

GAYTON GLEN HOMEOWNERS ASSOCIATION

AMENDED AND RESTATED

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

GPINS: See Exhibit A Attached
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**GAYTON GLEN HOMEOWNERS ASSOCIATION
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 23rd day of August, 2005, by the Board of Directors of Gayton Glen Homeowners Association, located in the County of Henrico, Virginia.

RECITALS:

A. By instrument entitled "Declaration of Covenants, Conditions and Restrictions" ("Original Declaration") dated March 15, 1985, and recorded April 17, 1985, in the Clerk's Office of the Circuit Court of the County of Henrico, Virginia ("Clerk's Office"), in Deed Book 1951, Page 453, Newlife-Raintree Corporation, a Virginia corporation ("Declarant"), subjected certain real property more particularly described therein to certain covenants, easements, liens, charges and restrictions set forth therein.

B. By various instruments variously entitled "Amendment to Declaration of Covenants, Conditions and Restrictions of Gayton Glen Homeowners Association" as more particularly described in Exhibit A hereto (the "Amendments to Original Declaration"), the Original Declaration has been the subject of nine (9) amendments.

C. In addition, the Original Declaration contains numerous typographical, or scrivener's, errors which, coupled with the large volume of amendments to the Declaration, renders the document difficult to use by the Association's Board of Directors (the "Board") and difficult to understand by the Association's Lot Owners.

D. Section 55-512.2.F of the Code of Virginia, 1950, as amended (a provision of the Property Owners' Association Act), authorizes the Board of Directors to adopt corrective amendments to the Declaration to correct a scrivener's error or to clarify an ambiguity with respect to an objectively verifiable fact.

E. The Association's Board has determined it is in the best interests of the Association to amend and restate the Declaration to correct such scrivener's errors as exist in the original Declaration and to incorporate the nine Amendments into the Declaration to facilitate management and operation of the

Association, as well as to facilitate each Owner's ability to utilize and understand the covenants, conditions and easements applicable to the ownership of a Lot in the Association.

F. Pursuant to Section 55-515.1.F of the Code of Virginia, 1950, as amended (a provision of the Property Owners' Association Act), and Article XIII, Section 3, of the Declaration, this Amended and Restated Declaration shall become effective once it is duly recorded in the Clerk's Office of the Circuit Court of the County of Henrico, Virginia.

NOW THEREFORE, the Board of Directors does hereby amend and restate the Declaration of Covenants, Conditions and Restrictions of Gayton Glen Homeowners Association as set forth herein.

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THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 15th day of March, 1985, by and between NEW LIFE-RAINTREE CORPORATION, a Virginia corporation, hereinafter known as "Declarant", and GAYTON GLEN HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation, hereinafter known as "Association."

WHEREAS, Declarant is the sole owner of certain real property located in Henrico County, Virginia, containing approximately 15.734 acres of land, and known as Section C, Sussex Wood, as more particularly described on Schedule A attached hereto and incorporated herein by reference; and

WHEREAS, Declarant and its successors and assigns desire to create thereon a residential community with permanent open spaces and other common facilities for the benefit of the community and to provide for the preservation of the values of the community and such other area as may be subjected to this Declaration, and for the maintenance of the open spaces and other facilities; and, to this end, does declare and publish its intent to subject the real property as hereinafter described, and as may from time to time be dedicated and subdivided into lots and open space designated for conveyance to a homes association, to the covenants, restrictions, easements, conditions, charges, and liens hereinafter set forth; it being intended that the easements, covenants, restrictions, and conditions shall run with said real property and shall be binding on all persons or entities having or acquiring any right, title, or interest in said real property or any part thereof, and shall inure to the benefit of each owner thereof; and

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

WHEREAS, Declarant has incorporated under the laws of the Commonwealth of Virginia, as a non-stock corporation, GAYTON GLEN HOMEOWNERS ASSOCIATION, for the purposes of exercising the functions aforesaid.

NOW, THEREFORE, Declarant, for and in consideration of the premises and the covenants contained herein, does hereby grant, establish and convey to each Owner of a Lot mutual non-exclusive rights, privileges and easements of enjoyment on equal terms in common with all other Owners of Lots, in and to the use of the Common Area; and **FURTHER**, does hereby declare the real property described on Schedule A to be held, transferred, sold, conveyed,

and occupied subject to the covenants, restrictions, easements, conditions, charges, and liens (hereinafter referred to as "Covenants and Restrictions"), hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to GAYTON GLEN HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit -Court of Henrico County, Virginia.

Section 3. "Properties" shall mean and refer to certain real property described on Schedule A attached hereto, and such additions thereto which, from time to time, may be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association. At this time, the Common Area will consist of that certain real property described on Schedule B attached hereto and incorporated herein by reference, which will be conveyed to the Association at the time of the conveyance of the first Lot to an Owner other than the Declarant.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area and streets dedicated to public use.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Declarant" shall mean and refer to New Life-Raintree Corporation, a Virginia corporation, and its successors and assigns, if such successors or assigns should acquire from the Declarant (including by foreclosure or deed in lieu of foreclosure) two (2) or more undeveloped Lots

for the purpose of development, and any person or entity that may dedicate, subdivide, and submit to this Declaration all or any portion of the real property described on Schedule C attached hereto and incorporated herein by reference,

Section 9. "Mortgagee" shall mean and refer to any person or entity secured by a first mortgage or first deed of trust on any Lot or the Common Area and who has notified the Association of this fact.

Section 10. "Mutual Use Agreement" shall mean and refer to the Mutual Use Agreement, dated November 16, 1984, and recorded in Deed Book 1935, at page 1439, among the land records of Henrico County, Virginia, and all amendments thereto, providing for the use and enjoyment of the Recreational Area described therein.

ARTICLE II. MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons who or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. A Mortgagee in possession of a Lot shall be entitled to exercise the Owner's rights in the Association with regard thereto.

ARTICLE III. VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A: Class A members shall be all those Owners as defined herein with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such 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.

Class B: Class B members shall be the Declarant as defined herein. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article II; provided that the Class B membership shall cease and a Class A membership with one (1) vote for each lot in which it holds an interest shall issue on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On January 1, 1991.

ARTICLE IV. PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to limit the number of guests of members at such recreational facility;

(c) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Area, including the use of parking areas, and including the imposition of charges for violation thereof;

(d) The right of the Association to suspend the voting rights and rights of a member to the use of any recreational facilities constructed on the Common Area and to the use of the Recreational Area as provided in the Mutual Use Agreement, for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(e) The right of the Association, in accordance with the Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, with the assent of more than two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, to mortgage said property, subject to this Declaration and the easement of enjoyment created hereby, and to acquire property encumbered by the lien or liens of the deed or deeds of trust securing improvements on said property, provided that any such mortgage of the Common Area must state that it is subject to this Declaration and the easement of enjoyment created hereby and shall not be in conflict with its designation as "open space";

(f) The right of the Association at any time and consistent with the then existing zoning ordinances of Henrico County and its designation as "open space," or upon dissolution, to dedicate or transfer all or any part of

the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that any such dedication or transfer shall have the assent of more than two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. Upon such assent and in accordance therewith, the officers of the Association shall execute the necessary documents;

(g) The right of the Association at any time and consistent with the then-existing zoning ordinance of Henrico County and pursuant to a recorded subdivision or resubdivision plat, to transfer part of the Common Area to the Declarant or as directed by the Declarant for the purpose of adjusting lot lines or otherwise in connection with the orderly subdivision and development of the Properties, provided that any such transfer shall not reduce the portion of the Properties designated as "open space" required by Henrico County at the time of transfer, and that the Declarant shall transfer, or cause to be transferred, to the Association as "open space" such portion of the Properties as is necessary to maintain the total acreage designated as "open space" at the level existing at the time of the transfer;

(h) The right of the Association to grant, with or without payment of damages to the Association, and consistent with the "open space" designation thereof, easements for the construction, reconstruction, installation, repair, and/or necessary maintenance of utility and service lines through or over any portion of the Common Areas. The foregoing shall not be construed, however, to permit acquisition or damage to any improvements situate upon the Common Areas, or other structures or installations situate thereon which would otherwise be deemed to be part of the realty, without the payment of damages, including severance or resulting damages, if any to the Association, all in amounts and in a manner now or hereafter governing proceedings for the acquisition of private property for public use by condemnation in this Commonwealth; and

(i) The right of the Association to lease Common Area, provided however that such lease(s) must:

- (1) be only to non-profit organizations,
- (2) require that such organizations give preference to members of the Association with regard to membership and use of facilities,
- (3) prohibit assignment and subleasing,
- (4) require approval by the Association of uses of the Common Area and facilities, which must be in accordance with this Declaration,
- (5) be consistent with the then existing ordinances of Henrico County, and
- (6) be consistent with the open space designation thereof.

Section 2. Delegation of Use. Any member may delegate his right of enjoyment to .the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the member's Lot.

ARTICLE V. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner/of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association::

(a) Monthly assessments or charges, and

(b) Special assessments for capital improvements, or other specified items, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest thereon and costs of collections thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the payment of the costs of maintenance and repair of the exterior of the dwelling units and of the Lots within the Properties as provided in Section 2(c) of Article XI hereof, and for the payment of taxes and improvements and maintenance of services and facilities related to the use and enjoyment of the Common Area. The assessments levied by the Association may include the portion of the costs allocated to each Lot for the maintenance of the Recreational Area as provided for in the Mutual Use Agreement.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual assessment shall be FIFTY AND NO/100 DOLLARS (\$50.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership

in conformance with the rise, if any, of the Consumer Price Index (All Items Index) for the Washington, D. C. standard metropolitan area (published by the Department of Labor, Washington, D.C.) for the year ending the preceding July 1, or five percent (5%), whichever is greater.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot, the maximum annual assessment may be increased above that established by subparagraph (a) annually provided that any such change shall have the assent by a vote of more than two-thirds (2/3) of each class of the members 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 members not less than twenty-five (25) days nor more than fifty (50) days in advance of meeting setting forth the purpose of the meeting.

(c) After consideration of current maintenance costs and further needs of the Association, the Board of Directors may fix the monthly assessment at an amount not in excess of the maximum.

Section 4. Special Assessments. In addition to the monthly assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area, including the fixtures and personal property related thereto or other specified purpose, provided that any such assessment shall have the assent of more than two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Rate of Assessment.

(a) For monthly assessment purposes, there shall be three classes of assessable Lots. The Board of Directors shall fix the amount of assessment at a uniform rate for all Lots in each class except for unoccupied Lots owned by the Declarant.

Class I: Certain Lots upon which townhouses or attached dwelling units have or will be constructed shall be subject to Class I assessments. The Lots subject to Class I assessments are:

- (i) All townhomes on Smithers Court; and
- (ii) The townhomes located at 1700, 1702, 1704 and 1706 Timberly Waye.

Class II. All Lots upon which detached or semi-detached dwelling units have or will be constructed shall be subject to Class II assessments. The Lots subject to Class II assessments are: all patio homes in the 1700 block of Timberly Way.

Class III. All Lots upon which detached dwelling units have or will be constructed on Stanton Way shall be subject to Class III assessments. The Lots subject to Class III assessments are: All single family homes on Stanton Way.

Class IV. Certain Lots upon which townhouses or attached dwelling units have or will be constructed shall be subject to Class IV assessments. The Lots subject to Class IV assessments are:

- (i) All townhomes in the 1800 block of Timberly Way;
- (ii) All townhomes on Oceana Court;
- (iii) All townhomes on Keeney Court;
- (iv) All townhomes on Charlesfield Court; and
- (v) All townhomes on Berman Court.

(b) Special assessments shall be fixed at rates proportional to the rates of each Class of assessments and shall then be applied to all Lots within each Class except unoccupied Lots owned by the Declarant.

(c) All unoccupied Lots owned by the Declarant shall be assessed at twenty-five percent (25%) of the rate of Lots in the same class not owned by the Declarant so long as Declarant has Class B membership status.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 herein, the presence at the meeting of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of required quorum at the preceding meeting. No such subsequent meeting shall be held than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Monthly Assessments; Due Dates. The monthly assessments provided for herein shall commence as to all Lots in any section no later than thirty (30) days following the conveyance to the Association of the Common Area in that section. Notwithstanding the foregoing, no assessments shall be due for a Lot until the improvements on such Lot have been completed and a certificate of occupancy has been issued by

the appropriate officials of Henrico County. The monthly assessment shall be adjusted according to the number of days remaining in the month. The Board of Directors shall fix the amount of the monthly assessment against each Lot at least thirty (30) days in advance of each monthly assessment period. Written notice of the monthly assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Remedies of the Association in the Event of Default. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from/the date of delinquency at the rate of ten percent (10%) annum. In addition, the Association in its discretion may:

(a) Impose a penalty as previously established by rule;

(b) Bring an action at law against the Owner obligated to pay the same, and/or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his Lot, or non-use of the Recreational Area provided for in the Mutual Use Agreement.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first trust or mortgage, and to any taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of a first trust or mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments which thereafter become due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by charitable or other organizations exempt from taxation by the laws of the Commonwealth of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Special Developer Assessment Applicable to Gayton Glen, Section F. The Declarant or its assigns (Developer) shall pay unto Gayton Glen Homeowners Association \$300.00 per Lot prior to the issuance of an occupancy permit for each townhouse to be constructed on the 61 Lots proposed for Gayton Glen Homeowners Association, Section F. The funds shall be used by the Association for any expenses incurred by the Association and to provide for reserve funds for any future expenses associated with the development of Section F to be determined by the Board of Directors of Gayton Glen Homeowners Association.

ARTICLE VI. RESTRICTIVE COVENANTS

Section 1. The Properties shall be used exclusively for residential purposes. The Declarant, however, for itself, its successors and assigns, reserves the right, prior to sale and transfer of any Lot, pursuant to a recorded subdivision plat, to alter, amend and change any lot lines or subdivision plan. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling unit, garages and other approved structures for use solely by the occupants. Except for those related to real estate sales and construction, no sign, advertisement, or message other than for identification purposes only shall be displayed or published which offers or implies commercial or professional services, or which might constitute any other kind of business solicitation in, or from, any residence or residential property. Notwithstanding the foregoing:

(a) The Declarant or its assigns may, during the construction and/or sales period, and within seven (7) years from the date of subdivision of a particular section, erect, maintain, and operate real estate sales and construction offices, model homes, displays, signs, and special lighting on any part of the Properties and on or in any building or structure now or hereafter erected thereon while owned by the Declarant; and

(b) On Lots now or hereafter specifically designated for such purposes by Declarant, there may be erected and/or operated, a church or place of public worship, a school accredited by the Commonwealth of Virginia Board of Education, a public park, or a noncommercial swimming pool, a recreational area, and appurtenances thereto.

Section 2. No clothing, laundry, or wash shall be aired or dried on any portion of the Lots in any area other than in the rear yards of the Lots.

Section 3. No tree, hedge, or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.

Section 4. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an

annoyance or nuisance to the neighborhood. Owners shall, at all times, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance. Except for flower gardens, shrubs, and trees which shall be neatly maintained, all open Lot areas shall be maintained in lawns or other materials approved by the Architectural Review Board. All lawn areas shall be kept mowed and shall not be permitted to grow beyond a reasonable height.

Section 5. No sign of any kind that is illuminated and/or larger than two (2) square feet shall be displayed to the public view on any Lot, except temporary real estate signs not more than four square feet in area advertising the property for sale or rent and except as provided in Paragraph 1(a) above. All signs advertising the property for sale or rent shall be removed within three (3) days from the date of execution of any agreement of sale or rental.

Section 6. No horse, pony, cow, chicken, pig, hog, sheep, goat, or other domestic or wild animal shall be kept or maintained on any Lot; however, common household pets, such as dogs and cats, may be kept or maintained, provided that they are not kept, bred, or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding Lots or the neighborhood and are in compliance with applicable Henrico County ordinances.

Section 7. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

Section 8. No person shall paint the exterior of any building a color different than the original color of said building without the proposed color having been approved by the Architectural Review Board.

Section 9. The exteriors of all structures, including walls, doors, windows and roofs shall be kept in good maintenance and repair. No structure shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after the commencement of construction. In the event of fire, windstorm, or other damage, the exterior of no structure shall be permitted to remain in a damaged condition for longer than three (3) months.

Section 10. No structure or addition to a structure shall be erected, placed, altered, or externally improved on any Lot until the plans and specifications, including elevation, material, color, and texture and a site plan showing the location of all improvements with grading modifications shall be filed with and approved in writing by the Architectural Review Board. No alterations, additions, or improvements shall be made to any garage which would

defeat the purpose for which it was intended. Structure shall be defined to include any building or portion thereof, wall, fence, pool, pavement, driveway, or appurtenances to any of the aforementioned.

Section 11. No fence or enclosure shall be erected or built on any Lot until approved in writing by the Architectural Review Board as to location, material, and design. Any fence or wall built on any Lot shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. No junk vehicles, recreational vehicles, house trailers, or commercial or industrial vehicles such as, but not limited to, moving vans, trucks, tractors, trailers, vans, wreckers, hearses, buses, boats, boating equipment, travel trailers, or camping equipment, shall be regularly or habitually parked on any public or private streets within the Properties, on any Lot, on the Common Area, or otherwise within the boundaries of the Properties, except upon the written approval of the Architectural Review Board. The Association shall not be required to provide a storage area for these vehicles.

Section 13. No exterior television or radio antenna of any sort shall be erected or maintained on any Lot without the written approval of the Architectural Review Board, provided that the Association shall have the right to erect and maintain a master antenna on Association property.

Section 14. The provisions of Sections 5, 7, 8, 9, 10, 11, and 12 of this Article shall not apply to the construction or development of improvements on any Lot or the Common Area by a Declarant commencing within seven (7) years from the date of submission of said Lot to this Declaration,

Section 15. The Association shall have the authority to adopt such rules and regulations regarding this Article as it may from time to time consider necessary or appropriate.

ARTICLE VII. ARCHITECTURAL REVIEW BOARD

Section 1. Composition and Method of Selection. The Architectural Review Board shall be comprised of three (3) or more members appointed by the Board of Directors. Members shall serve staggered three (3) year terms, as determined by the Board of Directors.

Section 2. Removal and Vacancies. Members of the Architectural Review Board may be removed by the Board of Directors, with or without cause. Appointments to fill vacancies in unexpired terms shall be made in the same manner as the original appointment.

Section 3. Officers. At the first meeting of the Architectural Review Board following each Annual Meeting of Members, the Architectural Review Board shall elect from among themselves, a Chairman, a Vice-chairman, and a Secretary who shall perform the usual duties of their respective offices.

Section 4. Duties. The Architectural Review Board shall regulate the external design, appearance and locations of the Properties and improvements thereon in accordance with the covenants contained in Article VI and in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Architectural Review Board shall:

(1) Review and approve, modify or disapprove, within forty-five (45) days, all written applications of Owners and of the Association for improvements or additions to Lots or Common Areas in accordance with the covenants contained in Article VI. All applications not acted upon within forty-five (45) days shall be deemed approved.

(2) Periodically inspect the Properties for compliance with architectural standards and approved plans for alteration;

(3) Adopt architectural standards subject to the confirmation of the Board of Directors;

(4) Adopt procedures for the exercise of its duties; and

(5) Maintain complete and accurate records of all actions taken.

Section 5. Appeal. Any aggrieved party may appeal a decision of the Architectural Review Board to the Board of Directors.

ARTICLE VIII. EASEMENTS

Section 1. There is hereby granted a blanket easement to the Association, its directors, officers, agents, and employees, to any Manager employed by or on behalf of the Association, and to all policemen, firemen, ambulance personnel, and all similar persons to enter upon any part of the Properties, including all Lots, in the exercise of the functions provided by this Declaration and the Articles, Bylaws and Rules of the Association, in the event of emergencies, and in performance of governmental functions.

Section 2. The rights accompanying the easements provided by Section 1 of this Article shall be exercised only during reasonable daylight hours and then whenever practicable only after advance notice to any Owner or tenant

directly affected thereby when not an emergency situation or a governmental function.

Section 3. The Declarant, its agents and employees, shall have a right of ingress and egress over the Common Area as required for construction and development of the Properties.

Section 4. There shall be and is hereby reserved to the Declarant a nonexclusive easement over any Lot or any Common Area, for the purpose of installing, repairing, and/or maintaining utility lines of any sort including, but not limited to, storm drains and drainage swales, sanitary sewers, gas lines, electric lines and cables, water lines, telephone lines, telecommunication lines and cables, and the like. This easement shall automatically expire as to any Lot or Common Area seven (7) years from the date of submission of such Lot or Common Area to this Declaration.

Section 5. There shall be and is hereby reserved to the Declarant a nonexclusive easement over all Lots or any Common Area, for the purposes of correcting drainage, regrading, and of maintaining, landscaping, mowing, and erecting street intersection signs, directional signs, temporary promotional signs, entrance features and/or "theme areas," lights, and wall features and for the purpose or purposes of executing any of the powers, rights, or duties granted to or imposed on the Association in Article XI hereof. This easement shall automatically expire as to any Lot or Common Area seven (7) years from the date of submission of such Lot or Common Area to this Declaration.

Section 6.

(a) There is hereby granted to the Owner of each Lot upon which the exterior wall of a dwelling unit or structure, wall, fence, and/or a patio area has been constructed on the Lot line, and is not a party wall or party fence, contiguous with and parallel to such exterior wall, wall, fence, patio area and an area extending ten feet from each end of any such exterior wall, wall, fence or patio area, an easement seven (7) feet in width upon and over the Lot or Common Area immediately adjoining and contiguous with any such exterior wall, wall, fence, patio area and an area extending ten feet from each end of any such exterior wall, wall, fence, or patio area. -Such easements shall be for the sole purposes of permitting roof overhangs, projections, fireplace walls, gutters, downspouts, minor encroachments by improvements, drainage and the maintenance, repair or restoration of any exterior wall, wall, fence, and/or patio located on any Lot line. Such use is subject to the rights of any other easement holders, such as a public utility. Anything herein to the contrary notwithstanding, there shall be no easement along that portion of the exterior wall of any dwelling unit or structure which is a party wall or is contiguous to another exterior wall so as to permit an

adjoining Lot Owner to enter the dwelling unit or structure on the adjoining or adjacent Lot, except as provided in Article IX of this Declaration.

(b) The Owner of the Lot benefited by this easement shall protect and hold harmless the Owner of the Lot subject to the easement from any and all liens, claims or liabilities arising out of or connected with the use of the easement area by the Owner of the benefited Lot.

(c) The Owner of the benefited Lot shall have the right, at all reasonable times, to enter the easement in order to repair, maintain or restore any such exterior wall, wall, fence, and/or patio area located on the Lot line; provided, however, that, except in emergencies, such entry shall be allowed only during reasonable daylight hours; provided, further, that the Owner of the Lot subject to the easement shall have the right to use the easement area to the extent such use is not incompatible with the grant of the easement.

(d) The easements created by this Section 6 are hereby declared to be appurtenant to the benefited Lot and shall not be severed therefrom. The Owner of the Lot subject to the easement shall not take any other action which shall in any way restrict the use of the exterior wall, wall, fence, or patio by its Owner including, but not limited to, refraining from attaching any objects to such wall, such as wires, trellises, and plantings; defacing the wall in any manner, placing graphics or other design work (whether painted or otherwise) on the exterior wall; or using the wall as a playing surface for any sport. The Owner of the benefited Lot shall similarly be prohibited from attaching anything to such wall or from altering it in any way except as shall be approved by the Architectural Review Board.

(e) In the event of any dispute arising concerning easements created by this Section 6, which dispute cannot be resolved by all of the Owners of interest therein, each party shall choose one arbitrator, such arbitrators shall choose one additional arbitrator, and the dispute shall be resolved by a majority of all the arbitrators.

ARTICLE IX. PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwelling units upon the Properties and placed on the dividing line between two Lots to serve both Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The owners of contiguous Lots who have a party wall or party fence shall both have equal rights to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) Through the act of an Owner, his agents, guests, or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owner or Owners.

(b) Other than by the act of an Owner, his agents, guests, or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs With Land The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, which dispute cannot be resolved by all of the Owners of interest therein, each party shall choose one arbitrator, such arbitrators shall choose one additional arbitrator, and the dispute shall be resolved by a majority of all of the arbitrators.

Section 6. Easement. The Owner of each Lot is hereby granted an easement on and over each and every Lot and Common Area which is adjacent to such first Lot for all building and roof overhangs, projections, fireplace walls, gutters, downspouts, and other portions of the first Owner's buildings which extend or project into, onto, or over such adjacent Lots.

When any building or appurtenance extends to or over the lot line of an adjoining Lot, the Owner of said building shall have the right to enter upon a reasonable portion of such adjoining Lot at reasonable times for the purpose of performing repairs or maintenance of his building. Except as otherwise provided in this Declaration, such right of entry shall place no obligation on

the entering party to maintain the land entered upon, except to promptly restore any disturbed areas to their condition prior to the time of entry.

ARTICLE X. INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure the availability of sufficient funds for an Owner to restore his dwelling unit in case of damage or destruction, each Owner of a Lot shall maintain a fire and extended coverage insurance policy in an amount equal to the full replacement value (exclusive of land, excavation, and other items normally excluded from coverage), of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days written notice to the Association.

Such owner shall pay for such fire and extended coverage insurance when required by the policy therefor, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Lot.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE XI. POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Discretionary Powers and Duties. The Association shall have the following powers and duties which may be exercised at its discretion:

(a) To enforce any or all building restrictions which are imposed by the terms of this Declaration or which may hereafter be imposed on any part of the Properties. Provided, that nothing contained herein shall be deemed to prevent the Owner of any Lot from enforcing any building restrictions in his own name; the right of enforcement shall not serve to prevent such changes, releases or modifications of the restrictions or reservations placed upon any part of the Properties by any party having , the right to makes such changes, releases or modifications in the deeds, contracts, declarations, or plats in which such restrictions and reservations are set forth; and the right of enforcement shall not have the effect of preventing the assignment of those rights by the proper parties wherever and whenever such right of assignment exists. The expense and costs of any enforcement proceedings initiated by the Association shall be paid out of the general fund of the Association, as hereafter provided for;

(b) To provide such light as the Association may deem advisable on streets and for the maintenance of any and all improvements, structures, or facilities which may exist or be erected from time to time on any Common Area;

(c) To build facilities upon land owned or controlled by the Association;

(d) To use the Common Area and any improvements, structures or facilities erected thereon subject to the general rules and regulations established and prescribed by the Association and subject to the establishment of charges for their use;

(e) To mow and resow the grass and to care for, spray, trim, protect, plant, and replant trees and shrubs growing on the Common Area and to pick up and remove from said property and area all loose material, rubbish, filth, and accumulations of debris; and to do any other thing necessary or desirable in the judgment of the Association to keep the Common Area in neat appearance and in good order;

(f) To exercise all rights and control over any easements which the Association may from time to time acquire, including, but not limited to, those easements specifically reserved to the Association in Article VIII hereof;

(g) To create, grant and convey easements upon, across, over, and under all Association properties including, but not limited to, easements for the installation, replacement, repair, and maintenance of utility and service lines serving Lots within the Properties;

(h) To promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Common Area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces and restriction or prohibition of certain vehicles as provided in this Declaration;

(i) To create subsidiary corporations;

(j) To employ counsel and institute and prosecute such suits as the Association may deem necessary or advisable, and to defend suits brought against the Association;

(k) To employ from time to time such agents, servants and laborers as the Association may deem necessary in order to exercise the powers, rights, and privileges granted to it, and to make contracts.

Section 2. Mandatory Powers and Duties. The Association shall exercise the following rights, powers, and duties:

(a) To accept title to the Common Area and to hold and administer said property for the benefit and enjoyment of the owners and occupiers of Lots within the Properties. The purpose of this provision is to impose on the Association the obligation to accept title to any Common Area and to hold and maintain the same for the benefit of owners and occupants of Lots in the Properties.

(b) To make and enforce rules and regulations governing the use of the Common Area.

(c) To provide exterior maintenance upon each Lot and all improvements located thereon, including the following: repair, replace and maintain roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, glass surfaces, stoops, sidewalks, driveways, landscaping, patios, water connections from dwelling units to the water meters, and sewer connections from the dwelling units to the sewer mains, provided, however, that Lot Owners on Stanton Way and Timberly Waye shall repair, replace and maintain the Lot's driveways. Owners of Lots on Stanton Way shall be responsible for painting, repair, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, walks, stoops, sidewalks, driveways, landscaping, patios, and water connections from dwelling units to the water meters, and sewer connections from the dwelling units to the sewer mains. All restrictive covenants contained in Article VI, particularly Sections 8 through 11, remain applicable to all Lots and Owners are direct to, and are required to comply with, those provisions as well as any Architectural Standards and/or Guidelines adopted by the Board pursuant to Article VII, Section 4, as the same may be amended from time to time.

In the event the need for maintenance or repair to be provided by the Association pursuant to this Section 2(c) is caused through the willful or negligent act of an Owner, his family, guests, tenants or invitees, the cost of such maintenance or repair shall be charged to the Lot Owner as an assessment and charge upon the land in addition to the annual and special assessments.

Section 3. The Association shall obtain fidelity coverage against dishonest acts on the part of directors, officers, trustees, managers, employees, or agents responsible for handling funds collected and held for the benefit of the Association.

Section 4. The Association shall maintain a comprehensive policy of public liability insurance covering the Common Area. Such insurance policy shall contain a severability of interest clause or endorsement, which shall preclude

the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall • include all coverage in kinds and amounts commonly obtained with regard to projects similar in construction, location, and use. As long as the Declarant retains Class B membership status, the public liability insurance covering the Common Area may be maintained by the Declarant.

ARTICLE XII. RIGHTS OF MORTGAGEES

All Mortgagees shall have the following rights:

Section 1. A Mortgagee, upon written request, will be given written notification from the Association of the following:

(a) Any proposed action that would require the consent of a specified percentage of Mortgagees;

(b) Any default in the performance of any obligation under this Declaration or related Association documents by the Owner of a Lot that is the security for the indebtedness due the Mortgagee, which is not cured within sixty (60) days;

(c) Any casualty loss that affects a material portion of the Lot that is the security for the indebtedness due the Mortgagee;

(d) Any condemnation or eminent domain proceeding or proposed acquisition by a condemning authority that affects any portion of the Common Area or any Lot or portion thereof, which is related to the indebtedness due the Mortgagee;

(e) All meetings of the Association; and

(f) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 2. Any Mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to the Lot by the Mortgagee.

Section 3. A Mortgagee shall have the right to examine the books and records of the Association during normal business hours and upon reasonable notice to the Association.

Section 4. Provided that improvements have been constructed in the Common Area, and provided that a Mortgagee gives notice to the Association that it has relied on the value of the improvements in making a loan on the Properties, then such Mortgagee shall be further entitled to the following rights:

(a) Unless fifty-one percent (51%) of the Mortgagees and the Owners, as required by this Declaration or related Association documents, or if no provision is made for Owner approval, then two-thirds (2/3) of the Owners, have given their prior written approval, the Association shall not:

(i) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area or other property owned by the Association. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association, and the transfer of the Common Area, consistent with the then existing zoning ordinances of Henrico County, and Section 1(g) of Article IV of this Declaration, to or at the direction of the Declarant in connection with the orderly subdivision and development of the properties, shall not be deemed a transfer within the meaning of this clause;

(ii) Fail to maintain fire and extended coverage insurance on insurable parts of the common Area or other Association property on a current replacement-cost basis in an amount not less than one hundred percent (100%) of the insurable value, based on current replacement costs, not including land value;

(iii) Use hazard insurance proceeds for losses to the Common Area or other Association property for other than the repair, replacement, or reconstruction of such property; and

(iv) Add or amend any material provisions of this Declaration or related Association documents concerning the following:

1. Voting,
2. Assessments, assessment liens, or subordination of such liens,
3. Reserves for maintenance, repair, and replacement of those parts of the Common Area that may be replaced or require maintenance on a periodic basis,
4. Insurance or fidelity bonds,
5. Responsibility for maintenance and repair of the Properties,
6. Architectural controls,
7. Annexation or withdrawal of property to or from the Properties,

8. Leasing of the Properties,
9. Imposition of any right of first refusal or similar restriction on the right of a Lot Owner to sell, transfer, or otherwise convey his property,
10. A decision by the Association to establish self management when professional management had been required previously by a Mortgagee,
11. Restoration or repair of the Properties after a hazard damage or partial condemnation,
12. Termination of the legal status of the Association after substantial destruction or condemnation occurs,
13. Any provisions that are for the express benefit of Mortgagees.

An addition or amendment to this Declaration or related Association documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. A Mortgagee who receives a written request to approve additions or amendments that does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

(b) A Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The Mortgagee or Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association;

(c) The assessments imposed by the Association shall include an adequate reserve fund for maintenance, repairs, and replacements for those parts of the Common Area which may be replaced or require maintenance on a periodic basis. Such reserves shall be payable in regular installments rather than by special assessments;

(d) The Association shall cause the immediate repair, reconstruction or renovation of any damage to the Common Area or Association property unless a decision not to repair, reconstruct, or renovate is approved by all Mortgagees;

(e) In the event that there is a condemnation or destruction of the Common Area or other Association property, to the extent practicable, condemnation or insurance proceeds shall be used to repair or replace the condemned or destroyed property; and

(f) Should there be excess casualty insurance or condemnation proceeds after the renovation, repair, or reconstruction called for herein,

such excess proceeds may be distributed equally to the Owners, apportioned equally by Lot, subject, however, to the priority of a Mortgagee with regard to the proceeds applicable to the Lot securing said Mortgagee.

ARTICLE XIII. GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or thereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any right, provision, covenant, or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Association or an Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies, and privileges granted to the Association or any Owner pursuant to any term, provision, covenant, or condition of this Declaration shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Declaration, or at law or in equity.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of twenty (20) years. This Declaration may be amended only by agreement of Owners to which two-thirds of the votes in the Association appertain. Agreement of the required majority of Owners shall be evidenced by their execution of a written statement consenting to adoption of the amendment as forwarded to the Owners for review. Any amendment must be properly executed and acknowledged (in the manner required by law for the execution and acknowledgement of deeds) by the Association and recorded in the land records of Henrico County, Virginia.

Section 4. Special Amendment. For a period of one (1) year after the recording of this Declaration, the Declarant may make any Amendment required by any of the Federal Mortgage Agencies, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, or Henrico County,

Virginia, as a condition of the approval of the documents, by the execution and recordation of such amendment following notice to all Owners.

Section 5. Annexation of Additional Properties. The Association may, for twenty-one (21) years from the date hereof, annex additional areas and provide for maintenance, preservation and architectural control of residence Lots, and so add to its membership under the provisions of Article II, provided that any such annexation shall be authorized at a duly held meeting at which a quorum is present by the consent of more than two-thirds (2/3) of each class of the members voting in person or by proxy. After twenty-one (21) years, annexation may be made with the consent of all members. Provided, however, that during the seven (7) year period commencing with the date hereof, no such consent is required for the annexation of all or any portion of the real property, containing approximately 23.5 acres of land, described on Schedule C attached hereto and incorporated herein by reference,

Section 6. Management Contracts. For such time as the Declarant has Class B membership status, the Declarant shall have the right to enter into professional management contracts for the management of the Properties; provided, however, that once the Declarant loses its Class B Membership status, the Association shall have the right to terminate such contracts, with or without cause, upon ninety (90) days written notice given to the other party.

Section 7. Mutual Use Agreement. The Properties are subject to the easements and covenants contained in the Mutual Use Agreement, which entitles the Owners of all Lots to use and enjoy in perpetuity the Recreational Area described therein. All Owners shall comply with all provisions of the Mutual Use Agreement and all amendments thereto. Specifically, all Owners shall be responsible for the costs allocated to such Owner's Lot pursuant to the Mutual Use Agreement, which may for convenience purposes be included in the general assessments of the Association as provided in Section 2 of Article V of this Declaration.

Section 8. FHA/VA Approval. After initial approval of the Lots for FHA or VA financing for so long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

- (a) Annexation of additional properties, except the land within that certain tract described in Section 5 above;
- (b) Mergers, consolidations, and dissolution of the Association;
- (c) Mortgaging or dedication of the Common Area; and
- (d) Amendment of this Declaration of Covenants/ Conditions, and Restrictions.

EXECUTED on the date first written above by the duly authorized officer of the Association.

GAYTON GLEN HOMEOWNERS ASSOCIATION,
a Virginia Nonstock Corporation

By: _____
Gayle Hunter, President

CERTIFICATION PURSUANT TO VIRGINIA CODE § 55-515.2.F

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to wit:

The foregoing instrument was acknowledged this ____ day of _____, 2005, before, the undersigned Notary Public, by Gayle Hunter, President of Gayton Glen Homeowners Association, who did state that the requisite number of Board Members had ratified the aforesaid amendment.

Notary Public

My Commission Expires: