |
| Ball Machine Rental Plans | | | | | |
| Single Monthly | \$40.00 | Single Yearly | \$125.00 | Single 3 Year Plan | \$275.00 |
| Family Monthly | \$50.00 | Family Yearly | \$155.00 | Family 3 Year Plan | \$325.00 |
| *Tennis Court Guest per day | | | | | \$10.00 |
| *Pool Guest | | | | | \$5.00 |

*Money passed through to GLF.

MEMBERSHIP FEES

- Annual Marina maintenance fee \$15.00
- Membership Administrative Fee for membership refunds \$300.00
- Membership Downgrades \$500.00
- Application processing fee for lessee of Governors Land property \$100.00
- Exchange of Membership Privileges \$500.00 (\$250 each membership)
- Disclosure Book Fee \$25.00
- Returned Check Fee \$25.00
- Trial Programs:
 - Resident Select Golf Program \$396.68 per month
 - Non-Property Select Golf Program \$428.68 per month

Two Rivers Country Club Application Instructions

Complete and mail the following at least two weeks prior to closing:

- Disclosure Page (First page of binder)
- Application (Tab 5)
- Purchase Agreement (Tab 5)
- Check for CIP Assessment #1 and CIP Assessment #2
- Check for Initiation Fee

Mailing Address: Two Rivers Country Club
1400 Two Rivers Road
Williamsburg, VA 23185
Attn: Membership

Contact Info: Paula Miecznikowski, Membership Administrator
757-258-4610 ext. 225 paula@tworiversclub.com

MEMBERSHIP

Purchase Agreement



TWO RIVERS
COUNTRY CLUB

1400 Two Rivers Road ~ Williamsburg, VA 23185 ~ (757) 258-4610
www.tworiverscountryclub.com ~ memberships@tworiversclub.com

TWO RIVERS COUNTRY CLUB

MEMBERSHIP PURCHASE AGREEMENT
SOCIAL, ASSOCIATE OR FULL GOLF

I have received and reviewed a copy of the Amended and Restated Bylaws of Two Rivers Club at The Governor's Land doing business as Two Rivers Country Club (the "Club") dated December 2011, the General Club Rules and the Amended and Restated Certificate of Incorporation of the Club (collectively, the "Club Documents").

I desire to become a member, in the category indicated below (a "Member"), in the Club and agree to pay a membership contribution (the "Membership Contribution") and a fee to the Capital Replacement Reserve Funds (the "Capital Reserve Fee"), as indicated below, to the Club:

| | <u>Membership Category</u> | <u>Membership Contribution</u> | <u>Non-refundable Capital Reserve Fee</u> | <u>Total Payment</u> |
|--------------------------|----------------------------|--------------------------------|---|----------------------|
| <input type="checkbox"/> | Full Golf Membership | \$ _____ | \$ _____ | \$ _____ |
| <input type="checkbox"/> | Associate Membership | \$ _____ | \$ _____ | \$ _____ |
| <input type="checkbox"/> | Social Membership | \$ _____ | \$ _____ | \$ _____ |

The Club Documents, as amended from time to time and as supplemented by this Membership Purchase Agreement (this "Agreement"), shall govern my rights and privileges as a Member. If I do not own property in the Governor's Land, my Membership shall be a non-property membership. The Membership Contribution and Capital Reserve Fee shall be the amounts indicated above corresponding to my membership category (provided that I submit this signed Agreement to the Club and have made the required payment on or before _____), and such amounts shall be payable as provided below. The Capital Reserve Fee shall in all cases be non-refundable. Unless terminated and forfeited as provided herein, the Membership Contribution shall be refundable only to the extent and in the amount provided for in the Club Documents, as amended from time to time.

I select the following payment option (mark box for selected option with an "X"):

- Payment in full with Application. I hereby agree to pay the full amount of the Membership Contribution and the Capital Reserve Fee indicated above with this application, and accordingly submit a check in the amount of \$ _____ and, if applicable, a valid voucher in the amount of \$ _____ in the case of Associate or Full Golf Memberships.
- Installment Payments (*Note: No financing /installment plan available for Social Memberships*). I hereby agree to pay: (i) upon this application the full amount of the Membership Contribution, plus a portion of the Capital Reserve Fee in the amount of \$ _____ (with any valid voucher in the case of an Associate or Full Golf Membership being applied against the Capital Reserve Fee balance); and (ii) the Capital Reserve Fee, less any payment(s) thereof under the preceding clause (i), in equal, interest-free, annual installments as follows:

| <u>Payment Date</u> | <u>Principal Payment</u> |
|---------------------|--------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Any installments under this Agreement may be prepaid in whole or in part at any time without penalty or premium. Should I desire to change to a lower dues category of membership, such change shall not relieve me of my obligation to pay in full, per the above indicated payment schedule, the Membership Contribution and Capital Reserve Fee for my Membership.

If I fail to pay the amounts described above as and when due, then my Membership may, at the discretion of the Board of Governors of the Club, be declared terminated and forfeited, and the Club shall be entitled to retain, as liquidated damages and not as a penalty, the Membership Contribution and any portion of the Capital Reserve Fee previously paid. The full ownership of the Membership shall also pass directly back to the Club. The Club will have the right to then resell the Membership and retain the proceeds of the sale.

I shall be considered in default when any payment required to be made hereunder shall not be paid on or before the date it becomes due and shall remain in default until such payment shall have been made or the Board of Governors has declared my Membership terminated and forfeited. While in default, the principal sum shall bear interest at the rate of eighteen percent (18%) per annum, and such default interest accruing prior to the termination and forfeiture of my Membership shall remain payable notwithstanding such termination and forfeiture.

Nothing herein contained, or any transaction related hereto, shall be construed or operate so as to require me to pay interest at a greater rate than is now lawful in such case, or to make any payment, or to do any act contrary to law. Should any interest or other charges paid by me in connection with this Agreement result in the computation or earning of interest in excess of the maximum rate of interest which is legally permitted under the laws of the applicable jurisdiction, then any and all such excess shall be, and the same is hereby, waived by the Club, and any and all such excess shall be credited against and in reduction of the balance due hereunder, and the portion of said excess which exceeds the balance due hereunder shall be paid by the Club to me.

To the extent permitted by law, I hereby waive the benefit of any laws which now or hereafter might otherwise authorize the exemption of any property from levy and sale hereunder or in connection herewith.

Payment of amounts due or to become due under any of the Club Documents is secured by my Membership in the Club. In addition:

1. I shall be bound by the terms and conditions of the Club Documents, as they may be amended from time to time, and this Agreement.
2. I agree to pay the dues, fees, charges and assessments applicable to my membership category set forth in the Club's Schedule of Dues, Fees and Charges, as it may be amended from time to time.
3. I have inspected all documents and obtained all information that I believe necessary for my decision to execute this Agreement. I further acknowledge that I have the right to consult with an attorney in connection with the execution of this Agreement, and that I have consulted with an attorney if I believe such advice to be necessary. I specifically grant the Club a security interest in any amounts which it may owe me under the Club Documents to secure all amounts which may be owed by me to the Club.
4. I hereby agree to release and discharge the Club, its employees, agents and members of its Board of Governors from any and all claims and causes of actions that I may have against any of them regarding the Club facilities, except claims and causes of action arising from misrepresentations or omissions in the Club Documents.
5. I hereby acknowledge and agree that the Club may pledge or assign its interest under this Agreement.

The membership certificate will be issued only after I have paid the required Membership Contribution and Capital Reserve Fee in full.

This Agreement is irrevocable by me after delivery.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of laws.

I HEREBY ACKNOWLEDGE THAT I AM ACQUIRING A MEMBERSHIP FOR THE SOLE PURPOSE OF OBTAINING RECREATIONAL USE OF THE CLUB FACILITIES, AND NOT AS AN INVESTMENT OR FOR ANY ECONOMIC PROFIT.

If title to the Membership is to be held in the name of both spouses, the signatures of both spouses are required, and each shall be jointly and severally liable hereunder and the words "I", "my" and "me" used herein shall mean each signing person.

Please print name of Applicant

Signature of Applicant

Please print name of Applicant's Spouse
(If he/she is also to hold title to membership)

Signature of Spouse

Dated: _____, _____

Accepted and Agreed to:

TWO RIVERS CLUB AT THE GOVERNOR'S LAND, d/b/a Two Rivers Country Club

By: _____
Title: _____
Date: _____

MEMBERSHIP

Application



TWO RIVERS COUNTRY CLUB

1400 Two Rivers Road ~ Williamsburg, VA 23185 ~ (757) 258-4610
www.tworiverscountryclub.com ~ memberships@tworiversclub.com

MAILING ADDRESS

Mail completed application to: Two Rivers Country Club, Membership Administrator, 1400 Two Rivers Road, Williamsburg, VA 23185

PHOTO

Enclose recent photo of all applying for membership and check one of the boxes below. (or email photo to memberships@tworiversclub.com.)

Yes No TRCC may publish the enclosed photo(s) in TRCC's newsletter, *The Review*.

MEMBER INFORMATION

Mr. _____ Mrs. _____ Ms. _____ Miss _____ Other _____

Full Name _____

Birth Date _____ Social Security Number _____

Completely fill in home and business address and check the proper address to direct all membership communications and statements.

Mailing Address: _____ Home _____ Business _____

Billing Address: _____ Home _____ Business _____

Home Address _____

City _____ State _____ Zip _____

Residence Telephone _____

Employment - Name _____

Title _____

Type of Business _____

Business Address _____

City _____ State _____ Zip _____

Business Phone _____ Length of Employment _____

Prior Employment (if present employment is less than 3 years) _____

Email address _____

SPOUSE INFORMATION

Mr. _____ Mrs. _____ Ms. _____ Miss _____ Other _____

Full Name _____

Birth Date _____ Social Security Number _____

Employment Name _____

Title _____

Type of Business _____

Business Address _____

City _____ State _____ Zip _____

Business Phone _____ Length of Employment _____

Prior Employment (if present employment is less than 3 years) _____

Email address _____

DEPENDENT INFORMATION

| Name | Birthday | Charge Privileges | |
|-------|----------|-------------------|----------|
| _____ | _____ | _____ Yes | _____ No |
| _____ | _____ | _____ Yes | _____ No |
| _____ | _____ | _____ Yes | _____ No |
| _____ | _____ | _____ Yes | _____ No |

PERSONAL REFERENCES ... TWO REFERENCES REQUIRED

1. Name _____ Telephone _____ Years Known _____
Street _____
City _____ State _____ Zip _____

2. Name _____ Telephone _____ Years Known _____
Street _____
City _____ State _____ Zip _____

CURRENT OR PREVIOUS CLUB MEMBERSHIPS

1. Name _____
Address _____
Telephone _____ Member Since _____

2. Name _____
Address _____
Telephone _____ Member Since _____

PERSONAL INTERESTS

| | GOLF | TENNIS | BOATING | FITNESS | SUMMER CAMP | SWIM TEAM | OTHER |
|----------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------|
| MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| SPOUSE | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| CHILDREN | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

MEMBERSHIP OWNER

_____ Membership will be owned by applicant(s) individually.

_____ Although I am the currently approved Designee, the membership will be owned by my company, the name of which is _____

Address _____

City _____ State _____ Zip _____

Phone _____ Federal ID # _____

Corporate Officer and Title _____

Name of Person Authorized to Vote: _____

Governor's Land Property Owner: Yes No Lot Number _____ Move in Date _____

Application for membership is for the following classification:

Full Golf Associate Non-Resident Social

BYLAWS, RULES AND REGULATIONS

Each of the undersigned hereby acknowledges receipt of the Club Bylaws Amended and Restated December 2011, General Club Rules and Certificate of Incorporation (collectively, "the Club Documents"), and agrees to be bound by all of their respective terms and conditions as amended from time to time.

Upon signing this Application for Membership, I/We authorize the disclosure and release of information to Two Rivers Club at The Governor's Land for investigating my/our qualifications for membership and authorize those persons or entities requested for information to furnish it to Two Rivers Club at The Governor's Land.

I/We understand that acceptance for membership in Two Rivers Club at The Governor's Land is subject to approval and payment of the membership contribution, capital reserve fee, dues, fees, charges and assessments required by the Club Documents.

Applicant's Signature Date

Spouse's Signature Date

Accepted this _____ day of _____, 20____.

By: _____
Name/Signature/Title

Two Rivers Country Club

Frequently Asked Questions (FAQs)

Two Rivers Country Club at The Governor's Land is a private golf, tennis, swimming, boating, dining, and social club operated for the recreation, pleasure, and benefit of its members and their guests. These questions and responses have been prepared to provide an overview of the Club's membership and governance as well as a summary of its usage and operational objectives. They are not meant to be inclusive of all topics or serve in place of official Club Documents. Prospective members are urged to review the entire set of Club Documents prior to joining. In the event of conflicting statements between these FAQs and the Club Documents, the latter takes precedence.

1. Q: Who may be members of the Club?

A: Two Rivers Country Club (TRCC) welcomes applications from all residents in the greater Williamsburg community as well as non-residents of Williamsburg who seek membership in the unique setting offered by the Club. Membership is not restricted to any community or location. All property owners in Governor's Land will acquire at least a Social Membership. Any member can acquire additional privileges at their option by upgrading to another category of membership. A category upgrade will require the difference to be paid to activate the additional privileges.

2. Q: What types of membership will be issued by the Club?

A: The Club currently offers the following categories of equity family membership: Full Golf; Associate; Social; Nonresident; and Marina. At the discretion of the Board of Governors, the Club may offer limited numbers of recallable non-equity, non-voting memberships. The TRCC Membership Director can provide details on all categories of membership and may be reached at 757-258-4610, extension 226.

Full Golf Membership

This membership entitles the member to unlimited use of golf, tennis, swimming, and clubhouse facilities. The Full Golf Member may reserve tee times up to seven (7) days in advance and will not be charged any green fees or court fees (except for guests) but will pay golf cart fees. Each Full Golf Membership shall be entitled to reserve a limited number of tee times up to six months in advance.

Associate Golf Membership

This membership entitles the member to unlimited use of tennis, swimming, and clubhouse facilities. The Associate Member is also entitled to play golf with a three (3) day sign up privilege to reserve tee times. Associate Members are not permitted to use the golf facilities in the morning on Saturday, Sunday or holidays, except as a guest and subject to the guest policy of the Club and the requisite guest fees. Except as noted, Associate Members will not pay green fees or court fees for use of the golf and tennis facilities (except for guests), but will pay golf cart fees.

Senior Golf Membership

This membership is available to Full Golf and Associate Golf Members who have reached their 75th birthday. Senior Golf Members enjoy the same privileges as Associate Golf Members but pay reduced dues. Senior Golf Members are limited to 40 in-season rounds annually and unlimited off-season rounds. The Senior Golf Membership category has a limited number of participants at the board's discretion.

Social Membership

This membership entitles the member to use the tennis, swimming, and clubhouse facilities. Social Members will not be charged court fees for use of tennis facilities (except for guest). Social Members also have golf privileges up to six times per year as a guest of a golf member and subject to the guest policy of the Club and the requisite guest fees.

Nonresident Golf Membership

This membership is available for persons who do not own a residence or lot within fifty miles of the Club. The Nonresident Member has use of all the golf, tennis, swimming, and clubhouse facilities on the same basis as Full Golf Members. Nonresident Members shall have a seven (7) day sign up privilege to reserve tee times and shall not pay green fees or court fees (except for guests), but will be required to pay golf cart fees. Each Nonresident Golf Membership shall be entitled to reserve a limited number of tee times up to six months in advance.

Marina Membership

This membership will be available to any equity member as an add-on category: Marina Membership will entitle the member to the exclusive use of a designated wet slip. The number of Marina Memberships will equal the number of wet slips available not including the end ties and will be offered on a first come, first served basis. Annual Daily Use Permits will also be available to Club members for boat ramp usage.

3. Q: Will any non-equity, non-voting recallable memberships be offered?
- A: Yes, the Club may offer non-equity, non-voting, recallable Invitational Memberships to non-property owners (those not owning property in Governor's Land) to promote the Club and The Governor's Land. Invitational Memberships may be recalled at the discretion of the Board of Governors with 90 days notice in accordance with the Club Documents. The Club may also issue non-equity, non-voting recallable Dining Memberships
4. Q: May I upgrade my existing membership to a Full Golf Membership?
- A: Yes, existing members may upgrade to a higher category of membership. The upgrading member will be required to pay the difference between the membership initiation fees then charged for the higher category of membership and the upgrading member's existing category of membership. The TRCC Membership Director can provide details on upgrades.
5. Q: How many active golf memberships does the Club have?
- A: In 2012 we currently have 288+ active golf memberships. The Club will manage the active number of all memberships in accordance with the objective to preserve the integrity of the course conditions and playing experience
6. Q: What do I receive acknowledging my ownership interest in the Club?
- A: Equity members will receive a membership certificate confirming your membership in the Club. Once your membership has been activated, you will be given a secure ID to access the private TRCC web site which hosts all relevant documents, policies and fees in a current status. These documents include the Club Bylaws, General Club Rules and schedules of Dues, Fees, Charges and Assessments. Members can also access their individual monthly statements with billing detail through the web site.
7. Q: Will my spouse be entitled to my membership upon my death?
- A: Yes. Upon your death, your spouse may continue as a member with continued payment of membership dues, fees, and assessments.
8. Q: Is my family welcome at the Club?
- A: Yes, your membership privileges extend to your spouse and unmarried children under the age of 23 and living at home or attending school on a full time basis. Children's use of the Club's facilities is encouraged. In addition, your extended family, which includes your other children, grandchildren, and parents and their spouses, may use the Club's facilities in accordance with your category of membership as an accompanied or unaccompanied guest. The Club will charge your account in accordance with the applicable extended family guest fees for the privileges used.
9. Q: How do I become more involved with the club? How do I get my children involved in club activities and camps?
- A: There are a variety of activities, clubs, and organizations within the Club. Most importantly is to keep informed of ongoing activities listed monthly in *The Review* newsletter and through TRCC E-News announcements. Below is a list of helpful staff contacts to assist you with inquiries regarding activities for yourself and your children and guests.

| | <u>Phone Number</u> |
|-------------------------------------|---------------------|
| 1. Golf Activities: Chris Warring | 258-4613 |
| 2. Tennis Activities: Mike Prokopik | 258-4610 ext. 234 |

- 3. **Marina Activities:** Renie Martin 258-4863
- 4. **Catering and Special Events:** Jennifer Walton 258-4610 ext. 224
- 5. **Information for Kids Events:** Kay Retan at reception 258-4610 ext. 210

10. Q: Will my guest and lessees be able to use the facilities of the Club?

A: Your guests will be entitled to use the Club's facilities in accordance with the General Club Rules upon payment of fees and charges established by the Club.

Lessees of a Member's residential unit in The Governor's Land may submit an application for membership. Upon approval and payment of the applicable fees and charges, lessees will have the same privileges as the lessor Member. During the period when the lessee is designated as the beneficial user of the membership, the lessor Member will not have any rights or privileges to use the Club except as a guest of another member.

11. Q: Are there any limitations on guest usage?

A: Yes. A day guest is limited to use the golf and tennis facilities six times per calendar year upon payment of appropriate fees. Day guests must be accompanied by a member. A houseguest must be registered at the Club and pay appropriate guest fees.

12. Q: Can I sell my equity Club membership?

A: A membership will be permitted to transfer (sell) his/her membership only to the Club. The Club will be obligated to repurchase the membership only after an individual who is approved for membership has paid the membership initiation fee for the resigning member's category of membership.

When a member sells his/her residential property in The Governor's Land, and the purchaser of the resigning member's residential unit or lot in The Governor's Land wishes to purchase the same category of membership, the member shall arrange for the Club to repurchase the membership so that the Club may reissue it to the purchaser.

The Club will pay to the resigning member eighty percent (80%) of the then current membership contribution charged by the Club for that category of membership less any administrative fees. The current membership contribution for Full Golf, Associate and Social equity memberships is \$1,000. The membership contribution is established by the Board of Governors for the Club.

13. Q: When will the Club repurchase my membership if I do not own property in The Governor's Land or the purchaser of my property does not acquire the same category of membership which I had?

A: If you resign your membership and you do not own property in The Governor's Land or the purchaser of your property does not acquire your category of membership, your membership will be placed on a seller's waiting list to be reissued. A separate seller's list is maintained on first-come, first-served basis for each membership category. Once the membership has been repurchased by the Club and reissued to a new member who has paid the requisite charges and fees, the Club will pay to the resigning member eighty percent (80%) of the then current membership contribution charged by the Club for that category of membership less any administrative fees.

14. Q: How are annual dues established?

A: Each year, the Board of Governors will determine the amount of dues, fees and charges to be paid for the next calendar year so that the Club's operating budget will net to a zero profit. Dues for Associate Members are established at 75% of Full Golf Membership dues. Dues for Social Members are established at 20% of Full Golf Membership dues in accordance with the Club's Bylaws. Dues will be payable in advance on a monthly basis unless otherwise determined by the Board.

15. Q: Are there spending minimums which must be met?

A: The Club food minimum is \$250 for a three-month period (or \$1,000 annually for Dining Members or \$500 annually for Single Members). When the Minimum expires at the end of each quarter any

unspent minimum will be billed to the member's account at that time. Bar (liquor, wine and beer) purchases are not included in the food minimum. This minimum is established to encourage members' participation in the Club and its activities.

16. Q: Can members be assessed to cover any operating deficits?

A: The Club Bylaws require that annual operating deficits be recovered through equity membership assessments. The Board of Governors has the power to determine the amounts of dues each year and assessments for any operating deficits if necessary. If the Board determines that an assessment is necessary to cover operating deficits, the assessment will be apportioned per the above percentage schedule by membership category.

17. Q: Can members be assessed for capital improvements?

A: Any assessment for capital improvements must be voted on by equity members who will be required to pay the proposed capital assessment. The capital assessment shall only be effective if a majority of the eligible votes are in favor of the capital assessment.

18. Q: Do the members have control of the Club?

A: The Club assumed full operational and financial responsibility from the developer (Dominion Resources) in 2001. The governance and general management of the Club shall be vested in a Board of Governors consisting of fifteen (15) elected Members.

19. Q: How are members of the Board selected?

A: Each year at the Members' Annual Meeting, the Members shall elect five members to the Board of Governors who will serve for a term of three years commencing January 1 of the year following their election. The 15 members include eight (8) Full Golf Members, four (4) Associate Members, two (2) Social Members and one (1) Marina Member. No member of the Board of Governors may be elected for more than two (2) successive three-year terms. Members of the Board of Governors serve voluntarily and receive no compensation.

20. Q: How is the Board of Governors structured?

A: At its first meeting each year the Board of Governors elect from its members a President, Vice President, Treasurer, and Secretary, and such other officers as the Board of Governors deems appropriate. No person shall serve as an officer of the Club in the same position for more than five (5) successive years.

21. Q: Do member committees provide input on Club programming and operations?

A: Yes. There are an Election Committee, Membership Committee, Golf Committee, Greens Committee, Marina Committee, Tennis Committee, Audit Committee, House Committee, Building & Grounds Committee and Finance Committee. All committees except the Audit Committee and the Election Committee serve in an advisory capacity to the Board of Governors. Committee members are approved by the Board of Governors, serve voluntarily and receive no compensation.

22. Q: Do the members have an opportunity to make suggestions to the Board and management regarding Club operations?

A: Yes. TRCC has an open suggestion policy and encourages member input to improve the operation of the club. Additionally, the Board of Governors frequently hosts town hall meetings to update the membership on key initiatives and policy changes and to solicit feedback.

Portfolio
Of Governor's Land
Documents

Homeowners' Association Documents

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

EXPIRES ON

01-31-2014

9960 Mayland Dr., Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

NUMBER

0550 003325

COMMON INTEREST COMMUNITY BOARD
COMMON INTEREST COMMUNITY ASSOCIATION
CERTIFICATION OF ANNUAL REPORT

THE GOVERNOR'S LAND FOUNDATION, INC.
LISA SMITH
THE GOVERNOR'S LAND FOUNDATION, INC.
2700 TWO RIVERS ROAD

WILLIAMSBURG VA 23185



Gordon N. Dixon
Gordon N. Dixon, Director

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

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

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, January 11, 1991

*This is to Certify that the certificate of incorporation of
The Governor's Land Foundation*

*was this day issued and admitted to record in this office
and that the said corporation is authorized to transact its
business subject to all the laws of the State applicable to the
corporation and its business. Effective date: January 11, 1991*



State Corporation Commission

William J. Budge

Clerk of the Commission

ARTICLES OF RESTATEMENT AND AMENDMENT
FOR
THE GOVERNOR'S LAND FOUNDATION

ARTICLE 1
NAME

The name of this corporation is The Governor's Land Foundation which is hereby incorporated as a nonstock corporation pursuant to 10 of Title 13.1 of the Code of Virginia (1950) as amended (the "Act"). The duration of the corporation is perpetual.

ARTICLE 2
INTERPRETIVE PROVISIONS

Section 2.1. Definitions. Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Act. Capitalized terms used herein or in the Bylaws shall have the meanings specified for such terms below.

(1) "Additional Real Estate" means the real estate so designated in Exhibit B to the Declaration which the Declarant may submit to the Declaration and to the jurisdiction of the Association pursuant to Section 4.1 of the Declaration.

(2) "Architectural Review Board" means the committee that shall be established by the Board of Directors pursuant to Article 9 of the Declaration to promulgate Design Standards for the Property to assure that the Property shall be maintained in a manner consistent with the purposes and intents of the Declaration.

(3) "Articles of Incorporation" means these Articles of Incorporation for The Governor's Land Foundation filed with the Virginia State Corporation Commission, as amended from time to time.

(4) "Association" means The Governor's Land Foundation and, with respect to the rights and obligations of the Association set forth in the Declaration, its successors and assigns.

(5) "Association Documents" means collectively these Articles of Incorporation, the Declaration, Supplementary Declarations and the Bylaws, as amended from time to time. Any exhibit, schedule, certification or amendment to an Association Document is an integral part of that document.

(6) "Board of Directors" or "Board" means the executive and administrative entity established by Article 5 of these Articles of Incorporation as the governing body of the Association.

(7) "Builder" means a Person who in the regular course of business purchases Land solely for the purpose of constructing improvements for resale or rental. An "Approved Builder" is a Builder participating in a program for Builders developed by the Declarant.

(8) "Bylaws" means the Bylaws of the Association, as the same may be amended from time to time.

(9) "Common Area" means, at any given time, all of the Property, (other than Lots or the Golf and Marina Facilities owned by the Two Rivers Club), then owned or leased by the Association or otherwise available to the Association for the benefit, use and enjoyment of the Owners; provided, however, that real estate is not Common Area solely because it is burdened by an easement for utilities, landscaping, stormwater management or signage, even though the Association may maintain such areas.

(10) "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of the Association Documents. Except when the context clearly requires otherwise, any reference to Common Expenses is intended to include Limited Common Expenses. "Limited Common Expenses" means expenses incurred by the Association and benefiting one or more but less than all of the Lots pursuant to Subsection 6.2(a)(2) of the Declaration.

(11) "Covenants Committee" means the committee established by the Board of Directors pursuant to Article 9 of the Declaration to assure that the Property will be maintained in a manner consistent with the purposes and intents of the Declaration, by assuring compliance with the Design Standards established by the Architectural Review Board and with the Rules and Regulations established by the Declaration.

(12) "Declarant" means Governor's Land Associates, a Virginia general partnership. The Declarant may unilaterally assign the declarant rights it is entitled to exercise, pursuant to Section 5.2 of the Declaration. Following recordation of a document, assigning to another Person all or some of the rights reserved to the Declarant under the Association Documents, pursuant to Section 5.2 of the Declaration, the term "Declarant" shall mean or include that assignee in addition to or instead of Governor's Land Associates.

(13) "Declarant Control Period" means the period ending on the earliest of: (1) the later of (i) the tenth anniversary of the date of recordation of the Declaration or (ii) the fifth anniversary of the date of recordation of the most recent Supplementary Declaration adding Additional Real Estate (provided, however, that once the Declarant Control Period has expired, the recordation of a subsequent Supplementary Declaration shall not reinstate the Declarant

Control Period; and provided, further, that if the Declarant is delayed in the improvement and development of the Property due to a sewer, water or building permit moratorium or other cause or event beyond the Declarant's control, then the aforesaid period shall be extended for the period of the delay or three years, whichever is less); (2) the date the number of votes of the Class A Members equals the number of votes of the Class B Member; or (3) the date specified by the Declarant in a written notice to the Association that the Declarant Control Period is to terminate on that date.

(14) "Declaration" means the Declaration For The Governor's Land made by the Declarant and recorded among the Land Records. The term Declaration shall include all amendments thereto.

(15) "Development Period" means the period of time that the Declarant or Builders are engaged in development or sales, or activities related thereto, anywhere on the Property or the Additional Real Estate. When all of the real estate described in Exhibits A and B to the Declaration, or any amendments thereto, has been conveyed to Owners other than the Declarant or a Builder the Development Period shall end.

(16) "Federal Mortgage Agencies" means those federal agencies, if any, which have an interest in the Property and which have notified the Board of Directors of such interest, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, or successors to their interests.

(17) "Finance Committee" means the committee established by the Board of Directors pursuant to Article 9 of the Declaration to advise them on Association financial matters.

(18) "Land Records" means the land records of James City County, Virginia, the jurisdiction in which the Property and the Additional Real Estate are located.

(19) "Limited Common Area" means a portion of the Common Area which has been designated by the Declarant pursuant to Section 3.7 of the Declaration for the exclusive use of the Owners of one or more but less than all of the Owners.

(20) "Lot" means a portion of the Property designated as a separate subdivided lot of record (but not including the real estate designated as Common Area) on a plat of subdivision, resubdivision, consolidation or boundary line adjustment of a portion of the Property recorded among the Land Records or any other plot of land held in separate ownership and includes any improvements now or hereafter appurtenant to that real estate.

(21) "Majority Vote" means a simple majority (more than fifty percent) of the votes entitled to be cast by Members present in person or by proxy at a duly held meeting of the Members at which a quorum is present. Any vote of a specified percentage of Members means that percentage with respect to the total number of votes entitled to be cast by Members present

in person or by proxy at a duly held meeting at which a quorum is present. Any vote by a specified percentage of the Board of Directors (or the Covenants Committee) means that percentage with respect to votes entitled to be cast by directors (or committee members) present at a duly held meeting of the Board of Directors (or Covenants Committee) at which a quorum is present. Any vote of or approval by a specified percentage of the Mortgagees means a vote of or approval by the Mortgagees of Lots calculated on the basis of one vote for each Lot on which a Mortgage is held.

(22) "Members" means all the Owners with the membership classes and voting rights set forth in Article 4 hereof and Section 1.3 of the Declaration.

(23) "Mortgagee" means an institutional lender (one or more commercial savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts, including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such lender, or any combination of any of the foregoing entities) holding a first mortgage or first deed of trust ("Mortgage") encumbering a Lot which has notified the Association of its status and has requested all rights under the Association Documents. Only for purposes of the notice and inspection rights in Articles 13, 15 and 16 of the Declaration, the term "Mortgagee" shall also include the Federal Mortgage Agencies if such entities are participating in purchasing, guarantying or insuring Mortgages on Lots and if the Board has notice of such participation.

(24) "Officer" means any Person holding office pursuant to Article 6 of the Bylaws.

(25) "Owner" means one or more Persons who own a Lot in fee simple, but does not mean a Person having an interest in a Lot solely by virtue of an unrecorded contract or as security for an obligation.

(26) "Person" means a natural person, corporation, partnership, association, trust or other entity capable of holding title to real estate or any combination thereof.

(27) "Property" means, at any given time, the real estate then subject to the Declaration (including Lots and Common Area) and includes all improvements and appurtenances thereto now or hereafter existing.

(28) "Recreational Facilities Management Committee" (formerly known as the "Social Committee") means the Committee established by the Declaration to advise the Board of Directors on all matters pertaining to the Swim, Tennis, Fitness and Beach Facilities pursuant to Sections 1.3 and 9.3 of the Declaration.

(29) "Rules and Regulations" means the rules and regulations governing the use, occupancy, operation and physical appearance of the Property adopted from time to time by the Board of Directors.

(30) "Social Committee" is the former name of the "Recreational Facilities Management Committee" and anywhere it is encountered in any document it should be read as "Recreational Facilities Management Committee."

(31) "Submitted Real Estate" means the real estate designated as such in Exhibit A to the Declaration and all real estate which is from time to time submitted to the Declaration.

(32) "Supplementary Declaration" means an amendment to the Declaration submitting Additional Real Estate or real estate submitted by the Association to the terms of the Declaration and subjecting such real estate to the jurisdiction of the Association, whether or not such Supplementary Declaration contains additional provisions reflecting the unique characteristics of the real estate being added, pursuant to Article 4 of the Declaration.

(33) "Swim and Tennis Facilities" means all the swimming pools and associated structures, the community building located on the eastern portion of the Property and the tennis courts, all of which are located on the Common Area.

(34) "Upkeep" means care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction.

Section 2.2. Construction of Association Documents.

(a) Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the document or any provision thereof.

(b) Pronouns. The use of the masculine gender shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

(c) Severability. Each provision of an Association Document is severable from every other provision, and the invalidity of any one or more provisions shall not change the meaning of or otherwise affect any other provision. To the extent that any provision of the Association Documents is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent practicable, the provision shall be enforced.

(d) Interpretation. If there is any conflict among the Association Documents, the Declaration shall control, except as to matters of compliance with the Act, in which case the Articles of Incorporation shall control. Particular provisions shall control general provisions, except that a construction consistent with the Act shall in all cases control over any construction inconsistent therewith. The provisions of the Bylaws shall control over any

conflicting provision of any rule, regulation or other resolution adopted pursuant to any of the Association Documents.

(e) Complementarity of Association Documents and Incorporation by Reference. The Association Documents shall be construed together and shall be deemed to incorporate one another. Any requirements as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the others. Any provision of any Association Document referenced in any other Association Document with the intent to incorporate the provisions of the Association Document into the other Association Document shall be deemed incorporated therein, as if set forth in full.

ARTICLE 3 POWERS AND LIMITATIONS

Section 3.1. Purpose and Powers. The Association does not contemplate pecuniary gain or profit to its Members. The purposes for which the Association is organized are to:

- (1) provide for the Upkeep of the Common Area and, to the extent provided in the Association Documents, of the Lots;
- (2) establish and administer the architectural and landscaping standards governing the Property;
- (3) promote and provide for the health, safety, convenience, comfort and the general welfare of the Owners of the Lots and the occupants of the Property;
- (4) impose, collect and disburse dues and assessments in accordance with the provisions of the Declaration;
- (5) engage in and sponsor civic activities relating to the cultural, educational, social and civic affairs of the Owners of Lots or occupants of the Property;
- (6) exercise all other powers and perform all duties and obligations of the Association as set forth in the Association Documents with respect to all or any portion of the Property; and
- (7) exercise the powers now or hereafter conferred by law on Virginia nonstock corporations as may be necessary or desirable to accomplish the purposes set forth above.

Section 3.2. Limitations.

- (a) Prohibition Against Distribution of Income. No part of any net earnings

shall inure to the benefit of any Member, director or officer, and as such, no Member, director or officer shall have no interest in or title to any of the assets of the Association except in accordance with the provisions relating to dissolution in Article 8 hereof. Nothing herein shall prohibit the Association from reimbursing its directors and officers for all expenses incurred in performing services rendered to the Association.

(b) Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent of the total number of votes eligible to be cast by the Members. This section shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (ii) the imposition and collection of assessments as provided in Article 6 of the Declaration; (iii) proceedings involving challenges to ad valorem taxation, or (iv) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures necessary to institute proceedings as provided above.

ARTICLE 4 MEMBERSHIP AND VOTING

Section 4.1. Membership. Members of the Association shall at all times be, and be limited to, the Declarant (during the Development Period) and the Persons who constitute Owners of the Lots. If more than one Person owns a Lot, then all of the Persons who own such Lot shall collectively constitute one Owner and shall be one Member of the Association. Each such Person is entitled to attend all meetings of the Association. Membership in the Association is mandatory.

Section 4.2. Classes of Members: Voting Rights.

(a) Classes; Voting Rights. The Association shall have the following classes of Members:

The Class A Members shall be all Owners, other than the Declarant during the Declarant Control Period, and shall have one vote for each such Lot owned.

The Class B Member shall be the Declarant. The Declarant shall have 1,083 votes [a number equal to one and one-half times the total number of votes of the Class A Members projected when the Submitted Real Estate and Additional Real Estate are fully developed] less the number of votes held by the Class A Members when a vote is taken. [This voting scheme is intended to give the Declarant a majority of the votes until seventy-five percent of the 722 Lots planned are conveyed to Owners other than the Declarant]. If the Declaration is amended from time to time to include additional real estate that was not originally described on Exhibits A and B to the Declaration when the Declaration was recorded, the number of votes of the Class B Member described above shall be increased by one and one-half times the number of votes that

would be appurtenant to any Lots created on such real estate if such real estate is fully developed under the applicable zoning and submitted to the Declaration.

After the Declarant Control Period expires, the Class B membership shall cease to exist and the Declarant shall be treated as any other Owner with respect to voting rights appurtenant to Lots owned by the Declarant.

(b) Additional Provisions Governing Voting. Additional provisions governing voting rights and procedures shall be as set forth in Article 3 of the Bylaws.

Section 4.3. Required Vote. A Majority Vote of the Members shall be necessary for the adoption of any matter voted upon, except that: (1) at least a Sixty-seven Percent Vote of the Members and all the votes of the Class B Member, if any, shall be necessary to adopt any amendment of these Articles or to dissolve the Association; (2) during the Development Period, the Declarant must approve any amendment to these Articles or to the Bylaws which may diminish or impair the rights of the Declarant or the dissolution of the Association; (3) Members entitled to cast at least seventy-five percent of the total number of votes must approve certain decisions to pursue litigation as required by Section 3.2 hereof; and (4) directors shall be elected by a plurality vote in accordance with Sections 4.4 and 5.2 below. Voting shall not be conducted by class. The Declaration and Bylaws shall be amended only in accordance with the terms thereof. The Association is also bound by the requirements set forth in Articles 15 and 16 of the Declaration and shall not take any action in violation thereof.

Section 4.4. Cumulative Voting. There shall be no cumulative voting.

ARTICLE 5 BOARD OF DIRECTORS

Section 5.1. Initial Directors. The three initial directors of the Association were Arthur W. Schmidt, Jr., Robert Emmett, III, and Donald Priest. The initial directors served until their successors are elected in accordance with Section 5.2 hereof. The Declarant shall be entitled to remove and replace the initial directors at will.

Section 5.2. Election of Directors and Term of Office.

(a) Declarant-Controlled Board of Directors. The initial Board of Directors consists of three Persons; thereafter, the number of directors may be increased to not more than nine directors pursuant to this section and Section 4.2 of the Bylaws. Except as specifically set forth below, all directors shall be elected or appointed by the Class B Member who shall elect or appoint, remove and replace such directors at will and shall designate the terms thereof, until the meeting described in Subsection 5.2(b) at which all Members with voting rights are entitled to elect a majority of the directors. The term of office of at least one but less than three of the directors elected by the Class B Member at the first election of directors shall expire at the third

annual meeting following their election; the term of office of at least one but less than three of the directors shall expire at the second annual meeting; and the term of office of at least one but less than three of the directors shall expire at the first annual meeting following their election. The actual number of directors whose term of office expires at each of the three annual meetings described in the preceding sentence shall be one-third (or a fraction as near to one-third as possible) of the total number of directors. Thereafter, each director shall serve for a three-year term. If the aggregate number of directors is changed, terms shall be established so that one-third (or a fraction as near to one-third as possible) of the total number of directors is elected each year.

(1) The Class B Member may expand the Board of Directors by electing three directors in addition to the three initial directors or replacements thereof at any time from the creation of the Association until the meeting described in Subsection 5.2(b) below.

(2) At the first annual meeting following the conveyance of at least 150 Lots to Owners other than the Declarant or an Approved Builder, but in any event not later than the third annual meeting of the Association, the Board of Directors shall be expanded to include an additional director which must be a Class A Member.

(3) At the first annual meeting following the conveyance of at least 300 Lots to Owners other than Declarant or an Approved Builder, but in any event not later than the fifth annual meeting of the Association, the Board of Directors shall be expanded to include an additional director which must be a Class A Member.

(4) At the first annual meeting following the conveyance of at least 450 Lots to Owners other than the Declarant or an Approved Builder, but in any event not later than the eighth annual meeting of the Association, the Board of Directors shall be expanded to include an additional director which must be a Class A Member.

All Members with voting rights (including the Class B Member) shall elect the directors representing the Class A Members. The positions on the Board not reserved for representatives of the Class A Members shall be filled by directors elected solely by the Class B Member until the meeting described in Subsection 5.2(b) hereof. Once the appropriate thresholds set forth above have been met, three members of the Board of Directors shall be Class A Members, and up to six members of the Board of Directors shall be elected solely by the Class B Member.

(b) Owner-Controlled Board of Directors. At the first annual meeting of the Association following the end of the Declarant Control Period or at any special meeting called by the Class B Member to transfer control of the Board of Directors, the number of directors shall be nine and all but two of the directors elected by the Class B Member shall resign. During the Development Period, the Declarant shall have the right to elect or appoint, remove and replace two directors. The remaining directors shall be elected by all Members having voting

rights (including the Declarant). After the Development Period ends, the two directors previously appointed solely by the Declarant shall be elected by all Members having voting rights.

Persons elected shall serve for the remainder of the terms of office of the resigning directors who such persons replace, or if no resignation was required, for the terms of office necessary so that the term of office of one-third (or a fraction as near to one-third as possible) of the directors shall expire at the first three annual meetings after their election. The directors receiving the greatest vote shall be elected for the longest available terms. All successor directors shall be elected to serve for staggered terms of three years unless elected to fill a vacancy in which case such director shall serve as provided in Section 5.6 hereof. Except for death, resignation or removal, the directors shall hold office until their respective successors shall have been elected. In the case of a failure to hold an election at a designated time, the directors holding over shall have the authority and power to manage the business of the Association until their successors are duly elected.

Section 5.3. Election Procedures: Qualifications.

(a) Elections Committee. At least forty-five days prior to each meeting of the Association at which the directors are elected by Members other than the Class B Member, the Board of Directors shall appoint an Elections Committee consisting of a member of the Board whose term is not then expiring and at least two other persons who are not members of the Board. The Elections Committee shall develop election procedures and administer such procedures as are approved by the Board providing for election of directors by ballot of the Members at annual meetings and, where appropriate, special meetings.

(b) Nominations. Persons qualified to be directors may be nominated for election only by a nominating petition submitted to the chairman of the Elections Committee at least twenty days before the meeting at which the election is to be held. The nominating petition must be signed by three other Owners and either signed by the nominee or accompanied by a document signed by the nominee indicating the willingness to serve as a director; provided, however, that additional nominations may be made from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one Person has been nominated by petition. The nominee must either be present and consent to the nomination or have indicated in writing the willingness to serve.

(c) Qualifications. No person shall be eligible for election as a member of the Board of Directors unless such person is an Owner, an Owner's tenant, an Owner's spouse, an officer, trustee, general partner (or officer or partner of the general partner) or agent of an Owner, the Declarant (or a designee of the Declarant) or a Mortgagee in possession (or a designee of a Mortgagee in possession). No Owner or representative of such Owner shall be elected as a director or continue to serve as a director if such Owner is more than sixty days delinquent in meeting financial obligations to the Association.

(d) Exception During Declarant Control Period. Notwithstanding any other provision of this section, during the Declarant Control Period, the Board of Directors may waive or modify any requirements under (a) and (b) above.

Section 5.4. Action by Board of Directors: Limitations. At all meetings of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business, and a Majority Vote of the directors while a quorum is present shall constitute a decision of the Board of Directors, unless otherwise provided in the Act, these Articles of Incorporation or the Bylaws. The Board of Directors may not mortgage, pledge or dedicate to the repayment of indebtedness or otherwise transfer, convey or encumber any or all of the Association property or assets without the approval of the Members and Mortgagees as required by Section 15.4 of the Declaration. The Board of Directors shall follow the recommendations of the Social Committee with respect to the Swim and Tennis Facilities as required by Section 7.7 of the Declaration.

Section 5.5. Removal or Resignation of Directors.

(a) Removal. Except with respect to initial directors, directors elected or appointed by the Declarant and replacements thereof, at any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by Members entitled to cast a majority of the total number of votes and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Members shall be given at least ten days notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. The notice given to Members of such meeting shall state that one of the purposes of the meeting is to remove such director. The Declarant may remove and replace at will any initial director or any director elected or appointed by the Declarant or a replacement thereof, pursuant to Section 5.2 hereof.

(b) Resignation. A director may resign at any time by giving notice to the Board of Directors, the President or the Secretary. Unless otherwise specified, such resignation shall take effect upon the receipt thereof and the acceptance of such resignation shall not be necessary to make it effective. Except for an initial director or any director elected or appointed by the Declarant or any replacement thereof, a director shall be deemed to have resigned (i) upon disposition by the Owner of the Lot which made such person eligible to be a director, or (ii) if such director is not in attendance at three consecutive regular meetings of the Board of Directors without approval for such absence and the minutes reflect the Board's decision to remove the absent director. No director need be a resident of the Property, but if any director, except for a director elected or appointed by the Declarant, was a resident when elected, such director shall be deemed to have resigned at the time such director ceases to be a resident.

Section 5.6. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a director by the Members or by the Declarant shall be filled by (i) a Majority Vote of the remaining directors at the meeting of the Board held for such purpose promptly after the occurrence of such vacancy, or (ii) if the directors remaining in office

constitute fewer than a quorum, an affirmative vote of the majority of the directors remaining in office even though the directors present at such meeting constitute less than a quorum. Each person so elected shall be a director until a successor shall be elected at the next annual meeting of the Association. Vacancies caused by removal of a director by the Members shall be filled by a vote of the Members, pursuant to Section 5.5 hereof, and shall serve the remainder of the term of the director being replaced. The term of the replacement directors shall expire so that the staggered terms shall remain unaffected. The Declarant shall designate the successor to an initial director or any director elected or appointed by the Declarant.

ARTICLE 6 INITIAL REGISTERED OFFICE

The registered office of the Association is located at 2700 Two Rivers Road, Williamsburg, Virginia in the County of James City, Virginia, with a mailing address of 2700 Two Rivers Road, Williamsburg, Virginia, 23185, at which office the registered agent of the Association is David King, who meets the requirements of 13.1-833 of the Act by reason of the fact that he is a resident of Virginia and an Officer of the Association, whose business address is identical with that of the registered office.

ARTICLE 7 AMENDMENT

These Articles may be amended by an affirmative vote of sixty-seven percent (67%) of the Members present, in person or by proxy, at a meeting at which a quorum as defined in the Bylaws, is present. No amendment to these Articles may diminish or impair the rights of the Declarant without the approval of the Declarant during the Development Period. The Association shall take no action to amend the Articles of Incorporation in violation of Section 15.4 of the Declaration.

ARTICLE 8 DISSOLUTION

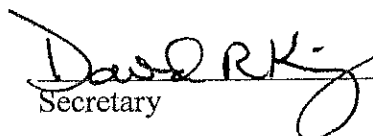
The Association may not be dissolved unless the resolution to dissolve is adopted by at least a Sixty-seven Percent Vote of the Members, pursuant to Section 13.1-902 and such vote includes the vote of the Class B Member, if any. The Association may not be dissolved without the approval of the Declarant during the Development Period. Upon termination of the Declaration and the dissolution of the Association the assets of the Association shall be granted, conveyed and assigned to another nonprofit corporation, association, trust or other organization or governmental agency devoted to purposes similar to those for which the Association was created or distributed otherwise as agreed upon by Members entitled to cast at least sixty-seven percent of the total number of votes, including a majority of votes entitled to be cast by Owners other than the Declarant. This Article may not be amended without the prior written approval of

Fifty-one percent of the Mortgagees. The Association shall take no action to dissolve the Association or transfer Common Area except in accordance with Section 15.4 of the Declaration.

ARTICLE 9
MERGERS AND CONSOLIDATIONS

The Association may merge or consolidate with other corporations as provided by the Act; however, no such merger or consolidation in and of itself without further action by the Members shall in any way affect the rights of the members in the Association and under the Declaration.

IN WITNESS WHEREOF, the Secretary of the Association has signed these Articles of Restatement and Amendment on MARCH 28, 2007.


Secretary

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, MAY 29, 2007

The State Corporation Commission has found the accompanying articles submitted on behalf of

The Governor's Land Foundation

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

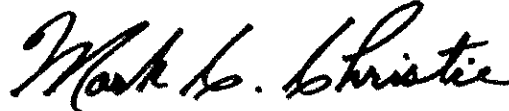
CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective May 29, 2007.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, reading "Mark L. Christie". The signature is written in a cursive style with a large, prominent initial "M".

Commissioner

ARTICLES OF RESTATEMENT AND AMENDMENT
FOR
THE GOVERNOR'S LAND FOUNDATION

A. The undersigned corporation, pursuant to Title 13.1, Chapter 10 of the Code of Virginia, hereby executes the following articles of restatement and amendment and sets forth:

1. The name of the corporation is Governor's Land Foundation.
2. The restatement contains amendments to the Articles of Incorporation.
3. The extent of the amended and restated articles of incorporation is attached hereto.
4. The restatement and amendment was adopted by the corporation on November 21, 2006.

The amendment(s) was (were) adopted by unanimous consent of the members.

Or

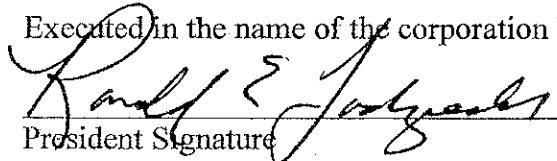
The amendments were proposed by the board of directors and submitted to the members in accordance with the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, and at a meeting of the members at which a quorum of each voting group was present.

The total number of votes cast for and against the amendment(s) by each voting group entitled to vote separately on the amendment(s) was:

| <u>Voting Group</u> | <u>Total Votes For</u> | <u>Total Votes Against</u> |
|---------------------|------------------------|----------------------------|
| Class A | 175 | 58 |
| Class B | n/a | n/a |

And the number cast for the amendment(s) by each voting group was sufficient for approval by that voting group.

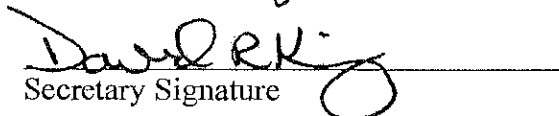
Executed in the name of the corporation by:



President Signature

4/4/07

Date



Secretary Signature

3/28/07

Date

03696218
Corporate ID

AMENDED BYLAWS FOR
THE GOVERNOR'S LAND FOUNDATION

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AMENDED BYLAWS
FOR
THE GOVERNOR'S LAND FOUNDATION

ARTICLE 1
INTERPRETIVE PROVISIONS

Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Virginia Nonstock Corporation Act. Definitions, terms and other interpretive provisions set forth in Article 2 of the Articles of Incorporation for The Governor's Land Foundation are equally applicable to these Bylaws.

ARTICLE 2
MEETINGS OF MEMBERS

Section 2.1. Annual Meetings. The first annual meeting of the Association shall be held not later than the first anniversary of the incorporation of the Association at such time and place as may be fixed by resolution the Board of Directors. Subsequent annual meetings of the Association shall be held on weekdays (other than legal holidays recognized as such in Virginia) at least thirty days before the beginning of each fiscal year at such time as may be fixed from time to time by resolutions of the Board of Directors.

Section 2.2. Special Meetings. The Association shall hold a special meeting: (1) upon the call of the President; (2) if so directed by resolution of the Board of Directors; (3) upon a petition presented to the Secretary and signed by Members entitled to cast at least ten percent of the total number of votes (excluding the Declarant's votes during the Development Period); or (4) upon request of the Declarant. The signatures on a petition requesting a special meeting shall be valid for a period of one hundred-eighty days after the date of the first such signature. Such resolution, petition or request must: (1) specify the time and place at which the meeting is to be held; (2) either specify a date on which the meeting is to be held which will permit the Secretary to comply with Section 2.3 hereof, or else specify that the Secretary shall designate the date of the meeting; (3) specify the purposes for which the meeting is to be held; and (4) be delivered to the Secretary. No business other than that stated in such resolution, request or petition shall be transacted at such special meetings.

Section 2.3. Notice of Meetings.

(a) Written notice stating the place, day and time of each annual meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be given by the Secretary to each Member entitled to vote at such meeting not fewer than ten nor more than sixty days before the date of the meeting.

(b) Notwithstanding the provisions of Subsection (a), notice of a meeting to act on an amendment to the Articles of Incorporation, a plan of merger or consolidation or dissolution shall be

given in the manner provided above not fewer than twenty-five nor more than sixty days before the date of the meeting. Any such notice shall be accompanied by a copy of the proposed amendment, plan of merger or consolidation or dissolution. Any such amendment, plan of merger or consolidation or dissolution shall not be effective unless notice of such matter was provided in accordance with this subsection.

Section 2.4. Waiver of Notice of Meetings.

(a) Whenever any notice is required to be given of any meeting of the Association, a waiver thereof in writing signed by a Member entitled to such notice, whether given before or after the meeting, shall be equivalent to the giving of such notice to that Member and such waiver shall be delivered to the Secretary for inclusion in the minutes or filing with the Association records.

(b) A Member who attends a meeting shall be conclusively presumed to have had timely and proper notice of the meeting or to have duly waived notice thereof, unless such Member attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or at or prior to consideration of the matter subject to objection, in the case of a special meeting.

Section 2.5. Quorum. A quorum shall be deemed to be present throughout any meeting of the Association if Members entitled to cast at least ten percent of the total number of votes are present, in person or by proxy, at the beginning of such meeting. Once a Member is present at a meeting such Member is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new Record Date (hereinafter defined) is set for that adjourned meeting.

If at any meeting of the Association a quorum is not present, a majority of the Members who are present at such meeting in person or by proxy may recess or adjourn the meeting to a time, date and place as such Members may agree, whereupon the Secretary shall announce the time, date and place at the meeting and make other reasonable efforts to notify all Members of such date, time and place.

Section 2.6. Order of Business. Unless otherwise specified in the notice of the meeting, the order of business at all meetings of the Association shall be as follows: (1) roll call (proof of quorum); (2) proof of notice of meeting; (3) reading of minutes of preceding meeting; (4) reports of officers; (5) report of Board of Directors; (6) reports of committees; (7) appointment of inspectors of election (when so required); (8) election of directors (when so required); (9) unfinished business; and (10) new business; provided, however, that balloting for election of directors may commence at any time at the direction of the presiding officer.

Section 2.7. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at such meetings. The President may appoint a parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order, Revised, shall govern the conduct of all meetings of the Association when not in conflict with the Act or the Association Documents.

Section 2.8. Record Date to Determine Members; List of Members. The date for determining which Persons are Members and therefore entitled to vote ("Record Date") shall be the close of business on the day before the effective date of the notice to the Members of the meeting, unless the Board of Directors shall determine otherwise. The Board shall not fix a Record Date more than seventy days before the date of the meeting or other action requiring a determination of the Members, nor shall the Board set a Record Date retroactively. At least ten days before each meeting, the Secretary shall make a complete list of Members, with the address of each, available for review by the Members before and during the meeting. The list shall be current as of the Record Date.

Section 2.9. Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the Association may be taken without a meeting if a consent (or consents) in writing, setting forth the action so taken, is signed by all of the Members entitled to vote with respect to the subject matter thereof and delivered to the Secretary for inclusion in the minutes or filing with the Association records. Such consent shall have the same force and effect as a unanimous vote of the Members.

ARTICLE 3 MEMBERS AND VOTING

Section 3.1. Membership and Voting Rights. The voting rights of the Members of the Association shall be as set forth in Article 4 of the Articles of Incorporation.

Section 3.2. Additional Provisions Governing Voting.

(a) Association Votes. If the Association is an Owner, the Association shall cast its votes with the majority with respect to any Lot it owns, and in any event such votes shall be counted for the purpose of establishing a quorum.

(b) Multiple-Person Owners. Since a Member may be more than one Person, if only one of such Persons is present at a meeting of the Association, that Person shall be entitled to cast the Member's votes. If more than one of such Persons is present, the vote appertaining to that Member shall be cast only in accordance with unanimous agreement of such Persons, and such agreement shall be conclusively presumed if any of them purports to cast the vote appertaining to that Member without protest being made forthwith to the Person presiding over the meeting by any of the other Persons constituting such Member.

(c) Voting Certificate. If a Member is not a natural person, the vote by such Member may be cast by any natural person authorized by such Member. Such natural person must be named in a certificate signed by an authorized officer, partner or trustee of such Person and filed with the Secretary; provided, however, that any vote cast by such natural person on behalf of such Member shall be deemed valid unless successfully challenged prior to the adjournment of the meeting at which the vote was cast. Such certificate shall be valid until revoked by a subsequent certificate similarly executed and filed. Wherever the approval or disapproval of a Member is required by the Association Documents, such approval or disapproval may be made by any Person who would be entitled to cast the vote of such Member at any meeting of the Association.

(d) Delinquency. No Member may vote at any meeting of the Association or be elected to serve on the Board of Directors if payment by such Member of any financial obligation to the Association is delinquent more than sixty days and the amount necessary to bring the account current has not been paid at the time of such meeting or election.

Section 3.3. Manner of Voting.

(a) At a Meeting. Voting by Members at a meeting shall be by voice vote (except for the election of directors which shall be by written ballot) unless the presiding officer determines otherwise or any Member present at the meeting, in person or by proxy, requests, and by a Majority Vote the Members consent to, a vote by written ballot indicating the name of the Member voting, the number of votes appertaining to such Member, and the name of the proxy of such ballot if cast by a proxy. There shall be no cumulative voting.

(b) By Referendum. In the sole discretion of the Board of Directors, elections of directors requiring a vote of the Members may be submitted to a referendum of the Members on a ballot, by mail or at polling places. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board of Directors shall determine the method of voting, the form of all ballots, the deadline for return of ballots and the number and location of polling places, if any.

(c) Advisory Referendum. The Board of Directors may include on any ballot questions on which it seeks an advisory vote. Members may suggest questions for an advisory vote which shall be evaluated by the Board for consistency with the exercise of its duties and responsibilities and with the Association Documents. In any advisory vote, each such question on a ballot shall indicate that the vote is for advisory purposes only.

Section 3.4. Proxies. A vote may be cast in person or by proxy. A proxy may be instructed (directing the proxy how to vote) or uninstructed (leaving how to vote to the proxy's discretion). Only instructed proxies may be granted by any Member to the managing agent. No Person other than the Declarant, a Mortgagee, the managing agent or an Officer shall cast votes as a proxy for more than five Lots not owned by such Person. No Officer shall cast votes as an uninstructed proxy for more than five Lots not owned by such Officer. Proxies shall be in writing, shall be dated, shall be signed by the Member or a person authorized by the Member (or in cases where the Member is more than one Person by or on behalf of all such Persons), shall be valid for eleven months unless a longer time period is provided in the proxy and shall be filed with the Secretary. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the Member. A sample proxy is attached as Exhibit A to the Bylaws.

ARTICLE 4 BOARD OF DIRECTORS

Section 4.1. Powers and Duties of the Board of Directors. The business and affairs of the Association shall be managed by the Board of Directors elected in accordance with the procedures and for the terms of office set forth in Article 5 of the Articles of Incorporation. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and

may do all such acts and things as are not required by the Act or the Association Documents to be exercised and done by the members. The powers of the Board of Directors are specifically limited by the provisions of Section 3.2 and 5.4 of the Articles of Incorporation and Sections 6.2, 7.4, 7.7 and 15.4 of the Declaration and the Board shall take no action except in accordance with such provisions. The Board of Directors shall delegate to one of its Members or to a Person employed for such purpose the authority to act on behalf of the Board on such matters relating to the duties of the managing agent (as defined in Section 5.3 hereof), if any, which may arise between meetings of the Board as the Board deems appropriate. In addition to the duties imposed by any other provision of the Association Documents or by any resolution of the Association that may hereafter be adopted, the Board shall perform the following duties and take the following actions on behalf of the Association:

(a) Provide goods and services to the Members in accordance with the Association Documents, and provide for Upkeep of the Common Area (upon the advice of the Social Committee, with respect to the Swim and Tennis Facilities, as provided in Section 7.7 of the Declaration) and, to the extent provided in the Association Documents, of the Lots.

(b) Designate, hire, dismiss and, where appropriate, compensate the personnel necessary to provide for the Upkeep of the Common Area and, to the extent provided in the Association Documents, of the Lots, and provide goods and services to the Members, as well as purchase equipment, supplies and materials to be used by such personnel in the performance of their duties.

(c) Collect the assessments, deposit the proceeds thereof in depositories designated by the Board of Directors and use the proceeds to carry out the Upkeep of the Property to the extent the Association is so authorized by the Association Documents.

(d) Adopt and amend any reasonable Rules and Regulations not inconsistent with the Association Documents and pursuant to the advice of the Social Committee with respect to the Swim and Tennis Facilities, as provided in Section 7.7 of the Declaration.

(e) Open bank accounts on behalf of the Association and designate the signatories thereon.

(f) Enforce the provisions of the Association Documents.

(g) Act with respect to all matters arising out of any eminent domain proceeding affecting the Common Area owned in fee simple by the Association.

(h) Notify the Members of any litigation against the Association involving a claim in excess of ten percent of the total annual assessment for Common Expenses.

(i) Obtain and carry insurance against casualties and liabilities, as provided in Article 10 of the Declaration, pay the premiums therefor and adjust and settle any claims thereunder.

(j) Pay the cost of all authorized goods and services rendered to the Association and not billed to Owners of individual Lots or otherwise provided for in Article 6 of the Declaration.

(k) Notify a Mortgagee of any default in paying assessments for Common Expenses by an Owner (which remains uncured for sixty days) or for any other default, simultaneously with the notice sent to the defaulting Owner.

(l) Acquire, hold and dispose of Lots and mortgage the same without the prior approval of the Members if such expenditures and hypothecations are included in the budget.

(m) Charge reasonable fees for the use of the Common Area and for services subject to the limitations in the Declaration.

(n) Prepare an annual budget in accordance with Article 6 of the Declaration.

(o) Adopt an annual budget and make assessments against the Owners to defray the Common Expenses of the Association, establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payment, if any, of the annual assessment for Common Expenses in accordance with Article 6 of the Declaration.

(p) Borrow money on behalf of the Association, when required for any valid purpose; provided, however, that either a Majority Vote of Members obtained at a meeting held for such purpose or written approval by Members entitled to cast more than fifty percent of the total number of votes shall be required to borrow any sum in excess of ten percent of the total annual assessment for Common Expenses for that fiscal year and, subject to Section 15.4 of the Declaration, to mortgage any of the Common Area owned in fee simple by the Association.

(q) Sign deeds, plats of resubdivision and applications for construction permits for the Common Area owned in fee simple by the Association, as may be necessary or desirable in the normal course of the orderly development of the Property, at the request of the Declarant or as determined by the Board.

(r) Dedicate or transfer any portion of the Common Area (other than the Two Rivers Club Property or the Swim and Tennis Facilities) owned in fee simple by the Association or grant easements, rights-of-way or licenses over and through all the Common Area pursuant to Section 3.2 of the Declaration and subject to the restrictions set forth in Section 15.4 of the Declaration.

(s) In its sole discretion, designate certain portions of the Common Area (other than the Two Rivers Club Property or the Swim and Tennis Facilities) owned in fee simple by the Association as Reserved Common Area, pursuant to Section 3.7 of the Declaration, and impose such restrictions and conditions on the use thereof as the Board of Directors deems appropriate.

(t) Lease portions of the Common Area, specifically the Two Rivers Club Property, to Two Rivers Club or the Declarant.

(u) Suspend the right of any Owner or other occupant of a Lot, and the right of such Person's household, guests or tenants, to use the Common Area in accordance with Section 12.1 of the Declaration.

(v) Provide an Association Disclosure Packet or a Statement of Common Expenses with respect to a Lot within fourteen days after a written request by any Owner, substantially in the form attached hereto as Exhibit B.

(w) Do anything else not inconsistent with the Act or the Association Documents.

Section 4.2. Number of Directors. During the Declarant Control Period, the Board of Directors shall consist of not few than three nor than nine directors as provided in Section 5.2(a) of the Articles of Incorporation. After the Declarant Control Period, the Board shall consist of nine directors as provided in Section 5.2(b) of the Articles of Incorporation.

ARTICLE 5 MANAGING AGENT

Section 5.1. Compensation. The Board of Directors may employ for the purpose of administering the Property a "managing agent" at a compensation to be established by the Board. The Board shall have a managing agent if required by Section 15.4 of the Declaration.

Section 5.2. Requirements. The managing agent shall be a bona fide business enterprise which manages common interest communities. The managing agent must be able to advise the Board of Directors regarding the administrative operation of the Property and shall employ personnel knowledgeable in the areas of insurance, accounting, contract negotiation, labor relations and property management. Otherwise, the managing agent may be a full-time employee of the Association who shall organize, staff, train and administer the in-house personnel solely to manage the Property.

Section 5.3. Duties. The managing agent shall perform such duties and services as the Board of Directors shall direct. Such duties and services may include, without limitation, the duties listed in Paragraphs 4.1 (1), (2), (3), (6), (7), (8), (9), (10), (11), (14), (22) and (23). The Board of Directors may delegate to the managing agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in Paragraphs 4.1 (4), (5), (12), (13), (15), (16), (17), (18), (19), (20) and (21). The managing agent shall perform the obligations, duties and services relating to the management of the Property, the rights of Mortgagees and the maintenance of reserve funds in compliance with the provisions of the Act and the Association Documents.

ARTICLE 6 OFFICERS

Section 6.1. Designation and Duties of Officers. The principal Officers of the Association shall be the President (who shall also serve as Chairman of the Board of Directors), the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may also elect an assistant treasurer, an assistant secretary and such other Officers as in its judgment may be necessary. The President and Vice President shall be Owners (or an officer, partner, or employee of an Owner) (except for those directors designated or elected by the Declarant) and members of the Board of Directors. Any other Officers may, but need not, be Owners, representatives of Owners or directors. Each Officer shall perform such duties as are normally associated with such office in parliamentary organizations, except to the extent (if any) inconsistent with the Act or the Association Documents, and shall perform such other duties as may be assigned to such office by resolution of the Board of Directors. If any Officer is unable for any reason to perform the duties of the office, the President (or the Board of Directors if the President fails to do so) may appoint another qualified person to act in such Officer's stead on an interim basis.

Section 6.2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any Officer may hold more than one position; provided, however, that the offices of President, Vice President and Secretary shall be held by three different individuals. Except for death, resignation or removal, the Officers shall hold office until their respective successors shall have been elected by the Board.

Section 6.3. Resignation or Removal of Officers. Any Officer may resign by delivering written notice to the Board of Directors. Unless otherwise specified, such resignation shall take effect upon the receipt thereof, and acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the total number of directors, any Officer may be removed, with or without cause, and a successor may be elected at any regular meeting of the Board or at any special

meeting of the Board called for such purpose.

Section 6.4. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The person appointed to fill a vacancy shall serve for the remainder of the term of the Office and such person replaces.

Section 6.5. President. The President shall: be the chief executive officer of the Association; preside at all meetings of the Association and of the Board of Directors; have general and active direction of the business of the Association subject to the control of the Board; see to the execution of the resolutions of the Association and the Board of Directors; see that all orders and resolutions of the Board are carried into effect; and, in general, perform all the duties incident to the office of President.

Section 6.6. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or by the President.

Section 6.7. Secretary. The Secretary shall: keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board may direct and as may be required by Section 13.1-932 of the Act and Section 55-510 of the Virginia Property Owners' Association Act; give or cause to be given all notices required to be given by the Association; give each Owner notice of each assessment against such Owner's Lot as soon as practicable after assessment is made; give each Member notice and a copy of the Rules and Regulations or amendment thereof; maintain a register setting forth the place to which all notices to Members and Mortgagees hereunder shall be delivered; give notice to each Member of any dedication, conveyance and transfer by the Association of any property or of any easement or other estate or interest therein; file or cause to be filed the annual report required by Section 13.1-936 of the Act; make it possible for any Member or Mortgagee to inspect and copy at reasonable times and by appointment the records of the Association; and, in general, perform all the duties incident to the office of Secretary.

Section 6.8. Treasurer. The Treasurer shall: be responsible for Association funds and securities; keep full and accurate financial records and books of account showing all receipts and disbursements; prepare or cause to be prepared all required financial data, including the Statement of Common Expenses required by Section 6.6. of the Declaration; deposit all monies and other valuable effects in the name of the Board of Directors or the Association in such depositories as may from time to time be designated by the Board; and, in general, perform all the duties incident to the office of Treasurer.

ARTICLE 7 COMMITTEES

Section 7.1. Architectural Review Board. The Board of Directors shall establish an Architectural Review Board as set forth in Sections 1.3 and 9.1 of the Declaration.

Section 7.2. Covenants Committee. The Board of Directors shall establish a Covenants Committee as set forth in Sections 1.3 and 9.2 of the Declaration.

Section 7.3. Recreational Facilities Management Committee. The Board of Directors shall establish a Recreational Facilities Management Committee as set forth in Sections 1.3 and 9.3 of the Declaration.

Section 7.4. Finance Committee. The Board of Directors shall establish a Finance Committee as

set forth in Sections 1.3 and 9.4 of the Declaration.

Section 7.5. Other Committees. The Board of Directors may create and abolish from time to time such other committees consisting of two or more persons as the Board may deem appropriate to aid in the administration of the affairs of the Association. Such committees shall have the powers and duties fixed by resolution of the Board from time to time. The Board shall appoint the chair of each committee, and may either appoint the other Members thereof or leave such appointment to the committee chair.

ARTICLE 8 MEETINGS OF BOARD OF DIRECTORS AND COMMITTEES

Section 8.1. Types of Meetings. The first (organizational) meeting of the Board of Directors following an annual meeting of the Association shall be held within thirty days thereafter at such time and place as shall be determined by a majority of the directors to elect Officers, appoint committee members and establish the manner of operation of the Board for the ensuing year. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors; provided, however, that after the Declarant Control Period such meetings shall be held at least quarterly during each fiscal year. Special meetings of the Board of Directors may be called by the President, and shall be called by the President or Secretary upon the written request of at least two directors. Meetings of the Covenants Committee or any other committee or subcommittee shall be held on an as-needed basis, as determined by the Board of Directors. All meetings of the Board of Directors or any committee shall be open to Members as observers, except that the President or presiding officer or chairman of a committee may call the Board or committee into executive session on sensitive matters such as personnel, litigation strategy or hearings with respect to violations of the Association Documents. Any final action taken in executive session shall be recorded in the minutes. The Board of Directors or any committee may, but need not, hold their meetings in the Commonwealth of Virginia, as the Board or committee may from time to time determine.

Section 8.2. Notice. Notice of meetings shall be given to each director or committee member, as appropriate, personally or by mail, telegraph or telephone, orally or in writing, at least three business days prior to the day named for such meeting. Such notice shall state the place, day and time and, in the case of special meetings, the purpose thereof. Notice of meetings shall also be posted or otherwise published in a manner reasonably expected to notify all Members of the Association of Board of Directors or committee meetings. No notice of the organizational meeting of the Board of Directors shall be necessary if such meeting is held immediately following the annual meeting

Section 8.3. Waiver of Notice. Any director or committee member, as appropriate, may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute a waiver of notice of the time, place and purpose of such meeting, unless the director or committee member attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or at or prior to consideration of the matter subject to objection, in the case of a special meeting. If all directors or committee members, as appropriate, are present at any meeting of the Board of Directors or committee, no notice shall be required and any business may be transacted at such meeting.

Section 8.4. Quorum. At all meetings of the Board of Directors or a committee, a majority of the total number of directors or committee members, as appropriate, shall constitute a quorum for the transaction of business, and a Majority Vote while a quorum is present shall constitute the decision of the Board of Directors, unless provided otherwise in the Act, the Articles of Incorporation or the Bylaws. If at any meeting there is less than a quorum present, a majority of those present may recess or

adjourn the meeting from time to time. When the meeting which was recessed or adjourned is reconvened, so long as a quorum is present, any business which might have been transacted at the recessed or adjourned meeting may be transacted without further notice. A director or committee member, as appropriate, who participates in a meeting by any means of communication by which directors or committee Members may simultaneously hear each other during the meeting shall be deemed present at the meeting for all purposes.

Section 8.5. Conduct of Meetings. The President shall preside over meetings of the Board of Directors and the Secretary shall keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at the meetings. The chairman of a committee shall preside over the meeting of the committee and may appoint any member of the committee to keep minutes. The then current edition of Robert's Rules of Order, Revised, shall govern the conduct of the meetings of the Board of Directors or committee when not in conflict with the Act or the Association Documents.

Section 8.6. Action Without Meeting. Any action by the Board of Directors or a committee required or permitted to be taken at any meeting may be taken without a meeting if a consent in writing setting forth the action taken shall be signed either before or after such action is taken by all of the directors or committee members, as appropriate. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the Board of Directors or committee.

ARTICLE 9 FIDUCIARY DUTIES

Section 9.1. Execution of Documents. Unless otherwise provided in the resolution of the Board of Directors: (1) all agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Three Thousand Dollars, and all checks drawn upon reserve accounts, shall be executed by any two persons designated by the Board of Directors; and (2) all such instruments for expenditures or obligations of Three Thousand Dollars or less, except from reserve accounts, may be executed by any one person designated by the Board of Directors. Any Officer of the Association may be designated by Board resolution to sign a Statement of Common Expenses or Association Disclosure Packet on behalf of the Association.

Section 9.2. Conflicts of Interest

(a) Rules and Exceptions. Each director or Officer shall exercise such director's or Officer's powers and duties in good faith and in the best interests of the Association. No contract or other transaction between the Association and any of its directors or Officers, or between the Association and any corporation, firm or association (including the Declarant) in which any of the directors or Officers of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because of such relationship or because any such director or Officer is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction or because such director's or Officer's vote is counted for such purpose if any of the following conditions exist: (1) the material facts of the transaction and the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a majority of directors entitled to vote on the transaction, but in no event may such a transaction be authorized, approved or ratified by a single director, (2) the material facts of the transaction and the common directorate or interest is disclosed or known to all of the Members entitled to vote on the matter, and the Members who are entitled to be counted in a vote on the transaction approve or ratify the contract or transaction by a majority of the total number of votes entitled to be cast; or (3) the contract or transaction is commercially reasonable to the Association in view of all the facts known to any director or Officer at the time such contract or transaction is authorized, ratified, approved or executed. No director or officer having disclosed or made known a conflict of interest shall be liable to the

Association or any Member or creditor thereof or any other Person for any loss incurred by the Association under or by reason of any contract or transaction, nor shall any such director or Member be accountable for any gains or profits realized therefrom.

(b) Vote Not Counted. Any common or interested directors or Officers may be counted in determining the presence of a quorum of any meeting of the Board of Directors, a committee thereof, or the Members which authorizes, approves or ratifies any contract or transaction, but such director's vote shall not be counted with respect to any matter as to which such director would have a conflict of interest; such director may vote, however, at the meeting to authorize any other contract or transaction.

Section 9.3. Liability and Indemnification.

(a) No Personal Liability. The directors, Officers and members of the Covenants Committee or members of the Social Committee shall not be liable to the Association or any Member for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. Directors and Officers shall have no personal liability with respect to any contract made by them on behalf of the Association. No Member shall be liable for the contract or tort liability of the Association by reason of ownership or membership therein. Every agreement made by the Board of Directors, the Officers or the managing agent on behalf of the Association shall, if obtainable, provide that the directors, the Officers or the managing agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder.

(b) Indemnification. The Association shall indemnify the directors, Officers and members of the Covenants Committee and members of the Social Committee to the extent that a nonstock corporation may indemnify its directors, officers and employees pursuant to Sections 13.1-875 through 13.1.883 of the Act; provided, however, that before the Association uses association funds for indemnification, all insurance proceeds must be obtained and applied toward such indemnification.

(c) Directors and Officers Liability Insurance. The Association shall have the power, pursuant to Article 10 of the Declaration, to purchase and maintain insurance on behalf of any person who is or was a director, Officer or member of the Covenants Committee or member of the Social Committee against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such Person against such liability under the provisions of this section. Further, the availability of the Association's indemnity shall not relieve any insurer of any liability under an insurance policy held by the Association.

Section 9.4. Compensation of Directors and Officers. No salary or other compensation shall be paid by the Association to any director or Officer of the Association for serving or acting as such, but this shall not preclude the payment of salary or other compensation for the performance by such director or Officer of other services to the Association nor shall it preclude the reimbursement of reasonable, ordinary and necessary expenses incurred in serving or acting as a director or Officer.

ARTICLE 10 BOOKS AND RECORDS

Section 10.1. Maintenance. The Association shall keep books and records as required by Section 13.1-932 of the Act and Section 55-510 of the Virginia Property Owners' Association Act. All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be audited at least once a year by an auditor retained by the Board of Directors who shall not be an Owner or an occupant of a Lot. The cost of such audit shall be a Common Expense. The Association shall also file and maintain the annual reports required to be filed with the Virginia State Corporation Commission by

Section 13.1-936 of the Act.

Section 10.2. Availability. The books and records of the Association shall be available for examination by the Members, their attorneys, accountants, Mortgagees and authorized agents during general business hours on business days at the times and in the manner established by the Board of Directors for the general knowledge of the Members in accordance with Section 13.1-933 of the Act and Section 55-510 of the Virginia Property Owners' Association Act. The list of Members required by Section 2.8 hereof shall be available for inspection for a period of ten days prior to the meeting and at the meeting. Pursuant to Section 13.3 of the Declaration, all Mortgagees or their representatives shall have the right to examine the books and records of the Association on the same terms and conditions as the Members and Owners. The Board of Directors may fix from time to time a reasonable charge to cover the direct and indirect costs of providing any documents to a Member or Mortgagee.

Section 10.3. Accounting Report. Within one hundred twenty days after the end of each fiscal year, the Board of Directors shall make available to all Members, and to each Mortgagee requesting the same, an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves.

Section 10.4. Fiscal Year. The first fiscal year of the Association shall begin on the date of incorporation and end on the last day of December, unless otherwise determined by the Board of Directors. Each subsequent fiscal year shall commence on January 1 and end on December 31, unless otherwise determined by the Board of Directors.

ARTICLE 11 NOTICES

Except as specifically provided otherwise in the Act or the Association Documents, all notices, demands, bills, statements or other communications under the Association Documents shall be in writing and shall be deemed to have been duly given if delivered personally or by telegraph, teletype or other form of wire or wireless communication or by private carrier or sent by United States mail, postage prepaid, pursuant to Section 13.1-810 of the Act, or if notification is of a default, hearing or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid: (1) if to a Member, at the address which the Member shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such Member; (2) if to the Association, the Board of Directors or the managing agent, at the principal office of the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this section; or (3) if to a Mortgagee, at the address indicated by the Mortgagee in a written notice to the Association. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the address shown in the Association's records. Notice of meetings may be included as part of the Association's newsletter, if the newsletter is delivered to every Member at the address of the Lot owned by such Member or any other address provided to the Association in writing by such Member. If a Lot is owned by more than one Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder, otherwise, the Person receiving the notice shall have the responsibility for notifying the other Persons comprising the Owner.

ARTICLE 12
AMENDMENTS

These Bylaws may be amended by an affirmative vote of sixty-seven percent (67%) of the Members present, in person or by proxy, at a meeting at which a quorum, as defined elsewhere in these Bylaws, is present. The proposed amendments must be inserted in the notice of meeting of the Members. Except for Sections 2.2 and 2.5 and Articles 4, 9 and 12 hereof, these Bylaws may also be amended by a Majority Vote of the Board of Directors; provided, however, that the proposed amendment has been inserted in the notice of meeting of the Directors. The Board of Directors shall send any amendment to the Members within thirty days after adoption. The Members may reverse such amendment by a Majority Vote at a meeting of the Members. No amendment to these Bylaws may diminish or impair the rights of the Declarant under the Bylaws without the prior written consent of the Declarant. No amendment to these Bylaws may diminish or impair the rights of the Mortgagees under the Bylaws.

CERTIFICATION

I, the undersigned, do hereby certify that:

I am the duly elected and acting secretary of THE GOVERNOR'S LAND FOUNDATION, a Virginia nonstock corporation and the foregoing Bylaws constitute the Amended Bylaws of the Association as duly adopted by the Members on November 21, 2006 at a meeting of the Members at which a quorum of the Members was present. The total number of votes cast for and against the amended was 175 in favor of the amendment and 58 against the amendment. The motion to amend was approved with 75% of the votes, in person or by proxy, voting in favor of the amendment.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association on MARCH 28, 2007.



SECRETARY

{SEAL}

THE GOVERNOR'S LAND FOUNDATION

INSTRUCTIONS FOR PROXIES

1. USE THE PROXY ONLY IF YOU DO NOT WISH TO VOTE IN PERSON.
2. A PROXY WILL NOT BE VALID UNLESS SIGNED BY All OWNERS OF RECORD OF THAT LOT.
3. THE PROXY MAY BE REVOKED ONLY BY ACTUAL NOTICE TO THE PRESIDENT OF THE ASSOCIATION (OR OTHER PERSON PRESIDING OVER THE MEETING IF NOT THE PRESIDENT).
4. Print your name, address and Lot number(s).
5. Print the name of the person you wish to designate as your proxy.
6. If you wish to have someone else vote on your behalf (Uninstructed Proxy): Check appropriate box.
7. If you wish to indicate your vote (Instructed Proxy): Check the appropriate box and fill in the names of the candidates for the Board of Directors for whom you wish to vote.
8. Insert the proxy form into an envelope. The proxy must be filed with the Secretary before commencement of the meeting on _____, 19____ at _____ a.m./p.m. Someone will be available to accept the proxy during the registration period from _____ a.m./p.m. until _____ a.m./p.m.; however, if possible, please mail or deliver the envelope containing the proxy form to THE GOVERNOR'S LAND FOUNDATION, c/o _____, Secretary/Treasurer, _____ no later than 5:00 p.m. _____, 19____.
9. Send a copy of the proxy form to the person you have designated as your proxy.

PROXY FORM

Address _____ Lot No. _____
(I) (WE) _____ AND _____
(Print) (Print)

Under the provisions of Section 3.4 of the Bylaws, hereby grant(s) (MY) (OUR) proxy to:
_____ for the sole purpose of casting my (our) votes at
the meeting on _____ 20 _____ or any subsequent meeting called due to a failure to obtain a
quorum at the first attempt to hold the meeting.

Check the appropriate box:

_____ The person named in this proxy may cast (my) (our) votes for any Board of
Directors he or she chooses.

_____ The person named in this proxy must cast (my) (our) votes for the following
candidates for the Board of Directors: _____

_____ The person named in this proxy may cast (my) (our) votes on any other matter that
may arise at the meeting as he or she sees fit.

(Owner's Signature)

(Owner's Signature)

Date: _____

Date: _____

Note: The proxy must be filed with the Secretary before the commencement of the meeting on
_____, 20____ at _____ a.m./p.m., at _____
(Location)

ALL OWNERS OF RECORD MUST SIGN TO BE A VALID PROXY

THE GOVERNOR'S LAND FOUNDATION
ASSOCIATION DISCLOSURE PACKET

TO: _____
FROM: The Governor's Land Foundation
State of Incorporation: Virginia
Name and Address of Registered Agent: Gregory R. Davis, 1200 Old Colony Lane, P.O.
Drawer Q, Williamsburg, Virginia 23187.
RE: Lot No. _____ Governor's Land,
James City County, Virginia
DATE: _____, 20____

In accordance with Section 55-512 of the Virginia Property Owners' Act, as amended, we hereby certify that based on the best knowledge and belief of the Association the information set forth below is accurate as to the date hereof.

A. The status of assessments and mandatory fees or charges with respect to the Lot is as follows:

| | |
|----------------------------|----------|
| Current assessment due | \$ _____ |
| Assessment in arrears | \$ _____ |
| Other fees or charges due | \$ _____ |
| Fees or charges in arrears | \$ _____ |
| TOTAL DUE | \$ _____ |

Known assessments, fees and charges
for the current fiscal year not yet due \$ _____

The Association levies annual assessments (which may be payable in equal periodic installments) to pay Common Expenses. Additional assessments may also be levied for the same purpose. A fee of 100.00 Dollars is currently charged by the Association for the preparation of an Association Disclosure Packet (such as this one). A late charge of _____ Dollars is currently applied to any assessment or installment thereof not paid within ten days after the date it becomes due. There are no other fees or charges imposed by the Association or any other entity or facility except:

[Fill in if applicable.]

B. Attached is a statement of capital expenditures made or anticipated for the current and two succeeding fiscal years, to the extent such information is available.

C. As of the date hereof, there is an outstanding balance in the reserve for the replacement funds (reserve accounts) of approximately \$_____. Of that balance, the following amounts, if any, have been designated by the Board of Directors for the following specific projects:

(Fill in if applicable.)

D. Attached is (1) a copy or summary of the current operating budget, and (2) a copy or summary of the income and expense statement for the year ended _____, 20____ the most recent fiscal year for which such statement is available.

E. There are no unsatisfied judgments against the Association nor any pending suits (other than collection cases) in which the Association is a party or which could or would have a material impact on the Association or which relates to the Lot referenced above, except as follows:

[Fill in status and nature if applicable.]

F. The Association holds hazard, property damage and liability insurance policies covering the Common Area as required by the Declaration in the following amounts: _____ hazard and property damage; _____ liability. The Association also maintains fidelity bonds in the amount of _____. Each Owner should obtain insurance covering property damage to such Owner's Lot and personal property contained therein as well as insurance covering personal liability. You are urged to review Article 10 of the Declaration and to consult with your insurance agent. Copies of the insurance policies are available for inspection or information is obtainable as follows:

[Fill in Contact for Insurance Information.]

G. The Association has not given notice to the Owner of the Lot and has no knowledge of whether improvements or alterations made to the Lot or uses made of the Lot or Common Areas assigned to the Lot, if any, are in violation of the Association Documents except as follows:

[Fill in if applicable.]

H. Attached is a copy of the Declaration, Articles of incorporation, Bylaws, Rules and Regulations and Design Standards of the Association (to the extent such documents exist), including all amendments.

I. An Owner must also be a member of and pay membership dues to Two Rivers Club, a private membership golf club located within the property. For future information contact:

J. A portion of the Common Area defined in the Declaration as the Two Rivers Club Property is subject to a ground lease with Two Rivers Club and the Golf and Marina Facilities (as defined in the Declaration) located thereon are not Common Area but are owned and operated by the

Two Rivers Club as a private membership club in which each Owner is required to purchase membership. For future information see Article 14 of the Declaration and the Two Rivers Club Membership Plan. The Association contact for questions regarding this Disclosure Packet is _____

_____. (Name, Address and Telephone Number)

NOTE: Pursuant to Section 1.3 of the Declaration, upon acquiring title to a Lot each new Owner shall immediately give written notice to the Secretary of the Association stating name and address of such new Owner and the number or address of the Lot. If a new Owner gives such notice within thirty days after acquiring title to a Lot, there will be no charge for adding such Owner's name to the Association records. After thirty days there will be a charge of _____ Dollars assessed against such Owner to cover the administrative cost of record keeping.

**THE DECLARATION FOR
THE GOVERNOR'S LAND
FOUNDATION**

**AMENDED AND RESTATED DECLARATION
FOR
THE GOVERNOR'S LAND**

Duly adopted in accordance with Section 15.2 hereof by vote of the Members at a Meeting held pursuant to Notice dated November 21, 2006.

This Amended and Restated Declaration for the Governor's Land is made this twenty-first day of November, 2006 by the Governor's Land Foundation, Inc., a Virginia nonstock corporation.

WITNESSETH:

WHEREAS, Governors Land Associates, a Virginia general partnership, ("Declarant") subjected certain real property identified as Submitted Real Estate and more particularly described on Exhibit "A" attached to that certain Declaration for Governor's Land recorded in Deed Book 504, Page 399 et seq. in the Office of the Clerk of the Circuit Court for the City of Williamsburg and the County of James City, Virginia on February 20, 1991 (the "Declaration") and the Declarant subjected certain real property identified as Additional Real Estate as more particularly described on Exhibit "B" attached to the Declaration by the recording of various Supplemental Declarations (the Submitted Real Estate and the Additional Real Estate being referred to herein as the "Property");

WHEREAS, the Declarant subjected the Property to the Declaration for the purpose of protecting the value and desirability of the Property and providing for the development of such real estate in accordance with a common plan and the maintenance of certain shared facilities;

WHEREAS, the Declaration runs with the land and is binding and insures to the benefit of the Association and all Persons who may now or hereafter own or acquire any right, title, estate or interest in or to the Property or any part thereof;

WHEREAS, the Association has determined that it is in the best interest of the Owners to amend certain provisions in the Declaration and restate the Declaration as amended;

WHEREAS, the Declarant Control Period, as defined in the Declaration, expired on November 20, 1997;

WHEREAS, Article 15, Section 15.2(a) of the above described Declaration provides that the Declaration may be amended by at least a sixty-seven Percent Vote of the Members and Article 1, Section 1.1 (24) provides that any vote of a specified percentage of Members means that percentage with respect to the total number of votes entitled to be cast by Members present in person or by proxy at a duly held meeting at which a quorum is present;

WHEREAS, Article 2, Section 2.5 of the Bylaws for The Governor's Land Foundation provides that a quorum is deemed to be present when the Members entitled to cast at least ten percent (10%) of the total number of votes are present in person or by proxy;

WHEREAS, at a special meeting of the Members on November 20, 2006, duly called, at which a

quorum was present, the amendments contained herein were approved in compliance with the voting requirements set forth in Article 15, Section 15.2(a);

WHEREAS, 75% of the Members approved the amendments contained herein; and

WHEREAS, the President of the Governor's Land Foundation, Inc., by his signature hereto, certifies that The Governor's Land Foundation has complied with the procedures required by Article 15, Section 15.2, Amendment by the Association, to amend the Declaration.

NOW, THEREFORE, the Grantors hereby covenant and declare all of the Property described in Exhibit A hereto shall be held, conveyed, acquired and encumbered subject to the terms and provisions hereof, all of which shall run with the land and bind and inure to the benefit of the Association and all persons who may now or hereafter own or acquire any right, title, estate or interest in and to any of such real estate, or who may now or hereafter occupy or enter upon any portion thereof, subject to the right of the Declarant to amend this Declaration to add all or any portion of the additional real estate.

PART ONE

ARTICLE 1

GENERAL PROVISIONS

Section 1.1. Definitions. Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Act. Capitalized terms used herein shall have the meanings specified for such terms below.

(1) "Additional Real Estate" means the real estate so designated in Exhibit B which the Declarant may submit to this Declaration and to the jurisdiction of the Association pursuant to Section 4.1 hereof.

(2) "Act" means the Virginia Nonstock Corporation Act, Chapter 10 of Title 13.1 of the Code of Virginia (1950), as the same may be amended, supplemented or replaced from time to time.

(3) "Approval of Mortgagees or Federal Mortgage Agencies" means: (i) written approval; (ii) any written waiver of approval rights; (iii) a formal letter stating no objection; or (iv) presumptive approval if a Mortgagee or Federal Mortgage Agency does not respond within thirty days to a notice of amendment sent by registered or certified United States mail, return receipt requested.

(4) "Architectural Review Board" means the committee established by the Board of Directors pursuant to Article 9 of this Declaration to promulgate Design Standards for the Property to assure that the Property shall be maintained in a manner consistent with the purposes and intents of this Declaration.

(5) "Articles of Incorporation" means the Articles of Incorporation for The Governor's Land Foundation, filed with the Virginia State Corporation Commission, as amended from time to time.

(6) "Association" means The Governor's Land Foundation and, with respect to the rights and obligations of the Association set forth in this Declaration, its successors and assigns.

(7) "Association Documents" means collectively, the Articles of Incorporation, this Declaration and the Bylaws, as amended from time to time. Any exhibit, schedule, certification or amendment to an Association Document is an integral part of that document.

(8) "Board of Directors" or "Board" means the executive and administrative entity established by Article 5 of the Articles of Incorporation as the governing body of the Association.

(9) "Builder" means a Person who in the regular course of business purchases Land solely for the purpose of constructing improvements for resale or rental. An "Approved Builder" is a Builder participating in a program for Builders developed by the Declarant.

(10) "Bylaws" means the Bylaws of the Association, as amended from time to time.

(11) "Common Area" means, at any given time, all of the Property (other than Lots or the Golf and Marina Facilities owned by or leased to Two Rivers Club), then owned or leased by the Association or otherwise available to the Association for the benefit, use and enjoyment of the Owners; provided, however, that real estate is not Common Area solely because it is burdened by an easement for utilities, landscaping, storm water management or signage, even though the Association may maintain such areas.

(12) "Common Expenses" means all expenditures lawfully made and incurred on behalf of the Association, together with all funds determined by the Board of Directors to be necessary for the creation and maintenance of reserves pursuant to the provisions of the Association Documents. Except when the context clearly requires otherwise, any reference to Common Expenses includes Limited Common Expenses. "Limited Common Expenses" means expenses incurred by the Association and benefiting one or more but less than all of the Lots pursuant to Subsection 6.2(a)(2) hereof.

(13) "Community Trails" means the paths and trails constructed by the Declarant across Common Area or within an easement across Lots which shall be maintained by the Association for the use of all Owners, but not including the paths and trails for the use of golf carts and reserved for the benefit of Two Rivers Club.

(14) "Covenants Committee" means the committee established by the Board of Directors pursuant to Article 9 of this Declaration to assure that the Property will be maintained in a manner consistent with the purposes and intents of this Declaration by assuring compliance with the Design Standards established by the Architectural Review Board and with the Rules and Regulations established by this Declaration.

(15) "Declarant" means Governor's Land Associates, a Virginia general partnership. The Declarant may unilaterally assign the declarant rights such Person is entitled to exercise, pursuant to Section 5.2 hereof. Following recordation of an instrument assigning to another Person some or all of the rights reserved to the Declarant under the Association Documents, pursuant to Section 5.2 hereof,

the term "Declarant" shall mean or include that assignee in addition to or instead of Governor's Land Associates.

(16) "Declarant Control Period" means the period ending on the earlier of: (1) the later of (i) the tenth anniversary of the date of recordation of the Declaration or (ii) the fifth anniversary of the date of recordation of the most recent Supplementary Declaration adding Additional Real Estate (provided, however that once the Declarant Control Period has expired, the recordation of a subsequent Supplementary Declaration shall not reinstate the Declarant Control Period; and provided, further, that if the Declarant is delayed in the improvement and development of the Property due to a sewer, water or building permit moratorium or other cause or event beyond the Declarant's control, then the aforesaid period shall be extended for the period of the delay or three years, whichever is less); (2) the date the number of votes of Class A Members equals the number of votes of the Class B Member; or (3) the date specified by the Declarant in a written notice to the Association that the Declarant Control Period is to terminate on that date.

(17) "Declaration" means this Declaration for The Governor's Land. The term Declaration shall include all amendments to the Declaration.

(18) "Design Standards" means the standards promulgated for the Property by the Architectural Review Board pursuant to Article 9 hereof, and any standards established by the Declarant.

(19) "Development Period" means the period of time that the Declarant or Builders are engaged in development or sales, or activities related thereto anywhere on the Property or the Additional Real Estate. When all the real estate described in Exhibit A or B to the Declaration or any amendment thereto has been conveyed to Owners other than the Declarant or a Builder then the Development Period shall end.

(20) "Federal Mortgage Agencies" means those federal agencies, if any, which have an interest in the Properties and which have notified the Board of Directors of such interest, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, or successors to their interests.

(21) "Finance Committee" means the committee established by the Board of Directors pursuant to Article 9 of this Declaration to advise them on Association financial matters.

(22) "Land" means, at any given time, the real estate then subject to the Declaration (including Lots and Common Area), but does not include improvements or appurtenances thereto.

(23) "Land Records" means the land records of James City County, Virginia, the jurisdiction in which the Property and the Additional Real Estate are located.

(24) "Limited Common Area" means a portion of the Common Area designated by the Declarant pursuant to Section 3.7 hereof for the exclusive use of one or more but less than all of the Owners.

(25) "Lot" means a portion of the Property designated as a separate subdivided lot of record (but not including the real estate designated as Common Area) on a plat of subdivision, resubdivision or consolidation or boundary line adjustment of a portion of the Property recorded among the Land Records or any plot of real estate held in separate ownership, and includes any improvements now or hereafter appurtenant to that real estate.

(26) "Majority Vote" means a simple majority (more than fifty percent) of the votes entitled to be cast by Members present in person or by proxy at a duly held meeting of the Members at which a quorum is present. Any vote of a specified percentage of Members means that percentage with respect to the total number of votes entitled to be cast by Members present in person or by proxy at a duly held meeting at which a quorum is present. Any vote by a specified percentage of the Board of Directors (or the Covenants Committee) means that percentage with respect to votes entitled to be cast by directors (or Committee Members) present at a duly held meeting of the Board (or Committee) at which a quorum is present. Any vote of or approval by a specified percentage of the Mortgagees means a vote of or approval by the Mortgagees of Lots calculated on the basis of one vote for each Lot on which a Mortgage is held.

(27) "Members" means all the Owners with the membership classes and voting rights set forth in Article 4 of the Articles of Incorporation and Section 1.3 of the Declaration.

(28) "Mortgagee" means an institutional lender (one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts, including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any combination of any of the foregoing entities) holding a first mortgage or first deed of trust ("Mortgage") encumbering a Lot which has notified the Board of Directors of its status and requested all rights under the Association Documents. Only for the purpose of the notice and inspection rights in Articles 13, 15 and 16 hereof, the term "Mortgagee" shall also include the Federal Mortgage Agencies, if such entities are participating in purchasing, guarantying or insuring Mortgages on Lots and if the Board of Directors has notice of such participation.

(29) "Neighborhood" means a portion of the Property designated as provided in Section 4.3 hereof.

(30) "Officer" means any Person holding office pursuant to Article 6 of the Bylaws.

(31) "Owner" means one or more Persons who own a Lot in fee simple, but does not mean any Person having an interest in a Lot solely by virtue of a contract or as security for an obligation.

(32) "Person" means a natural person, corporation, partnership, association, trust or other entity capable of holding title to real estate or any combination thereof.

(33) "Property" means, at any given time, the real estate then subject to the Declaration (including Lots and Common Area) and includes all improvements and appurtenances thereto now or hereafter existing.

(34) "Recreational Facilities Management Committee" (formerly known as the "Social Committee") means the Committee established by this Declaration to advise the Board of Directors on all matters pertaining to the Swim, Tennis, Fitness and Beach Facilities pursuant to Sections 1.3 and 9.3 of this Declaration.

(35) "Reserved Common Area" means a portion of the Common Area for which the Board of Directors has granted a revocable license for exclusive use pursuant to Section 3.7 hereof.

(36) "Rules and Regulations" means the rules and regulations governing the use, occupancy, operation and physical appearance of the Property adopted from time to time by the Board of Directors.

(37) "Social Committee" is the former name of the "Recreational Facilities Management Committee" and anywhere it is encountered in any document it should be read as "Recreational Facilities Management Committee."

(38) "Submitted Real Estate" means the real estate designated as such in Exhibit A hereto and all real estate which is from time to time submitted to the Declaration.

(39) "Supplementary Declaration" means an amendment to the Declaration submitting Additional Real Estate or real estate submitted by the Association to the terms of this Declaration and subjecting such real estate to the jurisdiction of the Association, whether or not such Supplementary Declaration contains additional provisions reflecting the unique characteristics of the real estate being added, pursuant to Article 4 hereof.

(40) "Swim and Tennis Facilities" means all swimming pools and associated structures, the community building located on the eastern portion of the Property and the tennis courts, all of which are located on Common Area.

(41) "Two Rivers Club" means the corporation which leases the Two Rivers Club Property and owns and operates the Golf and Marina Facilities as a private club for the benefit of its members or its successors and assigns or any entity so designated by the Declarant as the owner of the Golf and Marina Facilities.

(42) "Two Rivers Golf and Marina Facilities" or "Golf and Marina Facilities" means the golf course (or golf courses) and associated facilities, the club house (located on the western portion of the Property) and the boathouse and marina (if any), located on the Two Rivers Club Property owned and operated by the Two Rivers Club.

(43) "Two Rivers Club Membership Plan" means the Articles of Incorporation and Bylaws for Two Rivers Club, the General Club Rules, The Plan for Offering of Membership in Two

Rivers Club and the Subscription Agreement attached as an Exhibit thereto and agreements establishing the Two Rivers Club and governing the rights of its members or any founding documents of any similar entity designated by the Declarant.

(44) "Two Rivers Club Lease" means the ground lease for the Two Rivers Club Property between the Association and the Two Rivers Club.

(45) "Two Rivers Club Property" means the land owned by the Association as Common Area and leased to the Two Rivers Club, such portion of the Property not to exceed 250 acres.

(46) "Upkeep" means care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction.

Section 1.2. Construction of Association Documents.

(a) Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the document in which used or any provision thereof.

(b) Pronouns. The use of the masculine gender shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural and vice versa whenever the context so requires.

(c) Severability. Each provision of an Association Document is severable from every other provision, and the invalidity of any one or more provisions shall not change the meaning of or otherwise affect any other provision. To the extent that any provision of the Association Documents is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent practicable, the provision shall be enforced.

(d) Interpretation. If there is any conflict among the Association Documents, the Declaration shall control, except as to matters of compliance with the Act, in which case the Articles of Incorporation shall control. Particular provisions shall control general provisions, except that a construction consistent with the Act shall in all cases control over any construction inconsistent therewith. The provisions of the Bylaws shall control over any conflicting provision of any rule, regulation or other resolution adopted pursuant to any of the Association Documents.

(e) Complementarity of Association Documents and Incorporation by Reference. The Association Documents shall be construed together and shall be deemed to incorporate one another. Any requirements as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the others. Any provision of any Association Document referenced in any other Association Document with the intent to incorporate the provisions of the Association Document into the other Association Document, shall be deemed incorporated therein, as if set forth in full.

Section 1.3. The Association.

(a) Creation. The Governor's Land Foundation is a nonstock corporation organized and existing under the laws of the Commonwealth of Virginia, charged with the duties and vested with the powers prescribed by law and set forth in the Association Documents.

(b) Membership. Members of the Association shall at all times be, and be limited to, the Declarant (during the Development Period) and the Persons who constitute Owners of the Lots. If more than one Person owns a lot, then all of the Persons who own such Lot shall collectively constitute one Owner and be one Member of the Association. Each such Person is entitled to attend all meetings of the Association. Membership in the Association is mandatory.

Upon acquiring title to a lot, each new Owner shall immediately give written notice to the Secretary stating the name and address of such new Owner and the number or address of the Lot. If the new Owner fails to give the Secretary such notice within thirty days after acquiring title to such Lot, then reasonable record-keeping costs incurred by the Association may be assessed against such Owner pursuant to Section 12.1(b) hereof.

(c) Classes of Members: Voting Rights. The Association shall have the following classes of Members:

The Class A Members shall be all Owners, other than the Declarant during the Declarant Control Period, and shall have one vote for each such Lot owned.

The Class B Member shall be the Declarant. The Declarant shall have 1,083 votes (a number equal to one and one-half times the total number of votes of the Class A Members projected when the Submitted Real Estate and Additional Real Estate are fully developed); less the number of votes held by the Class A Members when a vote is taken (this voting scheme is intended to give the Declarant a majority of votes until seventy-five percent of the 722 Lots planned are conveyed to Owners other than the Declarant). If the Declaration is amended from time to time to include additional real estate that was not originally described on Exhibits A and B to the Declaration when the Declaration was recorded, the number of votes of the Class B Member described above shall be increased by one and one-half times the number of votes that would be appurtenant to any Lots created on such real estate if such real estate is fully developed under the applicable zoning and submitted to the Declaration.

After the Declarant Control Period expires, the Class B membership shall cease to exist and the Declarant shall be treated as any other Owner with respect to voting rights appurtenant to Lots owned by the Declarant.

(d) Structure. The Association Documents provide for two administrative levels, each with associated powers and duties.

(1) Board of Directors. The Board of Directors is responsible for the management and Upkeep of the Property and the administration of the Association and unless otherwise

specifically provided in the Act or the Association Documents, all rights, powers, easements, obligations and duties of the Association may be performed by the Board of Directors on behalf of the Association.

(2) Standing Committees. Committees with powers and responsibilities as outlined in Sections 9.1, 9.2, 9.3 and 9.4 hereof shall assist the Board of Directors in performance of the duties outlined in (1) above.

ARTICLE 2 **COMMON AREA**

Section 2.1. Conveyance: Title. The Declarant shall convey the Common Area in each phase or Neighborhood of the Property to the Association in fee simple released from any encumbrance securing the repayment of monetary obligations incurred by the Declarant, but subject to all easements and other encumbrances then of record (including those created by this Declaration). The Common Area in each phase or Neighborhood of development shall be conveyed to the Association before the later of: (i) the end of the Declarant Control Period; or (ii) submission of such real estate to the Declaration. The Association shall accept title to any real estate or personal property offered to the Association by the Declarant. The Association shall not convey, change or alter the use of the Common Area during the Development Period without the prior approval of the Declarant.

Section 2.2. Boundary Adjustments. The Board of Directors has the power at any time or times, consistent with the then existing zoning or subdivision ordinances of the applicable governmental authority, and pursuant to a recorded subdivision, resubdivision or boundary-line adjustment plat or otherwise, to transfer part of the Common Area to or at the direction of the Declarant for the purpose of adjusting lot lines or otherwise in connection with the orderly subdivision and development of the Property; provided, however, that: (i) such transfer shall not reduce the portion of the Property designated as "open space" below the minimum level of "open space" required in the subdivisions comprising the Property at the time of the transfer; (ii) the Declarant shall transfer to the Association as "open space" such portion of the Property as is necessary to maintain the total acreage designated as "open space" at the level required by James City County, Virginia; (iii) the appropriate governmental authorities approve such Lot line adjustments; and (iv) the boundary-line adjustment is approved by the Owners of all Lots for which boundaries are being adjusted.

Section 2.3. Use of Common Area.

(a) Regulation of Common Area. The Board of Directors shall have the right to regulate use of the Common Area pursuant to Section 8.3 hereof and to charge fees for the use thereof. The Board may also mortgage, dedicate or convey the Common Area owned in fee simple by the Association or grant easements or licenses over and through any Common Area subject to the restrictions in Section 15.4 hereof. Notwithstanding the foregoing, the Association's powers with respect to the Two Rivers Club Property shall be limited by the terms of the Two Rivers Club Lease, Paragraph (b) below and Article 14 hereof.

(b) Two Rivers Club. The Association shall either take the Two Rivers Club Property subject to a lease to the Two Rivers Club or the Declarant or shall lease the Two Rivers Club Property to the Two Rivers Club or the Declarant. The Association may also enter into an agreement with Two Rivers Club to manage the Swim and Tennis Facilities and shall make the Swim and Tennis Facilities available to the members of the Two Rivers Club who are not also Owners in accordance with the terms of the Two Rivers Club Lease. Two Rivers Club shall have the right on behalf of its members (and their guests) to use the Swim and Tennis Facilities and to have access to Swim and Tennis Facilities in accordance with the Two Rivers Club Lease.

(c) Use of Common Area to Facilitate Sales. The Declarant hereby reserves to itself and its successors and assigns the right to: (i) use any Lots owned or leased by the Declarant, any other Lot with the written consent of the Owner thereof or any portion of the Common Area (including any improvement) as models, management offices, administrative offices, sales offices, a visitors' center, construction offices, customer service offices or sales office parking areas in connection with the development and marketing of Lots or memberships in Two Rivers Club; provided, however, that the Declarant shall remain responsible for the operating expenses of any portion of the Common Area used exclusively for the foregoing purposes.

ARTICLE 3 **EASEMENTS**

Section 3.1. Development Easements.

(a) Easements and Rights Reserved to the Declarant.

(1) Easement to Facilitate Development. 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 (except for Lots containing attached dwellings in which case the ten foot area applies only to front and rear boundary lines) for all purposes reasonably related to the development and completion of improvements on the Property, 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 Upkeep of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on the Property or reasonably necessary to serve the Property; (v) easements and right-to-reserve easements for storm water management; and (vi) easements and the right-to-reserve easements for ingress, egress, installation, operation and Upkeep of the equipment for providing to any portion of the Property or the adjacent real estate (including the golf course) any utilities, including without limitation water, sewer, drainage, gas, electricity, telephone and television service, whether public or private.

(2) Dedications and Easements Required by Governmental Authority. The Declarant hereby reserves to itself and its successors and assigns the right to make any dedications and

to grant any easements, rights-of-way and licenses required by any government or governmental agency over and through all or any portion of the Common Area owned in fee simple by the Association.

(b) Duration and Assignment of Development Rights. The Declarant shall be entitled to the rights, powers and easements granted under this section during the Development Period. The Declarant 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 Declarant or such Persons.

Section 3.2. Association Power to Make Dedications and Grant Easements. The rights, powers and easements reserved to the Declarant to grant easements for storm water management and utilities over and through Lots within ten feet of any Lot boundary-line by Paragraphs 3.1(a)(1)(v) and (vi) hereof are also hereby granted to the Association; provided, however, that the limitations on duration applicable to the Declarant shall not apply to the Association. If the Declarant or any Owner requests the Association to exercise its power under this section; the Association's cooperation shall not be unreasonably withheld, conditioned or delayed.

Section 3.3. Easement for Upkeep. A right of access over and through any portion of the Property (excluding any occupied dwelling) is hereby granted to the Association, the managing agent and any other Person authorized by the Board of Directors, in the exercise and discharge of their respective powers and responsibilities, including without limitation to make inspections, correct any condition originating in a Lot or in the Common Area threatening another Lot or the Common Area, correct drainage, perform installations or Upkeep of utilities, storm water management facilities or easements, landscaping or other improvements located on the Property for which the Association is responsible for Upkeep (under the Association Documents or the terms of any separate easement), or correct any condition which violates the Association Documents. The agents, contractors, Officers and directors of the Association may enter any portion of the Property (excluding any occupied dwelling) in order to utilize or provide for the Upkeep of the areas subject to easements granted in this Article to the Association. Each Owner shall be liable to the Association for the cost of all Upkeep performed by the Association and rendered necessary by any act, neglect, carelessness or failure to comply with the Association Documents for which such Owner is responsible pursuant to Section 12.1 hereof and the costs incurred by the Association shall be assessed against such Owner's Lot in accordance with Subsections 6.2(d) and 12.1(a) hereof.

Section 3.4 Landscaping and Buffer Easements Across Lots. The Declarant hereby reserves to itself and its successors and assigns during the Development Period and the Association, an easement and the right to grant and reserve easements over and through the Common Area, or over and through any Lot: (i) within fifteen feet from any public right-of-way; and (ii) specifically designated as landscape easements in a Supplementary Declaration or on a plat attached to a Supplementary Declaration describing real estate added to the Property; or (iii) as shown on a subdivision or easement plat. These easements shall be for the purpose of construction, installation, irrigation and maintenance of project signage, landscaping features and associated lighting and sprinkler system, including without limitation plants, trees and earth berms and other earth contouring and shall include access as necessary to perform such tasks. Portions of the Property may also be burdened with wetland buffer easements as shown on subdivision or easement plats. Wetland buffer easement areas shall remain in their natural

state except as otherwise permitted by terms of such easements. The Owner of a Lot burdened by such easements shall not construct any improvements within the easement without the permission of the Association. The Owner of the Lot shall maintain the foregoing easement areas located on such Owner's Lot. The Board of Directors may determine, however, to have the Association maintain the landscape or buffer easement areas. Maintenance of these easement areas by the Association shall be a Common Expense. These easement areas located on Lots are not part of the Common Area. If the Owner fails to maintain the easement, as required by the Association or the terms of the easement, or constructs an improvement within an easement area in violation of the terms of the easement, the Association shall take appropriate action to maintain the landscaping, protect the buffer, remove the improvement or otherwise enforce the terms of the easement and shall charge such Owner for costs of taking such actions pursuant to Subsections 6.2(d) and 12(a) hereof.

Section 3.5. Emergency Access. An easement is hereby granted (1) to all police, fire, ambulance and other rescue personnel over and through all or any portion of the Property for the lawful performance of their functions during emergencies; and (2) to the Association over and through all Lots, if emergency measures are required in any Lot to reduce a hazard thereto or to any other portion of the Property. The Association is hereby authorized but not obligated to take any such measures.

Section 3.6. Easement for Use of Common Area.

(a) Use and Enjoyment. Each Owner and each Person lawfully occupying a Lot is hereby granted a non-exclusive right and easement of use and enjoyment in common with others of the Common Area (except to the extent limited by the designation of Limited Common Area or Reserved Common Area); provided, however, that access to the Two Rivers Club Property and the Two Rivers Golf and Marina Facilities shall be controlled by the terms of the Two Rivers Club Lease and the Two Rivers Club Membership Plan; and provided, further, that use of the Swim and Tennis Facilities is subject to paragraph (b) below. No Person shall have any right to enter the Two Rivers Club Property or use the Golf and Marina Facilities except to the extent permitted by the Two Rivers Club Membership Plan and any other regulations adopted by the Two Rivers Club. The right and easement of use and enjoyment created hereby shall be appurtenant to each Lot, whether or not mentioned in the deed thereto. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such rights and easements are appurtenant shall be void. Each Owner and each Person lawfully occupying a Lot is also hereby granted a non-exclusive easement for egress and ingress over the Common Area to the extent necessary to provide vehicular and pedestrian access to such Lot. Such easement for ingress and egress shall not be extinguished by termination of the Declaration or conveyance of the Common Area unless alternative access is provided, if necessary, and the Owner of the Lot consents in writing to the termination of the easement.

(b) Swim and Tennis Facilities. Each Owner, subject to the limitations set forth herein, is hereby granted a non-exclusive right of use and enjoyment in common with others of the Swim and Tennis Facilities which constitute a portion of the Common Area. Use of the Swim and Tennis Facilities shall require a pass. The Association shall issue to each Owner two adult passes and such additional passes as are necessary for Owner's children under eighteen years of age and living at home or attending school on a full-time basis to use the Swim and Tennis Facilities. When an Owner consists of multiple Persons the Board of Directors may issue a limited number of passes, taking into

consideration the unequal burden on the Swim and Tennis Facilities caused by such Owners. Additional passes may be issued by the Board of Directors in the discretion of the Board and subject to such additional conditions or fees as may be imposed by the Board. The rights and easements granted hereby shall be subject to all rights and powers of the Association (in addition to any easements granted or reserved in this Declaration or pursuant to other Association Documents).

(c) Limitations. The rights and easements of enjoyment created hereby shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to the other Association Documents) to all rights and powers of the Declarant and the Association when exercised in accordance with the other applicable provisions of the Association Documents, including without limitation the Association's rights to regulate the use of the Common Area and to establish reasonable charges therefor, to grant easements across the Common Area, to dedicate and to mortgage the Common Area owned in fee simple by the Association. The rights and easements of enjoyment created hereby shall also be subject to the terms of the Two Rivers Club Lease and Two Rivers Club Membership Plan with respect to the Two Rivers Club Property.

(d) Delegation. Subject to paragraph (b) hereof, the Rules and Regulations and such other restrictions adopted by the Association, any Person having the right to use and enjoy the Common Area may delegate such rights to members of such Person's household, such Person's guests and tenants and to such other Persons as may be permitted by the Association; provided, however, that both the Owner and tenant of an improved Lot cannot use the Swim and Tennis Facilities unless permitted by the Board of Directors and unless a separate membership in the Swim and Tennis Facilities is purchased.

Section 3.7. Reserved Common Area and Limited Common Area.

(a) Reserved Common Area. The Board of Directors shall have the power in its discretion from time to time to grant revocable licenses in the Common Area by designating portions of the Common Area (except for the Two Rivers Club Property) as Reserved Common Area. Such Reserved Common Area shall be subject to such restrictions, reasonable charges and conditions on the use thereof as the Board may deem appropriate. Such Reserved Common Area shall be maintained by the Association or, at the Board's option, by the Persons having the exclusive right to use the Reserved Common Area.

(b) Limited Common Area. The Declarant shall have the power, for as long as the Declarant has the right to add Additional Real Estate under Section 4.1 hereof, to restrict portions of the Common Area owned in fee simple by the Association in the nature of an easement for the exclusive use of the Owners of one or more specific Lots by designating such portions of the Common Area as Limited Common Area. The Declarant may either: (1) indicate the locations of the Limited Common Area appertaining to one or more Lots by depicting such Limited Common Area and the Lots to which it is appurtenant on a plat attached as part of a Supplementary Declaration; (2) label a portion of the Common Area as "Common Area that may be assigned as Limited Common Area" on a plat attached as an exhibit to a Supplementary Declaration and thereafter assign such Limited Common Area to one or more specific Lots by unilaterally amending the Supplementary Declaration to indicate the assignment depicting the Limited Common Area being assigned and the Lots to which it is appurtenant; or (3) indicating that such Common Area is Limited Common Area by a description in a Supplementary

Declaration.

Section 3.8. Two Rivers Club Easements. The Declarant hereby reserves for itself and for the benefit of the Two Rivers Club or its successors and assigns the following easements and rights:

(a) Above-Ground Utilities. The right to utilize any portion of the Common Area contiguous to the Two Rivers Club Property for temporary, above-ground utility lines for use solely in conjunction with tournaments and special events on the Two Rivers Golf and Marina Property. Such use shall not interfere with or damage the primary use of the Common Area so affected and the utility lines and installations shall be removed by the Two Rivers Club.

(b) Reserved Water Rights. The Declarant reserves the right to collect, use and appropriate all underground and percolating water, both tributary and non-tributary, within and under the Property, together with easements to construct, maintain, replace and repair tiles, drains, lines and pipes at appropriate locations on the Common Area for collecting and carrying underground or percolating water. Irrigation ditches may be constructed by the Declarant over the Common Area for the maintenance of golf courses, parks, open spaces, and such other spaces and areas which are part of the Two Rivers Club Property or the Two Rivers Golf and Marina Facilities as the Declarant may from time to time decide. The Declarant and Two Rivers Club are hereby granted the right to maintain these ditches within said easements and to enter upon Common Area as necessary to perform such maintenance.

(c) Additional Rights. The Declarant reserves the right to grant or deed easements across the Common Area for golf cart paths or other purposes to the Two Rivers Club or its successors and assigns and to impose such additional restrictions on the Common Area from time to time as may be reasonably required to benefit the Two Rivers Club and its members. The reservation of the golf cart path easements and the golf course easements made pursuant hereto will be for the benefit of Declarant, the developer of the Two Rivers Golf and Marina Facilities, the members and invited guests of the Two Rivers Club and for associated maintenance and service personnel, for golf course and related recreational purposes.

ARTICLE 4
DEVELOPMENT OF THE PROPERTY

Section 4.1. Expansion by the Declarant. The Declarant hereby reserves an option until the fifteenth anniversary of the date of recordation of this Declaration to expand the Property (except the owner and the mortgage of the real estate so submitted) from time to time without the consent of any Owner or Mortgagee by submitting all or any portion of the Additional Real Estate to the provisions of this Declaration and the jurisdiction of the Association whether or not such real estate is owned by the Declarant. The option to expand may be terminated only upon the recordation by the Declarant of an instrument relinquishing such option. The Declarant reserves the unilateral right without the approval of the Owners or Mortgagees to execute and record Supplementary Declarations, subjecting any portion of the Property to such additional covenants and restrictions as may be necessary to reflect the different characteristics of such portion of the Property as are not inconsistent with the overall scheme of the Declaration; provided, however, that the Declarant shall not have such right after the conveyance of a

Lot to be subjected to such Supplementary Declaration to an Owner other than the Declarant without the written consent of such Owner. The Declarant may add Additional Real Estate in accordance with the procedures set forth in Section 4.3 hereof. There are no limitations on the option to expand except as set forth in this Article.

Section 4.2. Expansion by the Association. With the written consent of the fee simple owner (if not the Association) and any mortgagee or holder of a deed of trust on such real estate, a Sixty-seven Percent Vote of the Members or the written approval of Members entitled to cast sixty-seven percent of the total number of votes, and the written consent of the Declarant during any period that the Declarant has the right to add Additional Real Estate under Section 4.1 hereof, the Association may submit any real estate located immediately adjacent to the Property to the provisions of this Declaration and the jurisdiction of the Association, in accordance with the procedures set forth in Section 4.3 hereof.

Section 4.3. Procedure for Expansion. The Declarant or the Association, as appropriate, may record one or more amendments to the Declaration ("Supplementary Declarations") submitting the real estate described therein to this Declaration and to the jurisdiction of the Association. Each Supplementary Declaration shall include a legally sufficient description of the real estate added and shall designate such real estate with a Neighborhood name so as to differentiate between each portion of the Property. Any amendment or Supplementary Declaration may contain such additions to the provisions in this Declaration as may be necessary to reflect the different character of the Additional Real Estate and as are not inconsistent with the overall scheme of this Declaration; provided, however, that such additions shall not apply to any real estate previously submitted to this Declaration after conveyance of a Lot to an Owner other than the Declarant without the written consent of the Owner of the Lot subject to the additional provisions. Upon recordation of a Supplementary Declaration, the provisions of the Declaration shall apply to the real estate submitted thereby as if it were originally part of the Submitted Real Estate.

ARTICLE 5 SPECIAL DECLARANT RIGHTS: TRANSFER

Section 5.1. Special Declarant Rights. Special declarant rights are those rights reserved for the benefit of the Declarant as provided for in the Association Documents, and shall include without limitation the following rights: (1) to complete improvements on the Property; (2) to maintain models, management offices, construction offices, sales offices, customer service offices and signs advertising the Property; (3) to use easements over and through the Property for the purpose of making improvements within the Property; (4) to exercise the rights and votes of the Class B Member of the Association; (5) to remove and replace any director elected or appointed solely by the Class B Member; (6) to make unilateral amendments to the Association Documents as provided in Sections 3.7, 4.1 and 15.1 hereof; (7) to add Additional Real Estate; and (8) to exercise any other rights given to the Declarant.

Section 5.2. Transfer of Special Declarant Rights. The Declarant may transfer special declarant rights created or reserved under the Association Documents to any Person acquiring Lots or Additional Real Estate by an instrument evidencing the transfer recorded in the Land Records. The instrument shall not be effective unless executed by the transferor and transferee. A partial transfer of special declarant

rights does not prevent the transferor declarant from continuing to exercise special declarant rights with respect to the real estate retained by such declarant. The instrument providing for partial transfer of special declarant rights shall allocate rights between the transferor and the transferee.

PART TWO

ARTICLE 6

COMMON EXPENSES AND ASSESSMENTS

Section 6.1. Determination of Common Expenses and Assessments.

(a) **Fiscal Year.** The first fiscal year of the Association shall be as determined in accordance with Section 10.4 of the Bylaws.

(b) **Preparation and Approval of Budget**

(1) At least fifty days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary for the ensuing fiscal year to pay the cost of management and Upkeep of the Common Area and, to the extent provided in the Association Documents, Upkeep of the Lots, and the cost of other expenses that may be declared to be Common Expenses by the Association Documents or by a resolution of the Board of Directors, including without limitation any services provided to the Owners, Lots or Common Area.

(2) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital (available cash for day-to-day expenses which is otherwise uncommitted), a general operating reserve (including an amount to cover operating losses due to insurance deductibles) and reserves for contingencies (potential costs or liabilities which have not been incurred but which should be planned for) and replacements. At least forty days before the beginning of each fiscal year, the Board of Directors shall make available a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining the assessment against each Lot.

(3) The budget shall reflect the separate assessment of Limited Common Expenses, including without limitation certain expenses (and reserves) relating to or benefiting one or more but less than all of the Lots, whether categorized by location or type of expense. Such expenses shall be assessed only against the Lots benefited in accordance with subsection 6.2(a)(2) hereof.

(c) **Installment Payments and Due Dates.** Any and all such assessments and other charges shall be a lien against each Owner's Lot as provided in Section 12.2 hereof. On or before the first day of each fiscal year, and the first day of each succeeding payment period in such fiscal year, each Owner shall pay to such Person at such place as the Board of Directors may direct that installment of the annual assessment which is due during such period. The Board of Directors shall establish one or more payment periods and the due dates for each such payment in each fiscal year; provided, however, that payments shall be due not less than quarterly or more frequently than monthly unless specifically

provided otherwise herein. All sums collected by the Board of Directors with respect to assessments against the Lots or from any other source may be commingled into a single fund.

(d) Transfer Fee. Each purchaser of a Lot, other than the Declarant, shall pay to the Association at the time of conveyance of such Lot, a Transfer Fee equal to fifty percent of the annual assessment for Common Expenses against such Lot, as a contribution to a reserve fund in accordance with Section 6.2(e) herein. If no actual assessment for Common Expenses is levied in the year in which conveyance occurs, then the Transfer Fee shall be fifty percent of the annual assessment for the last year in which an assessment for Common Expenses was levied against such Lot. This fee shall not be applied against regular installments of assessments or refunded upon reconveyance of the Lot.

(e) Effect of Failure to Prepare or Adopt Budget. For the first fiscal year of the Association following the first conveyance of any Lot to an Owner other than the Declarant, and for all fiscal years thereafter, the Board of Directors shall establish the annual assessment against each Lot for Common Expenses. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay the allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay assessments at the rate established for the previous fiscal year until notified of the new payment which is due on the first day of the next payment period which begins more than ten days after such new annual or adjusted budget is adopted and the Owner receives such notice.

Section 6.2. Assessments and Common Expenses.

(a) Rate of Assessment and Payment.

(1) General Common Expense Assessment. Subject to the provisions of Subsections 6.2(a)(2) and (3) and Section 6.3 hereof, the total amount of the estimated funds required for: (i) the management and Upkeep of the Property; (ii) services to the Lots and Owners; or (iii) to meet obligations of the Association established pursuant to this Declaration or other maintenance agreements shall be assessed annually or levied as an additional assessment. The Board of Directors shall establish an annual assessment rate for each Lot to be levied against all Lots subject to assessment hereunder; provided, however, that two adjacent Lots purchased by one Owner prior to a Resolution adopted by the Board of Directors on October 10, 2000 upon which a single dwelling unit has been approved for construction in such a manner that the Lots cannot be further subdivided or separately conveyed, shall be assessed as a single Lot. Two adjacent Lots purchased by one Owner after October 10, 2000 even though the separating Lot line be extinguished with Board approval per Section 7.5 (a)(2), will continue to and forever be assessed as separate Lots; provided, however, that the Board of Directors in its sole discretion may grant exceptions.

(2) Limited Common Expense Assessment. Limited Common Expenses may be assessed only against the Lots benefited in proportion to their relative general Common Expense liability inter se or based on usage, as appropriate. Such Limited Common Expenses shall be determined as follows:

(i) Any expenses designated in a Supplementary Declaration as Limited Common Expenses to be paid by the Owners of Additional Real Estate being submitted to the Declaration thereby;

(ii) Any expenses proposed by the Board of Directors or a specific group of Owners as Limited Common Expenses against a specific group of Lots and agreed to by Members entitled to cast a majority of the total number of votes with respect to such Lots, assessed against such Lots as such Owners may agree or on the basis set forth in Subsection 6.2(a)(1) hereof inter se;

(iii) Any expenses incurred in the Upkeep of or the maintenance of reserves for the Upkeep and replacement of common drives serving a limited number of Lots shall be assessed only against the Lots served by such drive;

(iv) Any expenses incurred in the Upkeep of or the maintenance of Reserves for the Upkeep of Limited Common Area may be assessed only against the Lots served by such Limited Common Area; and

(v) Any service to individual Lots based on usage.

(3) Limitations on Increases. For the Fiscal Years 1991 and 1992, the maximum annual assessment against Single Family Residential Lots for Common Expenses, excluding Limited Common Expenses, shall be Six Hundred Fifty Dollars (\$650.00) per Lot. The maximum annual assessment for Limited Common Expenses, if any, shall be as set forth in the Supplementary Declaration adding the Lots paying such Limited Common Expense.

For Fiscal Year 1993 the maximum annual assessment for Common Expenses, or Limited Common Expenses, as set forth above or in a Supplementary Declaration shall increase the greater of:

(i) ten percent; or

(ii) the increase in the U.S. Department of Labor Consumer Price Index -All Urban Consumers (1982-84=100) available at the date when the Board adopts the budget; and the proportionate amount by which casualty and other insurance premiums payable by the Association have increased over amounts payable the previous fiscal year. Wherever in the Association Documents the U.S. Department of Labor Consumer Price Index - All Urban Consumers (1982-84=100) is used, if such index ceases to incorporate a significant number of items now incorporated therein, ceases to reflect the increases in expenses of the Association, or if a substantial change is made in the method of establishing such index, then such other reliable governmental or other nonpartisan index designated by the Board of Directors shall be used.

The Board of Directors may determine to set the actual annual assessments for Common Expenses or Limited Common Expenses at an amount less than the applicable maximum for any fiscal year. The Board of Directors may not levy an annual assessment or an additional assessment

for Common Expenses or Limited Common Expenses which in the aggregate will exceed the applicable maximum assessment for Fiscal Years 1991, 1992 or 1993 unless such annual assessment or additional assessment is approved by the Members obligated to pay such assessment by at least a Majority Vote of such Members or the written approval of the Members entitled to cast more than fifty percent of the total number of votes of such Members.

Starting in Fiscal Year 1994 and each fiscal year, thereafter, there shall be no maximums for annual assessments of Common Expenses or Limited Common Expenses. The Board of Directors shall determine the assessment against the Lots for Common Expenses or Limited Common Expenses based on the budget.

(b) Lots Added During the Fiscal Year. Whenever any Additional Real Estate is added, the assessment against each Lot being added shall be calculated in the same manner and due in the same number of installments as the assessment for the remainder of the fiscal year against Lots already a part of the Property. In addition, the Owner of the Lot being added shall pay a prorated portion of any amount payable for the period between the date the Lot becomes subject to assessment pursuant to Subsection 6.2(a)(1) hereof and the due date of the next installment. Such proration of the assessment due for any Lot added shall be based upon the total assessment due and a 365-day fiscal year. Payment of the prorated portion will be due no later than the due date of the first installment to be paid by the Owners of any Lot added.

(c) Additional Assessments. Subject to Subsection 6.2(a)(3) hereof, the Board of Directors may levy additional assessments on the Lots subject to assessment under Subsection 6.2(a)(1) hereof. The Board of Directors shall give notice of any additional assessment to the Owners against whose Lots the assessment will be levied specifying the amount and reasons therefor, and such assessment shall, unless otherwise specified in the notice, be payable in full with the next periodic installment which is due more than ten days after the date of such notice or in not more than six equal periodic installments, as the Board may determine. Such assessment shall be a lien as set forth in Section 12.2 hereof.

(d) Individual Assessments. The Board of Directors may assess an Owner's Lot individually: (i) for the amount of any costs incurred by the Association pursuant to Subsection 7.2(a) hereof in performing Upkeep that the Owner failed to perform as required by that section; (ii) for the amount of any charges imposed on that Owner pursuant to Subsection 12.1(h) hereof; and (iii) for any costs incurred by the Association because of any violation or negligence for which that Owner is responsible under Subsection 12.1(a) hereof. Each such assessment shall be due ten days after notice thereof is given to the Owner unless the notice specifies a later date. An individual assessment is not subject to the limitations of Subsection 6.2(a)(3) hereof.

(e) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital, contingencies and replacements. Such funds shall be a Common Expense of the Association and may be deposited with any financial institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. Reserves for items serving only certain Lots shall be accounted for and funded solely by the

Owners of Lots served (as a Limited Common Expense).

(f) Route 5 Improvements. As part of the Governor's Land Proffer Agreement (dated October 6, 1989 and recorded in Deed Book 451 at Page 68 among the Land Records), the Declarant has provided a plan for funding and construction of improvements to Route 5 up to a four-lane divided highway from Route 199 to the entrance of the Property off Route 5, if determined to be necessary by the Virginia Department of Transportation and James City County, Virginia. The Declarant has proffered \$2,125,000 and is allocating other lot revenues to pay for certain Route 5 improvements. In addition, developers of neighboring communities may also contribute funds for the Route 5 improvements. However, if necessary, the Lots may also be assessed additional amounts for the Route 5 improvements, either through the Association or as part of a separate tax district, to the extent the cost of the Route 5 improvements exceeds the monies collected. The Board of Directors shall have the power to levy an assessment against all Lots subject to assessment under Subsection 6.2(a)(1) hereof to complete the improvements to Route 5. The money collected shall be paid to the entity (including the Declarant) completing or paying for the completion of the proffered improvements to Route 5.

(g) Litigation Expenses. If the Association makes any claim or institutes any litigation against one or more Owners, which requires Member approval pursuant to Section 3.2 of the Articles of Incorporation, the Association shall assess all Lots other than Lots owned by such Owners, for the costs of such claim or litigation, including without limitation attorney's fees, and funds from assessments levied against such Owners' Lots shall not be used for any such claim or litigation. The prevailing party shall be entitled to recover as part of the award reasonable attorney's fees and related costs, fees or expenses of such claim or litigation. If the Owners are the prevailing parties, the Association shall assess all Lots other than Lots owned by such Owners for such Owners' costs incurred in defending any such claim or litigation, and funds from assessments levied against such Owners' Lots shall not be used for this purpose.

Section 6.3. Exemptions. The Common Area and any properties dedicated to a public authority or exempt from taxation by a public authority shall be exempt from assessment and the lien created hereby; provided, however, that no Lot actually used for residential purposes shall be exempt. Lots owned by the Declarant which have never been occupied shall be exempt from assessment. The Board of Directors also has the power (upon its sole determination) to exempt from assessment or to reduce the assessment against Lots which have never been occupied and are owned by either all Builders or only Approved Builders.

Section 6.4. Liability for Common Expenses.

(a) Declarant and Owner Liability. The Declarant for each Lot owned by the Declarant, hereby covenants and agrees, and each Owner of a Lot by acceptance of a deed therefor, whether or not so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association all Common Expenses, including Limited Common Expenses, as may be assessed against such Lot and other charges assessed by the Board of Directors pursuant to the provisions of this Declaration. Each Owner shall be personally liable for all assessments against such Owner's Lot. No Owner may be exempted from liability for the assessment for Common Expenses by reason of waiver of the use or enjoyment of any of the Common Area or by abandonment of the Lot. No

Owner shall be liable for the payment of any part of the Common Expenses assessed against the Lot subsequent to the date of recordation of a conveyance in fee by such Owner of such Lot. Prior to or at the time of any such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a Lot shall be jointly and severally liable with the selling Owner for all unpaid assessments against the latter for the proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Owner amounts paid by the purchaser therefor; provided, however, that any such purchaser may rely on a Statement of Common Expenses obtained pursuant to Section 6.6 hereof.

(b) Mortgagee Liability. Each holder of a Mortgage who comes into possession of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments or charges against such Lot which accrue prior to the time such Person comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Lots including the mortgaged Lot assessed after such Person takes possession. The lien created by Section 12.2 hereof shall cease to exist with respect to assessments and charges levied prior to the time title is transferred by foreclosure or by deed or assignment in lieu thereof; provided, however, that if the proceeds of a foreclosure exceed the total amount due on the Mortgage, the excess shall first be paid to the Association and applied to the satisfaction of the Association's lien.

Section 6.5. Collection of Assessments. Any assessment or installment thereof not paid within ten days after the due date shall be delinquent and shall accrue a late charge in the amount of Ten Dollars or such other amount as may be established from time to time by the Board of Directors. The Board of Directors, or the managing agent at the request of the Board, shall take prompt action to collect any assessments for Common Expenses due from any Owner or Member which remain unpaid for more than thirty days after the due date for payment thereof.

Section 6.6. Statement of Common Expenses. The Board of Directors or managing agent shall provide any Owner, contract purchaser or Mortgagee, within fourteen days after a written request therefor, with a written statement of all unpaid assessments for Common Expenses due with respect to a specific Lot (or a statement that the amount of unpaid assessments is zero) as part of the "Association Disclosure Packet" attached as Exhibit B to the Bylaws or otherwise. No contract purchaser, Mortgagee or purchaser from a Mortgagee requesting such a statement shall be liable for, nor shall the Lot conveyed to such Person relying on such statement be subject to a lien for, any unpaid assessments due prior to the date of such statement in excess of the amount set forth on such statement; provided, however, that this section shall not be interpreted to release any Person from liability for such assessments levied while such Person owned the Lot. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation, in an amount not to exceed any maximum established by the Virginia Property Owners' Association Act.

ARTICLE 7 OPERATION OF THE PROPERTY

Section 7.1. Upkeep of Common Area.

(a) General. The Association shall be responsible for the management and Upkeep of all of the Common Area, including Limited Common Area and Reserved Common Area, the cost of which shall be assessed against all Lots as a Common Expense or Limited Common Expense, as appropriate. The Association shall also be responsible for Upkeep of the Community Trails (whether located across Lots or Common Area), the cost of which shall be a Common Expense. All improvements located on the Common Area shall also be maintained by the Association. Notwithstanding the foregoing, the Two Rivers Golf and Marina Facilities located on the Two Rivers Club Property which is part of the Common Area shall be maintained pursuant to the terms of the Two Rivers Club Lease. If the Association assumes the responsibility for the Upkeep of certain landscaped or wetland buffer areas along the boundaries of certain Lots (as determined by the Board of Directors), the cost of such Upkeep shall be a Common Expense. The Association shall not have any responsibility for the Upkeep of any Lot except for those responsibilities and duties specifically enumerated within the Association Documents. Notwithstanding the general provisions for maintenance of Common Area set forth in this section, specific maintenance responsibilities and allocations of maintenance costs shall be determined by any provisions therefor indicated in a Supplementary Declaration. If the Board of Directors determines that certain Upkeep was necessitated by the negligence, misuse or neglect of an Owner or for which an Owner is responsible pursuant to Section 12.1 hereof, the cost of such Upkeep shall be assessed against such Owner's Lot pursuant to Subsections 6.2(d) and 12.1(a) hereof. Further, the Board may determine that all or a part of the Upkeep of any portion of the Common Area designated as Reserved Common Area or Limited Common Area shall be performed by the Person having the exclusive right to use the same. The Board of Directors shall establish the standard for Upkeep of the Common Area in its sole discretion.

(b) Storm Water Management. The Declarant may construct or create easements, improvements and facilities for storm water management control. Such facilities shall not be used for any purposes other than storm water management, and the Association shall post signs prohibiting swimming, wading, skating or other similar uses of any storm water retention ponds. The Declarant shall provide Upkeep for any storm water detention ponds and all easements, improvements and facilities for storm water management at its sole expense until the earlier of: (i) release from the bond required by the local jurisdiction; or (ii) the end of the Declarant Control Period. Thereafter, the Upkeep of the storm water drainage easements, storm water retention ponds and related improvements and facilities for storm water management shall be an expense of the Association. The Owner of any Lot on which there is located an easement for storm water drainage or control shall be responsible for the following items of maintenance, where applicable: grass mowing with reasonable frequency and the removal of debris and other matter to the best of Owner's ability where such debris or matter has impeded or threatens to impede the free flow of storm water through drainage structures. Such Owner's responsibility shall include notification of the Association of (i) any defects in the fencing surrounding or within the easement; (ii) any debris or other matter which is beyond such Owner's ability to remove; and (iii) any excessive erosion within the area of the easement.

(c) Entrance Features and Rights-of-Way. The Association shall also provide for Upkeep of the areas located within the center island and along the road frontage (including public rights-of-way to the extent not maintained by the appropriate governmental authorities) of all public and private roads within the Property or adjacent to the Property, such Upkeep to include entrance features, sidewalks, project signage, bus shelters, pedestrian underpasses, trails and landscaping.

(d) Other Maintenance. The Board of Directors may enter into maintenance agreements to maintain areas whether or not located within the Property, including but not limited to storm water management easements and facilities, landscaping, entrance features, signage, sidewalks, trails, areas along streets and roadways (including public rights-of-way to the extent not maintained by the appropriate governmental authorities) to the extent the Board determines such maintenance benefits the Property.

(e) Services. Trash collection will be directly contracted between each Owner and the appropriate companies authorized by James City County, subject to Article 8 hereof and the Rules and Regulations. However, the Association may provide trash services in the future if so determined by the Board of Directors. The Board of Directors may also determine to provide other services beneficial to the Owners.

Section 7.2. Upkeep of Lots. Each Owner shall keep such Owner's Lot and all improvements located on the Lot in good order, condition and repair and in a clean and sanitary condition, including without limitation all necessary grounds maintenance except as may be otherwise provided in a Supplementary Declaration. Such maintenance shall also include any landscape or buffer easements located on such Lot, pursuant to the terms of the easement and the Rules and Regulations of the Association. Each Owner shall perform this responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. If any Owner shall fail to keep such Owner's Lot in as good repair and condition as when acquired (normal wear and tear excepted) and in a neat and orderly condition, consistent with such Rules and Regulations as the Board of Directors may promulgate, then the Board may, pursuant to resolution, give notice to that Owner of the condition complained of, specifying generally the action to be taken to rectify that condition. If the Owner fails to take the actions specified by the Board or to otherwise rectify the condition within thirty days after the date the notice is given, or such other period as may be specified in the notice, if the circumstances warrant a different time period, the Board of Directors shall have the right, pursuant to Section 3.3 and Subsection 12.1(f) hereof and any resolutions adopted by the Board of Directors, to rectify that condition by taking such action (or by causing such action to be taken) as was specified in the notice. Such right shall include without limitation the right: (i) to mow the grass thereon; (ii) to remove any debris therefrom; (iii) to trim or prune any hedge, or planting that, in the opinion of the Board of Directors, by reason of its location or height or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining property or its unattractive in appearance; (iv) to repair or paint any fence thereon that is out of repair or not in harmony with respect to design or color, with fencing on adjacent property, unless the design or color of such fence has been previously approved by the Covenants Committee; and (v) to do any and all things necessary or desirable in the opinion of the Board of Directors to place such Lot in a neat and attractive condition consistent with the intention of this Declaration. The costs incurred in rectifying that condition shall be assessed against such Owner's Lot in accordance with Subsections 6.2(d) and 12.1(a) hereof. The Owner shall reimburse the Association within thirty days after receipt of

a statement for such expenses from the Board.

Section 7.3. Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality, but may be made with contemporary materials. The method of approving payment vouchers for all repairs and replacements made by the Association shall be determined by the Board of Directors.

Section 7.4. Additions, Alterations or Improvements by the Board of Directors. Whenever in the judgment of the Board of Directors the Common Area (except for the Two Rivers Club Property or the Two Rivers Golf and Marina Facilities located thereon) shall require capital additions, alterations or improvements (other than for Upkeep) costing in excess of twenty percent in the aggregate of the total annual assessment for Common Expenses for that fiscal year during any period of twelve consecutive months, the making of such additions, alterations or improvements requires a Majority Vote of the Members or the written approval of Members entitled to cast more than fifty percent of the total number of votes in the Association and the Board of Directors shall assess all Owners benefited for the cost thereof as a Common Expense or Limited Common Expense, depending on the nature of the improvement. Any capital additions, alterations or improvements (other than for Upkeep) costing in the aggregate twenty percent or less of the total annual assessment for Common Expenses for that fiscal year during any period of twelve consecutive months may be made by the Board of Directors without approval of the Members and the cost thereof shall constitute a Common Expense or Limited Common Expense, depending on the nature of the improvements. Any assessment resulting from expenditures authorized under this section must also comply with Subsection 6.2(a)(3) hereof, which imposes certain maximum assessments during Fiscal Years 1991-1993. If Member approval is required to increase the applicable maximum assessments, such approval shall be obtained simultaneously with the vote required by this section.

Section 7.5. Additions, Alterations or Improvements by the Owners.

(a) Approval.

(1) No Person shall make any addition, alteration or improvement to any portion of the Property (other than for normal Upkeep or natural landscaping and not including areas within a building visible from the exterior only because of the transparency of glass doors, walls or windows) which is visible from the exterior or another Lot or the Common Area without the prior written consent of the Covenants Committee. No Person shall paint, affix a sign not permitted by the Rules and Regulations to or alter the exterior of any improvement, including the doors and windows without the prior written consent of the Covenants Committee. Approval by the Covenants Committee or the Board of Directors shall not relieve an Owner from any obligation to obtain required governmental permits. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement to any Lot or improvement located on any Lot requires signature by the Association, and provided consent has been given by the Board of Directors or the Covenants Committee, as appropriate, then the application shall be signed on behalf of the Association by an Officer only, without incurring any liability on the part of the Board of Directors, the Association, the Board of Directors or the Covenants Committee or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any Person having a claim for

personal injury or property damage arising therefrom.

(2) Subject to the approval of any Mortgagee of the affected Lots, the Board of Directors or the Declarant, any Owner affected, and the appropriate governmental entity, any Lot may be subdivided or altered so as to relocate the boundaries between such Lot and any adjoining Lot. Otherwise, no Lot may be subdivided nor may any Lot's boundaries be relocated except by or as approved by the Declarant. No portion less than all of any Lot shall be conveyed or transferred by an Owner without the prior written approval of the Declarant or the Board of Directors. However, this section is not intended to require the approval of the Declarant, Board of Directors or Covenants Committee to grant deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments or to grant any easement, right-of-way or license to any municipality, political subdivision, public utility or other public body or authority, or to the Association or the Declarant for any purpose.

(3) During the Development Period, the provisions of this section shall not apply to Lots owned by the Declarant or to the improvements on Lots owned by Builders if such improvements have been approved by the Declarant. The Declarant shall have the right to make or permit alterations or subdivisions without the consent of the Board of Directors or the Covenants Committee and an authorized Officer shall, upon request, execute any such application required.

(4) The provisions of this section shall not apply to a Mortgagee (in possession of a Lot as a result of foreclosure, judicial sale or proceeding in lieu of foreclosure) affixing a sign or taking any other actions that may be necessary to sell or lease all or any portion of the Lot, if such actions are in accordance with applicable zoning and not detrimental to the value of the Property.

(b) Limitations.

(1) Any Person obtaining approval of the Covenants Committee or the appropriate subcommittee thereof shall commence construction or alteration in accordance with plans and specifications approved within six months after the date of approval and shall substantially complete any construction or alteration within twelve months after the date of commencement, or within such other period as specified in the approval. Notwithstanding the foregoing, the approval may provide for a longer period during which to commence or complete construction. If any such Person does not commence work within six months after approval or such other time period as specified in the approval, then approval shall lapse.

(2) Any Person obtaining approval of the Covenants Committee shall not deviate materially from the plans and specifications approved without the prior written consent of the Committee. Such Person shall notify the Committee when the alterations or improvements are complete. Approval of any particular plans and specifications or design does not waive the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, if such plans and specifications are subsequently submitted for use in any other instance or by any other Person.

(c) Certificate of Compliance. Upon the completion of any construction or alteration in accordance with plans and specifications approved by the Covenants Committee, the Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie

evidence that such construction or alteration referenced in such certificate has been approved by the Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Association Documents as may be applicable. The certificate shall not be used and may not be relied upon for any other purpose, and shall not constitute a representation either as to the accuracy or sufficiency of the plans and specifications reviewed by the Committee or the quality or soundness of the construction, alteration or improvement. The Committee may impose a reasonable charge to cover the costs of preparation and inspection.

(d) The Two Rivers Club Property. Notwithstanding the foregoing, neither the Covenants Committee or the Board of Directors shall have the right or power to review, approve or disapprove improvements made by Two Rivers Club or its successors and assigns on the Two Rivers Club Property.

Section 7.6. Disclaimer of Liability.

(a) Bailee. The Board of Directors, the Association, any Owner and the Declarant shall not be considered a bailee of any personal property stored or placed on the Common Area (including property located in vehicles parked on the Common Area), whether or not exclusive possession of the particular area is given to an Owner for parking or otherwise, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

(b) Operational. The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a Common Expense, or for personal injury or property damage caused by the elements or by any Owner, or any other Person, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the Property or from any pipe, drain, conduit, appliance or equipment, or any secondary or consequential damages of any type. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any portion of the Property. No diminution, offset or abatement of any assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Property by the Association or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any governmental authority. This section is not intended nor shall it be construed to relieve any insurer of its contractual obligations under any policy benefiting the Association or an Owner. The Association shall not be liable for operation of the Two Rivers Club Facilities by the Two Rivers Club.

ARTICLE 8 **RESTRICTIONS ON USE OF LOTS AND COMMON** **AREA: RULES AND REGULATIONS**

Section 8.1. Permitted Uses. Except as otherwise provided on the Two Rivers Club Property and the Common Area in the Association Documents, no Lot shall be used for other than residential purposes except as designated by the Declarant or as set forth below. Nothing in the Association Documents shall be construed to prohibit the Declarant or its designees from using any Lot owned by the Declarant (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 Declarant 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 Declarant (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 Declarant 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 Declarant or such Persons.

Section 8.2. Restrictions. Each Lot and the Common Area shall be occupied and used as follows:

(a) Hazardous Uses: Waste. Nothing shall be done or kept on the Property which will increase the rate of insurance for the Common Area or any part thereof applicable for permitted uses 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 Property 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 Property 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, wastes and materials (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 Property, or transport to or from any portion of the Property any Hazardous Materials except in compliance with the Environmental Laws. No waste will be committed on the Common Area.

(b) Lawful Use. No improper, offensive or unlawful use shall be made of the Property 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 Property shall be complied with, by and at the sole expense of the Owner, the Association, the Declarant or any owners association or condominium unit owners association, whichever shall have the obligation for the Upkeep of such portion of the Property, and, if the Association, then the cost of such compliance shall be a Common Expense or Limited Common Expense, as appropriate.

(c) 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 wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely effect the use or intended use of any portion of the Property or may adversely effect the health, safety or comfort of any Person.

(d) Noise. No Person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any Person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any Person lawfully present on any portion of the Property.

(e) 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 Property upon which such Person has the right to be. 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. Nothing shall be altered or constructed in or removed from the Common Area except with the prior written approval of the Board of Directors.

(f) 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 Association Documents, no Owner shall make any private, exclusive or proprietary use of any of the Common Area (except the Two Rivers Club Property and those areas, if any, designated as Limited Common Area by the Declarant or Reserved Common Area by the Board of Directors) without the prior written approval of the Board of Directors and then only on a temporary basis.

(g) 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.

(h) Signs. Except for such signs as may be posted by the Declarant for promotional or marketing purposes, Two Rivers Club or 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 may be permitted in accordance with the Design Standards or with the approval of the Covenants Committee.

(i) Trash. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials 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 or another Lot except on days of trash collection. Trash containers and refuse disposal systems must be maintained in enclosures and screened as approved by the Covenants Committee. Trash, leaves and other materials shall not be burned in violation of local ordinances. No incinerator shall be kept or maintained upon the Property without the prior written approval of the Board of Directors. All trash collection and removal shall be in accordance with the Rules and Regulations.

(j) 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. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes line, shed or other temporary accessory buildings shall be erected, used or maintained on any Lot except in connection with construction activities. 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. Otherwise, the installation of such materials within utility easements shall be encouraged. Except for hoses and the like which are reasonably necessary in connection with construction activities, normal landscape maintenance or temporary utilities to serve the Two Rivers Club, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground.

(k) Vegetation. No live trees with a diameter in excess of eight inches, measured twelve inches above ground, nor trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), no live vegetation on slopes of greater than twenty percent gradient or marked "no cut" areas on approved site plans may be cut without prior approval of the Covenants Committee. The Board of Directors shall set rules for cutting of trees to allow for selective clearing or cutting.

(l) Antennas. No outside antennas, satellite dishes or ham radio equipment shall be maintained upon the Property. It is not anticipated that outside antennas, satellite dishes or ham radio equipment will be allowed upon the Property; provided, however, that the Board of Directors may approve such equipment in the appropriate circumstances.

(m) Fences. Except for any fence installed by the Declarant, Two Rivers Club or the Association, no fence shall be installed except in conformance with standards established therefor and with the written approval of the Covenants Committee. No chain link fencing will be permitted on the Property; provided, however, that the Declarant or its designees may erect a chain link fence for the temporary storage of building materials for the protection of building sites or around swimming pools or ponds.

(n) Vehicles. Except in connection with construction activities, no trucks, trailers, campers, recreational vehicles, boats or other large vehicles, including grounds maintenance equipment, may not be parked on any portion of the Common Area or any portion of a Lot visible from the Common Area or another Lot, or on any public right-of-way within or adjacent to the property, 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 Covenants Committee or in areas designated by the Board of Directors. 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 county 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 and Regulations; 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 Common Area, except such vehicles as are authorized by the Board of Directors as needed to maintain, repair, or improve the Common Area or golf carts in accordance with paragraph (o) below. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on Common Area.

(o) Golf Carts. No golf carts shall be driven on the Community Trails or pathways or on paved streets or parking areas or unpaved portions of the Common Area, except on such golf course paths pathways, paved streets or paved areas designated for use by golf carts; (i) in a Supplementary Declaration; or (ii) by the Board of Directors or otherwise designated as a golf cart path easement area pursuant to Section 3.8 hereof. Notwithstanding the foregoing, golf carts may be driven on paved streets and parking areas between an Owner's Lot and the golf course, for the sole purpose of access to the golf course.

(p) 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.

(q) Professional Offices. No Lot containing a dwelling unit shall ever 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 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 Property outside of an approved enclosure; and (iii) such Owner has obtained approvals for such use as may be required by James City County, Virginia. 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.

(r) 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; and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten 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 cleaned up by the Owner of the pet. No pets shall be permitted on the Two Rivers Club Property. Any Owner who keeps or maintains any pet upon any portion of the Property 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 Property. All pets shall be registered and inoculated as required by law.

(s) Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted outside of an enclosed structure on any Lot, unless approved in writing by the

Covenants Committee. It is initially contemplated that no exterior clothes lines or other exterior clothes drying apparatus will be permitted.

(t) Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes provided by the Association at the time of completion of improvements approved by the Covenants Committee shall be permitted.

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

(v) Pools. No above-ground or inground swimming pool shall be erected or maintained on any Lot unless approved by the Covenants Committee and unless screened from view and enclosed by a fence.

(w) Lakes. No electric, gasoline powered or other noise producing means of propulsion shall be permitted on any of the lakes within the Property.

(x) Construction Activities. This section shall not be construed as forbidding any work involved in the construction or Upkeep of any portion of the Property so long as such work is undertaken and carried out (i) with the minimum practical disturbance to Persons occupying other portions of the Property; (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 and Regulations, the resolutions of the Board of Directors and the other provisions of this Declaration. The Board of Directors may approve temporary structures for construction purposes which may otherwise be in violation of the Association Documents or the Rules and Regulations.

Section 8.3. 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 Property or of any portion thereof, which may supplement, but may not be inconsistent with the provisions of the Association Documents. The Property 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 thereof shall be provided to each Owner. The Rules and Regulations shall not unreasonably interfere with the use or enjoyment of the Lots, the Common Area or the Two Rivers Club Property. 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 8.4. Exclusion for the Declarant and Designees of the Declarant. Notwithstanding any other provision 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 Builder's actions approved by the Declarant during the Development Period. Such exception for Builders shall be subject to such rules as may be established by the Declarant for safety or to maintain the appearance of the Property.

Section 8.5. 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 months; provided, however, that a dwelling unit may be rented for a period of not less than two months with the approval of the Board of Directors. No portion of any dwelling unit (other than the entire dwelling unit) shall be leased for any period; provided, however, that a reasonable number of roommates is permitted. No Owner shall lease a Lot other than on a written form of lease: (1) requiring the lessee to comply with the Association Documents and the Rules and Regulations; and (2) providing that failure to comply constitutes a default under the lease. The foregoing provisions of this subsection, except the restriction against use or occupancy of dwelling units on Lots for hotel or transient purposes, shall not apply to Lots owned by the Association, by the Declarant or by a Mortgagee in possession of a Lot as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

Section 8.6. Sewer Taps. For so long as the Declarant has sewer taps available for sale, each Owner shall purchase the sewer tap for such Owner's Lot from the Declarant at the then current price of sewer taps being sold by the appropriate authorities of James City County, Virginia.

Section 8.7. Archaeological Finds. Subject to applicable state and federal law regarding archaeological finds, all archaeological materials found within the Property 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 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 days to remove the archaeological materials without compensation to the Owner for the archaeological materials, the use of the Lot or delay. The Association shall not be obligated to remove archaeological materials nor be held liable for failure to remove such materials.

ARTICLE 9 **COMMITTEES**

Section 9.1. Architectural Review Board

(a) Purpose. The Board of Directors shall establish an Architectural Review Board, consisting of at least three persons appointed by the Board, each to serve for a term of from one to three years as may be determined by the Board of Directors, to promulgate Design Standards for the Property and review and rule on all architectural and landscape plans in order to provide for visual harmony throughout the Property. The Board of Directors shall appoint all members of the Architectural Review Board. If the Board of Directors fails to appoint an Architectural Review Board, then the Board of Directors shall perform the duties of the Architectural Review Board.

(b) Powers.

(1) The Architectural Review Board shall review and rule on plans and proposed modifications for the external design, signage, appearance, use and maintenance of the Lots and the Common Area; provided, however, that the Architectural Review Board shall not have the power to regulate the activities of the Association or the Declarant on the Common Area or any Lot owned by the Declarant or any improvement on any Lot owned by a Builder which has been approved

by the Declarant.

(2) The Architectural Review Board may from time to time establish requirements regarding the form and content of plans and specifications to be submitted for approval. The Architectural Review Board shall have the power to impose reasonable application fees as well as the costs of reports, analyses or consultations required in connection with improvements or changes proposed by an Owner. Such fees shall be assessed against the Owner.

(3) The Architectural Review Board shall propose Design Standards and interpretation of existing Design Standards for approval by the Board of Directors. Such Design Standards are enforceable, pursuant to the terms hereof, as if set forth herein in full.

(4) A Majority Vote of the Architectural Review Board shall be required in order to take any action except as otherwise provided in Section 12.1(h) hereof. The Architectural Review Board shall keep written records of all its actions.

(5) Neither the Architectural Review Board nor the Board of Directors shall have the right or power to review, approve or disapprove improvements made by Two Rivers Club or its successors and assigns to the Two Rivers Club Property.

(c) Time for Response: Variances. The Architectural Review Board and Covenants Committee shall act on all matters properly before them within forty-five days; failure to do so within the stipulated time shall constitute an automatic referral to the Board of Directors. Except when a request is being handled by the Architectural Review Board, the Board of Directors shall be obligated to answer any written request by an Owner for approval of a proposed structural addition, alteration or improvement within fifteen days after the first Board of Directors meeting held following referral to the Board, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed structural addition, alteration or improvement; provided, however, that the Board of Directors has no right or power, either by action or failure to act to waive enforcement or grant variances from written Design Standards without a specific finding that enforcement of such standards would impose an unfair burden on such Owner and stating the variance and the reasons therefor in a written instrument which shall be part of the records of the Association. Upon such written approval of any specific variance or exception from the requirements of the Design Standards, all development conforming to such variance or exception shall be deemed to comply.

Section 9.2. Covenants Committee

(a) Purpose. The Board of Directors shall establish a Covenants Committee, consisting of at least three persons appointed by the Board, each to serve for a term of from one to three years as may be determined by the Board of Directors, to assure that the Property shall be maintained in a manner consistent with the purposes and intents of this Declaration, to assure compliance with the Design Standards and decisions of the Architectural Review Board and to assure that the Rules and Regulations outlined herein are enforced. The Board of Directors shall appoint all members of the Covenants Committee. If the Board of Directors fails to appoint a Covenants Committee, then the Board of Directors shall perform the duties of the Covenants Committee.

(b) Powers.

(1) The Covenants Committee shall have the power pursuant to Subsection 12.1(h) hereof (upon petition of any Owner or upon its own motion) to impose reasonable charges upon, and issue a cease and desist request to, an Owner, such Owner's tenant and such Owner's (or tenant's) household, guests, agents and invitees whose actions are inconsistent with the provisions of the Association Documents, with particular respect to the Rules and Regulations outlined in Article 8 hereof, except that the Two Rivers Club, contracted by the Board of Directors to manage the Swim, Tennis, and Fitness Facilities, shall enforce the Rules and Regulations and fees approved by the Board of Directors for the Swim, Tennis and Fitness Facilities, and the General Manager for Governor's Land shall enforce the Rules and Regulations and fees associated with the use of the Beach Facility.

(2) A Majority Vote of the Covenants Committee shall be required in order to take any action except as otherwise provided in Section 12.1(h) hereof. The Covenants Committee shall keep written records of all its actions.

(c) Authority. The Covenants Committee shall have such additional duties, powers and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Covenants Committee shall carry out its duties and exercise its powers and authority in accordance with Subsections 12.1(h) hereof and in the manner provided for in the Rules and Regulations adopted by the Board of Directors or by resolution of the Board of Directors.

(d) Time for Response: Variances. The Architectural Review Board and Covenants Committee shall act on all matters properly before them within forty-five days; failure to do so within the stipulated time shall constitute an automatic referral to the Board of Directors. Except when a request is being handled by the Architectural Review Board, the Board of Directors shall be obligated to answer any written request by an Owner for approval of a proposed structural addition, alteration or improvement within fifteen days after the first Board of Directors meeting held following referral to the Board, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed structural addition, alteration or improvement; provided, however, that the Board of Directors has no right or power, either by action or failure to act to waive enforcement or grant variances from written Design Standards without a specific finding that enforcement of such standards would impose an unfair burden on such Owner and stating the variance and the reasons therefor in a written instrument which shall be part of the records of the Association. Upon such written approval of any specific variance or exception from the requirements of the Design Standards, all development conforming to such variance or exception shall be deemed to comply.

Section 9.3. Recreational Facilities Management Committee.

(a) Membership. The Recreational Facilities Management Committee shall be comprised of one member of the current Board of Directors and at least four other persons who are not currently serving on the Board of Directors. A chairman shall be selected by a Majority Vote of the Recreational Facilities Management Committee and shall serve a one-year term.

(b) Purposes and Powers. The Recreational Facilities Management Committee shall advise the Board of Directors on all matters pertaining to the Association's Recreational Facilities, as defined in Section 2.1(27) of the Articles of Incorporation and Section 1.1(37) hereof. The Board of Directors shall review and consider the recommendations of the Recreational Facilities Management Committee. The Recreational Facilities Management Committee shall perform the following functions related to the Recreational Facilities: (i) submit to the Board of Directors a budget recommendation for management, operation and Upkeep; (ii) oversee expenditures and review conformance to the budget for functions not covered by a management contract; (iii) recommend management services contracts to the Board of Directors (initially contracted to Two Rivers Country Club); (iv) oversee contract performance for all contracts relating to Recreational Facilities; (v) recommend capital additions, alterations or improvements, subject to the provisions of Section 7.4 hereof; (vi) except for those delegated under contract, develop Rules and Regulations, oversee usage and review all violations of such Rules and Regulations in accordance with Section 12.1(h) hereof.

(c) Selection. The members of the Recreational Facilities Management Committee shall be nominated by the members of the Recreational Facilities Management Committee and each such nomination must then be confirmed by a Majority Vote of the Board of Directors. The members of the Recreational Facilities Management Committee shall not nominate themselves for re-election.

(d) Qualifications. The membership of the Recreational Facilities Management Committee is intended to be representative of the community at-large in terms of age, sex, marital status and whether or not the family includes children. To qualify for service on the Recreational Facilities Management Committee, a nominee must be: (i) an Owner and a resident of the Property; and (ii) fully current in dues and assessments of the Association and Two Rivers Club. Any nominee must also have demonstrated an active interest in the Two Rivers Club.

(e) Term. Recreational Facilities Management Committee members shall serve for staggered three-year terms. If the membership of the Recreational Facilities Management Committee is increased or decreased, terms shall be established so that staggered three-year terms shall be preserved. When Recreational Facilities Management Committee members are replaced for any reason, the replacing member will assume the remainder of the term of the replaced member. A member of the Recreational Facilities Management Committee cannot serve consecutive terms.

(f) Removal and Vacancies. A member of the Recreational Facilities Management Committee may be removed by a Majority Vote of the Board of Directors and a replacement shall be immediately nominated by the remaining members of the Recreational Facilities Management Committee and confirmed by a Majority Vote of the Board of Directors to serve the remaining term of the member being replaced. Vacancies created for reasons other than removal by the Board shall be filled by a person nominated by the Recreational Facilities Management Committee and confirmed by a Majority Vote of the Board of Directors. Such person shall serve the remaining term of the member being replaced.

Section 9.4. Finance Committee

(a) Purpose. The Board shall establish a Finance Committee appointed by the Board with responsibilities as outlined in (c) below, the number of members of which shall be determined by the Board. The members shall be nominated by the Treasurer and approved by the Board.

(b) Term and Structure. Members shall serve at the pleasure of the Board. The committee shall be chaired by the Treasurer and shall be advisory to the Board.

(c) Responsibilities. The committee shall: (i) Review and make recommendations to the Board regarding the Association's annual operating and capital budgets; (ii) Review the Foundation's monthly performance compared to budget and recommend remedial actions when necessary; (iii) Determine the financial implications of proposed plans, actions and contracts not already reflected in approved annual capital and operating budgets, and report such implications to the Board; (iv) Determine the adequacy of the Foundation's capital replacement and other contingency reserves and recommend adjustment where necessary; (v) Review, on an annual basis, the adequacy of the Foundation's insurance coverage and recommend changes where required; (vi) Monitor investment of surplus Foundation funds and recommend actions to improve safety and maximize return, subject to restrictions specified in the Act; (vii) Review proposed capital expenditures and make recommendations to the Board which they consider appropriate to achieve optimum return; (viii) Review, or cause to be reviewed, organization internal controls to assure reasonable protection of Foundation assets; (ix) Perform such other functions as may be assigned to it from time to time by the Board; (x) in addition to these review and advisory functions, liaise with external auditors to insure that the Foundation is independently determined to have sound financial management.

Section 9.5. Compensation of Committee Members. One or more members of the Architectural Review Board (other than an Owner or a resident of the Property) may be compensated by the Association for service on the Architectural Review Board as may be determined by the Board of Directors. Members of the Covenants Committee, Recreational Facilities Management Committee and Finance Committee shall not be compensated.

ARTICLE 10 **INSURANCE**

Section 10.1. Authority to Purchase: Notice.

(a) The Board of Directors shall have the power and responsibility on behalf of the Association to: (i) purchase all physical damage and liability insurance policies relating to the Common Area and the Association; (ii) adjust all claims arising under such policies; and (iii) execute and deliver releases upon payment of claims. The cost of all insurance policies purchased by the Board relating to the Common Area shall be a Common Expense or a Limited Common Expense as appropriate. The Board of Directors, the managing agent and the Declarant shall not be liable for failure to obtain any coverages required by this Article or for any loss or damage resulting from such failure: (i) if such failure is due to the unavailability of such coverages from reputable insurance companies; or (ii) if such coverages are so available only at an unreasonable cost. Exclusive authority to negotiate losses under

policies purchased by or on behalf of the Association shall be vested in the Board of Directors or with its authorized representative. The Board of Directors shall promptly notify the Members and Mortgagees of material modifications, lapses or termination of insurance coverages obtained on behalf of the Association. All Mortgagees shall be notified promptly of any event giving rise to a claim under a policy arising from damage to improvements located on the Common Area (other than the Two Rivers Club Property) in excess of ten percent of the then current replacement cost of such improvements.

(b) Each such policy shall provide that:

(1) the insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, the managing agent, any Owner and their respective households, guests, employees, customers, tenants, agents and invitees;

(2) such policy shall not be canceled, invalidated or suspended due to the conduct of any Owner, or such Owner's tenant or such Owner's (or tenant's) household, guests, employees, agents and invitees, or of any Officer or employee of the Board of Directors or the managing agent without a prior demand in writing that the Board or the managing agent cure the defect and neither shall have so cured such defect within thirty days after such demand; and

(3) such policy may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty days prior written notice to the Board of Directors or the managing agent.

(c) All policies of insurance shall be written by reputable companies licensed or qualified to do business in Virginia.

(d) The deductible (if any) on any insurance policy purchased by the Board of Directors shall be a Common Expense (or a Limited Common Expense, as appropriate); provided, however, that the Association may, pursuant to Subsection 12.1(a) hereof, assess any deductible amount necessitated by the misuse or neglect of an Owner against such Owner.

(e) The Declarant, so long as the Declarant shall own any Lot, shall be protected by all such policies as an Owner.

Section 10.2. Insurance on Two Rivers Golf and Marina Facilities. Notwithstanding the foregoing provisions of this Article, all insurance purchased with respect to the Two Rivers Club Property and the Two Rivers Golf and Marina Facilities shall be provided in accordance with the terms of the Two Rivers Club Lease.

ARTICLE 11 RECONSTRUCTION AND REPAIR

Section 11.1. When Reconstruction or Repair Required.

(a) Common Area. If all or any part of any improvement located on the Common

Area (except for the Two Rivers Club Property) is damaged or destroyed by fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration thereof (including without limitation any floor coverings, fixtures and appliances). The Association shall not use the proceeds of casualty insurance received as a result of damage or destruction of improvements located on the Common Area for purposes other than the repair, replacement or reconstruction of such improvements except in accordance with this section and Section 15.4 hereof. If destruction of the improvements located on the Common Area is insubstantial, the Board of Directors may elect not to repair such insubstantial damage. Otherwise, any decision not to repair or restore improvements on the Common Area (except for the Club Property) shall be made in accordance with Section 15.4 hereof. If damaged improvements are not repaired, then the Board of Directors shall remove all remnants of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Common Area and the balance of any insurance proceeds received on account of such damage shall be placed in the appropriate reserve account.

(b) Lots. If a building or other major improvement located upon a Lot or a portion of the Two Rivers Golf and Marina Facilities is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or other major improvement; or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Unless the Covenants Committee permits a longer time period, such work must be commenced within six months after the casualty and substantially completed within eighteen months after the casualty.

Section 11.2. Procedure for Reconstruction and Repair of Common Area.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any portion of any improvement located on the Common Area, the Board of Directors shall obtain reliable and detailed estimates of the cost of restoring and repairing such improvement (including without limitation any floor coverings, fixtures and appliances) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of any improvement located on the Common Area, subject to any modifications required by changes in applicable governmental regulations, and using contemporary building materials and technology to the extent feasible; provided, however, that other action may be taken if approved in accordance with Section 15.4 hereof.

ARTICLE 12 COMPLIANCE AND DEFAULT

Section 12.1. Relief. Each Owner shall be governed by, and shall comply with, all of the terms of the Association Documents and the Rules and Regulations as they may be amended from time to time. A default by an Owner located within the Property shall entitle the Association, acting through its Board of Directors or through the managing agent, to the following relief:

(a) Additional Liability. Each Owner shall be liable to the Association or to any affected Owner for the expense of all Upkeep, rendered necessary by such Owner's act or omission regardless of neglect or culpability but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation. Any costs, including without limitation legal fees, incurred as a result of a failure to comply with the Association Documents or the Rules and Regulations by any Owner may be assessed against such Owner's Lot.

(b) New Owners. If a new Owner does not give the Secretary written notice stating the name and address of the new Owner and the number or address of the Lot within thirty days after acquiring title to such Lot, pursuant to Section 1.3 hereof, then reasonable record-keeping costs incurred by the Association, as determined by the Board of Directors, may be assessed against such Owner. The Board may set or change the amount of such assessment from time to time. Such assessment shall be a lien against such Owner's Lot as provided in Section 12.2 hereof.

(c) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be determined by the court.

(d) No Waiver of Rights. The failure of the Association, the Board of Directors or an Owner to enforce any right, provision, covenant or condition which may be granted by the Association Documents shall not constitute a waiver of the right of the Association, the Board or any Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Association Documents shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Association Documents, the Act or at law or in equity.

(e) Interest. If a default by any Owner in paying any sum assessed against such Owner's Lot, except for Common Expenses, continues for a period in excess of ten days, interest from the due date at a rate not to exceed the lesser of the maximum permissible interest rate which may be charged by a Mortgagee under a Mortgage at such time or eighteen percent per annum may be imposed in the discretion of the Board of Directors on the principal amount unpaid from the date due until paid.

(f) Abating and Enjoining Violations. The violation of any of the Rules and Regulations adopted by the Board of Directors or the breach of any other provision of the Association Documents shall give the Board of Directors the right, in addition to any other rights set forth in the Association Documents: (1) to enter the portion of the Property (excluding any occupied dwelling) on which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Association Documents or the Rules and Regulations, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; (2) to use self-help

to remove or cure any violation of the Association Documents or the Rules and Regulations on the Property (including without limitation the towing of vehicles); or (3) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; provided, however, that before any construction may be altered or demolished (except in emergencies) judicial proceedings shall be instituted. The Board of Directors shall follow the due process procedures set forth in Subsections 12.1(h) and (i) hereof.

(g) Legal Proceedings. Failure to comply with any of the terms of the Association Documents or the Rules and Regulations shall be grounds for relief, including without limitation an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in the Association Documents and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the managing agent or, if appropriate, by any aggrieved Owner or Member and shall not constitute an election of remedies. Before injunctive relief may be sought, the Owner against whom such action would be brought shall be given an opportunity to be heard and to be represented by counsel, at such Owner's expense if such Owner so desires before the Board of Directors or the Covenants Committee, in accordance with the provisions of Subsections 12.1(h) and (i) hereof.

(h) Charges and Suspension of Rights. The Board of Directors or the Covenants Committee, as appropriate, has the power to impose charges and to suspend the right to vote in the Association (pursuant to Subsection 3.2(d) of the Bylaws) or other rights in the case of an Owner found to be responsible for a violation of the Association Documents or the Rules and Regulations. Charges may not exceed Fifty Dollars for each violation or Ten Dollars per day for each violation of a continuing nature for each Owner. No charge may be imposed for failure to pay an assessment except as otherwise provided in the Declaration. Charges are individual assessments and shall be collectible as such and shall also constitute a lien against a Lot in accordance with Section 12.2 hereof. The Social Committee shall also have the power to suspend the right of an Owner or the rights of such Person's household, tenants or guests, to use the Swim and Tennis Facilities for a reasonable period, not to exceed sixty days for any violation of any provision of any of the Association Documents or the Rules and Regulations or for any period during which any assessment against an Owner's Lot remains unpaid. No charge shall be imposed, no legal action brought and no construction altered or demolished until the Person charged with such a violation has been given notice and an opportunity for a hearing as set forth in subsection (i) below. In addition, voting rights and the right to use Common Area may not be suspended until the Person charged with the violation has been given notice and an opportunity for a hearing pursuant to subsection (i) below, unless such rights are suspended due to non-payment of assessments, in which case the Person charged with the violation is not entitled to notice and an opportunity for a bearing. The Board or Committee may deliberate privately, but shall either announce its decision in the presence of the respondent or give the respondent notice thereof. A decision adverse to the respondent shall require a two-thirds majority vote of the whole membership of the Board or Committee.

(i) Due Process. The Board of Directors, the Covenants Committee or the Social Committee, before imposing any charge or before taking any action affecting one or more specific Owners shall afford such Person the following basic due process rights.

(1) Notice. The respondent shall be afforded prior written notice of any action (except when an emergency requires immediate action) and, if notice is of default or violation, an opportunity to cure which is reasonable under the circumstances, prior to the imposition of any sanction. The notice shall also state that the respondent is entitled to a hearing, if a hearing is required pursuant to Subsection (h) above. Notice of any violation or of any hearing shall be mailed by registered or certified mail, return receipt requested, to the Owner at such Owner's address of record with the Association at least fourteen days prior to such hearing, in accordance with Article 11 of the Bylaws.

(2) Hearing. If the respondent is entitled to a hearing pursuant to Subsection (h) above and requests in writing a hearing before any charge is imposed or action taken, then the imposition of the charge or the taking of the action shall be suspended until the respondent has an opportunity to be heard at a hearing at which the Board of Directors, Covenants Committee or the Social Committee, as appropriate, discusses such charge or action. Each Person so appearing shall have the right to be represented by such Person's counsel, at such Person's own expense.

(3) Appeal. Upon receipt of a written request therefor made within ten days after the date of an action by the Covenants Committee or the Social Committee, the Board of Directors may afford an Owner deemed by the Board to have standing as an aggrieved party the right to appeal to the Board, and the Board may modify or reverse any action taken by the Covenants Committee or the Social Committee.

Section 12.2. Lien for Assessments.

(a) Lien. The total annual assessment of each Owner for Common Expenses, including Limited Common Expenses any additional assessment, any individual assessment or any other sum duly levied (including without limitation charges, interest, late charges, etc.) pursuant to the Association Documents, is hereby declared to be a lien levied against any Lot owned by any Owner in accordance with this Declaration and Section 55-516 of the Virginia Property Owners' Act, Chapter 26 of Title 55 of the Code of Virginia (1950), as amended from time to time. Until fully paid and satisfied, the lien shall apply to and encumber all of the Lots that were owned, as of the date when payment was due, by the Owner from whom payment was due, and shall also apply to and encumber any and all Lots thereafter acquired by that Owner from the time such Owner becomes the Owner thereof. With respect to annual assessments, the lien is effective on the first day of each fiscal year of the Association and, as to additional assessments, individual assessments and other sums duly levied, on the first day of the next payment period which begins more than ten days after the date of notice to the Owner of such additional assessment, individual assessment or levy. The Board of Directors or the managing agent may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien. The lien created by this section shall be prior to all liens and encumbrances hereafter recorded except Mortgages, real estate taxes and other charges levied by governmental authority and made superior by law. The personal obligation of the Owner to pay such assessment shall, in addition, remain such Owner's personal obligation and a suit to recover a money judgment for non-payment of any assessment or installment thereof, levied pursuant hereto, may be maintained without foreclosing or waiving the lien herein created to secure the same. The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of Virginia or by an action in the name of the Board of Directors, or the managing agent, acting on behalf

of the Association.

(b) Acceleration. In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessment may be accelerated, at the option of the Board of Directors, and the entire balance of the assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner.

(c) Remedies Cumulative. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment

Section 12.3. Subordination and Mortgagee Protection. Notwithstanding any other provision hereof to the contrary, including without limitation Article 13 hereof, the lien of any assessment levied pursuant to the Association Documents upon any Lot (and any charges, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a Mortgage made in good faith for value received; provided, however, that such subordination shall apply to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the holder of the Mortgage or the purchaser of the Lot at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

ARTICLE 13 **MORTGAGEES**

Section 13.1. Notice to Board of Directors. Upon request, an Owner who mortgages such Owner's Lot shall notify the Board of Directors of the name and address 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 13.2 below and has requested all rights under the Association Documents.

Section 13.2. Notices to Mortgagees. Any Mortgagee who desires any notice from the Association shall notify the Secretary of 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:

- (1) Any default of an Owner of a Lot, upon which the Mortgagee has a Mortgage, in paying assessments for Common Expenses (which remains uncured for sixty days) or any other default, simultaneously with the notice sent to the defaulting Owner;
- (2) Any casualty, if required by Section 10.1 hereof;
- (3) All actions taken by the Association with respect to reconstruction of the

Common Area or a Lot upon which the Mortgagee has a Mortgage;

(4) Any termination, lapse or material modification of an insurance policy held by the Association;

(5) Any taking in condemnation or by eminent domain of the Common Area and the actions of the Association;

(6) Any proposal to terminate the Declaration, at least fifty days before any action is taken to terminate in accordance with Article 16 hereof; and

(7) Any proposal to amend materially the Articles of Incorporation, this Declaration or the Bylaws which falls within the provisions of Section 15.4 hereof, at least seven days before any action is taken.

Section 13.3. Other Rights of Mortgagees. All Mortgagees or their representatives shall have the additional right to request to receive notice of and to attend and to speak at meetings of the Association. All such Mortgagees shall have the right to examine the Association Documents and books and records of the Association and to require the submission of annual financial reports and other budgetary information. Any Mortgagee who makes a request shall be entitled to an audited financial statement for the preceding fiscal year of the Association prepared at the Association's expense and provided within a reasonable time. After fourteen days notice to the Association, a Mortgagee may, jointly or singly, pay taxes or other charges levied against the Common Area and may pay overdue premiums or hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. Any Mortgagees giving such notice and making such payments shall be reimbursed by the Association.

ARTICLE 14 **TWO RIVERS CLUB**

Section 14.1. Owners' Covenants. With respect to the Two Rivers Club, the Two Rivers Club Property and the Two Rivers Golf and Marina Facilities (including the golf course), the Owners shall be subject to the additional covenants that are set forth in this Article and the Owners acknowledge that the Common Area designated as Two Rivers Club Property shall be subject to the terms of the Two Rivers Club Lease and the Two Rivers Golf and Marina Facilities will be owned and operated by the Two Rivers Club in accordance with the Two Rivers Club Membership Plan.

Section 14.2. Two Rivers Club. The Two Rivers Club is being developed by Declarant as a private membership club within the Property. The Two Rivers Golf and Marina Facilities shall be developed and provided in accordance with the Two Rivers Club Membership Plan. The Two Rivers Club at any particular time shall have the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom the Two Rivers Golf and Marina Facilities shall be used. The Declarant shall control the Two Rivers Club until the "Turnover Date" (as defined in the Two Rivers Club Membership Plan) and shall have the right to appoint all members to the Board of Governors which govern the Two Rivers Club until such Turnover Date.

The Two Rivers Golf and Marina Facilities are a part of the Property to be made subject to the covenants, conditions, restrictions, easements, charges and liens contained in the Declaration as more particularly set forth herein and to be located on Common Area owned by the Association and subject to a ground lease to the Two Rivers Club. The Two Rivers Club, the members of the Two Rivers Club, their visitors, guests and invitees shall have certain rights as set forth in Sections 2.3 and 3.8 hereof. Each Owner acknowledges that the use of the Common Area by the Two Rivers Club or its members, their visitors, guests and invitees may increase the number of people using the Common Area. Declarant reserves the right, in its sole discretion and with no other approval being required, to impose upon the Common Area such other easements which are required for the use and enjoyment of the Two Rivers Golf and Marina Facilities.

The location of a Lot within the Property may result in nuisances or hazards to such Lot, or to persons thereon, making use of or in transit to or from such Lot as a result of normal Two Rivers Club operations. Each Owner covenants for tenants, agents, itself, its successors in interest and assigns, and its guests and invitees that it shall assume all risks associated with such location, including, but not limited to, the risk of property damage or personal injury, arising from stray golf balls or actions incidental to such Two Rivers Club activities, and shall indemnify and hold harmless the Association, Declarant, and any of their officers, directors, agents or employees, from any and all liabilities, claims or expenses, including attorneys' fees and expenses, arising from such property damage or personal injury.

Section 14.3. Membership in Two Rivers Club. Each Owner covenants by purchasing a Lot that such Owner will also apply for and upon approval acquire a membership in the Two Rivers Club. Every Owner shall acquire at least a "Social Membership" in the Two Rivers Club as defined in the Two Rivers Club Membership Plan, subject to the charges, dues and fees in the Two Rivers Club Membership Plan. An Owner shall be able to purchase only one membership in the Two Rivers Club for each Lot, without the specific approval of the Board of Governors of the Two Rivers Club. An Owner may purchase other levels of membership in the Two Rivers Club if available. If an Owner other than a Builder acquires two or more Lots, the Owner must apply for membership in the Two Rivers Club for each Lot purchased; provided, however, that if one dwelling unit is to be constructed on two adjacent Lots, then only one membership shall be required for as long as both Lots are owned by the same Owner and one dwelling unit is constructed. The Two Rivers Club retains the right to deny an individual Social Membership in the Two Rivers Club in the event that the applicant: (i) submitted false information on the application for membership; (ii) does not meet the minimum credit standards established by the Two Rivers Club, based on routine or customary credit check; (iii) is a convicted felon; and (iv) has been previously denied membership in a club due to unsatisfactory behavior. The Two Rivers Club retains the right to suspend membership rights or expel members from the Club. Such suspension or expulsion shall not affect the Owner's ownership of a Lot.

A PORTION OF THE COMMON AREA IS OR WILL BE SUBJECT TO A GROUND LEASE TO TWO RIVERS CLUB OR THE DECLARANT. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE TWO RIVERS GOLF AND MARINA FACILITIES ARE NOT COMMON AREA UNDER THIS DECLARATION, AND THE OWNERSHIP OF A LOT OR MEMBERSHIP IN THE ASSOCIATION DOES NOT IN ANY WAY CONFER ANY OWNERSHIP INTEREST IN OR ANY EASEMENT OR RIGHT TO USE THE TWO

RIVERS GOLF AND MARINA FACILITIES, EXCEPT AS SUCH OWNER IS ENTITLED TO SUCH RIGHTS AS A MEMBER OF THE TWO RIVERS CLUB, AND NO SUCH INTEREST, RIGHT, EASEMENT OR RIGHT OF USE IS CREATED UNDER THIS DECLARATION BY IMPLICATION. TWO RIVERS CLUB MAY HAVE MEMBERS WHO ARE NOT OWNERS OR MEMBERS OF THE ASSOCIATION. TWO RIVERS CLUB IS PLANNED AS A PRIVATE EQUITY CLUB; HOWEVER THE BOARD OF GOVERNORS OF TWO RIVERS CLUB RESERVES THE RIGHT TO OPEN THE TWO RIVERS GOLF AND MARINA FACILITIES FOR DAILY USE BY NONMEMBERS OF THE TWO RIVERS CLUB AND NONOWNERS OF THE LOTS UNTIL THREE HUNDRED ACTIVE "FULL GOLF" MEMBERSHIPS ARE SOLD.

Section 14.4. Restrictions on Use of Lots To Benefit the Course.

(a) Disturbance. Although Owners shall have the right of quiet enjoyment to their Lot, there shall be no activity on any Lot or other portion of the Property which is contiguous to the golf course or within a distance of one hundred feet from any boundary of the golf course that unreasonably disturbs play, or the enjoyment of the golf course, including, without limitation, undue noise, unsightly trash and debris, or any other noxious or offensive activity. Typical noises and activities associated with normal construction activities on Lots or other portions of the Property shall, however, be permitted except during the special events on the golf course.

(b) Signage. No signs will be allowed on the golf course side of any Lot, contiguous to the golf course other than emergency or warning signs established by Declarant, Two Rivers Club or the Association.

(c) Pets. Any pets shall be kept on a leash whenever such pet is not on its Owner's Lot and shall be kept off the Two Rivers Club Property (including the golf course) at all times.

Section 14.5. Enforceability. The rights and obligations to implement the enforcement of the provisions of this Article 14 and of those portions of the other covenants, conditions and restrictions herein contained that are directed to the protection of and enjoyment of Two Rivers Club, and are hereby delegated to and become the sole responsibility of Two Rivers Club, its successors and assigns, provided, however, the Board of Directors shall also have the right, but not the obligation, to enforce any of the provisions of this Article 14.

ARTICLE 15
AMENDMENT: EXTRAORDINARY ACTIONS

Section 15.1. Amendment by the Declarant. During the Development Period, the Declarant may unilaterally amend any provision of this Declaration or any Supplementary Declaration to: (1) make non-material or corrective changes; (2) satisfy the requirements of any government, governmental agency or Mortgagee; (3) reflect the relocation of boundary lines between the Common Area and any Lots or among any Lots; provided, however, that such relocation is reflected in an approved resubdivision of all or any part of the Property; (4) depict the assignment of Limited Common Area as required by Section 3.7(b) hereof; and (5) add all or any portion of the Additional Real Estate in accordance with Section 4.1 hereof.

Section 15.2. Amendment by the Association.

(a) Member Approval. Subject to Section 15.4 hereof, the Association may amend this Declaration by (1) an affirmative vote of sixty-seven percent (67%) of the Members present, in person or by proxy, at a meeting at which a quorum, as defined in the Bylaws, is present; or (2) the Members may amend, without a meeting, by the written approval of Members entitled to cast at least sixty-seven percent (67%) of the total number of votes eligible to be cast.

(b) Certification. An amendment by the Association shall not be effective until certified by the President as to compliance with the procedures set forth in this Article, signed and acknowledged by the President and Secretary of the Association, and recorded among the Land Records. Any procedural challenge to an amendment must be made within one year after recordation.

(c) Supplementary Declarations. Amendment of a Supplementary Declaration shall be governed by the provisions for amendment contained therein and the requirements of 15.4 hereof. A Supplementary Declaration shall not include provisions in conflict with the Declaration. In the case of conflicting provisions, the Declaration shall control.

Section 15.3. Prerequisites. Written notice of any proposed amendment by the Association shall be sent to every Owner at least fifteen days before any action is taken. No amendment shall be made to the Declaration during the Declarant Control Period without the prior written consent of the Declarant. No amendment shall increase financial obligations of an Owner or further restrict development on existing Lots in a discriminatory manner. No amendment to the Declaration shall diminish or impair the rights of the Declarant under the Declaration without the prior written consent of the Declarant. No amendment may modify this Article or the rights of any Person hereunder. Except as specifically provided in the Declaration, no provision of the Declaration shall be construed to grant to any Owner or to any other Person any priority over any rights of Mortgagees.

Section 15.4. Extraordinary Actions of the Association.

(a) General Provisions. The provisions of this section shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Owners where a larger percentage vote is required by the Act or other provisions of the Association Documents. To the extent this section applies to amendments to a Supplementary Declaration, the approval of the Owners or Mortgagees required shall be deemed to refer only to the Owners of Lots subject to such Supplementary Declaration or Mortgagees holding Mortgages on Lots subject to such Supplementary Declaration. This section shall not affect the rights of the Declarant to make unilateral amendments to the Declaration or to Supplementary Declaration where such rights have been granted by other sections of the Declaration or a Supplementary Declaration.

(b) Majority Vote of Mortgagees. Unless at least Fifty-one Percent of the Mortgagees and Members entitled to cast at least sixty-seven percent of the total number of votes, including a majority of the votes entitled to be cast by Owners other than the Declarant, have given their approval, the Association shall not by act or omission: (i) terminate the Declaration or dissolve the Association; (ii)

fail to employ professional management if professional management has been previously required by a Mortgagee; (iii) seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned in fee simple by the Association (except for the granting of easements and licenses for utilities or other purposes consistent with the intended use of such Common Area, the adjustment of boundary lines pursuant to Section 2.2 hereof and the leasing of the Two Rivers Club Property pursuant to Section 2.3 hereof); (iv) add, change or waive the method of determining the obligations, assessments or other charges which may be levied against an Owner; (v) add, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance or maintenance of Lots, the maintenance of any fences, walkways or driveways in the Common Area, or the Upkeep of lawns and plantings on the Property; (vi) fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount at least 100 percent of the insurable value (based on current replacement cost); (vii) use hazard insurance proceeds for losses to the Common Area for any purpose other than repair, replacement or restoration of such Common Area substantially in accordance with the Association Documents and the original plans and specifications; or (viii) add or amend any material provisions of the Association Documents which establish, provide for, govern or regulate any of the following: (1) voting; (2) assessments, assessment liens or subordination of such liens (except that a maximum annual Common Expense assessment may be added unilaterally by the Declarant); (3) reserves for maintenance, repair and replacement of the Common Area; (4) insurance or fidelity bonds; (5) reallocation of interests in or rights to use of the Common Area or Limited Common Area (if any); (6) maintenance responsibility; (7) redefinition of the boundaries of Lots; (8) leasing of Lots; (9) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey such Owner's Lot; (10) expansion or contraction of the Property or the addition, annexation or withdrawal of real estate to or from the Property; (11) convertibility of Lots into Common Area or vice versa; (12) restoration or repair of the Property after damage or partial condemnation in a manner other than that specified in the Association Documents; or (13) any provisions which are for the express benefit of Mortgagees.

(c) Presumptive Approval. A Mortgagee who is notified of amendments by certified or registered United States mail, return receipt requested, and who does not deliver or post to the requesting party a negative response within thirty days shall be deemed to have approved such amendments.

(d) Non-Material Amendments. Any addition or amendment to the Association Documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only.

ARTICLE 16 **TERMINATION**

Section 16.1. Termination by the Association. Subject to Section 15.4 hereof, the Association may terminate this Declaration only by a vote of the Members entitled to cast at least eighty percent of the total number of votes as certified by the President or with the written approval of Members entitled to cast at least eighty percent of the total number of votes. In either case the termination shall not be effective until certified by the President as to compliance with the procedures set forth in this Article, signed and acknowledged by the President and Secretary of the Association and recorded among the

Land Records.

Section 16.2. Prerequisites. Written notice of the proposed termination shall be sent to every Owner and Mortgagee at least fifty days before any action is taken. The Declaration may not be terminated during the Development Period without the prior written consent of the Declarant. Such termination shall not affect any permanent easements or other permanent rights or interests relating to the Common Area created by or pursuant to the Association Documents. To the extent necessary, the termination agreement shall provide for the transfer or assignment of the easements, rights or interests granted to the Association herein to a successor entity which is assuming the Association's maintenance and regulatory responsibilities. Any lien which has arisen pursuant to the provisions of the Declaration shall remain in full force and effect despite termination of the Declaration until the amounts secured thereby are paid in full.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed by Ronald E. Lodzieski, President of The Governor's Land Foundation, Inc. and attested by David R. King, the Secretary, who certify that the requisite number of Members voted in favor of this Amendment and that The Governor's Land Foundation has complied with the procedures required by Article 15, Section 15.2, Amendment by the Association.

THE GOVERNOR'S LAND FOUNDATION, INC.

By: Ronald E. Lodzieski
RONALD E. LODZIESKI, President

ATTEST:

David R. King
DAVID R. KING, Secretary

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

The foregoing Amended and Restated Declaration for The Governor's Land was acknowledged before me this 4th day of APRIL, 2007 by RONALD E. LODZIESKI, President of The Governor's Land Foundation, Inc. on behalf of the corporation.

Kimberly A. Loney
Notary Public

My commission expires:

12/31/09

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

The foregoing Amended and Restated Declaration for The Governor's Land was acknowledged before me this 29th day of MARCH, 2007 by DAVID R. KING, President of The Governor's Land Foundation, Inc. on behalf of the corporation.

Kimberly A. Loney
Notary Public

My commission expires:

12/31/09

Resolutions

RESOLUTION
of the
Board of Directors
of
GOVERNOR'S LAND FOUNDATION, INC.
(Association Complaint Procedures)

WHEREAS, the Code of Virginia, 1950, as amended (the "Virginia Code"), was amended by statute effective July 1, 2010, 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, it is the intent of the Board to establish procedures for the Board that meet the requirements of Sections 55-530.E and F of the Virginia Code as the same may be amended and/or supplemented from time to time; 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 Virginia's Property Owners' Association Act; and

WHEREAS, this Resolution shall remain in full force and effect until the CIC Board adopts any applicable regulations pursuant to Section 55-530.E or until amended by further resolution of the Board, whichever first occurs.

NOW THEREFORE, the Board of Directors of Governor's Land Foundation, Inc. does hereby adopt this Resolution in order to adopt the following Association Complaint Procedures:

1. When any Association Member ("Member" or "Complainant") observes or reasonably believes the Board of Directors ("Board"), the Association's Common Interest Community Manager ("General 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. 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").
3. The Association Complaint Form shall be submitted to Governor's Land Foundation, Inc., c/o Lisa Smith, 2700 Two Rivers Road, Williamsburg Virginia 23185, Telephone: (757) 253-6976, Facsimile: (757) 253-0320, and Email: admin@govlandhoa.hrcoxmail.
4. The Board shall amend and restate this Association Complaint Procedures Resolution each time the name, address, telephone number and email address of the General Manager changes to remain compliant with Section 55-530.E.2 of the Virginia Code.
5. Any Association Complaint Form fully completed and submitted to the Association's General Manager shall be reviewed at the Board's next scheduled regular Board Meeting, *provided, however* the Association Complaint Form must be submitted at least five (5) business days prior to the next scheduled regular Board Meeting to insure review at that meeting. If the Association Complaint Form is received less than five (5) business days prior to the next scheduled regular Board Meeting, the Association Complaint Form shall be reviewed at the next subsequent regular Board Meeting.
6. 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.
7. 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.

8. The Board shall render a written decision and/or review of the Complaint to the Member within seven (7) days of the regular Board Meeting during which the Association Complaint Form was reviewed.
9. 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.
10. **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.
11. The Association Complaint Form, all attachments thereto and a copy of the Complaint Response correspondence ("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 General 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.

This draft Resolution is the property of the Board of Directors ("Board") of Governor's Land Foundation, Inc. This document may not be copied, edited, modified or reproduced without the Board's prior written permission. Original revision dated August, 2010.

IN WITNESS WHEREOF the Board of Directors of Governor's Land Foundation, Inc. has set their hands on this 16th day of August, 2010.

Louisa G. Ford

Director

Randall A. Perkins

Director

[Signature]

Director

Director

[Signature]

Director

Director

David Sharpe

Director

Director

[Signature]

Director

GOVERNOR'S LAND FOUNDATION, INC. ASSOCIATION COMPLAINT FORM

This Form is available to all Association Owners as required by Section 55-530.E of the Code of Virginia, 1950, as amended ("Virginia Code"). Please complete and return this Form to the General Manager at least five (5) days prior to the next scheduled regular Board of Directors Meeting to insure review at that Meeting. The Board will provide a written response to any submitted Association Complaint Form within seven (7) days of the Board Meeting during which the Complaint is reviewed.

Member Name (Printed): _____

Member Name (Signature): _____

Address: _____

Date: _____

Please outline and/or address your specific complaint and attach to this Form. Please include copies of all applicable provisions of the Association's Declaration, Architectural Guidelines, Articles of Incorporation, Bylaws and/or Rules and Regulations to assist the Board in understanding your complaint. Please be sure to identify and/or attach the provisions of all specific provisions of the Virginia Code you believe may apply.

Forward the completed Association Complaint Form and all attachments to:

Governor's Land Foundation, Inc.
Lisa Smith
2700 Two Rivers Road
Williamsburg, Virginia 23185
(757) 253-6976
Facsimile: (757) 253-0320
Email: lisa@govlandhoa.hrcoxmail.com

Should you need assistance in understanding your rights and the processes available to common interest community Members, you may contact Virginia's Office of the Common Interest Community Ombudsman ("CICO") for assistance. The CICO may be reached:

Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, Virginia 23233
Telephone: (804) 367-8510
Email: cic@dpor.virginia.gov

This Association Complaint Form is the property of the Board of Directors ("Board") of Governor's Land Foundation, Inc. This document may not be copied, edited, modified or reproduced without the Board's prior written permission. Original revision dated August 16, 2010.

=====

This Block for Association Use Only:

Date Complaint Received by the General Manager: _____

Printed Name of General Manager who received Complaint:

Signature of General Manager to certify Date Complaint Received:

Date Complaint Reviewed by the Board of Directors: _____

Date Complaint Response forwarded to Complainant: _____

Printed Name of Person who prepared Response:

Signature of Person who prepared Response:

Please attach a copy of the Response to this Association Complaint Form.

=====

Complainant's Rights Description required by Section 55-530-E.2 of the Virginia Code

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.

RESOLUTION

DISSOLUTION OF ROUTE 5 TRANSPORTATION IMPROVEMENT DISTRICT (TID)

WHEREAS, the Route 5 Transportation Improvement District (TID) was created to finance the construction of a road known as Alternate Route 5 and which became an extension of Monticello Avenue; and

WHEREAS, all debts of the TID have now been paid, all assets of the TID have been transferred; and all purposes for which the TID was created have been fulfilled; and

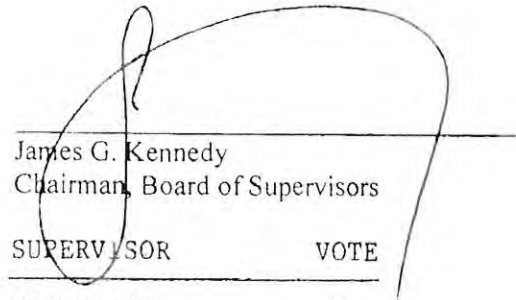
WHEREAS, it is in best interests of the property owners and residents that the TID be dissolved; and

WHEREAS, such dissolution is in furtherance of the James City County's Comprehensive Plan; and

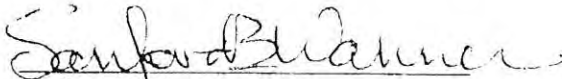
WHEREAS, notice that the Board of Supervisors would consider such dissolution at a public hearing on July 13, 2010, has been given; and

WHEREAS, the Board of Supervisors held a public meeting and did consider such dissolution on the 13th day of July 2010, pursuant to such notice and the Board of Supervisors was of the opinion that the purposes of the TID have been fulfilled, that such dissolution is in the best interests of the property owners and residents, and that such dissolution is in furtherance of the County's Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby dissolves the Route 5 Transportation Improvement District with a notice of such dissolution to be recorded in the Clerk's Office of the Circuit Court for James City County.


James G. Kennedy
Chairman, Board of Supervisors

ATTEST:


Sanford B. Wanner
Clerk to the Board

| SUPERVISOR | VOTE |
|------------|------|
| MCGLENNON | AYE |
| GOODSON | AYE |
| ICENHOUR | AYE |
| JONES | AYE |
| KENNEDY | AYE |

Adopted by the Board of Supervisors of James City County, Virginia, this 13th day of July, 2010.

RESOLUTION

TRANSFER OF ROUTE 5 TRANSPORTATION IMPROVEMENT DISTRICT (TID) ASSETS

WHEREAS, the Route 5 Transportation Improvement District (TID) was created to finance the construction of a road known as Alternate Route 5 and which became an extension of Monticello Avenue; and

WHEREAS, the TID adopted a resolution on July 13, 2010, to transfer three parcels of property to the County (Tax Map Nos. 3830100024, 3830100025, and 3830100026) (the "Properties"); and

WHEREAS, the Properties are slivers of land located within the right-of-way for Route 5000, Monticello Avenue; and

WHEREAS, the County desires the Properties be incorporated as part of the right-of-way of the existing Route 5000 and cause it to be under the jurisdiction of the Virginia Department of Transportation (VDOT), and that VDOT take fee simple title of the Properties.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of James City County, Virginia, pursuant to §§33.1-229 and 33.1-69, Code of Virginia, 1950, as amended, the Board of Supervisors of James City County, Virginia, hereby establishes the supplemental right-of-way shown on the following referenced plat or plats, as recorded in the Clerk's Office of the Circuit Court for James City County, as part of the abutting public road and requests VDOT to consolidate the supplemental right-of-way as part of the right-of-way of the State Route identified below and assume ownership and jurisdiction thereof:

| State Route Number(s) | Plat Identification or Recordation Reference | Date Recorded |
|-----------------------|--|---------------|
| 5000 | TM No.: 3830100024 PB: 64/89-92 | 9/4/96 |
| 5000 | TM No.: 3830100025 PB: 64/89-92 | 9/4/96 |
| 5000 | TM No.: 3830100026 PB: 64/89-92 | 9/4/96 |

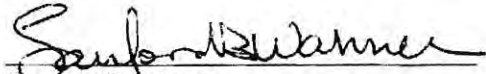
NOW, THEREFORE, BE IT FURTHER RESOLVED, the Board of Supervisors hereby guarantees the supplemental right-of-way to be clear and unencumbered, any easements thereon having been quitclaimed, subject to a VDOT approved subordination of rights agreement, or otherwise found acceptable by VDOT to remain in place.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that a certified copy of this resolution and copies of the plat(s) referenced above shall be provided to the District Administrator and the Regional Right-of-Way Manager for VDOT.

James G. Kennedy
Chairman, Board of Supervisors

| <u>SUPERVISOR</u> | <u>VOTE</u> |
|-------------------|-------------|
| MCLENNON | AYE |
| GOODSON | AYE |
| ICENHOUR | AYE |
| JONES | AYE |
| KENNEDY | AYE |

ATTEST:



Sanford B. Wanner
Clerk to the Board

Adopted by the Board of Supervisors of James City County, Virginia, this 13th day of July,
2010.

TransferTrns_res

RESOLUTION

DISSOLUTION OF THE ROUTE 5 TRANSPORTATION IMPROVEMENT DISTRICT (TID)

WHEREAS, the Route 5 Transportation Improvement District (TID) was created to finance the construction of a road known as Alternate Route 5 and which became an extension of Monticello Avenue; and

WHEREAS, all debts of the TID have now been paid, all assets of the TID have been transferred; and all purposes for which the TID was created have been fulfilled; and

WHEREAS, it is in best interests of the property owners and residents that the TID be dissolved; and


WHEREAS, such dissolution is in furtherance of the James City County's Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED that the Transportation Improvement District Commission of James City County, Virginia, recommends that the Board dissolve the Route 5 TID.



Mary Jones
Chairman, Transportation Improvement
District Commission

ATTEST:



Sanford B. Wanner
Clerk to the Commission

| <u>COMMISSIONER</u> | <u>VOTE</u> |
|---------------------|-------------|
| MCGLENNON | AYE |
| GOODSON | AYE |
| ICENHOUR | AYE |
| KENNEDY | AYE |
| JONES | AYE |

Adopted by the Transportation Improvement District Commission of James City County, Virginia, this 13th day of July, 2010.

DissolTrns_TID_res

The Governor's Land Foundation (the "Association")

Assessment Collection Policy And Procedures

1. Pursuant to Article 6 of the Amended and Restated Declaration For The Governor's Land (the "Declaration"), any assessment permitted to be imposed by the Declaration or installment thereof (hereinafter collectively referred to as the "Assessments"), that remains unpaid as of the tenth (10th) day after such is due, shall accrue a late charge in the amount of seventy-five dollars (\$75.00) (the "Late Charge"). The Association Manager, acting pursuant to the authority of the Board of Directors (the "Board"), is authorized and directed to charge to and collect the late charge from any delinquent Owner. The Late Charge shall be deemed a part of the assessment due.
2. First Notice:
 - a. The Association Manager shall send a written notice (the "First Notice") to any Owner who is more than ten (10) days delinquent in the payment of such Owner's Assessments and/or Late Charges.
 - b. The First Notice shall require payment of the past due Assessments within ten (10) days of the date of the First Notice.
3. Final Notice:
 - a. The Association Manager shall send a final written notice (the "Final Notice") to any Owner whose account remains delinquent within thirty (30) days of the date the Assessments and/or Late Charges first became due.
 - b. The Final Notice shall state that the account will be turned over to the Association's attorney (the "Attorney") for collection if the Assessments and/or Late Charges are not paid within ten (10) days of the date of the Final Notice. The Final Notice shall also state that the Owner will be liable for payment of all attorney's fees, costs and charges applicable to the collection of the past due Assessments and/or Late Charges.
4. Acceleration of Assessments:
 - a. Pursuant to Article 12, Section 12.2(b) of the Declaration, for any account that remains delinquent after two consecutive installments became due and owing, the balance of the Assessments for the Association's budget year for such account may be accelerated at the option of the Board, and shall be forwarded to the Attorney for collection, and shall be added to the total balance due on such account.
5. Pursuant to Article 12, Section 12.1 of the Declaration, the Association may suspend an Owner's right to use certain facilities and/or services provided directly through the Association for nonpayment of the Assessments, on the terms and conditions contained in Article 12, Section 12.1 of the Declaration. The Association shall afford the Owner the right to a due process hearing, as more particularly described in Article 12, Section

12.1(i) of the Declaration, prior to the suspension of such facilities and/or services.

6. The Association Manager shall refer to the Attorney any account associated with an Owner who files or is the subject of a petition for relief in bankruptcy, or against whom a lienholder has commenced any action for foreclosure of its lien against such Lot or Dwelling Unit.

7. All fees charged by the Attorney to collect delinquent Assessments and/or Late Charges, reasonable attorney's fees, and all other court costs and related expenses, shall be paid by the delinquent Owner.

8. No Owner shall submit any partial payment (or any payment for a sum less than the total sum due and owing) to the Association marked "paid in full" or containing words of similar import and effect, and, in the event that any Owner submits any payments marked as such when such payment is not for all sums due and owing, the Association reserves the right to accept such payment and seek the remaining sums due and owing, and the Owner specifically waives any and all rights that he may have to reply upon the doctrine of accord and satisfaction.

9. Pursuant to Article 12, Section 12.1(e) of the Declaration, in the event a default by an Owner in paying Assessments (except for Common Expenses) continues for more than ten (10) days, interest shall accrue on the principal amount of such sum from the due date at the rate of twelve percent (12%) per annum until paid in full.

10. The following policies and procedures shall apply to all accounts referred to the Attorney, regardless of the reason for the referral:

a. All past due Assessments accounts shall be turned over to the Attorney on a timely basis to preserve the Association's right to file a memorandum of lien against the Lot pursuant to Section 55-516 of the Code of Virginia, 1950, as amended (the "Code"), which Section requires the filing of a memorandum of lien before the expiration of twelve (12) months from the time the first assessment became due and payable. The Attorney shall file such memorandum of lien to preserve the Association's right to attempt to collect the sums claimed therein upon the sale of the Lot.

b. All contacts with Owners shall be conducted through the Attorney. The Association's Board Members, Officers and Manager shall not discuss any issue related to the account with the Owner unless the Attorney is present or the Attorney has consented to the contact.

c. All sums collected on an account may be remitted to the Association in care of the Attorney until the account has been brought current.

d. If, at the expiration of the period specified in the Attorney's demand letter, an account remains delinquent and without an accepted payment plan, or in the event of a default under the terms of the payment plan, the Attorney is authorized to take such further action as the Attorney, in consultation with the Board and/or the Manager, believes to be in the best interests of the Association, including but not limited to:

i. Filing suit against the Owner for sums due;

- ii. Filing a memorandum of lien pursuant to Section 55-516 of the Code;
- iii. Garnishing wages, bank accounts, and/or other sources of payment;
- iv. Filing a proof of claim in any bankruptcy proceedings; and
- v. Pursuing the foreclosure remedy provided for in Section 55-516 of the Code.

I. GENERAL PET GUIDELINES

A. PET CATEGORIES. Pets shall be categorized as follows:

1. Ordinary House Pets shall include dogs, cats, caged domesticated birds, hamsters, gerbils, and guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits, mice, and creatures normally maintained in a terrarium or aquarium. All Ordinary House Pets are permitted, subject to the guidelines in this Rule.
2. Unusual House Pets shall include, without limitation, those animals not generally maintained as pets including any reptiles, anthropoids, felines other than domesticated cats, canines other than domesticated dogs, rodents, mammals, birds, and other creatures other than those listed in Subsection 1 above, or maintained in a terrarium or aquarium. Unusual House Pets are prohibited.

B. REQUIREMENTS AND RESTRICTIONS

1. Pet Owners are responsible for the immediate removal and proper disposal of animal waste on all portions of the Common Areas, including the private streets in the Community.
2. Pets shall not be permitted upon the Common Areas unless they are carried, leashed, or under control by the responsible party.
3. No pet may be leashed to any stationary object on the Common Areas and left unattended.
4. Pet Owners are responsible for any property damage, injury or disturbances their pet may cause or inflict.
5. Commercial breeding of pets is prohibited.
6. All pets must have and display, as appropriate, evidence of all required registrations and inoculations.
7. Every female animal, while in heat, shall be kept confined in the dwelling by its Owner in such a manner that she will not be in contact with another dog nor create a nuisance by attracting other animals.

C. NUISANCES. The following shall be grounds for complaint and finding of a community nuisance:

1. Pets running at large;

2. Pets damaging; soiling, defecating on or defiling any private property (other than that of such pet's Owner) or the Common Areas;
3. Pets causing unsanitary, dangerous, or offensive conditions;
4. Pets making or causing noises of sufficient volume to interfere with other residents' rest or peaceful enjoyment of the Property.
5. Causing or allowing any pet to molest, attack, or otherwise interfere with the freedom of movement of persons on the Common Areas, to chase vehicles, to attack other pets, or to create a disturbance in any other way;
6. Failing to confine any female animal in heat to prevent the attraction of other animals;
7. Using a vehicle as a kennel or cage.

D. PROCEDURES FOR SOLVING PET PROBLEMS. Any Owner concerned with a pet-related problem should do the following:

1. Attempt to arrive at a solution to the problem with the pet Owner in a courteous and helpful manner.
2. If personal attempts at a solution fail, then a written complaint should be filed with the General Manager. The complaint should document this problem as thoroughly as possible. Documentation should include identification of pet(s) involved, a complete description of the problem or disturbance, and dates and times of disturbances (whenever possible) as well as a brief description of informal attempts to solve the problem.
3. The General Manager will first attempt to obtain an informal solution to the problem. If such a solution is not possible, the General Manager will refer the matter to the Board of Directors which may convene a fact finding hearing in accordance with the Declaration.
4. Suspected stray pets should be reported to the appropriate James City County officials (for possible identification) prior to contacting the General Manager.
5. All bites, attacks by pets, or diseased animals should be reported to the appropriate James City County officials prior to notifying the General Manager.
6. Penalties for violation of applicable County ordinances may be enforced by the County without regard to any remedies pursued by the Association.

In the event of emergency only, the parties involved may take any actions deemed prudent to resolve the emergency without regard to the above procedures. A written report should be made to the General Manager.

Revised 5-22-12

THE GOVERNOR'S LAND
AT TWO RIVERS

RULES AND REGULATIONS

COMMUNITY RECREATIONAL
AMENITIES

TENNIS, FITNESS, SOCCER, BASKETBALL,
CROQUET, RECREATION CENTER AND
SWIMMING

MARCH 2013

**THE GOVERNOR'S LAND AT TWO RIVERS
RULES AND REGULATIONS
COMMUNITY RECREATIONAL AMENITIES**

**TENNIS, FITNESS, SOCCER, BASKETBALL, CROQUET,
RECREATION CENTER AND SWIMMING**

Tennis Court Regulations (Revised 12/06)

The following rules apply at both the Park West clay courts and the Park East hard surface courts:

1. The *Rules of Tennis* and the *Rules of Etiquette*, as defined by the U.S.T.A., shall be the rules of the Club, except when in conflict with local rules or with any of the rules herein. The Club's Tennis Professional is responsible for administering these rules.
2. Use of the tennis courts and facilities shall at all times be subject to the control of the Club's Tennis Professional and his/her assistants. The Tennis Professional shall determine the suitability of the tennis courts for play. He/she will close the courts when necessary for weather conditions, maintenance, or safety issues.
3. The tennis courts are for tennis use only. Members bear responsibility for damages incurred by family members and guests.
4. The tennis courts are open from 7 a.m. through 10 p.m. daily (weather permitting). Please be aware, however, that grooming of the courts may not be finished before 8:45 a.m. Court lights must be turned off when play is completed at night.
5. During peak periods of play, tournaments, or lessons, the Club Tennis Professional may need to designate limited playing times. One court may be reserved for tennis instruction.
6. When others are waiting, the following time limits apply:
Singles: 1 hour Doubles: 1 ½ hours
7. The following *dress code* is mandatory for all players. If you are in doubt concerning your attire, please check with the Tennis Professional before starting play. Tennis-appropriate attire must be worn by members and guests on the tennis courts as follows:
Shoes designed for tennis are required on the tennis courts at all times. Black soled tennis shoes, street shoes, running/crosstrainer shoes, or other non-tennis shoes are not allowed.
Shorts must be appropriate for tennis play. Athletic/running shorts, basketball shorts, cut-offs, Bermuda shorts, bathing suits, blue jeans, and the like are not permitted. In colder weather, warm-up pants or sweatpants are acceptable attire.
MEN: Shirts must be appropriate for tennis play whether with or without collars, and must have sleeves. T-shirts of any form or type, tank tops, fishnet tops, and the like are not permitted. In colder weather, warm-up jackets or sweatshirts are acceptable attire.
WOMEN: Tennis dresses, tennis shorts, or skirts with blouses and warm-up style suits are appropriate. T-shirts of any form or type, Halter tops, fishnet tops, bathing suits, blue jeans, and cutoffs are not permitted. In colder weather, sweatshirts and sweatpants are acceptable attire.
8. If lightning is in the area, all play shall cease.
9. The Tennis Professional, with the assistance of the tennis committee, will be responsible for establishing official Club Tennis Programs for members and their guests.
10. Any misuse or disregard of these rules may cause member privileges to be reviewed or suspended.

At Park West only:

1. All players must check in at the Tennis Pro Shop for court assignment or to register guests. Courts may be reserved one week in advance (for no more than 1 ½ hours) by calling the Tennis Pro Shop. Court reservations become void if players do not take the court within 15 minutes of the designated starting time.
2. Guest play must be arranged by a club member. Guest fees will be charged to the member's account at the rate of \$10 per court hour per guest. Extended family members are not required to pay guest fees. Extended family members include members' adult children, grandchildren, and parents. *Guest fees do not apply at Park East.*

PRIVATE TENNIS PARTIES

Club members may reserve the courts (*time limit and timing at discretion of the Club's Tennis Professional*) for a private function by clearing the date and time at least two weeks in advance. The member accepts full responsibility for the facility and for the conduct of his/her guests. Appropriate guest fees will apply.

FITNESS ROOM RULES (Revised 11/12)

1. Children, under 13 years of age, are not allowed to use equipment in the fitness center.
2. Children, 13-15 years of age, must be accompanied and supervised by an adult who is 18 years or older, to use equipment.
3. Appropriate athletic attire, shirts and shoes are required at all times.
4. Use of all fitness equipment is at your own risk.
5. Use caution when exercising.
6. If unfamiliar with the equipment, please read all signage on each piece of equipment before using.
7. Do not let weight plates slam down.
8. There is a 30-minute time limit on all equipment when someone is waiting. It is **VERY** important that this rule be adhered to when using any of the cardio equipment.
9. Fitness center is restricted to members only. One guest per visit is permitted as long as member remains with guest.
10. All members wishing to use cardio equipment shall sign in on the cardio chart provided.
11. Any personal trainer assisting or hired by a member shall provide the General Manager at the GLF office a certificate of insurance naming GLF as an additional insured along with a release of liability waiver.
12. If anyone witnesses a violation of these rules, please notify Security at 258-4620.

REGULATIONS FOR USE OF SOCCER FIELD, BASKETBALL COURT & CROQUET COURT (Revised 05/01)

1. These facilities are for use by equity club members and their guests. Use of each facility is on a first come, first serve basis unless the facility has been reserved.
2. Equity club members can make reservations by calling the office of the Governor's Land Foundation (GLF) General Property Manager at 253-6976.
3. The host member accepts full responsibility for any damage to the site and for the conduct of his/her guests.
4. The host member is responsible for cleanup and removal of all personal items at the site.
5. Hours of operation are sunrise to sunset.
6. No open fires are permitted. Grills may be used for cooking.

7. When a facility is reserved, a list of any non-resident guests that will be using the facility is due to Security and to the GLF General Property Manager at least 24 hours prior to the event.
8. The GLF General Property Manager may deny the use of the facility when the activity is not considered to be in the best interests of the Governor's Land Foundation.

FUNCTIONS FOR DEPENDENTS (Revised 05/01)

1. A chaperon, who must be a Club member, shall be present for all Club and private functions for dependents of Club Members.
2. Chaperons shall ensure that all participants adhere to the rules and regulations.
3. The sponsoring member must attend the function and ensure that chaperons remain until all participants have left the facility.
4. An alphabetical list of non-resident guests is due to Security and to the Club General Manager at least 24 hours prior to the event.
5. Because chaperons are responsible and concerned for the safety of our youth, we request the following compliance: For functions involving intermediate school age children and younger, parents must pick up children promptly at the end of function as stated in the announcement of the function. If parents have not informed chaperons otherwise, a child is expected to remain at the facility until he/she is picked up by parents.

PARK EAST RECREATION CENTER RULES AND REGULATIONS (Revised 03/11)

1. Application for use of the Recreation Center community room (Center) and its facilities must be requested and signed for by an equity club member at least two weeks in advance of the event by contacting Two Rivers Country Club.
2. The use of the Center is to be restricted to equity members and their guests. There is to be no advertising of an event to the public. The Center is not available for any commercial activity, such as tag sales or fund raisers.
3. Sponsoring member must attend function.
4. Reservations will be accepted on a first come, first serve basis. Ninety (90) days advance maximum booking for groups of less than (50) people, except Governor's Land homeowner groups.
5. Equity member groups may reserve the Center annually for their entire activity cycle, space guaranteed on a rolling four-month basis.
6. The facility may be rented in increments of four (4) hours.
7. A rental fee of \$175 for members of TRCC and \$300 for non-members must be paid when the community room is reserved for personal/private use. A fee of \$100 will be charged for overtime use, if applicable. In addition, a cleanup/damage deposit of \$200 will be required, to be refunded upon satisfactory inspection of the premises after the event. Fee and deposit will be charged to the sponsoring equity member's account.
8. A certificate of insurance naming GLF as an additional insured is required on non-sponsored HOA events.
9. No charge for GLF events; such as, but not limited to: garden club, card/game groups, potluck and wine dinners, GLF sponsored events, and fitness classes.
10. The Center can be used for educational, fitness or instructional classes for the benefit of the community. When a fee is charged for such a class, the instructor must pay 10% of the fees collected to GLF.

11. Equity member groups do not pay room rental charges. Groups wanting to use PE on a fee free basis must complete application (for up to one year usage) and application must be approved by the RFM Committee.
12. Center will be locked except for scheduled events. Security will unlock and lock building.
13. Rental contract will include inventory of items at the Center. Responsible member will be charged appropriately if items are missing or damaged in addition to other deposits.
14. The sponsoring member accepts full responsibility for the facility and for the conduct of his/her guests. The contract signed by the sponsoring member indicates full understanding of these rules and regulations.
15. The cleanup and damage deposit will be credited to the sponsoring member's account after the event is held if all requirements are met.
16. If the sponsoring member desires to cancel the reservation, he/she must do so at least one week prior to event date to obtain a refund.
17. If alcoholic beverages are part of the event, the sponsoring member will assume all responsibility, including the illegal serving of alcohol to minors. Non-members shall be required to obtain an ABC permit. Liquor license applications are available at the Club. Alcoholic beverages and glassware may not be taken to the pool area.
18. Music is allowed only at levels that are non-disturbing to the surrounding residences.
19. Sponsoring member is responsible for setup/cleanup and for the removal of all personal items at the site. See Club staff for cleanup responsibilities checklist at time of reservation. Delivery and setup is available. Check with Two Rivers Country Club for fees.
20. A list of non-resident guests is due to Security and the Club at least 24 hours prior to the event.
21. Parking assistance, utilizing our Security staff, is available through the Club. Check fee schedule and coordinate with Club at time reservation is made.
22. If tent is to be used, sponsoring member must obtain permit from the James City County Code Compliance Office.
23. All events must end by 11 p.m.
24. The GLF General Manager may deny the use of the facility when the activity is not considered in the best interest of the Governor's Land Foundation.

SWIMMING POOL REGULATIONS (Revised 7/11)

1. The pools are for the exclusive use of Governor's Land residents, their extended family members and guests, and TRCC equity members.
2. Swimming is permitted only when a lifeguard is on duty. "Swim at your own risk" is not permitted except during programs approved by the Recreation Facilities Management Committee.
3. All users must check in at the lifeguard table upon arrival, complete the sign-in sheet, sign in guests, and shower before using the pools.
4. All guests must be accompanied by a member at least 12 years old. A guest fee of \$5 per person will be charged to the member's account. Children under 6 are free. There is NO GUEST FEE for extended family members.

5. Extended family members (Members' children who are over the age of 23, grandchildren, parents, and their spouses) are NOT required to be accompanied by a member when at the pool.
6. Children under age 12 must be accompanied by a parent or responsible person at least 12 years of age. The baby pool is reserved for children 6 years of age and younger. Adults must supervise children in the baby pool at all times.
7. A safe environment is important. The lifeguards on duty will enforce all pool regulations. Failure to abide by all regulations will result in a request to leave the pool area. Parents will be called if a child is asked to leave. REPEATED FAILURE TO ABIDE BY THE REGULATIONS MAY RESULT IN DENIAL OF POOL PRIVILEGES.
8. Appropriate swimwear is required. Swimsuits and hemmed shorts are permitted. Cut-offs are not allowed. No plastic diapers in the pool. Please use cloth or baby swim pants only
9. For health reasons no person with an open sore, rash, or cut on any part of the body will be allowed in the pools.
10. Neither glassware nor chewing/bubble gum is allowed in the pool area. All food and beverages must be kept at your table or chair, and are not to be consumed within 5 feet of the water. TRCC provides all food ordered at Park West pool.
11. No animals or bicycles will be allowed in the pool area. Please park all bicycles in the bike racks provided near the pool gates.
12. Toys, balls, floats, and other items will be permitted in the pool area only at the lifeguard's discretion.
13. No smoking, loud music, running, horseplay, or rude or offensive behavior or language will be permitted in the pool area.
14. Except during swim team practice or meets, there is NO DIVING at Park East pool. At Park West, diving is permitted in the deep end only, with the lifeguard's expressed permission.
15. In the event of thunder, swimmers may be asked to leave the pool. In the event of lightning, swimmers will be asked to leave the pool area.
16. There will be a ten-minute Adult Swim every hour. Everyone under the age of 18 must leave the water at these times.

ALL COMPLAINTS REGARDING RULES AND REGULATIONS, OR THE OPERATION OF THE POOL, SHOULD BE DIRECTED TO THE CLUB MANAGER.

SWIMMING POOL PARTY REGULATIONS (Revised 07/11)

1. The Swimming Pool facilities are for the use of equity club members and their guests. Sponsoring members must be an attending participant at the function.
2. Applications for use of the swimming pool must be requested by and signed by an equity club member at least two weeks in advance. Later requests will be considered on an individual basis. Applications are to be made at the club office.
3. A rental fee of \$75 is charged when the pool is reserved for private use. To reserve both the pool and community room at Park East, the rental fee is \$175. In addition, a cleanup/damage deposit of \$200 is required for rental of either or both, to be refunded upon satisfactory inspection of the premises after the event.

The equity member must also pay a lifeguard fee of \$15/hour per guard. One lifeguard is required for every 25 guests.

Fees and deposit will be charged to the sponsoring equity member's account.

4. Staff lifeguards are required at all parties.
5. All pool regulations are in effect at pool parties.
6. If alcoholic beverages are part of the event, the sponsoring member will assume all responsibility, including the illegal serving of alcohol to minors. Non-members shall be required to obtain an ABC permit. Liquor license applications are available at the Club. Alcoholic beverages and glassware may not be taken to the pool area.
7. The member accepts full responsibility for the facility and for the conduct of his/her guests. The rental contract signed by the member indicates full understanding of these rules and regulations.
8. The cleanup and damage deposit will be credited to the member's account after the event, if all the requirements are met.
9. If a member desires to cancel the reservation, he/she must do so at least one week prior to the event date in order to obtain a full refund.
10. A time limit not to exceed 10:00 p.m. at Park East and 11:00 p.m. at the Sports Complex (Park West) will be strictly enforced.
11. Member is responsible for cleanup and for the removal of all personal items from the site.
12. The Club General Manager may deny the use of the facility when the activity is not considered in the best interests of the Governor's Land Foundation.

~~BEACH REGULATIONS (Revised 2/26/13)~~

~~The Beach facilities located near the Marina are for the use of all members, extended family members, grandchildren, parents and spouses, house guests and on occasion small groups of friends not to exceed 10 guests. Beach is not open at any time for the general public or outside organizations unless under sponsorship of Governor's Land Foundation (GLF) or Two Rivers Country Club (TRCC).~~

~~**NO LIFEGUARDS ON DUTY.** Members accept full responsibility for themselves, family members, and invited guests. Children under 12 years of age must be accompanied by a parent or responsible person at least 12 years of age.~~

~~**Hours** – May 1 through September 30 – The Beach is available for use from sunrise to 10 pm. October 1 through April 30th – The Beach is available for use from sunrise to dark.~~

~~**Reservations** – Members can reserve the stone grill, tent, fire pit, and volleyball court for a 4-hour time block through TRCC (258-4610) for groups not to exceed 30 guests as defined in the first paragraph of these beach regulations. Reserving member must be present at the Beach during the reserved time slot. A reservation fee of \$100 and a security deposit of \$150 are required. The deposit is refundable upon Governor's Land Foundation's (GLF's) post-rental inspection of satisfactory conditions, clean up, trash removal, etc. Reservations will not be accepted for Memorial Day, July 4th (if applicable), or Labor Day weekends.~~

~~**Alcohol** – If alcoholic beverages are part of an event, the sponsoring member assumes all responsibility. Serving of alcohol to minors is illegal.~~

~~**Grills/BBQ** – Grilling/cooking is permitted in designated areas only. Personal barbecue devices are not allowed. Use of the community grills at the Beach is on a first-come/first-served basis;~~

~~however, the stone grill can be reserved by members for a 4-hour time block (see reservations).
A burn barrel is provided for disposal of spent coals and ash.~~

~~**Fire Pit** – A bonfire is permitted **ONLY** in the designated area. Security must be notified (258-4820) of any bonfire. Bonfire shall be extinguished no later than 10 pm and/or prior to departing the Beach. Burning of trash, pallets or wood containing nails is prohibited.~~

~~**Clean Up** – For the beauty and pleasure of all residents, those using the Beach are responsible for cleanup of the site prior to departure. Trash cans are located on the beach.~~

~~**Parking** – No vehicles are allowed on the Beach without GLF authorization (excluding party setup). The marina parking lot is for personal vehicles only. Trucks, busses and other vehicles must park in the overflow lot located near the garden center on River Oaks Road.~~

~~**Water Crafts** – NO motorized boats or jet skis allowed on the Beach or anywhere in the swimming area between the shoreline and the buoys.~~

~~**Noise** – Radio/music volume must be kept at a level that does not disturb others. Music or loud noise at special events may not go beyond 10:00 pm.~~

~~**Wetlands** – Resource Protection Areas surrounding the Beach must not be disturbed. Please stay on the paths.~~

~~**Fireworks** – Fireworks are prohibited.~~

~~**Other** – No glass containers.~~

BEACH REGULATIONS (Revised 7/23/2013)

The Beach facilities located near the Marina are for the use of all members, extended family members, grandchildren, parents and spouses, house guests and on occasion small groups of friends not to exceed 10 guests. Beach is not open at any time for the general public or outside organizations unless under sponsorship of Governor's Land Foundation (GLF) or Two Rivers Country Club (TRCC).

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Parking - No vehicles are allowed on the Beach without GLF authorization (excluding party setup). The marina parking lot is for personal vehicles only. Trucks, busses and other vehicles must park in the overflow lot located near the garden center on River Oaks Road. Passengers may be discharged or picked up in the marina parking lot.

Water Crafts - NO motorized boats or jet skis allowed on the Beach or anywhere in the swimming area between the shoreline and the buoys.

Noise - Radio/music volume must be kept at a level that does not disturb others. Music or loud noise at special events may not go beyond 10:00 pm.

Wetlands – Resource Protection Areas surrounding the Beach must not be disturbed. Please stay on the paths.

Fireworks - Fireworks are prohibited.

Other – No glass containers.

THE GOVERNOR'S LAND AT TWO RIVERS

HANDBOOK of DESIGN STANDARDS AND MAINTENANCE GUIDELINES FOR PROPERTIES & RESIDENCES

**The Governor's Land Foundation, Inc.
2700 Two Rivers Road
Williamsburg, VA 23185**

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ARTICLE I: POLICIES AND PROCESS

1.1 PHILOSOPHY OF DEVELOPMENT

1.1.1 PHILOSOPHY OF THE GOVERNOR'S LAND:

The Governor's Land at Two Rivers is designed to be an exceptional riverfront community. The homeowner association, The Governor's Land Foundation (GLF), is committed to respecting the environmental significance and historic nature of the site. Blended into the natural beauty of this site the homes present the timeless elegance that comes from the careful use of classical design elements in the facades. The architectural review process encourages a consistency in character and quality of all the homes developed, while promoting variety and individuality in specific home designs. It also encourages a strong visual sense of "community" in the streetscapes and front yards, while preserving privacy and individual settings in the rear yards. Only a high quality of architecture and landscape design will be approved to create a context in which individual tastes are not sacrificed, but blended in a way to protect overall property values. To accomplish these goals, protective Covenants and these Standards were established. These Standards were developed to provide homeowners the maximum longevity of their investment.

1.1.2 PRINCIPLES OF GOOD DESIGN:

The standards and criteria developed in this book are based on the following general principles of design qualities for planned communities. The Governor's Land Foundation uses these principles as the basis for review of any improvement that is not otherwise addressed by more specific criteria in this book. These principles include:

PRESERVE ENVIRONMENTAL QUALITY:

Approval for clearing and alteration of existing lots should be made only for approved structures, site improvements, landscaping, and access, and should not be performed in a manner that will result in erosion of soils, excessive water runoff, discharge of wastes into the soils or waters, stagnation or standing water, or substantial removal of indigenous vegetation.

CREATE A BALANCE OF COMMUNITY AND PRIVACY:

Each structure or site improvement should be located and oriented to create a proper setting within each lot, consistent with the density and setbacks of the community, to create a harmonious streetscape in relationship to other structures, and to protect the privacy of the general level enjoyed by other members of the community.

ENCOURAGE CONTEXTUAL DESIGN:

Every structure should be of a size and use that is consistent with the standards applicable to the community. All structures and site improvements should be designed in styles, shapes, sizes, massing, and colors to be of good proportions, well balanced, and appropriate to this community.

MAINTAIN HIGH APPEARANCE STANDARDS:

All improvements to any lot in a neighborhood should meet minimum standards of design and material quality consistent with the level of quality established for the community. The exterior of each structure should consist of a selection of materials, products, and assemblies that are harmonious with each other, consistent and supportive of the architectural style, and appropriate to the general appearance characteristics of the community.

1.2 AUTHORITY TO ESTABLISH STANDARDS AND CONDUCT DESIGN REVIEW

1.2.1 THE DECLARATION:

When a lot is purchased in the Governor's Land at Two Rivers, the deed states that the title is subject to restrictions of record that run with the land. All lots in The Governor's Land are covered by the *Declaration* for The Governor's Land. Article 9 of this *Declaration* describes architectural review by the Architectural Review Board (ARB) and design standards developed and administered by the ARB. Please read the entire *Declaration* carefully, and save it for future reference.

1.2.3 THE HANDBOOK:

This Handbook provides a clear method for review and approval of architecture, landscaping, and siting prior to starting construction as well as later revisions (additions, alterations, etc.). There is a description of the review process, details of site and architectural design standards, and procedures and standards for construction activities. The *Handbook* is designed to be a "living document". It will be updated from time to time by the ARB and approved by the GLF Board to address concerns of The Governor's Land community or to update procedures and standards. The *Handbook* may also be amended by design standards or guidelines issued by the Board of Directors of The Governor's Land Foundation governing a specific neighborhood of The Governor's Land.

1.2.4 THE ARCHITECTURAL REVIEW BOARD:

The Governor's Land Architectural Review Board (ARB) was established to implement these Standards. Although the Standards contain a listing of specific requirements to be followed, the very nature of design is an individualistic process. Consequently the responsibility of the ARB is to interpret the goals of the community and these Standards as they relate to each design submittal. The ARB shall judge compliance with these Standards in questions of appearance, aesthetics, or infringement by design upon the rights of other residents. The ARB has the absolute and exclusive right to reject any site, building, or landscaping plan and specifications that are not desirable in its opinion for any reason, including purely aesthetic reasons.

This Board reviews conceptual designs, house plans, site plans, and landscape plans for compliance. It also reviews later additions or changes to existing structures and approved landscape design. Members of the ARB are homeowners appointed by the Board of Directors. A professional architect assists members.

1.2.5 THE COVENANTS COMMITTEE:

The Covenants Committee is charged with ensuring that covenant compliance is ongoing throughout the community after the initial construction of a home is complete. As with the ARB, members of the Covenants Committee are homeowners appointed by the Board of Directors.

1.2.6 AMENDMENTS AND DELETIONS:

The Governor's Land Foundation reserves the rights to modify, add to, or delete from any specific section of The Governor's Land Standards from time to time. The Board of Directors must ratify all changes prior to incorporation into these Standards.

1.3 GRANDFATHERED STANDARDS

1.3.1 PRIOR APPROVALS GRANDFATHERED:

All new homes and modifications constructed in accordance with approved applications prior to the issue date of these *Standards* shall be deemed in compliance with the standards of The Governor's Land Foundation, even if the standards have changed.

1.3.2 CURRENT CONSTRUCTION GRANDFATHERED:

Any application approved prior to the issue date of these standards, and for which construction has not yet been completed, shall remain valid for six (6) months from the application date. If construction has not begun within this period, the approval has lapsed and the application must be re-submitted for review. These applications will be reviewed under the current Standards.

1.3.3 NON-APPROVED CONSTRUCTION IN VIOLATION:

Any existing construction, which has not been reviewed and approved by the ARB, is not in compliance with the Covenants of The Governor's Land Foundation. These improvements must be submitted for review by the ARB. Review will be based on these current Standards. Non-approved construction is a violation of the Declaration. The Foundation reserves the right to enforce the Declaration in such cases, including legal enforcement to require corrective action to remove such construction or bring it into compliance.

1.4 RESPONSIBILITY FOR OBTAINING APPROVALS

1.4.1 PROPERTY OWNER IS RESPONSIBLE:

Each property owner within The Governor's Land is responsible for his or her property's compliance with these Standards. Any proposed improvements to be made to that property may affect that compliance, and the Covenants require that the owner obtain approvals from the Foundation prior to making the improvements to maintain compliance. This is true regardless of whether or not the work is being performed by the owner directly or by a Contractor.

1.4.2 PROPERTY OWNER TO COMPLY WITH OTHER LAWS:

In addition to approvals from the Foundation, approvals and permits (such as a building permit) may be required by the county. It is not the responsibility of the Foundation, or the ARB, to obtain county permits, or to provide any guarantees or waive any legal requirements for compliance with any state or county law, with the Declaration or with these Standards.

1.5 THE NEW HOME REVIEW PROCEDURE

1.5.1 GENERAL:

The procedure for review of new home development includes review of the siting of the home, the architecture of the home, and the final landscaping of the lot. The procedure consists of six (6) steps: the Concept Review, the Preliminary Review, the Final Plan Review, the Landscape Plan Review, the On-Site Stake Out Inspection, and the Final Completion Inspection. All Reviews take place during regularly scheduled ARB meetings. The inspections are by appointment with ARB staff. Contact the Foundation office for meeting times and submittal dates.

1.5.2 STEP ONE: CONCEPT REVIEW:

This meeting should be scheduled **before** the architect or builder begins final drawings on a home. The purpose of the Concept Review Meeting is to review the *Design Standards and*

Guidelines for Homebuilding, and to discuss design ideas for the specific home and lot. **The property owner(s) is strongly urged to attend in person.** He or his representative should provide the following:

- a) The Pre Design Data Sheet (*Appendix C*);
- b) Design sketches, photographs, printed material, or anything else that helps describe the proposed house (Please provide copies for ARB record);
- c) A conceptual site plan indicating the location of the proposed house and its relation to the building envelope;
- d) Questions about the design standards, construction procedures, or review process;
- e) The architect or builder, if selected; and/or
- f) A letter authorizing the builder/architect to act on the property owner's behalf, when the owner is unable to attend.

The ARB will offer recommendations that will help bring the concept design into conformance with the *Design Standards*. Recommendations may also be made for siting the home on the lot, landscaping, dealing with any environmentally-sensitive areas on the lot, and respecting the view from the proposed home and lot. A written summary of the Concept Review Meeting and any further recommendations from the ARB will normally be sent to the property owners within five (5) working days after the meeting.

1.5.3 STEP TWO: PRELIMINARY REVIEW:

Prior to clearing the lot or starting construction, architectural plans for the proposed home must be submitted to the ARB for review (See Section 1.8.2). If desired, the property owner may have the architect or builder present this application on his/her behalf. Attendance by the applicant or his representative, while encouraged, is not required. The Preliminary Review Submission must include the following:

- a) Completed Application Forms (*Appendix C*);
- b) Payment of fees and bonds (see Section 1.7). All fees must be paid and submittal requirements complete prior to ARB Review of submissions. Additionally, the lot owner must be current on all Governors' Land Foundation assessments.
- c) Two (2) copies of preliminary site plans. For all lots bordering on the golf course, the golf course maintenance superintendent or designated representative must review the site plans. This review is to verify that the course maintenance supervisors have reviewed any ground water drainage from the site that would impact the golf course.
- d) Two (2) copies of preliminary architectural drawings

At this stage the ARB will review the design for overall compliance with these Standards and general aesthetic goals for the Governor's Land and any specific standards for the neighborhood. Submittals that generally meet all criteria on which they are judged, will be recommended for Final Plan Review, with any required changes or conditions that must be met on the final plans. Incomplete submittals or submittals which materially fail to meet the basic criteria on which they are judged, will be required to be resubmitted for Preliminary Review until they are satisfactory for advancement to Final Plan Review.

Before the Preliminary Review the Foundation office will notify owners of property in the same platted area as the applicant's lot of the pending application. Property owners in that platted area may review the site plans and exterior elevations and submit written comments for ARB consideration. The Governor's Land Foundation assumes neither responsibility, beyond a good faith effort in mailing the notice, nor liability, if all affected property owners do not receive notice.

The ARB may have new site plans and or revised landscape plans of all lots abutting the golf course reviewed by the golf green committee chair or designated representative. This process is to address issues on the site that would adversely impact the golf course.

1.5.4 STEP THREE: FINAL PLAN REVIEW:

The ARB will review the final version of the house and site plans, ensuring that all required corrections, changes or revisions are reflected. The Final Review Submissions must include the following: *(See Final Submission Checklist - Appendix C).*

- a) Two (2) complete sets of final, permit-ready architectural drawings
- b) Two (2) sets of site plans
- c) Samples of finish exterior materials and colors

The ARB will communicate its decision to the property owner in writing (See Section 1.11). The final approval letter will set the date for Landscape Plan submission.

1.5.5 STEP FOUR: ON-SITE STAKE OUT INSPECTION:

Upon securing Final Plan Approval, the applicant may then prepare the site for clearing and construction by staking out the location of the proposed house, driveway, and clearing limits. No clearing or site work can begin until ARB staff has walked the lot with the builder (by appointment), and given approval to begin construction.

1.5.6 STEP FIVE: LANDSCAPE PLAN REVIEW:

The date for the Landscape Plan Review will be set at the time of Final Plan Review and will be approximately eight months after Final Plan approval is given. The property owner will be notified of the due date for landscape plans in the Home Approval Letter. The following requirements must be met for this review:

- a) The landscape plan must include names of plant materials, the number and size of each variety to be planted.
- b) The landscape plan must show the location of the HVAC equipment, utility boxes, transformer box, proposed fencing, and walls or terraces.

1.5.7 STEP SIX: FINAL COMPLETION INSPECTION:

At the completion of construction and installation of final landscaping, the Applicant shall contact the Foundation office and request a Final Completion Review. An ARB representative will conduct a final inspection of the completed work and verify that it complies with all approvals and approved plans. This does not constitute a warranty of any kind with respect to quality of construction or improvement to the lot, nor an express approval of any variance not specifically approved by the ARB. Subject to review by the ARB, bonds will be returned upon completion of this inspection.

1.6 HOME IMPROVEMENT REVIEW PROCEDURE

1.6.1 REVIEW PROCEDURE:

Review of applications for home improvement projects will follow steps two (2) and three (3) of the New Home Review process described above. Exterior home improvement projects are subject to notification of contiguous neighbors for review and comment.

1.7 REVIEW FEES AND BONDS

1.7.1 NEW HOME REVIEW FEE:

The Governor's Land Foundation charges a fee for Architectural Review, payable at the time of the Preliminary Review. This fee covers the clerical administration, architectural and engineering fees.

1.7.2 NEW HOME CONFORMANCE BOND:

The Foundation will collect a Conformance Bond at the Final Review as partial assurance that: 1) the homeowner/builder will comply with the requirements of the Declaration and Guidelines for Homebuilding; 2) erosion and sediment controls are installed and maintained, 3) the lot is kept clean of trash and debris, and 4) drainage ditches and other improvements are operable, maintained and restored to their proper conditions after construction is complete. Upon application to the ARB for refund of the conformance bond deposit at the end of construction, the ARB designee will inspect the home site. If, in the Board's opinion, the home site is considered satisfactory, and the construction conforms to the documents approved by the ARB, the deposit will be promptly refunded.

1.7.3 CONSTRUCTION COMPLIANCE BOND:

At the time of the Final Review, the homeowner or builder shall deposit a Compliance Bond for the purpose of ensuring that all rules and regulations stated in Article II, "Construction Standards and Procedures" are adhered to during construction. At the end of construction, if the home site has been maintained in a satisfactory condition and the completed home site is considered satisfactory, the bond will be promptly refunded.

1.7.4 NON-COMPLIANCE REVIEW FEE:

An ARB Review fee will be levied for unapproved changes made to the approved design during the construction process.

1.7.5 HOME IMPROVEMENT FEES:

An Architectural Review Fee will be charged for the Review of additions, accessory buildings (storage sheds, workshops, etc.), gazebos, or other major site improvements such as swimming pools. No fees will be required for minor improvements and modifications. The compliance bond will be required of additions and alterations, unless waived by the ARB.

1.8 PREPARATION OF SUBMITTALS

1.8.1 SUBMITTALS TO BE COMPLETE AND ACCURATE:

Submittals prepared for consideration by the ARB must be complete and accurate. Submittals for design review must include drawings prepared as described below. The ARB requires that color chips accompany color applications. All information requested on the application form needs to be furnished. The ARB will not review applications that are incomplete or inaccurate.

1.8.2 SUMMARY OF SUBMITTAL REQUIREMENTS:

Proper submittals include drawings that are neat, accurate, drawn to scale, and with sufficient detail to adequately explain the entire design. Insufficient explanation of a design, including all visible details, may result in rejection of an application. Applications rejected for insufficient information must be re-submitted for the same review step until accepted. The ARB, at its discretion, may accept plans that are marked-up in red with late changes to design features. However, the ARB may require that the marked-up sheets be corrected and revised, and re-submitted. Submit the required number of copies as specified under each review step

heading (see Section 1.5). Minimum requirements for each type of application are listed below:

NEW HOMES:

Site Plan: Scale - 1" = 20'. Drawings must show property lines, building setback lines, landscape setback lines, easements, Resource Protection Areas- (RPAs), property dimensions, house, driveway, and walks location (show distances of house from property lines), HVAC, grinder pump and utility box locations; topography, and drainage pattern. Show also any proposed fencing, walls, or retaining walls and any other anticipated property improvements. Designation of the construction trash bin, silt fencing, screening fence, driveways and parking pads must also be clearly drawn on the site plan.

Note: The site plan should also show the corners of existing or planned houses on the adjacent lots on either side of the applicant's lot.

House Plans: Scale - 1/4" = 1' -0". Drawings shall include Foundation Plan, Floor Plans and Exterior Elevations (show actual grade level), and Exterior Wall and Cornice Details. Indicate finish materials and show any roof vents larger than standard plumbing or gas appliance vents.

Finishes: Color chips of exterior paint colors, finish roofing sample of material and color, samples of brick or stone including mortar color.

Landscape Plans:(Submitted at time set by ARB) Minimum scale 1" = 20' same as site plan, showing all plant locations, locations of existing mature vegetation to be saved, sod areas, planting beds, and pavements. Indicate all proper plant names, sizes, and quantities.

ADDITIONS:

Site Plan: Scale - 1" = 20'. Show existing house, addition location and distances from addition to property lines. Show any trees to be removed and any changes in landscaping.

Plans: Scale - 1/4" = 1' -0". Include foundation plan, floor plan(s) and all exterior elevations of the addition including portions of the existing house. Indicate all finish materials.

ACCESSORY STRUCTURES:

Site Plan: Scale -1" = 20'. Show location of new structure and existing house, with distances between each, distances to property lines, and tree(s) if any to be removed.

Plans: Floor plan, foundation plan, and all exterior elevations. Indicate finish materials.

OTHER SITE IMPROVEMENTS:

Site Plan: Scale -1" = 20'. Show location of improvement, existing structures, distances to property lines, tree(s) if any to be removed.

Plans: Plans of Improvement (ex: deck, patio, swimming pool, etc.), and details of any vertical structures or elements.

FENCES:

Site Plan: Scale - 1" = 20'. Show location, extent of fence, and tree(s) if any to be removed.

Fence Drawing: Show design of fence with heights, materials color and sizes identified.

HOUSE COLORS:

Changes from Existing: For changes to existing house colors, submit application form with manufacturer's names and color names. Submit color chips with application.

1.8.3 SUBMITTALS KEPT FOR RECORD:

Submittals are kept on file for a record of approved designs. Therefore, submitted drawings should be copies of originals, not the originals themselves. One set of plans will be returned to the Applicant or his/her representative.

1.9 REVIEW MEETINGS

1.9.1 MEETINGS:

The ARB reviews plans for new houses, modifications, additions and accessory buildings in regularly scheduled meetings. Contact the Foundation's Office for meeting times and dates, and closing dates for submittals. During scheduled meetings the ARB reviews all requests submitted on the appropriate application forms together with supporting drawings and information. Application forms are available from the Foundation's Office. To be included on the meeting agenda, applications must be submitted by the closing date and time.

1.10 REVIEW BASIS

1.10.1 REVIEW CRITERIA:

The ARB bases its review of each application on its interpretation of the Covenants and these Standards, and on the graphic and written information presented. No approvals will be given on the basis of verbal information or commitments. Therefore, it is incumbent upon the applicant to provide sufficient and accurate written and graphic information to the ARB for proper consideration. If, in the applicant's opinion, extenuating circumstances exist which would justify a variance from stated guidelines, this information should be presented with the application.

1.11 APPROVALS AND OTHER ARB ACTIONS

1.11.1 ACTIONS:

An application is approved when the ARB or its designated representative gives notice to the applicant in writing. No verbal approvals are given. Approved plans will be stamped

"Approved" by the ARB. The ARB may issue any of the following three decisions:

"Approved": means approved as submitted.

"Approved with Limiting Conditions": means approved only if stated conditions in the approval letter are met.

"Not Approved": means not approved for construction. Reasons for disapproval will be given in writing. The ARB may also provide suggestions for revisions but does not provide design solutions. A *"Not Approved"* action requires a re-submittal by the applicant for review before any approvals can be given.

1.12 APPEALS

1.12.1 APPEALS TO THE ARB:

Should an application be denied on the basis of the Covenants or Standards, and the applicant feels that the submittal was misinterpreted or that there are extenuating circumstances, which should qualify them for an exception from these requirements, they may contact the Foundation Office and request to have the application placed back on the agenda for the next meeting. Appeals may be made either in writing or in person to the ARB.

1.12.2 APPEALS OF AN ARB ACTION TO THE FOUNDATION BOARD:

If an applicant feels that he or she has been unfairly denied approval by the ARB, a written appeal may be filed with the Foundation Board of Directors, in accordance with procedures established in the *Declaration*, by contacting the Foundation's Office. Review of ARB actions by the Foundation Board will be limited to questions of ARB compliance with the Declaration and these Design Standards.

1.13 REUSE OF PREVIOUSLY APPROVED PLANS

1.13.1 POLICY:

The ARB may permit the limited reuse of previously approved designs within neighborhoods in The Governor's Land, but may also restrict the use of such plans to avoid repetition. Approval of a house for a given lot does not guarantee approval on another lot. The ARB may issue restrictions on the number of re-uses of a house design in a given neighborhood or in The Governor's Land as a whole. The ARB reserves the right, at its option, to require significant modifications to a facade, or to reject the house design entirely, to control the amount and degree of repetition. (See also, paragraph 5.1.2.)

1.14 CONSTRUCTION CHANGES

1.14.1 POLICY:

All construction must be completed in accordance with the application and the plans as approved. Exterior changes to the subject property must receive prior written approval by the ARB. Applicants requesting design change approvals should consult with the ARB to determine if additional plans and specifications are required. Changes include items such as fencing, colors, exterior changes, or any additional structures.

1.15 TIME LIMITATIONS

1.15.1 APPROVAL PERIOD:

Once the ARB has approved new construction or an alteration, construction or building must begin within six (6) months, and be complete within twelve (12) months after the completion of the on-site stakeout inspection unless otherwise approved by the ARB. If work has not started within six (6) months after approval, the approval will lapse.

1.15.2 REPAIR AND RECONSTRUCTION:

If a home or other major improvement on a lot is damaged or destroyed, the property owner must either: a) repair or replace the home or improvement; or b) clear all debris and restore the lot to a maintained unimproved condition. Such condition would include at a minimum: seeding and replacement of damaged or destroyed trees. Such work must begin within six (6) months after the casualty and be completed within twelve (12) months after the casualty.

1.15.3 FOUNDATION'S RIGHT TO CURE:

Improvements not completed, or upon which construction has ceased for ninety (90) consecutive days, or which have been partially or totally destroyed and not rebuilt within twelve (12) months, will be deemed nuisances. The Governor's Land Foundation may remove any such nuisance or repair or complete the same at the cost of the property owner.

ARTICLE II: CONSTRUCTION PROCEDURES AND STANDARDS

2.1 OBJECTIVE

The Governor's Land Foundation endeavors to maintain the qualities of a mature, well established community, evidenced by the daily living activities of the many residents, while minimizing the noise, mud, trash, and abundance of work vehicles characteristic of construction sites. These Standards were created to establish the builder's key responsibilities and specific expectations relative to the ongoing conditions of each home construction job site and to provide a mechanism for feedback between the builders and the Foundation.

2.1.2 PROPERTY OWNER'S RESPONSIBILITY:

It is the responsibility of each individual property owner to ensure that these standards are met during the construction of improvements to their property. Owners should review these standards with their builders and require that the builders review them with sub-contractors and - to the extent that they apply - suppliers. While the Foundation may initially contact builders or suppliers directly when violations are first noted, ultimately enforcement actions taken by the Foundation will be against the property owner.

2.2 JOB SITE STANDARDS

2.2.1 CONSTRUCTION TRASH BIN:

All home construction job sites will utilize at least a fifteen (15) cubic yard trash bin or a trash trailer for the collection of construction debris easily handled without equipment. The trash bin is required on site before any framing starts, and must remain there until the job is complete.

2.2.2 TRASH BARREL:

All home construction job sites will use a trash barrel or drum for the collection of trash resulting from break time snacks and lunch activities. The barrel must be placed on the job site simultaneously with the trash bin.

2.2.3 CONSTRUCTION SCREENING FENCE:

All home construction job sites will use a four (4') foot tall orange fence to encompass the property throughout the construction process. The screening fence shall be securely fastened to posts of sufficient strength and spacing to ensure its durability throughout the building process. This fence should not be confused with silt fencing (usually black) that may be required by James City County.

2.2.4 TEMPORARY CONSTRUCTION ENTRANCE:

All home construction job sites will construct a construction entrance with a minimum excavated depth of ten (10) inches below the proposed driveway slab elevation and meeting the following specifications:

- a) Construction entrance may be up to fifteen (15') feet wide by approximately seventy (70') feet long with a ten (10') foot apron on each side at curb line as space allows. This driveway must be installed to at least the front line of the home under construction. The driveway should provide adequate room for materials delivery

trucks to maneuver for their deliveries without leaving the construction entrance and tracking mud onto the street.

- b) All stump holes, organic matter, or otherwise unstable material from below sub grade elevation must be removed. Any unsuitable areas must be backfilled with sand, #57 stone, or VDOT size # 3 Stone. Grade the sub grade to smooth uniform condition prior to placing fabric.
- c) Place a non-woven fabric (SUPAC 8NP or approved equal) with seams overlapped a minimum of 18 inches directly over sub grade. Utilize sod staples or the like to remove any ripples or kinks, wrinkles, or gaps in the fabric to make it as tight as possible prior to placing stone. Entrance flares must also be covered with fabric prior to stone placement and properly overlapped.
- d) Place directly over the fabric a minimum of ten (10') inches VDOT Size # 3 open graded aggregate. Stone must be compacted (locked into each other) by a vibratory roller or by repeated tracking back and forth by a track dozer/loader.
- e) Prior to driveway slab construction, areas of contaminated or unstable stone must be removed. Ruts or other voids must be backfilled to the bottom of slab elevations with VDOT Size # 57 stone.

2.2.5 CONSTRUCTION JOB SIGNS:

The builder shall maintain one job sign on the construction site. The sign and text must conform to The Governor's Land specifications for the builder's use (See Appendix B for examples) and will carry the builder's name and telephone number, the architect's name, the lot address and, if approved by the owner, the owner's name. The rear of the sign shall be used for posting permits. The sign will be installed in a visible location on the lot by the builder and shall be maintained by the builder in place throughout the construction period.

2.2.6 TEMPORARY FACILITIES:

The builder shall provide adequate outside portable toilet facilities for construction workers during construction. Locate facilities behind four foot (4') orange screening fence, and as much as possible out of the public view. Portable toilets must open toward the rear of the lot.

2.2.7 LOG PILES:

If log piles are left on the lot, they must be sawed to maximum three-foot (3') length and neatly stacked behind the rear of the house. When a protective covering is utilized on log piles visible from the street, common land, golf course or adjacent homes, the covering must be neatly secured around the wood. The cover color should be earth tone or other unobtrusive hue.

2.2.8 FINAL CLEAN-UP:

At the end of the construction period, the builder must restore all roadways, ditches and drainage ways, including fine grading. These areas must be reseeded. The builder must assure positive drainage with no standing water, clean the lot of all construction debris and trash, and remove all temporary fencing, facilities, equipment, and unused materials.

2.3 JOB SITE AND CREW MANAGEMENT

2.3.1 DAILY PARKING:

All construction vehicles and vehicles belonging to any person working at the jobsite must be parked either on the jobsite or on one side of the roadway bordering the site. Vehicles will not be permitted to obstruct the traffic flow, driveways or mailboxes. Vehicles may not park in the roadside shoulder and drainage ditch, and must not track mud onto the street.

2.3.2 OVERNIGHT PARKING:

No storage containers or workman's vehicles such as trucks, trailers, or vans may be visible on the building site or parked on any road in Governor's Land between 7 p. m. and 7 a. m. Construction equipment such as backhoes, tractors, etc. may be left on the lot while actively in use, and should be parked as unobtrusively and safely as possible. Further, it is understood that the party leaving vehicles or equipment, at any time, assumes all liability arising from so doing.

2.3.3 MAINTENANCE OF ROADS:

The builder is responsible for maintaining the condition of the temporary driveway throughout construction and must immediately clean mud tracked from the job site as well as repair ruts on the shoulders of the road caused by employees, subcontractors or suppliers. If a supply truck tracks mud from the job site or damages shoulders or medians, The Governor's Land Foundation will seek a remedy from the builder, not the supply company. If an unsightly problem continues following notice, The Governor's Land Foundation will remedy the problem and invoice the builder accordingly.

2.3.4 WORK HOURS:

Unless otherwise approved by the ARB, construction work hours will be 7:00 a.m. to 7:00 p.m. Monday through Saturday. No construction activity is permitted on Sundays or holidays. The following national holidays are observed:

| | |
|----------------|------------------|
| New Years Day | Labor Day |
| Fourth of July | Thanksgiving Day |
| Memorial Day | Christmas Day |

NOTE: If a holiday falls on Sunday, the holiday will be observed on the following Monday.

2.3.5 JOB SITE BEHAVIOR:

All construction workers are expected to behave in a polite and respectful manner and shall not disturb other residents or activities in the community. The Governor's Land Foundation reserves the right to control behavior and noise generated by construction workers, by banning disruptive or disrespectful workers from the community.

2.4 COMPLIANCE WITH JOB SITE STANDARDS

2.4.1 PROCESS DEFINED:

The Governor's Land Foundation maintains the authority to remedy any deviations from these standards by way of the following notification process:

2.4.2 FIRST WRITTEN NOTICE:

First, a written notice will be given to the Builder for any issue of non-compliance of these standards with a reasonable time frame (generally forty eight hours) allowed for remedy. This time frame may be less if the severity of the issue warrants.

2.4.3 SECOND WRITTEN NOTICE:

If the problem is not corrected after the first notice is given, a second written notice is mailed, and if possible, hand delivered. The notice will restate the issue of noncompliance and state a deadline for resolving the outstanding issue. This deadline will usually provide the builder with one (1) working day, but may be less if the severity of the issue warrants. Depending on the severity of the violation, the homeowner may be notified at this point, as the homeowner bears the ultimate responsibility for compliance with construction standards.

2.4.4 NOTICE OF CURE BY GOVERNOR'S LAND FOUNDATION:

If after two written notices, the item has not been corrected, \$50 will be invoiced to the Builder, with a copy to the homeowner. If after a reasonable time, the item has still not been corrected, the Governor's Land Foundation may contract to have the work done by another contractor. An invoice for the work, to include an administrative fee, will be mailed to the builder for work performed or the amount may be deducted from the security bonds.

2.5 COMPLIANCE WITH JOB SITE MANAGEMENT REQUIREMENTS

2.5.1 PROCESS DEFINED:

Compliance with the job site management requirements is expected. In the case of non-compliance, the Covenants Committee may, at its discretion, implement one or more of the following actions:

- a) Notify the job site superintendent
- b) Notify the owner/builder
- c) Temporarily close down construction access to the home site until non-compliance or unsatisfactory conditions are corrected
- d) Correct non-compliance or unsatisfactory conditions using Governor's Land resources, including, without limitation, towing construction vehicles and equipment if left at the job site during non-permitted periods, and charging the expenses incurred in such activities against the Conformance Bond remaining on the home site
- e) Take necessary legal action on behalf of the Governor's Land Foundation.

ARTICLE III: INDIVIDUAL LOT DESIGN AND LAYOUT STANDARDS

3.1 MINIMUM REQUIRED IMPROVEMENTS TO LOTS

3.1.1 MINIMUM REQUIRED IMPROVEMENTS:

The following minimum improvements will be required on each developed lot in The Governor's Land:

- a) HOUSE: Any development or improvement of a lot in The Governor's Land must include as part of the initial approval, a single family house which meets the minimum standards in this document, including specific additional standards in any neighborhood addenda. *(See Article V and Appendix C).*
- b) PAVED DRIVEWAY AND FRONT WALK: All lots developed in The Governor's Land will include a paved driveway and a walk to the front door, in accordance with pavement standards specified in Article IV.
- c) EQUIPMENT AND UTILITIES SCREENING: Exterior HVAC equipment, and above ground utility meters shall be screened in accordance with standards in Article IV.
- d) FINISHED GRADING FOR PROPER DRAINAGE: Grading that permits adequate drainage of the lot, including carry-off of drainage from the house and pavements, in accordance with standards in Article IV.
- e) FINISHED AND LANDSCAPED YARD: Every improved lot shall be landscaped in accordance with landscape standards in Article IV. Consult specific neighborhood addenda in Appendix A, as well as general standards in Article IV.
- f) MAILBOX: Required mailbox in accordance with standards in Article IV.

3.1.2 ADDITIONAL PERMITTED IMPROVEMENTS:

Many other additional improvements may be made to properties in The Governor's Land *concurrently with, or after the minimum required improvements have been approved and installed*, and in accordance with appropriate standards in this document. Any proposed exterior improvements to a lot require ARB approval. If a particular desired improvement is not specifically addressed in this book, contact the Foundation's office to determine what submittals are required.

3.2 LOCATING STRUCTURES ON THE LOT

3.2.1 AUTHORITY TO APPROVE SITING:

The ARB has the authority to approve, reject, or require modifications to, an applicant's proposed house siting. ARB Review of appropriate siting is based on the criteria stated below.

3.2.2 BUILDING ENVELOPE:

(See Illustration 3.2.2 in Appendix B) A mandatory building envelope, establishing building setback lines, is delineated on the recorded sales plat for each lot. Any additional construction or clearing constraints, such as "delineated wetland buffers" and drainage easements, are also identified on the plat. Structures shall be located wholly within the building envelope and outside any designated easements, except for encroachments established in this section or as otherwise provided in these standards.

3.2.3 PERMITTED ENCROACHMENTS:

The following architectural elements or site features may be allowed to encroach outside the building envelope subject to ARB approval:

| Elements or Features | Maximum Encroachment | | |
|---|----------------------|------------------------|-------------------|
| | Front Setback | Side Setback | Rear Setback |
| Uncovered porches, stoops, steps, decks and balconies | 5' | None | 12' |
| Grade level patios and pool decks | None | None | 12' |
| HVAC equipment screening enclosure | None | None | ² None |
| Accessory buildings and other structures | None | None | None |
| Swimming pools | None | None | None |
| Driveways (See Section 4.4.1) | Not applicable | 10' from property line | None |

3.2.4 HOUSE SITING:

(See *Illustration 3.2.2 in Appendix B*) The ARB uses several criteria in judging acceptable house siting in addition to the required building envelope. These criteria have an impact on the size and layout of proposed houses. Therefore, applicants should design homes with these criteria in mind.

- a. **ORIENTATION TO THE ROAD:** In general, houses shall face the road. Houses in cul-de-sacs shall generally face the center of the cul-de-sac. Where site conditions make this unnecessarily difficult (in the opinion of the ARB) the ARB may approve alternative site orientation. On corner lots, the ARB may, at its option, approve siting diagonally to the intersection of the roads.
- b. **RELATIONSHIP TO OTHER HOUSES:** Houses generally shall not be located such that extreme variations exist in front setback relative to adjacent houses. The ARB shall determine the extent of variation permitted based on site constraints and house designs. Generally, houses shall be located to avoid facing the side or rear of neighboring houses. Where designs create conditions that would create direct views between house fronts and rear living areas of adjacent houses, the ARB reserves the right to require screening of this view or revisions to the design or siting.
- c. **EXTREME CONDITIONS:** The ARB may waive certain criteria stated above in the case of extreme existing site conditions such as irregularly shaped lots, extreme topographic limitations, legal easements, wetlands, or extremely poor soil conditions.

3.2.5 ADDITIONS TO HOUSES - SITING REQUIREMENTS:

(See also Section 5.4 for architectural standards for house additions).

- a) **SETBACKS:** No addition shall extend beyond the setback limits of the building envelope established for the house.
- b) **EFFECTS OF LOCATION ON PRIVACY OF ADJACENT LOTS:** In general, the siting of additions shall not materially reduce the privacy between neighboring houses. Where this is unavoidable, the ARB may require screening of the view by the applicant.
- c) **EFFECTS OF DESIGN ON PRIVACY OF ADJACENT LOTS:** New windows or access created by the addition or modification shall not materially reduce the privacy between

neighboring houses. The ARB reserves the right to reject certain openings or require screening by the applicant in situations where, in the opinion of the ARB, it is required.

3.2.6 ACCESSORY BUILDINGS (SHEDS) - SITING REQUIREMENTS:

(See also Section 5.5 for architectural requirements for accessory buildings.)

- a) **LOCATION IN REAR YARD ONLY:** No accessory building may be constructed farther forward on the site than the rear plane of the house.
- b) **EFFECTS OF LOCATION ON NEIGHBORING LOTS:** In general the siting of accessory buildings shall not create a breach of privacy for neighboring houses, nor shall it create a visual nuisance to neighboring houses. Where this is unavoidable, the ARB may require screening of the view of the structure by the applicant.
- c) **EFFECTS OF DESIGN ON NEIGHBORING LOTS:** New windows or access created by the accessory building shall not create a breach of privacy between neighboring houses. The ARB reserves the right to reject certain openings or require screening by the applicant in situations where, in the opinion of the ARB, it is required.

3.2.7 SWIMMING POOLS - SITING REQUIREMENTS:

- a) **LOCATE DIRECTLY BEHIND HOUSE:** In-ground swimming pools shall be located within the building envelope and wholly behind the house so as not to be visible from the street, with minimal disruption to natural grades. Above ground swimming pools are not permitted.
- b) **PRESERVE PRIVACY:** Visual screening of swimming pools is required to ensure privacy for both the pool owner and neighbors.
- c) **FENCING REQUIRED:** The immediate area around swimming pools shall be fenced in accordance with state building codes, and in conformance with Article IV, Section 4.7 – “Fences”. See Article V, Section 5.2.7 i) for requirements for spas (hot tubs).

3.2.8 OTHER STRUCTURES - SITING REQUIREMENTS:

- a) **LOCATE WITHIN BUILDING ENVELOPE:** Other structures such as gazebos, arbors, trellises, or other vertical construction shall be located only within the building envelope.
- b) **IMPACT ON NEIGHBORING LOTS:** In general, the siting of other structures shall not create a breach of privacy for neighboring houses, nor shall it create a visual nuisance to neighboring houses or yards. Where this is unavoidable, the ARB may require screening of the view or the structure by the applicant.

3.2.9 VARIANCES:

The ARB does not grant variances to the building envelope except for encroachments as outlined in Section 3.2.3.

ARTICLE IV: PROPERTY STANDARDS

4.1 CLEARING AND LOT PREPARATION

4.1.1 COUNTY ENVIRONMENTAL REQUIREMENTS:

The development of each lot must conform to the James City County Chesapeake Bay Preservation Ordinance for clearing, tree removal, and erosion and sediment control. The ARB does not interpret or enforce these criteria. Contact the County for information.

4.1.2 SITE CLEARING, CUTTING OF TREES:

- a) **ABSOLUTELY NO CLEARING WITHOUT APPROVAL:** No clearing or work of any kind shall commence on any lot until plans and specifications, as defined in these guidelines, have been submitted and approved by the ARB. For new homes an on-site Stakeout Review must be completed and written approval received. The Governor's Land Foundation will seek remedy for violations which may include fines, stop work order, etc.
- b) **INITIAL CLEARING - GENERAL GOALS:** No clearing activity is permitted in RPA areas without prior approval of James City County and the ARB. The retention of all healthy trees greater than eight inches (8") in diameter is encouraged. Additionally, flowering trees (such as dogwood or redbud) and broad leaf evergreens (such as holly, laurel, or rhododendron) in excess of two inches (2") in diameter should be retained if possible. Saving groups of trees is also encouraged. The lot should be cleared of poisonous vegetation, debris and underbrush. The ARB may require the removal of additional vegetation, which is considered obnoxious and unsightly when visible from the street.
- c) **INITIAL CLEARING OF TREES:** Removal of healthy trees with a diameter of twelve inches (12") or greater requires approval from James City County. Total clearing of vegetation is permitted for the house site and a perimeter of 15' outside of the house site, the driveway, and other pavement areas. Clearing beyond these areas in preparation for replacement landscaping, including sod lawns, planting beds and nursery-grown trees, will be reviewed during the on-site Stakeout Review. Reasonable clearing will be permitted in areas outside of designated landscape buffers. Tree stumps shall be removed in a manner to conserve remaining trees or cut at grade. Cleared material may not be dumped on other sites or common areas within the Community. No live vegetation on slopes greater than 1-in-2 gradients will be removed without ARB approval.
- d) **UNDERGROUND UTILITIES:** Underground utilities shall be routed through cleared areas whenever possible. Where underground utilities are installed in wooded areas, extra care shall be taken to minimize cutting of roots within the drip line of existing trees.
- e) **LANDSCAPE BUFFERS:** (See Section 4.2.2) No trees greater than five (5") inches in diameter may be removed from the landscape buffers without prior ARB approval. Lower branches of trees in landscape buffers may be thinned to permit improved views.
- f) **REQUIRED REMOVAL OF DEAD OR DISEASED TREES:** All dead and diseased trees (unless in restricted wetland buffer areas) must be removed.
- g) **REQUIRED TREE REPLACEMENT:** On lots where no significant trees can be saved, or where clearing is subsequently performed beyond what was approved, the ARB reserves the right to require the planting of nursery grown trees in accordance with the criteria in the landscaping section of these Standards.
- h) **TREE REMOVAL AFTER INITIAL CLEARING:** Subsequent removal of trees greater than five (5") inches in diameter must be approved by the ARB. The ARB and James City

County must approve removal of trees greater than twelve (12”) inches in diameter. Where removal of any tree over five inches in diameter is requested due to reasons of the health of the tree, the Foundation may require the homeowner to provide a Certified Arborist’s opinion in the event that the ARB disagrees with the Owner as to the necessity to remove it. Tree stumps shall be removed or ground down to grade level.

- i) All trees and shrubs that are part of the approved landscape plan that subsequently die, must be removed and replaced. Any requirement to remove dead trees and/or vegetation from “natural” portions of the lot will be based on any adverse impact (to include aesthetics) on the community and considered by the Covenants Committee on a case-by-case basis.

4.1.3 GRADING AND EROSION CONTROL:

- a) **PREVENT EROSION DURING CONSTRUCTION:** Comply with applicable government regulations and code requirements in preventing silt runoff. Erosion control devices shall be installed prior to construction. Any mud or silt runoff onto adjoining properties or streets shall be immediately stopped and removed. See also Article II of these Standards.
- b) **GRADING FOR DRAINAGE:** Final grading shall conform to the drainage design on the approved site plan. Grading design must not alter the natural drainage pattern, and may not concentrate run-off onto adjacent lots or the golf course. Any piped connections to the public drainage system structures require ARB and James City County approval. If natural drainage flows across the lot from adjacent lots, common area or the golf course, this flow may be diverted on the lot to avoid structures and other lot improvements; however, normal flow cannot be blocked nor can it be diverted off-site. Upon completion of grading, if areas of ponding water remain on graded areas after rain periods, the grading shall be corrected to eliminate this condition.
- c) **STEEP SLOPES:** If the angles of slopes that result from site grading do not permit quality maintenance in grass, the slope shall be stabilized with spreading ground plants or terracing. In general, existing slopes in excess of a 1-in-2 gradient, not in the area of the house, cannot be disturbed.
- d) **TERRACING AND RETAINING WALLS:** To the extent possible, grading should blend with the existing contours of the lot. Where necessary to stabilize slopes, the applicant shall provide retaining walls, stepped terraces or other forms of permanent erosion control as may be required by the ARB. If retaining walls are used, they must be approved by the ARB and must be constructed of approved materials such as treated timber, brick, stone, or pre-cast architectural blocks.
- e) **CONCENTRATED RUNOFF:** Concentrated runoff may not be directed toward neighboring lots. Preferred method of drainage is underground piping. Any proposed surface drainage improvements such as rip rap, natural colored stones, culverts, swales, berm, etc, must be designed as an integral element in the landscaping of the lot, be installed according to best engineering practices, and must be approved by the ARB. (See Section 4.2.5 c).

4.2 LANDSCAPING

4.2.1 GENERAL RECOMMENDATIONS:

Plants should be chosen for the best long-term plant life and appearance. This will vary depending on sun exposure, soil type, topography and drainage. Also, it should be noted that vegetation in some parts of The Governor’s Land is susceptible to destruction by deer. No new landscaping shall commence until all trash, stones, gravel, branches, weeds, and construction debris have been removed from the lot. Sufficient topsoil to assure success should be placed prior to any landscape planting.

4.2.2 LANDSCAPE ZONES:

There are three defined “zones” on each lot that have differing landscape requirements. Each is defined below (*See Illustration 4.2.2 in Appendix B*):

- a) ZONE “A” - LANDSCAPE BUFFER: On the plat for each lot, a “landscape buffer” or “landscape setback” has been defined around the lot perimeter. These buffers are to provide visual consistency at roadways and the golf course, and reasonable screening between homes. No architectural elements or site features may encroach into front landscape buffers except driveway, walks, approved landscaping, approved fencing, or approved site lighting. Encroachments into side landscape buffers will be the same as building envelope encroachments. No encroachments are allowed in rear landscape buffers except improvements specifically permitted in other sections of the Standards. For lots plated in the later stages of development and for which no landscape buffer or setback was defined, the landscape buffer or setback will be considered to be 10’ from the property lines.
- b) ZONE “B” - LANDSCAPED YARD AREA: These areas are not defined on the plats, but include the areas between the designated landscape setback and the designated building envelope. General finished landscaping and approved special landscaping is permitted in these areas along with permitted encroachments outside the building envelope, fences, play equipment and pool decks (rear yard areas only), and pavements.
- c) ZONE “C” - BUILDING ENVELOPE AREA: This area is defined on the plat of each lot. All approved structures are permitted in these areas in addition to landscaping. All areas within the building envelope must either be built, paved, or landscaped.

4.2.3 REQUIRED MINIMUM LANDSCAPING - ALL LOTS:

All portions of lots not containing approved structures, pavements, or other permanent improvements, shall be landscaped with vegetation utilizing a combination of the elements defined below. No areas of exposed, non-landscaped soil, as opposed to natural areas, are permitted on any lot.

- a) LAWNS: Sod shall be installed in all new homes, front and side lawn areas between the street and the rear house corners. All other open yard areas not otherwise landscaped shall be seeded or sod to create a uniform lawn, using a turf grass appropriate to the soil and climate conditions. Front and side lawns shall be green year round.
- b) SHRUBS, PLANTING BEDS AND MULCHED AREAS: Areas that are not landscaped as lawn or as natural areas shall be landscaped as planting beds or mulched areas. The distinction between lawn and planting beds or mulched areas shall be clearly and neatly defined. See 6.2.1 h) for guidelines on Landscape Edging. As a guiding principle the ARB will only approve materials and designs that fit in naturally and harmoniously with the landscaping standards of the GL community. Planting beds may include spreading groundcover, shrubs and trees. Spacing between plants in beds, or between plants and the perimeter of the bed, should not exceed the spacing as outlined in Section 4.2.3 c). Open soil between plants shall be maintained with pine needles, pine bark, or shredded hardwood mulch.

Large expanses of mulch beds bordering driveways or streets are generally prohibited. When mulched areas are near open surfaces, they should be designed so as to minimize washout of mulch.
- c) FOUNDATION PLANTING: Foundation planting is required along the front facade of the house and along other areas as designated by the ARB such as decks, fenced enclosures, or other highly visible foundation areas. Foundation beds at the front of houses shall meet the following criteria unless otherwise approved by the ARB:

- 1) Foundation beds shall be a minimum of four feet (4') wide from the house foundation or paved ground gutter.
- 2) Foundation beds shall contain a combination of the following types of materials in the required size and density:

| EXAMPLE PLANT TYPES | MINIMUM SIZE | MAX. SPACING |
|---|--------------|----------------------------|
| Groundcover (e.g. periwinkle, lirioppe, pachysandra) | 2 1/4" pots | 12" staggered rows |
| Small shrubs (e.g. euonymous, helleri holly, azalea) | 18" - 24" | 30" (when in rows) |
| Larger shrubs (e.g. hollies, boxwood, pyracantha, arborvitae) | 24" - 30" | 48" |
| Evergreen, flowering or specimen (ornamental) trees (e.g. Nellie Stevens holly, redbud, Japanese red maple) | 5' - 6' | Individually placed |
| Flowers, bulbs | | Supplemental planting only |

- d) **MINIMUM TREE REQUIREMENT AND TREE REPLACEMENT:** Front yards and street-facing side yards of corner lots shall maintain a minimum number of mature trees equal to a total density of one (1) tree per 1000 s.f. of open yard including pavement areas. Where existing conditions or clearing leaves the front yard or side yard of corner lots with fewer trees than this required density, new nursery grown trees shall be planted as required to meet this density. Trees may be planted individually throughout the yard areas or in groupings in clustered areas. New trees that are to be counted toward the required minimum number of trees shall be a minimum of two & one-half inch (2½") caliper hardwood trees and / or eight to ten feet (8' - 10') evergreen, flowering or specimen trees. *(See Illustration 4.2.3 in Appendix B)*

| TREE TYPE | MINIMUM SIZE TO MEET DENSITY REQUIREMENT |
|--|--|
| Evergreen and ornamental trees (e.g. Nellie Stevens holly, redbud, Japanese red maple) | 8' - 10' |
| Hardwood/canopy trees (oak, maple, gum) | 2 ½" Caliper |

- e) **NATURAL AREAS:** Natural areas, as defined for landscape purposes, are those wooded areas left in a generally undisturbed state. The defined area must be maintained to control the sucker and other undesirable wild ground cover. Periodic mulching of the natural area or the application of vegetation control products is necessary. Selective limbing and pruning should also be considered for natural areas. Landscaping enhancements are encouraged including shrubbery, under-story flowering trees and evergreens.

4.2.4 LANDSCAPING USED FOR REQUIRED SCREENING:

- a) **DRIVEWAY SCREENING:** The ARB has the right to require landscape screening along the length of all driveways and garage pads unless sufficient natural screening is left in place. The ARB shall determine the sufficiency of existing screening. New screening shall include evergreen shrubs (30" minimum height) planted at a maximum spacing of

four feet (4') on center, and/or evergreen trees (6' - 8' minimum height) planted at a minimum of six feet (6') on centers.

- b) **UTILITY BOXES/GRINDER PUMP/METER SCREENING/RAIN BARRELS/IRRIGATION PIPES:** (See also Section 4.5.1) When landscaping is used for screening, the standard requirement will be for densely shaped evergreen shrubs or trees of an installed height at least 2/3 the equipment height, placed to provide a continuous screen on all stipulated sides. Planting can be in a continuous row or staggered. A variety of shrubs/trees may be used in addition to single species solutions. It shall be the responsibility of the homeowner to submit to the Board a plan and proposed plant types for review.
- c) **ARCHITECTURAL SCREENING:** Where the ARB has required vegetative screening of architectural elements such as a large expanse of blank house wall, screening shall be accomplished using evergreen, specimen, or hardwood trees at the owner's option unless a type is specified by the ARB. Minimum sizes shall be eight to ten feet (8' -10') for evergreen or specimen trees, and two and one-half inch (2 1/2") caliper for hardwood trees.
- d) **PRIVACY SCREENING:** In yard areas where privacy screening is desired, such as to screen views from roads to back yards, or to screen the view of pools or spas (hot tubs), such screening shall be accomplished with vegetation, such as large shrubs and/or evergreen trees. See 5.2.7 i) for more on spas (hot tubs). Plantings are encouraged to be naturalized using staggered locations and/or plant types and sizes; however, the ARB may also consider a defined hedge. Such screening shall be submitted for review and will be judged on a case-by-case basis. Criteria for review include the relative severity of the lack of normal privacy as compared with other properties in the community, and the visual impact of the screening on adjacent lots, roads, or the golf course.

4.2.5 RESTRICTED LANDSCAPING:

- a) **RIGHT-OF-WAY:** It is the responsibility of the homeowner to plant and maintain grass or sod in the roadway right-of-way adjacent to the lot, from the property line to the edge of curb. Other landscaping in the right-of-way must be approved by the ARB. Shrubs or trees that will impede normal safe viewing distances from driveways and along the road will not be permitted.
- b) **LEGAL EASEMENTS:** Easements for utilities slope or drainage may be present on a lot. The homeowner must maintain any easements shown on a lot. Because of potential damage or interference with easements, no structures, trees, fencing, etc. may be placed on such easements without the prior approval of the ARB. Any improvements approved by the ARB will be placed at the homeowner's risk; with the understanding that such improvements may have to be removed to service the easement.
- c) **SPECIAL LANDSCAPE FEATURES:**
 - 1) Any earthwork creating changes in topography, site drainage, or creation of ponds, pools, or other water features must be approved by the ARB.
 - 2) **STONES AND BOULDERS:** Use of stones for decorative and edging purposes will not be approved. Use of stones in landscaping must be approved by the ARB, to be based on identifiable drainage problems (see Section 4.1.3 e). Large stones and boulders used as accent features must be natural and require ARB approval. Per Section 4.3.1.e of the Handbook, stones cannot be permitted around mailboxes. Additionally, stones shall not be used to mask puddling of water in lawns, landscape beds or natural areas.
 - 3) **EROSION CONTROL:** Plantings are the preferred method of erosion control. However, when plantings are not practical, the use of stones as an alternative method for erosion and drainage control will be considered as long as:

- The stones do not appear to be a dominant feature in the landscape.
 - They blend in with the surrounding area being controlled (i.e. stones with darker earth tones in mulched areas).
 - “Mounding” of the stones is avoided. The top layer of stones should be no higher than the immediately adjacent areas.
 - They are used as sparingly as reasonably possible.
 - Visibility of the stones is minimized. If necessary install appropriate evergreen plantings in and/or around the stones to help screen them from view.
- d) LANDSCAPING IN RPA BUFFER: Only landscaping that is consistent with natural vegetation is permitted in RPA areas, and must be approved by *both* James City County and the ARB. JCC approval does not guarantee ARB approval.
- e) ENVIRONMENTAL OR OTHER ACCESSORIES/ELEMENTS: Items not addressed in these standards, such as ones designed to meet environmental conditions, (e.g. drought or excess drainage etc), must be submitted to the ARB for approval.

4.2.6 PROHIBITED LANDSCAPING:

The use of any form of artificial or exotic vegetation, including in pots and window boxes, is prohibited. The ARB may reject any proposed landscaping design, layout, or material that is not consistent with the general landscape context of properties within The Governor’s Land.

4.3 LANDSCAPE ACCESSORIES

4.3.1 MAILBOXES, HOUSE NUMBERS:

- a) Mailboxes must be obtained from the Governor’s Land Foundation, and installed utilizing the standard Governor’s Land post, with house numbers (*see Illustration 4.3.1 in Appendix B*). Maintenance of the mailbox is the responsibility of the homeowner. Repair and/or replacement may be contracted through The Governor’s Land Foundation office at a group rate. The standard approved design, paint color, and numbers must be used for all repaired or reconditioned mailboxes. Appearance/maintenance standards for mailboxes are in section 6.2.3.
- b) Specifications are:
- Mailbox color is Sherwin Williams Governor’s Land Blue water base all surface enamel (or equivalent) Super Paint Gloss-Acrylic.
 - Post and paper box color is Sherwin Williams Super Paint #2123 Latex Gloss (or equivalent).
 - Specified address numbers are available at the office.
 - Copper sheaths and caps are allowed, available through the GLF office.
- c) Additional house numbers, names or other texts are not permitted on the house or elsewhere on the property.
- d) No vines, trellis, flags, or shrubs may obscure the numbers on either side of the post. Numbers must be kept clean on both sides of the box for emergency purposes.
- e) Landscaping such as specialty grasses, mulch, juniper etc. may be used at the base of mailbox posts. No blocks, stones, pavers, rip rap, or other material may be used unless it is an integral element in the landscape plan and approved by the ARB.

4.3.2 CLOTHESLINES:

Exterior clotheslines are not permitted.

4.3.3 FLAGS AND FLAGPOLES:

A maximum of two flags may be flown on property visible from any common land in accordance with the standards stated below:

- a) **VERTICAL FLAG POLES:** One vertical flagpole will be allowed for the sole purpose of flying no more than two sovereign, or US Military flags upon approval of the pole design and location in accordance with the following criteria:
 - The pole is a pre-finished metal pole and a maximum height of 25 feet (25’).
 - The flag is no larger than four feet by six feet (4’ X 6’) and will be an appropriate size in relation to the height of the pole.
 - The fully extended flag does not touch the house and the pole is placed no more than seven feet (7’) forward of the house elevation closest to the street.
 - Permanent flagpoles are also permitted in the rear yard, but no closer than 20’ to any side property line.
 - Torn and tattered flags are to be replaced.
- b) **FLAGS MOUNTED ON HOUSES:** Decorative flags, US Military flags and sovereign flags (USA, Virginia, James City County) may be flown from flag standards of six feet (6’) or less in length, mounted on the house. A maximum of two standards visible from common land is allowed on the property.

4.3.4 SIGNS:

No signs (including but not limited to house numbers, plaques, placards, symbols, emblems, insignias, logos, crests and notices) other than builder, real estate or security signs as defined below are permitted on any lot.

- a) **BUILDERS’ SIGNS:** A maximum of one builder’s sign, matching Governor’s Land specifications (*see Illustration 4.3.4 in Appendix B*) is permitted on any lot during construction. See Article II for sign requirements.
- b) **REAL ESTATE SIGNS:** Real estate signs, matching Governor’s Land specifications (see Appendix B) shall be placed in the front yard only. Rear yard signs facing the golf course or other community amenities are not permitted.
 - 1) Name riders conforming to the following criteria are permitted: Must be made of wood the same thickness and same colors, in the same combination, as current real estate signs; must not exceed twenty-four inches (24") wide by six inches (6") high; must be securely fixed to the post with two fasteners; must be placed beneath the real estate sign; and may contain the agent’s name and phone number.
 - 2) No more than one rider may be displayed at any time. Sold or Under Contract riders meeting the above criteria may be installed if the name rider is removed.
- c) **SECURITY SIGNS: (March 2004)**

Security alarm signs may be installed on lots with homes that have security systems installed.

Only one sign may be displayed that is visible from the street, golf course, pond or common area.

The sign must be unobtrusive in color & size and must not exceed 12”x12”.

The sign must be displayed in an unobtrusive place close to the house, preferably in a shrubbery bed.

4.3.5 MINOR STRUCTURES:

- a) Miscellaneous small structures such as arbors, fountains, permanent barbecue/outdoor kitchen equipment, fire pits, waterfalls/ponds, rain barrels, etc. must be approved by the

ARB as to design, size and location. These items will generally be restricted to rear yards only. The ARB reserves the right to restrict the design, size, and placement of such structures, and/or to require landscape screening, in order to limit visibility of the structure and activity associated with it, from off site.

- b) All arbors, fountains, permanent barbecue/outdoor kitchen equipment, fire pits, waterfalls/ponds and similar larger projects require neighborhood review prior to approval by the ARB. Once approved, a stake out inspection is required as described in 1.5.5, to be completed prior to beginning any clearing or construction activity. At the completion of the project, a final construction inspection is required. All inspections are scheduled through the GLF office.

4.3.6 YARD ORNAMENTS:

Yard Ornaments, including but not limited to armillary spheres, gazing balls, sundials, statues, sculptures, urns, pottery, artifacts, etc. are subject to review by the ARB for design, size, quantity, material, color and location.

- a) Yard Ornaments may be approved if they meet the conditions of both (1) and (2) below:
 - 1) No more than two (2) ornaments are visible when viewed from the street, golf course, pond or common area. This means any additional ornaments are screened from view by landscaping in order to maintain a harmonious appearance.
 - 2) If the ornament is visible from the street, golf course, pond or common area, it may, at the sole discretion of the ARB, be acceptable if it supports the overall design and character of the house, landscaping, and streetscape. This means that the ornament neither dominates nor is distinctly different from the other elements of the house façade and/or landscape. Values to be used in judging this include:
 - Size: limited to thirty inches [30"] in height with a base footprint no larger than twenty-four inches by twenty-four inches [24" x 24"].
 - Color: consistent with house color scheme if on the house, porch or steps; natural and neutral if in the yard..
 - Material: may be made of cement, ceramic, stucco, cast materials, wrought iron, metal or natural material. Yard ornaments made of plastic are specifically prohibited.
 - Location: well integrated within the landscape so that it is part of the overall design scheme
 - Design: neutral and consistent and supports an overall design theme. Ornaments including word messages, known symbols, human statues and figurines are specifically prohibited.
- b) Initial installation of landscape screening in order to fulfill the visibility requirement must be maintained as approved, or the ornament(s) must be removed.
- c) Seasonal decorations on or adjacent to mailboxes (to include flags or banners not to exceed twelve inches by sixteen inches [12" X 16"] in size) may be displayed for up to a month.
- d) Benches and other large ornamental features are considered to be part of the overall landscaping and must be submitted as part of the landscaping plan, Benches will be considered for front, side and rear yards. Other large ornamental features, including birdbaths, are specifically prohibited in front yards and areas visible from the street.

4.4 PAVEMENTS

4.4.1 DRIVEWAYS:

(See *Illustration 4.4.1 in Appendix B*) Every improved lot in The Governor's Land shall have a single paved driveway that conforms to the following criteria:

- a) **DRIVEWAY WIDTHS:** Unless otherwise approved by the ARB, driveways shall not exceed twelve feet (12') in width from the apron to the garage pad, including any approved border or edging. Aprons may flair to 16' wide. At side entry garages the width of the pad, extending out from the door, shall be a minimum of 25' wide. At rear entry garages the pad width extending out from the door shall be a minimum of 30' wide. (*See illustration in Appendix B*).
- b) **PAVEMENT:** Driveways shall be constructed of concrete, asphalt with brown stone chip-and-seal overlay, or approved pavers. Concrete shall have exposed gray or brown aggregate finish or approved simulated paver finish. Plain asphalt or gravel driveways are not permitted. Decorative borders, edging or patterned pavements require ARB approval, and they must be within the twelve-foot maximum width.
- c) **SETBACKS:** Driveways shall be held a minimum of 10' off side property lines. Exceptions of less than 10' from the side lot line must be approved by the ARB and will require landscape screening. See Section 4.2 in this Article for specific requirements. Driveways to rear entry garages shall also be held a minimum of three feet (3') off the side of the house.
- d) **GRADING:** Driveways shall be designed as much as possible to the natural grade of the lot. Where significant re-grading is necessary, maintain adjacent landscape slopes no greater than 3 to 1 for lawns, or 2 to 1 for ground cover, or provide retaining walls as approved by the ARB.
- e) **CURB CUTS AND APRONS:** Driveways shall tie directly into the roll curb at the street, or at the property owner's option, the roll curb may be removed and replaced with a Virginia Department of Transportation (VDOT) approved curb cut, at the responsibility of, and cost to, the lot owner. Curb cuts shall be finished with exposed aggregate concrete.
- f) **SPECIAL DRIVEWAYS:** Circular driveways, driveways with two curb cuts, and driveways with parking areas in front of the house or other special conditions are generally discouraged where they substantially reduce the front yard. The ARB may approve applications where they feel that the front yard appearance will not be adversely affected or for other extenuating circumstances which, in the sole opinion of the ARB, warrant such an approval as an exception.
- g) **GATES AND PILLARS:** To preserve the streetscape, driveway entrance gates or pillars are not permitted.
- h) **DRIVEWAY EDGES:** Posts, boulders, stones, flags, etc., are not approved methods of edging driveways.

Where driveway edge definition is desired, it should be accomplished with landscaping. For permitted edging methods see 6.2.1 h) Landscape Edging.

Decorative path light fixtures will be considered on a case-by-case basis under the criteria for Landscape Lighting. See 4.6.3.

4.4.2 FRONT WALKS:

- a) **LOCATION:** Front walks may extend from the front steps to the driveway and/or, upon approval of the ARB, to the street. The ARB may require alteration of walk locations for the purpose of improving landscaping, grading, or visual organization of the front yard.

- b) DESIGN: All front walks shall be paved of brick, exposed aggregate concrete, concrete pavers, embossed concrete or cut stone (mortar-set). Walks should be between three feet (3') and four feet (4') in width, widening as required to the front steps width.

4.4.3 OTHER PAVEMENTS:

- a) OTHER WALKS: Secondary walkways located behind the front plane of the house or in the rear yard may include loose-laid stone in gravel or a mulch bed, in addition to approved hard surface materials. Continuous landscape edging will be required along soft surface walks.
- b) PATIOS (GROUND LEVEL): See also standards for raised terraces in Article V. Ground level patios are permitted of hard-surfaced materials as approved for front walks, but may include sand set stone or masonry. The ARB will judge the design, size, and location of patios on a case-by-case basis, using the relative visual impact on the lot and neighboring lots, as the criteria for approval
- c) The ARB will often require a stake out inspection as described in 1.5.5 prior to beginning any clearing or construction activity. At the time of plan approval the ARB will specify if such inspections are required.

4.5 MECHANICAL, ELECTRICAL AND COMMUNICATIONS EQUIPMENT

(See also 4.2.4b)

4.5.1 HVAC EQUIPMENT AND GENERATOR SCREENING:

- a) LOCATION: Equipment should be placed at the rear of the house or on either side towards the rear plane of the house. No equipment will be allowed near the front plane of the house.
- b) SCREENING: Required screening of exterior mechanical, gas powered, or electrical equipment or machinery is by finished (stained or painted to match house trim) vertical board fence, properly supported, trimmed, level, and plumb. (Alternate landscape screening of equipment other than HVAC or generators is acceptable in accordance with requirements in Section 4.2 of this Article). The ARB may require more extensive landscape screening in addition to fencing. Equipment shall be screened on all visible sides. Spaces between vertical boards shall be two inches (2") maximum. The height of the screening enclosure shall be at least as high as the equipment screened, but not more than one foot (1') higher

4.5.2 GAS AND ELECTRIC METER SCREENING:

Gas and electric meters shall be located so as not to be visible from the street. When, in the opinion of the ARB these are in a highly visible location, screening with landscaping may be required.

4.5.3 IRRIGATION PIPES AND OTHER EQUIPMENT:

Shall be located so as not to be visible from the street, and as much as possible, out of view of the golf course, pond or common area, or be screened in accordance with Section 4.2.4 b).

4.5.4 SATELLITE DISHES AND BROADCAST ANTENNAS:

- a) LOCATION: TV broadcast antennas should be located inside an attic area. To the extent feasible, satellite dishes should not be visible from the street. The following priorities shall be observed in determining dish locations:

- 1) Mounted directly on the rear of the house, on a roof plane facing the rear, or on the backside of a chimney.
 - 2) Mounted on the ground in the rear yard.
 - 3) Mounted on a pole, existing structure, or a tree in the rear yard if no clear signal may be obtained in any of the above locations.
 - 4) If it can be demonstrated to the ARB that no clear signal may be obtained in any of the above locations, the satellite dish may be mounted on the ground. Or, if necessary, it may be mounted on a pole in the front yard, or on the front plane of the house. Landscape screening may be required.
 - 5) Satellite dishes and antennas must be removed when the service is changed or discontinued.
- b) **APPEARANCE AND SCREENING:** Insofar as possible, the visibility of dishes shall be minimized using one or both of the following methods:
- 1) Screen the dish from view with natural plantings, trees and shrubs; to the extent they do not compromise the signal reception.
 - 2) Use a dish with a dark or muted color, or paint the dish a muted color to blend with the background surface or with the surrounding landscape.
- c) **SUBMITTAL AND REVIEW BY THE ARB:** Proposed location and design of dishes shall be submitted to the ARB for review. Under Federal law dishes that meet the requirements of this section may not be denied by the ARB as to type or placement. Residents are encouraged to use care in the selection and placement of dishes to preserve the appearance, standards and character of The Governor's Land.

4.6 EXTERIOR LIGHTING AND FIXTURES

4.6.1 POST LAMPS:

Post lamps shall be of a traditional style lamp fixture. The fixture shall be mounted on a traditional style post, generally not more than 8' to 10' tall. The lamppost should be located near the intersection of the front walk and the driveway. Other locations must be approved by the ARB.

4.6.2 HOUSE MOUNTED LIGHT FIXTURES:

Permitted fixtures mounted on houses or dependencies include wall mounted traditional style decorative lights at doors and garage entrances (compatible with the style of the house), ceiling mounted porch lights, and eave-mounted security lights. Lights mounted at other locations or for other purposes must be approved by the ARB. Eave mounted floodlights shall be hooded fixtures (no bare bulb in socket), shall direct light completely within the individual lot area and shall not be installed forward of the front corners of the house.

4.6.3 LANDSCAPE LIGHTING:

In evaluating requests for landscape lighting, the ARB will give serious consideration to the impact of the proposed lighting on the streetscape, neighboring properties and common areas.

- a.) **LOCATION:** Landscape lighting is permitted in Landscape Zones "B" and "C", and limited areas of Landscape Zone "A". Landscape lighting will not be permitted in Landscape Zone A behind the front corners of the house. Landscape lighting to be installed in an RPA area must be approved by both James City County (JCC) and the ARB. JCC approval does not guarantee ARB approval. All landscape lighting must be directed within the boundaries of the property.

b.) **PERMITTED FIXTURES:** Landscape lights shall be low voltage fixtures with a maximum of 35 incandescent watts except as otherwise noted. Non-incandescent lights shall have a lumens output no greater than the incandescent equivalent. Light emitted must be in the “warm white” spectrum not to exceed 4000 Kelvin. The ARB reserves the right to use a light meter to determine the acceptability of any lights.

- 1) **Pathway Lights:** Path lights must be integrated in landscape beds or camouflaged in adjacent shrubbery so as to be not readily visible. Their design shall be consistent with typical path lights containing an invisible light source, which casts light down on a pathway or pavement (see Illustration XIII). Pathway lights shall have a maximum of 20 incandescent watts (or a lumens output no greater than the incandescent equivalent for non-incandescent lights). Light installations that appear as rows of lights will not be approved.
- 2) **Directional Floodlights on Front Facades and Up-Lights for Trees:** Fixtures must be integrated in landscape beds or camouflaged in adjacent shrubbery so as to not be readily visible.
- 3) **Tree-Mounted Down Lights (“Moon Lights”):** The height of tree-mounted down-lights shall not exceed the height of the house. Lights must be installed in such a way that the light source is not visible to neighboring properties

4.7 FENCES, WALLS AND GATES

Any reference to, or standard governing fences or walls, also includes gates as applicable.

4.7.1 APPROVAL PROCESS:

- a) To maintain the open nature of Governor’s Land, alternatives such as landscaping are encouraged in lieu of fences. Requests for fences, walls and gates will require neighborhood review and comment, and the ARB has the absolute and exclusive right to reject any request. Fences required for pools or utility screening must meet James City County codes and are addressed in Sections 3.2.7 c) and 4.5 of this document. No fence may be replaced without ARB approval. Any fence application submitted after August 28, 2012 will be subject to these standards.
- b) The ARB will often require a stake out inspection as described in 1.5.5 prior to beginning any clearing or construction activity. At the time of plan approval the ARB will specify if such inspections are required.

4.7.2 CLASSIFICATIONS:

There are three (3) classifications of yard enclosures in The Governor’s Land:

- 1) Fences (includes gates).
- 2) Walls (includes gates).
- 3) Wildlife Barrier Fences.

Each classification has different requirements and limitations, as defined below.

SUPPLEMENTAL NEIGHBORHOOD RESTRICTIONS: Additional restrictions on permitted fence styles and locations apply to lots in certain neighborhoods. See Appendix A.

4.7.3 FENCES:

Fences used to enclose, separate, delineate or enhance a yard will be considered by the ARB on a case-by-case basis, and only as part of a complete landscape plan. Fences are not permitted to enclose entire yards and may not extend to any lot line. No fencing is permitted

in areas of any lot designated as being within the RPA. Consult James City County for restrictions on RPA land, which is protected by the Chesapeake Bay Act. To be approved, the application shall demonstrate that the fence and/or fenced area is integrated into the landscape planting design and supports the overall aesthetic of the design theme. Simple enclosed pen areas or arbitrary fence lines will not be approved.

- a) PERMITTED FENCE TYPES (See Illustration 4.7.3 in Appendix B: Permitted styles include decorative picket fences, wrought iron or matching finished aluminum fences. Fences may be up to 48” high to the top of the fence, except that posts or piers may be higher as appropriate to the design. Picket fences may be constructed of treated wood, naturally decay resistant wood or paintable cellular PVC and must be either painted or stained with an approved color. Iron and aluminum fences shall be factory painted in black. Other products or materials will be considered by the ARB, but will not be approved if they do not equal the aesthetic appearance of permitted fence types.
- b) LOCATIONS:
 - 1) REAR YARDS: Fences may be permitted in rear yards up to the landscape setback as defined on each plat (defined in these Standards as Landscape Zone A), or, if not defined on the plat, no closer than 10’ to the side or rear lot line. Exceptions to the rear line setback will be considered for lots that back up to undeveloped wooded common areas not visible to neighbors, the street, golf course or ponds.
 - 2) FRONT AND SIDE YARDS: A decorative picket fence or an alternative approved style using high quality craftsmanship may be considered for limited use in areas forward of the rear plane of the house, including limited front yard areas, where the fence is used to complete an architectural or landscape design, and such design and location is acceptable as a part of the overall streetscape of the neighborhood, in the opinion of the ARB. Height may not exceed 36”. Special designs, which frame and accent the house, may be permitted to include decorative gates and arbors.
 - 3) CORNER LOTS: In rear yards bordered by a street on corner lots, fences shall not extend to the street facing side beyond the rear corner of the house closest to the street. Screening shrubbery or trees are required along the outside of the fence on the street side.
 - 4) RESOURCE PROTECTION AREA (RPA) LOTS: Unless prior approval is received from both James City County and the ARB, no fencing is permitted in areas of any lot designated as being within the RPA. Consult James City County regarding RPA restrictions on property that is protected by the Chesapeake Bay Act.
 - 5) POND AND GOLF COURSE LOTS: Fences must be no closer to the side lot lines than the rear corners of the house. Fences shall not extend closer than 25’ from the rear property line or pond shore. Fences shall be limited to 36” in height except for approved swimming pool enclosures which shall be the minimum height necessary to meet the James City code.
 - 6) EASEMENTS: All GL lots have easements of either 5’ or 10’, depending upon the neighborhood. These easements provide access to ponds, dams or BMP’s that require periodic maintenance.
 - 7) LANDSCAPE SCREENING: Screening shrubbery or trees will be required along the outside of any fence where noticeably visible (in the opinion of the ARB) from the street, golf course, ponds, common area and other neighbors. Lots backing up to common areas that are **not** visible to neighbors are exempt from adding additional landscaping. If these fences become visible in the future, landscaping will then be required. The minimum installed height of landscape screening must be at least 30”. For golf course and pond lots the height of mature plantings must be maintained at a height equal to that of the fence and kept neatly pruned. This landscape screening

must be maintained, and replaced if ever removed for any reason.

- 8) **ADJOINING FENCES:** Where a fence has been constructed on an adjoining lot up to a side or rear property line that abuts a lot, an approved fence of the same or similar design may be designed on that lot to meet (abut) the adjoining fence. No fence may be constructed directly alongside a property line that has already been fenced by a neighbor.

If the neighbor removes his fence, including the adjoining fence segment, the new fence segment shall meet the existing standard as to location.

4.7.4 BRICK OR STONE WALLS:

(See Illustration 4.7.4 in Appendix B). Brick or stonewalls are subject to the same location and height limits as yard fences, except that limited walls attached to the house, and designed to augment its architecture, will be considered in other locations and/or heights as appropriate to the architectural scheme.

4.7.5 WILDLIFE BARRIER FENCES:

Wildlife barrier fences shall include fences and screens designed specifically to prevent passage of wildlife on home sites and to protect landscaping from wildlife damage or destruction. Wildlife fences shall include single or double strand wire, welded wire fabric, or synthetic mesh fabric, supported on posts or draped on landscaping. Electrified wire fences are included. Any fence meeting the definition for one of the other fence types as defined in these standards, regardless of whether or not it is used for wildlife control, shall be required to meet the Standards for that fence type, including materials, location and height. The ARB reserves the right to approve or disapprove any wildlife barrier fence purely for aesthetic, safety or any other reason. The following additional limitations apply to wildlife barrier fences:

- a) **LIABILITY:** Low visibility wildlife barrier fences that cross open yard areas and electrified fences could cause injury to humans. The ARB and/or The Governor's Land Foundation do not endorse the use of such fences. The use of a wildlife barrier fence by an Owner shall impose no liability of any kind whatsoever on The Governor's Land Foundation, its representatives, employees, agents and/or committees. The Owner shall indemnify and hold The Governor's Land Foundation and its representative, employees, agents and/or committees harmless from any claims, causes of action, and/or liability of any type resulting from the use of a wild life barrier fence. The fence owner holds sole and full responsibility for any liability resulting from the use of such fencing.
- b) **LOCATION AND USE:** The ARB may consider any location for wildlife barrier fencing. Approval criteria for such fencing will be visibility from common areas or adjacent lots. Synthetic mesh, draped over or set close to shrubs with small, dark colored supports, will be considered for highly visible locations. Larger, freestanding fences having metal posts and wire strands or mesh, may be considered for low visibility locations. Chain-link fencing and other high visibility materials, including flagging, disks, cloth ties, reflectors, etc. are not allowed in any location. Some lots contain easements that provide Governors Land Foundation access to ponds, dams or BMP's that require periodic maintenance. The ARB or the Foundation may impose additional limits on fence locations in these areas to permit access.
- c) **HEIGHTS:** Heights will be reviewed on a case-by-case basis with regard to relative visibility from common areas or adjacent lots.

4.7.6 PROHIBITED FENCE TYPES:

Tall privacy fences, lattice fences, chain link fences, barbed wire fences, fences with stamped metal posts, and solid picket (stockade) fences are prohibited for use in any area of The

Governor's Land. Any fence type not described in this article shall be submitted for review by the ARB to determine if it may be used, and under which classification.

4.8 PLAY EQUIPMENT AND STRUCTURES

4.8.1 DEFINITIONS:

- a) **PLAY EQUIPMENT:** One of the pleasing aspects of Governor's Land is the presence of families and young children. However, just as homes, landscaping, and landscape accessories must meet the aesthetic goals that define the community, so must play equipment. The Foundation requires approval of all permanent exterior play equipment, as defined below, PRIOR to placement on the lot. For the purposes of this article, permanent play structures and equipment shall include, but not be limited to the following:

| | |
|------------------|--|
| Swing Sets | Jungle Gyms-Climbing Structures |
| Basketball Goals | Outdoor Athletic Workout Structures |
| Sliding Boards | Other Large Recreational/Amusement Devices |
| Trampolines | |

- b) **ENCLOSED STRUCTURES:** Forts, tree houses, playhouses, or other enclosed play buildings with an interior height of 6' or less floor-to-ceiling, and with a total floor area of less than 36 square feet shall be considered to be play structures. Doghouses are also permitted under this section. Larger buildings are considered to be Accessory Buildings regulated under Article V of these Standards.

4.8.2 PLACEMENT AND SCREENING:

- a) **PLACEMENT:** Play Equipment shall be located in rear yards only, within the, building envelope and out of direct view from the street, golf course, ponds, common areas and neighbors.
- b) **SCREENING:** To preserve privacy, views, and a harmonious neighborhood atmosphere, the ARB will require screening for play equipment placed close to a neighbor's living area, the street, the golf course, or a neighborhood pond. Refer to Section 4.2 in this Article for landscape screening methods.

4.8.3 CONSTRUCTION AND FINISH:

Play equipment and enclosed structures shall be constructed of wood or other materials (including metals). If painted (metals must be painted), the color shall be dark green, dark brown, or black. Examples: MS Burdett Ordinary Black Green W650625 or Chownings Tavern Brown W85-1070. Home-built play equipment or enclosed structures should be of high quality, workmanlike construction, and be neat and orderly in appearance and finish.

Play equipment attachments such as slides, canvas swing seats, awnings, disk swings, etc., should be black, brown, or dark green, if possible. Alternative colors must be approved by the ARB *before* installation.

4.8.4 BASKETBALL GOALS:

Basketball goals may be installed in accordance with the following criteria:

- a) Basketball goals may be mounted on the side or rear face of garages or on a pole mounted on the side or rear of the driveway, and not further forward than the front corner of the house. Portable basketball hoops must be placed in the same manner.
- b) The mounting pole must be black pre-finished metal or painted to match the house.

4.8.5 USE OF EQUIPMENT AND STRUCTURES:

- a) Homeowners should exercise care and common courtesy in using play equipment that creates noise (e.g., basketball goals).
- b) Play equipment which has fallen into disrepair or has been outgrown by children and is not used, should be removed from the property. No play equipment may be replaced without ARB approval.
- c) Play equipment such as hockey or soccer nets, skateboard ramps, etc. must be stored out of public view when not in use. Portable basketball hoops must be relocated to the side of the driveway, facing the house and no farther forward than the front corner of the house.

4.10 MARINE STRUCTURES

4.10.1 PERMITTED STRUCTURES AND USES:

Marine structures are those structures that may be constructed into the James or Chickahominy Rivers (the River). Permitted structures include piers and single-story boathouses. Multi-level piers, elevated decks, and multi-level boathouses will not be permitted. Fueling docks, commercial docks and sewage pump-out facilities will not be permitted.

4.10.2 PERMITTED LOCATIONS:

Marine structures may be constructed into the River from any lot that directly adjoins the River. Individual structures may not be constructed into the Marina from any adjoining lot. Unless otherwise approved by the Governor's Land Foundation Board of Directors, structures may not be constructed from Common Lands owned by the Foundation. Permitted structures shall generally be located no closer than 25' from an adjoining property line. Structures shall normally be oriented at right angles to the general shoreline where they are located, except that long structures should not cross a line extended from the property line separating two lots, such that it appears to be in front of the adjacent lot.

4.10.3 PIERS:

- a) **LENGTHS AND SIZES:** A single main pier may be constructed up to eight feet (8') maximum in width, and of a length as required to reach a maximum water depth at low tide of three feet (3'). Owners who wish to dock boats with greater draft requirements shall provide information concerning the draft requirements of the boat and information showing the length required to reach the required depth, to the ARB. These requests will be reviewed on a case-by-case basis. Generally, piers shall be constructed with a deck level no higher than three feet (3') above the water level at high tide. Branch docks and catwalks required for mooring of boats will be reviewed on a case-by-case basis. Deck areas for recreational uses other than for mooring of boats will normally be permitted up to 625 s. f. Larger decks will be reviewed on a case-by-case basis.
- b) **DESIGN:** Piers shall be constructed using all treated wood, as approved by the EPA for marine uses, and shall be constructed by a qualified marine contractor. Stationary piers shall consist of wood pilings, cross ties, joists and decking. Cross bracing under the deck is permitted. Pilings shall stop below the deck. Vertical wood bumpers may extend up to three feet (3') above the deck. Continuous wood curbs and/or wood railing systems are permitted. Substitute composite materials for decking boards will be considered. Aluminum or other metal decking or railing systems are not permitted.

4.10.4 BOAT HOUSES:

- a) **SIZE AND HEIGHT:** One boathouse may be constructed in conjunction with an approved pier, for the purpose of sheltering one or more private boats owned by the property owner. The structure may cover approved boat slips and adjacent piers. For large structures the

ARB reserves the right to require substantiation of boat sizes and/or number. The eave height of boathouses shall normally be no higher than ten feet (10') above the pier surface. Higher structures required for specific boats will be considered on a case-by-case basis.

- b) DESIGN: Boathouses may be open sided (post) structures or closed (walled) structures, with a gable, hipped, or combination roof. All roofs shall be shingled with natural or preservative treated cedar shakes, or preservative treated pine shakes. Flat roofs, roof decks, metal roofs, and asphalt shingle roofs are not permitted. The roof slope should be no less than six (6) in twelve (12) and no greater than twelve (12) in twelve (12), and appropriate to the size of the structure (steeper roofs on smaller structures, flatter roofs on larger structures). Where walls are used, they shall be sided with wood or synthetic shingle siding. Windows shall be traditional double-hung with muntins. Doors may be plank style of colonial panel style.

4.10.5 OTHER IMPROVEMENTS:

- a) LIGHTING: Any lighting on piers and at boathouses shall be hooded exterior fixtures (concealed lamp) or interior fixtures. All lamps shall be incandescent. If warning lights are necessary on long piers, they shall be the minimum number, type and location required by the Coast Guard.
- b) MASTS AND FLAGS: One mast of a reasonable height is permitted on a pier, with a crosspiece, as required for flying one standard flag (United States, Virginia, etc.) and weather pennants.
- c) FURNISHINGS: Permanent furnishings such as wood benches and low profile equipment lockers will be permitted. Other structures and furnishing will be considered at the discretion of the ARB with the intent limiting the visual impact of such structures from neighboring properties.

4.11 VEHICLES AND STORAGE CONTAINERS

4.11.1 VEHICLES AND PARKING

No trailers, campers, recreational vehicles, boats or other large vehicles may be parked on properties or public right-of-ways adjacent to properties other than when pre-approved by the Governor's Land Foundation office. Such approval will be for a specifically limited time period and on a non-recurring basis. For more detail, see Article 8, Section 8.2 (n) of the Amended and Restated Declaration For The Governor's Land.

4.11.2 STORAGE CONTAINERS

No storage containers may be visible on a property or parked on any road in Governor's Land between 7 p. m. and 7 a. m. unless pre-approved by the Governor's Land Foundation office. Approvals will only be granted on a temporary and non-recurring basis.

ARTICLE V: ARCHITECTURAL GUIDELINES

5.1 ARCHITECTURAL GUIDELINES - GENERAL

5.1.1 TYPE OF RESIDENCE:

Only single-family residences are permitted in the neighborhoods of The Governor's Land.

5.1.2 PROXIMITY OF SIMILAR HOUSES:

The ARB reserves the right to reject the placement of houses with the same or substantially similar elevations located within sight of each other or on the same street. The ARB shall make final judgment as to the degree of acceptable similarities permitted in each neighborhood.

5.1.3 MINIMUM FLOOR AREAS:

- a) Minimum finished floor area shall be 2,500 square feet for a single story home and 2,800 square feet for a two-story home.
- b) The following areas may not be used to help meet the minimum finished floor area: garages, basements, open or screened porches, terraces, decks, attics, attached storage sheds, or unfinished "bonus rooms" on the first or second floors.

5.1.4 MAXIMUM SIZE:

- a) The ARB reserves the right to disapprove any proposed house, which appears to be excessively large for the selected lot, or for the context of the neighborhood. Criteria used in making this determination may include a combination of height and width and/or crowding of the property lines.
- b) Houses shall not be more than 2 ½ stories in height above a crawl space or basement. (½ story is defined as useable floor area under a gabled roof.)

5.1.5 HOUSE DESIGN CONCEPTS:

Houses in The Governor's Land shall be designed with traditional or transitional exterior facades. Facades shall use generally traditional design elements as defined in this Article. Primary design requirements for The Governor's Land houses include:

- a) **TRADITIONAL OR TRANSITIONAL HOUSE STYLES:** Traditional architectural styles are derived from historical styles including Georgian, Adam, Greek Revival, and Colonial Revival. Transitional styles include houses of mixed historical styles and eclectic styles.
- b) **MASSING, SCALE AND OPENINGS:** Exterior walls, planes, and masses shall be of a residential scale consistent with the residential scale of the community. The ARB reserves the right to require that large planes be broken up with additional windows, or offsets to maintain appropriate scale. Walls without any openings will generally not be approved. Conceptually, walls should predominate over windows, and all fenestration (window and door openings) shall have a strong exterior organization. Elevations that are exposed to direct view from roads or the golf course will be carefully reviewed for conformance to style, proportion, window openings, etc. Generally, windows and doors on facades visible from the street shall be of traditional design. Contemporary styled windows may be permitted on rear elevations.
- c) **ENTRANCES:** Unless abnormal topographical constraints dictate otherwise, all homes shall have a front-facing main entrance. The design should emphasize the main front entry and de-emphasize the garage entry.
- d) **TRIM AND DETAILS:** Front and side facades shall generally include appropriate traditional trim and details. Elements such as cornices, fascias, pediments, columns,

window and door moldings, railings, balusters and similar details shall be included in appropriate sizes and styles to support the prevailing traditional design themes of The Governor's Land.

- e) **ROOF PITCHES:** Minimum roof pitch on main roof of two-story houses shall be eight (8) in twelve (12). Minimum roof pitch on main roof of one-story shall be ten (10) in twelve (12). The ARB may require a steeper pitch on any roof for aesthetic reasons. Similarly, the ARB may permit a lower slope roof on certain houses if the architectural style supports this design, and it fits in with the context of the community. Secondary roofs shall generally have a minimum slope of three (3) in twelve (12). Lower slopes or flat roofs for porches or other limited elements will be considered on a case-by-case basis depending on the architectural merits of the design. Generally, combination mansard and flat roofs will not be approved.
- f) **UNAPPROVED DESIGNS:** The ARB reserves the right to reject highly stylized houses with overstated eclectic design elements, contemporary designs, houses with overly mixed styles, or houses with insufficient stylistic theme or treatment.

5.1.6 GARAGES:

Each house shall have a minimum 2-car garage. Garages shall be integrated into the overall design and massing of the house. Side entry, rear entry, and angled garages (45-90 degrees) are permitted. Front loading garages are prohibited.

5.2 ARCHITECTURAL GUIDELINES - CONSTRUCTION

5.2.1 FOUNDATIONS AND MASONRY:

- a) **PERMITTED FOUNDATION MATERIALS:** All visible portions of exterior foundations shall be constructed of brick or stone. For houses with primary facades constructed entirely of brick, the foundation brick shall match the brick facade. Synthetic stucco foundations may be permitted for facades entirely constructed of synthetic stucco.
- b) **COORDINATION OF COLORS:** Masonry and mortar colors should be coordinated with other colors on the house, and must be approved by the ARB.
- c) **FOUNDATION VENTS:** Foundation vents shall be generally organized in relation to first floor house windows. The ARB may require decorative louvered vents (wood or PVC) on primary facades where appropriate to the design of the house.
- d) **STEPPED-DOWN SIDING:** For houses with walk-out basements or other conditions where the grade drops along a facade foundation, the siding shall not step down below the first floor level over the length of that facade. At the rear facade, siding may continue to the floor level of a walkout basement only if a first floor deck visually breaks the rear facade.

5.2.2 FIREPLACES, CHIMNEYS AND FLUES:

- a) **PERMITTED CHIMNEY TYPES:** When chimneys are used, brick or stone chimneys are required. All fireplaces capable of burning wood shall have masonry chimneys. Pre-fabricated gas-log appliance fireplaces may utilize either direct through-wall venting or through-roof gas appliance venting, located on the rear roof plane only. (See metal flue requirements below). Any roof vents/flues larger than 8" in diameter require masonry chimneys.
- b) **CHIMNEY DESIGN** (*See Illustration 5.2.2 in Appendix B*): The width and depth of chimneys shall be appropriately sized in proportion to the size and height of the house, as determined by the ARB.

- c) METAL FLUE REQUIREMENTS: Unenclosed metal gas flues shall not extend more than thirty-six inches (36") above their roof penetration and shall not be visible from the front of the house. Where higher flues are required by code, they shall be enclosed in an approved chimney structure. Exposed flues must be finished in flat black paint, or a color to match the roof color.
- d) DIRECT VENT FIREPLACES: For direct vent gas fireplace boxes which protrude beyond the exterior plane of the house, the frame structure shall have a foundation to match the house foundation, and all the exterior materials and finishes used to enclose the fireplace box must match the adjacent facade.

5.2.3 EXTERIOR SIDING:

- a) PERMITTED SIDING MATERIALS: Exterior siding materials are limited to wood, cement fiber simulated wood, brick, stucco, synthetic stucco, and natural quarried stone. Laminated and finger jointed wood siding, vinyl siding, aluminum siding, and exposed concrete block, or cast stone block may not be used. Medium Density Overlay (MDO) board may be approved for dog-ears, pediments, and panels below windows. Any other use of MDO board is not permitted.
- b) BRICK AND STONE FACADES: When brick is used in combination with other siding materials, it shall be continuous around exterior corners of the main body or wings of the house. The use of brick on just one wall (such as the front elevation) will not be approved, unless specifically appropriate to the style of architecture (such as brick gable end walls on a colonial home).
- c) APPROVED HORIZONTAL LAP SIDING: Horizontal lap siding may be manufactured from natural wood or cement fiber composition. Cement fiber siding shall be limited to smooth face, factory primed boards, with or without colonial bead. All horizontal siding must be field painted.
- d) OTHER MATERIALS: Materials other than those listed above are subject to denial, but will be considered on the basis of visual and material compatibility with approved materials.
- e) COMPATIBILITY OF MATERIALS: Where siding materials are used in combination they shall be aesthetically compatible with each other as determined by the ARB.

5.2.4 EXTERIOR TRIM:

- a) GENERAL REQUIREMENTS: Exterior architectural detailing shall be consistent with the overall design theme of the house. Eaves, band boards, cornices, rakes, columns, pilasters, corner boards, vents, window and door trim shall be consistent with the style of the house and sized appropriately to the scale of the house. The ARB reserves the right to require modifications to the facade to accommodate appropriate trim.
- b) CORNICES AND EAVES: All primary facades shall have a minimum five (5)-member cornice and eave consisting of frieze board, crown mold, eave, fascia and either second crown or gutter. (*See Illustration 5.2.4 in Appendix B*)
- c) RAKES: Rakes shall be either flat or boxed depending on the architectural style of the house. The ARB reserves the right to require boxed rakes where necessary to be consistent with the architectural style of the house.

5.2.5 WINDOWS AND DOORS:

- a) WINDOWS ON FRONT AND SIDE FACADES: Window designs, sizes and locations shall be appropriate to the architectural style of the house. Aesthetic design consideration shall be given to the location of all windows that face the front of the house, or any other street. Windows are required on all elevations. Window head heights shall be uniform

except for special windows, circle heads and transom windows. Circle and elliptical head windows are permitted. The ARB reserves the right to require different styles, sizes or locations of windows when, in its opinion these changes are necessary to maintain the aesthetic quality of the facade. The ARB may reject windows that do not meet this aesthetic standard. Where window grills are approved and installed in original construction, they are required to remain as part of the approved house design unless a subsequent change to that design is approved by the ARB.

- b) WINDOWS ON REAR FACADES: Windows on rear facades shall be consistent with windows on other facades except that sunrooms and other specially glazed areas may have specially designed windows upon approval by the ARB. The ARB may require relocation of windows or additional windows where necessary to improve the visual organization and massing of rear facades.
- c) FRONT DOORS: Standard painted six-panel doors will generally be permitted for the main front door of the house. Six panel doors may be permitted as part of a larger unit with side-lites and transom. Double front doors, doors with double side lites, ~~and~~ special design panel doors, ~~and~~ doors with half lites, single full lite doors, ornate leaded glass doors will also be considered. ~~Door styles must be submitted for approval. Single full lite doors, ornate leaded glass doors~~ ~~Dor doors considered inappropriate to the style of the house are generally not approved~~ Door styles must be submitted for approval.
- d) STORM DOORS: Storm doors shall be compatible with the units that they cover and with the style and color of the house. Excess ornamentation not consistent with other ornamentation on the house, is prohibited. In general, single full lite doors or traditional multiple lite doors which match the design characteristics of the doors they cover will be approved.
- e) WINDOW AIR CONDITIONERS: Window and through-wall air conditioning units are generally prohibited. Requests for exceptions will be reviewed on a case-by-case basis.
- f) AWNINGS AND TRELLISES: Sun control devices such as awnings and trellises must be compatible with the architectural style, character, and color of the house, and will be reviewed on a case-by-case basis for use on the rear of any home. Awnings must be retractable. Awnings must be retractable and must not have any knee braces or other supports.

The ARB reserves the right to prohibit the use of such devices on the front or sides of any home.

- g) WINDOW TRIM AND SHUTTERS: Windows on primary facades shall be trimmed with traditional wide built-up moldings, brick quoining and jack arches, keystones, grills (muntins) and other traditional decorative trim, and/or may have shutters. Shutters should be compatible with the style, materials and colors of the house and should be of proper proportions to the windows they adjoin. Consideration for shutters will generally be restricted to single or double windows. No changes to originally approved shutters; grills or any other external window treatments are permitted unless approved by the ARB.
- h) GARAGE DOORS: Garage door detailing shall be consistent with the architectural style of the house. Metal garage doors shall approximate the appearance of wood garage doors. The ARB may reject doors that do not adequately meet this standard.
- i) BAY WINDOWS: On primary facades, bay windows must meet the following requirements:
 - 1. Windows must be wide enough to fill each bay facade without filling with siding.
 - 2. Cantilevered bays and bays on foundations shall utilize raised panel facades below windows. No lap siding may be used. Bays elevated at one (1) story above grade shall have finished decorative trim or brackets under the bay.

5.2.6 ROOFS AND ROOF ACCESSORIES:

- a) **ROOF MATERIALS:** Roof materials are limited to wood, slate (or approved simulated slate), simulated shingles (concrete), standing seam metal, and dimensional composition shingles. Other materials will be judged on their own merits, but are subject to disapproval by the ARB. In general, only one material may be used on all roofs on the same house, except that bay window roofs and porch roofs may be of a different material than the main roof.
- b) **SHINGLE COLORS:** All roofs must be a dark color in the gray to black range, weathered wood, or charcoal black. Medium or light color shingles will not be approved.
- c) **GUTTERS AND DOWNSPOUTS:** Gutters and downspouts shall be pre-finished to match the adjacent building material color. Copper gutters and downspouts are permitted on masonry facades. Downspouts shall include short turnouts at their outlets. If extensions are required, they shall utilize corrugated pipe below grade.
- d) **FLASHING:** Highly visible roof flashing shall be copper or pre-finished to match the adjacent building material color. Painting is acceptable for less visible flashing; however, no exposed mill finished flashing is permitted. Imitation copper will not be permitted.
- e) **ROOF VENTS:** Attic ventilators and other roof penetrations shall be low profile designs. All roof penetrations shall be painted flat black or a color to match roof shingles. No roof penetrations, metal ridge vents, or accessories shall be visible above the ridge of the roof nor shall they be located on the front roof plane of the house. Fireplace chimneys are not regulated by this provision.
- f) **ROOF DORMERS** (*See Illustration 5.2.6 in Appendix B*): Dormer windows and eyebrow windows are permitted as consistent with the style of the home.
- g) **SKYLIGHTS AND SOLAR TUBES:** Skylights and solar tubes will not be approved for the front roof planes of houses. Skylights and solar tubes are discouraged on side and rear elevations visible to common areas, golf course, ponds or street. Where skylights are permitted, they shall be flat, dark tinted glass style roof windows, trimmed in pre-finished metal similar to the roof color.
- h) **RIDGE VENTS:** Continuous ridge vents of the type that are covered with roof shingles are permitted. Exposed metal ridge vents are prohibited.
- i) **SOLAR COLLECTORS:** Solar collectors may only be considered where they are integrated into the design of the structure and that design is acceptable to the ARB. Collectors shall not be placed where they can be viewed from any street, golf course, pond or common area.

5.2.7 PORCHES AND DECKS:

- a) **FRONT PORCH CONSTRUCTION:** All front entry stoops and extended front porches shall be constructed of finished materials to match the house. Band boards, handrails and railings shall be painted wood, an approved paintable composite material or metal railing of a design to match the character and style of the house. Columns supporting roofs of porches and covered stoops on primary facades shall be tapered round columns or square box columns of a width appropriate to the character of the house. Colonial turned posts and solid square posts are generally not permitted at these locations unless otherwise approved by the ARB for a specific architectural design.
- b) **FRONT PORCH WIDTH:** Front porches shall be a minimum of five feet (5') wide from the house face to the porch floor edge.
- c) **FRONT STEPS WIDTH:** Front steps shall be a minimum of six feet (6') wide in design unless otherwise approved by the ARB for a specific architectural style. All front steps shall be masonry.

- d) **FRONT PORCH FOUNDATIONS:** Stoops and extended front porches shall be supported on continuous masonry foundations. Alternate foundation designs using minimum 12' X 12' brick or stone piers with framed lattice panels between, may be proposed for houses of historic design where such a porch was integral to that historic style. These requests will be reviewed on a case-by-case basis.
- e) **REAR DECK CONSTRUCTION:** Rear patio decks shall be constructed of quality exterior grade or pressure treated wood, including steps with closed risers and railings. Substitute composite materials for decking boards will be considered. Grade level patios and terraces are encouraged. Decks shall be supported on minimum 6 X 6 wood posts. The space beneath all decks higher than two feet (2') above grade but less than one story above grade shall be enclosed with lattice or other approved screening material. Landscape screening is required around all decks, regardless of height, and is reviewed as part of the landscape plan.
- f) **DECK FINISH:** Decking may be constructed entirely of unfinished treated lumber; however staining or painting of decks is acceptable. All vertical faces and all railings shall be painted or stained consistent with the house color scheme.
- g) **SECONDARY PORCHES:** On secondary facades, open porches, stoops, and screened porches shall all be constructed of finished materials to match the house.
- h) **RAISED TERRACES:** Raised terraces may be constructed utilizing paving materials as approved for patios and walks in Article IV. Other hard surface paving materials will be considered by the ARB on a case-by-case basis. Exposed foundation walls of raised terraces shall match the house foundation. Railings shall be decorative metal or wood, as approved by the ARB.
- i) **SPAS:** Spas (hot tubs) are permitted on attached rear decks, porches or terraces. Remote decks for spas or free standing spa units must be located directly behind the house and no closer than 20' to any property line. Spas must be screened so as not to be visible from the street, golf course, pond or common area. See 4.2.4 d) for information on privacy screening.

5.3 ARCHITECTURAL GUIDELINES - COLOR

5.3.1 TYPES OF APPROVED FINISHES:

- a) All exterior colors must be approved by the ARB prior to painting or the application of pre-finished materials.
- b) Painted siding shall be painted with opaque stain oil or latex based exterior house paint. Semi-transparent stains and clear finishes are not permitted.

5.3.2 CRITERIA FOR JUDGING COLOR:

- a) The same or very similar color schemes may not be used on adjacent houses or on houses directly across from each other. The ARB may also reject a proposed siding color if it determines that the color has been used on too many houses in the same neighborhood.
- b) Color selections are not limited to a restricted list; however, colors should generally be muted in hue, especially for large areas such as siding. Stronger colors may be approved for focal points such as doors and shutters. Colors selected must be harmonious with each other and with other finishes such as masonry foundations, and roof colors. Shingle and metal roof colors shall be submitted at the same time as house colors. Provide a sample or color chip for approval. The ARB may require a large (4 ft X 4 ft) section on the siding and a sample of trim colors to be painted on the house before approving colors.
- c) Additions and accessory buildings must be finished in the same colors as the house.

5.4 ADDITIONS TO HOUSES

5.4.1 CONSISTENCY OF DESIGN:

To ensure consistency in the design of the house and to minimize visual disruption of the neighborhood, additions must match the design characteristics of the house. Specifically:

- a) The architectural style shall match the style of the house. The massing of the addition shall be similar in the use of shapes to that of the house, but proportionately smaller so as not to overpower the house. Roof styles and slopes shall be similar.
- b) Openings shall be required in additions, including windows and doors, at a minimum, in a similar fashion and extent as in the original house. Windows and doors shall be of matching material as those in the house. In general windows and doors should match the style of those in the existing house. Exceptions may be granted at the discretion of the ARB for sunrooms or other specially glazed areas.
- c) Architectural elements such as corner and rake boards, soffits, eaves, window and door trim, and shutters shall match the style of the same elements on the house.
- d) All exterior finish materials and colors shall match the house. Matching colors on dissimilar materials is not acceptable.
- e) The space beneath any structure constructed on posts or piers (including decks) higher than two feet (2') above grade, but less than one story above grade, shall be enclosed with lattice or other approved screening material and landscaping. See also Section 4.2.3 c).

5.5 ACCESSORY BUILDINGS (WORKSHOPS, DEPENDENCIES, ETC.)

5.5.1 DESIGN LIMITATIONS:

- a) Accessory buildings shall match the adjacent house (at a minimum) or may be specially designed in a unique style, to the extent that it enhances the over-all design of the house and lot in the opinion of the ARB. Economy kits from home-improvement stores are not permitted. The building must be placed wholly inside the building envelope, no further forward than the rear plane of the house. Except for special designs, minimum requirements include:
- b) The architectural style shall match the style of the house. Roof styles and slopes shall be similar, i.e.: gable roof shed with gable roof house, etc. Shed roofs shall be constructed at a minimum 8 in 12 slope.
- c) Windows and doors in accessory buildings shall be similar in style to those in the house. Doors may not face the street. (Alternate styles of shed doors may be approved at the discretion of the ARB)
- d) Architectural elements such as corner and rake boards, soffits, eaves, window and door trim, and shutters shall match the style of the same elements on the house.
- e) All exterior finish materials and colors shall match the house. Matching colors on dissimilar materials is not acceptable.
- f) Accessory buildings shall be set on foundations, which match the house, or on a concrete slab.
- g) The ARB will often require a stake out inspection as described in 1.5.5 prior to beginning any clearing or construction activity. At the time of plan approval the ARB will specify if such inspections are required.

5.6 GAZEBOS

5.6.1 DESIGN AND CONSTRUCTION:

Acceptable gazebos shall generally be octagonal (8) sided structures consisting of a base deck, decorative columns or posts, optional railings, and a sloped roof. Stepped roofs and/or cupolas may be added. Structures of other shapes such as square structures will be considered on the basis of equal architectural merit. Additional standards include:

- a) The maximum width of a gazebo across flat sides shall be 14'. The maximum height from gazebo deck to eave edge shall be eight feet (8'). Gazebos shall have roof slopes generally of at least eight (8) in twelve (12). Slopes shall be appropriate to size and style of gazebo.
- b) Gazebos shall be constructed of weather resistant wood, preferably western red cedar, cypress, or redwood, although pressure treated southern yellow pine will be the acceptable minimum. All exposed wood, except decking, shall be surfaced (finished smooth) on all exposed sides. Posts, railings, and other open wood members shall be turned, edged, or worked into shapes consistent with traditional gazebo designs. Unfinished, dimensional lumber will not be approved for exposed open or freestanding members.
- c) Additional trim, detailing, brackets, cupolas, etc. shall be appropriate to the design and size of the gazebo. The ARB reserves the right to deny gazebo designs with excessive and inappropriate detail, as well as with insufficient detail.
- d) Gazebos may be built on site or assembled from kits. Applications for approval must include either scale drawings of plans and elevations, or manufacturer's brochure showing the exact gazebo being purchased, with dimensions and specifications.
- e) Landscaping around the base as well as screening from roads or neighbors may be required.
- f) Accessory buildings shall be set on foundations, which match the house, or on a concrete slab.

5.6.2 COLORS AND FINISHES:

Gazebos constructed on decks attached to the primary house shall be painted to match the trim color of the house, and roofed with shingles that match the house shingles. Freestanding gazebos set away from the house may be painted to match the house trim or finished with a clear finish. Roofing shall match the house or be cedar shake.

ARTICLE VI: PROPERTY MAINTENANCE

6.1 PHILOSOPHY OF GOVERNOR'S LAND PROPERTY MAINTENANCE

The purpose of the Design Standards and the new home review process is to create a community of consistent high design quality, architecture, appearance, and landscape design. All properties, including all structures and all landscaping will deteriorate unless properly maintained. The purpose of Property Maintenance Standards is to ensure that to the extent possible, the initial quality and appearances of the individual properties and the community as a whole are maintained over time. Homeowners must also recognize that changes that have occurred to their properties may become issues if and when they decide to sell their property and therefore continual proper maintenance will benefit all residents.

6.2 MAINTENANCE GUIDELINES FOR YARDS

6.2.1 LANDSCAPING:

- a) **LAWNS:** All lawns must have regular periodic mowing and the removal of unsightly debris. Every effort must be evidenced for the promotion of healthy grasses and the elimination or avoidance of weeds.
- b) **SHRUBS AND PLANTING BEDS:** Open areas between plantings are to be maintained with pine needle, pine bark, or shredded hardwood mulch, and should be kept free of weeds and debris.
- c) **NATURAL AREAS:** While defined as undisturbed areas, Natural Areas should not have unrestrained growth. Periodic selective limbing, pruning, and thinning should be done to maintain an attractive appearance. Periodic mulching should be done and weeds and undesirable vegetation eliminated.
- d) **MINIMUM SHRUBS, TREES AND LANDSCAPE SCREENS:** The original requirements for foundation plantings and trees must be maintained and any of those plantings or trees that have died, must be replaced. Likewise, any landscaping approved for screening purposes must also be maintained unless the reason for that screening has been removed and approval is granted by the ARB.
- e) **DRAINAGE:** Over time, changes in landscaping can affect the proper drainage of a property. This should be monitored and any undesirable drainage within a property or to an adjacent property should be corrected.
- f) **DEBRIS REMOVAL:** Residents and landscape services must dispose of debris properly, and as soon as practical. Logs, leaves, cut up trees, Christmas trees, grass clippings and any other debris may not be deposited on neighboring lots, GLF common areas or trails, or on TRCC property.
- g) **LANDSCAPE BEDS AND MULCHED AREAS:** There shall be no weeds or grass in planting beds or mulched areas. Borders between landscape beds, lawns and mulched areas shall be neatly and clearly delineated. See also 4.2.3 b).
- h) **LANDSCAPE EDGING:** When edging is used it shall be by Trench Edging, which is preferred, or edging material that must be approved by the ARB. (See Illustration XII.) Trench Edging may be used to prevent mulch washout onto adjoining surfaces and grass encroachment into planting beds. Where Trench Edging is not successful, the ARB will consider the use of bricks, Belgian Blocks and heavy gauge steel to resolve specific problems. It must be installed using a suitable foundation that will resist frost heaving, settling, and, when adjacent to vehicular areas, damage from tire impact. Plastic edging or

stones are not permitted as edging. Edging materials must be of consistent height: not more than four inches (steel two inches) above the ground, curb, or pavement; must fit flush against each other without obvious gaps; and be aligned in a uniform and even manner. See also Section 4.2.3 b) for guidelines on planting beds. Permitted edging may be limited to the type and style of previously permitted edging installed in a neighborhood.

- i) **DEAD OR DISEASED TREES:** To be handled in accordance with Sections 4.1.2 f), g), h) and i).

6.2.2 LANDSCAPE ACCESSORIES:

- a) **MAILBOXES:** See Section 4.3.1 for Mailbox specifications. Maintenance of the standard mailbox, post, and paper box is the responsibility of each homeowner. House numbers and paint kits can be obtained from the GLF Office. You can also request that the GLF contractor do the necessary work at a nominal cost. Any of the following conditions should be repaired within a reasonable time frame:
 - a. Post (and/or paper box): dirty/mildewed or has peeling paint, leaning, scarred at the bottom from weed whackers, damaged, cracked or broken.
 - b. Post and paper box have been re-painted but the area around the numbers was not and the paints do not match.
 - c. Numbers on the side of the paper box are peeling or missing.
 - d. Vegetation is covering the numbers –An emergency response issue.
 - e. Mailbox: not the required size, damaged, paint is faded or “flat”, colors do not match standards outlined in Section 4.3.1, box or flag is rusted, bent, or otherwise damaged, box is missing parts... latch mechanism, flag, door.
- b) **LANDSCAPE ACCESSORIES:** All landscape accessories including but not limited to arbors, fountains, permanent barbecues, statues, ornaments, etc. shall be maintained in good physical condition. Working mechanisms shall be maintained in good working order. Accessories that become damaged, dislodged, broken, excessively weathered or discolored, and which are not restored or repaired, shall be removed.)

6.2.3 PAVEMENTS:

- a) **WEED CONTROL:** Weeds growing through joints or cracks in the surface of any pavement shall be removed (to maintain visual quality and preserve pavement life).
- b) **MAINTENANCE:** Periodic re-sealing of exposed-aggregate and patterned concrete is recommended to preserve the surface integrity and appearance. All pavements shall be maintained free of mold, mildew and other staining.
- c) **CONCRETE DAMAGE:** Sections of concrete driveways, walkways, or patios that develop large open cracks, cracks with loose pieces or sections, spalling (surface disintegration from pitting and/or separation into chips, extensive raveling (surface disintegration into loose stones), or differential settlement or heaving, shall be replaced.

6.2.4 MECHANICAL, ELECTRICAL AND COMMUNICATIONS EQUIPMENT:

- a) **DAMAGED EQUIPMENT:** Malfunctioning mechanical equipment such as condensers, exterior furnaces, generators, etc, which create unusual noise such as tapping, rattling, banging, whining, screeching, etc., shall be replaced or repaired as necessary to eliminate the noise.
- b) **REPLACEMENT EQUIPMENT:** Any equipment that is replaced or modified with larger or relocated units shall be required to be fully screened in the same manner as the original approved enclosure. Relocation or enlargement of enclosures must be approved by the ARB.

- c) **SATELLITE DISHES:** Satellite dishes that are no longer in use shall be removed from any exterior location.

6.2.5 EXTERIOR LIGHTING AND FIXTURES:

- a) **LAMPS:** Replacement lamps in approved exterior light fixtures shall be of the same or lesser wattage than the originally approved lamps.
- b) **DIRECTIONAL LIGHTING:** Directional light fixtures shall remain oriented as originally approved unless a change is approved by the ARB. All lighting, especially floodlighting, shall be directed completely within the owner's own yard.
- c) **REPLACEMENT FIXTURES:** Light fixtures exposed to view, including all decorative or house mounted fixtures, shall be replaced with similar fixtures in size, design and color, if such fixtures stop working, become broken or damaged.

6.2.6 FENCES, WALLS AND GATES:

- a) **FENCE MAINTENANCE:** All fences shall be maintained in good repair. Individual members that become broken or damaged shall be replaced with identical new members. Fences shall be maintained straight and true. Posts that lean or otherwise fall out of alignment with the normal fence line shall be righted or replaced. Gates shall be maintained in good working order. Damaged or sagging gates shall be repaired or replaced.
- b) **WALL MAINTENANCE:** Wall failures such as large open cracks due to movement or uneven settlement, shall be repaired or re-constructed as necessary to restore a good finished appearance and maintain true vertical and horizontal alignment. Over time, significant mortar loss can occur due to severe weather exposure. Areas of significant visual mortar loss should be re-pointed.
- c) **PAINTING:** Any stained or painted fences that become discolored from fading, and paint that chips or blisters off shall be re-finished to originally approved condition.
- d) **LANDSCAPE SCREENING:** Where landscape screening was a condition of approval of a fence, said screening shall be maintained in place and in a healthy viable condition. Dead or diseased plants shall be replaced with like material of the originally required size (minimum).

6.2.7 PLAY EQUIPMENT:

See maintenance requirements in Section 4.8.5.

6.2.9 TOOLS AND EQUIPMENT:

Property areas (including porches, decks, and pavements) visible from the street, ponds, golf course and common areas shall be kept clear of tools and equipment, yard maintenance equipment and other clutter when not in use. This includes but is not limited to lawn mowers, edgers, leaf blowers, wheelbarrows, hoses, hose reels, shovels, rakes, ladders, auto repair equipment, power washers, buckets, coolers, and home accessories such as screens,, railings, fence sections, shutters and gutters which have been removed for maintenance. In general, these items shall be stored so as not to create a visual nuisance to neighboring houses, pond lots, the golf course or common areas. Portable BBQ's, patio heaters or other items intended for outdoor entertaining should not be visible when viewing the front of the house from the street.

6.3 MAINTENANCE GUIDELINES FOR STRUCTURES

6.3.1 HOUSES:

- a) **WALLS, SIDING AND TRIM:** All house facades shall be kept in good condition, as close to the originally approved appearance as reasonably possible. Mold or mildew shall be removed. Paint that becomes worn and excessively faded shall be re-coated. Peeled, cracked or chipped paint shall be removed prior to re-coating. Rotted or otherwise physically deteriorated members shall be replaced.
- b) **WINDOWS AND DOORS:** Windows and doors shall be maintained in good appearance like the original approved units. Re-painting or staining shall be completed periodically in similar fashion as walls and trim. Where windows were approved with specific trim, including grills (muntins or mullions) those units shall be maintained in the windows unless otherwise approved by the ARB for a change in design. Replacement windows or doors shall match original units. Different products shall be submitted to the ARB and approved prior to use.
- c) **ROOFS:** Roofs shall be maintained free of mold and mildew, staining, or excessive wear or deterioration of roofing. Deteriorated roofing shall be replaced with the same (new) material, unless a different material is submitted to and approved by the ARB. Roof penetrations (vents, pipes, flues, etc.) shall be maintained in flat black as originally required for new construction.
- d) **DECKS, RAILINGS:** Worn warped, cracked, chipped or otherwise damaged decking shall be replaced with the same (new) material unless a different material is submitted to and approved by the ARB. Railings shall be kept in sound condition, true and straight, and finished as originally approved. Replace weak, leaning, rotted or damaged railings with the same (new) material unless a different material is submitted to and approved by the ARB.

6.3.2 ACCESSORY BUILDINGS (WORKSHOPS, DEPENDENCIES, ETC.):

- a) **MAINTENANCE:** All dependencies and accessory structures shall be treated as extensions of the main house. They shall receive the same maintenance (at a minimum) as the house, and shall be maintained to the same appearance quality as the house, even if this requires additional maintenance of these structures. If a material, color or finish is changed on the house, the same change shall be made on like materials on the dependency or accessory structure at the same time.
- b) **REMOVAL / REPLACEMENT:** Structures shall be removed from the property if they become damaged or in disrepair and full restoration is not possible or desired by the owner.

6.3.3 MARINE STRUCTURES:

- a) **PIERS:** Piers shall be maintained in good sound physical condition. Any decking boards or other members that break or become excessively worn, weakened or damaged, shall be replaced with the same (new) material. Any pier (framing and decking) that becomes unusable and which is not repaired shall be removed. Pilings may remain.
- b) **BOATHOUSES:** Boathouses shall be maintained to the same level expected of homes. Heavily weathered or damaged materials shall be replaced with new materials.
- c) **ACCESSORIES:** Any accessories such as masts, lighting, and furnishings shall be maintained in good condition. When not in use, seasonal furniture should be stored out of sight.

**APPENDIX A: SUPPLEMENTAL NEIGHBORHOOD
DESIGN STANDARDS**

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COUNTRY CLUB VILLAS pg. 60

CYPRESS ISLE pg. 63

FOUNDER'S HILL pg. 67

MARINA VILLAGE pg. 71

TWO RIVERS POINT pg. 74

WYTHE HAMLET pg. 78

BARRET'S POINTE SUPPLEMENTAL

1.1 PHILOSOPHY OF BARRET'S POINTE:

Barret's Pointe is a unique neighborhood located at the confluence of the James and Chickahominy Rivers, and overlooks the 16th and 17th holes at Two Rivers Country Club. Many of the home sites offer a commanding view up the James River. Due to the significant location of this neighborhood on some of the most valuable property in The Governor's Land, the quality of the architecture, construction, and landscaping is expected to be of equally high quality. Therefore, certain higher specific standards and controls are provided here to protect the design quality and maintain consistency in the visual streetscape of this neighborhood.

1.2 ARB AUTHORITY TO REJECT NON-COMPLYING DESIGNS:

The ARB has absolute authority to deny applications in whole or in part, for homes that do not support this philosophy, or do not meet the specific standards in this supplement.

1.3 REQUIREMENTS HERE IN ADDITION TO HANDBOOK REQUIREMENTS:

The following standards are specific requirements for lot and home development in Barret's Pointe. They are provided as supplements to the general design standards in this Handbook. The standards listed below are referenced to specific standards paragraphs in the Handbook. In each case, the standard referenced in the Handbook shall be modified by *the addition or modification of* language provided here for any lot or home improvements in Barret's Pointe. All other language in the modified paragraph remains applicable unless specifically contradicted by this additional language. All other standards in the Handbook, unmodified by this section, shall apply to Barret's Pointe in the same manner as they do to all other neighborhoods in The Governor's Land.

SUPPLEMENTAL STANDARDS

| REFERENCED MODIFIED PARAGRAPH NUMBER AND TITLE | SUPPLEMENTAL STANDARD |
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| ARTICLE III | INDIVIDUAL LOT DESIGN AND LAYOUT CHARACTERISTICS |
| 3.2 LOCATING STRUCTURES ON THE LOT | |
| 3.2.6 ACCESSORY BUILDINGS (SHEDS) - SITING REQUIREMENTS | a) Detached sheds and garages are not permitted in Barret's Pointe. Any additional storage or garage space shall be designed as an attached house addition and must be approved by the ARB. |
| ARTICLE IV | LOT CLEARING AND CONSTRUCTION STANDARDS |
| 4.2 LANDSCAPING | |
| 4.2.1 GENERAL RECOMMENDA- TIONS | Landscaping requirements are greater for Barret's Pointe than for other parts of Governor's Land. |

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| 4.2.2 LANDSCAPE ZONES | a) Side yard landscape setbacks between houses on lots #2 through #9 shall be maintained free of trees or shrubs over three feet (3') in height in order to preserve views to the water from Barret's Pointe Road. Homeowners are required to maintain vegetation under the three-foot (3') height limit. |
| 4.2.3 REQUIRED MINIMUM LANDSCAPING - ALL LOTS | <p>a) LAWNS: All open yard areas not otherwise landscaped shall be sodded and irrigated. Seeded lawns are not permitted.</p> <p>c) FOUNDATION PLANTING: Foundation planting is required along all facades unless otherwise approved by the ARB, and along other areas as designated by the ARB such as decks, fenced enclosures, or other highly visible foundation areas.</p> <p>d) NURSERY GROWN TREES: Where yards are devoid of mature trees, new nursery grown trees shall be planted at a total density of one (1) tree per 3000 s.f. of open yard including pavement areas, but in no case less than five (5) trees.</p> <p>e) NATURAL AREAS: No area of the lot may be left in a natural state. All areas shall be landscaped in accordance with standards for lawns, planting beds, foundation planting, and trees.</p> |
| 4.2.4 LANDSCAPING USED FOR REQUIRED SCREENING: | <p>d) PRIVACY SCREENING: Plantings used for screening in Barret's Pointe shall preferably be developed in uniform rows or as hedges.</p> <p>e) REAR YARD HEDGE: The hedge on golf course property adjacent to the rear property line of lots #1 through #10 is to maintain a visual separation of the lots from the golf course. This hedge will be maintained by the Country Club and may not be modified by individual property owners.</p> |
| 4.4 PAVEMENTS | |
| 4.4.1 DRIVEWAYS | b) PAVEMENT: The finish must be brick pavers, interlocking concrete pavers, or stamped concrete (Bomanite or equivalent). |
| 4.4.3 OTHER PAVEMENTS | b) PATIOS (GROUND LEVEL): Patios shall be paved with brick pavers, interlocking concrete pavers, stamped concrete (Bomanite or equivalent), slate or flagstone (Pennsylvania Bluestone, for example). |
| 4.7 FENCES, GATES and WALLS | |
| 4.7.2 SUPPLEMENTAL NEIGHBORHOOD RESTRICTIONS | a) Yard fences shall be limited to black iron or aluminum picket fence styles only. Fences may enclose portions of rear yards only, up to the outermost rear house corners, and enclosing a limited area of the rear yard. Landscape screening will be required along the outside of any fence visible from the golf course, a pond or a street. Wildlife barrier fences will not be permitted. |
| 4.8 PLAY EQUIPMENT AND STRUCTURES | |
| 4.8.1 DEFINITIONS | a) Except as noted below, play equipment is not permitted on lots in Barret's Pointe. |
| 4.8.4 BASKETBALL GOALS | Basketball goals are permitted in Barret's Pointe in accordance with the criteria in this Article. |

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| ARTICLE V | ARCHITECTURAL GUIDELINES |
| 5.1 ARCHITECTURAL GUIDELINES - GENERAL | |
| 5.1.3 MINIMUM FLOOR AREAS | a) Minimum finish floor area of each home shall be 2,800 s.f. |
| 5.1.4 MAXIMUM SIZE | b) Houses shall not be more than 2 ¼ stories in height above a crawl space (1/4 story is defined as useable floor area under a hip roof. c) Maximum finished floor area of each home shall be limited to no more than 50% of the total lot area, but in no case greater than 7,500 square feet. |
| 5.1.5 HOUSE DESIGN CONCEPTS | b) MASSING, SCALE AND OPENINGS: Houses in Barret's Pointe shall have an urban scale, utilizing minimum nine foot (9') floor to ceiling heights on both first and second floors. The house design shall emphasize the main body of the house over other elements such as garage or other wings. The quality and formal resolution of architectural design and detailing shall be consistent on all facades. Where window opening treatment such as jack arches or shutters are used on primary first floor windows, the same consistent treatment shall be used on all facade windows unless otherwise approved by the ARB. Window openings on all facades generally shall be in a formal arrangement, both horizontally and vertically. d) TRIM AND DETAILS: All facades shall generally include appropriate trim and details to the style of architecture selected. Elements such as cornices, fascias, pediments, columns, window and door moldings, railings, balusters and similar details shall be included in appropriate sizes and styles to support the design of each home. f) UNAPPROVED DESIGNS: The ARB reserves the right to reject any house that does not meet the design criteria in this section. |
| 5.1.6 GARAGES | Each house in Barret's Pointe shall have a 2 1/2-car garage with a minimum square footage of 675 s.f. Front loading garages are prohibited in all cases. Garage doors shall be individual overhead doors a maximum of nine feet (9') wide and a minimum of eight feet (8') high. |
| 5.2 ARCHITECTURAL GUIDELINES - CONSTRUCTION | |
| 5.2.1 FOUNDATIONS AND MASONRY | a) PERMITTED FOUNDATION MATERIALS: All visible portions of exterior foundations shall be constructed of oversize brick, stucco or synthetic stucco. |
| 5.2.3 EXTERIOR SIDING | a) PERMITTED SIDING MATERIALS: Exterior siding materials are limited to brick, stucco or synthetic stucco on the main body of the house, with limited use of wood, cement fiber simulated wood or natural quarried stone. b) BRICK AND STUCCO FACADES: When brick, stucco or synthetic stucco is used in combination with other siding materials, it shall be continuous around the exterior of the main body of the house. Natural quarried stone is permitted as a limited or accent material. |

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| 5.2.4 EXTERIOR TRIM | <p>a) GENERAL REQUIREMENTS: Exterior architectural detailing shall be appropriate to traditional classical facades. The following is a suggested list of appropriate trim features: white tapered wood columns, dormers, center decorative pediment gables, tall windows, stone sills, brick or stone arches or jack arches, key blocks, cut stone sculpted window trim and heads, elliptical or circle heads over doors, wrought iron handrails.</p> <p>b) CORNICES AND EAVES: All facades shall have a minimum five (5)-member cornice and eave consisting of frieze board, crown mold, eave, fascia and upper crown. Alternative cornices appropriate to an approved architectural style will be considered.</p> <p>c) RAKES: Rakes shall generally be boxed rakes with eave returns unless otherwise approved by the ARB depending on the architectural style of the house.</p> |
| 5.2.5 WINDOWS AND DOORS | <p>a) WINDOWS ON FRONT AND SIDE FACADES: All windows on side facades shall be the same style and receive the same trim treatment as front windows.</p> <p>b) WINDOWS ON REAR FACADES: Windows on rear facades shall be the same style and receive the same trim treatment as front windows, except as specifically approved by the ARB for specially glazed areas.</p> <p>d) WINDOW TRIM AND SHUTTERS: Shutters, if provided, shall be hinge mounted operable panels held open with shutter dogs. Panels will be sized to fit the window openings.</p> |
| 5.2.6 ROOFS AND ROOF ACCESSORIES | <p>a) ROOF MATERIALS: Roof materials are limited to cedar shingles, slate, (or approved simulated slate,) simulated shingles (concrete), and Grand Manor 50 year dimensional architectural shingles or their equivalent (in the opinion of the ARB). Other materials will be judged on their own merits, but are subject to disapproval by the ARB.</p> <p>g) Skylights and solar tubes are not allowed in Barret's Pointe.</p> <p>i) SOLAR COLLECTORS: Solar Collectors are not permitted.</p> |
| 5.2.7 PORCHES AND DECKS | <p>e) REAR DECK CONSTRUCTION: Rear patio decks constructed of wood are not permitted on lots #1 through #10. Decks are permitted on lots #11 through #13. Second floor decks supported from the ground are not permitted on any homes in Barret's Pointe. Minor projecting second floor balconies and porches constructed under roof within the main house form are permitted.</p> |
| 5.5 ACCESSORY BUILDINGS (STORAGE SHEDS, WORKSHOPS, ETC.) | |
| 5.5.1 DESIGN LIMITATIONS | <p>Detached Accessory Buildings (sheds, workshops and garages) are not permitted in Barret's Pointe. Any additional storage or garage space shall be designed as an attached house addition and must be approved by the ARB.</p> |

ADDITIONAL
CONSTRUCTION
REQUIREMENT -
FOUNDATIONS

The existing surface grade levels at Barret's Pointe are the result of fill placed on the land. Care should be taken in planning house designs, including obtaining soil borings and reports, and designing foundations appropriate to sub-grade conditions.

COUNTRY CLUB VILLAS SUPPLEMENTAL

1.1 PHILOSOPHY OF COUNTRY CLUB VILLAS:

Country Club Villas is a small neighborhood of eight courtyard homes. Four of the homes are complemented with a small detached guesthouse. Located in The Governor’s Land at Two Rivers, Country Club Villas is set between the Two Rivers Country Club and the neighborhoods of Barret’s Pointe and The Marina. The design of this neighborhood is coordinated to provide a consistent theme, an attractive streetscape, and to maintain a balance of community and privacy over the life of the community. While homeowners are encouraged to personalize their homes, the uniform architecture and site development require that certain specific limits be observed. Therefore, certain higher specific standards and controls are provided here to protect the design quality and maintain consistency in the visual streetscape of this neighborhood.

1.2 ARB AUTHORITY TO REJECT NON-COMPLYING DESIGNS:

The ARB has absolute authority to deny applications in whole or in part, for homes that do not support this philosophy, or do not meet the specific standards in this supplement.

1.3 REQUIREMENTS HERE IN ADDITION TO HANDBOOK REQUIREMENTS:

The following standards are specific requirements for lot and home development in Country Club Villas. They are provided as supplements to the general design standards in this Handbook. The standards listed below are referenced to specific standards paragraphs in the Handbook. In each case, the standard referenced in the Handbook shall be modified by *the addition or modification of* language provided here for any lot or home improvements in Country Club Villas. All other language in the modified paragraph remains applicable unless specifically contradicted by this additional language. All other standards in the Handbook, unmodified by this section, shall apply to Country Club Villas in the same manner as they do to all other neighborhoods in The Governor’s Land.

SUPPLEMENTAL STANDARDS

| REFERENCED MODIFIED PARAGRAPH NUMBER AND TITLE | SUPPLEMENTAL STANDARD |
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| ARTICLE III | INDIVIDUAL LOT DESIGN AND LAYOUT STANDARDS |
| 3.2 LOCATING STRUCTURES ON THE LOT | |
| 3.2.6 ACCESSORY BUILDINGS (SHEDS) SITING REQUIREMENTS | Freestanding accessory buildings in addition to the Guest House are not permitted at Country Club Villas. See Section 5.4 for permitted additions to houses. |
| ARTICLE IV | LOT CLEARING AND CONSTRUCTION STANDARDS |
| 4.2 LANDSCAPING | |

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| 4.2.3 REQUIRED MINIMAL LANDSCAPING - ALL LOTS | Landscape plan must match plans installed by the original Developer, and be approved by the ARB prior to installation. Modifications other than individual plant replacement must be approved by the ARB. |
| 4.2.5 RESTRICTED LANDSCAPING (also 3.2.9) | d) LANDSCAPING IN RPA BUFFER: Only landscaping that is consistent with natural vegetation is permitted in RPA areas, and must be approved by <i>both</i> James City County and the ARB. . JCC approval does not guarantee ARB approval. |
| 4.3.5 DECORATIVE ORNAMENTS AND OTHER LANDSCAPE ACCESSORIES | b) PLACEMENT: Landscape accessories are permitted in the courtyard only, unless otherwise approved by the ARB for another location away from side property lines and not visible from the street. |
| 4.4 PAVEMENTS | |
| 4.4.1 DRIVEWAYS | Driveways shall not be modified from their original design, materials or layout. |
| 4.6 EXTERIOR LIGHTING AND FIXTURES | |
| 4.6.1 POST LAMPS | Post lamps shall not be modified from their original design unless otherwise approved by the ARB. |
| 4.7 FENCES, GATES AND WALLS | |
| 4.7.2 SUPPLEMENTAL NEIGHBORHOOD RESTRICTIONS | a) No fences other than the originally constructed courtyard walls built with the house are permitted in Club Villas. |
| 4.8 PLAY EQUIPMENT AND STRUCTURES | |
| 4.8.1 DEFINITIONS | a) Play equipment as defined in this article will not be approved on lots at Country Club Country Club Villas. |
| 4.8.4 BASKETBALL GOALS | Basketball goals will not be approved on lots at Country Club Villas. |
| ARTICLE V | ARCHITECTURAL GUIDELINES |
| 5.2 ARCHITECTURAL GUIDELINES - CONSTRUCTION | |
| 5.2.6 ROOFS AND ROOF ACCESSORIES | a) ROOF MATERIALS: Roof materials are limited to Elk Prestique 30 year dimensional shingles. Replacement shall be with the same product. If the same product is no longer manufactured, the ARB shall designate an acceptable alternate product as equal. b) SHINGLE COLORS: Shingles shall be “weathered wood”. If the same color name is no longer manufactured, the ARB shall designate an acceptable alternate color name as equal. |

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| 5.2.7 PORCHES AND DECKS | e) REAR DECK CONSTRUCTION: Raised rear patio decks are not permitted at Country Club Villas. f) DECK FINISH (deleted) |
| 5.3 ARCHITECTURAL GUIDELINES - COLOR | |
| 5.3.1 TYPES OF APPROVED FINISHES | a) Exterior paint colors shall not be changed from the original specification unless otherwise approved by the ARB for all homes. Replacement shall be with the same product. If the same product is no longer manufactured, the ARB shall designate an acceptable alternate product as equal. 1. Siding color shall be Benjamin Moore #997 2. Trim color shall be Benjamin Moore white tinted with 5% #995. |
| 5.4 ADDITIONS TO HOUSES | |
| 5.4.1 CONSISTENCY OF DESIGN | Additions to homes in Country Club Villas are permitted to include two pre-designed additions - a sunroom (enclosure of rear porch), and a storage room (addition to Guest House in service yard). Other additions or modifications to homes will be considered for special circumstances, however the ARB has the right to deny any other addition not pre-designed by the Developer of Country Club Villas. |
| 5.5 ACCESSORY BUILDINGS (STORAGE SHEDS, WORKSHOPS, ETC.) | |
| 5.5.1 DESIGN LIMITATIONS | Freestanding accessory buildings other than the Guest House are not permitted. (See Section 5.4 above for permitted additions). |
| 5.6 GAZEBOS | |
| 5.6.1 DESIGN AND CONSTRUCTION | a) Gazebos will not be approved on lots at Country Club Villas. |

CYPRESS ISLE SUPPLEMENTAL

1.1 PHILOSOPHY OF CYPRESS ISLE:

Cypress Isle is a secluded neighborhood located on the banks of the James River. Located in The Governor’s Land at Two Rivers, Cypress Isle is set apart from other neighborhoods by a natural wetland forest. Many of the lots have prime river frontage while all lots enjoy views to the river or to natural woodland. The quality of these fine properties will be complemented by equally high quality architecture, construction, and landscaping. Therefore, certain higher specific standards and controls are provided here to protect the design quality and maintain consistency in the visual streetscape of this neighborhood.

1.2 ARB AUTHORITY TO REJECT NON-COMPLYING DESIGNS:

The ARB has absolute authority to deny applications in whole or in part, for homes that do not support this philosophy, or do not meet the specific standards in this supplement.

1.3 REQUIREMENTS HERE IN ADDITION TO HANDBOOK REQUIREMENTS:

The following standards are specific requirements for lot and home development in Cypress Isle. They are provided as supplements to the general design standards in this Handbook. The standards listed below are referenced to specific standards paragraphs in the Handbook. In each case, the standard referenced in the Handbook shall be modified by *the addition or modification of* language provided here for any lot or home improvements in Cypress Isle. All other language in the modified paragraph remains applicable unless specifically contradicted by this additional language. All other standards in the Handbook, unmodified by this section, shall apply to Cypress Isle in the same manner as they do to all other neighborhoods in The Governor’s Land.

SUPPLEMENTAL STANDARDS

| REFERENCED MODIFIED PARAGRAPH NUMBER AND TITLE | SUPPLEMENTAL STANDARD |
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| ARTICLE IV | LOT CLEARING AND CONSTRUCTION STANDARDS |
| 4.1 CLEARING AND LOT PREPARATION | |
| 4.1.2 SITE CLEARING, CUTTING OF TREES | b) NO CLEARING IN RPA BUFFER: No clearing including selective clearing is permitted beyond 100’ RPA buffer line on any lot unless first approved by James City County and then the ARB. JCC approval does not guarantee ARB approval. |
| 4.2 LANDSCAPING | |

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| <p>4.2.3 REQUIRED MINIMUM LANDSCAPING - ALL LOTS</p> | <p>a) LAWNS: All open front yard areas in Cypress Isle, not otherwise landscaped, shall be sodded and irrigated. Seeded front lawns are not permitted.</p> <p>c) FOUNDATION PLANTING: Foundation planting is required along all facades unless otherwise approved by the ARB, and along other areas as designated by the ARB such as decks, fenced enclosures, or other highly visible foundation areas.</p> <p>d) NURSERY GROWN TREES: Yards shall retain a minimum density of one (1) tree per 1500 s.f. of open yard <i>including pavement areas</i>. Existing mature trees may be used to meet this requirement. Where sufficient natural trees are not present after clearing for construction, new nursery grown trees conforming to the requirements of 4.2.3 (d) in the Handbook will be planted in addition to other required minimum landscaping.</p> |
| <p>4.2.5 RESTRICTED LANDSCAPING (<i>also 3.2.9</i>)</p> | <p>c) LANDSCAPING IN RPA BUFFER: Only landscaping that is consistent with natural vegetation is permitted in RPA areas, and must be first approved by James City County and then the ARB. JCC approval does not guarantee ARB approval.</p> |
| <p>4.4 PAVEMENTS</p> | |
| <p>4.4.1 DRIVEWAYS</p> | <p>b) PAVEMENT: Driveways shall be constructed of brick pavers, interlocking concrete pavers, stamped concrete (Bomanite or equivalent) or exposed aggregate concrete (grey or brown).</p> |
| <p>4.4.3 OTHER PAVEMENTS</p> | <p>b) PATIOS (GROUND LEVEL): Patios shall be paved with brick pavers, interlocking concrete pavers, stamped concrete (Bomanite or equivalent), slate or flagstone (Pennsylvania Bluestone, for example).</p> |
| <p>4.7 FENCES, GATES AND WALLS</p> | |
| <p>4.7.2 SUPPLEMENTAL NEIGHBORHOOD RESTRICTIONS</p> | <p>a) Limited walls or fences that are extensions of the house architecture will be considered on a case-by-case basis and may not extend outside the building envelope.</p> |
| <p>ARTICLE V</p> | <p>ARCHITECTURAL GUIDELINES</p> |
| <p>5.1 ARCHITECTURAL GUIDELINES - GENERAL</p> | |
| <p>5.1.3 MINIMUM FLOOR AREAS</p> | <p>a) Minimum finish floor area of each home shall be 2,800 s.f.</p> |

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| <p>5.1.5 HOUSE DESIGN CONCEPTS</p> | <p>b) MASSING, SCALE AND OPENINGS: Houses in Cypress Isle shall have minimum nine foot (9') floor to ceiling heights on both first and second floors. The house design shall emphasize the main body of the house over other elements such as garage or other wings. The quality and formal resolution of architectural design and detailing shall be consistent on all facades. Where window opening treatment such as jack arches or shutters are used on primary first floor windows, the same consistent treatment shall be used on all front and side facade windows unless otherwise approved by the ARB. Window openings on all facades generally shall be in a formal arrangement, both horizontally and vertically.</p> <p>d) TRIM AND DETAILS: All facades shall generally include appropriate trim and details to the style of architecture selected. Elements such as cornices, fascias, pediments, columns, window and door moldings, railings, balusters and similar details shall be included in appropriate sizes and styles to support the design of each home.</p> <p>f) UNAPPROVED DESIGNS: The ARB reserves the right to reject any house that does not meet the design criteria in this section</p> |
| <p>5.1.6 GARAGES</p> | <p>Front loading garages are prohibited in all cases. Garage doors shall be individual overhead doors a maximum of nine feet (9') wide and a minimum of seven feet four inches (7' 4") high.</p> |
| <p>5.2 ARCHITECTURAL GUIDELINES - CONSTRUCTION</p> | |
| <p>5.2.1 FOUNDATIONS AND MASONRY</p> | <p>a) PERMITTED FOUNDATION MATERIALS: All visible portions of exterior foundations shall be constructed of oversize brick, synthetic stucco, or natural quarried stone as consistent with house siding.</p> |
| <p>5.2.3 EXTERIOR SIDING</p> | <p>a) PERMITTED SIDING MATERIALS: Exterior siding materials are limited to brick, stucco, natural quarried stone, or cedar shingle on the main body of the house, with limited use of wood or cement fiber simulated wood siding.</p> <p>b) CONTINUITY OF FACADES: Each house shall have one primary siding material. When the primary material is used in combination with other siding materials, it shall be continuous around the exterior of the main body of the house.</p> |

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| 5.2.4 EXTERIOR TRIM | <p>a) GENERAL REQUIREMENTS: Exterior architectural detailing in Cypress Isle shall be appropriate to traditional classical facades. The following is a suggested list of appropriate trim features: white tapered wood columns, dormers, center decorative pediment gables, tall windows, stone sills, brick or stone arches or jack arches, key blocks, cut stone sculpted window trim and heads, elliptical or circle heads over doors, wrought iron handrails.</p> <p>b) CORNICES AND EAVES: All facades shall have a minimum five (5)-member cornice and eave consisting of frieze board, crown mold, eave, fascia and upper crown. Alternative cornices appropriate to an approved architectural style will be considered.</p> <p>c) RAKES: Rakes shall generally be boxed rakes with eave returns unless otherwise approved by the ARB depending on the architectural style of the house.</p> |
| 5.2.5 WINDOWS AND DOORS | g) WINDOW TRIM AND SHUTTERS: Shutters, if provided, shall be hinge mounted operable panels held open with shutter dogs. Panels will be sized to fit the window openings |
| 5.2.6 ROOFS AND ROOF ACCESSORIES | <p>a) ROOF MATERIALS: Roof materials are limited to slate, (or approved simulated slate,) concrete shingles, and Grand Manor 50 year dimensional architectural shingles or their equivalent (in the opinion of the ARB). Other materials will be judged on their own merits, but are subject to disapproval by the ARB.</p> <p>i) SOLAR COLLECTORS: Solar Collectors are not permitted.</p> |
| 5.2.7 PORCHES AND DECKS | e) REAR DECK CONSTRUCTION: Decks constructed above the first floor level shall be constructed with finish grade materials on all vertical faces and railings, including trim consistent in style with other house trim. All vertical faces shall be finished to match other house trim. |

FOUNDER’S HILL SUPPLEMENTAL

1.1 PHILOSOPHY OF FOUNDER’S HILL:

Founder’s Hill was envisioned by Governor’s Land Associates as an urban styled neighborhood of historic revival architecture including Georgian, Adam, Federal and Greek Revival periods. The standards here are designed to support this philosophy in both the general architectural themes and the specific architectural details of homes. Some lot development and landscaping standards are also modified here in support of this theme. An urban neighborhood is generally built to a higher density than other planned community neighborhoods and thus requires higher specific standards and controls to protect the design quality and maintain consistency in the visual streetscape.

1.2 ARB AUTHORITY TO REJECT NON-COMPLYING DESIGNS:

The ARB has absolute authority to deny applications in whole or in part, for homes that do not support this philosophy, or do not meet the specific standards in this supplement.

1.3 REQUIREMENTS HERE IN ADDITION TO HANDBOOK REQUIREMENTS:

The following standards are specific requirements for lot and home development in Founder’s Hill. They are provided as supplements to the general design standards in this Handbook. The standards listed below are referenced to specific paragraphs in the Handbook. In each case, the standard referenced in the Handbook shall be modified by *the addition or modification of* language provided here for any lot or home improvements in Founder’s Hill. All other language in the modified paragraph remains applicable unless specifically contradicted by this additional language. All other standards in the Handbook, unmodified by this section, shall apply to Founder’s Hill in the same manner as they do to all other neighborhoods in The Governor’s Land.

SUPPLEMENTAL STANDARDS

| REFERENCED MODIFIED PARAGRAPH NUMBER AND TITLE | SUPPLEMENTAL STANDARD |
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| ARTICLE III | INDIVIDUAL LOT DESIGN AND LAYOUT STANDARDS |
| 3.2 LOCATING STRUCTURES ON THE LOT | |
| 3.2.4 ADDITIONAL LIMITATIONS ON HOUSE SITING | b) ORIENTATION TO THE ROAD: Some lots in Founder’s Hill have building envelopes with diagonal corner setbacks. Houses on these lots shall be oriented so that the front of the house faces the corner of the lot. |
| ARTICLE IV | LOT CLEARING AND CONSTRUCTION STANDARDS |
| 4.2 LANDSCAPING | |
| 4.2.1 GENERAL RECOMMENDA- TIONS | Landscaping requirements are greater for Founder’s Hill than for other parts of Governor’s Land. |

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| 4.2.3 REQUIRED MINIMUM LANDSCAPING - ALL LOTS | <p>a) LAWNS: All open yard areas not otherwise landscaped shall be sodded and irrigated. Seeded lawns are not permitted.</p> <p>c) FOUNDATION PLANTING: Foundation planting is required along both the front and side facades when they face a street diagonally, along driveways and front walks, and along other areas as designated by the ARB such as decks, fenced enclosures, or other highly visible foundation areas.</p> <p>e) NATURAL AREAS: On lots that back up to Two Rivers Road, no area of the lot may be left in a natural state. All areas shall be landscaped in accordance with standards for lawns, planting beds, foundation planting, and trees.</p> |
| 4.2.4 LANDSCAPING USED FOR REQUIRED SCREENING: | a) PRIVACY SCREENING: Plantings used for screening in Founder’s Hill shall preferably be developed in uniform rows or as hedges. |
| 4.4 PAVEMENTS | |
| 4.4.1 DRIVEWAYS | <p>b) PAVEMENT: The finish must be stamped concrete with a gray cobblestone herringbone pattern, gray pavers, gray exposed aggregate or brushed concrete. Stamped gray concrete or gray pavers are preferred. Samples of stamped gray concrete and gray pavers must be submitted for review and approval.</p> <p>c) CURB CUTS AND APRONS: Driveways shall tie directly into the roll curb at the street.</p> |
| 4.7 FENCES, GATES AND WALLS | |
| 4.7.2 SUPPLEMENTAL NEIGHBORHOOD RESTRICTIONS | a) Limited walls or fences that are extensions of the house architecture may not extend outside the building envelope. Wildlife barrier fences will not be permitted. |
| ARTICLE V | ARCHITECTURAL GUIDELINES |
| 5.1 ARCHITECTURAL GUIDELINES - GENERAL | |

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| <p>5.1.5 HOUSE DESIGN CONCEPTS</p> | <p>Houses in Founder’s Hill shall be designed with traditional historic exterior facades. Facades shall use traditional design elements as defined in this Article. Primary design requirements for Founder’s Hill include:</p> <p>a) TRADITIONAL HOUSE STYLES: Traditional architectural styles are derived from historical styles including Georgian, Adam, Greek Revival, Federal and Colonial Revival.</p> <p>b) MASSING, SCALE AND OPENINGS: Houses in Founder’s Hill shall have an urban scale, utilizing minimum nine foot (9’) floor to ceiling heights on both first and second floors. The house design shall emphasize the main body of the house over other elements such as garage or other wings. Where window opening treatment such as jack arches or shutters are used on primary first floor windows, the same consistent treatment shall be used on all facade windows on houses facing a street diagonally. Window openings on the front facade shall be in a formal arrangement, both horizontally and vertically. Window openings on other facades facing streets, golf course or common areas shall, as much as possible, be in a formal arrangement also.</p> <p>c) ENTRANCES: All homes shall have a front-facing main entrance except for lots with angled building envelopes, where the entrance shall face paved pull-off on the street.</p> <p>d) TRIM AND DETAILS: All facades shall generally include appropriate traditional trim and details. Elements such as cornices, fascias, pediments, columns, window and door moldings, railings, balusters and similar details shall be included in appropriate sizes and styles to support the prevailing traditional design themes of Founder’s Hill.</p> <p>e) ROOF PITCHES: Minimum roof pitch on main roof of one and one-half story houses shall be 12 in 12 unless otherwise approved by the ARB.</p> <p>f) UNAPPROVED DESIGNS: The ARB will reject any house that does not meet the traditional design criteria in this section.</p> |
| <p>5.1.6 GARAGES</p> | <p>Garages shall have multiple nine-foot (9’) wide single-width doors. Double width, 18’ doors are not permitted, unless otherwise approved by the ARB for locations not visible from the street.</p> |
| <p>5.2 ARCHITECTURAL GUIDELINES - CONSTRUCTION</p> | |
| <p>5.2.1 FOUNDATIONS AND MASONRY</p> | <p>a) PERMITTED FOUNDATION MATERIALS: All visible portions of exterior foundations shall be constructed of brick.</p> <p>c) FOUNDATION VENTS: If used Decorative louvered foundation vents are required on all facades.</p> |

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| 5.2.3 EXTERIOR SIDING | <p>a) PERMITTED SIDING MATERIALS: Exterior siding materials are limited to brick with limited use of wood or cement fiber simulated wood or stucco (including synthetic stucco), or natural quarried stone.</p> <p>b) BRICK AND STONE FACADES: When brick is used in combination with other siding materials, it shall be continuous around the exterior of the main body of the house. Stone is only permitted as a limited or accent material and shall be natural quarried stone.</p> |
| 5.2.4 EXTERIOR TRIM | <p>a) GENERAL REQUIREMENTS: Exterior architectural detailing shall be appropriate to traditional classical facades. The following is a suggested list of appropriate trim features: white tapered wood columns, dormers, center decorative pediment gables, tall windows, stone sills, stone arches or brick jack arches, key blocks, elliptical or circle heads over doors, wrought iron handrails.</p> <p>b) CORNICES AND EAVES: All primary facades shall have a minimum five (5)-member cornice and eave consisting of frieze board, crown mold, eave, fascia and upper crown. Optional modillion blocks or dentils are recommended.</p> <p>c) RAKES: Rakes shall generally be boxed rakes with eave returns unless otherwise approved by the ARB depending on the architectural style of the house.</p> |
| 5.2.5 WINDOWS AND DOORS | <p>b) WINDOWS ON REAR FACADES: Windows on rear facades shall be consistent with windows on other facades, unless otherwise approved by the ARB for facades not visible from roads.</p> |
| 5.2.6 ROOFS AND ROOF ACCESSORIES | <p>a) ROOF MATERIALS: Roof materials are limited to cedar shingles, slate, (or approved simulated slate,) simulated shingles (concrete), and three-dimensional architectural shingles. Other materials will be judged on their own merits, and must be approved by the ARB.</p> <p>b) SHINGLE COLORS: All roofs must be a dark gray or black.</p> |

MARINA VILLAGE SUPPLEMENTAL

1.1 PHILOSOPHY OF MARINA VILLAGE:

Marina Village was envisioned to emulate the architecture and character of the combination of style seen in Coastal towns from New England to South Carolina. Due to the unique specific character of this neighborhood, the style of the architecture, the quality of construction, and the landscaping will be of great importance to The Governor’s Land community as a whole and to the property owners in Marina Village in particular. Therefore, certain different specific standards and controls have been provided here to protect the design quality and maintain consistency in the visual streetscape of this neighborhood.

1.2 ARB AUTHORITY TO REJECT NON-COMPLYING DESIGNS:

The ARB has absolute authority to deny applications in whole or in part, for homes that are not supportive of this philosophy, or do not meet the specific standards in this supplement.

1.3 REQUIREMENTS HERE IN ADDITION TO HANDBOOK REQUIREMENTS:

The following standards are specific requirements for lot and home development in Marina Village. They are provided as supplements to the general design standards in this Handbook. The standards listed below are referenced to specific standards paragraphs in the Handbook. In each case, the standard referenced in the Handbook shall be modified by *the addition or modification of* language provided here for any lot or home improvements in Marina Village. All other language in the modified paragraph remains applicable unless specifically contradicted by this additional language. All other standards in the Handbook, unmodified by this section, shall apply to Marina Village in the same manner as they do to all other neighborhoods in The Governor’s Land.

SUPPLEMENTAL STANDARDS

| REFERENCED MODIFIED PARAGRAPH NUMBER AND TITLE | SUPPLEMENTAL STANDARD |
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| ARTICLE IV | LOT CLEARING AND CONSTRUCTION STANDARDS |
| 4.2 LANDSCAPING | |
| 4.2.1 GENERAL RECOMMENDA- TIONS | Landscaping requirements are greater for Marina Village than for other parts of Governor’s Land. Plantings in the RPA are restricted to those approved by JCC Environmental Division. JCC approval does not guarantee ARB approval. |

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| <p>4.2.3 REQUIRED MINIMUM LANDSCAPING - ALL LOTS</p> | <p>a) LAWNS: All open yard areas not otherwise landscaped shall be sodded and irrigated. Seeded lawns are not permitted.</p> <p>b) SHRUBS AND PLANTING BEDS: Additional planting beds should be developed along property perimeters in accordance with an approved front yard fence.</p> <p>c) FOUNDATION PLANTING: Foundation planting is required along all facades unless otherwise approved by the ARB, and along other areas as designated by the ARB such as decks, fenced enclosures, or other highly visible foundation areas.</p> <p>d) NURSERY GROWN TREES: TREE REPLACEMENT: Where clearing leaves front or corner side yards devoid of mature trees, new nursery grown trees shall be planted at a total density of one (1) tree per 750 s.f. of open yard <i>including pavement areas</i>.</p> <p>e) NATURAL AREAS: No area of the lot may be left in a natural state. All areas shall be landscaped in accordance with standards for lawns, planting beds, foundation planting, and trees.</p> |
| <p>4.2.4 LANDSCAPING USED FOR REQUIRED SCREENING:</p> | <p>a) PRIVACY SCREENING: Plantings used for screening in Marina Village shall preferably be developed in uniform rows or as hedges.</p> |
| <p>4.4 PAVEMENTS</p> | |
| <p>4.4.1 DRIVEWAYS</p> | <p>b) PAVEMENT: The driveway apron shall be brick pavers set in a herringbone pattern with brick rowlock borders. The balance of the driveway shall be brown exposed aggregate concrete.</p> |
| <p>4.4.2 FRONT WALKS</p> | <p>a) LOCATION: Each house shall have a front sidewalk developed at the front property line consistent with existing sidewalk locations.</p> <p>b) DESIGN: Sidewalks shall be brick pavers set on a sand bed in a herringbone pattern, with rowlock borders.</p> |
| <p>4.4.3 OTHER PAVEMENTS</p> | <p>b) PATIOS (GROUND LEVEL): Patios shall be paved with brick pavers, interlocking concrete pavers, stamped concrete (Bomanite or equivalent), or exposed aggregate concrete.</p> |
| <p>4.7 FENCES, GATES AND WALLS</p> | |
| <p>4.7.2 SUPPLEMENTAL NEIGHBORHOOD RESTRICTIONS</p> | <p>a) Yard fences in Marina Village shall be limited to decorative Williamsburg styled picket fences, which shall be painted or stained white. They may extend to the property line. Wildlife barrier fences will not be permitted.</p> |
| <p>ARTICLE V</p> | <p>ARCHITECTURAL GUIDELINES</p> |
| <p>5.1 ARCHITECTURAL GUIDELINES - GENERAL</p> | |

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| <p>5.1.5 HOUSE DESIGN CONCEPTS</p> | <p>Houses in Marina Village shall be designed in traditional styles evocative of historic seaport architecture, such as Cape Cod, low country cottage, shingle cottage and Greek Revival. Primary design requirements for Marina Village include:</p> <p>a) HOUSE STYLES: Traditional styles evocative of historic seaport architecture, such as Cape Cod, low country cottage, shingle cottage and Greek Revival. Examples are provided from the William Poole collection following this supplement.</p> <p>d) TRIM AND DETAILS: All facades shall generally include appropriate trim and details to the style of architecture selected. Elements such as cornices, fascias, pediments, columns, window and door moldings, railings, balusters and similar details shall be included in appropriate sizes and styles to support the design of each home.</p> <p>f) UNAPPROVED DESIGNS: The ARB will reject any house that does not meet the design criteria in this section.</p> |
| <p>5.2 ARCHITECTURAL GUIDELINES - CONSTRUCTION</p> | |
| <p>5.2.1 FOUNDATIONS AND MASONRY</p> | <p>a) PERMITTED FOUNDATION MATERIALS: All visible portions of exterior foundations shall be constructed of brick.</p> |
| <p>5.2.3 EXTERIOR SIDING</p> | <p>a) PERMITTED SIDING MATERIALS: Exterior siding materials are limited to primarily wood or shingle siding, cement fiber simulated wood siding and limited use of brick, such as on gable end walls.</p> |
| <p>5.2.5 WINDOWS AND DOORS</p> | <p>a) WINDOWS ON FRONT AND SIDE FACADES: Windows shall be consistent with the architectural design of the house and shall be consistent in style on all facades.</p> <p>b) WINDOWS ON REAR FACADES: Windows on rear facades shall be consistent with windows on other facades, unless otherwise approved by the ARB.</p> <p>g) WINDOW TRIM AND SHUTTERS: Shutters, if provided, shall be hinge mounted operable panels held open with shutter dogs. Panels will be sized to fit the window openings. .</p> |
| <p>5.2.6 ROOFS AND ROOF ACCESSORIES</p> | <p>a) ROOF MATERIALS: Roof materials are limited to sawn cedar shingles, slate, (or approved simulated slate,) simulated shingles (concrete), minimum 40lb metal standing seam in (painted) medium to dark gray, dark green or (natural) copper, and minimum 30 year dimensional architectural shingles in dark gray or black. Other materials will be judged on their own merits, but are subject to disapproval by the ARB.</p> |

TWO RIVERS POINT SUPPLEMENTAL

1.1 PHILOSOPHY OF TWO RIVERS POINT:

Two Rivers Point is an extraordinary neighborhood located at the confluence of the James and Chickahominy Rivers, and overlooking the 18th hole at Two Rivers Country Club. Due to the high visual exposure of the homes and lots in this neighborhood, the quality of the architecture, construction, and landscaping will be of great importance to The Governor’s Land community as a whole and to the property owners in Two Rivers Point in particular. Therefore, certain higher specific standards and controls are provided to protect the design quality and maintain consistency in the visual streetscape of this neighborhood.

1.2 ARB AUTHORITY TO REJECT NON-COMPLYING DESIGNS:

The ARB has absolute authority to deny applications in whole or in part, for homes that do not support this philosophy, or do not meet the specific standards in this supplement.

1.3 REQUIREMENTS HERE IN ADDITION TO HANDBOOK REQUIREMENTS:

The following standards are specific requirements for lot and home development in Two Rivers Point. They are provided as supplements to the general design standards in this Handbook. The standards listed below are referenced to specific standards paragraphs in the Handbook. In each case, the standard referenced in the Handbook shall be modified by *the addition or modification of* language provided here for any lot or home improvements in Two Rivers Point. All other language in the modified paragraph remains applicable unless specifically contradicted by this additional language. All other standards in the Handbook, unmodified by this section, shall apply to Two Rivers Point in the same manner as they do to all other neighborhoods in The Governor’s Land. Applicants should pay special attention to foundation construction requirements stated at the end of this section.

SUPPLEMENTAL STANDARDS

| REFERENCED MODIFIED PARAGRAPH NUMBER AND TITLE | SUPPLEMENTAL STANDARD |
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| ARTICLE IV | LOT CLEARING AND CONSTRUCTION STANDARDS |
| 4.2 LANDSCAPING | |
| 4.2.1 GENERAL RECOMMENDATIONS | Landscaping requirements are greater for Two Rivers Point than for other parts of Governor’s Land |
| 4.2.3 REQUIRED MINIMUM LANDSCAPING - ALL LOTS | <p>a) LAWNS: All open yard areas in Two Rivers Point not otherwise landscaped shall be sodded and irrigated. Seeded lawns are not permitted.</p> <p>c) FOUNDATION PLANTING: Foundation planting is required along all facades unless otherwise approved by the ARB, and along other areas as designated by the ARB such as decks, fenced enclosures, or other highly visible foundation areas.</p> <p>d) NURSERY GROWN TREES: TREE REPLACEMENT: Where yards are devoid of mature trees, new nursery grown trees shall be planted at a total density of one (1) tree per 3,000 s.f. of open yard <i>including pavement areas</i>, but in no case less than five (5) trees.</p> <p>e) NATURAL AREAS: No area of the lot may be left in a natural</p> |

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| | state. All areas shall be landscaped in accordance with standards for lawns, planting beds, foundation planting, and trees. |
| 4.2.4 LANDSCAPING USED FOR REQUIRED SCREENING: | a) PRIVACY SCREENING: Plantings used for screening in Two Rivers Point shall preferably be developed in uniform rows or as hedges. |
| 4.2.5 RESTRICTED LANDSCAPING (<i>also 3.2.9</i>) | d) LANDSCAPING IN RPA BUFFER: Only landscaping that is consistent with natural vegetation is permitted in RPA areas, and must first be approved by James City County and then the ARB. JCC approval does not guarantee ARB approval. |
| 4.4 PAVEMENTS | |
| 4.4.1 DRIVEWAYS | b) PAVEMENT: The finish must be brick pavers, interlocking concrete pavers, or stamped concrete (Bomanite or equivalent). |
| 4.4.3 OTHER PAVEMENTS | b) PATIOS (GROUND LEVEL): Patios shall be paved with brick pavers, interlocking concrete pavers, stamped concrete (Bomanite or equivalent), slate or flagstone (Pennsylvania Bluestone, for example). |
| 4.7 FENCES, GATES and WALLS | |
| 4.7.2 SUPPLEMENTAL NEIGHBORHOOD RESTRICTIONS | a) Yard fences shall be limited to black iron or aluminum picket fence styles only. Fences may enclose portions of rear yards only, up to the outermost rear house corners, and enclosing a limited area of the rear yard. Landscape screening will be required along the outside of any fence visible from the golf course or street. Wildlife barrier fences will not be permitted. |
| ARTICLE V | ARCHITECTURAL GUIDELINES |
| 5.1 ARCHITECTURAL GUIDELINES - GENERAL | |
| 5.1.3 MINIMUM FLOOR AREAS | a) Minimum finish floor area of each home shall be 3,400 s.f. |
| 5.1.5 HOUSE DESIGN CONCEPTS | b) MASSING, SCALE AND OPENINGS: Houses in Two Rivers Point shall have an urban scale, utilizing minimum nine-foot (9') floor to ceiling heights on both first and second floors. The house design shall emphasize the main body of the house over other elements such as garage or other wings. Where window opening treatment such as jack arches or shutters are used on primary first floor windows, the same consistent treatment shall be used on all facade windows unless otherwise approved by the ARB. Window openings on all facades generally shall be in a formal arrangement, both horizontally and |

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| | <p>vertically.</p> <p>d) TRIM AND DETAILS: All facades shall generally include appropriate trim and details to the style of architecture selected. Elements such as cornices, fascias, pediments, columns, window and door moldings, railings, balusters and similar details shall be included in appropriate sizes and styles to support the design of each home.</p> <p>f) UNAPPROVED DESIGNS: The ARB reserves the right to reject any house that does not meet the design criteria in this section.</p> |
| 5.2 ARCHITECTURAL GUIDELINES - CONSTRUCTION | |
| 5.2.1 FOUNDATIONS AND MASONRY | a) PERMITTED FOUNDATION MATERIALS: All visible portions of exterior foundations shall be constructed of oversize brick or natural quarried stone. |
| 5.2.3 EXTERIOR SIDING | <p>a) PERMITTED SIDING MATERIALS: Exterior siding materials are limited to brick or natural quarried stone on the main body of the house, with limited use of wood or cement fiber simulated wood board, or stucco (including synthetic stucco).</p> <p>b) BRICK AND STONE FACADES: When brick or natural quarried stone is used in combination with other siding materials, it shall be continuous around the exterior of the main body of the house.</p> |
| 5.2.4 EXTERIOR TRIM | <p>a) GENERAL REQUIREMENTS: Exterior architectural detailing shall be appropriate to traditional classical facades. The following is a suggested list of appropriate trim features: white tapered wood columns, dormers, center decorative pediment gables, tall windows, stone sills, brick or stone arches or jack arches, key blocks, cut stone sculpted window trim and heads, elliptical or circle heads over doors, wrought iron handrails.</p> <p>b) CORNICES AND EAVES: All primary facades shall have a minimum five (5)-member cornice and eave consisting of frieze board, crown mold, eave, fascia and upper crown. Alternative cornices appropriate to an approved architectural style will be considered.</p> <p>c) RAKES: Rakes shall generally be boxed rakes with eave returns unless otherwise approved by the ARB depending on the architectural style of the house.</p> |
| 5.2.5 WINDOWS AND DOORS | a) WINDOW TRIM AND SHUTTERS: Shutters, if provided, shall be hinge mounted operable panels held open with shutter dogs. Panels will be sized to fit the window openings. |
| 5.2.6 ROOFS AND ROOF ACCESSORIES | a) ROOF MATERIALS: Roof materials are limited to cedar shingles, slate, (or approved simulated slate,) simulated shingles (concrete) and Grand Manor 50-year dimensional architectural shingles or their equivalent (in the opinion of the ARB). Other materials will be judged on their own merits, but are subject to disapproval by the ARB. |
| ADDITIONAL CONSTRUCTION REQUIREMENT - FOUNDATIONS | Two Rivers Point is located in a historically rich area of James City County, Virginia. Extensive archaeological research conducted by the James River Institute for Archaeology, Inc. on behalf of Governor's Land resulted in the most extensive excavation of a Contact Period |

Native American village in Virginia. The Paspahegh Indians had their village located on the banks of the Chickahominy River overlooking the confluence of the James and Chickahominy Rivers. This village was located primarily underneath what is now the 18th hole of the Two Rivers golf course and in the area immediately adjacent to the 18th hole. Many Native American long houses were discovered as well as several burial sites within this region. In the peripheral areas of the field (the area where Two Rivers Point subdivision is located), additional long houses and cultural features were discovered but at a lower level of density.

Governor's Land entered into an agreement with James City County, the James City County Historical Commission, and the U.S. Army Corps of Engineers that set aside an archaeological easement area adjacent to the 18th hole and including some of the 18th hole. This area could be filled over with earth but could not be developed. The balance of the site (the Two Rivers Point subdivision) was allowed to be developed provided that the development either not impact the underlying archaeological features or, if impacted, the archaeological features would be documented by excavation prior to development. In conjunction with this requirement, Governor's Land was allowed to fill over the unexcavated archaeological site as an accepted method of providing in situ preservation while at the same time dramatically enhancing the views of golf and river from the home sites. To complete the development of the home without impact to the underlying features, homes are required to be constructed on concrete piling placed underneath the foundation. This methodology of construction should result in negligible impact to archaeological features that may be located under the fill and thereby require no additional archaeological documentation (i.e. excavation). The architectural guidelines for Two Rivers Point will require that all foundations be constructed utilizing the angled or pressed sleeve pile systems.

WYTHE HAMLET SUPPLEMENTAL

1.1 PHILOSOPHY OF WYTHE HAMLET:

Wythe Hamlet is a small neighborhood of home sites overlooking the third fairway at Two Rivers Country Club. The design of this neighborhood includes model home designs created by Governor’s Land Associates, Developers of The Governor’s Land. Only approved final versions of these designs, or substitute designs which are approved by the ARB as being consistent in concept with the model home designs, may be constructed in Wythe Hamlet. Therefore, certain higher specific standards and controls are provided here to protect the design quality and maintain consistency in the visual streetscape of this neighborhood.

1.2 ARB AUTHORITY TO REJECT NON-COMPLYING DESIGNS:

The ARB has absolute authority to deny applications in whole or in part, for homes that do not support this philosophy, or do not meet the specific standards in this supplement.

1.3 REQUIREMENTS HERE IN ADDITION TO HANDBOOK REQUIREMENTS:

The following standards are specific requirements for lot and home development in Wythe Hamlet. They are provided as supplements to the general design standards in this Handbook. The standards listed below are referenced to specific standards paragraphs in the Handbook. In each case, the standard referenced in the Handbook shall be modified by *the addition or modification of* language provided here for any lot or home improvements in Wythe Hamlet. All other language in the modified paragraph remains applicable unless specifically contradicted by this additional language. All other standards in the Handbook, unmodified by this section, shall apply to Wythe Hamlet in the same manner as they do to all other neighborhoods in The Governor’s Land.

SUPPLEMENTAL STANDARDS

| REFERENCED MODIFIED PARAGRAPH NUMBER AND TITLE | SUPPLEMENTAL STANDARD |
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| ARTICLE I | POLICIES AND PROCESS |
| 1.5 THE NEW HOME REVIEW PROCEDURE | |
| 1.5.2 THE CONCEPT REVIEW | f) The Property Owner may reserve a model home design or other home design for a specific lot in Wythe Hamlet, by following the Concept Review Guidelines stated in Section 1.5.2. The Property Owner shall provide to the ARB adequate information about the home design and/or any proposed exterior changes to the model home design. Concept Review for Wythe Hamlet shall expire six (6) months after the approval by the ARB, unless one of the following occurs: |

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| | <p>1) The Property Owner proceeds with Preliminary Review and Final Plan Review as described in Section 1.5.3 and Section 1.5.4, respectively. The approval period for Final Plan Review is further described in Section 1.5.1.</p> <p>2) The Property Owner renews the Concept Review by re-applying to the ARB. Concept Review renewal shall be charged a fee of \$50.00, which is subject to change by the ARB.</p> |
| ARTICLE II | CONSTRUCTION PROCEDURES AND STANDARDS |
| 2.3 JOB SITE AND CREW MANAGEMENT | |
| 2.3.2 DAILY PARKING | All vehicles belonging to any person working at the jobsite shall be parked only in an approved area designated by GLF. |
| ARTICLE III | INDIVIDUAL LOT DESIGN AND LAYOUT STANDARDS |
| 3.1 MINIMUM REQUIRED IMPROVEMENTS TO LOTS | |
| 3.1.1 MINIMUM REQUIRED IMPROVEMENTS | <p>a) HOUSE: Any development of a lot in Wythe Hamlet must include as part of the initial approval, a single family house as designed for this neighborhood by the Developer, or an approved alternative of similar design style. The house must also meet all other minimum standards in <i>The Governor's Land Handbook of Design Standards and Guidelines for Homebuilding</i>, and these Supplementary Standards.</p> <p>b) PAVED DRIVEWAY: Except where specifically shown on a plan of file at the Foundation Office, all houses in Wythe hamlet shall be designed to include a courtyard style driveway and parking pad, as further defined and restricted in these Supplementary Standards.</p> <p>h) STREET SIDEWALKS AND DRIVEWAY APRONS: The Developer will install paver sidewalks and driveway aprons from edge of street to back edge of sidewalk. Builder/Lot Owner will be responsible for maintenance of sidewalk/apron. Should the Lot Owner not properly maintain the driveway/apron and sidewalk in good condition, the Governor's Land Foundation reserves the right to remedy the condition of the driveway/sidewalk at the Lot Owner's expense.</p> |
| 3.2 LOCATING STRUCTURES ON THE LOT | |
| 3.2.2 BUILDING ENVELOPE | A mandatory building envelope, establishing building setback lines, is delineated on the Record Plat for Wythe Hamlet. Structures shall be located wholly within the building envelope except for permitted encroachments established in this section, and wholly outside of any designated easements. In order to maintain the relationship between houses and the golf course, between adjacent houses, and between facing auto courtyards, each house shall be built within ten feet (10') of the rear building setback line. |

| 3.2.3 PERMITTED ENCROACHMENTS | | | |
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| Elements or Features | Maximum Encroachment | | |
| | Front Setback | Side Setback | Rear Setback |
| Uncovered porches, stoops, steps, decks and balconies | None | None | 5' |
| Grade level patios, terraces and uncovered decks no more than 2"-6" above surrounding grade, with no guardrails, handrails, fixed benches or other vertical elements projecting above patio, terrace, or deck elevation | None | None | 12' but no closer than 10' to rear property line |
| HVAC equipment screening enclosure | None | None | None |
| Bay windows (box and angled bays) | None | 2'6" | 2'6" |
| Roof overhangs (cornice or eave) | 1'6" | 1'6" | 1'6" |
| Accessory buildings and other structures | Accessory Buildings are not allowed in Wythe Hamlet | | |
| Swimming pools | Swimming pools are not allowed in Wythe Hamlet | | |
| 3.2.4 ADDITIONAL LIMITATIONS ON HOUSE SITING | <p>b) Due to the proximity of the homes, the setbacks of the homes shall be maintained consistent to that shown on a plan on file at the Foundation Office.</p> <p>c) RELATIONSHIP TO OTHER HOUSES: In addition to other siting requirements, houses in Wythe Hamlet shall be oriented as designated by the Developer to create facing courtyards on pairs of adjacent lots. The ARB may approve variations from this, which may, in the opinion of the ARB, be required in special cases. Due to the close proximity of houses, front setbacks will be maintained as similar as possible on adjacent lots to maintain the visual quality of the streetscape.</p> | | |
| 3.2.6 ACCESSORY BUILDINGS (SHEDS) - SITING REQUIREMENTS | a) Detached sheds and garages are not permitted in Wythe Hamlet. Any additional storage or garage space shall be designed as an attached house addition and must be approved by the ARB. | | |
| 3.2.7 SWIMMING POOLS – SITING REQUIREMENTS | Swimming pools are not allowed in Wythe Hamlet | | |

| ARTICLE IV | LOT CLEARING AND CONSTRUCTION STANDARDS |
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| 4.2 LANDSCAPING | |
| 4.2.3 REQUIRED MINIMUM LANDSCAPING - ALL LOTS | Landscaping in Wythe Hamlet shall be designed to achieve basic landscaping goals, such as framing views to and from the street, framing views to and from adjacent properties, marking driveway entrances, enhancing buffers between lots, providing transition to the golf course and providing definition and enclosure of auto courtyards. Landscape plans will be generally consistent with that shown in on a |

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| | <p>plan on file at the Foundation office. Quantities, sizing, and spacing shall follow the examples shown on a plan of file at the Foundation Office.</p> <p>a) LAWNS: All open yard areas not otherwise landscaped shall be sodded and irrigated. Seeded lawns are not permitted.</p> <p>d) NURSERY GROWN TREES: Finished yard shall be planted generally consistent with the Wythe Hamlet landscape plan, see on a plan of file at the Foundation Office. Trees should be consistent in quantity, size, and selection; however, substitution of similar tree types is permitted with approval by ARB.</p> <p>e) NATURAL AREAS: No area of the lot may be left in a natural state unless specifically approved by the ARB. All areas shall be landscaped in accordance with standards for lawns, planting beds, foundation planting, and trees.</p> <p>f) Developer will install street trees at the front of each lot behind sidewalk. Lot owner will be responsible for the maintenance. Should the Lot owner not properly maintain the trees, the Governor’s Land Foundation reserves the right to remedy the condition of the trees at the owner’s expense.</p> <p>f) Tall dense plant material that would significantly impair the view of neighbors to the golf course will not be generally permitted.</p> |
| 4.4 PAVEMENTS | |
| 4.4.1 DRIVEWAYS | b) PAVEMENT: All driveways shall be paved with exposed aggregate concrete, brick pavers, approved interlock concrete pavers, or approved stamped colored concrete (Bomanite or equivalent). |
| 4.4.2 FRONT WALKS | b) DESIGN: All front walks shall be paved with brick pavers to blend with the house brick, exposed aggregate concrete, approved interlock concrete pavers, or approved stamped, colored concrete (Bomanite or equivalent). |
| 4.4.3 OTHER PAVEMENTS | b) PATIOS (GROUND LEVEL): Patios shall be paved with brick pavers, interlocking concrete pavers, stamped concrete (Bomanite or equivalent), slate or flagstone (Pennsylvania Bluestone, for example). |
| 4.7 FENCES, GATES AND WALLS | |
| 4.7.2 SUPPLEMENTAL NEIGHBORHOOD RESTRICTIONS | a) Yard fences shall be limited to decorative Williamsburg style picket fences, painted or stained white. They are limited to rear yards, to a maximum height of 36’ and may extend to the property lines. Wildlife barrier fences will not be permitted. |
| 4.8 PLAY EQUIPMENT AND STRUCTURES | |
| 4.8.1 DEFINITIONS | b) Play equipment, as defined in this section, will be limited to structures or devices no larger than 48 s.f. in ground coverage area (defined as a rectangular area encompassing the greatest extremities of the structure), and no higher than six feet (6’). Play equipment shall be placed no greater than 20’ from rear of house, no less than 10’ from rear property line, no less than 7’6" from side property line. Placement shall minimize visual impact on adjacent lots. |

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| 4.8.4 BASKETBALL GOALS | Basketball goals are permitted only on the courtyard side face of garages, over the garage door. Freestanding goals are not permitted. Backboards shall have clear background, or shall be painted to match adjacent surfaces |
| ARTICLE V | ARCHITECTURAL GUIDELINES |
| 5.1 ARCHITECTURAL GUIDELINES - GENERAL | |
| 5.1.2 PROXIMITY OF SIMILAR HOUSES | <p>In order to minimize the visual impact of the same or substantially similar house elevations located very near one another, the following shall apply to placement of the model homes and other designs on lots in Wythe Hamlet:</p> <p>a) No model homes or home designs, which are the same, shall be placed within four (4) lots of one another. (Example: If Model A, Elevation #1 is placed on Lot #1, it can be used again on Lot #5)</p> <p>b) No model home with an alternate elevation shall be placed within two (2) lots of another model home of the same basic design, without significant elevation revisions as approved by the ARB. (Example: If Model A, Elevation #1 is placed on Lot #1, then Model A, Elevation #2 can be placed on Lot #3.)</p> <p>c) Any home designs which are the same or substantially similar shall use different exterior colors from one another (Example: If Model A is used on Lot #5 and Lot #15, they shall have different exterior colors.)</p> <p>d) These guidelines apply to facades facing the street and facades facing the golf course. The ARB shall make final judgment as to the degree of acceptable similarities permitted in Wythe Hamlet.</p> |
| 5.1.3 MINIMUM FLOOR AREAS | a) Minimum finish floor area of each home shall be 2,200 s.f. |
| 5.1.4 MAXIMUM SIZE | c) Maximum finished floor area of each home shall be limited to 4,200 square feet, unless otherwise approved by the ARB. In consideration of homes with finished floor areas greater than 4,200 square feet, the ARB will review massing, scale, and appearance of homes to determine compatibility and consistency with Wythe Hamlet model homes. |
| 5.1.5 HOUSE DESIGN CONCEPTS | <p>a) GEORGIAN TRANSITIONAL MODEL HOMES: All houses shall be constructed from one of the model home designs for Wythe Hamlet, a modification of a model home design, or a custom design that conforms to the style and contains the design elements of the model homes. This includes classical design elements (windows, doors, cornices, gables, details, etc.) organized in a transitional asymmetrical facade.</p> <p>b) MASSING, SCALE AND OPENINGS:</p> <ol style="list-style-type: none"> 1. Houses in Wythe Hamlet shall utilize minimum nine-foot (9') floor to ceiling height on first floors. 2. Rafters shall bear on top of the first floor ceiling joists (or other bearing condition), so that the primary soffit at the roof edge is at least ten feet (10') above the first floor, except at garages or other |

| | |
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| | <p>secondary wings of the main house.</p> <p>3. The house design shall consist of a whole or part 1½ story structure and optional 2-story structure. 1 or 1 ½ story structures shall flank each side of any partial 2-story element, to visually tie the 2-story element into the main house. Any 2-story elements shall be set back at least 15' from the side property line. Full 2-story houses are not permitted.</p> <p>d) TRIM AND DETAILS: All facades shall include trim and details consistent in design and size with those elements on model homes.</p> <p>e) ROOF PITCHES: Roof slopes shall be 12 in 12, to 13 in 12, unless otherwise approved for small secondary roof elements or special conditions.</p> <p>f) UNAPPROVED DESIGNS: The ARB reserves the right to reject any house that does not meet the design criteria in this section.</p> |
| 5.1.6 GARAGES | <p>a) Each house in Wythe Hamlet shall have a minimum 2-car garage oriented to face a front courtyard, as shown on the model homes. Except where specifically shown on the conceptual Streetscape Plan for Wythe Hamlet, front-loading garages shall not be permitted. 2 ½ car garages are permitted, up to 30' in length, where building area permits.</p> |
| 5.2 ARCHITECTURAL GUIDELINES - CONSTRUCTION | |
| 5.2.1 FOUNDATIONS AND MASONRY | <p>a) PERMITTED FOUNDATION MATERIALS: All visible portions of exterior foundations shall be constructed of oversize brick.</p> <p>c) FOUNDATION VENTS: Decorative louvered vents (wood or PVC) are required on all facades facing street, and are recommended on facades facing golf course. Minimum size shall be thirty-two inches (32") wide by sixteen inches (16") high. Vents shall be painted white, off-white, or a color to match siding or house trim, as approved by the ARB.</p> <p>e) FOUNDATION HEIGHT: Foundations shall be at least thirty inches (30') above grade and no greater than forty-two inches (42") above grade, measured from finished grade at the outside face of the foundation to top of sub-floor.</p> |
| 5.2.2 FIREPLACES, CHIMNEYS & FLUES | <p>e) CHIMNEY REQUIRED: All houses shall have a brick masonry chimney, consistent with the Model Home designs.</p> |
| 5.2.3 EXTERIOR SIDING | <p>PERMITTED SIDING MATERIALS: Exterior siding in Wythe Hamlet shall be predominately brick. Horizontal lapped, redwood, cedar or fiber cement simulated wood siding may be used in combination with brick. If used, siding shall be used on a garage wing or other secondary wing of the house, and shall be continuous to an inside corner.</p> |
| 5.2.4 EXTERIOR TRIM | <p>b) CORNICES AND EAVES: All primary facades shall have a minimum (5) member cornice and eave, consistent with <i>Illustration 5.2.4 in Appendix B</i> and consistent with the model home designs. Eave shall be between eighteen inches (18") and twenty-four inches</p> |

| | |
|----------------------------------|--|
| | (24") high, measured from the bottom of the frieze board to the top of the outer crown or gutter, and fourteen inches (14") to eighteen (18") wide, measured from the face of the siding or brick to the outer crown or gutter. |
| 5.2.5 WINDOWS AND DOORS | <p>a) WINDOWS ON FRONT AND SIDE FACADES: Windows shall be generally of the same style and range of sizes on all houses, as consistent with model home designs. Windows on the front façade shall be predominantly individual double hung windows, with a minimum two feet eight inches (2'8") wide by five feet six inches (5'6") high sash size on the first floor, minimum five feet two inches (5'2") high sash size on the second floor and minimum four feet six inches (4'6") high sash size at dormers. Windows head heights shall be consistent across the front façade and on the first floor, shall be set at 7'8" to 8' above the floor level. Occasional use of bay windows, twin double hung windows, or fixed windows flanked by double hung windows is permitted on front facades. These windows shall not be used more than once on a front façade and triple window types shall not be used. Grilles (muntin bars) are required in all windows.</p> <p>b) WINDOWS ON REAR FACADES: Windows on rear facades shall be generally consistent with windows on other facades, except that more glazing and window combinations may be used. Windows on rear facades shall be organized into combinations of double hungs, fixed, transoms, casements, segment arch tops or round top windows or French doors, and shall be consistent with model home designs. Windows shall not be organized in groups of more than three (3) windows horizontally nor two (2) windows vertically, without separation by brick or a minimum of eight inches (8") wide trim. Contemporary or trendy combinations of windows, or combinations that are not consistent with the model home designs shall not be approved. Grilles (muntin bars) are required in all windows.</p> <p>c) FRONT DOORS: Front doors shall be painted traditional panel doors with sidelights, transoms, and trim surround. Transoms shall be rectangular, elliptical, or segmented arch style. Front door designs shall be consistent with the model home designs.</p> <p>g) WINDOW TRIM AND SHUTTERS: Windows on all facades shall be trimmed with traditional wide built-up moldings. Brick jack arches and shutters shall be used in a similar manner on all individual double hung windows on front facades, and shall be of one matching design. Shutters shall be sized to ½ width of window sash, and shall only be used on individual double hung windows.</p> <p>h) GARAGE DOORS: Each garage shall have two overhead garage doors, with a maximum size of nine feet (9') wide and eight feet (8') high. Doors shall have a raised panel design. Tops of all garage doors shall have a segmented brick arch, brick jack arch, or crown mold cornice trim if garage exterior is siding.</p> |
| 5.2.6 ROOFS AND ROOF ACCESSORIES | <p>a) ROOF MATERIALS: All roofs shall be finished with minimum 30 year warranty dimensional asphalt shingles - weathered wood color.</p> <p>f) ROOF DORMERS: All dormers on front facing roof slopes shall be consistent with <i>Illustration 5.2.6 in Appendix B</i>. Dormer windows on side and rear facing roofs may be wider, with additional windows, if consistent with the model home designs. Dormers shall be properly</p> |

| | |
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| | sized to window openings used, and shall not have siding between jamb of windows and corner boards. |
| 5.2.7 PORCHES AND DECKS | <p>b) FRONT PORCH WIDTH: All houses shall have front porches, of width and design consistent with model home designs.</p> <p>g) PORCHES: Screened porches shall be constructed of finished materials to match the house. Trimmed-out square columns shall be used at all exterior corners of screened porch, and at mid-span of all exterior walls of porch greater than ten-foot (10') width. Columns shall be at least ten inches (10") wide, and shall have trim at capital and base, similar to a traditional column. All materials on screened porches exposed to view shall be painted to match house trim.</p> <p>h) RAISED TERRACES: Raised terraces are recommended and encouraged in Wythe Hamlet in lieu of raised decks. Raised terraces may be constructed utilizing paving materials as approved for patios and walks in Article IV. Other hard surface paving materials will be considered by the ARB on a case-by-case basis. Exposed foundation walls of raised terraces shall match the house foundation. Railings shall be decorative metal or wood, as approved by the ARB.</p> |
| 5.3 ARCHITECTURAL GUIDELINES – COLOR | |
| 5.3.2 CRITERIA FOR JUDGING COLOR | Color selections shall be made from the recommended colors for Wythe Hamlet (on file at the Foundation Office). Other similar colors may be used if they are consistent with the design of Wythe Hamlet and approved by the ARB. |
| 5.5 ACCESSORY BUILDINGS (STORAGE SHEDS, WORKSHOPS, ETC.) | |
| 5.5.1 DESIGN LIMITATIONS | Detached Accessory Buildings (sheds, workshops and garages) are not permitted in Wythe Hamlet. Any additional storage or garage space shall be designed as an attached house addition and must be approved by the ARB. |
| 5.6 GAZEBOS | |
| 5.6.1 DESIGN AND CONSTRUCTION | Gazebos are not permitted in Wythe Hamlet |

Supplementary Standards for Wythe Hamlet Recommended Colors Exhibit D

| Material | Manufacturer | Color Name | Color |
|---|----------------------------------|----------------------------------|--------------|
| Brick (Oversize) | Old Virginia Brick | Colonial Full Range | ... |
| | Lawrenceville Brick & Tile Corp. | Gunston | 3-479 |
| | Boral Bricks, Inc. | King William | ... |
| | Lawrenceville Brick & Tile Corp. | Monticello | 3-515 |
| | Lawrenceville Brick & Tile Corp. | Berkeley | 1-476 |
| | General Shale Brick | Old English Tudor | 35-09-480 |
| | General Shale Brick | Rose Range Tudor | 35-09-530 |
| Mortar | ... | Buff | — |
| | Flamingo | ... | C-81 |
| | Flamingo | Old Colonial | OC |
| | Flamingo | Brick Bond Straw | — |
| | Flamingo | Special Light | — |
| | Flamingo | ... | C-320 |
| | Flamingo | — | C-73 |
| Siding | Benjamin Moore | Sag Harbor Gray | HC-95 |
| | Benjamin Moore | Abingdon Putty | HC-99 |
| | Benjamin Moore | Revere Pewter | HC-172 |
| | Benjamin Moore | Bennington Gray | HC-82 |
| | Benjamin Moore | Wickham Gray | HC-171 |
| | Benjamin Moore | Lancaster Whitewash | HC-174 |
| | Benjamin Moore | Monterey White | HC-27 |
| | Benjamin Moore | Carrington Beige | HC-93 |
| | Benjamin Moore | Stonington Gray | HC-170 |
| | Martin-Senour | James Moir Shop Fawn | W82-1080 |
| | Martin-Senour | Market Square Tavern Shell | W81-0330 |
| | Martin-Senour | Williamsburg Simulated Whitewash | W970 |
| | Martin-Senour | Bracken Tenement Biscuit | W81-1064 |
| | Martin-Senour | William Byrd III House Ivory | W81-1073 |
| | ... | White | — |
| Fascia, Trim, Columns, Foundation Vents | Benjamin Moore | Lancaster Whitewash | HC-174 |
| | Benjamin Moore | Carrington Beige | HC-93 |
| | Benjamin Moore | Monterey White | HC-27 |
| | Benjamin Moore | Wickham Gray | HC-171 |
| | Benjamin Moore | Stonington Gray | HC-170 |
| | Martin-Senour | Williamsburg Simulated Whitewash | W970 |
| | Martin-Senour | Bracken Tenement Biscuit | W81-1064 |
| | ... | White | — |
| Shutters, Front Door | Martin-Senour | William Finnie House Brown | W85-0225 |
| | Martin-Senour | Nicolson Store Red | W86-1081 |
| | Martin-Senour | Palace Arms Red | W1083 |

| Material | Manufacturer | Color Name | Color |
|--|---------------------------------|----------------------------------|--------------|
| | Benjamin Moore | Hodley Red | HC-65 |
| | Benjamin Moore | Tarrytown Green | HC-134 |
| | Martin-Senour | Market Square Tavern Dark Green | W85-0620 |
| | Martin-Senour | George Davenport House Green | W85-1071 |
| | Martin-Senour | Levingston Kitchen Green | W84-1077 |
| | Martin-Senour | George Pitt House Green | W84-1088 |
| | Benjamin Moore | Yorktowne Green | HC-133 |
| | Benjamin Moore | Narragansett Green | HC-157 |
| | Benjamin Moore | Hale Navy | HC-154 |
| | Benjamin Moore | Newburyport Blue | HC-155 |
| | — | Black | — |
| Windows, Window Grilles & Window Trim, Fencing | Benjamin Moore | Lancaster Whitewash | HC-174 |
| | Benjamin Moore | Monterey White | HC-27 |
| | Martin-Senour | Williamsburg Simulated Whitewash | W970 |
| | — | White | — |
| Roofing | GAF Timberline 30 | Weathered Wood Blend | — |
| | GAF Timberline 30 | Slate Blend | — |
| | Elk Prestique I | Weathered Wood | — |
| | Elk Prestique I | Antique Slate | — |
| | GAF Slateline | Slate Gray Blend | — |
| | Certainteed Grand Manor Shingle | Colonial Slate | — |

APPENDIX B: ILLUSTRATIONS

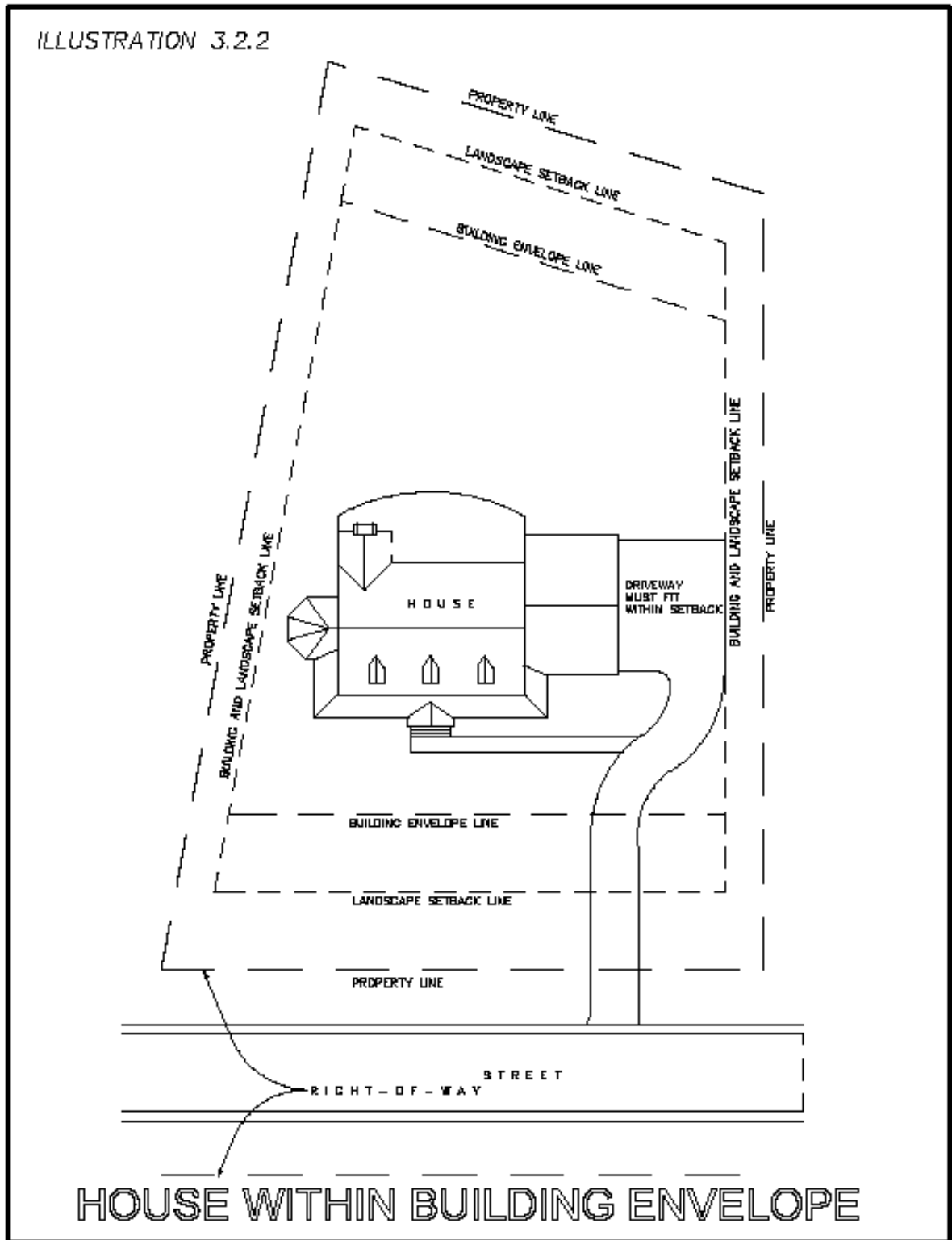
The illustrations on the following page correlate to the Design Standards by paragraph number. Please refer to the designated paragraph number (also the illustration number) for the paragraph containing requirements relating to the specific illustration.

List of Illustrations

| | | |
|-------|---|------|
| 3.2.2 | BUILDING ENVELOPE AND HOUSE LOCATION REQUIREMENT..... | I |
| 4.2.2 | LANDSCAPE ZONES..... | II |
| 4.2.3 | TREE REPLACEMENT CALCULATIONS..... | III |
| 4.3.1 | GOVERNOR’S LAND MAILBOX..... | IV |
| 4.3.4 | SIGNS..... | V |
| 4.4.1 | DRIVEWAYS..... | VI |
| 4.7.3 | YARD FENCE STYLES..... | VII |
| 4.7.4 | WALL STYLES | VIII |
| 5.2.2 | TRADITIONAL CHIMNEY ELEVATION..... | IX |
| 5.2.4 | TYPICAL CORNICE DETAILS..... | X |
| 5.2.6 | TYPICAL DORMER DETAIL..... | XI |
| 4.2.8 | TYPICAL TRENCH EDGING METHOD | XII |

ILLUSTRATION I:

BUILDING ENVELOPE AND HOUSE LOCATION REQUIREMENT



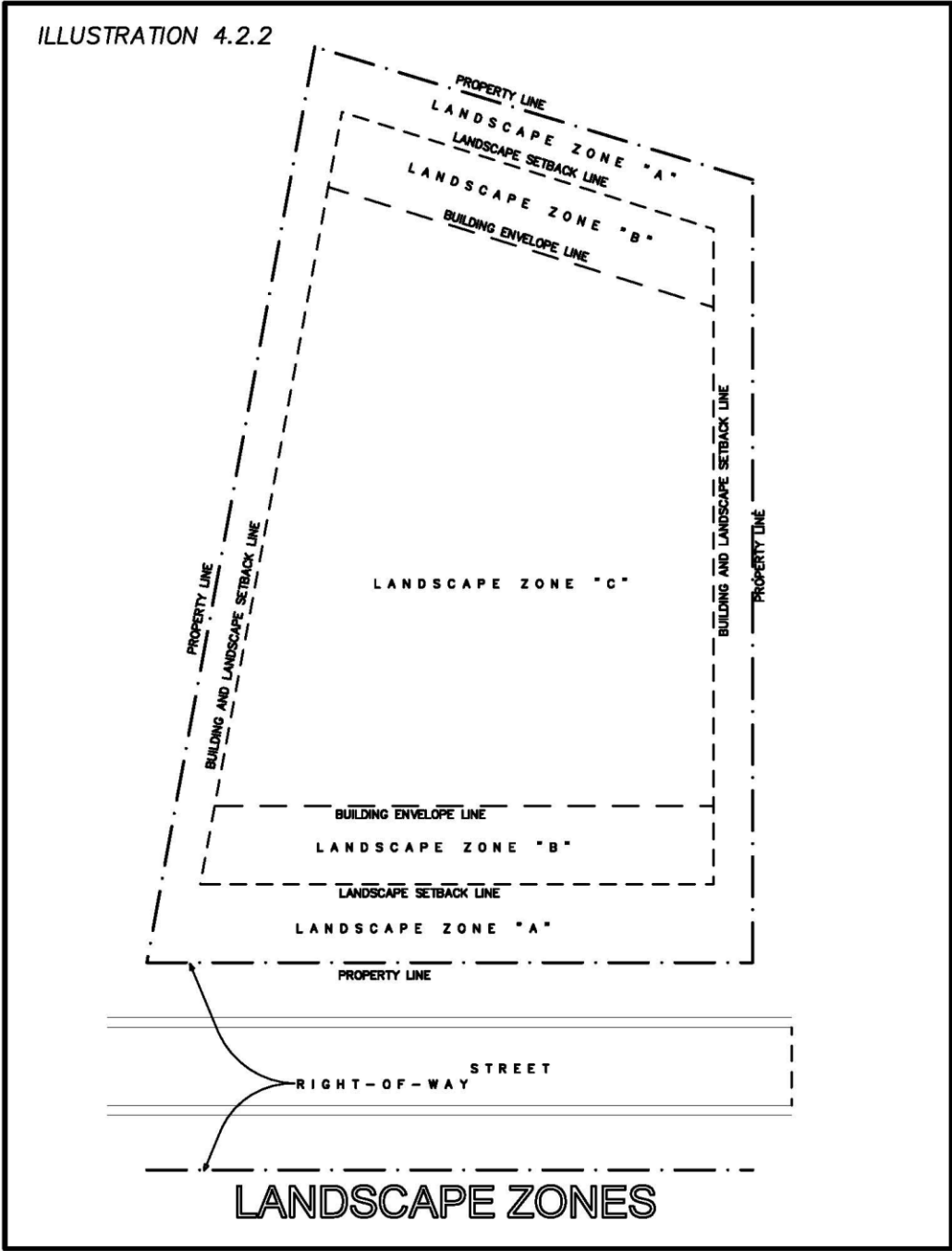


ILLUSTRATION II: LANDSCAPE ZONES

ILLUSTRATION III: TREE REPLACEMENT CALCULATIONS

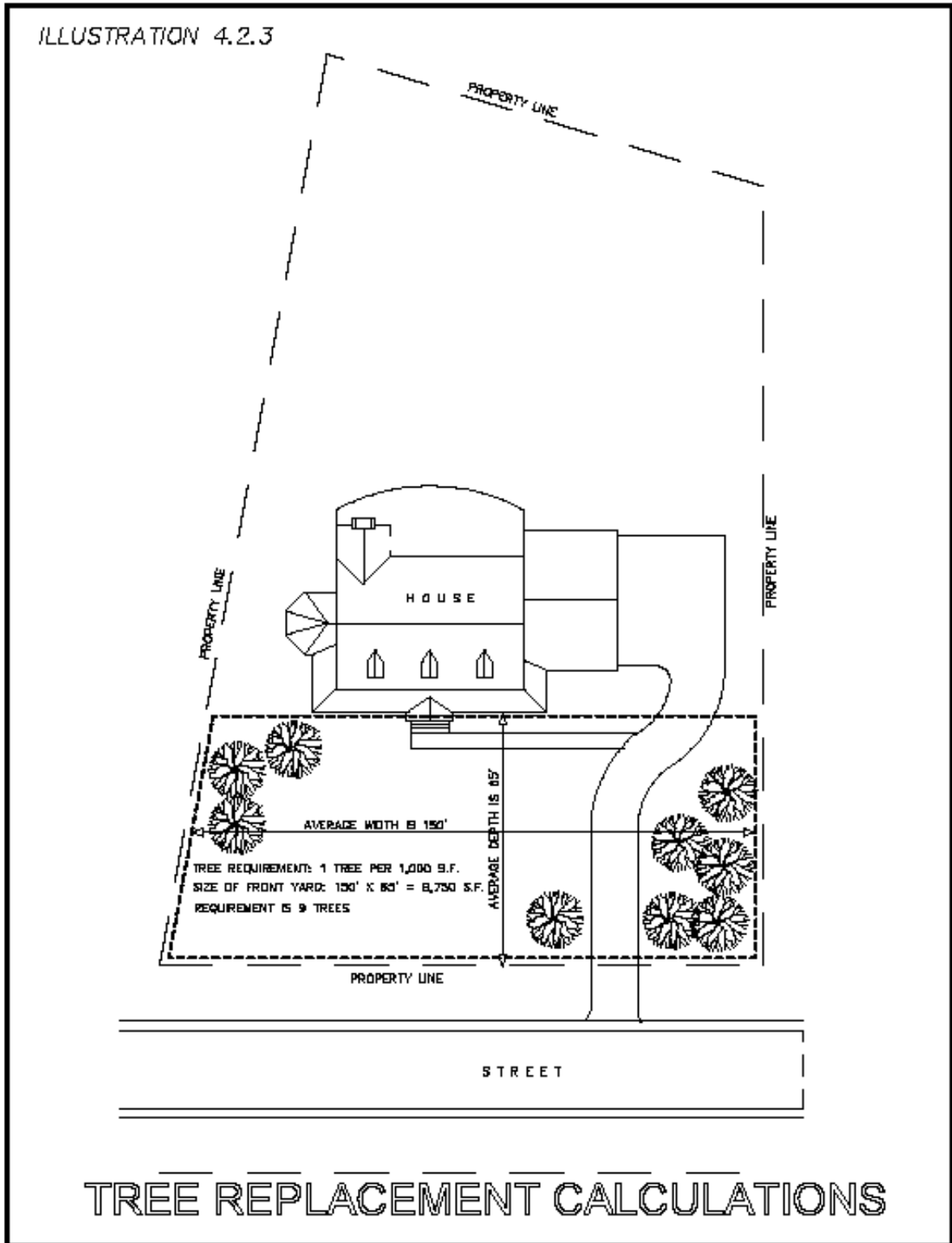
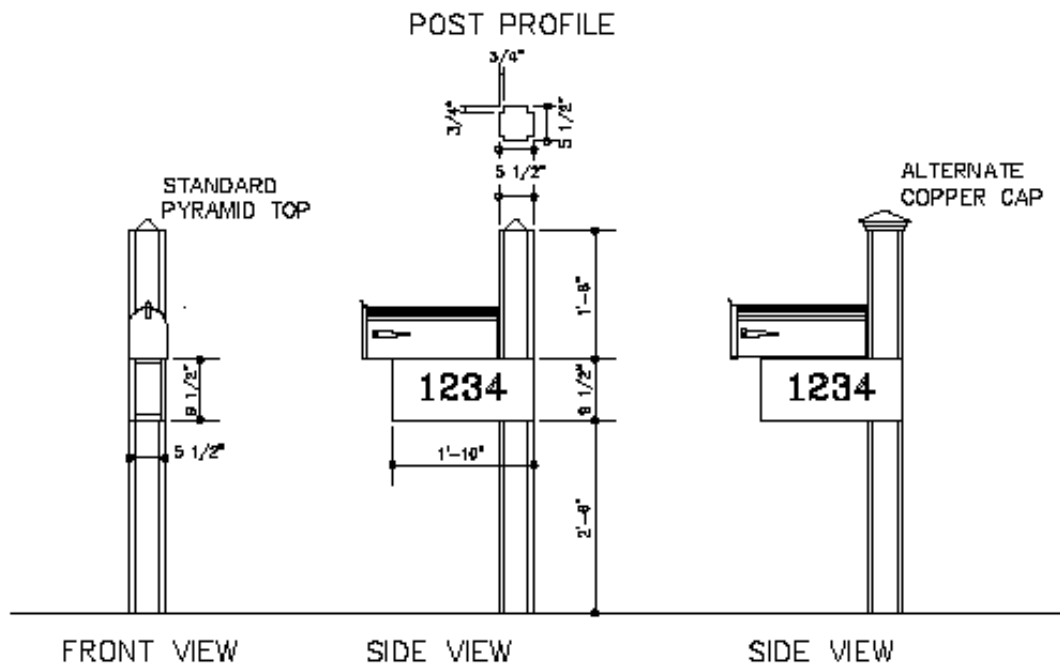


ILLUSTRATION IV: GOVERNOR'S LAND MAILBOX

ILLUSTRATION 4.3.1



STANDARD POST

ALTERNATE CAP

GOVERNOR'S LAND MAILBOX

Mailbox is medium size rural box: 8"W x 10"T x 21"L

Mailbox color is Sherwin Williams Governors Land Blue – water base all surface enamel (or equivalent) Super Paint Gloss-Acrylic.

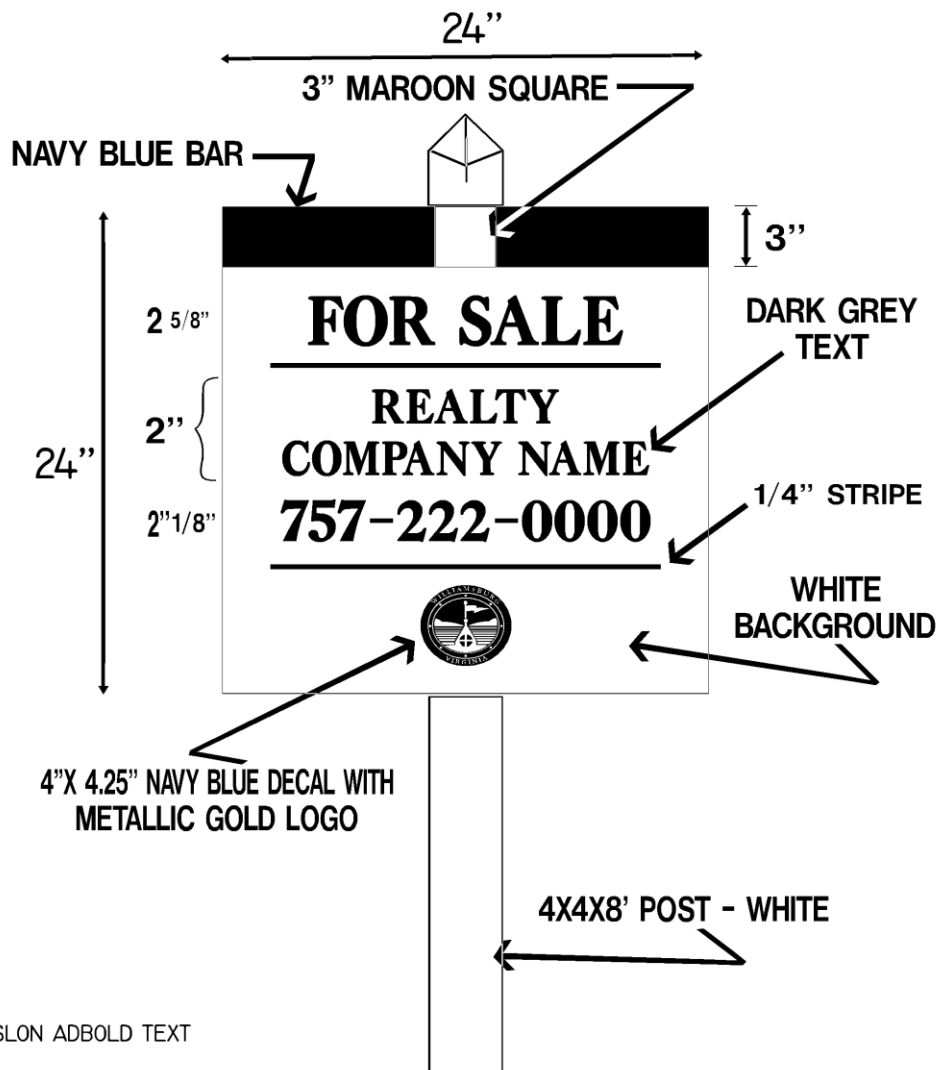
Post and paper box color is Sherwin Williams Super Paint #2123 Latex Gloss (or equivalent). Specified address numbers are available at the office.

Specified numbers and alternate copper cap can be obtained from the Governor's Land Foundation Office.

ILLUSTRATION V: SIGNS

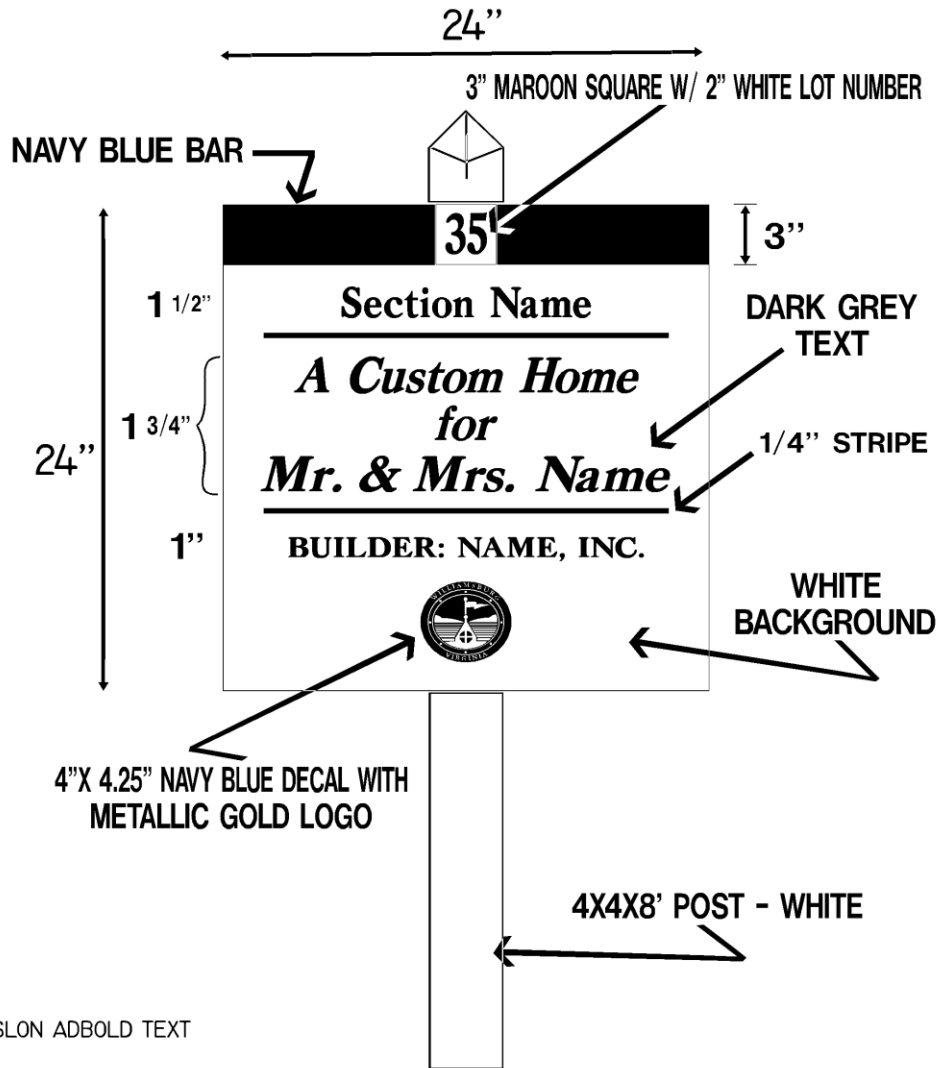
GOVERNOR'S LAND
SPECIFICATION SHEET

FOR SALE SIGN



GOVERNOR'S LAND SPECIFICATION SHEET

BUILDER SIGN W/ CUSTOM HOME FOR NAME



CASLON ADBOLD TEXT

GOVERNOR'S LAND SPECIFICATION SHEET

BUILDER SIGN W/ NAME

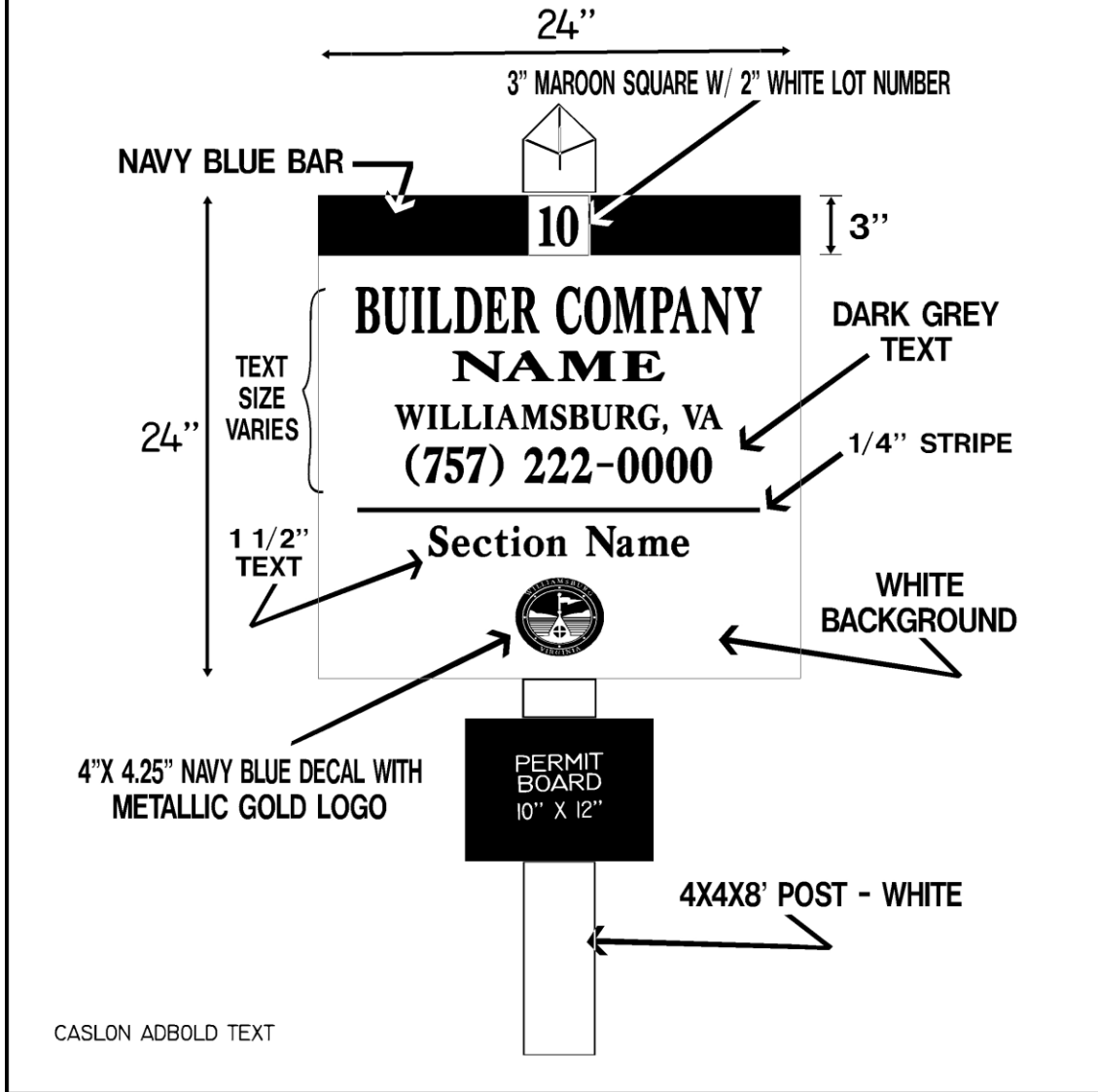


ILLUSTRATION VI: DRIVEWAYS

ILLUSTRATION 4.4.1

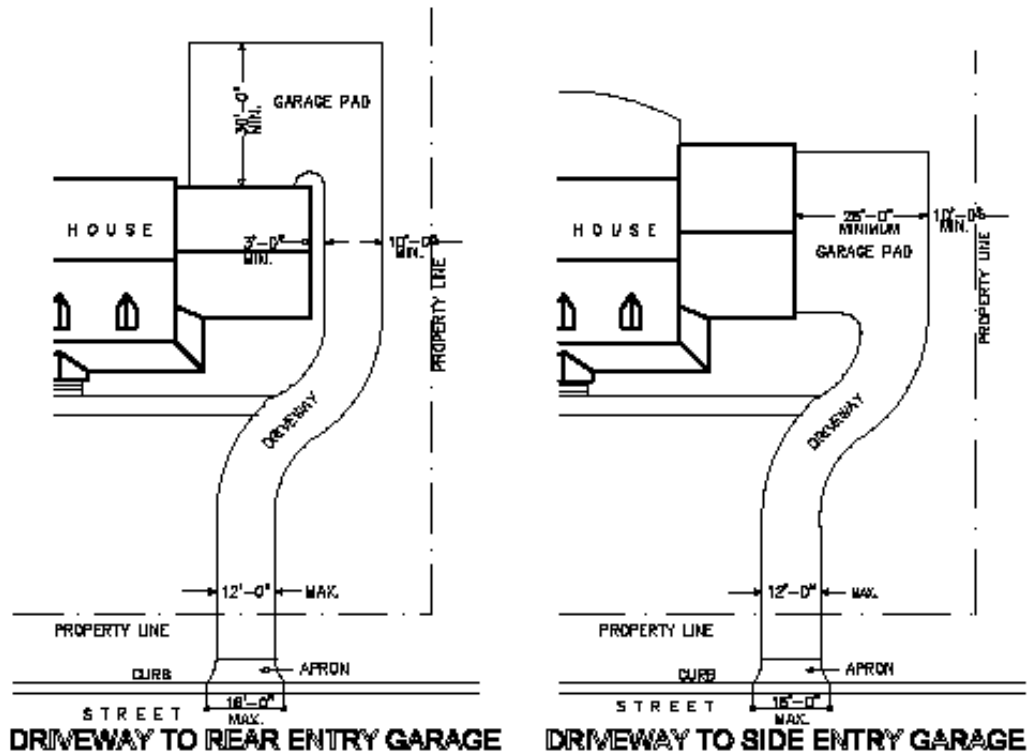
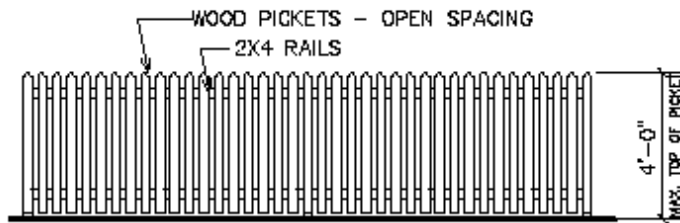


ILLUSTRATION VII: YARD FENCE STYLES

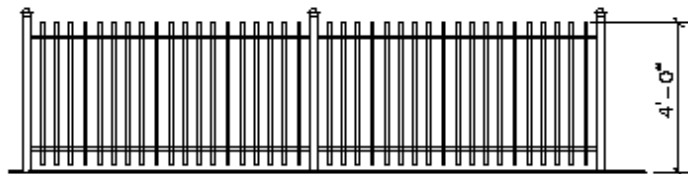
ILLUSTRATION 4.7.3



STANDARD PICKET FENCE



WILLIAMSBURG STYLE PICKET FENCE W/ GATE

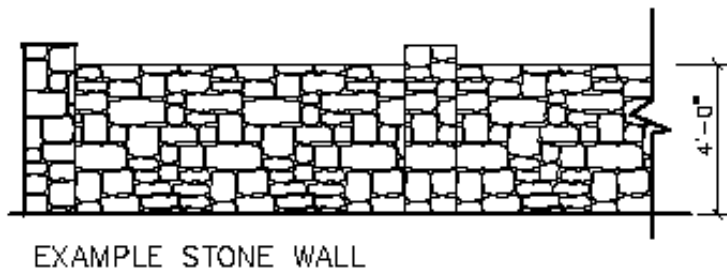
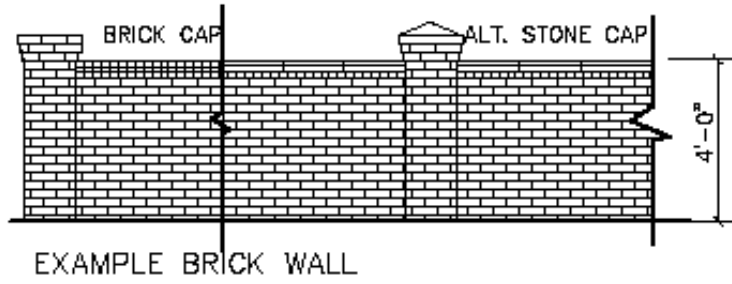


EXAMPLE ORNAMENTAL METAL FENCE

YARD FENCE STYLES

ILLUSTRATION VIII: WALL STYLES

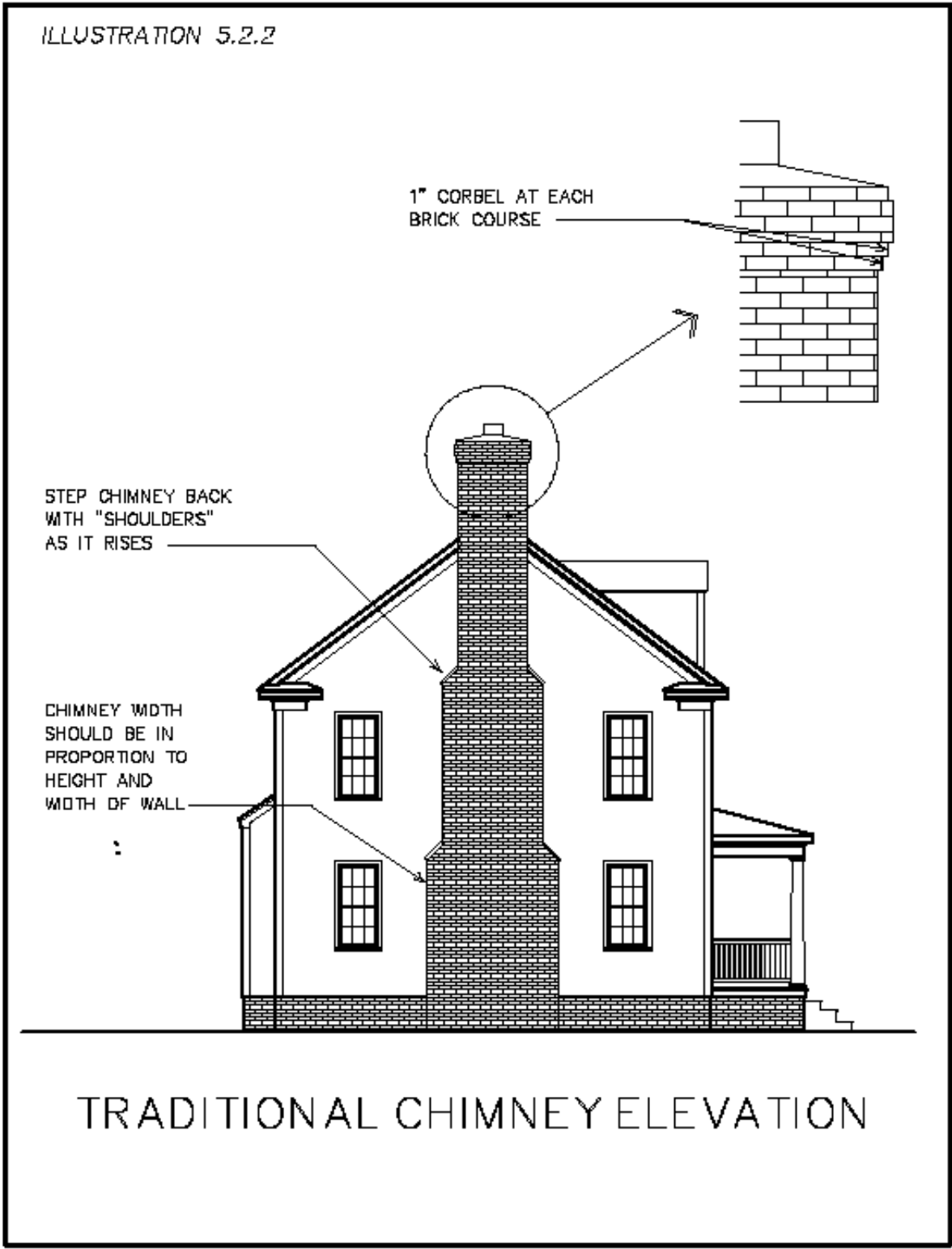
ILLUSTRATION 4.7.4



WALL STYLES

ILLUSTRATION IX: TRADITIONAL CHIMNEY ELEVATION

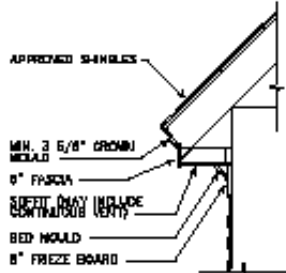
ILLUSTRATION 5.2.2



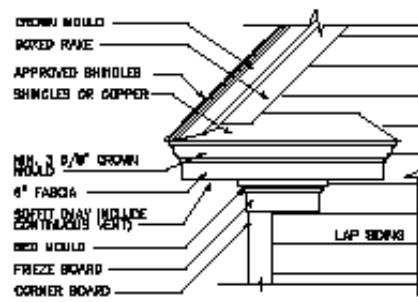
TRADITIONAL CHIMNEY ELEVATION

ILLUSTRATION X: TYPICAL CORNICE DETAILS

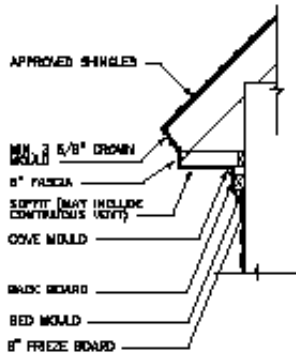
ILLUSTRATION 5.2.4



TYPICAL 5-MEMBER CORNICE

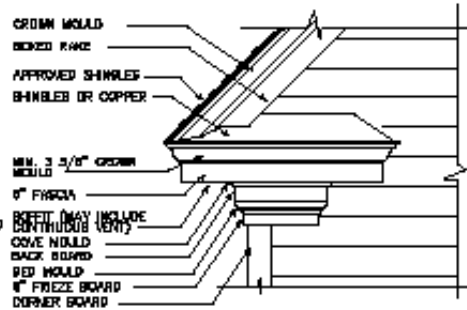


EXAMPLE OF CORNICE WITH RETURN, BOX RAKE, AND CORNER BOARD

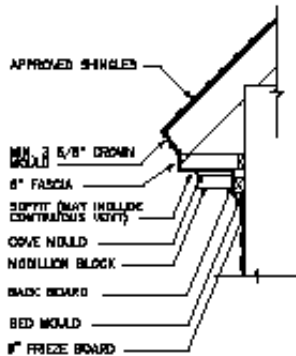


TYPICAL 6-MEMBER CORNICE

NOTE: GUTTER MAY BE SUBSTITUTED IN LIEU OF 3/8\"/>



RECOMMENDED CORNICE RETURN DETAIL



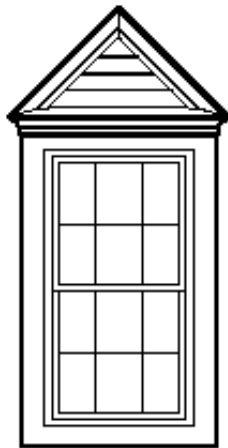
TYPICAL 6-MEMBER CORNICE W/ MODILLIONS

TYPICAL CORNICE DETAILS

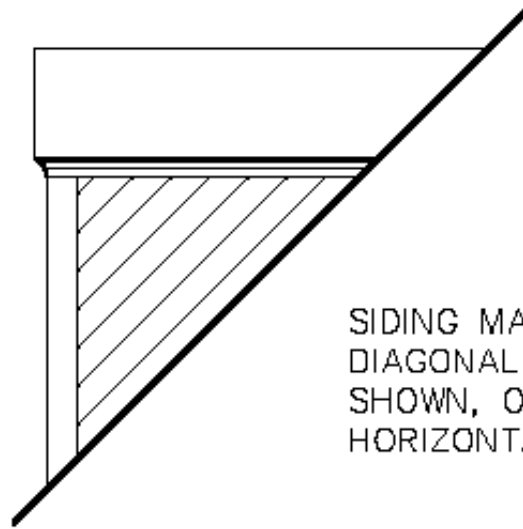
ILLUSTRATION XI: TYPICAL DORMER DETAIL

ILLUSTRATION 5.2.6

DORMER IS WIDE ENOUGH
FOR WINDOW ONLY WITH
TRIM AROUND SIDES
AND SIMPLE CROWN
EAVE SET AT WINDOW HEAD



FRONT



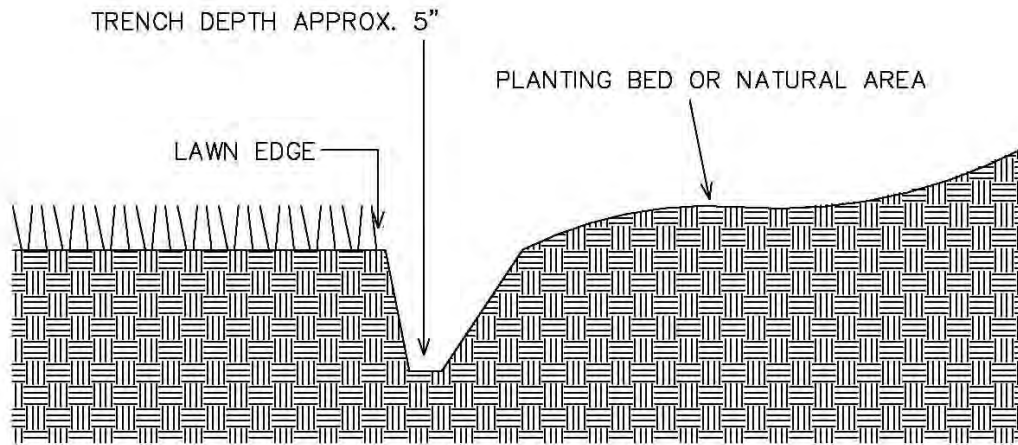
SIDING MAY BE
DIAGONAL AS
SHOWN, OR
HORIZONTAL

SIDE

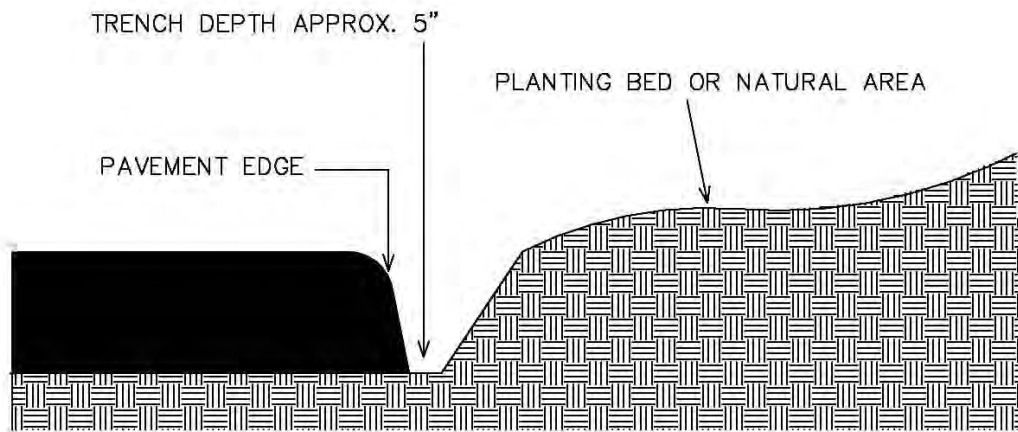
TYPICAL DORMER DETAIL

ILLUSTRATION XII TYPICAL TRENCH EDGING METHOD

ILLUSTRATION 6.2.1 h



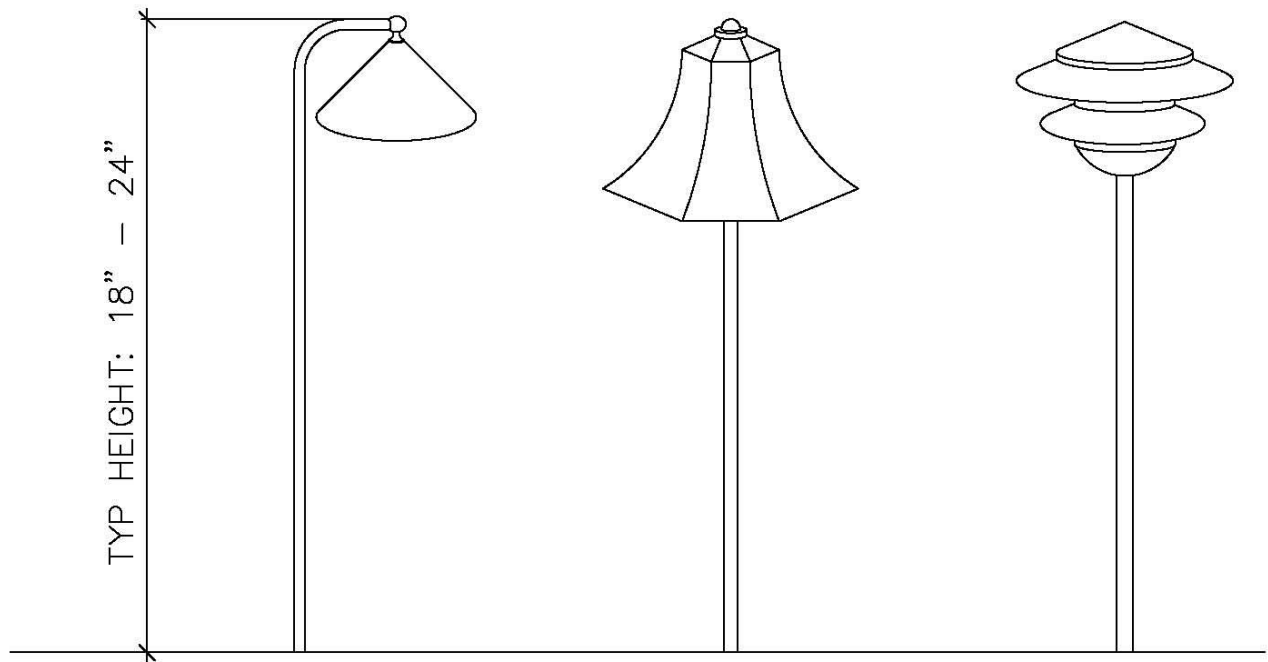
TRENCH EDGE AT LAWN



TRENCH EDGE AT PAVEMENT

ILLUSTRATION XIII TYPICAL PATHWAY AND DRIVEWAY LIGHTS

ILLUSTRATION 4.6.3



TYPICAL PATHWAY LIGHTS

APPENDIX C: FORMS & CHECKLISTS

CONTAINS:

1. Exhibit A: Authorization Letter (Concept Review)
2. Exhibit B: Pre-Design Data Sheet (Preliminary Review)
3. Exhibit C: Formal Submission Application and Checklist (Final Review)
4. Exhibit D: Exterior Materials
5. Exhibit E: Submission Checklist
6. Exhibit F: Compliance & Conformance Bond Information
7. Exhibit G: Acknowledgment of Compliance Bond Requirements
8. Exhibit H: Acknowledgement of Conformance Bond Requirements

Authorization for Contractor Representative

Date: _____ Lot # and Neighborhood: _____

Name: _____

Mailing Address: _____

Architectural Review Board
Governor's Land Foundation
2700 Two Rivers Road
Williamsburg, VA 23185

Dear Sirs:

This letter serves to notify you that _____ is authorized to act on our behalf in the following manner in the review of our _____ plan (check all that apply):

| | |
|--|-------|
| Design of plans (to include materials) | _____ |
| Review and application of ARB requirements | _____ |
| Make and initial any changes to the plan as required | _____ |
| Sign off on the final approved plan | _____ |

The Architectural Review Board has our permission to communicate directly with _____ (Contractor name) _____ (phone number) in matters relating to the plan.

We, the property owners, recognize in accordance with Section 1.4.1 of the *Handbook of Design Standards* (See below) that providing this authorization to (representative) _____ does not relieve us of the responsibility to complete the project in accordance with the *Handbook*, and the ARB approval.

Sincerely,

(Owner)

1.4.1 PROPERTY OWNER IS RESPONSIBLE:

Each property owner within The Governor's Land is responsible for his or her property's compliance with these Standards. Any proposed improvements to be made to that property may affect that compliance, and the Covenants require that the owner obtain approvals from the Foundation prior to making the improvements to maintain compliance. This is true regardless of whether or not the work is being performed by the owner directly or by a Contractor.

Note: This letter may be mailed, faxed (757-253-0320) or emailed (admin@govlandhoa.hrcoxmail.com) by noon Monday prior to the scheduled review meeting. Please feel free to contact GLF at 757-253-6976 with any questions.

EXHIBIT B: PRE-DESIGN DATA SHEET

Concept Review

_____ Date

Note: This information is preliminary only, and should include information that is either known or for which you can closely approximate. The purpose of this Data Sheet is to help the Committee advise you on the design of your home.

1. Lot Owner Data:

Name _____ Tel No: _____

Address _____ Fax No: _____

2. Lot Data: Subdivision _____ Block _____ Lot _____

3. Home and Lot Development Data (If Known):

Approx. sq. footage of house: _____ Unknown

Number of stories: _____ _____

Exterior wall materials: _____ _____

Roof materials: _____ _____

Number of cars in garage: _____ _____

| | <u>Yes</u> | <u>No</u> | <u>Unknown</u> |
|--|------------|-----------|----------------|
| Basement | _____ | _____ | _____ |
| Deck | _____ | _____ | _____ |
| Screened porch | _____ | _____ | _____ |
| Swimming pool | _____ | _____ | _____ |
| Outbuildings (shed, poolhouse, gazebo) | _____ | _____ | _____ |
| Fencing, walls | _____ | _____ | _____ |
| Other site development | _____ | _____ | _____ |

4. Other Information: _____

**GOVERNOR'S LAND FOUNDATION
ARCHITECTURAL REVIEW
EXHIBIT C: FORMAL SUBMISSION**

APPLICATION AND CHECKLIST

Date

1. Lot Owner Data:

Name _____

Address _____

Phone _____ Fax _____

2. Lot Data:

Number _____ Neighborhood _____

3. Architect Data:

Name _____

Address _____

Phone _____ Fax _____

4. Builder Data:

Name _____

Address _____

Phone _____ Fax _____

Signature of Applicant

Date

GOVERNOR'S LAND FOUNDATION

EXHIBIT D: EXTERIOR MATERIALS

LOT NO. _____ NEIGHBORHOOD _____

1. Brick Type: _____ Style/Color: _____

Brick Manufacturer: _____ Mortar Color: _____

2. Siding Material: _____ Color: _____
(Paint, Stain, Manufacturer & No.)

3. Other: _____

4. Roofing Material: _____ Roofing Color: _____
(Manufacturer, Weight)

5. Fascia & Trim Material: _____ Color: _____
(Paint, Stain, Manufacturer & No.)

6. Shutter Material: _____ Color: _____
(Paint, Stain Manufacturer & No.)

7. Door Material: _____ Color: _____
(Paint, Stain, Manufacturer & No.)

8. Window Material: _____ Color: _____
(Color & Manufacturer)

9. HVAC/Trash Screening: _____ Color: _____
(Paint and Manufacturer)

10. Driveway: _____ Color: _____
(Note if stamped or aggregate concrete)

11. Square Footage, Not Including Garage or Unfinished Spaces):
_____ (First Floor) _____ (Second Floor)

Signature: _____
Property Owner/Contractor

EXHIBIT E: SUBMISSION CHECKLIST

| | <u>CHECK ITEMS INCLUDED</u> |
|---|-------------------------------------|
| 1. <u>SITE PLAN:</u> | |
| a. Minimum sheet size 18" x 24" | _____ |
| b. Minimum scale: 1" = 20.0 | _____ |
| c. Seal of Virginia Certified Land Surveyor, Engineer or Architect | _____ |
| d. Property lines with all corners found and/or reset | _____ |
| e. Building envelope, showing all building setback lines | _____ |
| f. Recorded easements (water, sewer, drainage) | _____ |
| g. Field location of sewer manholes, water meter, sewer cleanout, and any other utilities found on site | _____ |
| h. Delineated wetlands and wetland buffers | _____ |
| i. Existing and proposed topographic contours at not less than two-foot intervals. As an alternative, spot elevations of all structures and representative elevations of the property with lines showing directions of flow for drainage. | _____ |
| j. Roadway right-of-way, curb and gutter, utilities in right-of-way, and names of roadway(s) on which lot fronts | _____ |
| k. Section number, lot number, subdivision name and area of lot | _____ |
| l. Lot numbers of adjacent lots, and nearest corners of structures on adjacent lots, if applicable | _____ |
| m. Existing wooded areas with proposed limits of clearing and grading, and measures to be used to protect areas not to be cleared | _____ |
| n. Proposed house and outbuildings with foundation to all property lines | _____ |
| o. Decks, swimming pools, patios, covered porches, steps, stoops, etc. | _____ |
| p. Sidewalks, driveways, and parking areas with dimensions and materials noted | _____ |
| q. Exterior HVAC units, meters, trash areas, recycling provisions and screening | _____ |
| r. Finished floor elevation of house | _____ |
| s. Erosion control measures, including stabilized construction entrance, proposed perimeter controls, drainage structure protection, etc. | _____ |
| t. Construction Dumpster location | _____ |
| u. North arrow | _____ |

2. ARCHITECTURAL DRAWINGS:

- a. Floor plans _____
- b. Exterior elevations, showing all sides of house, with finished grade at perimeter of house shown _____
- c. All exterior materials noted _____
- d. Typical wall section(s), showing detail conditions at foundation and eave _____
- e. Drawings describing outbuildings, if applicable _____

3. SAMPLES AND COLORS:

- a. Brick samples _____
- b. Roofing samples _____
- c. Exterior paint color chips _____
- d. Other exterior materials, if applicable _____

GOVERNOR'S LAND FOUNDATION

EXHIBIT F: COMPLIANCE & CONFORMANCE BOND INFORMATION

PROPERTY OWNER(S) DATA

Name(s): _____

Address: _____

Telephone: _____

BUILDER DATA

Name: _____

Address: _____

Telephone: _____

Contact Person: _____

HOME SITE INFORMATION

Lot Number: _____

Section & Block (A, B or C): _____

Street Address: _____

**RECEIPT OF OWNER/BUILDER
RULES AND REGULATIONS FOR HOMEBUILDING
AT THE GOVERNOR’S LAND AT TWO RIVERS**

EXHIBIT G: ACKNOWLEDGMENT OF COMPLIANCE BOND REQUIREMENTS

1. The undersigned Owner(s) and Builder acknowledge receipt of a copy of *The Handbook of Design Standards and Guidelines for Homebuilding*, Article 2, Construction Procedures and Standards, as well as the brochure of Rules and Regulations for Homebuilding at The Governor’s Land at Two Rivers (hereinafter “Rules and Regulations”). Approval of construction of a home at Governor’s Land is contingent upon strict adherence to the Rules and Regulations. The owner(s) of the home site and the builder agree to comply with the Declaration and Supplemental Declaration for the Governor’s Land, the Handbook of Design Standards and the Rules and Regulations. The Owner(s) and Builder do hereby understand and agree as follows:
2. Prior to commencing construction, the owner(s) and/or builder will be required to deposit a compliance bond of \$1,000 to assure compliance with the Rules and Regulations. The compliance bond is in addition to the application fee for architectural review and the cash completion bond posted to assure completion of the dwelling in conformity to the approved plans and specifications submitted for architectural review.
3. In the event of a violation(s) of any of the Rules and Regulations, the owner(s) and builder will be given written notice to correct the violation(s). Any violation(s) set forth in the notice shall be corrected by the owner/builder within forty-eight (48) hours of the receipt of Notice of Violation. Notice shall be given to the address designated on this form and shall be effective when mailed. If the violation is not corrected within forty-eight (48) hours of the receipt of the Notice, the Architectural Review Board shall take action to correct the deficiency. The reasonable cost of correcting any such violation or violations, as determined by the Architectural Review Board in its sole and absolute discretion, shall be deducted from the bond, plus a 20% administrative fee, and paid to The Governor’s Land Foundation.
4. In the event funds in the compliance bond are exhausted, the owner(s) and/or builder will be required to deposit additional cash as required by the Architectural Review Board, not to exceed the amount of the original bond.
5. Repeated violations of the Declaration and/or Supplementary Declaration, and/or of the Rules and Regulations as promulgated by the Architectural Review Board, may result in closing construction activity and/or petitioning for an injunction in the Circuit Court for the City of Williamsburg and County of James City. All such action will remain in effect until the violation(s) is abated.
6. Upon completion of the residence, the balance of the funds deposited for the bond, if any, shall be refunded to the owner or builder posting the bond.

Owner Signature

Builder Signature

Date: _____

Date: _____

**REQUIREMENTS FOR HOMEBUILDING AT
THE GOVERNOR'S LAND AT TWO RIVERS**

**EXHIBIT H: ACKNOWLEDGMENT OF CONFORMANCE BOND
REQUIREMENTS**

1. The undersigned owner(s) and builder hereby submit a cash conformance bond in the amount of \$2,000. This cash conformance bond is posted to assure completion of the dwelling in conformity to the approved plans and specifications submitted for architectural review.
2. **Any changes to approved plans and specifications must be approved by the Architectural Review Board PRIOR to the changes being implemented.**
3. In the event of a deviation(s) to the approved plans and specifications, the Owner(s) and Builder will be given written notice to correct the deviation(s). Notice shall be given to the address designated on this form and shall be effective when mailed. If the violation is not corrected within a specified period of time (determined by the violation) from the receipt of the Notice, the Architectural Review Board shall take action to correct the deficiency. The reasonable cost of correcting any such violation or violations, as determined by the Architectural Review Board in its sole and absolute discretion, shall be deducted from the conformance bond, plus a 20% administrative fee, and paid to The Governor's Land Foundation.
4. Upon inspection of the completed residence, the balance of the funds deposited for the conformance bond shall be refunded to the owner or builder posting the bond if no violations are noted.

Owner Signature

Builder Signature

Date

Date

APPENDIX D: DEFINITIONS USED IN THIS BOOK

ARCH - A structural method of spanning an opening, usually with masonry, whereby curved, pointed or flat upper edges of the opening are formed.

ARCHITECTURAL DRAWINGS - A set of detailed drawings, which are used by the contractor to build a house. The drawing set includes floor plans, elevations of all sides of the house, building sections to identify all building materials and details. The plans are usually drawn at a 1/4"=1'-0".

AWNING - A projected cover above a window, door or multiple openings, supported from the exterior wall, and intended to provide protection from the sun. A similar cover that extends over a portion of a deck or patio. (Retractable Awning: a projected cover that can be closed to a nonprojected position, against the wall, when not in use).

BMPs - Best Management Practices (BMPs) are techniques used to manage the quality of stormwater runoff to reduce pollution.

BOARD RAIL FENCE - A fence consisting of horizontal rails of flat sawed lumber nailed to the flat sides of rectangular or square vertical posts. There are normally three horizontal rails with equal spacing. The fence is typically 48 inches high with the three horizontal rails spaced equally apart.

BUILDING ENVELOPE - Area of a site where building is permitted as defined by the setback lines.

CLEARING - Complete removal of natural vegetation from the area of construction.

COMMON AREA/OPEN SPACE - Areas within the community, other than those owned by individual homeowners that are held in common by homeowners associations and maintained by these associations.

CORNICES - Exterior trim of a structure at the eave; usually consists of bead molding, soffit, fascia and crown molding.

CORNER BOARDS - Vertical boards installed on the corners of wood sided homes to cover the ends of the siding.

DENTIL MOLDING - Molding that consists of a band of small square tooth-like blocks forming part of the eave. Larger blocks, also called Modillion Blocks are also commonly referred to a Dentil Molding.

DIMENSIONAL COMPOSITION - Asphalt/fiberglass roofing material manufactured in laminated shingle layers to achieve the depth and dimension variation that simulates the look of wood shingles or slate. The material is embedded with the color grain to provide a variety of roofing color schemes.

DORMER WINDOW - Vertical window which projects from a sloping roof, placed in a small gabled enclosure projection.

DOUBLE HUNG WINDOW - Window with two vertically operating sashes sliding in two directions to enclose the opening.

DRIP LINE OF A TREE - Imaginary line projected vertically from the outside edge of the branches.

EASEMENT - A right afforded a person or governmental entity to make limited use of another person's real property such as a right-of-way through a lot established for utilities access.

EAVE - The lower edge of a sloping roof that projects beyond the wall.

ELEVATION (BUILDING) - Exterior face of a structure: front, side, and rear.

ELEVATION (TOPOGRAPHIC) - The height of the ground above sea level at a specified point or line (as specified on topographic maps and site plans).

EVERGREEN SHRUBS - Shrubs that do not shed their leaf growth seasonally.

EYEBROW WINDOW - A low dormer on the slope of a roof formed by the roofing material being carried over the opening in a wave line.

FAÇADE - Exterior face in a building, also called an Elevation.

FINISH - A coating applied to a material either factory applied or on the job site, such as paint or stain.

FINISHED FLOOR AREA - Amount of space within a structure that is conditioned (heated/cooled) area and in which all construction is complete to a finished state.

FLOOD PLAIN - Land that borders a body of water, which may be subject to flooding.

FLOOR PLAN - A drawing showing the layout of the enclosing walls of a structure, its doors and windows, and the arrangements of the interior spaces as viewed from above.

FOOTPRINT - Outline of a structure as viewed from above.

FOUNDATION (FOOTERS) - The structural base whereby the entire load from the building is transmitted to the ground. The foundation wall is usually constructed out of masonry materials. The footer runs under the foundation wall and is typically concrete.

GABLE - The vertical triangular portion of the end of a structure having a double sloping roof from the level of the eave to the ridge of the roof.

JACK ARCH - Also called flat arch or straight arch. It is a horizontal row of wedge cut brick over an opening.

NATURAL QUARRIED STONE - Stone found in stone quarries and cut or broken into sizes for use in construction, but otherwise left in its natural state. Stone that has been pulverized or granularized and re-manufactured into a masonry product is not natural quarried stone.

MODILLION BLOCKS - A horizontal bracket in the form of a decorative or plain block spaced at even intervals on the eave. Also called Dentil Molding.

OBNOXIOUS OR POISONOUS VEGETATION - Natural vegetative growth with a wild unkempt appearance such as uncontrolled vines, briars, poison ivy, poison oak, poison sumac, etc.

PEDIMENT - In classical architecture, a low-pitched gabled element used over entrances primarily.

PICKET FENCE - A fence consisting of closely spaced (typ. 1" - 2") vertical slats attached to horizontal rails and intermediate posts.

PILASTER - A non-structural rectangular or semicircular column applied to the wall simulating supports for a decorative pediment or arch above (usually used at main entrances).

PRE-FINISHED MATERIAL - Material that has received a factory finish and is ready to install when delivered to the construction site (i.e. roofing shingles, factory painted metal roof).

PROPERTY LINE - Legal limits of property; property edge. (Note: the front property line is usually not the edge of the street, but is set back from the road surface several feet. The area between the street and this line is the Right of Way).

QUOIN - (1) A solid exterior angle (as of a building); one of the members (as a block) forming a quoin and usually differentiated from the adjoining walls by material, texture, color, size, or projection; (2) the keystone or a voussoir of an arch.

RAKE BOARD - A board or molding along the sloping edge of a gable, which conceals the rafter.

RIDGE VENT - A linear ventilating cap installed along the ridge of a gabled roof.

RIGHT-OF-WAY LINE - A strip of land (ground surface, underground or above ground) that has been granted by deed or easement for the construction or maintenance of a roadway. Governmental signs and U. S. postal collection boxes are allowed in this area.

SCALE - (1) A system of proportions used in architectural drawings so that the actual size of an item to be drawn can be reduced to a size small enough to fit on a sheet of paper (i.e. 1/4"= 1' (1/4 of an

inch on the drawing represents 1 foot of actual size of the item being drawn). (2) Term used to relate to the proportional balance of all elements of a building.

SCREENING - Shielding method using either natural vegetation or a structure to conceal an unsightly condition from view, or provide protection from noise or wind exposure.

SEGMENTED ARCH - An arch that is composed of parts of a circle (less than half).

SELECTIVE CLEARING - Limited removal of trees permitted outside of area of clearing and grubbing work. Primarily are the removal of dead or diseased trees, scrub undergrowth and the thinning of overly dense growth. This is accomplished with hand labor rather than heavy equipment to prevent damage to the roots of growth to remain.

SITE PLAN - A plan of a lot indicating property lines, the accurate location and size of structures shown with dimensions to property lines.

SLOPE (ROOF) - The indication of the steepness of a roof measured by the amount of rise in inches per foot of horizontal length.

SOFFIT - The exposed undersurface of any overhead component of a building (i.e. eave).

SOLID BOARD FENCE - A privacy fence consisting of a wood framework with flat vertical boards attached to the outside face of the framework. The vertical boards can have various end treatments.

STORY (e.g.: 2½ STORY HOUSE) – One floored level of a house, enclosed by house walls (e.g. first floor = first story). A ½ story refers to a floored area enclosed within the roof area, above the top of the house walls (attic areas both finished and unfinished).

SYNTHETIC STUCCO - A pre-manufactured exterior finish material resembling cement stucco with smooth or textured surfaces that can be applied over the exterior sheathing of a building.

TOPOGRAPHY - A description of the vertical variations land (flat sloping, hills, valleys, etc.)

TRADITIONAL STYLE - Architectural styles copied or derived from those historical styles characteristic of older southern cities. These styles include Georgian, Adam, Greek Revival, and Colonial Revival.

TRENCH EDGING - A V shaped cut, no more than 6 inches deep, in the soil that delineates the border between landscape areas. See Illustration XII.

TRANSITIONAL STYLE - For the purposes of these *Guidelines*, Transitional architecture includes houses of mixed historical styles, and houses of mixed historical and contemporary styles.

UNFINISHED MATERIAL - Material without any special coating to alter the natural appearance, but may be treated with a preservative to prevent decay (i.e. salt treated lumber).

VEGETATION - Plant growth (trees, shrubs, grass, etc.) either in its natural setting or a transplanted location.

VOCABULARY (DESIGN) - Composition of architectural elements that are assembled together on a house.

WINDOW AND DOOR TRIM - Board or molding installed around perimeter of a window or a door to conceal the joint.

WINDOW SASH - The framework of a window that holds the glass.

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This index does not include Appendix A (Supplemental Neighborhood Design Standards).

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980017437

**SUPPLEMENTARY DECLARATION
FOR
THE GOVERNOR'S LAND
RIVER OAKS NORTH - BLOCK "B"**

(Detached Single Family)

THIS SUPPLEMENTARY DECLARATION FOR THE GOVERNOR'S LAND is made as of July 15, 1998 by GOVERNOR'S LAND ASSOCIATES, a Virginia general partnership ("Declarant").

RECITALS:

1. The Declarant executed the Declaration For The Governor's Land ("Declaration") dated February 14, 1991, and recorded on February 20, 1991 in Deed Book 504 at Page 388 among the land records of James City County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.
2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to execute and record amendments to the Declaration submitting certain real estate designated as additional real estate ("Additional Real Estate") and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration.
3. The Declarant is the owner in fee simple absolute of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Real Estate.
4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration.

NOW, THEREFORE, the Declarant hereby covenants and declares on behalf of itself and its legal representatives, successors and assigns that from the date this Supplementary Declaration is recorded, all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with

Prepared By:
Jenkins & Gilchrist, a
Professional Corporation
1919 Pennsylvania Avenue, NW
Suite 600
Washington, D.C. 20006-3404

the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements and liens set forth herein.

ARTICLE 1

NEIGHBORHOOD DESIGNATION

The real estate described in Exhibit A hereto shall be collectively known as the River Oaks North - Block "B" Neighborhood (the "Neighborhood").

ARTICLE 2

ADDITIONAL REAL ESTATE

All or any part of the real estate designated as Additional Real Estate in Exhibit B to the Declaration may be added to this Neighborhood and submitted to the Declaration and this Supplementary Declaration, without the consent of the Owners or Mortgagees, for so long as the Declarant retains the right to add Additional Real Estate pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Real Estate as part of this Neighborhood.

ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area effective upon conveyance thereof to The Governor's Land Foundation.

ARTICLE 4

LIMITED COMMON AREAS AND LIMITED COMMON EXPENSE ASSESSMENTS

Section 4.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Neighborhood shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Neighborhood. Such services may include, without limitation: (i) management and Upkeep and reservation of reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Neighborhood; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets and parking areas located within this Neighborhood; (iii) services only benefiting

Lots within this Neighborhood; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 4.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 4.3. Method of Assessment. The Lots which are part of this Neighborhood shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 5

RESERVATION OF POWER OF ATTORNEY TO GRANT EASEMENTS

There shall be and are hereby reserved to the Declarant and its successors and assigns the power and right with respect to the Lots subject to this Supplementary Declaration, to grant, terminate or vacate easements required by a governmental agency or authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This power shall continue until the earlier release of all public improvement bonds and acceptance for public maintenance of streets serving the Property or the Additional Real Estate.

ARTICLE 6

SETBACKS

The setback requirements applicable to the Lots in this Neighborhood are set forth in the subdivision plat (the "Plat") for the Neighborhood as more particularly described in Exhibit A hereto.

ARTICLE 7

CONSTRUCTION ACTIVITIES

In addition to the other provisions of the Declaration, the Handbook for Design Standards (the "Handbook") that has been prepared by the Declarant for use in connection with construction of improvements on Lots in this Neighborhood and any other condition or requirement imposed by the Covenants Committee, the Declarant retains the right to establish additional rules and requirements relating to construction activities within this Neighborhood, including, without limitation, requiring that vehicles of workers in this Neighborhood be parked off site in an area designated by the Declarant. If the Declarant does so establish additional rules and requirements, which rules and requirements may be included in the Handbook, the Declarant will provide copies thereof to the Owners of Lots in this Neighborhood and such rules and requirements shall be binding as if included in this Supplementary Declaration.

ARTICLE 8

CHESAPEAKE BAY PRESERVATION ORDINANCE

The County of James City, Virginia has adopted Ordinance No. 183 (the "Ordinance") to add Chapter 19B, Chesapeake Bay Preservation, to the Code of the County of James City, Virginia. The Owner of each Lot in this Neighborhood is obligated to comply with the provisions of such Ordinance as such provisions exist from time to time and apply to such Owner and/or such Owners' Lot.

ARTICLE 9

GRINDER PUMPS

The Lots in this Neighborhood must utilize grinder pumps for the utilization of sanitary sewer facilities. Each Owner of a Lot in the Neighborhood is obligated to install and maintain such a grinder pump servicing such Owner's Lot in accordance with applicable laws, rules and regulations. Each Owner of a Lot in the Neighborhood is also obligated to have the grinder pump servicing such Owner's Lot serviced by a qualified maintenance company.

ARTICLE 10

GENERAL PROVISIONS

Section 10.1 Amendment/Termination. Subject to the Declarant's unilateral right to add Additional Real Estate to this Neighborhood pursuant to Article 2 hereof and the unilateral amendment provisions of Section 15.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed by: (1) the Declarant, during the Development Period, (2) Owners entitled to cast at least sixty-seven percent of the total number of votes appurtenant to Lots in this Neighborhood (including the Declarant); and (3) an authorized officer of the Association. All amendments shall be made in accordance with the provisions of Section 15.4 of the Declaration by obtaining the approval of Owners of Lots in this Neighborhood and Mortgagees holding Mortgages on Lots in this Neighborhood, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating this Supplementary Declaration or withdrawing the real estate described in Exhibit A hereto from this Supplementary Declaration or the Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records.

Section 10.2 Enforcement. The Association, the Declarant, and any Owner or Mortgagee of Lots in this Neighborhood shall have the right, by any proceeding at law or in equity, to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed

SEP 15 00 00 28

by the provisions of this Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

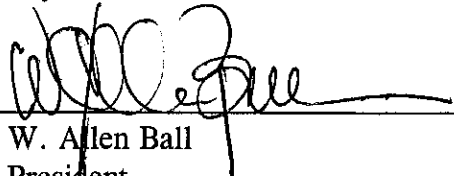
Section 10.3 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, each of which shall remain in full force and effect.

Section 10.4 Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

GOVERNOR'S LAND ASSOCIATES,
a Virginia general partnership


By: **DOMINION LAND MANAGEMENT
COMPANY - WILLIAMSBURG**
a Virginia corporation,
its Attorney-in-Fact

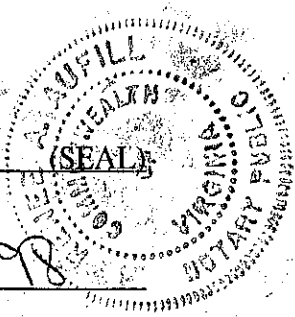
By: 
Name: W. Allen Ball
Title: President

____ OF _____ §
County OF James City §
§

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that W. ALLEN BALL, President of DOMINION LAND MANAGEMENT COMPANY - WILLIAMSBURG, a Virginia corporation, Attorney-in-Fact for GOVERNOR'S LAND ASSOCIATES, a Virginia general partnership, whose name is signed to the foregoing Deed, has acknowledged the same before me in the aforesaid jurisdiction as an authorized officer of the corporation on behalf of the partnership.

GIVEN under my hand and seal on July 15th, 1998.


Notary Public
My Commission Expires: 9/30/98



SEP 15 00 29

EXHIBIT A

[Description of the Submitted Real Estate]

Lots One (1) through Twenty-One (21), inclusive, and Major Open Space Parcel 38, RIVER OAKS NORTH - BLOCK "B", THE GOVERNOR'S LAND AT TWO RIVERS, as the same appear duly dedicated, platted, subdivided and recorded in Plat Book 70 at Pages 53 through 55 among the land records of James City County, Virginia.

SEP 15 2008 0030

EXHIBIT B

[Description of the Common Area]

Major Open Space Parcel 38, RIVER OAKS NORTH - BLOCK "B", THE GOVERNOR'S LAND AT TWO RIVERS, as the same appear duly dedicated, platted, subdivided and recorded in Plat Book 70 at Pages 53 through 55, among the land records of James City County, Virginia.

VIRGINIA: City of Williamsburg and County of James City, to Wit:
In the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City the 15 day of September, 1998. This Supplemental Declaration was presented with certificate annexed and admitted to record at 4:30 o'clock
Teste: Helene S. Ward, Clerk
by Helene S. Ward
Deputy Clerk

SEP 15 00 31

ASSOCIATION DISCLOSURE PACKET NOTICE

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

Some of the benefits include the right to use common areas, which may include swimming pools, parks, playgrounds and other recreational facilities. In order to finance the operation of the community, each owner is responsible for and obligated to pay regular assessments, and if necessary, special assessments to ensure that the financial requirements are met. Failure to pay any of these assessments may result in a lien being placed on your property.

The use of common areas, financial obligations of lot owners' and other information concerning the rights, responsibilities and benefits resulting from the purchase of a lot in this common interest community are subject to the provisions of governing documents that typically include a declaration, bylaws, articles of incorporation and rules and regulations. These documents play an important role in association living and should be reviewed carefully prior to your purchase.

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

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

The name of your association is: GOVERNOR'S LAND FOUNDATION

Lot Number and address: 1641 River Ridge, Williamsburg, VA 23185, Lot 4, River Oaks North B

Assessments & Mandatory fees you are responsible for: 2013 - \$653 per quarter (Amount for 2014 has not been determined)

Special Assessments: Transfer Fee: \$1306 for 2013 (Amount for 2014 has not been determined)

Other entity or facility: Two Rivers Country Club Membership Required.

Other fees: Possible 5% marketing fee on undeveloped property

Failure to pay any of the above Assessments and/or Mandatory Fees may result in nonjudicial foreclosure on your property or the following:

1) \$75.00 late fee per quarter; 2) Lien on Property; 3) Withhold access to common properties.

ALL DOCUMENTS AND INFORMATION CONTAINED IN THIS DISCLOSURE PACKET PLAY AN IMPORTANT ROLE IN LIVING WITHIN A COMMON INTEREST COMMUNITY AND SHOULD BE REVIEWED CAREFULLY PRIOR TO YOUR PURCHASE OF THE PROPERTY. A LIST OF THOSE DOCUMENTS YOU ARE ENTITLED TO RECEIVE IN ACCORDANCE WITH THE PROPERTY OWNERS' ASSOCIATION ACT IS PRINTED ON THE BACK OF THIS NOTICE.

Recipient Name (Print): _____

Recipient Signature: _____

Date: _____

Attached is a list of documents you are entitled to receive in accordance with the Property Owners' Association Act:

- The name of the association and, if incorporated, the state in which the association is incorporated and the name and address of the registered agent in Virginia;
- A statement of any expenditure of funds approved by the association or the board of directors that shall require an assessment in addition to the regular assessment during the current year or the immediately succeeding fiscal year;
- A statement, including the amount of all assessments and any other mandatory fees or charges currently imposed by the association, together with any post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition, and maintenance of the lot and to the right of use of common areas, and the status of the account;
- A statement of whether there is any other entity or facility to which the lot owner may be liable for fees or other charges;
- The current reserve study report or summary thereof, a statement of the status and amount of any reserve or replacement fund, and any portion of the fund allocated by the board of directors for a specified project;
- A copy of the association's current budget or a summary thereof prepared by the association, and a copy of its statement of income and expenses or statement of its financial position (balance sheet) for the last fiscal year for which such statement is available, including a statement of the balance due of any outstanding loans of the association;
- A statement of the nature and status of any pending suit or unpaid judgment to which the association is a party and that either could or would have a material impact on the association or its members or that relates to the lot being purchased;
- A statement setting forth what insurance coverage is provided for all lot owners by the association, including the fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner;
- A statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto are or are not in violation of the declaration, bylaws, rules and regulations, architectural guidelines and articles of incorporation, if any of the association;
- A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale;
- A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot, including but not limited to reasonable restrictions as to the size, place and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag;
- A copy of the current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association;
- A copy of any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet;
- A copy of notice given to the lot owner by the association of any current or pending rule or architectural violation;
- A copy of the fully completed one-page cover sheet developed by the Common Interest Community Board pursuant to § 54.1-2350; and
- Certification that the association has filed with the Common Interest Community Board the annual report required by § 55-516.1 which certification shall indicate the filing number assigned by the Common Interest Community Board, and the expiration date of such filing.

Two Rivers Country Club
Club Documents Binder

The undersigned has received a copy of this Club Documents binder on behalf of the Buyer, also named below. The buyer needs to sign and return a copy of the attached Disclosure Regarding Two Rivers Country Club.

Print Name _____

Sign Name _____

Date _____

Buyer Name _____

Buyer Address _____

Governor's Land Lot # _____

Seller Name _____

Closing Date _____ unknown _____

Due at _____ closing:

CIP #1 Assessment \$ _____

CIP #2 Assessment \$ _____

Social Initiation Fee \$ _____

Total Due \$ _____

NOTE: All dollar amounts for dues, fees and charges are subject to change in 2014. Please request updated numbers in 2014.

UPLOADED
5/4/2021