

May 14, 2008

Dear Owners and Residents:

The Yorkshire Downs Board of Directors adopted the attached "Rules and Regulations" at their Board Meeting held on May 6, 2008. These rules do not take the place of the Restrictions (Article Eight) listed in the Declaration. If any of the rules recently adopted are in conflict with the Restrictions in the Declaration, the Declaration will take precedence.

If you are currently in violation of one of the new rules and it was not covered in the Restrictions, please contact the management office to request to be "grandfathered". This would mean you would be allowed to continue under the old rules until such time as the violation no longer existed. For example, if you currently have more than the two pets allowed, you must contact the office to request "grandfathering". Once you no longer own one of the pets over the limit, you will not be allowed to replace the pet. If your request is not received by June 1, 2008, grandfathering will not be considered.

The Yorkshire Downs Condominium Association now has a website. You may access the website at Neighborhoodlink.com. The website contains limited information at this time, but will be updated periodically.

Sincerely,

The Yorkshire Downs Condominium Association
Board of Directors

YORKSHIRE DOWNS CONDO OWNERS ASSOCIATION

Rules and Regulations

Adopted May 6, 2008

These Rules and Regulations are adopted by the Board of Directors of the Yorkshire Downs Condominium Owners Association, Inc., pursuant to the Declarations of Covenants, Conditions and Restrictions of Yorkshire Downs Condominium Owners Association (the "Declaration"). Where there is a conflict between the Declaration and these Rules and Regulations, or where the Declaration is more specific than these Rules and Regulations, the Declaration shall control.

Please Note: All owners should familiarize themselves with provisions of the Association Declaration, Articles of Incorporation and Bylaws, and Rules and Regulations. Copies of these documents should have been provided to you by the Seller at the time you purchased your property. You are responsible for assuring that your guests, visitors and tenants comply with these Rules and Regulations and the Declaration. Yorkshire Downs is currently managed by Community Group, herein referred to as "Management Company." If you need a copy of the Rules and Regulations for any purpose (i.e., to provide to your tenants) or if you have any questions about any of these governing documents, please contact the Management Company, currently Community Group at (757) 873-1800 and ask for Marsha Hoiberg.

PURPOSE

To ensure that Yorkshire Downs continues its reputation as a high-standard community, reflecting an excellent quality of life for residents and guests.

To establish standards which will apply to all residents and guests.

To work inclusively to inform and enforce standards in a spirit of cooperation and sensitivity to all neighbors.

To aid in maintaining the value of the owner's investment in the Yorkshire Downs community.

To clarify and further the intent of the Declaration of Covenants, Conditions, and Restrictions of Yorkshire Downs.

GENERAL RULES

1. These Rules and Regulations, the Declaration, the Articles and Bylaws shall be enforced by the Board of Directors and Individual Assessments for infractions may be levied in accordance with the Declaration and Bylaws.
2. Parents are responsible for infractions committed by their children; and Owners are responsible for infractions committed by their tenants and guests.
3. The Board may adopt such reasonable rules as it deems proper for the Association. A copy of said rules, as they may from time to time be adopted, amended or repealed, shall be mailed or

otherwise delivered to each Owner. Upon such mailing or delivery, said rules shall be in full force and effect and shall be enforced against each Owner. It shall be the Owners' responsibility to provide the Owners' tenants with the Rules and Regulations.

AIR CONDITIONING: Architectural Review Committee ("ARC") approval must be received to install an air conditioning condenser in the common area. Complete the "ARC" form, available from the Management Company. Forward the completed form and all required information to the Management Company.

ANTENNA AND SATELLITE DISH INSTALLATION: To avoid problems after installation, the owner must complete the "ARC" form, available from the Management Company prior to installation of all antennas. The Association's intent is to make these devices as unobtrusive as possible while providing access to the desired signals. Installation of all antennas and satellite dishes must comply with manufacturer's installation instructions and any applicable building or safety codes.

COMMON ELEMENTS: All roadways and walkways shall be clear for emergency traffic. No furniture, bicycles, barbecues, toys or other items of personal property shall be stored, left or parked on a roadway, walkway or any other place within the Common Elements.

No resident shall sweep or throw any debris onto the Common Elements.

DAMAGES: Damages caused by an owner, family member, tenant, guest or pets, to any of the common area must be repaired by the owner involved with prior authorization from the Board and at the owner's expense. Repair means that the damaged common area must be returned to the same or better condition than it was in prior to the damage. Unless the owner obtains authorization from the Board to repair the damage within a reasonable time, the Association will have the damage repaired at the owner's expense. The owner will then be provided an itemized invoice of the nature and cost of the damage, and shall be responsible for paying the invoice within thirty (30) days. The cost of any such repairs will become an assessment to which the owner and owner's lot are subject.

DUES POLICY: Dues are payable in advance of or on the first of each month and are delinquent if payment is not received by the fifth (5th) of the month. Dues not received by the fifth (5th) of the month shall incur a late charge of \$20.00. A late charge will be assessed each month the dues are unpaid or if a balance remains unpaid on that unit's account. The association has the right to file a lawsuit to recover the delinquent dues, late charges, and attorney's fees as provided in the Declaration.

ENFORCEMENT: If any action is brought in a court of law or put into arbitration as the enforcement interpretation or construction of these Rules and Regulations, the prevailing party in such action shall be entitled to reasonable attorney's fees as well as all costs incurred in the prosecution or defense of such action.

All complaints pertaining to infraction of the Rules and Regulations of Yorkshire Downs must be done in writing, addressed to the Board of Directors, c/o Community Group, 11818 Rock

Landing Drive, Suite 204, Newport News, Virginia 23606. The complaint must include the following:

- (a) Name and identity of individual committing the infraction;
- (b) The identification of the specific Rule or Regulation violated;
- (c) The date, time and place of the infraction;
- (d) The name, address, and telephone number of the person making the complaint, and the complaining individual's relationship to the community

EXTERIOR ALTERATIONS/MODIFICATIONS: No exterior alteration or modification shall be commenced, altered, moved, removed, installed or maintained within Yorkshire Downs until the plans and specifications showing the nature, kind, shape, height, materials, locations and approximate cost of the same shall have been submitted to and approved in writing by the Architectural Review Committee.

Any modification or alteration without the written approval of the Architectural Review Committee shall be deemed to be a violation of these rules.

NOISE POLICY: There shall be no loud noises or playing of musical instruments, radios, stereos, televisions, etc. in such a manner as to disturb other residents. Volumes shall be appropriate between the hours of 11:00 p.m. to 8:00 a.m.

OUTSIDE PLANTING: Each Unit will be allowed to personalize their front flower bed on the building side of the sidewalk and directly in front of their Units. Under no circumstances will individuals be allowed to plant anything in any other area.

Vegetable Plants will not be allowed outside the patio areas.

Any planting will be done at your own risk. If it is determined by the Committee or the landscaper that the bed is not being maintained, the plantings may be removed or treated for insects and weeds.

Only annual and perennial flowers will be permitted.

A list of existing planted shrubbery must be sent to the Management Company. The list will be maintained in the office to identify currently existing shrubs or trees. The submission of the list does not ensure that these plants will be allowed to remain. If the Board determines it is in the best interest of the community for the plants to be removed, they will be removed.

PATIOS: Permitted items on patios include outdoor furniture and potted plants. Operable bicycles may be kept on patios, they may not be hung from the walls or ceiling.

PETS: Dogs, cats, birds, and fish are standard pets. Owners are restricted to two 4-legged pets. Pet Registration Form must be completed and submitted to the Management Company. All pets must be licensed as required by York County.

Pet owners must immediately remove any waste left by their pet(s). Pet owners shall maintain strict control over their pets at all times. Pets may not be left unattended on patios or in any common area at any time. Pets must be carried or walked on a leash at all times.

No pet(s) shall be tied or chained to any tree, deck or other structure. No pet(s) may be staked or chained on common area ground.

Pet owners shall prevent pets from barking, and/or making loud, disturbing noises or behavior annoying to residents at all times.

Owners will be charged for all damages, including cleanup of waste, caused by their pet(s) or by pets belonging to their tenants or guests. This includes, but is not limited to, the cost of reseeding or replacing sod if a pet damages the grass by repeated urination in one area. Dog owners are encouraged to add supplements to their dog's diet to minimize the damage to lawns caused by urine.

No livestock, poultry or animals other than domesticated household pets may be kept.

PROHIBITED ACTS: Owners, renters and guests shall not use the premises for any act prohibited by these Rules and Regulations, Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation or Bylaws of the Association, or City, State and Federal Statutes.

Any immoral, improper, offensive or unlawful act may be reported to the appropriate governmental authorities and will be deemed an infraction of these Rules.

No owner shall set off fireworks on the property at any time, nor shall any owner or resident permit any guest or invitee to set off fireworks on the property at any time.

No flammable, combustible or explosive fluids, chemicals or substances shall be kept within the Community except those required for normal household use.

No skateboarding on sidewalks, parking area, or any other common area.

SIGNS: Except as otherwise provided in these Rules and Regulations, no signs or advertising devices of any kind shall be erected or maintained on any part of Yorkshire Downs.

TENANTS: Owners who elect to rent their condominiums shall (a) attach a copy of the current Rules and Regulations to each rental/lease agreement, (b) include a provision in the lease requiring the tenants to abide by the Rules and Regulations and the provisions of the Declaration, and (c) secure the tenant's written acknowledgement that the tenant has received and read the Rules and Regulations, and has had an opportunity to review the Declaration. Owners shall provide the Association with a copy of the rental agreement/lease and a copy of the tenants written acknowledgement that he or she has received and read the Rules and Regulations and the Declaration within ten (10) days of the tenant's taking possession of the condominium, and

within ten (10) days of notification by the Association of amendments to these Rules and Regulations, and/or the Declaration.

Any non-Owner residing in any Unit shall be subjected to these Rules and Regulations in the same manner as would an Owner. Any charges or Individual Assessments incurred by non-Owner residents shall be the liability of the Owner of the Unit, and shall be assessed in accordance with the procedures specified in the Declaration and Bylaws.

There shall be no more people residing in the Unit than are allowed by the zoning ordinances of York County.

Leasing of a Unit for business purposes is not permitted.

TRASH AND RECYCLING: Trash shall be picked up on Tuesdays and Fridays and recyclables shall be picked up on Mondays. Trash and recyclables may be placed outside the evening before pick-up, and empty cans/recycling containers must be put away no later than 7:00 p.m. on the day of pick-up.

Trash must be kept in covered totes provided by the waste removal company. Recyclables should be kept in the plastic containers provided by the recycling company. To protect against scattering on windy days, papers and other recycling materials must be either weighted down or sealed in plastic bags.

VEHICLE PARKING: Vehicles shall be parked only in assigned parking spaces or visitor parking spaces. Any parking space identified with a number is assigned to a specific condominium unit and is not available for parking by any other resident. Open parking is available to residents or visitors in any space not designated with an assigned number.

No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance or exit of a building. Any offending vehicle is subject to immediate towing.

Speed limit signs, stop signs, yield signs and no parking signs may be erected at the Board's discretion with authorization of the appropriate governmental agency.

No abandoned, unlicensed or inoperable vehicle shall be stored or parked within the Condominium Community. All vehicles must have current tags and registration. Vehicles in violation are subject to be towed, at the owner's expense. If the identity of the owner is not known, the vehicle will be towed seventy-two (72) hours after the vehicle is tagged, at the owner's expense.

When vehicles are moved temporarily, and then returned to violation status, the original violation notice is deemed still in force.

WINDOWS: If an owner wants to replace windows, approval must be received prior to replacing the windows. Complete the "ARC" form, available from the Management Company. Forward the completed form and all required information to the Management Company.

In order to create continuity, Owners may not use bed sheets, blankets, or any obtrusive color window treatments.

Screens, mini-blinds, and vertical blinds need to be replaced if damaged or missing. Only white or off-white window treatments should be viewed from the outside exterior.

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DECLARATION
OF
YORKSHIRE DOWNS CONDOMINIUM

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YORKSHIRE DOWNS CONDOMINIUM

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DECLARATION

YORKSHIRE DOWNS CONDOMINIUM

THIS DECLARATION, made this 1st day of March, 1988, by LANDS END ASSOCIATES, L.P., a Virginia Limited Partnership, hereinafter called the "Declarant", as developer and sole owner in fee simple absolute of the real property described herein, (hereinafter referred to as the "Property").

WITNESSETH: That Lands End Associates, L.P. hereby declares as follows:

ARTICLE ONE

CREATION AND ESTABLISHMENT OF THE CONDOMINIUM

Section One. Generally. This Declaration and the accompanying Articles of Incorporation, Bylaws, and plats and plans attached hereto, all such instruments hereinafter referred to by the collective term "Condominium Instruments," records the property of a condominium, and through recordation hereof the Declarant, undertaking to develop a residential real estate condominium project to be known as Yorkshire Downs Condominium (hereinafter referred to as the "Condominium"), located in the County of York, Virginia, hereby expressly declares its desire to submit, and does hereby submit, the Property to the regime established by the Condominium Act, Title 55, Chapter 4.2, §§ 55-79.39 through 55-79.103 of the Code of Virginia of 1950, as amended, (hereinafter referred to as the "Condominium Act") and does hereby create and establish a condominium form of ownership for the Property and does constitute the Property into a condominium to be known as Yorkshire Downs Condominium, the particulars of which are set forth hereinafter. These Condominium Instruments shall be complementary and shall be construed together and shall be deemed to incorporate one another to the extent that any requirement of the Condominium Act as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any one or more of the other. Any amendment or certification of any Condominium Instrument shall, from the time of the recordation of such amendment or certification, be deemed an integral part of the affected Condominium Instrument, so long as such amendment or certification was made in accordance with the provisions of the Declaration and the Condominium Act.

This Declaration is recorded also for the purpose of complying with the provisions of §§ 55-79.39 et seq. of the Condominium Act and hereafter provision shall be made for the recordation of the individual Condominium Units (hereinafter referred to as "Units") on subsequent resales, mortgages and other encumbrances, as is done with all other real estate recordation, and each Unit shall constitute a separate parcel of real property, distinct from all other Units.

ARTICLE TWO

DEFINITIONS

Section One. Generally. Except to the extent otherwise provided by the Condominium Instruments, the terms defined in § 55-79.41 of the Condominium Act shall be deemed to have the meanings therein specified and ascribed to them wherever they appear in the Condominium Instruments, unless the context clearly indicates a different meaning.

ARTICLE THREE

DESCRIPTION OF PROPERTY

Section One. Submitted Property. The Property submitted by this Declaration to the Condominium Act is described on Exhibit A attached hereto.

ARTICLE FOUR

UNIT BOUNDARIES AND COMMON ELEMENTS

Section One. Units. The Condominium consists of "townhouse" type Units as shown on the plats and plans attached hereto. The Declarant has expressly reserved the right to expand the Condominium onto the additional land hereby established and create more Units thereon as more fully described in Article Five herein.

Section Two. Unit Boundaries: The boundaries of each Unit are as follows:

A. Upper and Lower Boundaries. Extending to the intersection with the vertical boundaries, the lower boundary shall be the horizontal plane of the top surface of the concrete floor slab and the upper boundary shall be the horizontal plane of the unfinished interior surface of the truss joists.

B. Vertical Boundaries. The vertical boundaries of the Unit shall be the plane of the unfinished interior surface of the studs of the exterior walls and the plane of the unfinished interior surface of the studs of the walls which separate one Unit from another.

Section Three. Miscellaneous Unit Designations.

A. To the extent that walls, floors and/or ceilings are designated as the boundaries of the Units or of any specified Units, all lath, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof, shall be deemed a part of such Units, while all other portions of such walls, floors and/or ceilings shall be deemed a part of the Common Elements.

B. If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

C. Subject to the provisions of subsection B herEOF, all space, interior partitions and other fixtures and improvements within the boundaries of a Unit shall be deemed a part of that Unit.

D. Notwithstanding any of the provisions of this Article Four to the contrary, the air conditioning, refrigerating, heating and electrical lines within the Unit, and the heating/air conditioning unit (heat pump), fan units and other apparatus in connection therewith, and all windows and doors which serve an individual Unit (wherever located), shall be owned by the Unit Owner as a part of the Unit and are not part of the Common Elements.

E. The term "Unit" shall include the undivided interest of the Unit Owner in the Common Elements.

Section Four. Limited Common Elements. Each Unit is hereby assigned, as a Limited Common Element for each such respective Unit, that certain storage shed, and patio and patio fencing, if any, adjacent to and contiguous with each such respective Unit. Parking spaces are specifically not Limited Common Elements; provided, however, that the Board of Directors of the Association shall have the power, as provided by the Bylaws, to assign parking spaces to Units by making a rule and regulation to that effect.

Section Five. Assignment of Limited Common Elements. A Limited Common Element may be reassigned only in accordance with § 55-79.57 of the Condominium Act.

Section Six. Allocation of Common Element Interest. Each Unit in the Condominium is allocated an equal undivided interest in the Common Elements, which interest is appurtenant to the Unit. This equal undivided interest for each Unit is defined as a fraction, the numerator of which is the number one (1), and the denominator of which is the total number of Units in the Condominium. The Common Element interest of each Unit in the Condominium may be changed from time to time if the Condominium is expanded to include other Units; provided, however, that the formula for determining the amount of the equal undivided interest in the Common Elements shall remain as hereinabove stated.

Section Seven. Ownership of Common Elements. All Common Elements in the Condominium shall be owned by the Unit Owners as an undivided interest appurtenant to the Unit owned by each Unit Owner. This appurtenant interest shall not be separated from the Unit, and shall be deemed to be conveyed with

each Unit even though such interest is not expressly mentioned or described in the conveying instrument or deed. Any profits derived from any of the Common Elements shall be owned by each Unit Owner in the same percentage or fraction as his ownership in the Common Elements.

ARTICLE FIVE

EXPANSION OF THE CONDOMINIUM

Section One. Reservation of Right to Expand. The Declarant expressly reserves the option to expand the Condominium in accordance with the provisions of this Article and pursuant to § 59-79.63 of the Condominium Act.

Section Two. Limitations on Option to Expand. Except as expressly stated in this Article Five, there shall be no limitations on the option of the Declarant to expand as set forth herein. The Declarant shall not be required to obtain the consent of any Unit Owner in order to exercise said option to expand the Condominium.

Section Three. Time Limitation on Expansion. The option of the Declarant to expand the Condominium as set forth in this Article Five shall terminate seven (7) years after the date of recordation of this Declaration, or at such other time as all additional land described herein is added to the Condominium by amendment of this Declaration, or at such time as the Declarant terminates said option by amendment of this Declaration, whichever shall first occur; provided, however, such time limit as set forth herein may be extended by an amendment to the Declaration in accordance with § 55-79.63 of the Condominium Act.

Section Four. Description of Optional Additional Land. The additional land, as hereinafter referred to in this Declaration, which may be added to the Condominium at the option of the Declarant is described on Exhibit B attached hereto.

Section Five. Improvements and Expansion Area. The Declarant makes no assurances with respect to the location of improvements that may be made on the additional land. The maximum number of Units which may be created upon such additional land shall not exceed two hundred ninety-two (292) Units, and any such Units created upon the additional land shall be restricted exclusively for residential use, except that the Declarant reserves the right and easement to maintain within the additional land offices and models pursuant to the terms and conditions of this Declaration. The Declarant covenants that any structures erected upon the additional land shall be compatible with structures on the land submitted herein in terms of the principal materials to be used and the architectural style, and shall be consistent with structures on the land submitted herein in terms of quality of construction. The Declarant reserves the right to change the interior and exterior design. Except as stated herein, the Declarant makes no assurances as to the number of Units to be so constructed, or the size, location or configuration of the same, and further, makes no assurance that any improvements will be made to the additional land, nor that any improvements, if made, will be identical to improvements made to

the Property submitted herein. It is noted that the additional land is adjacent to and contiguous with the Property.

Section Six. Declarant's Reservations of Rights. The Declarant reserves the right to establish Unit boundaries; create, identify and establish Common Element interests; create, identify, establish and assign Limited Common Elements; and/or designate Common Elements which may be subsequently assigned as Limited Common Elements, all with respect to any Units and improvements created upon the additional land described herein.

Section Seven. Declarant Not Obligated to Expand. Nothing herein contained shall be construed to impose upon the Declarant, its successors or assigns, any obligation to construct Condominium Units, develop or otherwise perform any acts with respect to the additional land described herein, or to submit all or any portion thereof to the Condominium.

Section Eight. No Limitations on Area of Expansion. If this Condominium is expanded under the provisions of this Article Five, Declarant is not obligated to submit the additional land in its entirety nor is Declarant obligated to submit any given portion of the additional land before the submission of any other portion therein. The Unit density on any given portion of additional land added to the Condominium shall not exceed forty (40) Units per acre. Further, different portions of the additional land can be added at different times within the time limits established for adding additional land to the Condominium as explained in Section Three of this Article.

ARTICLE SIX

EASEMENTS

Section One. Perpetual Non-Exclusive Easement. The Common Elements are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the Unit Owners in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, including the providing of services for the benefit of all Units.

Section Two. Easement to Facilitate Sales. The Declarant hereby reserves the right and easement, pursuant to § 55-79.66 of the Condominium Act, to maintain, anywhere within the Condominium, management offices, sales offices, settlement offices, rental offices and model Units in, and to relocate the same among, any of the Units now or hereafter owned by the Declarant. It is hereby specified that any one or more of the Units may be used for the purposes enumerated in this paragraph, and the Declarant may relocate to other Units within the Condominium in order to carry out any of those functions. Each space used for any purpose provided for in this Section shall be deemed to be a Unit and, as such, shall not become a Common Element. The Declarant also reserves the right and easement throughout the Common Elements to place and relocate or remove signs and other devices advertising the Condominium.

Section Three. Utility Easements. Utility easements are reserved, and granted, through the Property as may be required for construction and maintenance of utility services in order to adequately serve the Condominium.

Section Four. Easement for Support. Each Unit and Common Element has an easement for support from every other Unit and Common element, including, but not limited to, both horizontal and vertical support.

Section Five. Ingress and Egress Easements. Each Unit shall have appurtenant thereto nonexclusive easements in the Common Elements designed for ingress to, egress from, utility services for, and landscaping, support, maintenance, repair and construction of all Units in Common Elements.

Section Six. Easement to Facilitate Expansion. The Declarant shall have a transferable easement over and upon the Common Elements for the purpose of making improvements to the submitted land and any additional land pursuant to the provisions of this Declaration and for the purpose of doing all things reasonably necessary and proper in connection therewith.

Section Seven. Easements for Encroachments. If any portion of the Common Elements encroaches upon any Unit or Limited Common Element or if any Unit encroaches upon any portion of the Common Elements or another Unit as the same are defined and described herein, an easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. In the event any Unit or building containing individual Units in the Condominium shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the Common Elements due to reconstruction shall be permitted, and easements for such encroachments and maintenance thereof shall and do exist.

Section Eight. Easement for Association. Yorkshire Downs Condominium Owner's Association, Inc. (hereinafter the "Association") shall have the right, which right shall be exercised by its Board of Directors and its agents, to enter any Unit or Limited Common Element from time to time during reasonable hours as may be necessary for the operation of the Condominium and the prevention of damage to any Unit or Common Element. Further, the Association shall have the right to enter any Unit at any hour in the event of an emergency only.

Section Nine. Public Access Easement. Declarant hereby reserves to itself, its successors or assigns, a non-exclusive easement of ingress and egress over, across and upon the private roadways located within the Condominium to provide access to the Additional Land or any portions thereof as defined in Article Five, Section Four, as required for any future development of any kind thereon undertaken by the Declarant or its assigns.

Section Ten. Easements May Be Granted by the Association. Declarant and, subject to any restrictions and limitations specified herein, the Board of Directors of the Association, shall have the irrevocable power as attorney-in-fact on behalf of all the Unit Owners and their successors in title, to grant easements through the Common Elements and accept easements benefiting the Condominium or a portion thereof. These may be granted or accepted in accordance with § 55-79.80 of the Condominium Act.

Section Eleven. Use. The use of any easement by a Unit Owner shall be subject to all of the provisions of this Declaration, as the same may exist from time to time.

ARTICLE SEVEN

ADMINISTRATION OF THE CONDOMINIUM

Section One. General. The administration of the Condominium, the maintenance, repair, replacement and operation and general management of the Common Elements, and those acts required of the Association by the Condominium Act and by this Declaration shall be vested in and be the responsibility of the Association. Such administration shall be pursuant to the Condominium Act, this Declaration, the Articles of Incorporation attached hereto as Exhibit C and the Bylaws of the Association attached hereto as Exhibit D.

Section Two. Declarant Control of the Association. The Declarant hereby reserves unto itself or a managing agent or some other person or persons selected by the Declarant, the right to appoint and remove all of the officers of the Association and/or members of the Board of Directors thereof and to exercise the powers and responsibilities otherwise assigned by the Condominium Instruments and/or the Condominium Act to the Association, the officers or executive organ thereof, for a period of five (5) years from the date of settlement of the first Unit sold, or until Declarant has conveyed Units to which three-fourths (3/4) of the undivided interests in the Common Elements appertain, or at such time as the Declarant, by written notice recorded in the York County Circuit Court Clerk's Office, relinquishes said control, whichever occurs first. For the purposes of the preceding sentence, the calculation of the fraction of the undivided interest shall be based upon the total undivided interests assigned or to be assigned to all Units registered with the Virginia Real Estate Board pursuant to § 55-79.92(b) of the Condominium Act, after the additions of all Additional Land.

ARTICLE EIGHT

USE AND OCCUPANCY: RESTRICTIONS

Section One. General Restrictions. In order to preserve the quality and integrity of the Condominium, the following protective covenants are established for the mutual benefit of all Unit Owners:

A. No Unit Owner shall occupy or use his Unit, or permit the same or any part thereof to be occupied or used, for any purpose other than as a private, single-family residence for the Unit Owner's immediate family, lessees, servants or guests.

B. No Unit Owner shall do or keep or permit anything to be done or kept, in any Unit or in the Common elements, which will increase the rate of insurance on the Condominium, result in cancellation of insurance on any Unit or on any part of the Condominium, or be in violation of any law without the prior consent of the Association.

C. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior consent of the Association, except as provided in paragraph H below.

D. No nuisances shall be allowed in or upon any Unit or the Common Elements, nor shall any use or practice be allowed which interferes with the peaceful occupancy and use of any Unit or the Common Elements by the Unit Owners.

E. No immoral, improper, offensive or unlawful use shall be made of any Unit or any part of the Common Elements.

F. Except as provided in paragraph H below, Units may be rented by the Unit Owner only if the Unit is occupied by the lessee and his immediate family, servants and guests, and only if the minimum term of any such rental and occupancy shall be one (1) month.

G. Reasonable rules and regulations concerning the use of the Common Elements and conduct of the Unit Owners, their families, guests, tenants, agents and invitees within the Condominium may be made, amended and revoked from time to time by the Board of Directors of the Association. Copies of rules and regulations and all amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

H. No Unit Owners nor the Association shall interfere in any way with the completion of the contemplated improvements and the sale of the Units by the Declarant. The Declarant may make such use of the unsold Units as may in its judgment facilitate such completion and sale to the extent otherwise set forth in this Declaration and as permitted by the Condominium Act. The Declarant may display such signs as it deems necessary and appropriate in its sales efforts, except as otherwise limited by this Declaration or the Condominium Act. The Declarant shall have the right to lease any unsold Units upon any terms it desires, notwithstanding the provisions of paragraph F above.

I. Except for the right of ingress and egress, the Unit Owner shall use the Common Elements (except the Limited Common Elements which are assigned to them) only as may be allowed by the Association or expressly provided for herein.

J. There shall be no obstruction of the Common Elements. Nothing shall be stored on the Common Elements without the prior consent of the Association.

K. All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere upon the Common Elements.

L. Except in the recreational areas designated as such by the Board of Directors, no playing or lounging shall be permitted, nor shall baby carriages, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be left unattended in public areas of any building or

passageways, parking areas, sidewalks, lawns or elsewhere on the Common Elements.

M. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or Common Elements appurtenant thereto, whether through or upon windows, doors, terraces or balconies of such Unit. The prohibition herein includes without limitation laundry, clothing, towels, rugs, signs, awnings, canopies, shutters, radio or television antennas or any other items. Under no circumstances shall any airconditioning apparatus, television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of his Unit. No clothes lines, clothes rack or any other device may be used to hang any items on any window, terrace or balcony nor may such devices be used anywhere on the Common Elements except in such areas as may be specifically designated for such use by the Board of Directors. Terraces and balconies shall not be used as storage areas. No terrace or balcony shall be enclosed or covered by a Unit Owner. Further, no open fires of any kind shall be permitted on any balcony or terrace.

N. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.

O. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium Property, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

P. No trucks, campers, vans, mobile homes, trailers, boat trailers, or recreational vehicles of any kind shall be allowed to be parked in any parking area or upon any other portion of the Common Elements, unless and until such time as the Association may designate specific parking areas for such vehicles. Further, washing automobiles or performing any form of automobile maintenance upon the Common Elements shall be prohibited.

Q. The maintenance, keeping, boarding and/or raising of pets shall be regulated by rules adopted from time to time by the Board of Directors of the Association.

Section Two. Right of Access. Pursuant to Section 55-79.79(a) of the Condominium Act, there is hereby reserved a right of access through each Unit for the benefit of the Board of Directors, the Managing Agent, any person(s) authorized by the Board or the Managing Agent, and any group of the foregoing, for the purpose of enabling the exercise and discharge of their and the Association's powers and duties, including (without limitation) making inspections,

correcting any condition originating in a Unit and threatening another Unit or the Common Elements, upkeep of the Common Elements within a Unit or elsewhere in the Condominium, and correcting any condition which violates any provision of the Condominium Instruments, the Rules and Regulations, or any mortgage. Requests for entry shall be made in advance, and any such entry shall be made at a time reasonably convenient to the Unit Owner. In a case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not, and no notice or permission shall be necessary.

Section Three. Disclaimer of Bailee Liability. Neither the Association, the Board of Directors, any other Officer(s), the Managing Agent, nor any Unit Owner(s) shall be considered as a bailee of any personal property placed anywhere within the Condominium and shall not be responsible for the security of such personal property or for any loss thereof or damage thereto from any cause, whether or not attributable to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE NINE

CONDEMNATION

Section One. Condemnation Allocation Governed by the Condominium Act. In all matters of condemnation or taking by eminent domain of all or a portion of the Common Elements, and condemnation or taking by eminent domain of one or more of the Units, or portions of any Unit or Units, the method of taking and the method of distributing awards shall be determined by § 55-79.44 of the Condominium Act.

ARTICLE TEN

AMENDMENT OF DECLARATION

Section One. General Provisions. Except as otherwise provided herein, the provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by the Unit Owners of record of sixty-six and two-thirds percent (66-2/3%) or more of the Common Elements, which amendment shall be effective upon recordation thereof in the Clerk's Office of the Circuit Court for the County of York, Virginia. No amendment shall have the effect of altering the title and interest of each Unit Owner in the Common Elements without the consent of all the Unit Owners and Mortgagees affected except as otherwise set forth herein.

Section Two. Rights of Declarant May Not Be Eliminated by Amendment. The rights of the Declarant as set forth herein, and as granted by the Condominium Act, may not be changed or altered unless the Declarant is a party to the written instruments described in Section One of this Article; provided that if the Declarant is a party to the aforesaid writing, the Declarant's interest in the Common Elements may be included in the computation to determine whether or not the instrument contains the acknowledged signatures by the Unit Owners of record of sixty-six and two-thirds percent (66-2/3%) or more of the Common Elements; provided, however, that no amendment shall be made to any

Condominium Instrument during the period of Declarant control without the written consent of the Declarant. No amendment to the Condominium Instruments shall diminish or impair the rights of the Mortgagees under the Condominium Instruments without the written consent of all Mortgagees.

ARTICLE ELEVEN

TERMINATION OF CONDOMINIUM

Section One. Termination Before Conveyance of a Unit. If there is no Unit Owner other than the Declarant, the Declarant may unilaterally terminate the Condominium, and any such termination shall become effective upon the recordation thereof of such termination document in the Clerk's Office of the Circuit Court for the County of York, Virginia, if the same has been executed by the Declarant. This paragraph shall not be construed to nullify, limit or otherwise affect the validity or enforceability of any agreement renouncing or to renounce, in whole or in part, the right hereby conferred.

Section Two. Termination After Conveyance of any Unit.

A. If there is any Unit Owner other than the Declarant, then the Condominium shall be terminated only by the agreement of Unit Owners of Units to which four-fifths (4/5) of the votes in the Association appertain, and with the consent of all Mortgagees holding mortgages or deeds of trust encumbering any of the Units in the Condominium.

B. Agreement of the required majority of Unit Owners and all Mortgagees to termination of the Condominium shall be evidenced by their execution of the termination agreement and the same shall become effective only when such agreement is so evidenced of record. For the purposes of this paragraph, an instrument terminating a Condominium shall be deemed a Condominium Instrument subject to the provisions of § 55-79.49 of the Condominium Act.

C. Upon recordation of an instrument terminating a Condominium, all of the Property constituting the same shall be owned by the Unit Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately prior to such recordation. But as long as such tenancy in common exists, each Unit Owner or the heirs, successors, or assigns thereof shall have an exclusive right of occupancy of that portion of said Property which formerly constituted his Unit.

D. Upon recordation of an instrument terminating a Condominium, any rights the Unit Owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately prior to such recordation, except that common profits shall be distributed in accordance with the provisions of § 55-79.82 of the Condominium Act.

ARTICLE TWELVE

MISCELLANEOUS PROVISIONS

Section One. Rights Not Provided For. The rights and obligations of any Unit Owner not otherwise herein or in the Articles of Incorporation or the Bylaws specifically provided for, shall be determined pursuant to the provisions of the Condominium Act, as amended and enforced on the date of the recordation of this Declaration.

Section Two. Covenants Running With The Land. All provisions of this Declaration shall be construed to be covenants running with the Condominium, and with every part thereof and interest therein including, but not limited to, every Unit and the appurtenances thereto; and every Unit Owner and claimant of the Condominium or any part thereof or interest therein, and his heirs, personal representatives, successors and assigns, shall be bound by all of the provisions of this Declaration.

Section Three. Enforcement. The Association, or any Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Unit Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section Four. Rights of Mortgagees. Notwithstanding any other provisions contained herein to the contrary, bona fide Mortgagees shall be entitled to the following rights, provided that such Mortgagees shall have notified the Association of the fact that they are Mortgagees:

A. A Mortgagee is entitled to written notification from the Association of any default by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under the Condominium documents which is not cured within ninety (90) days.

B. Unless at least 75% of the first Mortgagees (based upon one vote for each first mortgage owned) of Units have given their prior written approval, the Association shall not be entitled to:

1. By act or omission, seek to abandon or terminate the Condominium;

2. Except as otherwise provided in this Declaration, change the pro rata interest or obligations of any Unit for (a) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and/or (b) determining the pro rata share of ownership of each Unit in appurtenant real estate and in any Common Elements; or

3. Except as otherwise provided for in this Declaration, by act or omission, seek to abandon, partition, sub-divide, encumber, sell or

transfer the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause.

C. Mortgagees shall have the right to examine the books and records of the Association or the Condominium during reasonable business hours.

D. The Association upon request shall give all Mortgagees notice in writing of any loss to, or taking of, the Common Elements of the Condominium if such loss or taking exceeds TEN THOUSAND DOLLARS (\$10,000.00). In addition, the Association upon request shall give all Mortgagees of a Unit notice in writing if any loss to, or taking of, such Unit exceeds ONE THOUSAND DOLLARS (\$1,000.00).

Section Five. Severability. The provisions hereof shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or any portion thereof shall not affect the validity or enforceability of any other provision hereof.

Section Six. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section Seven. Form of Ownership. Each Unit, together with the Common Elements appurtenant thereto, shall for all purposes constitute a separate parcel of real estate which, subject to the terms of this Declaration, and the terms of the Condominium Act, may be owned in fee simple.

Section Eight. Headings. All headings in this document are inserted solely for convenience of reference, and none of them constitutes a part of this document or affects its meaning, construction or effect.

Section Nine. Effective Date. This Declaration shall take effect upon recordation.

Section Ten. Provisions of Declaration for Benefit of Unit Owner and Mortgagees. The provisions of the Declaration, and all exhibits thereto, requiring the Association to maintain Common Elements or portions of the Units, collect assessments, maintain insurance, and make any repairs, and all restrictions of the Declaration and exhibits thereto, are intended to be for the benefit of and may be enforced by either a Unit Owner or any Mortgagee.

Section Eleven. Leases Must Contain Covenant to Abide. If a Unit Owner should lease a Unit or Units, the lease must be in writing and contain a covenant on the part of the lessees to abide by all provisions of this Declaration and its exhibits and any rules and regulations and any amendments thereto which may subsequently be promulgated by the Association.

Section Twelve. Mortgagees' Rights. No provision in this Declaration is intended to give the Unit Owner or any other party priority over any rights of a first Mortgagee of a Unit relative to the distribution to such Unit Owner of insurance proceeds or condemnation awards; provided, however, that this Section Twelve is intended to be interpreted strictly in accordance with the rules and regulations of the Federal Home Loan Mortgage Corporation and shall not be read or interpreted to give any broader rights to Mortgagees.

Section Thirteen. Declarant's Rights and Obligations. Nothing contained in this Declaration shall be deemed to impose upon the Declarant any obligation of any nature to build, construct, or provide any improvements except to the extent required by the Condominium Act. All rights, powers and privileges created or reserved by the Declaration for the benefit of the Declarant shall inure to any person or persons who hereafter become a Declarant of the Condominium within the meaning of § 55-79.41(k) of the Condominium Act.

Section Fourteen. Compliance with the Condominium Act. Each Condominium Instrument and each amendment thereto is intended to comply with the Condominium Act as of the time of the recordation of such Condominium Instrument, and each amendment thereto shall be construed and interpreted in conformity with the intent expressed in this Section Fourteen. If any part of any Instrument is held to be invalid by a court of competent jurisdiction, then the part thus invalidated shall not in anywise affect the validity of the remainder.

IN WITNESS WHEREOF, Lands End Associates, L.P. has caused its corporate name to be signed thereto by its President, said officer being thereunto duly authorized.

LANDS END ASSOCIATES, L.P.,
a Virginia Limited Partnership

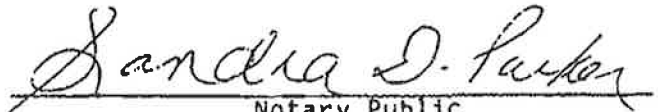
By: PHP ENTERPRISES, INC.,
a Virginia Corporation,
General Partner

By: 
GEORGE R. POWELL, President

STATE OF VIRGINIA
CITY OF NEWPORT NEWS, to wit:

I, Sandra D. Parker, a Notary Public in and for the City and State aforesaid, whose commission expires on the 24th day of May, 19 92, do hereby certify that George R. Powell, as President of PHP Enterprises, Inc., a Virginia Corporation, General Partner of LANDS END ASSOCIATES, L.P., a Virginia Limited Partnership, whose name is signed to the foregoing instrument or writing, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 2nd day of November, 1988.


Notary Public

UPLOADED
5/4/2021