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DECLARATION
of
COVENANTS, CONDITIONS AND RESTRICTIONS
of
VINEYARD HEIGHTS

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GPIN # G144-2484-2552

THIS DECLARATION, made this 3rd day of December, 2001, by Harrison and Lear Land Corporation (the "Declarant").

RECITALS:

There has been duly approved under the ordinances of the County of York a certain site plan entitled "Site Development Plans, Vineyard Heights, Bruton District, County of York, Virginia", dated March 21, 2000, as revised August 29, 2001, made by The Sirine Group, Ltd. (the "Site Plan"). All of the Building Sites and Common Areas and Easements as hereinafter defined, as shown on the Site Plan, are referred to, collectively, as the "Subdivision."

The Subdivision is composed of ninety-nine (99) Building Sites, as hereinafter defined, of which some Building Sites contain Common Areas and Easements, as hereinafter defined. The Common Areas and Easements shall be for the equal benefit of all Owners, as hereinafter defined, and the necessary costs for maintenance and upkeep shall be borne equally by all Owners through the Association.

NOW, THEREFORE, Declarant, as owner of all of the property in the Subdivision, hereby declares that all of the property as shown on the Site Plan, attached hereto, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

1.1 "Association" shall mean and refer to Vineyard Heights Homes Association, a Virginia non-stock corporation, its successors and assigns.

1.2 "Building Site" shall mean and refer to any one of the ninety-nine (99) sequentially numbered lots within the Subdivision as shown on the Site Plan.

1.3 "Common Areas and Easements" shall mean those areas dedicated to the Association to include, but not be limited to, all streets and/or alleys not dedicated to the Commonwealth of Virginia, all drainage outfalls, structures, improvements and retention areas, all recreation areas and all other common areas owned by the Association either in fee simple or as an easement.

1.4 "Declarant" shall mean and refer to Harrison & Lear Land Corporation, its successors and assigns, if such successors or assigns should acquire more than one Building Site from the Declarant for the purpose of development.

1.5 "Dry Retention Area" shall mean and refer to the area shown as the "Var. Width Storm Water Management Esm't to be Conveyed to the Homeowners Association" on the Site Plan.

1.6 "Mortgage" as used herein shall mean a mortgage or deed of trust, said terms having the same meaning and may be used interchangeably.

1.7 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Building Site which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.8 "Private Streets" shall mean and refer to all those streets and/or alleys not dedicated to the County of York, as shown on the Site Plan or which are not otherwise maintained by a recorded common driveway agreement among two or more Building Sites.

1.9 "Property" shall mean and refer to all of the defined Building Sites within the Subdivision, including the Building Sites which contain the Common Areas and Easements as

shown on the Site Plan.

ARTICLE II

PROPERTY RIGHTS AS TO COMMON AREAS AND EASEMENTS

2.1 Purpose. The purposes of the Association shall be to provide for the formation of an architectural review committee as hereinafter defined, to adopt rules and regulations governing the Subdivision and for the ownership and maintenance of Common Areas and Easements.

2.2 Duties of Declarant. The Declarant shall convey the Common Areas and Easements to the Association free and clear of all liens and with all real estate taxes paid through the date of transfer to the Association, which conveyance shall take place prior to Declarant's conveying the last Building Site.

2.3 Association Duties. The Association shall control the availability of the Common Areas and Easements, insure that the Common Areas and Easements and other property set aside for open space, if any, not be developed for unapproved purposes in the future, and insure that the Common Areas and Easements are maintained in their intended use and function in perpetuity, unless and until the Board of Supervisors of York County, by ordinance, authorizes and approves revisions to the Common Areas and Easements. To the extent that the Virginia Property Owner's Act may be applicable to the Subdivision, the Association shall fulfill all requirements of a homeowner's association thereunder.

2.4 Affirmative Obligation of the Association to Maintain the Common Areas and Easements. The Association shall maintain the Common Areas and Easements after the time of completion of their construction by Declarant in accordance with the requirements of the County of York, especially the Dry Retention Area in order to achieve the water quality and quantity benefits and the Private Streets, which requirements are a part of the Site Plan. Should the County of York notify the Association that certain work is required within the Common Areas and Easements, the Association shall have sixty (60) days to levy any required special assessment and complete the work required by the County. Should the Association fail to approve a special assessment for such work or fail to complete the work as required by the County of York within such sixty (60) days, the County of York may, (but shall not have a duty to) proceed to have the necessary work performed

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either by its own forces or by third party contractors. Upon completion of the work, the County may record a memorandum in the Clerk's Office of the Circuit Court for the County of York which details the work performed and the cost thereof. The recordation of such a memorandum shall perfect a lien in favor of the County of York against each Building Site within the Subdivision in the amount of the cost of the work plus a ten percent (10%) surcharge to reimburse the County of administrative expenses. Such lien shall accrue interest at the rate of nine percent (9%) per annum from the date of recordation. Such lien shall be subordinate to the lien in any institutional first mortgage or deed of trust recorded against the Property.

ARTICLE III

COMMON AREAS AND EASEMENTS MAINTENANCE REQUIREMENTS

3.1 In order to ensure the health, safety and welfare of the Owners and residents of the Property, the residents of the surrounding area and the County of York, the construction of the Common Areas and Easements in accordance with the Site Plan, through completion of construction, shall be the responsibility of the Declarant. Thereafter, maintenance responsibilities for these facilities to the standards as required by the Site Plan approved by the County of York shall be the responsibility of the Association whether or not these facilities have yet been dedicated to the Association.

ARTICLE IV

DRY RETENTION AREA MAINTENANCE REQUIREMENTS

4.1 The Dry Retention Area shall be inspected quarterly in each calendar year by the Association which inspection shall take specific note of the structure and integrity of the Dry Retention Area. Accumulated sediments within the Dry Retention Area shall be cleaned out as necessary, and vegetation maintained as necessary. A written record of the inspections and any work performed on the Dry Retention Area shall be maintained in the records of the Association and shall be provided to the County of York upon request. The Dry Retention Area shall be inspected every five (5) years by a registered professional engineer who shall render a written report to the Association and to the County of the condition of the Dry Retention Area which evaluates its condition and actual performance in relation to the anticipated performance postulated

by the Site Plan. The County, through its officers and officials, authorized agents, employees and contractors shall have the right to enter upon the Property and Building Sites whenever it deems necessary to inspect the Dry Retention Area. Such entry shall be made at reasonable times and in a reasonable manner.

4.2 The Dry Retention Area shall be mowed at least monthly during the growing season to prevent the establishment of woody growth.

4.3 As needed, commercially available biological controls (e.g. *Bacillus thuringiensis israelensis*) for mosquitoes may be used at the discretion of the Association during mosquito breeding season to reduce adult mosquito populations in the Dry Retention Area. In addition, other integrated mosquito control techniques may be used as deemed appropriate by the Association provided that such control techniques do not adversely affect the ability of the Dry Retention Area to function as designed. The Association shall comply with all requirements of the County of York regarding management of the Dry Retention Area to minimize mosquito problems. The Association shall indemnify and hold harmless Owners from any liability associated with the acts of the Association in regard to this subparagraph. All Owners shall be required to cooperate with the Association in this regard.

4.4 Owners may report nuisance conditions or other legitimate maintenance concerns regarding the Dry Retention Area to the Association. Appropriate action, which is consistent with preserving the design function of the Dry Retention Area, may be taken by the Association to remedy the situation.

4.5 Long term maintenance of the Dry Retention Area may require overhaul and rebuilding of the Dry Retention Area including the removal of sediment and silt from the bottom of the Dry Retention Area, and replanting or reestablishment of vegetation. The Association shall assess the Owners for this cost as well as any unforeseen costs associated with the management, maintenance or improvement of the Dry Retention Area to properly fund such work and appropriate erosion and sediment control measures as are required while the work is underway.

ARTICLE V**PRIVATE STREETS MAINTENANCE AND DEDICATION REQUIREMENTS**

5.1 In order to ensure the health, safety and welfare of the Owners and residents of the Property, the residents of the surrounding area and the County of York, the construction of the Private Streets in accordance with the Site Plan, through completion of construction, shall be the responsibility of the Declarant. Thereafter, maintenance responsibilities for these facilities to the standards as required by the Site Plan shall be the responsibility of the Association whether or not these facilities have yet been dedicated to the Association.

5.2 The Private Streets shall be inspected as needed by the Association which inspection shall take specific note of the structure and integrity of the Private Streets. A written record of the inspections and any work performed on the Private Streets shall be maintained in the records of the Association and shall be provided to the County of York upon request.

5.3 Owners may report nuisance conditions or other legitimate maintenance concerns regarding the Private Streets to the Association. Appropriate action may be taken by the Association to remedy the situation.

5.4 Long term maintenance of the Private Streets may require future capital outlays. The Association shall be able to, at its sole discretion, assess the Owners for this cost and shall be able to establish a sinking fund requiring quarterly payments so that the fund may be self-supporting for such purposes as well as to have funds available for any unforeseen costs associated with the management, maintenance and/or improvement of the Private Streets and to properly fund such work.

5.5 It shall be mandatory upon the Association to dedicate as many Private Streets to the Department of Transportation, Commonwealth of Virginia, as possible but such dedication shall only be effected upon completion of construction of fifty percent (50%) of all Building Sites within each phase as is delineated on the Site Plan.

ARTICLE VI**MEMBERSHIP AND VOTING RIGHTS**

As to the Association, the following membership and voting rights shall apply:

6.1 Every Owner of a Building Site shall be subject to assessment in the manner herein set forth and shall be a member of the Association with each such Owner having an equal voting right with every other Owner. Membership shall be appurtenant to and may not be separated from ownership of any Building Site which is subject to assessment.

6.2 The Association shall have one class of voting membership, and members shall be all Owners and shall be entitled to one vote for each Building Site owned. When more than one person holds an interest in any Building Site, all such persons shall be members. The vote for such Building Site shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Building Site.

However, in no event after ten (10) years, from the conveyance of the first Building Site to an Owner, shall the Declarant have any voting rights.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

AS GENERAL ASSESSMENTS FOR ALL BUILDING SITES

7.1 Creation of the Lien and Personal Obligation of General Assessments. The Declarant, for each Building Site owned within the Property, hereby covenants, and each Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association as general assessments, the following: (1) general annual assessments or charges, and (2) general special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The general annual and general special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made in accordance with the Virginia Property Owner's Association Act being Section 55-508, et seq. of the Code of Virginia, 1950, as amended (the Act"). Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the

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assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

7.2 Purpose of General Assessments. The general assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Common Areas and Easements, and to provide for such adequate reserve funds for the repair and replacement of improvements in the Common Areas and Easements, as the Board of Directors may deem appropriate from time to time.

7.3 Maximum General Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Building Site to an Owner who is not a Declarant, the maximum general annual assessment shall not exceed one hundred twenty AND 00/100 DOLLARS (\$120.00) per year, per Building Site.

7.3.1 From and after January 1 of the year immediately following the conveyance of the first Building Site to an Owner, the maximum general annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

7.3.2 From and after January 1 of the year immediately following the conveyance of the first Building Site to an Owner, the maximum general annual assessment may be increased above ten percent (10%) by a vote of at least two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

7.3.3 The Board of Directors may fix the general annual amount not in excess of the maximum.

7.4 Working Capital Fund. The Declarant, as Agent of the Association, shall establish for the Association a Working Capital Fund by collecting from each Owner six months of the annual General Assessment for each Building Site at the time the Building Site is purchased to serve as a reserve fund for capital expenditures or replacements. The Declarant shall not use the Working Capital Fund to pay any construction costs or expenses and shall maintain this a segregated fund separate and apart from other funds of the Association.

Notwithstanding the above, the transfer of a Building Site or Sites to a builder whose

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intent is to construct houses on the Building Sites shall be exempt from such assessment until the sooner of (a) period of up to one (1) year or (b) issuance of a Certificate of Occupancy. Further, the transferee of bulk transfers of Building Sites, as defined by the Declarant, shall be exempt from such assessment in the initial transfer of Building Sites to said transferee. The initial transfers of Building Sites to Harrison & Lear, Inc. under this section shall also be exempt from this assessment.

7.5 General Special Assessments for Capital Improvements. In addition to the general annual assessments authorized above, the Association may levy, in any assessment year, a general special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas and Easements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

7.6 Notice and Quorum for Any Action Authorized Under Sections 7.3 and 7.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 7.3 or 7.4 shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

7.7 Uniform Rate of Assessment. Both general annual and general special assessments must be fixed at a uniform rate for all Building Sites and may be collected on an annual basis.

7.8 Date of Commencement of General Annual Assessments: Due Dates. The general annual assessments provided for herein shall commence as to any Building Site on which improvements have been completed on the first day of the month following the completion of the

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improvements and after the conveyance of the first Building Site by the Declarant to an Owner not a Declarant as herein defined. The Declarant shall not be required to pay the general annual assessment on Building Sites on which improvements are not completed; provided the Declarant shall be responsible for the maintenance and upkeep of such unimproved Building Sites. The first general annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the general annual assessment against each Building Site at least thirty (30) days in advance of each general annual assessment period. Written notice of the general annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Building Site have been paid. A properly executed certificate of the Association as to the status of assessments on a Building Site is binding upon the Association as of the date of its issuance.

7.9 Effect of Nonpayment of General Assessments; Remedies of the Association. Any general assessment not paid within thirty (30) days shall bear interest from the due date at the maximum rate permitted by the Act. The Association may record a memorandum of lien, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property pursuant to the Act. No Owner may waive or otherwise escape liability for the general assessments provided for herein by abandonment of his Building Site.

7.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any then existing first mortgage. Sale or transfer of any Building Site shall not affect the assessment lien. However, the sale or transfer of any Building Site pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Building Site from liability for any assessments thereafter becoming due or from the lien thereof. The lien of the assessments provided for herein shall be released from a Building Site upon request of the Owner upon receipt of payment equal to that portion of the lien indebtedness evidenced by the assessment lien attributable to that Building Site.

ARTICLE VIII

PROPERTY RESTRICTIONS

8.1 Land Use and Building Type. No Building Site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Building Site other than one detached single-family dwelling with a minimum livable heated floor area of One Thousand (1,000) square feet with at least one private garage whether attached or detached. Declarant shall have the right to approve all plans, and approve location of all structures, on each Building Site, or rule on these Property Restrictions, in its sole discretion or it may designate an agent or architectural committee of its choosing (the "Architectural Review Committee") to perform such approvals or to release this requirement as to all or any Building Sites by written document recorded in the aforesaid Clerk's Office, which approval shall not be unreasonably withheld by Declarant.

8.2 Restricted Building Areas. Noted on the Site Plan is the Dry Retention Area. No Owner, except for the Declarant or Association, may construct or maintain any improvements within the Dry Retention Area. The Declarant specifically reserves the right to use any or all of the maintenance, access, drainage and utility easements shown on the Site Plan for ingress and egress to the Dry Retention Area for any and all purposes.

8.3 Sewage Disposal. Every dwelling unit constructed within this subdivision shall be connected to the public sewage disposal system.

8.4 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of subdivision.

8.5 Nuisances. No noxious or offensive activity shall be carried on upon any Building Site, nor shall anything be done thereon which may become an annoyance to the neighborhood.

8.6 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Building Site, except that typical household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

8.7 Garbage and Refuse Disposal and Maintenance of Building Site. No Building Site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall

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not be kept except in sanitary containers, which shall be kept in a clean and sanitary condition to the rear of the dwelling concerned or in an enclosure at the side thereof. No Building Site shall be allowed to have grass and/or weeds in excess of twelve inches (12") elevation growing upon it, whether such Building Site be improved or unimproved. Should any of the provisions outlined in this Section be violated, Owner shall be held responsible and the Declarant or its designee may engage independent contractors to correct the violation of this restriction and charge the same amount back to the Owner who shall be obligated to pay the same. Upon completion of any work by an independent contractor engaged by the Declarant or its designee, the Declarant may record a memorandum in the Clerk's Office of the Circuit Court for the County of York which details the work performed and the cost thereof. The recordation of such a memorandum shall perfect a lien in favor of the Declarant against the Owner in the amount of the cost of the work plus a ten percent (10%) surcharge to reimburse the Declarant for administrative expenses. Such lien shall accrue interest at the rate of nine percent (9%) per annum from the date of recordation. Such lien shall be subordinate to the lien of any Institutional first mortgage or deed of trust recorded against the Property.

8.8 Parking on the Private Streets. No passenger automobiles, small trucks, trailers, boats, campers, or other motor vehicles may be parked on the Private Streets for a period of time greater than eight (8) hours. No inoperable, unlicensed or abandoned vehicles of any type shall be parked or stored on the Private Streets or, if on a Building Site, in anything other than an enclosed garage.

8.9 Subdivision of Lots. None of the Building Sites as shown on the Site Plan for the sections affected hereby may be subdivided into smaller or additional Building Sites, provided, however, that this provision shall not prohibit the adjustment of Building Site lines if necessary so long as no new or additional Building Sites are created.

8.10 Erosion of Lots. No Owner shall allow the sediment resulting from the erosion of a Building Site to run off in or on to any of the Common Areas and Easements.

8.11 Rules. From time to time the Association shall adopt general rules, including, but not limited to, rules to regulate potential problems relating to the use of property and the well-being

of Owners and Declarant. For a period of two (2) years after conveyance of the first Building Site to an Owner, such general rules may be adopted and made a part of this Declaration by Declarant and, thereafter, may be adopted and made a part of this Declaration by the Association. All such general rules, regardless of by who adopted, shall be listed as an attachment hereto, as Exhibit B.

ARTICLE IX

INSURANCE

9.1 Insurance coverage on the Common Areas and Easements shall be governed by the following provisions.

9.1.1 Ownership of Policies. All insurance policies upon the Common Areas and Easements shall be purchased by the Association for the benefit of all the Association and the Owners. Owners may, at their option, obtain insurance coverage for their personal liability and living expense and such other coverage as they may desire.

9.1.2 Liability. Public liability insurance shall be secured by the Association with limits of liability of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary. The Association may reduce the limits of liability for the public liability insurance to FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence, should they so desire, at the end of the period of Declarant control of the Subdivision.

9.1.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by Association and charged to the Owners as a part of an assessment according to the provisions of Article VII above.

9.1.4 Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, and the Owners, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustees under this Declaration. The sole duty of the Association as insurance trustees shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the Bylaws and for the benefit of the Owners.

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9.2 Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Association as insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

9.2.1 Expense of Trust. All expenses of the insurance trustees shall be first paid or provisions made therefor.

9.2.2 Reconstruction or Repair. The remaining proceeds shall be paid to defray the cost of repairs. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners as above provided.

ARTICLE X

DISSOLUTION

The Association may be dissolved, but only upon compliance with all of the provisions of Section 13.1-902 of the Code of Virginia or any amendment thereto. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to the County of York or such other appropriate public agency to be used for purposes similar to those for which this Association was created in exchange for compensation in an amount not exceeding the appraisal of a mutually acceptable appraiser. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI

GENERAL PROVISIONS

11.1 Enforcement. The Association, the County of York, or any Owner shall have the right to enforce, by any proceeding at law or in equity in the Circuit Court of the County of York, Virginia, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration in accordance with the Act and all other applicable laws. Failure by the Association, the County of York, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Court is hereby specifically empowered and authorized to use its equitable powers and authorities to correct any arbitrary, capricious or unreasonable act by the

Association, or any Owner, or committee connected herewith.

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

11.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Building Sites. Any amendment must be in compliance with the York County Zoning Ordinance and, upon receiving the necessary approval, shall be recorded in a document executed on behalf of the Association by its duly authorized officers.

11.4 Association Documents. In accordance with the Act, the Association shall maintain current copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, and budgets, provide copies upon request to Owners and Purchasers. The Association shall annually cause to be prepared a statement for each fiscal year which shall be provided to the Owners at each annual meeting.

11.5 Easement for Public Necessity. Upon recordation of this Declaration there is hereby granted to the County of York, its employees and agents, a perpetual right of Ingress and egress over and upon the Common Areas and Easements in order to assure the performance of all public duties, including but not limited to, law enforcement officers, rescue squad personnel, fire fighting personnel and building officials.

11.6 Adjustment of Property Restrictions or General Provisions. The Declarant may alter, modify, mitigate or amend any of the provisions of Article VII and Article VIII, in its sole discretion during the period of Declarant control of the Subdivision in order to rectify recognized hardship, unfairness or inequity created by the application of the provisions of the aforementioned Articles to a particular Building Site.

ARTICLE XII

DECLARANT'S RIGHTS AND RESPONSIBILITIES

12.1 Rights. Anything herein to the contrary notwithstanding, the Declarant shall at all times have and does hereby reserve to itself, its successors and assigns:

12.1.1 The right to use Building Sites for sales models and/or a sales office for sale of all Building Sites within the Subdivision;

12.1.2 The right to use Building Sites for the storage of dirt and/or other materials;

12.1.3 A non-exclusive easement over and upon the Common Areas and Easements and for purposes of making improvements to the Common Areas and Easements and on all Building Sites located within the Subdivision. This easement shall automatically cease and expire upon completion of all improvements to the Common Areas and Easements, and all Building Sites located within the Subdivision.

UPLOADED

5/4/2021