

DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS -
THE ENCLAVE AT PRINCESS ANNE HOMEOWNERS' ASSOCIATION, INC.

MADE BY: ENCLAVE AT PA BC, LLC

DATED: June 4, 2015

DRAFTED BY: JOHN M. NAPIER, ESQ., PLLC
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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS -**

THE ENCLAVE AT PRINCESS ANNE HOMEOWNERS' ASSOCIATION, INC.

THIS DECLARATION, made this 4th day of June, 2015, by ENCLAVE AT PA BC, LLC, a Virginia limited liability company, having an office at 4104 Holly Road, Virginia Beach, VA 23451, being referred to hereinafter as the "Developer" and/or "Declarant".

WITNESSETH:

WHEREAS, the Developer is the Owner of the real property described in Article II of this Declaration which the Developer desires to develop into a residential community known or to be known as "The Enclave at Princess Anne" (the "Community") with open spaces and other common facilities for the benefit of said community; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS, the Developer desires that such real property be subdivided into lots upon which are or will be constructed residential dwelling units, which lots and units will be individually owned and the Developer desires that such open spaces and other common facilities shall remain available for the benefit of all members of the community; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community property and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, The Developer has incorporated The Enclave at Princess Anne Homeowners' Association, Inc., under the Not-for-Profit Corporation Law of the Commonwealth for the purpose of exercising the aforesaid functions.

NOW THEREFORE, the Developer, for itself, its successors and assigns, declares that the real property described in Section 2.01 hereof and such additional property described in Section 2.02 hereof, as may be brought under the scope of this Declaration from time to time, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants, conditions and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following words, phrases or terms when used in this Declaration or in any instrument supplemental to this Declaration shall, unless the context otherwise prohibits, have the following meanings:

1.01.1."Association" shall mean and refer to The Enclave at Princess Anne Homeowners' Association, Inc.

1.01.2."Association Property" shall mean and refer to all land, improvements and other properties heretofore or hereafter owned by or in possession of the Association.

1.01.3."Declaration" shall mean and refer to this document of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens - the as it may from time to time be supplemented, extended, or amended in the manner provided for herein.

1.01.4."Lot" shall mean and refer to any portion of the Property (with the exception of Association Property as heretofore defined) under the scope of this Declaration and (i) identified as a separate parcel on the tax records of the City of Virginia Beach, Virginia or (ii) shown as a separate Lot upon any recorded or filed subdivision map.

1.01.5."Developer" shall mean and refer to ENCLAVE AT PA BC, LLC, its successors and assigns.

1.01.6."Member" shall mean and refer to each holder of a membership interest in the Association, as such interests are set forth in Article III of this Declaration.

1.01.7."Owner(s)" shall mean and refer to the record Owner, whether one or more persons or entities, of equitable or beneficial title (or legal title is same has merged) of any Lot. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise herein, "Owner" shall not include one who has merely contracted to purchase any property or a lessee or tenant, of any apartment, Association, or Single family residence. The term "Owner" shall not include a developer, who for this declaration shall be defined as a builder, contractor, investor, or other person or entity who purchases a Lot in for the purpose of resale thereof to a Public Purchaser, or for the purpose of constructing improvements thereon for resale to a Public Purchaser. For the purpose of the enforcement of the rules and regulations of the Association including but not limited to this Declaration and the Bylaws, "Owner" shall also include the family, invitees, licensees, and lessees of any Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Lot.

1.01.8."Property" shall mean and refer to all properties as are subject to this Declaration.

1.01.9. "Unit" shall mean and refer to each completed dwelling (as evidenced by issuance of a Certificate of Occupancy issued by the City of Virginia Beach, VA) including garage, situated upon the Property or any dwelling unit on the Property which has been occupied as a residence.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

Section 2.01. Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Virginia Beach, and State of Virginia, all of which property shall be hereinafter referred to as "Property". The real property initially subject to this Declaration is known as and is described in Schedule A attached hereto.

Section 2.02. Additional Property. Other lands ("Additional Property") in addition to the lands described in Schedule A, if any, may become subject to this Declaration in the following manner:

2.02.1. Declarant reserves the right for a period of ten (10) years to amend this declaration to add additional land, which amendment(s) shall not require or be subject to the consent of any other Owner or Member.

Such additional lands shall be added to this Declaration by the recording of a supplemental extending declaration which shall extend the scope of the covenants and restrictions of this Declaration to such additional lands and thereby subject to such additional lands and the owners of such lands to assessments for their fair share of the expenses of the Association. The supplemental extending declaration may also contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the provisions of this Declaration.

Any buildings or other improvements on such lands to be constructed on such lands must be harmonious in style to those improvements on lands initially covered by this Declaration.

Section 2.02. Mergers. Upon a merger or consolidation of this Association with another association as provided in its Certificate of Incorporation or By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of this Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants, conditions and restrictions established upon any other properties. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Property except as hereinafter provided.

ARTICLE III

THE ASSOCIATION STRUCTURE, MEMBERSHIP, VOTING RIGHTS AND DIRECTORS

Section 3.01. Formation of the Association. Pursuant to the Not-For-Profit Corporation Law of the Commonwealth of Virginia, The Enclave at Princess Anne Homeowners' Association, Inc. (the "Association") was formed to own, operate, and maintain the Association Property, enforce the covenants, conditions and restrictions set forth in this Declaration and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Certificate of Incorporation and By-Laws of the Association, as the same may be amended from time to time. Subject to the additional limitations provided in this Declaration and the Certificate of Incorporation, the Association shall have all the powers and be subject to the limitations of a not-for-profit corporation as contained in the State Not-for-Profit Corporation Law as the same may be amended from time to time.

Section 3.02. Membership. The Association shall have as members only Owners and the Developer. All Owners shall, upon becoming such, be deemed automatically to have become members and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from the ownership of any of the interests described in the definitions of the words "Owner" and "Developer" as found in Article I of this Declaration.

3.02.1. The Association shall have three (3) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and builders, who shall be entitled to one vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. When more than one person holds an interest in any Lot, and such persons be unable to agree on how their vote is to be cast, then such vote shall not be counted.

Class B. Class B member(s) shall be any person holding title to a lot for the purpose of constructing a dwelling unit on the lot for sale. Class B member(s), Builders, shall not have any votes for each platted Lot owned. For the purpose of voting, the votes attached to the lot shall be considered to be Class C and will be retained by the Developer.

Class C. Class C member(s) shall be the Declarant, its successors and assigns, and shall be entitled to three (3) votes for each platted Lot owned or owned by a Class B member. In no event shall The Class C member be entitled to both three votes for a Lot and three votes for living units located on that Lot. The Class C membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs

earlier: (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class C membership, or (b) at the expiration of five (5) years after the date of this Declaration, provided that if a tract Declaration is filed annexing additional land pursuant to this Declaration at any time or times prior to the expiration of said five (5) years (as same may have been extended by the filing of any Tract Declaration), such period shall be extended each time until the expiration of five (5) years from the date of filing of the last such Supplemental Declaration.

Notwithstanding the foregoing, the Class C membership shall permanently terminate after ten (10) years from the date of the recording of this Declaration and shall not thereafter be reactivated.

Upon the conversion of the Class C to Class A membership, no action may be taken by the Association which would serve to impede the installation of Common Area facilities substantially represented in plans of public record particularly as they may have been required and/or approved by public agencies except with the assent of such principal parties including the Declarant, the Federal Housing Administration, the Veterans Administration, and the City of Virginia Beach, VA.

Section 3.03. Voting; Mortgagee's Control of Votes. Each Owner, including the Developer, shall be entitled to vote(s) for each Lot owned in any portion of the Property covered by this Declaration in accordance with Section 3.02 of the declaration. There are 35 lots on the property initially covered by this Declaration. Accordingly, there shall initially be 110 votes in the Association. Notwithstanding anything to the contrary which may be contained in this Declaration, if a mortgage lender whose name appears on the records of the Association (i) holds a mortgage on a Lot which prohibits the mortgagor from voting contrary to the interest of the mortgagee, and (ii) notifies the Association prior to the date or initial date of canvass on the vote to be taken of its position on the matter being voted upon, a vote of the Lot Owner contrary to the position of such mortgage lender shall not be counted in such canvass, except for such actions as contemplated and allowed in Sections 4.03.3. and 4.04.6 of this Declaration.

Section 3.04. Interest in More Than One Lot. If any person or entity owns or holds more than one Lot such Owner shall be entitled to the appropriate number of votes for each Lot.

Section 3.05. Lots Owned or Held by More than One Person or by a Corporation. When any Lot is owned or held by more than one person as tenants by the entirety, in joint or in common ownership or interest, such Owners shall collectively be entitled to only that number of votes prescribed therein for such Lot and if such Owners cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot.

In the case of a corporate Owner, votes may be cast by an appropriate officer of such corporation.

Section 3.06. Holder of Security Interest Not a Member. Any person or entity which holds an interest in a Lot or Unit merely as security for the performance of an obligation shall not be a Member.

Section 3.07. Assigning Right to Vote. The Developer may assign its membership in the

Association to any person, corporation, association, trust or other entity, and such assignee of such membership, may make successive like assignments.

Any other Owner shall be entitled to assign his right to vote, by power of Attorney, by proxy or otherwise, provided that such assignment is made pursuant to the By-Laws of the Association. The By-Laws may require that the assignment specify the meeting or issue to which the assignment applies.

Section 3.08. Meeting and Voting Regulations. The Board of Directors of the Association may make such regulations, consistent with the terms of this Declaration and the Certificate of Incorporation and By-Laws of the Association and the Not-for-Profit Corporation Law of the State of as it may deem advisable for any meeting of its Members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties inspectors of votes, registration of Members for voting purposes, the establishment of representative voting procedures, the establishment of extended canvass periods for voting and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

Section 3.09. Selection of Directors. The nomination and election of Directors and the filling of vacancies on the Board of Directors shall be governed by the By-Laws of the Association.

Section 3.10. Powers and Duties of Directors. The powers and duties of the Board of Directors shall be as set forth in the By-Laws of the Association.

Section 3.11. Indemnification of Officers and Directors. Every director and officer of the Association shall be, and is hereby, indemnified by the Association against all expenses and liabilities, including fees of counsel, reasonably incurred by or imposed upon such director or officer in connection with any proceeding to which such officer or director may be a party, or in which such officer or director may become involved, by reason of being or having been a director or officer of the Association, or, any settlement thereof, whether or not such person is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the board approves such settlement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and shall not be exclusive of, all rights to which each such director or each such officer may otherwise be entitled.

Section 3.12. Developer's Written Consent Necessary for Certain Actions Taken by Board of Directors. Notwithstanding anything to the contrary contained in this Declaration, so long as the Developer or its successor owns or has under construction on lands described in Schedules to this Declaration (whether or not covered by this Declaration) dwelling units equal in number to 25% or more of the number of Lots to which title has been transferred to purchasers for occupancy, but in no event more than three (3) years from the date of recording of the Declaration, the Board of Directors may not, without the Developer's written consent (i) make any addition, alteration, or improvement to Association Property, except for necessary repairs or any repairs required by law; (ii) assess any amount for the creation of, addition to or replacement of all or part of a reserve, contingency or

surplus fund in excess of an amount equal to the proportion of the then existing budget which the amount of reserves in the initial budget of estimated expenses for the relevant phase or phases of the development; (iii) hire any employee in addition to the employees, if any, provided for in the initial budget of the Association, except as may be necessary to maintain the quantity or quality of services or maintenance; (iv) enter into any service or maintenance contract for work not provided for in the initial budget of the Association, except for service or maintenance to facilities not in existence or not owned by the Association at the time of the first conveyance of a Lot; (v) borrow money on behalf of the Association; or (vi) reduce the quantity or quality of services or maintenance of the Property. Until three (3) years from the date of recording of this Declaration, if the Developer owns or has under construction on lands described in Schedule(s) to this Declaration (whether or not such lands are then subject to this Declaration) dwelling units equal in number to 25% or more of the number of Lots to which title has been transferred to purchasers for occupancy, this Section shall not be amended without the written consent of the Developer.

ARTICLE IV

PROPERTY RIGHTS AND EASEMENTS

Section 4.01. Dedication of Association Property. The Developer intends to create on behalf of the Association, a landscape easement and open space on behalf of the Association and for the use and benefit of the Members.

Section 4.02. Right of Ingress and Egress for Landscape Easement. The Association shall have a general easement for ingress and egress across the adjoining lots to give reasonable access to the landscape easement area for the maintenance and upkeep.

Section 4.03. Rights of Association. With respect to the Association Property owned, and in accordance with the Certificate of Incorporation and By-Laws of the Association, the Association shall have the right to:

4.03.1. Promulgate rules and regulations relating to the use, operation and maintenance of the Association Property for the safety and convenience of the users thereof or to enhance the preservation of such facilities or which, in the discretion of the Association, shall serve to promote the best interest of the Members;

4.03.2. Grant easements or rights of way to any public or private utility corporation, governmental agency or political subdivision with or without consideration;

4.03.3. Dedicate, sell, transfer, abandon, partition, or encumber (except for any transfer or encumbrance to a public utility or for other public purposes consistent with the intended use of such land by or for the benefit the Members) all or any part of the land which it owns for such purposes and subject to such conditions as may be agreed to by the Association and the transferee. Such a conveyance shall require the consent of two-thirds (2/3) of all Lot Owners other than the Developer, except as otherwise indicated in Section 4.04.6 of this Declaration, in which case the Developer's vote(s) shall be counted and its consent accounted for, who

shall vote by written ballot which shall be sent to all Lot Owners and lending institution first mortgagees of Lots whose names appear on the records of the Association not less than thirty (30) days nor more than fifty (50) days in advance of the date or initial date of the canvass thereof. No such conveyance shall be made if lending institutions which together are first mortgagees on 33 1/3% or more of the Lots advise the Association in writing, prior to the date or initial date set for voting on the proposed conveyance that they are opposed to such conveyance, which opposition must not be unreasonable;

4.03.4. Enter into agreements, reciprocal or otherwise, with other homeowners' and residents' associations, Associations and cooperatives for the use of or sharing of facilities. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Members voting upon written ballot which shall be sent to every Member not less than ten (10) days nor more than sixty (60) days in advance of the date or initial date of the canvass thereof.

Section 4.04. Rights of Developer. The Developer shall have the right until the completion of the construction, marketing and sale of all dwelling Units to be constructed on lands described in Schedules(s) to this Declaration, as well as addition to the Association Property and expanding the Association, to:

4.04.1. Grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes and conduits, including, but not necessarily limited to, water, gas, electric, telephone and sewer to service any Additional Property as referred to in Section 2.02.1. of this Declaration;

4.04.2. Connect with and make use of utility lines, wires, pipes, conduits and related facilities located on the Association Property for the benefit of any Additional Property added pursuant to Section 2.02. of this Declaration;

4.04.3. Use the Association Property for ingress and egress to those portions of the Property (as described in Section 2.01 of this Declaration) and any Additional Property added pursuant to Section 2.02. of this Declaration;

4.04.4. Operate a sales center and to have prospective purchasers and others visit such sales center and use certain portions of Association Property, including, but not necessarily limited to, the parking spaces; and

4.04.5. Grant to itself or to others such easements and rights of way as may be reasonably needed for the orderly development of any Additional Property added pursuant to Section 2.02.1. of this Declaration.

4.04.6. Dedicate, sell, transfer, abandon, partition or encumber all or any part of Association Property for such purposes as expansion of the Association and addition to the Community, as contemplated in Section 2.02. of this Declaration, shall be deemed desirable or necessary by the Developer.

The easements, rights-of-way and other rights reserved herein shall be permanent, shall run with the land and shall be binding upon and for the benefit of the Association, the Developer and its successors and assigns. With respect to its exercise of the above rights, the Developer agrees (i) to repair any damages resulting within a reasonable time after the completion of development or when such rights are no longer needed, whichever first occurs, and (ii) until development has been completed, to hold the Association harmless from all liabilities which are a direct result of the Developer's exercise of its rights hereunder. This Section shall not be amended without the written consent of the Developer.

Section 4.05. Common Utility and Conduit Easement. The Association shall have the right of access to each Unit and Lot for maintenance, repair or replacement of any pipes, wires, conduits, drainage areas or public utility lines located on any Lot or within any Unit and servicing any other Unit or Lot. The cost of such repair, maintenance or replacement shall be a common expense funded from the Maintenance Assessment, except that, if occasioned by a negligent or willful act or omission of a specific Owner or Owners, it shall rather be considered a special expense allocable to the Owner or Owners responsible and such cost shall be added to the Maintenance Assessment of such Owner or Owners and, as part of that Assessment, shall constitute a lien on the Lot, or Lots of such Owner or Owners to secure the payment thereof.

Section 4.06. Maintenance of Association Facilities. In order to preserve and enhance the property values and amenities of the Property, the Association shall at all times maintain the facilities in good repair and condition and shall operate such facilities in accordance with high standards.

Section 4.07. Right of Association to Contract Duties and Functions. The Association may contract with any person, corporation, firm, trust company, bank or other entity for the performance of its various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management agreements with other associations, Associations and cooperatives.

Section 4.08. Distribution of Condemnation Awards. In the event all or part of the Association Property is taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Association. The Board of Directors of the Association shall arrange for the repair and restoration of such Association Property and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. If there shall be a surplus of such proceeds, or if the Board of Directors shall elect not to repair or restore the Association Property, then the proceeds shall be distributed in the same manner as insurance proceeds, in accordance with Article IX of this Declaration.

The Board of Directors shall promptly send written notice of any pending condemnation or eminent domain proceeding to all institutional first mortgagees of Units whose names appear on the books or records of the Association.

In the event of any dispute with respect to the allocation of the award, the matter shall be submitted to arbitration in accordance with the arbitration statutes of the Commonwealth of Virginia.

ARTICLE V

ASSESSMENTS AND RIGHT OF ASSOCIATION TO BORROW

Section 5.01. Imposition, Personal Obligation, Lien. Each Lot Owner, by becoming an Owner by the acceptance of a deed or otherwise, whether or not such deed or any other instrument pursuant to which title was obtained so provides, shall be deemed to covenant and agree to pay to the Association:

5.01.1. Annual assessments or charges for the maintenance and operation of Association Property, utility lines servicing two or more Units (whether or not on Association Property) and the green areas located within the bounds of ("Maintenance Assessments"); and

5.01.2. Special assessments for capital improvements ("Special Assessments"); together hereinafter being referred to as "Assessments".

5.01.3. A capital contribution equivalent to 3 months assessments at the time of purchase.

The Assessments shall be fixed, established and collected from time to time as hereinafter provided. Each Assessment (or installment payment thereof) together with such late charges, interest thereon and costs of collection as hereinafter provided, shall be a charge and continuing lien upon the Lot against which the Assessment is made and shall also be the personal obligation of the Owner of such Lot at the time the Assessment falls due.

Section 5.02. Purpose of Maintenance Assessment. The purpose of the Maintenance Assessment shall be to fund the maintenance, preservation, operation and improvement of the Association, any utility services to the Property which are commonly metered or billed, all casualty, liability and other insurance covering the Property and the Association's officers, directors, Members and employees obtained pursuant to Article VIII of this Declaration, for the maintenance, repair and replacement of all facilities commonly servicing the Members, whether on or off the Lots, such landscaped areas and for such other needs as may arise. The amount of any reserves shall be not less than the reasonable requirements of existing or proposed lenders, holders and insurers of first mortgages of the Lots.

Section 5.03. Date of Commencement and Notice of Assessments and Changes in Annual Assessments. The Assessments provided for herein shall commence on the day on which the first Lot is conveyed or on such date thereafter as determined by the Developer. The first Assessments shall be adjusted according to the number of months remaining in the fiscal year as established by the Board of Directors and such Assessments shall thereafter be on a full year basis. The Board of Directors of the Association shall fix the amount of the Assessment against each Lot at least thirty (30) days in advance of the beginning of each fiscal year. The Assessments shall be due and payable in equal quarterly installments unless the Board of Directors establishes other periods for payment. The Board may establish separate due dates for partial annual Assessments as long as said Assessments are established at least thirty (30) days before due. Written notice of the annual Assessments shall be sent to every Owner subject thereto.

Section 5.04. Assessments for Specific Lots. Once Assessments have commenced pursuant to Section 5.03 above, the Owner of each Lot subject to this Declaration shall be liable for the payment of full Maintenance Assessments, and Special Assessments, if any, except that, the Maintenance Assessment on Lots owned by the Developer, defined as Class C in Section 3.02.1 or Builder defined as Class B in Section 3.02.1.

Section 5.05. Basis for Maintenance Assessment. Subject to the deductions as permitted pursuant to Section 5.04 above, the annual Maintenance Assessment shall be the same for all Lots subject to this Declaration so that the number of Assessed Lots divided into the total amount which the Board of Directors shall deem to be necessary to fully fund the current budget of estimated expenses and reserves (and any operating deficits previously sustained) shall determine the annual Maintenance Assessment for each Lot.

Section 5.06. Special Assessments for Capital Improvements. In addition to the annual Maintenance Assessment, the Association may levy in any assessment year a Special Assessment, payable in that year and/or the following year only, for the purpose of defraying in whole or in part, the cost of any capital improvements, including without limitation, the construction, reconstruction or replacement of, or repair of a capital nature to, the Association Property or to any Property on the Lots which the Association has the responsibility to maintain, including the necessary fixtures and personal property related thereto, provided that for any Special Assessment for the construction, rather than the reconstruction or replacement, of any capital improvement, and for any Special Assessment amounting to more than 20% of the then current amount of annual Maintenance Assessments, the consent is obtained of two-thirds (2/3) of the total votes of Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all voting Lot Owners at least thirty (30) days in advance, setting forth the purpose of the meeting. The Association shall establish one or more due dates for each payment or partial payment of each Special Assessment and shall notify each Owner thereof in writing at least thirty (30) days prior to the first such due date.

Section 5.07. Non-Payment of Assessment. If an Annual Assessment or installment thereof, is not paid on the due date, established pursuant to Section 5.03 hereof, then the balance of the annual assessment shall be deemed delinquent. Any delinquent assessment payment, together with such interest and Late Fees thereon, accelerated future installments, if any, and cost of collection thereof as herein provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner and such Owner's heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then Owner to pay such assessment shall remain such Owner's personal obligation and shall not pass to such Owner's successors in title unless expressly assumed by them.

If the Assessment or any installment thereof is not paid within ten (10) days after the due date, the Association may impose a late charge or charges in such amount or amounts as the Board of Directors deems reasonable, not to exceed 10% of the amount of such overdue Assessment or installment thereof, or Twenty (\$20.00) Dollars which ever is greater, provided such late charges are equitable and uniformly applied.

If the Assessment or any installment thereof, is not paid within thirty (30) days after the due date, (i) the Assessment shall bear interest from the due date at such rate as may be fixed by the Board of Directors from time to time, such rate not to exceed the maximum rate of interest then permitted by law; (ii) the Board of Directors may accelerate the remaining installments, if any, of such Assessment upon notice thereof to the Owner; and (iii) the Association may bring legal action against the Owner personally obligated to pay the same or foreclose the lien against the property, and the cost of such proceedings, including reasonable attorneys' fees, shall be added to the amount of such Assessments, accelerated installments, if any, late charges and interest. A late charge may be assessed for each thirty (30) day period in which the balance remains unpaid.

Once an Assessment is deemed delinquent as described above, any payments received from the Owner shall be applied in the following order: Attorney's fees, other costs of collection, late charges, interest, and then the delinquent Assessment or installments thereof beginning with the amounts past due for the longest period.

Dissatisfaction with the quantity or quality of maintenance services furnished by the Association shall, under no circumstances, entitle any Owner to withhold or fail to pay the Assessments due to the Association for the Unit or Units owned by such Owner.

There is hereby created a lien, with power of sale, on each and every Lot within the Development to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under the Restrictions, together with interest thereon. If any assessment remains delinquent for thirty (30) days the Association may elect to record in the deed records a lien on behalf of the Association against the Lot of the defaulting Owner in the appropriate Clerk's office. Such a claim of lien shall be executed by any officer or managing agent of the Association, and shall contain substantially the following information:

5.07.1. The name of the delinquent Owner;

5.07.2. The legal description and street address of the Lot against which claim of lien is made;

5.07.3. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney's fees (with any proper offset thereof);

5.07.4. That the claim of lien is made by the Association pursuant to this Declaration; and

5.07.5. That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon recordation of a duly executed original or copy of such a claim of lien, and mailing a copy thereof to said Owner, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied. Such a lien shall have a priority over all liens or claims created subsequent to the recordation of the claim of lien

thereof, except only tax liens for real property taxes on any Lot, assessments on any Lot in favor of any municipal or other governmental assessing unit, and the liens which are specifically described hereinafter. Any such lien maybe foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the Commonwealth of Virginia, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey such Lot. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest, and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Lot in the Development, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner. The costs associated with preparing and filing a lien for default shall be borne by the defaulting lot owner and shall be added to the amount of such assessments.

Section 5.08. Notice of Default. The Board of Directors, when giving notice to an Owner of a default in paying Assessments, may, at its option, or shall, at the request of a mortgagee, send a copy of such notice to each holder of a mortgage covering such Unit whose name and address appears on the Board's records. The mortgagee shall have the right to cure the Owner's default with respect to the payment of said Assessments.

Section 5.09. Right to Maintain Surplus. The Association shall not be obligated in any calendar year to spend all the sums collected in such year by way of Maintenance Assessments or otherwise, and may carry forward as surplus any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Maintenance assessments in the succeeding year, but may carry forward from year to year such surplus as the Board of Directors in its absolute discretion may determine to be desirable for the greater financial security and the effectuation of the purposes of the Association.

Section 5.10. Assessment Certificates. Upon written demand of an Owner or lessee with respect to a Lot which he or she owns or leases, or any prospective purchaser, lessee, occupant, mortgagee or title insurer of such Lot), the Association shall, within a reasonable period of time, issue and furnish a certificate in writing signed by an officer or designee of the Association setting forth with respect to each Lot as of the date of such certificate, (i) whether the Assessments, if any, have been paid; (ii) the amount of such Assessments, including interest and costs, if any, due and payable as of such date; and (iii) whether any other amounts or charges are owing to the Association, e.g. for the cost of extinguishing a violation of this Declaration. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of such certificates. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser, lessee or title insurer of, or lender on the Lot or Unit on which such certificate has been furnished.

Section 5.11. Subordination of Assessment Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage of record now or hereafter placed upon any Lot subject to such Assessments; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such

Lot or Unit pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

ARTICLE VI

ARCHITECTURAL CONTROLS

Section 6.01. Each of said lots shall be used exclusively for residential purposes, and no building, wall, fence, swimming pool, bathhouse, deck, bulkhead, aerial, antenna, dog house, tool shed, or other structure shall be placed upon any of said lots unless and until the plans and specifications therefore and the plat plan have been approved in writing by Declarant or the Association. Each dwelling shall have a minimum square footage of 1,800 living area.

Section 6.02. All plans, specifications, and plat plans shall be submitted in duplicate, with one set to be retained by the Association if approved, and shall include a floor plan drawn to scale, front elevation, and a landscaping plan providing for a reasonable number of trees and shrubs. Each such building, wall, fence, swimming pool, bathhouse, deck, bulkhead, aerial, antenna or other structure shall be placed on the lot only in accordance with the plans and specifications so approved. Refusal of approval of plans and specifications may be made on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Declarant or the Association shall be deemed sufficient. (Without in any way limiting the foregoing, plans and specifications providing for cinder block or asbestos siding will be disapproved.) No alteration in the exterior appearance of any structure shall be made without like approval. Declarant or the Association reserves the right to designate from time to time one or more individual(s), association(s), or corporation(s) to act in the approval or rejection of such plans and specifications and for the enforcement of the provisions of this Declaration, and each such designee shall have the same powers and authority herein reserved to owner for the administration, enforcement, and carrying out of the provisions of this Declaration. Authority shall continue and remain vested in each such designee until such time as Owner shall cancel and terminate the designation by an instrument under seal. If for any reason the powers so granted are terminated by Court Order or otherwise, then the same shall automatically revert to Declarant or the Association. Should Declarant or the Association fail to approve, disapprove, or request additional information deemed necessary to make a determination, the plans and specifications submitted to it by an owner of one or more of said lots within forty-five (45) days after acknowledgement of receipt of written request therefore, then such approval shall be deemed to have been given; provided, however, that no building or other structure shall be erected or be allowed to remain on any of said lots which violates any of the covenants, restrictions or conditions contained herein.

Section 6.03. No structure shall be erected, altered, placed or permitted to remain on any said lots, other than one detached single-family dwelling, not to exceed two and one-half stories in height, and other necessary buildings used in connection with said residence, including a garage for a minimum of 2 cars. No garage apartment or similar structure shall be permitted. Any additional buildings on the property shall be constructed using foundation and building materials similar to the house. No building or structure upon any property shall be permitted to fall into disrepair and each such

building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 6.04. No noxious or offensive activity shall be carried on upon any of said lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining lot or the neighborhood.

Section 6.05. None of said lots shall be divided so as to make more than one building lot out of same, but portions of a lot may be combined with any adjoining lot.

Section 6.06. No trailer, tent, shack, garage, barn or other structure shall at any time be used as a residence of a temporary character permitted thereon, nor shall any structure be moved onto any of said lots unless (i) it shall conform to and be in harmony with the existing structures in the subdivision, and (ii) it shall have been approved in writing by Declarant or the Association.

Section 6.07. No animal, fowl, or swine shall be permitted upon any of said lots, excepting animals customarily considered household pets (e.g., dogs).

Section 6.08. No fence will be allowed in front of the front line of any house or within the building setback from the street on side yards of corner lots. No fence shall be more than six (6) feet in height. Fencing shall be either black metal or cedar and approved picket or privacy construction. Barbed wire or chain link fences are specifically prohibited. No outside stairway shall be permitted to any second floor. The Homeowners Association is fully responsible for the maintenance of the following:

- 1) fence or vegetative buffer and landscaping installed by the Declarant in common areas of the association
- 2) landscaping of easements dedicated for buffering or screening on the lots
- 3) the entrance sign

and the Association shall at all times keep the above in good repair.

Section 6.09. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than seven (7) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction or sale period.

Section 6.10. No exterior clothes lines will be permitted. Basketball backboards are not permitted either attached to the house or free standing. Portable base weighted units are permitted but must not remain out when not in use.

Section 6.11. No satellite dishes greater than 1 meter will be permitted.

Section 6.12. No lot shall be used or maintained as a dumping ground for rubbish, garbage or other waste. All rubbish garbage and other waste shall be kept in sanitary containers at all times, screened from public view except when placed on or by the street for collection during any regular collection

day. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste material shall be kept, stored or allowed to accumulate outdoors on any portion of the property.

Section 6.13. No firewood shall be split, sawn or stored in any front yard. Outside storage or parking of commercial or recreational vehicles, camper bodies, boat and trailers shall be prohibited.

Section 6.14. No repair work on any motor vehicles, boats or machines of any kind shall be permitted outdoors on any lot. No motorized vehicles, boats, jet skies or other type of motorcraft is permitted within the lakes or on the lake banks.

Section 6.15. The homeowner shall keep all shrubs, trees and grass neatly trimmed, properly cultivated and free from all trash, weeds, and other unsightly materials.

Section 6.16. Flood lights and various types of high output lights shall be installed and aimed or shielded to prevent unwanted or excessive intrusion of light from one property to another.

Section 6.17. Statues, fountains and ornaments should blend with the architectural style of the home and should have minimal visual and physical impact on the neighboring properties.

Section 6.18. Above-ground swimming pools are prohibited.

Section 6.19. Declarant reserves unto itself the right to assign, alter, release or waive the requirements of any of the covenants, restrictions, conditions and reservations contained herein by an appropriate written instrument executed solely by Declarant (without notice to, or the requirement of joinder in the execution thereof by any owner of any of said lots) duly recorded in the aforesaid Clerk's Office. No docks, bulkheads or alterations of the pond banks shall be permitted.

Section 6.20. Should any person claiming that any Owner has violated or attempt to violated any of said covenants, restrictions, conditions or reservations, An Owner, or any other person or persons owning any of said lots, may prosecute, by any proceedings at law or in equity, against the person or persons violating or attempting to violate any such covenants, restrictions, conditions or reservation, either to prevent him or them from so doing or to recover damages or other dues for such violation.

Section 6.21. Anything in this Declaration to the contrary notwithstanding, so long as and during the period of time while Declarant and/or builder or other purchaser to whom Declarant has sold any of said lots is constructing and selling residences, Declarant reserves the right, for the benefit of itself and for the benefit of such builders or other purchasers to whom such rights have been granted by Declarant, to maintain such model dwellings, sales offices, signs and other offices and activities which Declarant may, in its sole discretions, deem advisable.

Section 6.22. Except as otherwise provided herein, the aforesaid covenants, restrictions, conditions and reservations shall run with title to each of said lots and shall be binding upon all parties and all persons claiming under or through Declarant for a period of thirty (30) years from the date this Declaration is recorded, after which time said covenants, restrictions, conditions and reservations

shall be automatically extended for successive periods of ten (10) years each, unless and until an instrument executed by the then majority of owners of said lots, agreeing to modify and/or amend such covenants, restrictions, conditions and reservations, in whole or in part, has been duly recorded in the aforesaid Clerk's Office. Solar panels should be installed so that they have a minimal visual effect on the neighborhood. They should not be readily visible from a street and should lie flat on the home's roof.

Section 6.23. Invalidation of any of these covenants, restrictions, conditions or reservations, by judgment or Court Order, shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 6.24. All of the provisions of Article 6 of this Declaration shall apply to any existing home or structure currently on the Property, except that all non-conforming homes, buildings, structures, additions, or other improvements currently existing at the time this Declaration is recorded shall be exempt from the necessity of Association approval under Article 6 of this Declaration and shall not be considered in violation of this Declaration. However, all future improvements, additions, reconstruction, modifications, and all other changes and other actions contemplated under Article 6 for any homes or structures existing at the time this Declaration is enacted must go through the approval process and shall be subject to such restrictions and requirements as this Article 6 demands. Specifically, on the Plat referenced in Schedule A herein, Lot A shall be exempted from violations of Sections 6.03. and 6.06. at the time this Declaration is recorded, but shall be subject to such provisions of Article 6 if any alteration, addition, or other action is taken on Lot A.

ARTICLE VII

INSURANCE AND RECONSTRUCTION

Section 7.01. Insurance to be Carried. To the extent reasonably obtained and to the extent obtainable at a reasonable cost, and in such amounts as the Board of Directors of the Association shall determine to be appropriate unless otherwise required herein, the Board of Directors of the Association shall obtain and maintain (1) fire and casualty insurance, (2) liability insurance, (3) directors' and officer's liability insurance, (4) fidelity bond, and (5) workmen's compensation insurance.

Section 7.02. Insurance Carried by Owners. Each Owner has the right, at such Owner's expense, to obtain insurance for such Owner's benefit, including coverage for (i) fire, casualty and theft coverage for Owner's real and personal property; (ii) such Owner's personal liability within Owner's Unit and on such Owner's Lot; and (iii) fire and casualty insurance coverage for "improvements and betterments" to such Owner's Unit and Lot, provided, however, that (i) such policies contain waivers of subrogation, if available; and (ii) the liability of the carriers issuing insurance procured by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by the Owner.

Section 7.03. Right of Mortgagees to Pay and be Reimbursed for Insurance and Property Taxes on Association Property. In the event the Association fails to obtain or maintain fire,

casualty and liability insurance for Association Property as required under this Article IX, such insurance may be obtained by one or more mortgagees of Units, singly or jointly. Such mortgagee or mortgagees shall be owed immediate reimbursement from the Association for any amount expended for such insurance, real property taxes or any other charges with respect to Association Property which are in default and which may become or have become a charge against the Association Property.

ARTICLE VIII

ENFORCEMENT, AMENDMENT AND DURATION OF DECLARATION

Section 8.01. Declaration Runs With The Land. Each person or entity acquiring an interest in a Lot or other portion of the Property or otherwise occupying any portion of the Property (whether or not the deed, lease or any other instrument incorporates or refers to the Declaration) covenants and agrees for him, her, or itself, and for his, her or its heirs, successors and assigns, to observe, perform and be bound by the provisions of the Declaration including personal responsibility for the payment of all charges and may become liens against his, her or its property and which become due while he, she or it is the Owner thereof, and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Lot or other portion of the Property.

Section 8.02. Enforceability.

8.02.1. Actions at Law or Suits in Equity. The provisions of the Declaration shall bind the Property and shall be construed as running with the Land and shall inure to the benefit of and be enforceable by the Developer and the Association (being hereby deemed the agent for all of its Members), and by any Member or Owner, their respective legal representatives, heirs, successors and assigns, by actions at law or by suits in equity. As it may be impossible to measure monetarily the damages which may accrue to the beneficiaries hereof by reason of a violation of the Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

8.02.2. Penalties and Fines. In addition or as an alternative to an action at law or suit in equity, the Board of Directors of the Association may, with respect to any violation or of any committee of the Association, and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary and non-monetary penalties, the amount and/or severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other person. Monetary penalties imposed against a Lot Owner or Tenant shall be deemed a Special Assessment against the Lot of such Owner or on which the Unit occupied by such occupant is located and, as such, shall be a charge and continuing lien upon such Lot, shall constitute a personal obligation of the Lot Owner, and shall be collectible in the same manner as Assessments under Article V of this Declaration.

Section 8.03. No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of the Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or a similar violation, occurring prior or subsequent thereto. No liability shall attach to the Developer, the Association (or any officer, director, employee, Member, agent, committee or committee member) or to any other person or organization for failure to enforce the provisions of the Declaration.

Section 8.04. Obligation and Lien for Cost of Enforcement by Association. If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Declaration, or the rules and regulations promulgated hereto, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is (1) the Owner, or (2) any family member, tenant, guest or invitee of the Owner, or (3) a family member or quest or invitee of the tenant of the Owner, or (4) a guest or invitee of (i) any member of such Owner's family; or (ii) any family member of the tenant of such Owner, such costs shall also be a lien upon the Lot, Unit or other portion of the Property owned by such Owner, if any.

Section 8.05. Amending or Rescinding. The Developer, during the time the Developer owns any Lots, may make amendments to this Declaration to correct omissions or errors, which amendments shall not adversely modify substantial rights of any Lot Owner without such Lot Owner's written consent. All other amendments or a rescission of this Declaration, unless otherwise specifically provided for herein, may be made by obtaining the consent in writing of the Owners representing not less than two thirds (2/3) of the total votes of the Association which are subject to this Declaration, including those Lots Owned by the Developer. In addition, and notwithstanding the above, until seven (7) years from the date of recording of this Declaration, so long as the Developer owns or has under construction on lands described in Schedules A of this Declaration (whether or not such lands are covered by this Declaration) dwelling units equal in number to fifteen percent (15%) or more of the number of Lots to which title has been transferred to purchasers for occupancy, the written consent of the Developer will be required for any amendment that adversely affects a substantial interest or right of the Developer, which consent must not be unreasonably withheld.

In voting for such amendment or rescission, Owners shall have one (1) vote for each Lot owned.

The Owners of every Lot shall receive written notice of every proposed amendment or rescission at least thirty (30) days prior to the date or initial date set for voting on said proposed amendment or rescission.

In addition to the approval of the Owners and Developer as provided for herein, no amendment or rescission which substantially affects the interest of any lending institution shall be effective if lending institutions which together are mortgagees on one-third or more of the Lots advise the Association in writing, prior to the date or initial date set for voting on the proposed amendment, that they are opposed to such amendment, which opposition must not be unreasonable. Written notice of any proposed amendment or rescission which substantially affects the interest of any lending institution first mortgagees shall be sent to all such lending institution first mortgagees whose names appear on the records of the Association at least thirty (30) days prior to the date or initial date set for

voting on the proposed amendment or rescission.

Section 8.06. When Amendment or Rescission Becomes Effective. Any amendment or rescission to the Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the office of the Clerk of the Court. Such instrument need not contain the written consent of the required number of Owners but shall contain a certification by the Board of Directors of the Association that the consents required for such amendment have been received and filed with the Board.

Section 8.07. Duration. The provisions of this Declaration unless amended or rescinded as hereinbefore provided, shall continue with full force and effect against both the Property and the Owners thereof until , and shall, as then in force, be automatically, and without further notice, extended for successive periods of 10 years.

Section 8.08. Construction and Interpretation. The Association shall have the right to construe and interpret the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefitted by the provisions hereof.

Any conflict in construction or interpretation between the Association and any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association. The Association may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration.

Section 8.09. Conflict with Municipal Laws. The protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.

Section 8.10. Change of Conditions. No change of conditions or circumstances shall operate to amend any of the provisions of this Declaration, and the same may be amended only in the manner provided herein.

Section 8.11. Invalidity of Agreement or Declaration. The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

ARTICLE IX

GENERAL

Section 9.01. Headings and Captions. The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretations of the content thereof.

Section 9.02. Right Reserved to Impose Additional or Amend Protective Covenants. The Developer reserves the right to records additional protective covenants and restrictions or to amend same prior to the conveyance of all lands encumbered by this Declaration.

Section 9.03. Notice. Any notice required to be sent to the Developer or to any Owner or mortgagee under the provisions of this Declaration shall be deemed to have been property sent when mailed, postage prepaid, to the last known address of the person who appears as the Developer, Owner or mortgagee on the records of the Association at the time of such mailing.

Section 9.04. Right of Association to Transfer Interest. Notwithstanding any other provision herein to the contrary, the Association and its successors, shall at all times have the absolute right to fully transfer, convey and assign its right, title and interest under this Declaration to any successor not-for-profit corporation or trust and, upon such assignment, the successor corporation or trust shall have all the rights and be subject to all the duties of said Association as set forth in this Declaration and shall be deemed to have agreed to be bound by all provisions hereof, to the extent as if the successor corporation or trust had been an original party and all references herein to the Board of Directors shall refer to the Board of Directors (or Trustees) of such successor corporation or trust. Any such assignment shall be accepted by the Successor corporation or trust under a written agreement pursuant to which the successor corporation or trust expressly assumes all the duties and obligations of the Association. If, for any reason, the Association shall cease to exist without having first assigned its rights hereunder to a successor corporation or trust, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition the court of competent jurisdiction to appoint a trustee for the purpose of organizing a not-for-profit corporation or trust to take over the duties and responsibilities of the entity to exist, subject to the conditions provided for herein with respect to an assignment and delegation to a successor corporation or trust.

Section 9.05. Right of Association to Transfer Functions. Unless otherwise specifically prohibited herein or within the Certificate of Incorporation or By-Laws of the Association, any and all functions of the Association shall be fully transferable in whole or in part to any other homeowners' or residents' association or similar entity.

Section 9.06. Management of the Association; Responsibilities and Obligations. The Association has the responsibility of establishing budgets, administering the collection of assessments, enforcing rights and responsibilities, and maintaining the common easements.

DEVELOPER: ENCLAVE AT PA BC, LLC

Manager: Bishard Development Corporation

Signed By: _____(SEAL)
John K. Bishard, Secretary

COMMONWEALTH OF VIRGINIA
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City of Virginia Beach, Virginia, this ____ day of _____, 2015, by John K. Bishard, Secretary of Bishard Development Corporation, Manager of Enclave at PA BC, LLC.

Notary Public

My Commission Expires:

SCHEDULE A

ALL that certain lot, piece or parcel of land with the buildings and improvements thereon, situate, lying and being in the City of Virginia Beach, Virginia, and known, numbered and designated as AREA= 16.8764 ACRES OR 735,135.1420 SQ. FT., as shown on that certain plat entitled BOUNDARY SURVEY OF PART OF PROPERTY OF THE ESTATE OF ERNEST STYRON, PRINCESS ANNE BOROUGH – VIRGINIA BEACH, VIRGINIA (D.B. 258, PG. 263), which plat is duly recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 221, page 74, as also shown on that certain plat entitled Subdivision of The Enclave at Princess Anne, Phase 1, said plat being recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia, as Instrument Number 20150528000486570 .

LESS AND EXCEPT that portion of the property taken by the City of Virginia Beach by Certificate of Take, recorded November 2, 2001, in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, in Deed Book 4541 at page 38, and by Order recorded January 30, 2002, in the aforesaid Clerk’s Office in Deed Book 4611 at page 506.

SUBJECT TO easements contained in the Declaration of Easement, dated February 2, 2006, and recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, as Instrument Number 20060216000257230.

GPIN SCHEDULE

Lot/Parcel #	GPIN
Lot 1	1494-40-5579
Lot 2	1494-40-6621
Lot 3	1494-40-6672
Lot 4	1494-40-7614
Lot 5	1494-40-7666
Lot 6	1494-40-8617
Lot 7	1494-40-8659
Lot 8	1494-40-9710
Lot 9	1494-40-9774
Lot 10	1494-40-9861
Lot 11	1494-40-9847
Lot 12	1494-40-9912
Lot 30	1494-40-7873
Lot 31	1494-40-7810
Lot 32	1494-40-6769
Lot 33	1494-40-6717
Lot 34	1494-40-5776
Lot A	1494-41-4163
Open Space 1	1494-40-4576
Open Space 2	1494-41-3213
Open Space 3	1494-41-5260
Open Space 4	1494-41-2582
Open Space 5	1494-41-5471
Residual Parcel 1	1494-41-3089
Residual Parcel 2	1494-41-7233