

DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR

THE WYNDHAM FOREST HOMEOWNER'S ASSOCIATION, INC.

THIS DECLARATION OF PROTECTIVE COVENANTS is made this 20th day of May, 1998, by SNYDER HUNT/WYNDHAM DEVELOPMENT CORPORATION, A Virginia Corporation, its successors or assigns (hereinafter referred to as a "Declarant"), and TRSTE, INC., TRUSTEE (hereinafter referred to as "Trustee") (collectively "Grantors" for indexing purposes).

RECITALS

Declarant is the owner of the real property (the "Properties") described in Exhibit "A" attached hereto and incorporated herein by reference. The Properties (as defined herein) are subject to a certain Credit Line Deed of Trust, Assignment and Security Agreement dated December 23, 1997, and recorded in the land records of Henrico County in Deed Book 2771 at Page 1394, on December 30, 1997, wherein Declarant conveyed the Properties to the Trustees to secure FIRST UNION NATIONAL BANK, a national banking association (hereinafter referred to as "First Union" or "Beneficiary"). Declarant and Trustees, with the consent of First Union, intend by this Declaration to impose upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Properties. Declarant and Trustees, with the consent of First Union, desire to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or hereafter subject to this Declaration.

DECLARATIONS

Declarant and Trustees, with the consent of First Union, hereby declare that all of the property described in Exhibit "A" and any additional property which is hereafter subject to this Declaration by Supplemental Declarations (as defined herein) shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subject to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs,

M. Chadwick  
14:09

successors, successors-in-title, and assigns, and shall inure to the benefit of each owners thereof. The recitals are incorporated herein and made a part hereof.

ARTICLE I  
DEFINITIONS

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration, any Supplemental Declaration or other applicable covenants, or by contract or agreement, become the responsibility of Association.

Section 2. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of The Wyndham Forest Homeowner's Association, Inc., as filed with the Secretary of the State Corporation Commission of the Commonwealth of Virginia.

Section 3. "Association" shall mean and refer to The Wyndham Forest Homeowner's Association, Inc., a Virginia nonprofit nonstock corporation, its successors or assigns. The use of the term "association" or "associations" in lower case shall refer to any condominium association or other owners' association having concurrent jurisdiction over any part of the Properties.

Section 4. "Base Assessment" shall mean and refer to assessments levied equally against all Units in the Properties to fund Common Expenses.

Section 5. "Board of Directors" or "Board" shall be and refer to the elected body of the Association having its normal meaning under Virginia corporate law.

Section 6. "Bylaws" shall mean and refer to the Bylaws of The Wyndham Forest Homeowner's Association, Inc., as they may be amended from time to time.

Section 7. "Class "B" Control Period" shall mean and refer to the period of time during which the Class "B" member is entitled to appoint a majority of the members of the Board of Directors, as provided in Article III, Section 2, of the Bylaws.

Section 8. "Clerk's Office" shall mean and refer to the Clerk's office of the Circuit Court of Henrico County, Virginia.

Section 9. "Common Area" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of every Owner, subject only to the limitations set forth in Article II, Section 1 hereof. Common Area may, but is not required to, include any Private Amenities, as defined herein. The recordation by Declarant of a subdivision plat, condominium plats and plans, or any other plat recorded by the Declarant in the Clerk's Office shall constitute the granting by Declarant to the Association of a non-exclusive easement in common with Declarant for the use, benefit, and enjoyment of all areas designated thereon, provided that Declarant shall have the right to amend, relocate or terminate any such easement comprising Common Area by recording an amendment to any such plat in the Clerk's Office at any time prior to the termination of the Class "B" Control Period. Common Area shall also include any real or personal property (including property in which the Association has previously been granted an easement) which may be conveyed in fee by deed from the Declarant to the Association at any time. The Association shall be obligated to accept as Common Area any property or interest therein conveyed to it by the Declarant.

Section 10. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Unit Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association, but shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction or installation of infrastructure, original capital improvements, or other original construction costs unless approved by Voting Members representing a majority of the total Class "A" vote of the Association.

Section 11. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors or the New Construction Committee.

Section 12. "Declarant" shall mean and refer to Snyder

Hunt/Wyndham Development Corporation, a Virginia Corporation. Declarant may designate a successor declarant or declarants to take and hold some or all of its respective rights, powers, privileges and obligations as Declarant under this Declaration, by written instrument recorded in the Clerk's Office.

Section 13. "Development Property" shall mean and refer to the property described in Exhibit "A" and all or a portion of the property described on Exhibit "B" which Declarant may from time to time anticipate subjecting to this Declaration. Inclusion of property in Exhibit "B" shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion or absence of property described on Exhibit "B" from the Development Property bar its later annexation in accordance with Article IX hereof.

Section 14. "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 15. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 16. "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

Section 17. "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

Section 18. "Neighborhood" shall mean and refer to each separately developed residential area comprised of one (1) or more housing types subject to this Declaration, whether or not governed by an additional owners' association, in which owners may have common interests other than those common to all Association Members.

Section 19. "Neighborhood Assessments" shall mean assessments levied against the Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as more particularly described in Article XI, Section 4, hereof.

Section 20. "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by the Association for

the benefit of Owners of Units within a particular Neighborhood or Neighborhoods, as more particularly authorized herein.

Section 21. "Owner" shall mean and refer to the record owner of any Unit including builders and contract sellers, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Section 22. "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 23. "Private Amenities" shall mean certain real property and the improvements and facilities thereon located adjacent to, in the vicinity of, or within the Properties, which are privately owned and operated by the Declarant, the Association or Persons other than the Association for recreational and related purposes, on a club membership basis or otherwise.

Section 24. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter subject to this Declaration by supplemental Declaration.

Section 25. "Recreational Facilities" shall mean certain real property and the improvements and facilities thereon located adjacent to, in the vicinity of, or within the Properties, which are privately owned and which may be operated by the Association or Persons other than the Association for recreational and related purposes, on a club membership basis or otherwise.

Section 26. "Special Assessment" shall mean and refer to assessments levied in accordance with Article XI, Section 5 hereof.

Section 27. "Supplemental Declaration" shall mean an amendment or Supplement to this Declaration which subjects additional property to this Declaration and/or imposes additional restrictions and obligations on the land described therein.

Section 28. "Unit" shall mean a portion of the Properties, whether developed or undeveloped, intended for development, use, and occupancy as an attached or detached residence for a single family. "Developed" as used herein shall mean a Unit which has been conveyed by deed or recorded contract of sale and for which an

occupancy use permit or certificate of occupancy has been issued. "Undeveloped" as used herein shall mean any Unit conveyed by the Declarant or its successors or assigns to a builder by deed or recorded contract of sale and for which an occupancy use permit or certificate of occupancy has not been issued.

Section 29. "Voting Group" shall mean one (1) or more Voting Members who vote on a common slate for election of directors to the Board of Directors of the Association, as more particularly described in Article IV, Section 3(b) hereof or, if the context permits, the group of Members who Units are represented thereby.

Section 30. "Voting Member" shall mean and refer to the representative selected by the Members of each Neighborhood to be responsible for casting all votes attributable to Units in the Neighborhood on all matters requiring a voting membership, unless otherwise specifically provided in this Declaration or the Bylaws to be voted upon.

## ARTICLE II PROPERTY RIGHTS

Section 1. General. Every owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to:

(a) This Declaration, and any restrictions or limitations contained in any deed conveying such property to the Association;

(b) the right of the Board to adopt other rules regulating the use and enjoyment of the Common Area;

(c) the right of the Board to assess charges against an Owner for his or his families', tenants', guests', residents' or other invitees', violation of any provision of this Declaration, Bylaws or rules of the Association, after notice and an opportunity for a hearing have been provided to the Owner pursuant to state law;

(d) the right of the Board to suspend the voting rights or the right of an Owner to use facilities or services, including

utility services, provided directly, through the Association for nonpayment of assessments which are more than sixty (60) days past due, to the extent that access to the lot through the Common Areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any owner, tenant or occupant, if any (i) for any period during which any charge against such Owner's Unit remains delinquent for more than sixty (60) days, and (ii) for a period not to exceed sixty (60) days for a single violation or for a longer period in the case of any continuing violation, of the Declaration, Bylaws or rules of the Association, after notice and an opportunity for a hearing have been provided to the Owner pursuant to state law;

(e) the right of the Association, acting through the Board, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements set forth in Article XV hereof;

(f) the right of the Association to impose reasonable membership requirements and charge reasonable admission or other fees for the use of any recreational facility situated upon the Common Area; and

(g) the right of the Board to permit nonmember use of any recreational facility situated on the Common Area upon payment of use fees established by the Board.

## Section 2. Delegation of Use.

Any Owner may delegate his or her right of use and enjoyment to the members of his or her family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all of such rights to the Unit's lessee unless the Owner notifies the Board in writing that he/she has retained all or a portion of such rights. Should, however, any Owner desire to lease or rent its Unit, the lease or rental agreement shall contain specific conditions which require the lessee/renter to abide by all Association covenants, rules and regulations, and any Owner desiring to rent or lease a Lot further covenants that the lessee/renter will be provided a complete set of all Association covenants, rules and regulations. A tenant's

violation of the Association's Declaration, Bylaws, rules and/or regulations shall constitute a default under the lease for which the Association, on behalf of the Owner, may seek any remedies available at law or equity, including the eviction of the tenant on behalf of and as agent for the Owner, after ten (10) days written notice to the Owner and his or her failure to evict said tenant or lessee.

Section 3. Private Amenities.

(a) Neither membership in the Association nor occupancy of a Unit shall confer any ownership interest in or right to use any Private Amenities. Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as may be determined by the Private Amenities' respective owners. Such owners shall have the right, in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and also shall have the right to reserve use rights and to terminate use rights altogether.

(b) No representations or warranties have been or are made by the Declarant or any other person with regard to the continuing ownership or operation of the Private Amenities, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment to this Declaration executed or joined into by the Declarant. Further, the ownership or operational duties of and as to the Private Amenities may change at any time and from time to time by virtue of, but without limitation: (i) the sale to or assumption of operations by an independent entity; or (ii) conversion of the membership structure to an "equity" club or similar arrangement whereby the members of the Private Amenities or an entity owned or controlled thereby become the owner(s) and/or operator(s) of the Private Amenities; or (c) the conveyance of the Private Amenities to one or more affiliates, shareholders, employees or independent contractors of the Declarant. No consent of the Association, any Neighborhood Association, or any Owner shall be required to effectuate such a transfer or conversion.



ARTICLE III  
RECREATIONAL FACILITIES

Currently, there are no Recreational Facilities of any kind planned for the neighborhoods of Wyndham Forest. The Declarant may, at its sole discretion, construct on any Additional Property, Recreational Facilities which may include, without limitation, lake front facilities, play areas, pool, trails, tennis courts, a clubhouse and associated parking areas and support facilities. The foregoing is not intended to constitute an undertaking by Declarant to construct any particular amenities or facilities. If the Declarant constructs such facilities, after completion of all or portion of such facilities, members of the Association and other occupants of Units in good standing shall have the right to use such facilities. The Declarant may, in its discretion, convey or lease such facilities to the Association or a third party. In the event such facilities are conveyed or leased to the Association, all Owners shall automatically have the right to use such Recreational Facilities, and the Association shall collect all costs associated with the operation, maintenance, repair, replacement and insurance of such facilities which costs shall be deemed a common expense.

Rights to use the Recreational Facilities will be granted only to such persons, and on such terms and conditions, as may be determined by the Recreational Facilities' respective owners, if other than the Association. Such owners shall have the right, in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Recreational Facilities, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and also shall have the right to reserve use rights and to terminate use rights altogether.

No representations or warranties have been or are made by the Declarant or any other person with regard to the continuing ownership or operation of the Recreational Facilities, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment to this Declaration executed or joined into by the Declarant. Further, the ownership or operational duties of and as to the Recreational Facilities may change at any time and from time to time by virtue of, but without limitation: (a) the sale to or assumption of

operations by an independent entity; (b) conversion of the membership structure to an "equity" club or similar arrangement whereby the members of the Recreational Facilities or an entity owned or controlled thereby become the owner(s) and/or operator(s) of the Recreational Facilities; or (c) the conveyance of the Recreational Facilities to one or more affiliates, shareholders, employees or independent contractors of the Declarant. No consent of the Association or any Owner shall be required to effectuate such a transfer or conversion.

ARTICLE IV  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner, as defined in Article I, Section 21 hereof, shall be deemed to have a membership in the Association. No Owner, whether one or more Persons, shall have more than one membership per Unit owned. In the event a Unit is owned by more than one Person, all such co-owners shall be entitled to the privileges of membership, subject to the restrictions on voting set forth in Section 2 of this Article and in the Bylaws, and all such co-owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association. The foregoing does not include persons or entities, which 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 Unit which is subject to assessments.

Section 2. Voting. The Association shall have two classes of Membership, Class "A" and Class "B".

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Member, if any.

Class "A" Members shall be entitled to one equal vote for each Unit in which they hold the interest. Unless otherwise specified in this Declaration or the Bylaws, the vote for each Unit

shall be exercised by the Voting member, as defined in Article I, representing the Neighborhood of which the Unit is a part. The Voting member may cast all such votes as it, in its discretion, deems appropriate.

(b) Class "B". The Class "B" Member shall be the Declarant. The rights of the Class "B" Member are specified elsewhere in the Declaration and the Bylaws. The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as specified in Article III, Section 2, of the Bylaws. After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board of Directors and any committee as provided in Article III, Section 3, of the Bylaws. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

(i) two years after expiration of the Class "B" Control Period pursuant to Article III of the Bylaws; or

(ii) when, in its discretion, the Declarant so determines.

### Section 3. Neighborhoods and Voting Groups.

(a) Neighborhoods. Every Unit shall be located within a Neighborhood as defined in Article I, Section 18 hereof. The Units within a particular Neighborhood may be subject to additional covenants and/or the Unit owners may all be members of another owners' association ("Neighborhood Association") in addition to the Association, but no such Neighborhood Association shall be required except in the case of a condominium or otherwise as required by law.

(b) Voting Groups. In order to promote representation on the Board of Directors for various groups having dissimilar interests, the Declarant shall establish Voting Groups for election of directors to the Board. Each Voting Group shall be entitled to elect the number of directors specified in the Bylaws. Any other members of the Board of Directors shall be elected at large by all Voting Members without regard to Voting Groups.

The Declarant shall establish Voting Groups not later

than the date of expiration of the Class "B" Control Period by filing with the Association and in the Clerk's Office a Supplemental Declaration identifying each Voting Group and designating the Units within each group. Such designation may be amended from time to time by Declarant, acting alone, at any time prior to the expiration of the Class "B" Control Period. Until such time as Voting Groups are established by Declarant, or in the event that Declarant fails to establish Voting Groups, all Units shall be assigned to the same Voting Group.

#### ARTICLE V MAINTENANCE

Section 1. Association Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, which shall include the Common Areas, landscaped areas within public rights-of-way and on any public utility easement within the Properties (subject to the terms of any easement agreement relating thereto), such portions of any additional property within the Area of Common Responsibility as may be dictated by this Declaration or by a contract or agreement for maintenance thereof by the Association, and any property identified in Section 2 hereof.

The Association may maintain other property which it does not own, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. In the event the need for the maintenance, repair or replacement is caused through the willful or negligent act of the Owner, his family or guest, permittees or other invitees, the cost of such maintenance, repair or replacement shall be added to and become a part of the assessment to which the Unit is subject.

There are hereby reserved to the Association blanket easements over the Properties as necessary to enable the Association to fulfill responsibilities under this Section.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to allocated among all Units, subject to the right of the Association to seek reimbursement from other persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration

or other agreements.

The Association shall also be responsible for maintenance, repair and replacement of property within any Neighborhood to the extent designated in any Supplemental Declaration affecting the Neighborhood. All costs of maintenance pursuant to this paragraph shall be assessed as a Neighborhood Assessment only against the Units within the Neighborhood to which the services are provided.

Section 2. Owner's Responsibility. Except as may be provided by another association, each Owner shall maintain his or her Unit and all structures, parking areas and other improvements comprising the Unit including, without limitation, any drainage swales located within the Unit Property regardless of what other Units or Common Area the drainage swale may serve.

All maintenance required by this section shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants.

Section 3. Neighborhood's Responsibility. Upon resolution of the Board of Directors, the Owners of Units within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, costs of the Neighborhood maintenance. This may include, without limitation, the costs of maintenance of any right-of-way and ponds or wetlands within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; provided, however, all Neighborhoods which are similarly situated shall be treated the same.

Any Neighborhood having responsibility for maintenance of all or a portion of the property within a particular Neighborhood pursuant to additional covenants affecting the Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any such Neighborhood fails to perform its maintenance responsibility as required herein and in any additional covenants, the Association may perform it and assess the costs against all Units within such Neighborhood as provided in Article XI, Section 4, hereof.

Section 4. Party Walls and Party Fences.

(a) General Rules of Law to Apply. Each wall which is

built as a part of the original construction of the residences (excluding fences) upon the Units and which is placed on the dividing line between two (2) Units so as to be common with, or immediately adjacent to and touching a wall of the residence on the other Unit (i.e., a town or cluster home), 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.

(b) Sharing of Repair Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with subsection (c) of this section.

(c) Disputes. Upon any dispute arising concerning a party wall, any Owner may seek to have such dispute resolved by the Board of Directors, by providing written notice of such intention to the other Owner and the Chairman of the Board of Directors. The Board of Director's decision (i) must be in writing, but no reason need be given, and (ii) shall be final and binding on the parties to the dispute. Any party, including the Board of Directors, may be represented by counsel in connection with the presentation of a case before the Board of Directors. The Board of Directors may delegate its role in the foregoing proceedings to the Neighborhood Association or Neighborhood Committee for the Neighborhood in which the dispute arises.

(d) Non Applicability. To the extent, but only to the extent, any provision of this Article is inconsistent with the provisions of any condominium instruments creating a condominium within Wyndham Forest, the Virginia Condominium Act, or the concept of condominium ownership, such provisions shall not apply to party walls between Units when such Units are condominium Units.

Section 5. Best Management Practice Facilities. Currently there are no retention ponds planned or proposed within the Development Properties. However, to the extent that the Declarant is subsequently required to install retention ponds as a result of

approved plans or conditions required by the County of Henrico, Virginia (the "County"), then the Declarant shall construct and locate such retention ponds within the Development Properties as required by best management practices (the "BMPs") to control storm water runoff required by the County. The Association shall provide maintenance for the BMPs serving the Developmental Properties to ensure that the BMPs are and remain in proper working condition in accordance with approved design standards and with applicable legal requirements. The Association shall be responsible for the short-term maintenance such as routine grass cutting and litter pick-up. The long-term maintenance of the BMPs shall be the responsibility of the County Department of Public Works. The Declarant, the County, their agents and contractors shall have an easement to enter upon any Unit and all Common Area, whether improved or unimproved, for the purpose of inspecting, operating, and repairing the BMPs, as necessary.

#### ARTICLE VI INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Area. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Area of Common Responsibility, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, employees or agents, or any other person who has a right to occupy a Unit.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, workers' compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, and flood insurance, if reasonably available.

Premiums for all insurance on the Area of Common

Responsibility shall be Common Expenses, which shall be included in the Base Assessment.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons.

Section 2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket "all-risk" property insurance on the Unit(s) and structures constructed thereon meeting the same requirements as set forth in Section 1 of this Article VI for insurance on the Common Area.

Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his Unit, the Board may impose requirements regarding the standards for rebuilding or reconstructing structures on the Unit on the standard for returning the Units to their natural state in the event the structures are not rebuilt or reconstructed.

Section 3. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall provide with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75%) of the total Class "A" vote of the Association decide within sixty (60) days after the casualty not to repair or reconstruct.

No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area or common property of a Neighborhood Association shall be repaired



or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area or to the common property of any Neighborhood Association shall not be repaired or reconstructed and no alternative improvements are authorized, then the affected portion of the Properties shall be cleared of all debris and ruins and maintained by the Association, or the Neighborhood Association, as applicable, in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Section 4. Repair and Reconstruction. If the damage or destruction to the Common Area or to the common property of a Neighborhood Association for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Voting Members, levy a special assessment against those Owners of Units responsible for the premiums for the applicable insurance coverage under Section 1 of this Article. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

#### ARTICLE VII NO PARTITION

Except as is permitted in the Declaration or amendments thereto, there shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

#### ARTICLE VIII CONDEMNATION

Whenever all or any part of the Common Area shall be taken by

any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association pursuant to Section 55-516.2 of the Code of Virginia, 1950, as amended.

ARTICLE IX  
ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Annexation Without Approval of Class "A" Membership. Declarant shall have the unilateral right, privilege, and option from time to time and at any time to annex any property, described in Exhibit "B" or any other property, whether such property is now owned or subsequently owned by the Declarant (or any successor) which is adjacent or contiguous to or located within a two (2) mile radius of property already forming part of the Association measured from the then existing boundary of the Association, into the Association and subject said annexed property to this Declaration. For purposes of this Section, adjacent or contiguous property includes any property which is separated from property forming part of the Association by a natural or man-made barrier including, but not limited to any lakes, rivers, roadways, paths or other barrier. Such annexation shall be accomplished by filing in the Clerk's office a Supplemental Declaration annexing such property.

Declarant shall have the unilateral right to transfer to any other Person the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Section 2. Annexation with Approval of Class "A" Membership. Subject to the consent of the owners thereof, the Association may annex real property other than that described on Exhibit "B" or which Declarant now owns or subsequently becomes the owner of, to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of the Voting Members representing a majority of the Class "A" votes of the Association (other than those held by Declarant present at a meeting duly called for such purpose and of the Declarant, so

long as Declarant owns property subject to this Declaration or which may become subject hereto in accordance with Section 1 of this Article.

Section 3. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibits "A" or "B", which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Section 4. Withdrawal of Property. Declarant reserves the unilateral right to amend this Declaration at any time so long as it holds an unexpired option to annex additional property pursuant to this Article IX, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Properties then owned by the Declarant, its affiliates, or the Association from the provisions of this Declaration; provided such withdrawal is not unequivocally contrary to the overall uniform scheme of development for the Properties.

Section 5. Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the property submitted to this Declaration initially or by Supplemental Declaration to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners thereof and obligating such Owners to pay the costs incurred by the Association through Neighborhood Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the Owner(s) of such property, of other than the Declarant.

Section 6. Amendment. This Article shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B" hereof or susceptible of being subject to this Declaration.

# ARTICLE X RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and condition hereof and consistent with the Community-Wide Standard.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions for violations of this Declaration, the Bylaws, or rules and regulations of the Association may include reasonable monetary charges and/or suspension of the right to vote and/or the right to use any recreational facilities or parking areas on the Common Area.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege and/or the proper administration of the Association.

## ARTICLE XI ASSESSMENTS

Section 1. Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in Section 8 of this Article. Each Owner of a developed Unit, by acceptance of a deed or recorded contract of sale for any portion of the

Properties, is deemed to covenant and agree to pay these assessments. Each Owner of an undeveloped Unit is deemed to covenant and agree to pay only fifty percent (50%) of the annual assessment levied by the Association against a developed Unit. In no event shall the Declarant or its successors and assigns be required to pay any assessments described herein.

All assessments, together with interest (at a rate equal to the greater of eight percent (8%) per annum, or the legal rate of interest as defined in Section 6.1-330.53 of the Code of Virginia, as the same may be amended from time to time), as computed from the date of delinquency first occurs, late charges, costs, costs of collection and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made until paid. Each such assessment, together with interest, late charges, costs, costs of collection and reasonable attorneys' fees also shall be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose, and, in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors.

Section 2. Non-Payment and Remedies. The Board of Directors shall take such prompt action as may be necessary to collect any assessment for common expenses or any installment thereof due from any Unit Owner which remains unpaid beyond the due date. The Board of Directors shall have the authority to establish the date on which any payment(s) is late and deemed to be in default. Upon a default by a Unit Owner, the delinquent Unit Owner, in addition to all other charges, including interest, costs and attorneys' fees, shall also be liable for a late fee in an amount to be established by the Board of Directors. If payment of the total assessments, or of any installment thereof, including special assessments, is not made on or before the date of default, the entire balance of assessments due on the account for the Unit for the remainder of the fiscal year shall be accelerated and due in full. Upon default, the Board may in its discretion, turn the account over to legal

counsel.

If turned over to counsel, all costs and reasonable attorneys' fees actually incurred by the Association from the inception of counsel's involvement with the account through resolution, if any, regardless of whether litigation has been initiated to enforce payment of the delinquent assessments, shall be added to the delinquent account. If payment in full of the amounts then due is not received by legal counsel or the Association within ten (10) days after the notice of legal action has been sent, a Memorandum of Lien may be filed against the Unit Owner's Unit and may include: any and all applicable late fees, interest, costs, reasonable attorneys' fees actually incurred and accelerated assessment amounts through the end of the fiscal year. The attorneys' fees and costs secured by the Memorandum of Lien shall be separate and independent of any costs and attorneys' fees actually incurred by the Association in any effort by the Association taken personally against a delinquent Unit Owner to enforce payment of any past due assessments. Non-receipt or lack of notice claimed by the delinquent Owner shall not prevent the Association from filing a lien within the statutory deadline. Upon default, the Association may, in its discretion, file a civil suit against the delinquent Unit Owner, and the Association may initiate any available foreclosure remedy to enforce payment of the debt.

If an account remains delinquent after the filing of a lien or civil suit, legal counsel for the Association shall take other appropriate legal action to collect the amounts due unless directed otherwise by the Board of Directors. If the Association receives from any Unit Owner, in any accounting year, two or more checks returned for insufficient funds for payment of assessments or other charges, the Board may require all future payments to be made by certified check, cashier's check or money order for the remainder of the fiscal year. The Association is not restricted by any election of remedies and may simultaneously proceed with legal action against a delinquent Owner's property, including foreclosure, and the delinquent Owner personally, as well as initiate any restrictions against a Unit Owner as may be authorized by the Board in accordance with the Declaration and Bylaws.

Any payment that is received by legal counsel or the Association and which does not pay the Unit Owner's account balance with the Association in full, shall be credited first to the oldest

debt in each category described below until each category is paid in full, in the following order:

1) Charges for the actual costs and reasonable attorneys' fees incurred by the Association subsequent to the delinquent account being turned over to legal counsel for the prosecution of an action to enforce payment of the debt, regardless of the results of litigation or whether litigation has been initiated against the delinquent Unit Owner;

2) all returned check charges;

3) all late fees;

4) interest;

5) unpaid installments of the annual assessments or special assessments which are not the subject matter of suit in the order of their coming due; and

6) unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due.

In the event of a delinquency by a Unit Owner, the Board of Directors may reject any offer of partial payment and demand payment in full of all amounts owed to the Association. Any waiver by the Board granted specifically to any Unit Owner's assessment account of any of the fees and costs established herein or in the Bylaws or any Rule and Regulation, shall be, on a case by case basis, if at all, and in no way shall it constitute a waiver of the Board's authority to enforce payment of all amounts owed in accordance with this Declaration.

The Association shall be entitled to collect all fees and costs of collection, including reasonable attorneys' fees, and every Owner by accepting a deed to property in the Association, whether so expressed in the deed or not, covenants and agrees to pay the same. The obligation to pay assessments is a separate and independent covenant on the part of each Owner, and no Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association's Common Area, and facilities thereon, or abandonment of his or her Unit.

For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may: (i) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of the Declarant; or (ii) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local area of the Properties. The Declarant in its sole discretion may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Area or any of the improvements maintained by the Association shall be given in connection with such loan.

Section 3. Computation of Base Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared, as provided in Section 6 of this Article. The budget may also include, at the Board's discretion, any amounts necessary to furnish all equipment, material, labor and other items necessary to provide waste and recycling collection or any other services for each Unit or on a community-wide or neighborhood basis.

The Base Assessments to be levied against each Unit for the coming year shall be set at a level which is reasonably expected to produce total income to the Association equal to the total budgeted Common Expenses, including reserves.

The Board shall cause a copy of the Common Expense budget and notice of the amount of the Base Assessment to be levied against each Unit for the following year to be delivered to each Owner prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved at a meeting of the Association by the members or their alternatives representing at least a majority of the total Class "A" vote in the Association, and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of



considering the budget except on petition of the membership as provided for special meetings in the Association's Bylaws, which petition must be presented to the Board within ten (10) days of delivery of the notice of assessments.

Notwithstanding the foregoing, however, in the event the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 4. Computation of Neighborhood Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Association for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. Neighborhood Expenses shall be allocated equally among all Units within the Neighborhood benefitted thereby and levied as a Neighborhood Assessment. The budget may also include, at the Board's discretion, any amounts necessary to furnish all equipment, material, labor and other items necessary to provide waste and recycling collection and any other services for any or all Neighborhoods.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Unit in the Neighborhood for the coming year to be delivered to each Owner of a Unit in the Neighborhood prior to the beginning of the fiscal year. Such budget and assessment shall become effective upon adoption by the Board.

In the event the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

#### Section 5. Special Assessments.

(a) Entire Membership. The Board of Directors may levy Special Assessments from time to time pursuant to Section 55-514 of the Virginia Property Owners' Association Act, Section 55-508 et seq. of the Code of Virginia, 1950, as amended. Special

Assessments shall be levied against the entire membership in such manner as the Board determines equitable.

(b) Less Than All Members. The Board of Directors may levy a Special Assessment against any Member individually and against such Member's Unit or any Neighborhood to reimburse the Association for costs incurred in bringing a Member and his Unit or the Neighborhood into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, or the Association rules, which Special Assessment may be levied upon the vote of the Board after notice to the member and an opportunity for a hearing.

Section 6. Lien for Assessment. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, unless otherwise provided for by the Virginia Property Owners' Association Act, Section 55-508 et seq. of the Code of Virginia, 1950, as amended.

Prior to recording a memorandum of lien, a written notice shall be sent to the Owner by certified mail, at the Owner's last known address, informing the Owner that a memorandum of lien will be recorded in the circuit court clerk's office of Henrico County, Virginia. This notice shall be sent at least ten (10) days before the actual filing date of the memorandum of lien. Such lien, when delinquent, may be enforced by suit, judgment, and/or judicial or nonjudicial foreclosure in accordance with Virginia law, as amended.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and

attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 7. Reserve Budget and Capital Contribution. The Board of Directors may, but need not, annually prepare and develop a reserve budget to take into account the number and nature of replacement assets, the expected life of each asset, and the expected repair or replacement. The Board may then required capital contribution in an amount sufficient to permit meeting the projected need of the Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of assessments, as provided in Sections 2 and 3 of this Article.

Section 8. Date of Commencement of Assessments. The obligation to pay the assessments provided for herein shall commence at closing upon conveyance of the Unit, whether developed or undeveloped, to a person or party other than the Declarant, its successors or assigns.

Section 9. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges and costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquired, its successors and assigns.

Section 10. Capitalization of Association. Upon acquisition of record title to a Unit by the first purchaser thereof other than

the Declarant or a builder, the Owner shall contribute to the working capital of the Association an amount equal to fifty percent (50%) of the then annual assessment not to exceed Three Hundred Dollars (\$300.00). This amount shall be in addition to, not in lieu of, the annual Base Assessment levied on the Unit and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the Association's general operating fund and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws.

Section 11. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, and Special Assessments:

- (a) all Common Area;
- (b) all Property dedicated to and accepted by any governmental authority or public utility, including without limitation, public schools, public streets, and public parks, if any; and
- (c) all Property owned by the Declarant or its successors and assigns.

## ARTICLE XII

### ARCHITECTURAL STANDARDS

No structure shall be placed, erected or installed upon any Unit, no construction (which term shall include within its definition staking, clearing, excavation, grading and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained pursuant to Sections 1 and 2 below. However, this Article shall not apply to the activities of the Declarant, nor to construction or improvements or modifications to the Common Area by or on behalf of the Association. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land

subject to this Declaration or subject to annexation to this Declaration.

All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of an architect or building designer.

Section 1. New Construction Committee. The new Construction Committee ("NCC") shall consist of at least two (2), but not more than five (5) persons and shall have exclusive jurisdiction over all original construction on any portion of the properties. Until one hundred percent (100%) of the Properties have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, who shall serve at the discretion of the Declarant. All appeals during the Class "B" Control Period as defined in Article IV, Section 2(b) hereof shall be to the Declarant and not the Association's Board of Directors. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by the Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC, who shall serve and may be removed at the discretion of the Board of Directors.

The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines governing construction within the Properties, which shall include application and review procedures to be followed in submitting an application for approval hereunder ("Design Guidelines"). The NCC shall have sole and full authority to modify and to amend the Design Guidelines from time to time without the consent of any Owner. In the event that the NCC fails to approve or disapprove plans submitted to it by Owners, builders and developers, or to request additional information reasonably required, within sixty (60) days after submission thereof, the plans shall be deemed approved.

Section 2. Modifications Committee. The Board of Directors may establish a Modifications Committee ("MC") to consist of at least two (2) and not more than five (5) persons, all of whom shall be appointed by, and shall serve at the direction of, the Board of Directors. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on

or to existing Units or structures containing Units and the open space, if any, appurtenant thereto. The MC may, however, delegate this authority to the appropriate board or committee of any Neighborhood Association in its sole discretion, subject to its right to revoke and reassume jurisdiction at any time by written notice. The NCC shall have the right to veto any action taken by the MC which the NCC determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the NCC.

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

Section 4. Variance. The NCC may authorize from compliance with any of its guidelines and procedures when unique circumstances dictate such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations.

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

Section 6. No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and neither the NCC nor the MC shall bear any responsibility for ensuring the structural integrity or soundness of approval construction or modifications, nor for ensuring compliance with building codes and other ornamental requirements. Neither the Declarant, the Association, the Board of Directors, any committee, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approval construction or modifications to any Unit.

any, serving the Unit. Parking shall be permitted on public streets only in accordance with all state and county laws and ordinances.

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

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

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets may be permitted in a Unit. All pet animals must be secured by a leash or lead and under the control of a responsible person and obedient to that person's command at any time they are permitted outside a residence on the Unit property or Common Area. Each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees and invitees and to the Association, for any and all damage to person or property caused by any such pet brought upon or kept on the

ARTICLE XIII  
USE RESTRICTIONS

The Properties shall be used only for residential recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business or sales offices for the Declarant or the Association as may more particularly be set forth in this Declaration and amendments hereto. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners, occupants, invitees and licensees, if any, until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of Voting Members representing a majority of the total Class "A" votes in the Association and by the Class "B" Member, so long as such membership shall exist.

Section 1. Signs. A single "for sale" or "for lease" sign shall be permitted on any Unit being offered for sale or for lease, provided it does not exceed two (2) square feet or as regulated and permitted by Section 24-104(b)(6) the Henrico County Code. Notwithstanding the above, no sign on any Unit shall exceed two (2) feet by three (3) feet in size. No other signs of any kind shall be erected within the Properties or on the Common Areas, including any Unit if visible from outside the Unit, without the written consent of the Board of Directors, except entry and directional signs installed by Declarant or the Association.

Section 2. Parking and Prohibited Vehicles.

(a) Parking. Vehicles owned, leased or operated by an Owner or an occupant or his tenant, guest, family member or other invitee shall be parked only in the garage or driveway serving the Unit, or in such other paved areas as have been designated by the Board of Directors for parking vehicles. A maximum of two (2) vehicles may be parked outside the garage on any paved area, if



Properties by such Owner or by his family, guests, permittees, or invitees. Each Owner keeping pets on his or her Unit will comply with all requirements of law applicable to such animal. The Board of Directors shall have the power to adopt, publish, amend and enforce rules and regulations governing the keeping of pets by members of the Association and their families and guests and to establish penalties for the infraction thereof.

Section 5. Quiet Enjoyment. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties.

Section 6. Unsightly or Unkept Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkept condition of his or her Unit. The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken on any part of the Properties.

Section 7. Antennas. No satellite dishes in excess of one meter in diameter shall be allowed on any Unit property. To the extent it is reasonable, the preferred location and installation site for satellite dishes which are one meter or less in diameter shall be only in the rear of a dwelling or in the rear portion of the Unit property. If such preferred locations preclude an acceptable quality of reception on any Unit property, then the Owner shall notify the Association in writing, through its Board of Directors, of such concern. Such notification shall include the appropriate documentation related to preclusion of reception and designate other sites on the Unit upon which the Owner wishes to locate and install the satellite dish. Satellite dishes which are one meter or less in diameter should be reasonably screened from view from any other Unit or Common Area and should be painted in a fashion that will not interfere with reception so that it blends into the background against which it is mounted.

Section 8. Subdivision of Unit and Time Sharing. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replat or resubdivide any Unit or Units owned by

Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

No Unit shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to replat any Unit or Units owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

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

Section 9. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. As set forth in Article V, Section 3 hereof, Unit Owners are responsible for the maintenance and repair of any drainage swales located within the Unit Property regardless of what other Units or Common Area the drainage swale may serve.

Section 10. Wetlands, Rivers and Other Water Bodies. No use of the wetlands, rivers, ponds, streams, or other bodies of water of water within the Area of Common Responsibility, if any, shall be permitted without the prior approval of Board of Directors; provided, if any such use is permitted, it shall be subject to the Declarant's and Association's superior use rights as provided below and to all rules and regulations that may be promulgated by the Board of Directors.

The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of bodies of water within or adjacent to the Properties. No docks, piers, or other structure shall be constructed on or over any body of water within the Properties,

except such as may be constructed by the Declarant or the Association.

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

Section 11. Playground. No jungle gyms, swing sets or similar playground equipment shall be erected or installed on any Unit without prior written approval of the Modifications Committee in accordance with Article XII hereof.

Section 12. Fences. No hedges, walls, dog runs, animal pens or fences of any kind shall be permitted on any Unit except as approved in accordance with Article XII hereof.

Section 13. Business Use. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may, as determined and approved in the sole discretion of the Board, conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties.

Section 14. Leasing of Units.

(a) Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit

by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) Leasing Provision.

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

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

ARTICLE XIV  
GENERAL PROVISIONS

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

Section 2. Amendment. Prior to the conveyance of the first Unit, Declarant may unilaterally amend this Declaration. After

such conveyance, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is: (a) to effect technical deletions, additions and revisions to the Declaration but which do not alter the substantive rights of those Owners or Mortgagees; (b) necessary to bring any provision hereof into compliance with any applicable government statutes, rule or regulation, or judicial determination; (c) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (d) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Company Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; (e) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; or (f) necessary to annex any additional property into the Association; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibits "A" or "B" for development as part of the Properties, the Declarant may unilaterally amend this Declaration for any other purpose.

Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five percent (75%) of the total Class "A" votes in the Association, including seventy-five percent (75%) of Class "A" votes held by Members other than the Declarant, and the consent of the Class "B" Member, so long as such membership exists. In addition, the approval requirements set forth in Article XV hereof shall be met, if applicable.

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

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

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

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

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

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

on property which it owns or within easements designated for such purposes on recorded plats of the Properties.

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

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

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

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to Henrico County and/or Hanover County, Virginia, or to any other local, state or federal governmental entity, subject to such approval requirements as may be contained in Article XV hereof.

Section 5. Easement for Units located on Zero Lot Lines. Each Unit located upon a zero lot line is declared to have an eight foot (8') private easement and the same is granted by the Declarant, over each adjoining Unit and the Common Area, as the

case may be, for construction, drainage, and maintenance access to the Unit.

Section 6. Easement for Overhanging Roofs and Eaves. Each Unit upon which there is a party wall or upon which a wall of a residence is permitted to abut the side boundary line of the Unit and its Owner are declared to have an easement and the same is granted by the Declarant, over each adjoining Unit and the Common Area, as the case may be, for overhanging roofs and eaves attached to improvements of the Unit, provided, however, that such encroachments may not exceed one (1) foot or as permitted by Section 24-95(i)(1) of the Henrico County Code. Notwithstanding the above, no encroachment shall exceed one (1) foot. No easement shall be created in favor of a Unit of the encroachment occurred due to the willful misconduct of the Unit Owner.

Section 7. Easement for Hedges and Fences. Each Unit and its Owner are declared to have an easement and the same is granted by the Declarant, for encroachments on adjoining Units or Common Area, as the case may be, due to hedges or fences, if any, (which shall have been previously approved by the New Construction Committee, belonging to such Unit, to the extent such hedge or fence encroaches on adjoining Units or Common Area, provided such encroachments do not exceed one (1) foot or interfere with the use of any improvements on the servient property. No such easement shall be created in favor of an Owner if the encroachment occurred due to the willful misconduct of the Owner.

Section 8. Easements for River and Pond Maintenance and Flood Water. Declarant reserves for itself and its successors, assigns and designees the non-exclusive right and easement, but not the obligation, to enter upon the rivers, ponds, streams and wetlands located within the Area of Common Responsibility to fulfill its maintenance responsibility as provided in this Declaration. Declarant's rights and easements provided in this Section 7 shall be transferred to the Association at such time as Declarant shall cease to own property subject to the Declaration, or such earlier time as Declarant may decide, in its sole discretion.

The Declarant, the Association and their designees shall have an access easement over and across any of the Properties abutting or containing any portion of any of the rivers, ponds, streams or wetlands to the extent reasonably necessary to exercise their



rights and responsibilities under this Section.

Section 9. Easements to Serve Additional Property. The Declarant and its duly authorized agents, representatives and employees, as well as its successors, assigns, licensees and mortgagees, shall have and there is hereby reserved an easement over the Common Areas for the purposes of enjoyment, use, access and development of the Additional property described in Exhibit "B" attached hereto and by this reference incorporated herein, whether or not such Additional Property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities on Additional Property.

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

Section 10. Severability. Invalidity 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 11. Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Unit for emergency, security and safety reasons, to perform maintenance pursuant to Article V hereof, and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws, any Supplemental Declaration and the rules of the Association; provided nothing herein shall authorize any person to enter any dwelling or other building constructed on a Unit without permission of the Owner unless reasonably believed to be necessary to avoid an imminent threat of personal injury or personal damage.

Section 12. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 13. Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any Neighborhood and the Association may, but shall not be required to, enforce the covenants, conditions and provisions of any Neighborhood; provided, however, in the event of conflict between or among such covenants and restrictions and provisions of any articles of incorporation, Bylaws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of any Neighborhood shall be subject and subordinate to those of the Association. The foregoing priorities shall apply, but be limited to, the liens for assessments created in favor of the Association.

Section 14. Compliance. Every Owner and occupant of any Unit shall comply with all lawful provisions of this Declaration, the Bylaws, and the rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association acting through its Board of Directors, or, in a proper case, by any aggrieved Unit Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the Bylaws. All rights, remedies and privileges granted to the Association pursuant to any terms, provision, covenant or condition of this Declaration, the Bylaws or state law shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Declaration or at law or in equity. The Association shall also be entitled to receive its costs and attorneys' fees in any action brought against an Owner and/or occupant.

Section 15. Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Unit, such Owner shall give the Board of Directors at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Unit hereunder, including payment of assessments, notwithstanding the

transfer of title to the Unit.

Section 16. Use of the Words "Wyndham Forest" or The Wyndham Forest Homeowner's Association, Inc." No Person, Owner, Resident, or Member shall use the words "Wyndham Forest" or "The Wyndham Forest Homeowner's Association, Inc." or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the terms in printed or promotional matter where such term or terms are used solely to specify that the particular property is located within Wyndham Forest and The Wyndham Forest Homeowner's Association, Inc. in which case Owners shall be entitled to use the words "Wyndham Forest" and "The Wyndham Forest Homeowner's Association, Inc."

Section 17. Use of Club Facilities. Owner(s) acknowledge that memberships entitling use of THE DOMINION CLUB recreational facilities ("Club Facilities") are being offered by THE DOMINION CLUB, INC. (the "Club") and not the Declarant. Owner acknowledges that the Club Facilities are private property and that the Club has the right to determine from time to time how and by whom they shall be used, if at all. Notwithstanding any provisions or representation to the contrary, Owner acknowledges that, by purchasing or paying for a Unit or by acquiring membership in The Wyndham Forest Homeowner's Association, Inc., Owner does not acquire any vested right or easement, prescriptive or otherwise, to use or to continue to use the Club Facilities, nor does Owner acquire any ownership or membership interest in the Club Facilities.

Section 18. Security. The Wyndham Forest Homeowner's Association, Inc. may, but is not obligated to maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, HOWEVER, AND NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY UNIT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS,, THE DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE NEW CONSTRUCTION AND MODIFICATIONS COMMITTEES DO NOT REPRESENT OR

WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT OR THE NEW CONSTRUCTION OR MODIFICATIONS COMMITTEES MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY UNIT, AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE FOUNDATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, THE DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

ARTICLE XV  
MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgagee on Units in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the street address of the Unit to which its Mortgage relates, therefore becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which U affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed on a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Declaration, or By-Laws relating to such Unit or the Owner or occupant thereof which is not cured within sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

Section 2. Actions Requiring Approval of Eligible Mortgage Holders. To the extent possible under Virginia law:

(a) Any restoration or repair of the Properties after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of Voting Members representing sixty-seven percent (67%) of the total Association vote and the approval of the Eligible Holders of the first Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

(c) Any election to terminate the Association under circumstances other than substantial destruction or a substantial taking in condemnation shall require the consent of Voting Members representing at least sixty-seven percent (67%) of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of the Eligible Holders of first Mortgages on Units to which at least sixty-seven percent (67%) of the votes of Units subject to a Mortgage are allocated.

(d) Any material amendment to the Declaration, By-Laws, or Articles of Incorporation of the Association shall require the

consent of Voting Members representing at least sixty-seven percent (67%) of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of Eligible Holders of first Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to a Mortgage held by an Eligible Holder are allocated. An amendment which changes the provisions for any of the following shall be considered material:

- (i) voting rights;
- (ii) assessments, assessment liens, or subordination of such liens;
- (iii) reserves for maintenance, repair, and replacement of the Common Area;
- (iv) responsibility for maintenance and repair of the Properties;
- (v) rights to use the Common Area;
- (vi) boundaries of any Unit;
- (vii) expansion or contraction of the Properties or the addition, annexation, or withdrawal of Properties to or from the Association;
- (viii) insurance or fidelity bonds;
- (ix) leasing of Units;
- (x) imposition of any right of first refusal or similar restriction of the right of any owner to sell, transfer, or otherwise convey his or her Unit;
- (xi) establishment of self-management by the Association where professional management has been required by an Eligible Holder; or
- (xii) any provisions included in the Declaration, By-Laws or Articles of Incorporation which are for the express benefit of holders, guarantors or insurers of first Mortgages on

Units.

Section 3. Additional Requirements. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least sixty-seven percent (67%) of the first Mortgagees or Voting Members representing at least sixty-seven percent (67%) of the total Association vote entitled to be cast thereon consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner of a Unit (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Properties regarding assessments for Neighborhoods or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);

(c) by act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees 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 casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and First Mortgagees making such payment shall be entitled to immediate reimbursement from the Association.

Section 4. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the First Mortgagee of any Unit in a case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 5. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Section 6. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 7. Applicability of Article XV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Virginia law or any of the acts set out in this Article.

Section 8. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

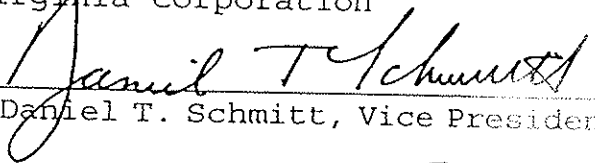


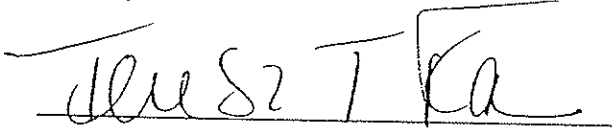
ARTICLE XVI  
DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein or in the Bylaws, as applicable, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Clerk's Office.

IN WITNESS WHEREOF, the undersigned Declarant, Trustees and Beneficiary have executed this Declaration this 20<sup>th</sup> day of May, 1998.

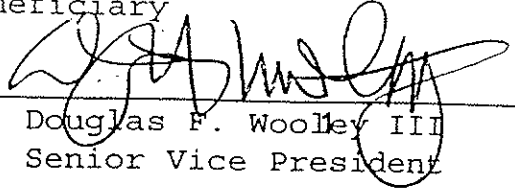
SNYDER HUNT/WYNDHAM  
DEVELOPMENT CORPORATION,  
a Virginia Corporation

  
By: Daniel T. Schmitt, Vice President

  
TRSTE, INC., TRUSTEE

TERESA T. FALLON, AVP

FIRST UNION NATIONAL BANK,  
a national banking association,  
Beneficiary

  
By: Douglas F. Woolley III  
Senior Vice President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Henrico, to-wit:

I, Mary S. Marge, a Notary Public in and for the jurisdiction aforesaid, so certify that the foregoing Declaration of Covenants, Conditions and Restrictions was executed and acknowledged before me this 20th day of May, 19 98, by DANIEL T. SCHMITT, as Vice President of SNYDER HUNT/WYNDHAM DEVELOPMENT CORPORATION, a Virginia corporation, on behalf of such corporation.

My Commission expires: 12-31-01

Mary S. Marge  
Notary Public

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF RICHMOND, to-wit:

I, DONNA S. SHELTON, a Notary Public in and for the jurisdiction aforesaid, so certify that the foregoing Declaration of Covenants, Conditions and Restrictions was executed and acknowledged before me this 20th day of MAY, 19 98, by TERESA T. FALLON, on behalf of TRSTE, INC., Trustee for First Union National Bank.

My Commission expires: 7/31/02

Donna S. Shelton  
Notary Public

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF RICHMOND, to-wit:

I, ANNA S. SHELTON, a Notary Public in and for the jurisdiction aforesaid, so certify that the foregoing Declaration of Covenants, Conditions and Restrictions was executed and acknowledged before me this 20th day of MAY, 19 98, by Douglas F. Woolley III, Senior Vice President of First Union National Bank, a Virginia corporation, Beneficiary, on behalf of such corporation.

My Commission expires: 7/31/02

Anna S. Shelton  
Notary Public

EXHIBIT A  
SUBMITTED LAND

WYNDHAM FOREST SECTION 1  
LEGAL DESCRIPTION

Beginning at the intersection of the eastern boundary of the right of way line of Nuckols Road and the southern boundary of the right of way line of Wyndham Forest Drive. Thence with the southern boundary of the right of way line of Wyndham Forest Drive in an easterly direction with four (4) courses and distances: (1) N  $42^{\circ}56'18''$  W 36.13 feet to a point; (2) Thence N  $86^{\circ}08'00''$  E 17.84 feet to a point; (3) Thence along a circular curve to the left having a delta angle of  $08^{\circ}51'55''$ , a radius of 1201.00 feet, and an arc length of 185.83 feet to a point (4) Thence N  $77^{\circ}16'05''$  E 62.76 feet to a point on said right of way line.

Thence leaving the southern boundary of the right of way line of Wyndham Forest Drive in an easterly direction with southern boundary of the proposed Wyndham Forest Drive extended (Wyndham Forest, Section 2) with five (5) courses and distances: (1) Along a circular curve to the left having a delta angle of  $35^{\circ}46'04''$ , a radius of 401.79 feet, and an arc length of 250.82 feet to a point; (2) Thence N  $41^{\circ}30'00''$  E 40.91 feet to a point; (3) Thence along a circular curve to the left having a delta angle of  $34^{\circ}45'00''$ , a radius of 531.00 feet, and an arc length of 322.05 feet to a point; (4) Thence N  $06^{\circ}45'00''$  E 133.03 feet to a point; (5) Thence along a circular curve to the right having a delta angle of  $38^{\circ}54'48''$ , a radius of 416.00 feet, and an arc length of 282.53 feet to a point on said southern boundary of the proposed Wyndham Forest Drive extended. Thence N  $12^{\circ}43'55''$  W 13.81 feet to a point on the western boundary of Wyndham Forest, Section 1, said point being the Actual Point and Place of Beginning for "Wyndham Forest Section 1, 44 lots.


Thence with the western boundary of "Wyndham Forest - Section 1, 44 Lots" in a northerly direction with twenty-three (23) courses and distances:

- (1) N  $16^{\circ}03'10''$  W 483.88 feet to a point;
- (2) Thence N  $82^{\circ}00'00''$  E 358.71 feet to a point;
- (3) Thence N  $10^{\circ}00'00''$  W 145.76 feet to a point;
- (4) Thence N  $20^{\circ}54'53''$  W 44.68 feet to a point;

- (5) Thence N  $12^{\circ}30'00''$  W 161.81 feet to a point;
- (6) Thence S  $87^{\circ}00'00''$  W 356.27 feet to a point;
- (7) Thence N  $08^{\circ}06'00''$  W 179.23 feet to a point;
- (8) Thence N  $12^{\circ}36'40''$  W 226.71 feet to a point;
- (9) Thence S  $81^{\circ}00'00''$  W 390.24 feet to a point;
- (10) Thence N  $86^{\circ}57'02''$  E 54.86 feet to a point;
- (11) Thence along a circular curve to the left having a delta angle of  $17^{\circ}45'03''$ , a radius of 445.00 feet, and an arc length of 137.87 feet to a point;
- (12) Thence S  $78^{\circ}00'00''$  E 196.92 feet to a point;
- (13) Thence S  $15^{\circ}26'20''$  E 989.17 feet to a point;
- (14) Thence S  $76^{\circ}30'00''$  W 60.00 feet to a point;
- (15) Thence S  $53^{\circ}30'00''$  W 154.74 feet to a point;
- (16) Thence along a circular curve to the left having a delta angle of  $01^{\circ}15'42''$  a radius of 345.00 feet, and an arc length of 7.60 feet to a point;
- (17) Thence S  $36^{\circ}00'00''$  W 345.00 feet to a point;
- (18) Thence S  $54^{\circ}00'00''$  E 80.90 feet to a point;
- (19) Thence S  $36^{\circ}02'06''$  W 50.00 feet to a point;
- (20) Thence N  $54^{\circ}00'00''$  W 27.25 feet to a point;
- (21) Thence S  $47^{\circ}12'00''$  W 202.54 feet to a point;
- (22) Thence S  $77^{\circ}50'50''$  W 260.62 feet to a point; and
- (23) Thence N  $12^{\circ}43'55''$  W 331.85 feet to a point, said point being the Point and Place of Beginning for "Wyndham Forest - Section 1, 44 Lots" and containing 16.598 acres.

EXHIBIT B  
ADDITIONAL PROPERTY

INSTRUMENT #21696  
RECORDED IN THE CLERK'S OFFICE OF  
HENRICO COUNTY ON  
MAY 20, 1998 AT 02:09PM  
YVONNE G. SMITH, CLERK

BY:  (DC)

067170

OK 3529PG1809

Tax Map I.D.#'s  
Attached on Exhibit "A"

AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE WYNDHAM FOREST HOMEOWNER'S ASSOCIATION, INC.

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WYNDHAM FOREST HOMEOWNER'S ASSOCIATION, INC. is made this 29 day of August, 2003, by HHHUNT/WYNDHAM DEVELOPMENT CORPORATION, a Virginia Corporation and successor-in-interest to Snyder Hunt/Wyndham Development Corporation (hereinafter referred to as a "Declarant" and "Grantor" for indexing purposes).

\*\*\*\*\*WITNESSETH\*\*\*\*\*

WHEREAS, by Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated May 20, 1998, and recorded in the Clerk's Office for the Circuit Court of Henrico County, Virginia in Deed Book 2808 at Page 1937, as amended, the Wyndham Forest Homeowner's Association, Inc. (the "Association") was established upon certain real property in Henrico County, Virginia more particularly described in said Declaration; and

WHEREAS, the Declarant still owns property described in Exhibit "B" of the amended Declaration;

WHEREAS, Article XIV, Section 2 of the Declaration provides that as long as it "still owns property described in Exhibits "A" or "B" for development as part of the Properties, the Declarant may unilaterally amend this Declaration for any other purpose";

WHEREAS, the Declarant desires to clarify certain provisions of the Declaration with respect to voting by the members, through amending the Declaration;

NOW, THEREFORE, pursuant to rights reserved by Declarant, and in accordance with Article XIV, Section 2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Article I, Section 10 of the Declaration shall be amended so that the amended version of Article I, Section 10 of the Declaration, in its entirety, provides as follows:

*Section 10. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Unit Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the*

*Articles of Incorporation of the Association, but shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction or installation of infrastructure, original capital improvements, or other original construction costs unless approved by a majority of the total Class "A" votes of the Association.*

2. Article I, Section 29 of the Declaration titled "Voting Group" shall be deleted in its entirety.

3. Article I, Section 30 of the Declaration titled "Voting Member" shall be deleted in its entirety.

4. Article IV, Section 2(a) of the Declaration shall be amended so that the amended version of Article IV, Section 2(a) of the Declaration, in its entirety, provides as follows:

*(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Member, if any.*

*Class "A" Members shall be entitled to one equal vote for each Unit in which they hold the interest and shall be entitled to vote on all matters requiring a vote of the membership in accordance with the Articles of Incorporation, Declaration and Bylaws and the Code of Virginia.*

5. Article IV, Sections 3(a) and 3(b) of the Declaration shall be deleted in their entirety and replaced with the amended version of Article IV, Section 3 of the Declaration which, in its entirety, provides as follows:

*Section 3. Neighborhoods. Every Unit shall be located within a Neighborhood as defined in Article I, Section 18 hereof. The Units within a particular Neighborhood may be subject to additional covenants and/or the Unit owners may all be members of another owners' association ("Neighborhood Association") in addition to the Association, but no such Neighborhood Association shall be required except in the case of a condominium or otherwise as required by law.*

6. Article VI, Section 3(b) of the Declaration shall be amended so that the amended version of Article VI, Section 3(b) of the Declaration, in its entirety, provides as follows:

*(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total Class "A" Members of the Association vote to decide within sixty (60) days after the casualty not to repair or reconstruct.*



7. Article VI, Section 4 of the Declaration shall be amended so that the amended version of Article VI, Section 4 of the Declaration, in its entirety, provides as follows:

*Section 4. Repair and Reconstruction. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against those Owners of Units responsible for the premiums for the applicable insurance coverage under Section 1 of this Article. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.*

8. Article IX, Section 2 of the Declaration shall be amended so that the amended version of Article IX, Section 2 of the Declaration, in its entirety, provides as follows:

*Section 2. Annexation with Approval of Class "A" Membership. Subject to the consent of the owners thereof, the Association may annex real property other than that described on Exhibit "B" or which Declarant now owns or subsequently becomes the owner of, to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of a majority of the Class "A" Members of the Association (other than those held by Declarant) present at a meeting duly called for such purpose and of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject hereto in accordance with Section 1 of this Article.*

9. The introduction of Article XIII of the Declaration shall be amended so that the amended version of the introduction of Article XIII of the Declaration, in its entirety, provides as follows:

#### USE RESTRICTIONS

*The Properties shall be used only for residential recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business or sales offices for the Declarant or the Association) as may more particularly be set forth in this Declaration and amendments hereto. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.*

*The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners, occupants, invitees and licensees, if any, until*

*and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of a majority of the total Class "A" Members in the Association and by the Class "B" Member, so long as such membership shall exist.*

10. The second paragraph of Article XIV, Section 2 of the Declaration shall be amended so that the amended version of Article XIV, Section 2 of the Declaration, in its entirety, provides as follows:

*Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five percent (75%) of the total Class "A" votes in the Association and the consent of the Class "B" Member, so long as such membership exists. In addition, the approval requirements set forth in Article XV hereof shall be met, if applicable.*

11. Article XV, Sections 2(b), 2(c) and 2(d) of the Declaration shall be amended so that the amended versions of the Article XV, Section 2(b), 2(c) and 2(d) of the Declaration, in their entirety, provide as follows:

*(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval by vote of sixty-seven percent (67%) of the Class "A" Members and the approval of the Eligible Holders of the first Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.*

*(c) Any election to terminate the Association under circumstances other than substantial destruction or a substantial taking in condemnation shall require the consent of at least sixty-seven percent (67%) of the Class "A" votes of the Members and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of the Eligible Holders of first Mortgages on Units to which at least sixty-seven percent (67%) of the votes of Units subject to a Mortgage are allocated.*

*(d) Any material amendment to the Declaration, By-Laws, or Articles of Incorporation of the Association shall require the consent of at least sixty-seven percent (67%) of the Class "A" votes of the Members and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of Eligible Holders of first Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to a Mortgage held by an Eligible Holder are allocated. An amendment which changes the provisions for any of the following shall be considered material:*

- Area;*
- (i) *voting rights;*
  - (ii) *assessments, assessment liens, or subordination of such liens;*
  - (iii) *reserves for maintenance, repair, and replacement of the Common*
  - (iv) *responsibility for maintenance and repair of the Properties;*
  - (v) *rights to use the Common Area;*
  - (vi) *boundaries of any Unit;*
  - (vii) *expansion or contraction of the Properties or the addition, annexation, or withdrawal of Properties to or from the Association;*
  - (viii) *insurance or fidelity bonds;*
  - (ix) *leasing of Units;*
  - (x) *imposition of any right of first refusal or similar restriction of the right of any owner to sell, transfer, or otherwise convey his or her Unit;*
  - (xi) *establishment of self-management by the Association where professional management has been required by an Eligible Holder; or*
  - (xii) *any provisions included in the Declaration, By-Laws or Articles of Incorporation which are for the express benefit of holders, guarantors or insurers of first Mortgages on Units.*

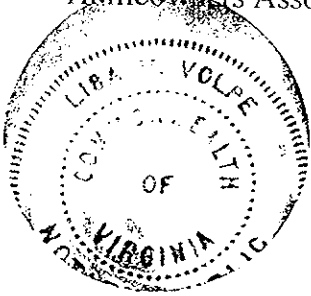
12. The introduction to Article XV, Section 3 of the Declaration shall be amended so that the amended versions of the introduction of Article XV, Section 3 of the Declaration, in its entirety, provide as follows

*Section 3. Additional Requirements. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least sixty-seven percent (67%) of the first Mortgagees or sixty-seven percent (67%) of the vote of the Class "A" Members consent, the Association shall not:*

:

13. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment To The Declaration Of Covenants, Conditions And Restrictions For The Wyndham Forest Homeowners Association, Inc., this 29<sup>th</sup> day of August, 2003.



HHHUNT/WYNDHAM DEVELOPMENT CORPORATION, a Virginia Corporation  
By: Daniel T. Schmitt, Vice President

*[Signature of Daniel T. Schmitt]*

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF HENRICO

do-wit:

I, Daniel T. Schmitt, a Notary Public in and for the jurisdiction aforesaid, so certify that the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for the Wyndham Forest Homeowner's Association, Inc. was executed and acknowledged before me this 29<sup>th</sup> day of August, 2003, by DANIEL T. SCHMITT, as Vice President of HHHUNT/WYNDHAM DEVELOPMENT CORPORATION, a Virginia corporation, on behalf of such corporation.

My Commission expires: 1/31/2005.

*[Signature of Lisa M. Volpe]*  
Notary Public

## EXHIBIT "A"

10-5-A-10	10-5-E-5	10-6-A-2	10-6-B-27
10-5-A-11	10-5-E-200	10-6-A-3	10-6-B-28
10-5-A-12	10-5-C-11	10-6-A-4	10-6-B-29
10-5-A-13	10-5-C-12	10-6-A-5	10-6-B-30
10-5-A-14	10-5-C-13	10-6-A-6	10-6-B-31
10-5-A-15	10-5-C-14	10-6-A-7	10-6-B-32
10-5-A-16	10-5-C-15	10-6-A-8	10-6-B-33
10-5-A-17	10-5-C-16	10-6-A-9	10-6-B-100
10-5-A-18	10-5-C-17	10-6-A-10	10-6-B-101
10-5-A-19	10-5-C-18	10-6-A-11	10-6-B-102
10-5-A-20	10-5-C-19	10-6-A-12	10-6-B-103
10-5-A-21	10-5-C-201	10-6-A-13	10-6-B-29
10-5-A-22	10-5-A-24	10-6-A-14	10-6-C-1
10-5-A-23	10-5-A-25	10-6-A-15	10-6-C-2
10-5-B-7	10-5-A-26	10-6-A-16	10-6-C-3
10-5-B-8	10-5-A-27	10-6-A-17	10-6-C-4
10-5-B-9	10-5-A-28	10-6-A-18	10-6-C-5
10-5-B-10	10-5-A-29	10-6-A-19	10-6-C-6
10-5-B-11	10-5-A-30	10-6-A-20	10-6-C-7
10-5-B-12	10-5-A-31	10-6-B-1	10-6-C-8
10-5-B-13	10-5-A-32	10-6-B-2	10-6-C-10
10-5-B-14	10-5-E-6	10-6-B-3	10-6-C-11
10-5-B-200	10-5-E-7	10-6-B-6	10-6-C-12
10-5-C-1	10-5-E-8	10-6-B-7	10-6-C-13
10-5-C-2	10-5-E-9	10-6-B-8	10-6-C-14
10-5-C-3	10-5-E-10	10-6-B-9	10-6-C-15
10-5-C-4	10-5-E-11	10-6-B-10	10-6-C-16
10-5-C-5	10-5-E-201	10-6-B-11	10-6-C-17
10-5-C-6	11-1-A-1	10-6-B-12	10-6-C-100
10-5-C-7	11-1-A-2	10-6-B-13	10-6-C-101
10-5-C-8	10-5-A-3	10-6-B-14	10-6-D-1
10-5-C-9	11-1-A-4	10-6-B-15	10-6-D-2
10-5-C-10	11-1-A-5	10-6-B-16	10-6-D-3
10-5-C-20	11-1-A-6	10-6-B-17	10-6-D-4
10-5-C-200	11-1-A-7	10-6-B-18	10-6-D-5
10-5-D-1	10-5-A-8	10-6-B-19	10-6-D-6
10-5-D-2	10-5-A-9	10-6-B-20	10-6-D-7
10-5-D-3	11-1-A-100	10-6-B-21	10-6-D-8
10-5-D-4	10-5-B-1	10-6-B-22	10-6-D-9
10-5-D-5	10-5-B-2	10-6-B-23	10-6-D-10
10-5-E-1	10-5-B-3	10-6-B-24	10-6-D-11
10-5-E-2	10-5-B-4	10-6-B-25	10-6-D-12
10-5-E-3	10-5-B-5	10-6-B-26	10-6-D-13
10-5-E-4	10-6-A-1	10-6-B-27	10-6-D-14

BK 3529PG 1816

10-6-D-15  
10-6-D-16  
10-6-D-17  
10-6-D-18  
10-6-D-19  
10-6-D-20  
10-6-D-21  
10-6-D-22

10-6-D-23  
10-6-D-24  
10-6-D-25  
10-6-D-26  
10-6-D-27  
10-6-D-28  
10-6-D-100  
10-6-D-101

10-5-E-1  
10-5-F-1  
10-5-F-2  
10-5-F-3  
10-5-F-4  
10-5-F-5  
10-5-F-6  
10-5-F-7

10-5-F-8  
10-5-F-9  
10-6-B-4  
10-6-B-5  
10-6-B-34  
10-6-B-35  
10-6-B-36  
10-6-B-104

INSTRUMENT #067170  
RECORDED IN THE CLERK'S OFFICE OF  
HENRICO COUNTY ON  
AUGUST 29, 2003 AT 03:44PM  
YVONNE G. SMITH, CLERK

BY: \_\_\_\_\_ (DC)

**SUMMARY OF SUPPLEMENTAL DECLARATIONS**  
**Wyndham Forest Homeowners' Association, Inc.**

Section	Date of Supplemental Declaration	Deed Book	Page Number (Sup. Dec.)	Page Number (Land Description)
3	September 16, 1998	2844	1543	1546
5	March 19, 1999	2912	0948	0950
4	March 31, 1999	2902	1669	1672
6	October 14, 1999	2954	2201	2204
7	October 31, 2000	3053	1978	1984
8	October 31, 2000	3053	1986	1992
9	October 31, 2000	3053	1885	1891
Chappell Ridge, Section I	October 31, 2000	3053	1893	1899

Furthermore, a Deed of Correction, Ratification and Confirmation of the Supplemental Declarations of Covenants, Conditions and Restrictions for the Wyndham Forest Homeowners' Association, Inc. was recorded on October 29, 1999, in Deed Book 2959, page 1209 to correct the inaccurate reference made in previous Supplemental Declarations' from Snyder Hunt/ Wyndham Development Corporation to HHHunt/ Wyndham Development Corporation, successor-in-interest to Snyder Hunt/ Wyndham Development Corporation.

**Copies of Supplemental Declarations are available upon request by calling the Wyndham Forest Homeowners' Association office at (804) 762-4800.**