

appurtenant thereto. The WHDC shall have the right to veto any action taken by the MC which the WHDC determines, in its sole discretion, to be inconsistent with the Design Standards promulgated by the WHDC. The MC shall assume the rights, duties, obligations and authority of the WHDC as described in Section 1 above when the Declarant so determines.

Section 3. No Waiver of Future Approvals. The approval of either the WHDC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 4. Variance. On a case by case basis, the WHDC, in its discretion, may authorize a variance from compliance with any of its Design Standards and procedures when unique circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Upon appeal, the Declarant may authorize a variance subject to these same conditions. The MC cannot issue a variance unless the WHDC has transferred its rights to the MC, as outlined in Section 1 of this Article.

Section 5. Compliance With Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Design Standards and procedures promulgated by the WHDC or MC may be excluded by the Board from the Properties without liability to any person, subject to the notice and hearing procedures contained in the Bylaws.

Section 6. No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and neither the WHDC nor the MC shall bear any responsibility for ensuring the structural integrity or soundness of approval construction or modifications, nor for ensuring compliance with building codes and other ornamental requirements. Declarant, the Foundation, the Board of Directors, any committee, or member of any of the foregoing shall not be held liable for any injury, damages or loss arising out of the manner or quality of approval construction or modifications to any Lot.

ARTICLE XIV USE RESTRICTIONS

The Properties shall be used only for the purposes permitted by the applicable zoning (which may include, without limitation, offices for any property manager retained by the Foundation or business or sales offices for the Declarant or the Foundation) and as may more particularly be set forth in the Declaration and amendments hereto.

The Foundation, acting through its Board of Directors, shall have authority to make and

to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. The Foundation, acting through its Board of Directors, shall have standing and the power to enforce such standards. Such regulations and use restrictions shall be binding upon all Owners, occupants, invitees and licensees, if any, until and unless overruled, canceled or modified in a regular or special meeting of the Foundation by a vote representing a majority of the total combined votes of the Class "A", Class "B", Class "C", Class "D", and Class "E" votes in the Foundation and by the Class "F" Member, so long as such membership shall exist. For the purposes of this Section the determination of the majority of the total votes of the Foundation is represented by the following equation: Total affirmative Foundation votes (Class "A" affirmative votes + Class "B" affirmative votes + Class "C" affirmative votes + Class "D" affirmative votes + Class "E" affirmative votes) divided by the total available Foundation votes (Class "A" available votes + Class "B" available votes + Class "C" available votes + Class "D" available votes + Class "E" available votes).

Section 1. Signs. A single "for sale" or "for lease" sign shall be permitted on any Developed Single Family Residential Lot being offered for sale or for lease, provided it does not exceed two (2) feet by three (3) feet in size and does not stand higher than five (5) feet from the ground. No other signs of any kind shall be erected within the Properties, including all Multi-Family Residential Lots, Developed Business Lots and Undeveloped Business Lots, or on the Common Areas, including any Lot if visible from outside the Lot, without the written consent of the WHDC, or MC if the WHDC does not exist, except signs installed by Declarant or the Foundation. One political sign for elections of offices in James City County, Virginia, The Commonwealth of Virginia or the United States of America may be displayed no earlier than thirty days prior to the date of the election and must be removed within forty-eight (48) hours of election day. Political signs must also comply with the size requirements of this Section.

Section 2. Parking and Prohibited Vehicles.

(a) Parking. Vehicles owned, leased or operated by an Owner or an occupant or his tenant, guest, family member or other invitee shall be parked only in the garage or driveway serving the Lot, or in such other paved areas as have been designated by the Board of Directors for parking vehicles. Parking shall be permitted on public streets only in accordance with all state and county laws and ordinances.

(b) Prohibited Vehicles. Vehicles licensed as commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other water craft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles which are either obviously inoperable or do not have current operating licenses, license plates or permits, shall not be permitted on the Properties except within enclosed garages.

Section 3. Occupants Bound. All provisions of the Declaration, Bylaws, any applicable Supplemental Declaration, and rules and regulations promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, residents, tenants, guests and invitees (collectively "occupants") of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, any applicable Supplemental Declaration, and all rules and regulations of the Foundation. Every Owner shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets may be permitted in a Lot. All pet animals must be secured by a leash or lead and under the control of a responsible person and obedient to that person's command at any time they are on the Common Area. Pet animals must be secured by a leash or lead and under the control of a responsible person and obedient to that person's command or tethered to the front of the residence any time they are on the front of a Lot. Pet animals may run free in the rear of Lots if the Lots are completely fenced in a manner that would prevent the animal from leaving the Lot.

Each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees and invitees and to the Foundation, for any and all damage to person or property caused by any such pet brought upon or kept on the Properties by such Owner or by his family, guests, permittees, or invitees. Each Owner keeping pets on his or her Lot will comply with all requirements of law applicable to such animal. The Board of Directors shall have the power to adopt, publish, amend and enforce rules and regulations governing the keeping of pets by members of the Foundation and their families and guests and to establish penalties for the infraction thereof. All Lot Owners shall also comply with all provisions of the James City County Code with respect to animals and pets on their Lot.

Section 5. Unsightly or Unkept Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her Lot. The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. The determination of any violation of this Section shall be in the sole discretion of the Board, which shall have the authority to adopt reasonable, rules, regulations or policies interpreting this Section.

Section 6. Satellite Antennas. No satellite dishes in excess of one meter in diameter shall be allowed on any Lot property. The design and the location of all satellite dishes of one meter in diameter or less intended to be placed in the Properties must be submitted to the WHDC for review. To the extent it is reasonable, the preferred location and installation site for satellite

dishes which are one meter or less in diameter shall be only in the rear of a dwelling or in the rear portion of the Lot property. If such preferred locations preclude an acceptable quality of reception on any Lot property, then the Owner shall notify the WHDC or MC, in writing, of such concern. Such notification shall include the appropriate documentation related to preclusion of reception and designate other sites on the Lot upon which the Owner wishes to locate and install the satellite dish. Satellite dishes which are one meter or less in diameter should be reasonably screened from view from any other Lot or Common Area and should be painted in a fashion that will not interfere with reception so that it blends into the background against which it is mounted. The WHDC may further regulate satellite dishes of one meter in diameter or less and antennas in the Design Standards.

Section 7. Subdivision of Lot and Time Sharing. During the Class "F" Control Period, no Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Declarant. After the Class "F" Control Period, no Lot shall be subdivided or its boundary lines changed except with the prior written approval the Board of Directors of the Foundation. The Declarant, however, hereby expressly reserves the right to replat or resubdivide any Lot or Lots owned by Declarant, at any time. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

No Lot shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years, except that the Declaration hereby reserves the right for itself and its assigns to operate such a program with respect to Lots which it owns.

Section 8. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself and the Foundation a perpetual easement across the Properties for the purpose of altering drainage and water flow. As set forth in Article VI, Section 2, Lot Owners are responsible for the maintenance and repair of any drainage swales located within the Lot Property regardless of what other Lots or Common Area the drainage swale may serve.

Section 9. Wetlands, Rivers, Water Bodies and Protected Areas. No use of the wetlands, rivers, ponds, streams or other bodies of water within the Area of Common Responsibility, if any, shall be permitted without the prior approval of Board of Directors subject to the Declaration; provided, if any such use is permitted, it shall be subject to the Declarant's and Foundation's superior use rights as provided below and to all rules and regulations that may be promulgated by the Board of Directors.

The Declarant and the Foundation shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of bodies of water

within or adjacent to the Properties. No docks, piers, or other structure shall be constructed on or over any body of water within the Properties, except such as may be constructed by the Declarant or the Foundation.

Notwithstanding the foregoing, the Foundation, and the Declarant (for so long as the Declarant owns property that is or may be subjected to this Declaration), may use and regulate the use of bodies of water within the Area of Common Responsibility for the irrigation of the Area of Common Responsibility, or for any other purpose deemed appropriate by the Board or the Declarant, subject to the terms of any easement agreement affecting such use. The Declarant's rights under this Section shall be superior to any rights of the Foundation.

If wetlands or wetland buffers exist on a Lot, as more specifically described on a recorded plat, the Owner may not install structures of any kind, including but not limited to, fences, play structures and sheds, within this area. No clearing, grubbing or redistribution of material within the preserved wetland area is permitted. Any violation related to wetlands is the sole responsibility of the lot owner. Should the Army Corps of Engineers change its practice or requirements in this regard, the WHDC or MC, if the WHDC no longer exists, may unilaterally amend this portion of the Declaration to reflect the change.

If a Resource Protection Area (hereinafter, "RPA") exists on the Lot, as more specifically described on a recorded plat, the Owner may not disturb any portion of the RPA. If the Owner desires to install a structure of any kind including, but not limited to, fences, play structures and sheds within the RPA, the Owner must first obtain written permission in a letter from the James City County Department of Environmental Engineering. The letter, along with the application for approval of such structure must be submitted to the WHDC and/or MC before the Owner may initiate the installation of any such structure. Should the James City County Department of Environmental Engineering change its practice or requirements in this regard, the WHDC or MC, if the WHDC no longer exists, may unilaterally amend this portion of the Declaration to reflect the change.

Section 10. Playground. No jungle gyms, trampolines, swing sets or similar playground equipment shall be erected or installed on any Lot except as approved by the WHDC or MC in accordance with Article XIII hereof.

Section 11. Fences. No hedges, walls, dog runs, animal pens or fences of any kind shall be permitted on any Lot except as approved in accordance with Article XIII hereof.

Section 12. Business Use. This Section only applies to Developed Single Family Residential Lots, Undeveloped Single Family Residential Lots, Multi-Family Residential Lots and Undeveloped Business Lots and does not apply to Developed Business Lots. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Developed or Undeveloped Single Family Residential Lot, Multi-Family Residential Lot, or Undeveloped Business Lot except that an Owner or occupant residing in a Single Family

Residential, or a Multi-Family Residential Lot may conduct business activities within the Single Family Residential Lot or Multi-Family Residential Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve visitation of the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Properties, any of which in a manner that is detrimental to the residential characteristics of the immediate neighboring community as may be determined in the sole discretion of the Board of Directors; and (d) the business activity is consistent with the residential character of the portions of the Properties containing Single Family Residential Lots, or Multi-Family Residential Lots and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

Notwithstanding the foregoing, the Board shall have the authority and the unilateral discretion to schedule one or two community-wide yard sale days per calendar year in which an exemption from the prohibition above shall be granted, subject to the rules and regulations adopted by the Board.

Section 13. Leasing of Lots.

(a) Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or compensation of any sort.

(b) Leasing Provision.

(i) General. Developed Single Family Residential Lots may be rented only in their entirety; no fraction or portion may be rented. All leases shall be in writing and shall be for an initial term of no less than six (6) months, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee current copies of the Declaration, Bylaws, and the rules and regulations available from the Board for a reasonable fee. The Board may adopt reasonable rules regulating leasing and subleasing.

(ii) Compliance with Declaration, Bylaws and Rules and Regulations.

Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, any applicable Supplemental Declaration, and the rules and regulations adopted pursuant to the foregoing, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully-liable and may be sanctioned for any violation of the Declaration, Bylaws and the rules and regulations adopted pursuant to the foregoing.

Section 14. Building Foundations. The portions of any foundations of the dwellings on the Lot which are visible from the exterior of the dwelling shall be constructed of brick, stone or E.I.F.S. (provided that the front exterior walls of the dwelling are also sided primarily in E.I.F.S.). If a variance is granted by James City County or if the proffers are ever changed, a variance from this Section may be granted by the WHDC or the MC, if the WHDC no longer exists.

Section 15. Gutters, Downspouts and other Water Related Features. When used, gutters and downspouts shall be pre-finished aluminum to match the trim color of the home to which they are attached, or may be real copper. Downspouts shall include short turnouts at their outlets and shall not direct discharge into the stormwater system or on sidewalks, driveways, streets or other impervious areas. Variances may be applied for with James City County when the location or topography of the Lot compromises this requirement. Rain barrels, cisterns, dry wells or other water conservation devices are encouraged by the WHDC. If rain barrels, cisterns, or other water conservation devices are used in conjunction with gutters/downspout systems, they shall outlet to pervious areas. While it is recognized that it will not always be possible, the WHDC advocates that roof drains outlet to pervious areas such as grass swales, rain barrels, or rain gardens.

ARTICLE XV GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Foundation or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. So long as it still owns property described in Exhibits "A" or "B" of the Declaration for development as part of the Properties, the Declarant may unilaterally amend this Declaration for any purpose.

Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of seventy-five percent (75%) of the total of the Class "A", Class "B", Class "C", Class "D" and Class "E" votes held by Members other than the Declarant, and the consent of the Class "F" Member, so long as such membership exists. In addition, the approval requirements set forth in Article XVI hereof shall be met, if applicable. For the purposes of this Section the determination of the votes of the Foundation for amending the Declaration is represented by the following equation: Total affirmative Foundation votes (Class "A" affirmative votes + Class "B" affirmative votes + Class "C" affirmative votes + Class "D" affirmative votes + Class "E" affirmative votes) divided by the total available Foundation votes (Class "A" available votes + Class "B" available votes + Class "C" available votes + Class "D" available votes + Class "E" available votes).

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the Clerk's Office.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 3. Indemnification. The Foundation shall indemnify every officer, director, committee member and recognized Foundation volunteer against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, committee member and recognized Foundation volunteer in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, committee member and recognized Foundation volunteer.

The officers, directors, committee members and recognized Foundation volunteers shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Foundation (except to the extent that such officers or directors may also be Members of the Foundation), and the Foundation shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer director, committee member and recognized Foundation volunteer may be entitled. The Foundation shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available, as more specifically provided in Article VII and Article XII of the Declaration.

Section 4. Easements for Utilities, Etc. There is hereby reserved unto Declarant, so long as the Declarant owns any property described on Exhibit "A" or "B" of the Declaration, as amended, or any property the Declarant may subsequently own, the Foundation, and the designees of each (which may include, without limitation, James City County, Virginia, and any utility), blanket easements upon, across, over and under all of the Properties for the purpose of replacing, repairing and maintaining cable television systems, current or future technology systems, roads, walkways, bicycle pathways; lakes, ponds, wetlands, drainage systems, street lights, signage and all utilities, including, but not limited to, water lines, sewers, meter boxes,

telephones, gas and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of the Properties.

Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities or utilities over, under or through any existing dwelling on a Lot, and any damage to a Lot resulting from the exercise of this easement shall promptly be repaired. The exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry into any Lot shall be made only after reasonable notice to the Owner or occupant thereof.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, natural gas supplier and other utility suppliers, easements across all Lots and the Common Areas for ingress, egress, installation, reading, replacing, repairing and maintaining utility meters and boxes. The exercise of this easement shall not extend to permitting entry into the dwelling on any Lot. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Foundation's Board of Directors or as provided by Declarant.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall have the power to dedicate portions of the Common Area to James City County, Virginia, or to any other local, state or federal governmental entity, subject to such approval requirements as may be contained in Article XVI hereof.

Section 5. Easement for Overhanging Roofs and Eaves. The Owner of each Lot upon which there is a party wall or upon which a wall of a residence is permitted to abut the side boundary line of the Lot is declared to have an easement and the same is granted by the Declarant, over each adjoining Lot and the Common Area, as the case may be, for overhanging roofs, eaves and attached improvements on the Lot, including utility boxes located on zero lot line Lots, provided, however, that such encroachments may not exceed one (1) foot. Such easements, by virtue of this Declaration, shall run with the title to the Lot. No such easement shall be created in favor of a Lot if the encroachment occurred due to the willful misconduct of the Lot Owner.

Section 6. Easement for Hedges and Fences and General Maintenance. Each Lot and its Owner are declared to have an easement and the same is granted by the Declarant, for encroachments on adjoining Lots or Common Area, as the case may be, for general maintenance

on their Lot due to hedges or fences, if any, (which shall have been previously approved by the WHDC) belonging to such Lot, to the extent such hedge or fence encroaches on adjoining Lots or Common Area, provided such encroachments do not exceed one (1) foot or interfere with the use of any improvements on the serviette property. No such easement shall be created in favor of an Owner if the encroachment occurred due to the willful misconduct of the Owner.

Section 7. Easements for River and Pond Maintenance and Flood Water. Declarant reserves for itself and its successors, assigns and designees the non-exclusive right and easement, but not the obligation, to enter upon the rivers, ponds, streams and wetlands located within the Area of Common Responsibility to fulfill its maintenance responsibility as provided in this Declaration. Declarant's rights and easements provided in this Section shall be transferred to the Foundation at such time as Declarant may determine in its sole discretion.

The Declarant, the Foundation and their designees shall have an access easement over and across any of the Properties abutting, or containing any portion of any of, the rivers, ponds, streams or wetlands to the extent reasonably necessary to exercise their rights and responsibilities under this Section.

Section 8. Easements to Serve Additional Property. The Declarant and its duly authorized agents, representatives and employees, as well as its successors, assigns, licensees and mortgagees, shall have and there is hereby reserved an easement over the Common Areas for the purposes of enjoyment, use, access and development of the Additional property described in Exhibit "B" attached hereto and by this reference incorporated herein, whether or not such Additional Property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities on Additional Property.

Declarant agrees that it, its successors or assigns, shall be responsible for any damage caused to the Common Areas as a result of vehicular traffic connected with development of the Additional Property.

Section 9. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 10. Right of Entry. The Foundation shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to perform maintenance pursuant to Article VI hereof, and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws, any Supplemental Declaration and the rules of the Foundation; provided nothing herein shall authorize any person to enter any dwelling or other building constructed on a Lot without permission of the Owner unless reasonably believed to be necessary to avoid an imminent threat of personal injury or personal damage.

Section 11. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 12. Compliance. Every Owner and occupant of any Lot shall comply with all lawful provisions of this Declaration, the Bylaws, and the rules and regulations of the Foundation. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Foundation acting through its Board of Directors, or, in a proper case, by any aggrieved Lot Owner. In addition, the Foundation may avail itself of any and all remedies provided in this Declaration or the Bylaws. All rights, remedies and privileges granted to the Foundation pursuant to any terms, provisions, covenants or conditions of this Declaration, the Bylaws or state law 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 privileges as may be granted to such party by this Declaration or at law or in equity. The Foundation shall also be entitled to receive its costs and attorneys' fees in any action brought against an Owner and/or occupant, or in any action brought against the Foundation by an Owner and/or occupant. In any action brought against the Declarant by an Owner, occupant or the Foundation, the Declarant shall be entitled to recover its reasonable costs and attorneys' fees.

Section 13. Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board of Directors at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of assessments, notwithstanding the transfer of title to the Lot.

ARTICLE XVI MORTGAGEE PROVISIONS

The following provisions in this Article are for the benefit of holders of first Mortgages on Developed and Undeveloped Single Family Residential Lots in the Properties and do not apply to holders of first Mortgages on any Developed Business Lot, Multi-Family Residential Lot, or Undeveloped Business Lot. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer or guarantor of a first Mortgage who provides written request to the Foundation (such request to state the name and address of such holder, insurer or guarantor and the street address of the Lot to which its