

**VIRGINIA LAND RECORD COVER SHEET** Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

**FORM A - COVER SHEET CONTENT**

Instrument Date: 8/13/2024

Instrument Type: DEC

62

Tax Exempt?

Grantor:

Grantee:

Number of Parcels:

1 . . . . .

Number of **Pages**:

60

LOUISA COUNTY

CIRCUIT COURT

City  County

Business/Name

VIRGINIA/FEDERAL CODE SECTION

Doc ID: 004274210062 Type: DEC Recorded: 08/23/2024 at 09:13:11-AM Receipt#: 2024-00004686

Fee Amt: \$60.00 Page 1 of 62 Instr# 202400007471

Patty C. Madison, Louisa Clerk of Co Patty C. Madison Clerk of Court File#

**BK 1971 PG476-537**

*(Area Above Reserved For Deed Stamp Only)*

1

× Grantor: COTALONG PROPERTY OWNERS ASSOCIATION,

INC.  
DBA

2

1

X Grantee:

\* Grantor: TRIBUTER BAY PROPERTY OWNERS ASSOCIATION

N/A

Grantee:

Grantee Address

Name: N/A

Address : N/A,

N/A

City:NKA.....

Consideration: \$0.00

State: VA

Zip Code: N/A

Existing Debt: \$0.00

Actual Value/Assumed: \$0.00

**PRIOR INSTRUMENT UNDER § 58.1-803(D):**

\$0.00

Original Principal:

Original Book No.:

1793

\$0.00

**Fair Market Value Increase:**

753 **Original Page No.:**

.....

Original Instrument No.:

Percentage In This Jurisdiction: 100%

Instrument Number:

Book Number: 1793

Prior Recording At:  City  County

Parcel Identification Number/Tax Map Number: 29 11 112

Page Number: 753

Short Property Description: LOT 112

CUTALONG SUBDIVISION PHASE 1A

Current Property Address : TATUM DRIVE

City:

MINERAL

Instrument Prepared By: HIRSCHLER Recording Returned To: HIRSCHLER

Address : C/O SUSAN S. SMITH,

City

RICHMOND

**Gigabitin 2**

State:

VA

Zip Code: 23117

Recording Paid By:

HIRSCHLER

P.O. BOX 500

State:

VA

Zip Code: 23218

FORM **CC-1570** (MASTER, PAGE ONE OF  
TWO\_) **10/19**

Cover Sheet A

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**VIRGINIA LAND RECORD COVER SHEET** Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

**FORM B - ADDITIONAL GRANTORS/GRANTEES**

Instrument Date: 8/13/2024

Instrument Type:

DEC

1

Number of Parcels: Number of Pages:

City [X] County

60

LOUISA COUNTY

CIRCUIT COURT

Grantor Business/Name

**(Area Above Reserved For Deed Stamp Only)**

...3

× Grantor:

RP20 CUTALONG CONSOLIDATED LLC

34

× Grantor: CUTALONG SUBDIVISION

Grantor:

Grantor:

VIRGINI Grantor:

OANORVE

Grantor:

Grantor:

Grantor:

Grantee Business/Name

Grantee:

Grantee:

Grantee:

Grantee:

Grantee:

Grantee:

Grantee:

Grantee:

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RETURN TO:

Janie L. Rhoads, Attorney at Law Hirschler Fleischer

2100 East Cary Street

Richmond, Virginia 23223

Parcel ID No.: 29 11 112

See Exhibit B for additional Parcel ID Nos.

**SECOND AMENDED AND RESTATED**

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND**

**RESERVATION OF EASEMENTS**

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS (as amended from time to time, the "**Declaration**") is made this 13th day of August, 2024, by **CUTALONG PROPERTY OWNERS ASSOCIATION, INC.**, a Virginia non-stock corporation, doing business as **TRIBUTER BAY PROPERTY OWNERS ASSOCIATION** (hereinafter the "**Association**"), with the consent of **RP20 CUTALONG CONSOLIDATED \_LLC\_**, a Utah limited liability company (hereinafter, the "**Declarant**").

**RECITALS:**

**WHEREAS**, Snyder & Schneider Property Development LLC ("**Original Declarant**") recorded that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements (the "**Original Declaration**") recorded among the land records of the County (the "**Land Records**") in Deed Book 1321 at Page 352, subjecting the real estate described therein to the terms and conditions described therein; and

**WHEREAS**, the Original Declarant assigned all of its right, title and interest as declarant under the Original Declaration to RS19 Cutalong Manager LLC by that certain Assignment of Declarant Rights recorded among the Land Records in Deed Book 1697 at Page 830 (the "**First Assignment**"); and

**WHEREAS**, RS19 Cutalong Manager LLC assigned all of its right, title and interest as declarant pursuant to the First Assignment to the Declarant by that Assignment of Declarant Rights recorded among the Land Records in Book 1714 at Page 834; and

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**WHEREAS**, the Original Declaration was amended and restated by **that** certain Amended and **Restated Declaration of Covenants**, Conditions, Restrictions and **Reservation** of Easements recorded among the Land Records in Book 1793 at **Page 753** (the "**First Amended Declaration**"); and

**WHEREAS**, the Association desires to amend and restate **the** First Amended Declaration **in** its entirety such that upon recordation of this Declaration among **the Land** Records, this Declaration shall supersede **the Original** Declaration and **the** First Amended Declaration and shall from and after the recordation hereof subject **the** Submitted Land, together **with all** improvements, easements, rights and appurtenances thereunto, to the provisions of this Declaration; **and**

**WHEREAS**, Article **XII**, Section 1 of **the** First Amended Declaration provides that the Declaration may **be** amended by an instrument approved by not **less than** sixty-seven percent of

the **votes** cast at a duly-called meeting of **the Members at which** a quorum is **present**, and **that** such instrument shall be recorded **among the Land** Records; and

**WHEREAS**, the Declarant executes **this** Declaration to evidence its consent to the amendments **set** forth herein.

**NOW, THEREFORE, the** Association, **with the** requisite approval of the Owners as set forth in Article XII, Section 1 of **the First Amended** Declaration, and the consent of **the** Declarant, hereby declare that **the Property described** in Exhibit B attached to this Declaration and made a part hereof, **and such other** additions thereto as may be hereinafter brought within the jurisdiction of the Association, together **with the** buildings and improvements to be constructed thereon, and all easements, rights, **and** appurtenances **belonging** thereto, **shall** be held, **transferred**, sold, conveyed, given, donated, leased, occupied, **and used** subject to **the** following easements, restrictions, covenants, and conditions **set** forth in **this Second Amended and Restated** Declaration, **which shall replace** and supersede the **First Amended** Declaration in its entirety, and which shall run with the real property and be binding on all parties having any **right**, title or interest **in the** Property, or any part thereof, their heirs, **successors** and assigns, and shall inure to **the benefit of each owner thereof**.

#### **ARTICLE I**

##### **Submission to the Declaration**

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The Association **hereby** covenants and declares **that** the real estate described in Exhibit B shall **be** held, conveyed, acquired, and encumbered subject to the terms and provisions hereof, all

of **which** shall run with the land and bind and inure to **the** benefit of all **persons who may** now or hereafter own **or** acquire any **right, title, estate, or** interest in or to any **of** such **real** estate, or who may now or hereafter occupy or enter upon any portion thereof, subject to **the** right of **the Declarant or the** Association to amend this Declaration in accordance **with the** provisions for **amendment** set forth herein. The **Declarant executes this amendment** to evidence its consent hereto.

**Section 1.**  
**ARTICLE II**

Definitions

**"Annual Assessments"** mean **the** Annual General Assessment, and **any** Services Assessment **levied by the** Association in each **of** its fiscal years pursuant to Article V of **this Declaration.**

**Section 2.**

**"Annual General Assessments"** mean **the** annual charge shared by **all** Class A members established pursuant to Article V of this Declaration.

**Section 3. "Assessments" mean** Annual Assessments, Annual General Assessments, Services Assessments, Limited Assessments, **Special** Assessments, **Initial** Working Assessments, Community Enhancement Fees, and all such other **assessments, charges, and fees levied** by the **Association in accordance with this Declaration.**

**Section 4.**

**"Association"** means Cutalong Property Owners Association, Inc., a Virginia non-stock, non-profit corporation, **its** successors and assigns, doing business as **Tributer Bay Property Owners Association.**

**Section 5. "Association Documents"** mean collectively, the Articles of **Incorporation**, this Declaration, all Supplementary **Declarations**, and the Bylaws, all as amended from time to time. Any **exhibit, schedule**, certification or amendment to an Association

Document **is an integral** part of **that** document.

Section 6. "**Association Instruments**" mean collectively, the Association

Documents, the Rules and Regulations, **and** the Design Guidelines, all **as** amended from time to

time in accordance **with the** terms of **this Declaration**.

Section 7.

"**Board of Directors**" or "**Board**" means the executive organ of **the**

Association elected and appointed pursuant **to the** Association's **Bylaws**.

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Section 8.

"**Bylaws**" mean **the rules** and procedures for the operation of the

Association duly adopted by **the** Association **at** its organizational meeting, **as** amended from time to time.

Section 9.

"**Class A Member(s)**" mean each Owner, except for **the** Declarant as long

as **the Declarant is the Class B Member**.

Section 10. "**Class B Member**" means **the Declarant**.

Section 11.

"**Common Area(s)**" mean:

(a) any real property (including any improvements thereon) owned or to be owned by **the** Association for the common use and enjoyment of the Owners and any and all property and facilities required to be maintained by **the** Association, which **may** include but not **be** limited to, entrance monument and **signs**, stormwater management facilities, open space and set-back areas, drip **fields** associated with on-site sewage treatment facilities, **private** streets, trails, sidewalks,

golf cart paths, recreational facilities, public access easement areas, and landscaping; and  
(b) any **easements**, now owned or hereinafter acquired by the Association for **the**  
common use and enjoyment of **the** Members.

**Section 12.**

"Covenants Committee" means **the** Architectural Review and Covenants

Committee so **named and established in accordance with** Article VI of **this Declaration**.

"County" means Louisa County, Virginia.

**Section 13.**

**Section 14.**

"Declarant" means **RP20 Cutalong** Consolidated LLC, a Utah limited

**liability** company, and **its** successors **and assigns**.

**Section 15.**

"Design Guidelines" mean **the** standards and guidelines development and  
adopted by **the** Board of Directors pursuant to Article VI of **this** Declaration.

**Section 16.**

"Development Period" means the period commencing **on** the date of **this**

Declaration first set forth above and **terminating on the** later of **(a)** December 31, 2050; **or** (b) the  
**date of the** release of **all** improvement **and** development escrows, bonds or sureties posted or  
filed with the Commonwealth of **Virginia**, Louisa County, and/or any **other** governmental  
agencies in connection **with the** Property; **(c)** or any earlier **date specified by** the Declarant in a  
written instrument signed by Declarant, specifically **terminating the** Development Period.

Section 17. "**Dwelling Unit**" means any portion of the Property, as improved,  
intended for **any type** of independent ownership for use and occupancy as a residence by one household  
**and** shall, unless otherwise specified, include within its meaning (in way of

illustration, but not limitation) **single family detached** units, **single family** townhome units, or condominium units, all as **may** be used and defined herein, in any Supplemental Declaration, or in any Subassociation declaration recorded **among the** Land Records and covering all or **part of the** Property.

Section 18. "Golf Course" means collectively, golf course and **other** amenities **which** are part of the Cutalong Golf Club. **The** Golf Course and the property(ies) upon **which** the Golf Course is located are not **subject to this Declaration** or the jurisdiction of the Association. The Golf Course is not part of the Common Area.

Section 19. "Land Development Activity" means any building, construction, reconstruction or repair of a **Dwelling** Unit, roadways, curbing, **sidewalks**, utility **services** or **any** other Structure on a Lot or any other portion of the Property **by the** Declarant, **any** Participating Builder, and/or **by other persons** regularly engaged **in the** building or construction **business**, if **granted** approval in writing **by the** Declarant and the appropriate governmental departments.

**Section 20.**

**"Limited Assessments"** mean the charge or charges imposed upon one or more but **less than all** of **the** Lots pursuant to Article V of **this Declaration**

**Section 21.**

**"Limited Common Area"** means **a** portion of the Common Area **which** **has** been designated by **the** Declarant pursuant to Article III, Section 1(i) of **this Declaration** for **the** exclusive use of Owners **of one or more but** less than **all** of **the** Lots.

**Section 22.**

**"Lot(s)"** means any **plot of land shown** upon any recorded subdivision **plat** of the Property **which** has been subjected to **this Declaration**, including any condominium unit created by **recordation** of condominium instruments among **the** Land Records, and upon which a Dwelling **Unit(s)** could be constructed in accordance **with** County zoning **ordinances**.

"Lot" **shall not mean** and **refer** to **Common** Area.

**Section 23.**

**Association.**

**Section 24.**

**"Member"** means the Class A Members and the Class B Members of the

**"Mortgagee"** means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots.

"Mortgage," as used herein, shall include deeds of trust. "First Mortgagee," as used herein, means the holder of a mortgage with priority over all other mortgages. As used in this Declaration, the term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or

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"institutional holder" includes banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the term "holder" or "mortgagee" includes the parties secured by any deed of trust or any beneficiary thereof.

Section 25. **"Owner"** means the record owner, whether one or more persons or entities, of any Lot which is part of the Property but excluding in all cases any party holding an interest merely as security for the performance of an obligation. Multiple Owners of a single Lot shall together be deemed one Owner for the purposes of the Association Documents.

Section 26. **"Participating Builder" or "Preferred Builder"** means any entity or individual identified in writing by **Declarant** as a Preferred Builder. The Declarant is not a Preferred Builder. Each Preferred Builder must **have** signed **an** agreement with the Declarant **setting** forth **the** benefits and **responsibilities** of the **Preferred Builders**.

Section 27. **"POA Act"** means **the** Virginia Property Owners' Association Act, **as** set forth in Section **55.1-1800**, et seq. of the Code of Virginia, **as** amended from time to time.

Section 28. **"Proffers"** mean **that** Statement of Proffers to which the Property is **subject**, dated October **12**, 2005 and revised October 17, 2005, submitted to the County **as** part of **the** application for rezoning and the Conditional Use and Special Exceptions requested by Cutalong LLC on July 22, **2005**, as amended from time to time.

Section 29. **"Property"** means **that** certain real property described in Exhibit B, **attached** hereto, and such additions thereto **as** may hereafter be brought within **the** jurisdiction of **the Association**.

Section 30.

**"Reserved Common Area"** means a portion **of the** Common Area for which the Board of Directors has granted a revocable **license** pursuant to Article **III**, Section 1 (j) of this Declaration for the exclusive **use** of Owners **of one** or **more but less than all of the** Lots.

Section 31. **"Resident"** means (i) each individual occupying any Dwelling **Unit** pursuant to a lease agreement with **the** Owner thereof who, if requested by **the** Board of **Directors**, has delivered proof of such **lease** agreement to the Board of Directors; (ii) members of **the** immediate family **of** such individual or of **an** owner **who** actually reside **within** the Property

and **in the** same household with each such individual or Owner; and **(iii)** any **person** who has a fixed place of habitation at a Dwelling **Unit** of **any such** individual or owner to which, whenever **he is** absent, **he has** the intention of returning.

**Section 32.**

**"Rules and Regulations"** collectively mean any rules **and** regulations governing the use, occupancy, operation, and upkeep of **the** Property and such other matters adopted from time to time by the Board of Directors, **the** Covenants Committee or **the** Association pursuant to the Association Documents.

Section 33. **"Services Assessment"** means **the charge or** charges imposed upon a Lot, section of Lots, a neighborhood, a specific housing type, or a subdivided parcel of the Property, for **certain** services rendered pursuant to **Article V** of this Declaration.

**Section 34.**

**"Special Assessment"** means **any** special charge established pursuant to

Article V of this Declaration.

**Section 35.**

**"Structure"** means:

- (a) Any object or **thing** (**other than** trees, shrubbery, landscaping and hedges less than two feet high) the placement of which upon any portion of the Property may affect the appearance **of** such Property, including without limitation, any Dwelling Unit, building, garage, porch, shed, greenhouse, bathhouse, coop, cage, house trailer, covered or uncovered patio, swimming pool, fence, curbing, **paving, wall,** signboard, **wishing well,** bird **bath,** statues or any other temporary or permanent improvement on any portion of **the** Property; or
- (b) Any **excavation,** fill, ditch, dam or other thing or device which **affects** or alters the natural flow of surface waters from, upon **or** across any portion of **the** Property, **or which affects** or alters **the** flow of any **waters in any** natural or artificial stream, **wash or drainage** channel from, upon or across any portion **of** the Property; or

(c) Any change of more than six inches in the grade of any portion of the Property.

Section 36. "**Subassociation**" means any condominium association or property owners' association formed for the common benefit of the Owners of a discrete portion of the Property and whose members shall **also be** Members of the **Association**. The declaration and **organizational** documents of a Subassociation shall, during the Development Period, be subject to approval **by** Declarant.

**Section 37.**

"**Subassociation Common Area**" means the common area **owned by** a Subassociation and **the** common elements of a condominium governed by a Subassociation.

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**Section 38.**

"**Supplemental Declaration**" means an amendment **or** supplement to this **Declaration** which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and **obligations** on **the** land described therein, or both.

Section 39. "**Voting Representative**" means **the** representative designated by the executive board or other **governing** body of a Subassociation to cast the votes, or signify approval or disapproval, on **behalf of the** Owners within a Subassociation, **with** respect to any applicable **Association** election, vote, decision, or **other matter**.

**ARTICLE III**

**Property Rights**

Section 1. Owner's Easements of Enjoyment. Each Owner shall **have a right** and nonexclusive easement of enjoyment in and to the Common Area owned **in** fee simple or by

easement **by** the Association **which** shall be appurtenant to **and shall** pass with the title to **his Lot**.

Such **easements and rights shall be** subject to **the** following **provisions**:

- (a) The **right** of the Board of Directors, with **the** approval of a sixty-six and **two-thirds** percent of the votes of the Class A Members present at a meeting at **which** a quorum is present, to borrow such amounts as are required by **the Association**; and
- (b) The **right** of the Association to establish uniform Rules and Regulations pertaining to the use of and **the personal conduct of** the Owners, occupants and guests on the Common Areas and **any facilities thereon which shall enhance the preservation** of such facilities and the **safety and** convenience of **the** users thereof. Such Rules and **Regulations may** include, without limitation, restrictions on **the** number of guests of Owners **who may use the** Common Area at **any one** time; and
- (c) The right of the Association, acting by and through **its** Board of Directors, to grant licenses, rights of way and easements for access or for **the** construction, reconstruction, maintenance and repair of any utility **lines** or appurtenances, including retaining walls, ornamental or screening walls or fences, whether public or **private**, to **any** municipal agency, public utility, the Declarant (without cost to Declarant) or any other **person**; provided; however, **that** no **such** licenses, rights of **way** or easements shall be unreasonably and permanently inconsistent **with the** rights of **the** Members to the use and enjoyment of **the** Common Area; and
- (d) The right of **the** Association **at** any time to dedicate or transfer **all** or a part of the Common Area to **any** public agency, authority, **or** other entity **including**, without limitation, the

County or to any nonprofit organization upon such terms **and** conditions as **shall** be agreed upon by **such** agency, authority, **entity** or organization and the Board of Directors, including, without limitation, terms and conditions providing for the use of such Common Area by the public in general **and** terms and conditions pertaining to the maintenance and repair of such Common Area and the **assessments** of **Owners for the costs of** such maintenance and repair; and

(e) The **right** of the Board to regulate parking on the Property, including community facilities, through the granting of easements, **licenses, or** promulgation of **Rules and Regulations**.

In areas where parking is provided on private streets and **parking** bays **owned** or controlled by the Association, **the** Board has **the right, but not the** obligation, to assign and reserve parking spaces for the exclusive **use** of individual **Owners**. **The** Board may exercise this right in a **selective** manner according to guidelines and criteria **created** for such purpose and duly adopted by the Board; and

(f) **The** right of the Board of Directors to establish and charge reasonable admission and any other **fees** for certain types of uses of the Common Area; and

(g) The right of the Board of Directors to suspend **the** voting rights and the **right** of any **Owner** to use **the Common** Area (**with** the exception of **any** streets or access ways) for so long as any Assessment with respect to such **Lot** remains unpaid and overdue; and

(h) The right of **the** Board of Directors to **levy Assessments**, late fees, interest, and penalties for violations of **the** provisions **the** Association Instruments pursuant to **the** provisions hereof and **the** POA Act, to **the** extent applicable; **and**

(i) **The right** of the Declarant to designate portions **of** the Common Area as Limited **Common** Area; and

(j) The **right of** the Board of Directors to designate portions of the Common Area as

**Reserved Common Area; and**

(k)

The easements **set forth in** Article VII of this **Declaration and all other** matters of record among **the** Land Records.

Section 2. Delegation of Use. Any **Owner** may delegate **his right** of enjoyment to the Common Area to the members of his family, **his tenants**, or contract purchasers **who** reside **on** the Owner's Lot. Any person(s) **who has** access to **any part of the** Common Area **through** any recorded easement(s) **shall be** subject to **such rights and restrictions** with **respect to the** easement area as are contained in **this Declaration** as if **he** were an Owner. Notwithstanding anything to the

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contrary, no Owner **may** waive or otherwise **escape** liability for any **assessment** provided for herein **by** such **delegation** of use.

#### ARTICLE IV

##### **Membership and Voting Rights**

Section 1. Membership. Every Owner of a Lot shall be a Member of the **Association**.

Membership in **the Association shall** be appurtenant to and may not be separated from ownership of **any** Lot. All Owners, upon acceptance of the deeds to **their** Lots, shall **be** obligated to membership and to **pay** Assessments **levied by** the Association. All Owners of Lots **and their** tenants, guests, or invitees, and any other person who **shall** be permitted to use **the** Common Area, shall be subject to **the** Association Instruments. Additionally, every **Owner** of a Lot shall be required to join and maintain a membership in the Cutalong Golf Club, **which** will provide the Owner **with access** to certain Golf Course **amenities**.

Section 2. **Voting Rights**. The Association shall have two classes **of** voting membership.

(a) **Class A** Members. Class A Members **shall be** all Owners, **with the** exception of **the** Declarant. A person **shall** automatically become a Class A Member upon **his** becoming an **Owner of a Lot, and** shall remain a Class A Member for so **long as** he is an Owner. Each Class A Member **shall be entitled to** one vote on **each matter submitted to the** Members for **each** Lot owned **by** such **Class A** Member. If a Lot shall be **owned** by more **than** one Owner, such Owners shall be deemed to constitute **a single Class A** Member as to such Lot and **shall** collectively be entitled to a **single** vote for such Lot **as to** each matter properly submitted to **the Members**. Any **Class A** Member **who is** in violation of **this** Declaration, as determined by the Board of Directors in accordance with the **provisions** hereof and regulations established hereunder, shall not be entitled to vote during any period in **which such** violation continues.

(b)

**Class B Member**. The Class B Member **shall be the** Declarant. The Class B

Member shall be entitled to 400 votes. Notwithstanding the foregoing, **in the event of** annexation of any additional properties pursuant to Article **XIII** of this Declaration, the number **of** votes for Class B membership **shall be** increased by three votes per Lot annexed. **The Class B membership** shall terminate upon the happening of any of the **following events, whichever** occurs **later**:

(i)

December **31**, 2050; **or**

(ii) the **release** of all improvement and development escrows, bonds or sureties posted or filed **with** the Commonwealth of **Virginia**, the Louisa County, Virginia, and/or any other governmental agencies in connection **with** the Property.

In addition, Class B membership can be terminated by **the** recordation among the Land Records of a written instrument **signed by the** Declarant, or **its** successors or assigns, specifically terminating such rights.

(c) **Notwithstanding any** other provision in this Declaration or **the** Bylaws, Members who are **subject to a** Subassociation shall **exercise** their membership **voting** rights and discharge their Assessment obligations through **their** respective Subassociation. **The** collective votes of **such** Members shall be **cast on their behalf** by a Voting Representative of their Subassociation and **the** Assessments due from such Members **shall be collected** by **the** Subassociation and transmitted **to the Association**.

(d) **Notwithstanding any** other provision **the** Association Documents, **no** action shall be taken or adopted by **the** Association **which** would **in any** way affect any of **the** rights, **privileges**, powers or options of the Declarant (including, **but not limited to**, development of the Property or the **marketing** program of the Declarant) without the prior written approval of the **Declarant**.

(e) Only those Class A Members in good standing and entitled to vote shall be **considered in** determining whether, as to Class A Members, a quorum **is** present **at a** meeting of the Association or for determining the percentage of Class A Members voting on a matter: A Class A Member shall be deemed **to be** "in good standing" and "entitled **to** vote" at **any** annual **meeting** or **at any special** meeting of the Association if, and only if, he **shall have** fully paid all Assessments made or levied against him or against his Lot by the Board of Directors as hereinafter provided, **together with** all interest, costs of collection, attorney's fees, **penalties** and

other **expenses**, if any, properly **chargeable** to him or against his Lot, **at** least ten days prior to the date fixed for **the annual** or **special meeting** and **is** not in violation of conditions contained **in** the Association Instruments. No Class A Member who is not **in** good standing **shall** be entitled to vote, either in person or by **proxy**, or to be **elected** to **or to** serve **on the** Board of Directors, nor shall a Voting **Representative** be entitled to vote for **the benefit of such** Lot **not** in good standing, **but** shall be entitled to **vote on behalf** of **the other** Lots **within the Subassociation which are** in good standing.

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(f) **The** presence **at the** meeting of Members or **Voting** Representatives entitled to **cast**, or of proxies entitled to cast, thirty percent **Of** the votes **of the** entire membership shall constitute a quorum for any action except **as** otherwise provided in the Articles of Incorporation, **the Declaration** or the **Bylaws**. If, however, such quorum shall not **be** present or represented at any meeting, the Members entitled to vote thereat shall **have** power to adjourn the meeting from time to time, without notice other than announcement **at the** meeting, **until** a quorum **shall** be present or be represented, as more particularly set forth in **the Bylaws**.

(g)

In **the** event a Member **shall lease** or permit **another** to occupy **his** Dwelling **Unit** in accordance **with the** provisions of this Declaration, the tenant or occupant shall **be** permitted to enjoy the Common Area **but** shall not vote in **the** affairs of **the** Association, except when the Member **shall** in writing permit the tenant or occupant to exercise the **proxy** vote of the Member.

(h) Every lawful transfer **of title** to a Lot shall include membership in **the** Association and, upon **making this transfer**, the previous Owner's **membership shall** automatically terminate.

Except as otherwise expressly provided, membership in the Association shall not be assigned or transferred without the transfer of legal title to a Lot, and any such attempt at assignment or transfer shall be void and of no effect.

**Section 3.** Board of Directors. The business and affairs of the Association shall be managed by a Board of Directors elected by the Members without regard to class of membership, except as otherwise provided herein. There shall initially be a three member Board of Directors. As long as the Declarant has the status of Class B Member, it shall have the right to appoint all three Directors. After Class B membership has terminated, Directors shall be elected by the Members in accordance with the Bylaws of the Association. The number of Directors shall be determined in accordance with the provisions of the Bylaws of the Association.

#### ARTICLE V

##### Covenant for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such Annual Assessments, Special Assessments, and any other Assessment or monetary obligation as are established and are to be paid and collected as hereinafter provided. The Annual Assessments, Special Assessments, and any other Assessment or monetary obligation, together

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with interest thereon, late fees and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such

assessment is made. Each such Assessment and/or obligation, together with interest thereon, **late** charges, and cost of collection thereof, shall also be the personal obligation of the person who **was the** Owner of **such** Lot **at the time when** the assessment fell due. **The personal** obligation for delinquent Assessments **shall not pass** to successors **in** title unless expressly assumed by them. No Owner may waive or otherwise escape liability for any Assessment provided for herein by non-use of **the** Common Area or **abandonment** of his Lot, or any Dwelling **Unit** thereon, or for **claims** that the Association **is** failing to provide adequate or effective services.

Section 2. Purpose of Assessments. The Annual Assessments levied by **the** Association **shall be** used **exclusively to carry out the business and required** obligations and responsibilities of **the** Association including, but not limited to (i) the acquisition, construction, management, maintenance and care, repair or replacement of the Common Area **and** services, and such portions of Lots as **may** be maintained by the Association, and such adjoining or nearby properties as may **be the** subjects of agreements with **the** Association pertaining to **the** joint **management**, access and/or use of **Common** Areas and/or **of** common facilities of **such other** properties; (ii) obtaining, managing and maintaining services for the Property, or sections thereof including, as necessary, refuse, trash and **rubbish** collection; (iii) promoting the recreation, health, safety **and welfare of the Members**; (iv) providing **for** landscape and lawn maintenance of all Common Areas, and such portions of Lots **as** may be maintained **by the** Association; (v) maintenance of all landscaping required to **be** installed upon **the** Property pursuant to the **County's** zoning ordinance; (vi) maintenance of **all** facilities, equipment, **trails**, sidewalks and **other** facilities not maintained by **the** County or **the** Virginia Department of Transportation; (vii) maintenance of any erosion control areas and/or **drainage** easements located **on the** Property; (viii) maintenance of lighting facilities and signage; **(ix)** the payment of any amounts due under **any** cost sharing agreement that the Association may enter into with another entity **or** association; **(x)** the costs **for** maintaining operating and capital reserve funds; and **(xi)** other services **as the** Board of Directors deems **reasonable** and necessary.

Section 3. Establishment of Annual Assessments.

(a)

The Association shall levy in each of its fiscal years an Annual General Assessment and a Services Assessment, if applicable, against each Lot which is owned or

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occupied by a person who is not the Declarant or Participating Builder, except as otherwise provided in this Declaration. The amounts of such Annual Assessments shall be established by the Board of Directors, at least thirty days in advance of each Annual Assessments period. The first Annual Assessments on each Lot imposed pursuant to this Section shall be adjusted according to the number of months remaining in the Annual Assessments period from the date of conveyance of a Lot to a Class A Member.

(b) The Declarant shall have no obligation to pay any Annual Assessments, Limited Assessments, Special Assessments, Initial Working Assessment or Community Enhancement Fee with respect to any Lot owned by the Declarant; provided, however, that the Declarant shall have the obligation to pay Annual Assessments and Special Assessments in accordance with the provisions of this Article with respect to any Lot owned by Declarant upon which there is located a completed Dwelling Unit which is occupied as a residence.

(c)

Preferred Builders shall have no obligation to pay any Annual Assessments or Special Assessments with respect to any Lot owned by a Preferred Builder; provided, however, that a Participating Builder shall pay Annual Assessments and Special Assessments with respect to any Lot owned by said Participating Builder upon which there is located a completed

**Dwelling** Unit which is occupied as a residence, **regardless of whether** such occupancy is full-time, part-time, or temporary.

(d) The Board of Directors may increase **the** Annual Assessments as required; provided, however, that after **the** expiration of **the** Development Period, any Board increase of the Annual Assessments in excess of twenty percent of the previous **year's** Annual Assessments shall require **the** approval of fifty-one percent of **the** votes cast at a duly-called meeting of the **Members at which a quorum is** present.

Section 4. Limited Assessments. Notwithstanding **anything** to the contrary contained herein, the Association **may** levy, in **any assessment** year, Limited Assessments against one or more **but less than** all of the Lots for Association expenses (i) **for the** upkeep of or reserves for **any** Limited Common Area serving specific **Lots**, (ii) **designated** in a Supplemental Declaration as **being** Limited Assessments to be paid **by the** Owners of Lots as set forth therein, (iii) for trash pick-up, recycling, or other services provided to **certain** Lots or provided **to all** Lots but **which** the cost of such services vary based on usage, geographical location or other circumstance. Except as herein provided, the budgeting for and **levying** of **Limited** Assessments shall be

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handled similarly to the budgeting and **levying** of Annual Assessments, except as **the** Board may otherwise determine or the context may **otherwise** require.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may **levy**, in **any assessment** year, a Special Assessment for the purpose of defraying, in **whole** or **in part**, **the** cost of any construction,

reconstruction, repair or **replacement** of **the** Common Area, including fixtures, structures, **and** personal property related thereto, or for any other purpose for which **the** Association is responsible. Special Assessments shall **be** imposed against Lots in **the** same proportions as Annual **General** Assessments.

**Section 6. Fees.**

(a) Initial Working Fund. The Association **shall** levy an **Initial** Working Assessment at settlement **against the** Owner of a Lot (**other than the** Declarant) **at the** time of conveyance from **the** Declarant, and **against** each subsequent purchaser of the Lot thereafter **at the** time of each subsequent settlement. Such Initial Working Assessment shall be in an amount equal to six months of **the** Annual General Assessment, or such **other** amount as may be determined by the Board of Directors in its reasonable discretion from **time** to time. The Initial Working Assessment **shall** be used for commencing **the** business **of the** Association or **any** other purpose **established by** the Board of Directors.

(b) Community Enhancement Fee. The Association shall levy a Community Enhancement Fee against the seller of a Lot each **time** a Lot is sold by any party **other than** the Declarant. The Community Enhancement Fee **shall be** assessed **at the rate** of one-half of one **percent** of the purchase amount associated **with the** sale of **the Lot** or Dwelling **Unit**. The fee **shall be used** to further **the** business **of the** Association or any other purpose established by **the** Board of **Directors**.

(c) Inspection Fee. The **Association is** authorized to levy charges to inspect **the** Lots **and** the improvements on the Lots (except **the** interior), in such amounts as the Board of Directors determines, **provided** in accordance with **any applicable laws**, to confirm Lot compliance with **the** Association Instruments.

Section 7. Repair and Replacement Reserve. As a part of any Annual General Assessment and Annual Services Assessment, **the** Board of Directors **shall obtain from Owners** contributions to capital on a regular basis, which contributions will be used to establish a

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replacement and repair reserve, including, **but not limited to operating and capital reserve funds.** Such contributions **shall be paid at such time as regular Assessments are due, and shall be in an amount to be designated from time to time by the Board of Directors.**

Section 8. Uniform Rate of Assessment. Except **as otherwise** provided herein, both **Annual Assessments** and **Special Assessments** must **be fixed at a uniform rate** for all **Lots** and may be collected **in advance** on a **monthly** or **quarterly** basis or such **other** installments, as determined by **the** Board of Directors.

**Section 9.** Date of Commencement of Annual Assessments; Due Dates. The **Annual Assessments** provided for **herein** shall commence as to any given **Lot** upon submission of the Lot to **this Declaration.** **The** Board of Directors **shall fix the** amount of **the** Annual Assessment against each Lot **at least thirty days** in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be **sent** to every Owner **subject** thereto. The Board of Directors shall establish the due dates. The Association **shall, upon demand, and** for a reasonable charge, furnish a certificate signed by an officer for **the** Association setting **forth** whether the Assessments on **a specified** Lot have been paid. A properly executed certificate of the **Association** with the **status** of **Assessments on the Lots** shall be binding **on the** Association on the **date** of its issuance.

**Section 10.**

Collection of Annual Assessments by Subassociation. **Notwithstanding anything** in **this** Declaration to the contrary, if one or more Lots have been subjected to a Subassociation, the Subassociation shall be and remain personally liable to the Association for

the collection and payment of **the aggregate amount of all** Assessments attributable to Lots subject to such Subassociation. Any such Assessments shall be allocated to and paid by individual Lot **Owners** through their Subassociation and **in accordance with the declaration** and **other** documents governing the Subassociation.

Section 11 **Effect of Non-Payment of Assessments; Remedies of the** Association. Any

**Assessment not paid** by the due date established by the Board **of** Directors **shall** be delinquent

and the Association may exercise any or **all of the** following remedies: (a) charge a late fee of \$25.00 or such other amount as is determined by **the** Board from time to time, for **Assessments**

**which** are not received by the fifteenth day **of the** Assessment period or within such other time- frame as **determined** by the Board; (b) **charge** interest at an amount not to exceed **that** permitted by law for **Assessments which** are not received by the **thirtieth** day after the due date; (c) upon

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notice to the Owner, declare the entire balance of any Assessment due and payable in full for Assessments **which are** not received **by the thirtieth day** after **the** due date; (d) bring an action at law or in equity against the Owners to collect **the same**; and (e) foreclose **the** lien against the Lot. Such **lien** may be enforced by the **Association in the same manner** and to **the** same extent and subject to the same procedures as **in the** case of a foreclosure of a real property mortgage under **the laws of the** Commonwealth of Virginia.

Section 11. Subordination of **the** Lien to Mortgages. The lien of the Annual

Assessments provided for herein **shall** be subordinate only to the **lien** of any first Mortgage or first Deed of Trust. **The** sale or transfer of any Lot **shall** not affect **the lien of** such Assessments,

however, **the** sale or transfer of any Lot pursuant to Mortgage foreclosure or any proceeding in lieu thereof for **the** benefit of any first Mortgagee 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 Lot from **liability as** to any Assessments thereafter becoming due or from **the lien** thereof.

Notwithstanding **the foregoing** no sale or transfer of any Lot pursuant to a Mortgage foreclosure

or any proceeding in lieu thereof for **the** benefit of any first **Mortgagee** shall be deemed to extinguish any Mortgage or lien, which **the** Association has **itself** placed upon **any** property owned **by** the **Association**.

Section 12. Exempt Property. Notwithstanding anything to the contrary contained in this Declaration, the following property subject to this Declaration shall be exempt from the Assessments created herein:

(a)

(b)

(b)

(c)

all properties **dedicated** to and accepted by a local **public** authority;

all properties otherwise exempt from assessment pursuant to this

Declaration;

**the** Common Area; and

**Subassociation Common** Area.

Section 13. Loans by Declarant. The Declarant shall have **the** option, but not the obligation, to loan money to **the** Association **at any time or from** time to time on such terms **and** such rates as are commercially reasonable to enable the Association to comply **with** its obligations under **this** Declaration. Such loan or loans **may be in lieu of**, or in addition to, loans **obtained** by the Association from other parties. Any such loan shall **be** represented and secure

by one or more promissory notes and shall be listed as "Loans by Declarant" on all annual

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budgets and year-end financial statements of **the** Association. Any such loan shall be subject to **the same** limitations **as may** be imposed **with** respect to Assessments themselves, to **the** extent applicable.

#### ARTICLE VI

##### Architectural Control

**Section 1. Composition** and Appointment. An Architectural **Review** and Covenants

Committee (the "**Covenants Committee**") may be appointed by the Board of Directors. Prior to termination of **the** Class B membership, **the** Covenants Committee shall initially consist of three individuals, but may thereafter **be** increased or decreased in size **by the** Board of Directors, from time to **time**; provided, however, **that the** Covenants Committee shall consist of no less than three individuals. Members of **the** Covenants Committee shall serve for a term of **one** year, or until **their** successors are elected **and** qualified. Any vacancy in **the** membership of **the** Covenants Committee **shall be filled** by the Board of Directors to serve for **the** remaining **portion** of the term of the originally appointed member. If **any** vacancy shall occur, the remaining members of the Covenants Committee **may** continue to act **until** the **vacancy** has been filled. Any member of the Covenants Committee may **be** removed **with or without** cause by the Board of Directors. **In** the event **that** the Board of Directors does not **designate** a Covenants Committee, the Board of **Directors shall** serve **as the Covenants Committee**.

**Section 2. Powers and Duties.**

(a) The Covenants Committee shall serve **shall regulate the** external design, appearance and location **of the** Property and Structures thereon so as to enforce **the** architectural provisions of **this** Declaration, enforce **the** requirements **of the** recorded subdivision plats, **deeds of** subdivision, and to preserve and enhance values and to **maintain** a harmonious relationship among Structures and the Property.

(b) The Covenants Committee **shall** serve in such other capacities as may be determined, from time to time, by **the** Board of Directors in **enforcing the** provisions of the **Association** Instruments.

Section 3. Submission of Plans to Covenants Committee for Approval. Except for such structures as may be constructed by **the** Declarant or structures constructed by a Participating Builder which **have** first been approved by **the** Declarant, **no** Structure **of any kind whatsoever** shall be commenced, erected, placed, moved onto or permitted on **any** portion of the Property,

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nor **shall any existing** Structure be removed **or** altered in any way **which** changes **the exterior** appearance thereof (including **change** of exterior color) until **plans** and specifications therefor **shall have** been submitted to **and** approved **in** writing by the Covenants Committee. Such plans **and** specifications shall be **in such** form **and** shall contain **such** information as **the** Covenants Committee **may** require, such as, but not limited to the following:

(a) A site plan showing the location of all proposed **and** existing Structures on **the** Property and all existing Structures on adjoining Property(ies), and

(b)

(c)

Exterior **elevations** for the proposed Structures, **and**

Specifications of materials, color scheme and other details affecting the exterior

appearance of the proposed improvements, and

(d)

(e)

Description of the **plans** or provisions for landscaping or grading, and

Interior **plans** in enough **detail** for the Covenants Committee to confirm **that the**

Dwelling Unit or Structure will have no more than five **bathrooms**, and

(f) Any **other** information or the posting of **bonds as may** be required pursuant to design guidelines adopted by the Board.

**The provisions of this Section shall not apply to Land Development Activity as defined herein.**

Any plans and specifications of any Participating Builder **which have** been approved by the

Declarant shall not be subject to any **review or approval** by the Covenants Committee following the termination of the Class B membership **or** during the Development Period.

Section 4. Initiation and Completion of Approved Changes. Construction or alterations

**in** accordance with plans and specifications approved by **the** Board of Directors or the Covenant

Committee pursuant to **the** provisions of this Article shall be commenced **within** six months of

such approval and completed within twelve months **of** commencement **of** construction; provided,

however, **that** no such construction **or alteration shall** be commenced until all applicable zoning

**permits have been** secured **and** copies of said permits **have** been provided to **the** Covenants

Committee. If construction **is** not commenced **within the** period aforesaid, then approval **of the**

plans and specifications **shall be** conclusively deemed to **have** lapsed and compliance with the

provisions of this **Article** shall again be required. Notwithstanding **the** foregoing, the Board of

Directors or **Covenants** Committee, as the **case may be**, may grant variances to **the** foregoing

**provisions in** this Section 4 **when** commencement or completion of construction is or will be

delayed beyond the **specified time**-frames due to unforeseen circumstances beyond the control **of**

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the individual or person required to perform pursuant to this Section. There shall be no **deviations** from plans and specifications approved by the Board of Directors or **the** Covenants Committee without the prior consent in writing of **the** Board of Directors or the Covenants Committee. **Approval of any** particular plans and specifications **or design shall** not be construed as a waiver **of the** right **of the** Board of Directors **or the Covenants** Committee to **disapprove** such plans and specifications, or any **elements** or features thereof, in the event such plans and specifications are subsequently submitted for **use** in any other instance.

**Section 5. Decisions.** Any approval **or** disapproval of a requested action by **the** Covenants Committee, **or the** Board of Directors pursuant to Section **6** of this Article, **shall be** in writing. In denying any application, the Covenants Committee **shall** specify **the** reasons for such denial. The Covenants Committee may approve **an** application subject to such conditions and qualifications **as the** Board of Directors deems appropriate to enforce the architectural provisions of **these** covenants.

**Section 6. Failure of the Covenants Committee to Act.** If **the Covenants** Committee **shall** fail to act upon any request properly submitted to it within forty-five **days** after submission thereof, such request **may be** submitted to the Board of Directors for approval. If the Board of Directors **shall** fail to act within **thirty days** after submission, then such request **shall** be deemed to **have** been approved as submitted, and **no** further action shall be required; provided, however, that in **the event** the Board of Directors **elects** not to appoint a Covenants Committee and **the** Board of Directors **fails** to act upon any properly submitted request within sixty days after

submission thereof, then such request shall be deemed to **have** been approved as **submitted**, and no further action shall be required. Notwithstanding the provisions of this Section, no modification of any portion of the Property or Structure, or **state of** disrepair located thereon, may be allowed to remain if such modification, or **state of** disrepair, is not in conformance with **the Design Guidelines**.

Section 7. Rules, Regulations and Policy Statements. The Board of Directors **shall** adopt Design Guidelines for **the** Property, in its sole discretion. The Covenants Committee may recommend, from time to time, subject to **the** approval and adoption of the Board of Directors, reasonable rules and regulations pertaining to its authorized duties and activities under this Declaration and may from time to **time** issue statements of **policy with** respect to architectural standards and such **other** matters **as** it is **authorized to act on**. **The Covenants Committee shall**

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adopt rules of procedure, subject to the prior approval **and** adoption of **the** Board of Directors, which rules of procedure shall include provisions substantially to **the** following effect:

**(a)**

The Covenants Committee **shall** hold regular meetings **as** necessary. Meetings of the Covenants Committee may be called **by** the Chairman of **the** Covenants Committee and by a **majority** of the members **of** said **Covenants** Committee.

(b) A majority of the members of **the** Covenants Committee present at any meeting shall constitute a quorum.

(c) The Covenants Committee **shall** maintain minutes of its meetings **and** a record of **the votes** taken **thereat**.

(d) All meetings of the Covenants Committee **shall be open to the Members** of the Association and any vote of the Covenants Committee shall **be** taken at an open meeting.

Nothing contained herein, however, shall prevent the Covenants Committee from meeting in **closed session** or executive session in accordance **with** State and Federal **laws** or regulations.

(e) A copy of **all** minutes, rules, regulations and policy **statements** adopted by **the Covenants Committee shall be** filed **with the records** of **the Association** and shall be maintained **by the** Association as a permanent public record. The Association **shall make copies** thereof **available** to any interested Member **at a reasonable** cost or **shall** make such minutes, rules, regulations and policy statements **available to any** Member for **copying**, in accordance with the **provisions of the POA Act, and any** rules for access to Association records adopted by **the** Board of Directors.

Section 8. Expenses of the Covenants Committee. **The Covenants Committee** may charge reasonable fees for **the** processing of any requests, plans **and** specifications including consultation with a professional. The Association **shall pay** all ordinary and necessary expenses of **the** Covenants Committee (except for such **reasonable fees** the Covenants Committee may

charge **as** permitted **herein**); provided, however, no member of **the** Covenants Committee **shall**

be paid any salary or receive any other form of compensation **at the** expense of the Association, except upon authorization by the Board and upon **approval** by (i) sixty-**six and two-thirds** percent of the votes cast by the Class A Members who are **voting** in person or by proxy **at a meeting duly** called for such purpose at **which** a quorum is present, and (ii) **the** Class B Member (during the

period of Class B membership) voting in person or by **proxy at such meeting**.

Section 9. Right of Entry. **The Association** and the Covenants Committee through their

authorized officers, employees **and agents shall have** the right to enter upon **any portion of the**

Property at all reasonable times for the purpose of ascertaining whether such Property or the construction, erection, placement, remodeling or alteration of any Structure thereon is in compliance with the provisions of the Association **Instruments, without** the Association or the Covenants Committee or such officer, employee or agent being **deemed to have** committed a trespass or wrongful act solely by reason of such action or actions. Inspection fees may be charged as permitted by the POA Act.

Section 10. Land Development. Notwithstanding **any other** provisions of this Declaration, any Land Development Activity **shall not** require the approval of or be **subject to review** by the Covenants Committee, but shall be subject to any and all applicable County approvals and **regulations**, including without limitation, **the** Proffers. This **provision shall not be** construed in any manner as a **limitation** upon the right of the Declarant to review and approve any plan or modification thereof **of any Participating** Builder.

#### ARTICLE VII

##### Easements

**Section 1. General Easement.** The Declarant reserves to itself, its successors and assigns and its designees, a non-exclusive (**except as** provided below) **blanket** easement **over** and through the Property, except for dedicated rights-of-way, for all purposes reasonably **related to the** development and completion of the **improvements** on the Property, and for bond release purposes, including, without limitation: (i) temporary slope **and** construction easements; (ii) **drainage**, erosion control **and** storm **and** sanitary sewer easements (including **the** right to cut or remove trees, bushes or shrubbery, to **regrade** the soil and to take any similar actions **reasonably** necessary; provided, however, **that thereafter** the Declarant shall restore **the** affected area **as near** as practicable to its original condition); (iii) easements for **the** storage (in a **sightly** manner) of

**reasonable** supplies of building materials and equipment necessary to complete **the** improvements; (iv) easements for the construction, installation and upkeep of improvements (e.g., buildings, landscaping, street lights, signage, roads, trails etc.) on the Property or reasonably **necessary to serve the** Property; **and (v)** easements for ingress **and** egress **as** necessary to accomplish **the** foregoing purposes.

(a) Easement to **Facilitate Sales**. The Declarant hereby reserves to itself, its successors and **assigns and** its designees **the right** to: (i) use any Lots **owned** or leased by **the**

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Declarant, any **other** Lot with the written consent of **the Owner thereof** or any portion of the Common Area (including any buildings thereon) **as** models, management offices, **sales** offices, a **visitors'** center, construction offices, customer service offices or sales office parking areas (provided, however, **that** the Declarant or **its** designee, **as appropriate, shall** remain responsible for **the** upkeep of **that** portion of the Common Area used for **the** foregoing purposes); (ii) place and maintain **in any** location on **the** Common Area and on **any** Lot (for a **distance** of fifteen feet behind any Lot line **which** parallels a public or private street), street and directional signs, temporary promotional signs, plantings, street **lights**, entrance features, lighting, stone, wood or masonry walls or **fences** and **other related** signs **and** landscaping features; provided, however, **that** all signs **shall** comply with applicable governmental regulations **and** the Declarant shall obtain the consent of **the** Owner of any affected **Lot** or of the Board of Directors if the Owner does not consent **at the time the sign** is erected; and (iii) relocate (**in a permissible location**) or remove all or any of **the** above **from** time to **time** at **the Declarant's sole** discretion. **The** Association is hereby granted an easement to perform upkeep of **any** permanent structure or

landscaping installed pursuant to (ii) above.

(b)

Utility Easements. There is hereby reserved to **the Declarant, its successors** and

**assigns** and its designees, a blanket easement upon, across, over, and under all of the Property, except for dedicated rights-of-way, **together with the right** to create, grant, and transfer perpetual and temporary easements, **rights and** privileges, **for ingress and egress** to install, maintain, **repair,**

replace and remove poles, wires, **cables,** conduits, fiber optic lines, **pipes, mains,** wells, pumping

stations, siltation basins, **tanks,** meters and other facilities, systems and equipment for the

conveyance and use of electricity, telephone **service,** internet service, sanitary and storm sewer,

**water,** gas, cable television, drainage, **irrigation,** and **other** public or private conveniences, telecommunication systems or utilities, upon, in or over (including air **rights,** as applicable, for **wireless** utilities) those portions of **the** Property, including Common Area, as **the** Declarant may consider to be reasonably necessary or **desirable (the "Utility Easements")** for the development

of the Property. The Utility Easements shall include the right of access to such facilities and **the**

**right** to cut trees, bushes or shrubbery and such other **rights** as Declarant or its designees may

reasonably require. The utility **lines installed** pursuant to **the Utility** Easements must be installed below ground unless approved by Declarant and except as otherwise provided in this Declaration; provided, however, that no utility **line shall run beneath a dwelling** other than **the**

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utility lines serving such **dwelling.** Declarant **shall have the** right to convey Utility Easements to other Owners, to governmental authorities **or** utility companies, to the Association and to **any** other party or parties. **This** reservation of Utility Easements **is** subject to easements granted in **any** deeds of subdivision.

(c)

Specific Development Easement Areas. The **Declarant** hereby reserves to itself,

its successors and **assigns** and its designees **the right to grant and** reserve easements, rights-of-way and licenses over and **through the** Common Area, any **land** conveyed to a Participating Builder, **or over and** through any **Lot** for **the** installation and upkeep **of the** equipment providing any portion of the Property or **any** other adjacent **land, any** utilities, including, without limitation, water, sewer, **drainage**, irrigation, gas, electricity, telephone, television, telecommunications or **other similar** services, **whether** public or private, or for **any other** purpose necessary or desirable for the orderly development of **the** Property; provided, however, **that no utility** line shall run through or beneath a Dwelling **Unit** other than the utility lines exclusively serving such **Dwelling Unit**.

(d) **Dedications and Easements Required** by Governmental Authority. The **Declarant** hereby **reserves to itself**, its successors **and** its **assigns**, the right to make **any** dedications and to **grant** any easements, rights-of-way and licenses required by any government or governmental agency over and through **all** or any portion of the Common Area. The **Declarant** also hereby reserves to **itself and** its successors and **assigns an** easement and a **right to grant and** reserve easements or to vacate or terminate easements **across all** Lots and Common Area as may be required by any governmental agency or authority or utility company in connection with **the** release of bonds or **the acceptance of** streets for public maintenance with respect to **the** Property.

(e) Drainage and Erosion Control. **Declarant** reserves a perpetual easement, right and privilege to enter upon any Lot or Common Area, and the Association is **granted** a perpetual easement, **right** and privilege to enter upon any Lot, either before or after a structure has been constructed thereon or during **such** construction, for the purpose of taking such drainage and **erosion control** measures as **Declarant** or the Association deems necessary to prevent or correct waterflow and soil erosion or siltation; provided, however, that **Declarant** or **the** Association **shall not exercise such right** unless it **has** given the Owner of **the** Lot or **the** Association (as to the Common Area) **at least ten** days prior notice thereof and **the** Owner or **the** Association, as **the** case may be, has failed to **take appropriate** action to correct or prevent **the** erosion or siltation

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problem (the notice provision shall **not be** required in the case of emergency situations). **The** cost incurred by **the** Association in undertaking such **drainage** and erosion control measures on **any** Lot shall, if reasonably **attributable** to a Lot Owner, become an individual assessment upon the Lot and shall constitute a lien against the Lot and shall be collectible in **the** manner provided herein for **the** payment of Assessments. **This** Section shall not apply to Lots owned by Declarant.

(f) Storm Water Management Easement. **The** Declarant hereby reserves to itself and **its** successors and assigns an easement **and the right to grant** and reserve easements over and through the Property, except for dedicated **rights-of-way**, for the construction and upkeep of storm **water** management facilities.

(g)

Specific Easements. The Declarant hereby reserves to itself and its designees,

easements over and through all or **any portions of the** Property, except for dedicated rights-of-way (and also excluding any areas occupied by a home, a structure or **any** other similar improvements) for the following purposes:

(i) Planting, **replanting, maintaining**, protecting, enhancing and otherwise controlling (including all landscaping) the Common Area. **The** Declarant or **the** Association, as appropriate, shall be solely responsible for selecting and maintaining all landscaping in **the** Common Area.

(ii) Locating, relocating, constructing, maintaining, protecting, enhancing and **otherwise** controlling all walkways, pathways, trails or golf cart paths located within the Property.

(iii) Locating, relocating, constructing, maintaining, **protecting** and otherwise controlling all electrical, oil, gas, solar, television, telephone, microwave, cable, telecommunication systems, irrigation, **sanitary and storm sewer, storm water** management and public **water** facilities (including pipes, **conduits**, lines, **wires**, transformers, manholes, inlets and other appurtenances), but **only where** such facilities serve Lots **other than the Lot on which the** specific facilities in question are located and only to the extent permitted herein.

(iv) Locating, relocating, constructing, **maintaining**, protecting and otherwise controlling **all** project signage located on the Common Area or **any other portion of the** Property and controlling signage installed by **Owners for** other purposes. The Association **shall** have the right to exercise control over all **signage**.

(v) Controlling **and** regulating the use and enjoyment of **all** open spaces and

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facilities located **in the Common** Area.

The **Declarant** or the Association, as appropriate, **or** their agents and designees, shall have **the** mutual right and responsibility to perform the tasks and functions listed **in** Subsections (a) through (g) above to **the** exclusion of all others, including all Owners.

(h) Further Assurances. Any and **all** conveyances made by the Declarant to the Association or any Owner shall **be** conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. Upon written request of **the** Declarant, the Association, any Subassociation and each Owner **shall from time** to time **sign**,

acknowledge, and deliver to the Declarant such further assurances **of** these reservations **of** rights and easements **as** may be requested. If a designee requests recordation **of** a separate document evidencing **such** easement rights that are consistent with this Declaration, **then the** Declarant or the Association, as applicable, may **sign** and record such an easement instrument, without the consent, approval or joinder **of any** Owner or Mortgagee.

**Section 2.** Duration and Assignment of Easements and Rights. The Declarant may assign its **rights**, in part or in whole, or share such rights with, one **or** more other persons or entities, exclusively, simultaneously **or** consecutively. **The** Declarant shall notify the Association of any such assignment or designation by the Declarant. The **rights** and easements reserved by or granted to the Declarant pursuant to this Section shall continue **until** the end of the Development Period, and **shall** lapse **and** become null **and** void thereafter, unless specifically stated **otherwise**.

The easements granted pursuant to **the** rights set forth herein **shall** survive **the** expiration of the Development Period.

Section 3. Association Power to **Make Dedications** and Grant Easements. **The** Declarant,

**on behalf** of itself and its successors and **assigns**, hereby also grants to **the** Association the **rights**,

powers and easements reserved to the Declarant above. These rights, powers and easements **may**

be exercised by the Association; provided, however, **that** the limitations on duration applicable to

**the** Declarant shall **not** apply to **the** Association. However, **the** Association shall **not** exercise any

such easement **rights** to **the detriment** of Declarant's rights reserved hereunder. If the Declarant

or any Owner requests **the** Association to exercise its **powers** under this Section, the

Association's cooperation shall **not be** unreasonably withheld, conditioned or delayed.

**Section 4.** Easement for Upkeep.

**(a)**

Association Access. The Declarant, on behalf of itself and its successors and assigns, hereby grants the **right of access** over and through any portion **of** the Property, except for dedicated rights-of-way (and also excluding any areas occupied by a home, a structure or any **other similar** improvement), to **the** Association, any agent, **and** any **other** Persons authorized by **the** Board of Directors in the exercise and discharge of **their** respective powers and responsibilities, including without limitation to make inspections, correct any condition originating **in** a Lot or in the Common Area threatening another Lot or **the** Common Area, correct drainage, perform installations or upkeep of utilities, install landscaping or other improvements located on **the** Property for which the Association is responsible. The agents of **the** Association may also enter **any** portion of the Property, except for dedicated rights-of-way (and also excluding **any** dwelling) in order to utilize or provide for the upkeep of **the** areas subject to easements granted in this Article to **the** Association. Each Owner **shall** be liable to the Association for **the** cost of all upkeep performed by **the** Association **and** rendered necessary by **any** act, neglect, carelessness or failure to comply with this Declaration for which such Owner is responsible, and the **costs** incurred by **the** Association **shall** become an assessment against the Owner and upon the Owner's **Lot**, and shall be collectible in the manner provided herein for the payment of assessments.

**(b)**

Declarant Access. Until the expiration of any applicable warranty period and the release of all of Declarant's development bonds, **the** Declarant **hereby** reserves to **itself** and its successors and **assigns** a right **of access** over and **through any** portion **of the** Property **not** within a

**Dwelling** Unit to perform warranty-related work within the Common Area or the Lots. The Declarant may **assign** its rights under this Subsection to, or share such rights **with**, one or more **other persons or** entities, exclusively, simultaneously or consecutively.

**Section 5.** Limitations on Exercise of **Rights and** Easements.

(a)

These **easements are** subject to all other easements and encumbrances of record (including those created by this Declaration).

(b) The Declarant, the Association or any Owner, as **appropriate**, when exercising **the** rights and easements granted by this Article, **shall: (i) give** reasonable prior notice to all affected Owners, **unless an emergency** exists which precludes such notice; **(ii) minimize any economic or aesthetic** injury to **the** affected Lots or the Common Area; and **(iii) not unreasonably interfere with the affected Owners' use, enjoyment and benefit from such Owners' Lots or the Common**

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Area. Further, notwithstanding the easement rights established herein, neither the Declarant nor **the** Association shall **exercise any such** rights **within the interior** of a dwelling on a Lot without **the** prior written consent of the Owner, **which** consent shall not be unreasonably **withheld, conditioned or delayed.**

(c) If an easement is relocated, the **cost** of such relocation **shall be paid** by the party requesting **the relocation.**

(d) Any **damage** to property resulting from **the** exercise of the aforesaid rights and easements **shall be** promptly **repaired** and the site restored to its original condition to the extent practicable **by the** Declarant **or** the Association, **as** appropriate, or **at** the option of the Declarant

or the Association, **the party responsible** for such damage. In **either** case, the cost **of such** repair **and** restoration **shall be** paid for by the party responsible for the damage.

(e) **Nothing within this** Article **shall** authorize **the installation** or **maintenance** of any **equipment or** facility, public or private, on any portion of the Property unless prior approval **has** been **obtained** from the Declarant during the Development Period, **which** approval may be **withheld** in the **Declarant's** sole **discretion**.

**Section 6. Crossover Easement.** If the Owner (including the Declarant) of any Lot must, **in** order to make responsible repairs or improvements to a **building on his Lot**, enter or cross any area owned or to be owned by **the** Association, or a Lot of another Owner, such Owner **shall** have an easement to do **so**, provided **that** said Owner **shall use the** most direct, feasible route in entering and **crossing** over **such** an area and **shall restore the** surface so entered or crossed to **its** original condition, at the **expense** of said Owner, and further provided **that** such **easement shall** not exist on the land of any other Lot Owner if the purpose for the entrance or crossing is one requiring approval of the Board of Directors, unless such **approval** has been given.

**Section 7. Easement and Right of Law Enforcement Officials, Etc.** An easement and **right** of entry through and upon **the** Property is hereby granted to law enforcement officers, rescue squad personnel, fire-**fighting**, and **other** emergency personnel of **the** County and to vehicles operated by said personnel **while** in **the** pursuit of their duties. Said emergency personnel **shall** also have **the right of** enforcement of cleared emergency vehicle access on **the** **roadways** and driveways on **the** Property.

**Section 8. Encroachment Easement.** Each Lot **within the** Property is hereby declared to **have** an easement, not exceeding **two feet in width**, over **all adjoining Lots** for **the** purpose of

accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of **the** building, roof overhangs, gutters, architectural or **other** appendages, **draining** or rain water from roofs, or any **other** similar cause. **There shall be** valid easements for the maintenance of said encroachments so long as **they shall exist**, and the rights and obligations of Owners shall not **be altered in any way by** said encroachment, **settlement** or **shifting**; provided,

however, **that** in no event **shall** a **valid** easement for encroachment occur due to the willful misconduct of said Owner or Owners. **In the** event a structure or any Lot is partially or totally destroyed and **then** repaired or **rebuilt**, the Owners of each **Lot** agree **that** minor encroachments over adjoining Lots **shall** be permitted and **that** there shall be valid easements for the maintenance **of** said encroachments so long **as** they **shall** exist.

**Section 9.** Golf Course Easements.

(a) In addition to the Governing Documents, **the** Property is or may be subject to certain agreements, easements and restrictions **relating to the** Golf Course recorded or to be recorded **among the Land** Records (**any** such agreements, easements **and** restrictions related to the Golf Course **shall** be referred to as **the "Golf Course Agreements"**). The Golf Course Agreements generally **establish** certain easements **and** restrictions pertaining **to the** Golf Course **and** the Property, including, without limitation, a prohibition on the location of certain improvements **within** a buffer area established over portions of the Property adjacent to the Golf Course, **and** a restriction on activities **within** such buffer area and along **the** boundary between the Golf Course and **the** Property that disturb **the** use or enjoyment of the Golf Course or the Property. This Declaration shall be subject and subordinate to **the** Golf Course Easement.

(b) The Property is hereby subject to an easement permitting errant golf balls

**originating from the** Golf Course which unintentionally come upon Lots or Common Area, and the golfers at **reasonable** times and in a reasonable manner to come upon **the** Lots or Common Area to **retrieve** such **errant** golf balls; provided, however, that if any Lot is properly fenced or walled, the golfer shall seek the **Owner's permission** before entry. **Under no** circumstances shall **the** Declarant (or any successors of **the** Declarant), any **Participating** Builder, **the** owner or operator of **the** Golf Course, any Subassociation, the Association or its Members (**in** their capacity **as** such) be **held liable** for any damage **or** injury resulting from errant golf **balls** or the **exercise** of this easement, and by taking title to a Lot, every Owner and Subassociation expressly **assumes** the risks associated with being in proximity to **the** Golf Course.

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(c) The Lots and Common Area are hereby subject to **an** easement in favor of **the** Golf Course for overspray and **runoff** of water from any irrigation system serving **the** Golf Course **and** are further subject to an easement for **noise** generated from Golf Course activities **as well as** for **the** runoff of turf **treatments**.

Section 10. Declarant **as** Attorney-in-Fact. **Each** Owner, for such Owner and **such** Owner's successors and assigns, **by** acquisition of title to all or **any** portion of the Property, irrevocably appoints **the** Declarant as **attorney-in-fact** to grant, relocate and terminate all **easements, rights-of-way and** licenses **which** the **Declarant** has the power to grant pursuant to **this** Declaration and subject to **the** limitations set forth herein; provided, however, **that any** action taken **by** the Declarant as attorney-in-fact shall not **materially**, adversely affect any Owner's **use and** development of or **access** to the Lot **owned** by such Owner, and provided, further, that this appointment shall not authorize the **Declarant** to consent to its **own** actions or those performed **on**

**its behalf where the consent of an Owner is required to be procured pursuant to this Declaration.**

**The Declarant shall act as such attorney-in-fact only in furtherance of its development of the Property, it being recognized that this grant of a power of attorney is required because the Declarant may not own the real estate which the Declarant has the power and authority to subject to easements, rights-of-way and licenses.**

Section 11. Association as Attorney-in-Fact. Each Owner, for such Owner and for such Owner's successors and assigns by acquisition of title to all or any portion of the Property, irrevocably appoints the Association as attorney-in-fact to grant, relocate and terminate all easements, right-of-way and licenses which the Association has the power to grant pursuant to this Declaration and subject to the limitations set forth herein; provided, however, that any action taken by the Association as attorney-in-fact shall not materially, adversely affect any Owner's use and development of or access to the Lot owned by such Owner, and provided, further, that this appointment shall not authorize the Association to consent to its own actions or those performed on its behalf where the consent of an Owner is required to be procured pursuant to this Declaration. The Association shall act as such attorney-in-fact only in furtherance of its responsibilities and duties as set forth in this Declaration, it being recognized that this grant of a power of attorney is required because the Association may not own the real estate which it has the power and authority to subject to easements, rights-of-way, and licenses.

#### ARTICLE VIII

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#### **Use Restrictions**

In addition to all other covenants contained herein, the use of the **Property and** each Lot

**therein** is subject to **the** following:

**Declarant Exemption.** The provisions of **this** Article are intended to restrict certain uses **that** may **be** harmful or affect the ambience or aesthetic appeal of **the** Property. **The** restrictions are not intended to **prohibit** Declarant from **performing such** work as may be necessary in **the** completion of the work on the Property. The restrictions of this Article shall therefore not be binding upon Declarant.

Section 1. Zoning Regulations. **The** Property shall not be used for any purpose other than as permitted in the County zoning ordinance or **the laws**, rules, or regulations of any governmental authority **in** force and effect on the date of recording of **this** Declaration as the same may be hereafter from time to time amended. No building shall be erected, altered, placed **or** permitted to remain on **any** such Lot **other than** one used as a single family dwelling, and accessory structures approved by the Covenants Committee **in** accordance with Article VI of this Declaration. This restriction shall not apply **to** any use for which a special exception under the County **zoning** ordinance or other governing regulations, **as** the same may be hereafter from time to time amended, is **finally granted** provided **such use is** approved **in** writing by **the** Covenants Committee. **The** right, however, to **further** limit or restrict the **use** of a particular **Lot is** reserved under **the** provisions hereof.

Section 2. No Use Contrary to Law and No Nuisances. No noxious or offensive **trade**,

services or activities shall be conducted on or upon **any** portion **of the** Property nor shall anything be done or **permitted** to be done thereon **which** may be or become a continuing annoyance or hazard or nuisance to **the** Owners or **Residents**. No use **of any Lot** or part thereof **or any Structure**

thereon shall be made, nor **shall** any materials or products be manufactured, processed or stored thereon or therein, **contrary** to Federal, State or Local **laws** or **regulations**, or which shall cause an undue fire or other safety hazard to adjoining Lots. This **provision shall** not be construed to prohibit the conduct of such **professional** services in residential areas as are permitted by any applicable Federal laws, County regulations **and laws**, and as approved by the Covenants Committee.

**Section 3. Structures.** The architectural character of all Structures, or alterations, **additions**, or improvements thereof (other **than** interior alterations not affecting **the external**

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appearance of a Structure), when visually related to **each other** and the surrounding natural environment **shall** be, in the opinion of **the** Covenants Committee, harmonious **in** terms of **type**, size, scale, form, color and material. The **repair**, replacement, repainting, resurfacing or restoration of any Structure originally approved **by** the Covenants Committee **or** the Declarant **shall** not be subject to **the** review or approval of **the** Covenants Committee provided **that**, following any such repair, replacement, **repainting**, resurfacing or restoration of any such Structure, **the** external appearance and size of such Structure **shall be** substantially identical with **the** appearance of said Structure **as** originally approved. Except **as** otherwise herein provided, no Structure shall be painted, stuccoed or surfaced **with any** material unless and until approved in writing by **the** Board of Directors.

Section 4. Screens and Fences. Except for any fence installed by **the Declarant**, a Participating Builder, or the Association, **no** fence or screen **shall** be installed on a Lot without the prior written approval of the Covenants Committee. Fencing installed by **the Declarant** in **the** Common Area shall be maintained by the Association.

**Section 5. Outside Storage or Operations.** No outside storage of lumber, metals, or bulk materials of any kind, except building materials stored during the course of construction of any approved Structure, shall be permitted and no refuse or trash **shall** be kept, stored or allowed to accumulate on any Lot, unless such item is visually screened in a manner approved in writing **by**

**the** Covenants Committee. **No** outside **storage** and operations shall extend **above** the top of any such screening. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed **in the open, on any day** that a pick up is to **be made**, at such place on **the Lot** so as to **provide access** to the persons making such **pick up**. At **all** other times, **such** containers **shall** be stored so as to be visually screened from **all** streets **and** adjacent and surrounding **Lots**. **The** Covenants Committee may formulate and adopt reasonable rules and regulations **relating** to the **size, shape**, color and type container permitted and the manner **of** storage of **same** on **any** Lot.

Section 6. Signs and Lighting. **The** location, color, nature, **size, design** and construction of all **signs**, including **"For Sale"** and **"For Rent"** signs, or outdoor lights located on any portion of **the** Property shall be approved **in writing** by **the** Covenants Committee, and must be in keeping with the character of **the** Property and **in** accord with **any** design guidelines **established** by **the** Board **of** Directors.

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**Section 7. Solar Panels.** No solar panels or similar equipment may **be** installed, maintained or modified on any **Lot** without the prior written approval of the Covenants Committee. No solar panels approved by the Covenants Committee may extend beyond the roofline or footprint of **the** Dwelling Unit constructed on **the Lot**.

**Section 8. Antennas and Satellite Dishes.** No antennas or satellite dishes may be installed, **maintained** or modified on the exterior of any **Lot without the** prior written approval of the Covenants Committee; provided, however, **that** any such approval or disapproval by **the** Covenants Committee shall not **violate** applicable Federal, **State** and local laws, ordinances and

**regulations.**

Section 9. Vehicles. No commercial truck, commercial bus, taxicabs or other commercial **vehicle** of any kind, boats, **trailers**, **campers**, recreational vehicles **and** motor homes shall **be parked** in any **visible** location **on the** Property without the prior written approval of the Covenants Committee. Commercial vehicles **shall be deemed to include cars** and **vans in** styles normally used for private purposes but painted **with** or carrying commercial advertising, logos, or business names or containing **visible** commercial materials. **No disabled vehicle or vehicle on** which current registration **plates** or other required permits such **as** inspection stickers are not displayed **shall be parked** on any Lot or on **Common** Area. The repair or maintenance of **vehicles shall** not be carried out **on** the exterior of **any** Lot or **on the** Common Areas; maintenance of vehicles **within** enclosed garages is permitted, provided that such maintenance is not **visible** from surrounding travelways, walkways, and Lots. **The** Association **may** enforce the **provisions** of this Section by towing any non-complying **vehicle at the vehicle** owner's expense.

Section 10. Animals. **No** livestock, poultry or other **animals** or insects shall be kept or bred on any Lot, **and** in no **event** shall **any stable**, hatch, barn, **coop** or **other** housing or shelter for animals or for the storage of **materials** be placed or maintained upon any Lot, except **as** approved **in** writing by **the** Covenants Committee. Notwithstanding anything to the contrary herein contained, except to the extent prohibited or restricted by the Owner of **any Lot** for such **Lot**, dogs, **cats** and other household animals may **be kept on the** Property **provided that such** household **animals** are subject to County regulations and **the Rules and Regulations** and **further** provided that said animals are not raised or bred for any commercial purposes. Appropriate County authorities **are hereby** permitted access to the Property for purposes of **enforcing** the provisions of **this Section**.

**Section 11. Garages.** No garage located on **the** Property **shall** be utilized for other than the purpose of parking and storage of vehicles and other types of items normally stored in garages in first-class residential neighborhoods. No garage located on **the** Property may be converted into **or** used for living space, storage space or for any other use **that** precludes **the** use of **such** garage for **its** intended purpose **as** provided for in **this** Section.

**Section 12. Air and Water Pollution.** No use **of** any Lot will be permitted **which** emits pollutants **into** the atmosphere, or discharges liquid or solid wastes or other harmful matter into **any** waterway in excess of environmental standards **applicable** thereto as established by **the** requirements of Federal and State **law** and any regulations **thereunder** applicable to the Property. No waste or any substance or **materials** of **any** kind shall be discharged into **any** private or public **sewer** serving the Property, or any **part** thereof, in violation of any regulations of the County **or** any private or public body **having** jurisdiction. No **person** shall dump garbage, trash or other refuse **into** any waterway **on the** Property.

**Section 13. Leases; Short-Term Rentals.** Unless granted an exemption **by** the Declarant, which may be granted at **its** sole discretion, no Owner of a **Lot shall** lease to another any such Lot **unless** such lease **shall be** in **writing for an initial** term of **not** less than **six** months and shall **expressly** provide that the terms of such lease shall be subject in all respects to **the** provisions of **the** Association Documents and that **any failure by the** lessee to comply **with the** terms of such documents **shall** be a **default under such** lease. The **Owner** of a Lot **who** leases **his** Lot and the improvements thereon **shall provide the** Board of Directors with a fully **executed** copy of such lease upon request by the Board or a representative of the Board. **Notwithstanding anything to the contrary herein,** any Subassociation approved by the Declarant **may** allow for **short-term rentals of one** day or more provided such rental terms and restrictions are expressly stated in **the** declaration of **the** Subassociation. The Board of Directors **shall have the right to determine,** in its

sole discretion, that the occupancy of a Lot is in violation of this Section if the occupancy is contrary to the spirit to the provisions of this Section and a legal or ownership arrangement with respect to such Lot has been established for the purpose of circumventing the restrictions set forth in this Section, including without limitation fractional types of ownership such as tenants in common (TICs) or memberships such as limited liability companies with multiple members.

Section 14. Recreational Facilities and Uses. No Owner, Resident, Subassociation, or

any other person or entity shall install, maintain or operate any active recreational facilities or

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improvements on any portion of the Property, other than playground or similar type equipment, nor shall any Owner, Resident, Subassociation, or any other person or entity use or operate, or promote the use or operation of, any portion of the Property for recreational purposes if such use or operation is for business or commercial purposes, without the Declarant's prior written consent. Violations of this Section shall be determined by the Declarant in its sole discretion.

Section 15. Landscaping. The land area not occupied by Structures, hard surfacing,

vehicular driveways or pedestrian paths, shall be kept planted with grass, trees or shrubs or other ground covering or landscaping in conformance with the standards set by the Covenants

Committee and approved by the Board of Directors. Such standards will take into consideration

the need for providing effective site development to:

(a)

enhance the site and building,

(b)

screen undesirable areas or views,

(c)

properties, and

(d)

**establish** acceptable relationships between buildings, parking and adjacent

control **drainage** and erosion.

**The Covenants** Committee reserves **the** right to require special treatment of slopes, construction of walls and wells, and use **of** stone fills and drains to preserve trees **that** cannot otherwise **be** saved. Notwithstanding **the** foregoing, any clearing, grading or other development **work** performed pursuant to any final site development **plan** approved by all appropriate authorities of the **County**, **as** applicable, for Declarant, shall not be subject to the review or approval of the Covenants Committee.

Section 16. Maintenance of Premises and Improvements. Each Owner or **Resident shall** **at all** times keep his premises, buildings, improvements and appurtenances **in a safe, clean,** neat and sanitary condition in accordance **with** generally accepted standards for the maintenance of real property. Appropriate maintenance shall include, but not **be limited to**, the **sodding**, watering and mowing of all lawns, **the** pruning and cutting **of** all trees and shrubbery and the painting (or other appropriate external care) **of** all buildings and other improvements **all in a manner** and with **such** frequency **as** is consistent **with** good property management **with the** exception of those Lots on which **the** Association may provide maintenance of landscaping. All Owners of Lots on **which** stormwater management or storm drainage easements exist must keep **such** area free of debris so as not to impede drainage. **The** Owner or Resident shall comply with all laws,

ordinances and regulations pertaining to health, safety and pollution, and shall provide for storage **and** removal **of** refuse, trash **and rubbish** from his premises in a manner to be approved **by the** Covenants Committee **and in** accordance with **the** provisions of Section 5 of this Article. Owners shall neither **alter, disturb** nor make **any** changes to the elevation **or** contours of any open channel, ditch, swale, **berm** or other drainage facility **within any** storm **drain** easement areas. Each **Owner's** responsibility to perform such maintenance obligations **shall run with the** land.

**The maintenance of any sanitary sewer clean-outs and/or associated check valves located on a Lot is the responsibility of the Owner of said Lot, in said Owner's sole cost and expense.**

**Section 17. Enforcement of Maintenance.** Members of the Covenants Committee, the Board of Directors or any agent of the Association, during normal business hours, shall have the right (after ten days' notice, by regular or certified mail or posted on door with a witness, to the Owner or Resident of any Lot involved, setting forth the maintenance action to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner or Resident) to do any and all maintenance work reasonably necessary in the written opinion of the Covenants Committee, to keep such Lot, whether unimproved, improved or vacant, in neat and good order, such cost and expense to be paid to the Association upon demand and collected in accordance with Article V of this Declaration. The Association shall further have the right (upon like notice and conditions) to trim or prune, at the expense of the Owner or Resident, any hedge, tree or any other planting that, in the written opinion of the Covenants Committee, by reasons of its location on the Lot, or the height to or the manner in which it is permitted to grow, is detrimental to the adjoining Lots contrary to the rules and regulations of the Covenants Committee or is unattractive in appearance. In the event the Board of Directors determines that the level of maintenance required poses a threat to the health or safety of Residents, then the rights provided the Association under this Section may be acted upon immediately and without notice.

Section 18. Maintenance During Construction. During construction it shall be the responsibility of each Owner to insure that construction sites are kept free of unsightly accumulation of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any Lot.

Section 19. Miscellaneous. Without prior approval of the Covenants Committee:



(a) no water pipe, gas pipe, **sewer pipe**, or drainage pipe, or industrial process pipe, **except** reasonable **quantities** of hoses and movable piping used for irrigation purposes, shall be installed or maintained on any Lot above the surface of the ground;

(b) no previously approved Structure **shall be** used for **any** purpose **other than that for which it was** originally designed;

(c) no Lot shall be **split**, divided, or subdivided for sale, resale, gift, transfer or **otherwise**, unless by deed of resubdivision in accordance with the applicable County requirements;

(d) no facility, including **but not limited to**, poles, wires and conduits for transmission of electricity, telephone messages and the like **shall be** placed and maintained above the surface

of **the** ground on **any** Lot; provided, however, that any such approval or disapproval **by the** Covenants Committee shall not violate applicable Federal, State and local **laws, ordinances and regulations**; and

(e) no Lot or portion thereof **shall be** used for any mining, boring, quarrying, drilling, removal of, or any other exploitation of subsurface natural resources, which would tend to conflict with **the** surface development in accordance with Federal, State or Local **laws** or regulations.

Section 20. Land Development Activity. The foregoing provisions of this Article **shall not be** applicable to Land Development Activity. Without limiting the generality of **the** foregoing exclusion, **the** Declarant and Participating Builders **shall have the** right to carry on **the** following activities in connection **with Land** Development and construction and sale of Dwelling Units:

(a) to construct, install, operate and/or maintain on the Property one or more construction or management control offices on Lots, field office trailers or other temporary **facilities**; and

(b) to construct, **install**, operate, and/or **maintain** one or more model homes **and** sales offices on the Property. Such models and offices may be owned or **leased by the** Declarant, by any Person designated by **the** Declarant, or by Participating Builders. Land Development Activity **and** sales operations shall **in** all events be **subject** to the County zoning **ordinances**, and **all other** applicable **laws**, rules and **regulations** of **governmental** authorities.

**Section 21. Rules and Regulations.**

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**(a)**

Adoption; Variances. In addition to **the** other rules the Board **has** authority to adopt pursuant to this Declaration, the Board of Directors **shall** have the power to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Property or any portion thereof, **which may** be supplement, but **may** not be inconsistent with the provisions of **the** Association Documents. The Board of Directors may issue temporary or permanent exceptions or variances to **any** prohibitions expressed or implied by **this** Article, for good cause **shown**.

(b) Distribution. **Copies** of the Rules and Regulations **shall be furnished** by the Board of Directors to each Owner, Subassociation, and to each occupant **of** a Lot requesting **the** same. Changes to **the** Rules and Regulations shall be published prior to **the** time when the same shall become effective and copies thereof **shall** be provided to each Owner, Subassociation or occupant requesting **the** same.

(c) Limitations. The Rules and Regulations **shall** not unreasonably interfere with

**the** development, use, operation or enjoyment of the Property as **ordinarily** intended by those entitled and **will be** enforced in a non-discriminatory manner against **all applicable** Owners.

(d)

Exclusions During Development Period. Notwithstanding any other provision of the Association Documents to **the** contrary, **neither** the restrictions in this Article nor the Rules and Regulations **shall** apply to any **otherwise lawful** acts or omissions of the Declarant or of any Participating Builder. This exception for **Participating** Builders **shall** be subject to such rules as **may** be established by the Declarant to ensure safety, to **provide** for minimal disruption or to **maintain** the appearance of **the** Property.

(e)

Waivers by Declarant.

Notwithstanding any provision of the Association

Documents to **the** contrary, during **the** Development Period, the Declarant **shall have** the right to **grant** waivers from the applicability of any provision or provisions **in this Declaration** with **respect** to any portion of the Property.

#### ARTICLE IX

##### Maintenance Responsibility

Section 1. Owner's Responsibilities. Each Owner shall **keep** each Lot **owned** by him, and all improvements **therein** or thereon, in good order and repair **and** free of debris all in a manner **and with** such frequency **as is** consistent **with** good property management, including but not limited to;

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(a)

**The** sodding, watering, and **mowing of all lawns** located **on the Lot**,

(b)

**The** pruning and cutting **of** all shrubbery located **on the** Lot, and

(c)

The painting (or other appropriate external care) of all **buildings** and other improvements located **on the** Lot.

Section 2. Failure to Maintain. **In the** event any violation **or** attempted violation of any of **the** covenants or restrictions contained **in the** Declaration **shall** occur or be maintained upon any **Lot** or in the event of any **other** conduct **or** violation **of the** provisions or requirements of this Declaration, including failure to perform **necessary exterior maintenance on** an Owner's Lot or improvements **thereon** in a timely **fashion, then** the same shall be considered to have been undertaken in violation of the Declaration and without **the** approval **the** Board of **Directors** or its **duly** authorized committee. Upon written notice from **the** Declarant (provided **the** Declarant **has** Class **B** membership), the Covenants Committee, or **the** Board of Directors, **such violation** shall be terminated or **abated**. In the event **the** same is not removed or abated within ten days **after** receipt **of** such notice, or such other **time-frame as specified in the notice**, the Association **shall have** the right to take **any** legal action, including injunctive **relief** or self-help, to terminate or abate any **such** violation. All legal or abatement costs incurred by **the Association**, including court costs **and** reasonable **attorney's fees, shall be** assessed against the Lot upon which such violation occurs or is maintained or upon **the** Lot of **the** Owner who was responsible for the violation. A statement setting forth the amount of **the** Assessment **shall be** provided to the Owner **of said** Lot and the amount due and payable **shall** become a continuing lien upon such Lot, and a binding personal obligation of the Owner of such **Lot responsible** for **the** violation. **Such** lien **shall be enforced in the** same manner **as an Annual** Assessment levied **in accordance with this Declaration**.

During reasonable hours and upon three days' written notice, the Declarant, **the**

Covenants Committee, **or** any member of the **Board** of Directors, or any **other** representative of any of them, shall have **the right** to enter upon and inspect any Lot for the limited purpose of ascertaining whether or not the provisions of these use restrictions have been or are being

complied with, and such persons shall **not** be deemed guilty of trespass **by reason of such** entry.

Section 3. Subassociation's Responsibilities. Any Subassociation shall keep the Subassociation Common Area for **which** the Subassociation is responsible and **the** improvements

located thereon, **in** good order, condition, **and** repair **and** in a clean **and sanitary** condition (**in**

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keeping **with** the general character of **the** Property) **and** in accordance with County ordinances and Rules **and** Regulations, except where performed **by the Association** and except as may be otherwise provided in this **Declaration** or in a Supplemental Declaration. **The** Subassociation may contract with third parties to provide the necessary upkeep and management services to perform its responsibilities **under this Section**. Upon written notice from **the Declarant** (provided **the Declarant has Class B membership**), the Covenants Committee, **or the Board** of Directors to **the** noncompliant Subassociation, **any** violation of this Section shall be terminated or abated. In **the event the same is** not removed or **abated within** ten **days after** receipt of such notice, **or** such other **time-frame** as specified in the notice, **the** Association shall have the **right** to take any legal action, including injunctive relief or self-help, to terminate or abate any such violation. All legal or abatement costs incurred by **the** Association, including court costs and reasonable attorney's fees, shall be charged **against the** Subassociation.

**Section 4. Association's Responsibilities.** **The** Association shall keep **the** Common

Area, **and** all improvements therein or thereon free of debris and **graffiti** and shall repair and maintain **the** Common Area, and all improvements therein or thereon in good order, all in a manner and with such frequency as is consistent **with** good property management. The

**Association shall:**

**(a)**

Sod, water, and mow lawns, maintain flower beds, landscape features, trees and prune **shrubbery in the** Common Area **and in the** buffers.

**(1)**

The Association **shall post notice of all** pesticide applications **in** or upon the Common Area. Such notice shall consist of conspicuous signs placed

in or upon **the** Common Area where **the** pesticide **will be** applied at least

**48** hours prior to **the** application.

**(2)**

Maintain and **replace** as necessary all street trees located immediately

**adjacent to the** public sidewalks.

**(b)**

**Maintain**, repair and replace **as** needed pedestrian paths and other improvements

located **within** the **Common** Area.

**(c)**

Maintain, repair **and replace** as **needed** entrance monument features, **including**

applicable landscaping.

**(d)**

Maintain **all** pipes carrying **water from roof** drains to **the point** of entry into the

**stormwater** system.

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**(e)**

**(f)**

Exercise any easement and rights created for said maintenance to the extent necessary to perform

**the maintenance.**

**Enforce all** of the covenants in this Declaration and the rules and regulations promulgated **by** the Board, including but not limited to design guidelines and covenants controlling exterior modifications, including changes to landscaping.

#### ARTICLE X

##### Insurance

**Section 1. Insurance.** The Board of Directors or its duly authorized agent shall have **the** authority to and shall obtain insurance for **all insurable** improvements on **the** Common Area. This insurance shall be in an amount sufficient to cover **the** full replacement cost of **any** repair or reconstruction **in the event** of damage or destruction from any such hazard. The Board shall also obtain such insurance policies as are more particularly described in **the** Bylaws of the Association. Premiums for all insurance on **the** Common Area shall be common **expenses of** the Association; premiums for insurance provided to other associations shall be charged to those associations. The policy **may** contain a reasonable deductible, and the amount thereof shall be **added** to the face amount of the policy **in determining** whether **the** insurance at least equals the full replacement cost.

**Section 2. Cost.** Cost of insurance coverage obtained for **the** Common Area shall be **included in the Annual Assessment, as defined** in Article V.

**Section 3. Disbursement of Proceeds.** Proceeds of insurance policies shall be disbursed **as** follows:

(a) If **the damage** or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, **or** such portion thereof as may be required for such purpose, shall be disbursed in payment of such **repairs** or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of **repairs** or reconstruction to **the** Common Area or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate **with** the affected Owner or Owners, if any Dwelling **Unit** is involved and their mortgagee(s) as their interests may appear, shall be retained by **and for the** benefit of the Association. **This is a covenant for the benefit of any** mortgagee of a Dwelling Unit and may be

enforced **by such** mortgagee.

(b)

If **it is** determined as provided for in Section that **the** damage or destruction to **the**



Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section (a) hereof.

#### ARTICLE XI

#### Casualty Damage – Reconstruction or Repair

##### Section 1. Damage and Destruction.

**(a)**

Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed 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 property. Repair or reconstruction as used in this paragraph means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

**(b)**

Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five percent of the total vote of the Members of the Association shall decide within sixty days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost, repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty days.

**(c)** In the event that it should be determined by the Association in the manner

described above that the damage or destruction of the Common Area shall not be repaired or

reconstructed and no alternative improvements are authorized, then and in that event **the** Property **shall** be restored to **its natural** state **and maintained** as **an** undeveloped portion of **the** Common Area **by the** Association in a **neat** and **attractive** condition.

Section 2. Repair and Reconstruction. If **the** damage or destruction for which **the** 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** Association's Members, levy a Special Assessment against **all** Owners. Additional **assessments** may be made **in** like manner at any time during or following **the** completion **of any**

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**repair** or reconstruction. If the funds **available** from insurance exceed the cost of repair, such **excess shall be** deposited to **the** benefit of the Association.

#### ARTICLE XII

##### Amendment

Section 1. General Amendments.

Subject to other limitations set forth in this

Declaration, this Declaration **may** be amended **by** an instrument approved by not less than sixty-seven percent of the votes **cast** at a duly-called meeting of **the** Members at which a quorum is present. The amendment instrument shall be recorded among **the** Land Records for **the** County.

**Unless a later date is** specified in **any such** instrument, **any** amendment to **this** Declaration **shall** become effective on the **date of** recording.

Section 2. Declarant Amendments. Notwithstanding anything to **the** contrary herein

contained **the** Declarant **reserves the** right to **amend** this Declaration and convey Common Area without the consent of **any** Owners, or any other persons claiming an interest **in the** Property or **the** Association, if such amendment is necessary to (i) **bring this** Declaration into compliance **with any rule**, regulation **or** requirement of the Federal Housing Administration, The Federal National Mortgage Association, The Federal Home Loan Mortgage Corporation, and/or **any** similar lending entities **or any governmental entities or** agencies, including the County; (ii) make corrective changes; (iii) reflect **the** relocation of boundary lines between the Common Area and any Lots or among any Lots; (iv) **annex** real property; and (v) make any other **amendment** deemed necessary **by** the Declarant.

#### ARTICLE XIII

##### **Annexation; Withdrawal**

**Section 1.** Additions **by the** Declarant. The Declarant **hereby reserves the** right (but not **the** obligation) at any time within the Development Period to submit to the terms of this Declaration, **by** recordation **of** a Supplemental Declaration, or **make** subject to incorporation by reference in any deed of conveyance, any **additional real** property. During the Development Period, any additional land not owned **by** the Declarant may be annexed **only with the consent** of **the** Declarant. Action under **this** Section **shall** not require the prior approval of the Association, any Subassociation, any Owner, Mortgagee, or any **other** person or entity. Any such real property subjected to **this** Declaration **shall be** subject to **the** Declaration **in accordance with the** terms of **the** Supplemental Declaration.

Section 2. Additions by the Members. After the Development Period, additional real property may be subjected, annexed or submitted to **this Declaration with** the written consent of **sixty-seven** percent of the Class A Members.

Section 3. **Withdrawable Real Estate.** During **the** Development Period, **the** Declarant has the unilateral right, without the consent of the Association, **any** Subassociation, any Owner, any Mortgagee, or any other person or **entity**, to execute and record an amendment to **the** Declaration withdrawing any portion of **the** Property from **the** operation of this Declaration (including property dedicated for public street purposes). Further, any property dedicated or conveyed to any governmental authority **shall** be deemed to be automatically **withdrawn** from the operation of **the** Declaration.

#### ARTICLE XIV

##### **Dissolution of Association**

The Owners of Lots shall not dissolve or disband the Association, nor shall the Association **dispose** of any Common Area by sale, or otherwise, to any entity other **than** a non-profit organization conceived and organized to own and **maintain the** Common Area, without first offering to dedicate the same to **the** County, or such **other** appropriate governmental agency. The Association may dissolve itself according to the provisions of **the** Articles of Incorporation; provided, however, the written consent of **the** Declarant is required during **the** Development Period.

#### ARTICLE XV

##### **Special Declarant Rights: Transfer**

Section 1. Special Declarant Rights. Special Declarant **Rights** are those rights reserved for the benefit of the **Declarant** as provided for in the Declaration, and **shall include** without limitation **the** following rights: (1) to use easements over and through the Property for **the**

purpose of making improvements **within the** Property; (2) to maintain models, management offices, construction offices, sales offices, customer service offices, **and** signs advertising the Property; (3) to exercise **the** rights and votes **of the** Class B Owner; (4) to remove **and** replace any director appointed by **the Class B** Owner until the meeting at which the Class A Owners are entitled to elect **the** directors; (5) to make unilateral amendments to **the** Association Documents and to take such other actions as contemplated by the Association Documents; and (6) to exercise any other rights given to or reserved by the Declarant under **the** Association Documents.

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**Section 2. Transfer of Special Declarant Rights.** The Declarant may transfer **all or some** **Special Declarant** Rights created or reserved under the Association Documents to any **person** or entity acquiring Lots by an instrument evidencing the transfer recorded among the Land Records. The instrument **is not** effective unless executed by the transferor and transferee. A partial transfer of Special Declarant Rights does not prevent **the** transferor declarant from continuing to **exercise** **Special Declarant** Rights **with** respect to real estate **retained** by such declarant. The instrument providing for a partial transfer of Special Declarant **Rights shall** allocate voting rights between **the transferor and the transferee**.

Section **3. No Obligations**. **Nothing** contained **in** this Declaration or otherwise **shall** impose upon the **Declarant** or its successors or **assigns** any obligation of any nature to build, construct, renovate or provide any improvements. Neither **the Declarant** nor its successors or **assigns** shall be **liable** to any Owner **or** occupant by reason of any mistake in judgment, negligence, nonfeasance, action or inaction or for **the** enforcement or failure to enforce any provision of this Declaration. No Owner or occupant **of** any portion **of the** Property shall bring

any action or suit against the Declarant to recover any damages or to seek equitable relief because of the enforcement or failure to enforce any provision of the Declaration against a third party.

#### ARTICLE XVI

##### **Cutalong Golf Club**

Section 1. Ownership and Operation of the Golf Course and Amenities. All persons and entities, including without limitation, all Owners, Residents, and occupants, are hereby advised that no representations or warranties have been or are made or authorized by the Declarant or any other person or entity with regard to the continuing existence, ownership or operation of the Golf Course, if any, and no purported representation or warranty in such regarding, either written or oral, shall be effective unless specifically made in writing by the Declarant. Further, the ownership and/or operation of the Golf Course, if any, may change at any time and from time to time by virtue of, but without limitation:

(a) The sale of transfer of the Golf Course, or the rights to operate the Golf Course, by the Golf Course owner;

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(b) The creation or conversion of the ownership and/or operating structure of the Golf Course to an "equity" club or similar arrangement whereby the Golf Course or the right to operate the Golf Course are transferred to any entity which is owned or controlled by its members; or

(c) **The** transfer of ownership **or** control of **the** Golf Course to one **or** more affiliates, shareholders, employees, or independent contractors of **the** Golf Course **owner**.

Section 2. Right to Use. Neither membership in **the** Association nor **ownership** or occupancy of a **Living Unit** **shall** confer with ownership interest in or **right** to use **the** Golf Course. Rights to use **the** Golf Course **will** be **granted** only to such **persons**, and on such terms and conditions, **as** may be determined from time to **time** by the **owner** of **the** Golf Course. The owner of the Golf Course shall have **the right**, from time to time, to amend or **waive the** terms and conditions of use of the Golf Course, including, without limitation, eligibility for and duration of **use** rights, categories of use and extent of **use privileges**, and number of users, and **shall** also **have the right** to reserve use **rights** and to terminate use rights altogether, subject to the provisions of any outstanding membership documents and agreements.

Section 3. View Impairment. Neither **the** Declarant, the **Association** nor the owner or operator of the Golf Course guarantees or represents that any view over and across **the** Golf Course from **adjacent Dwelling Units** will be preserved without impairment. In addition, the **owner** of **the** Golf Course may, in its discretion, change **the** location, configuration, size and elevation of the tees, bunkers, **fairways** and greens **on the** Golf Course from time to time. **Any** such additions or **changes** to **the** Golf Course may diminish or obstruct any view from **the** Dwelling **Units** and any **express** or **implied** easements for **view** purposes **or** for the passage of **light** and air are hereby expressly disclaimed.

Section 4.

Jurisdiction and Cooperation. It is the Declarant's intention that the Association and the owner and operator of the Golf Course shall **cooperate** to the maximum extent possible in **the** operation of the Property and **the** Golf Course. The Association **shall have** no power to promulgate rules and regulations affecting activities on or **use of the** Golf Course.

Section 5. Board of Directors. In addition to all such other authority the Board may **have** pursuant to the Association Documents or **as** a matter of **law**, **the** Board has authority to **enter** into contracts and agreements **relating** to **the** Golf Course **as the** Board **deems** necessary or

advisable.

## ARTICLE XVII

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### General Provisions

**Section 1. Duration.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty years unless amended or terminated as provided in this Article.

**Section 2. Enforcement.** The Association, the Declarant or any Owner, shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the Association Instruments. Failure by the Association or by any Owner to enforce any covenants or restrictions within the Association Instruments shall in no event be deemed a waiver of the right to do so thereafter. The provisions of this Section shall be in addition to and not in limitation of any rights or remedies provided in other Sections of this Declaration.

**Section 3. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**Section 4. Supplemental Declarations.** The Declarant has the right to record Supplemental Declarations, to among other things: (a) confirm the Lots and parcels that are subject to this Declaration; (b) specify additional terms, covenants, and provisions for specified

Lots; (c) **exempt** specific Lots from **specified** terms, restrictions, and obligations **set** forth in this Declaration; and (d) designate certain portions of **the** Common Area as Limited Common Area.

Section 5. Mortgage Notification and Presumptive Approval. Provided **that such** First Mortgagee has notified Association in writing of **the** existence of its **mortgage**, the Association shall promptly notify the **First** Mortgagee on **any** Lot for which any assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of thirty days and the Association **shall** promptly notify **the** First Mortgagee on **any** Lot with respect to which any default in any other provision **of this Declaration remains** uncured for a period in excess of thirty days following **the** date **of** such default. Any failure to give any such notice **shall** not affect **the** validity or priority **of** any first mortgage on any Lot and the protection extended in **this** Declaration **to the** holder of any **such** mortgage shall not **be altered**, modified or **diminished** by **reason of** such failure.

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Notwithstanding the foregoing, **all** notices and rights of Mortgagees shall pertain only to those Mortgagees who have provided **written** notice to the Association of **the** Mortgagee's name and address, and the name of **the** Owner and description of **the** Lot encumbered by the Mortgage. If **any** notice is given **or** consent requested pursuant to this Article and the Mortgagee does not **respond** within thirty days **of** such notice, then such Mortgagee **shall** be deemed to have approved such notice or requested consent.

Section 6. **Condemnation** or Eminent Domain\_ Whenever all or any part of the Common Area shall **be** taken (or conveyed **in** lieu of **and** under threat of condemnation **by** the Board acting

on its behalf or **on** the written direction of all Owners **subject** to the taking, if any) by any authority having the power of condemnation or eminent domain, each Owner **shall be entitled to** notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited **by law**. The award made for such taking shall be payable to **the** Association as trustee for all **Owners to be disbursed as follows:**

If the **taking** involves a portion of **the** Common Area on which improvements have been constructed, then, **unless within sixty days** after such taking the Declarant **and at least seventy-five percent of the votes of the** Class A Members of the **Association shall otherwise agree**, the Association shall restore or replace such improvements so taken **on the** remaining **land** included in the Common Area to **the** extent lands are **available therefore**, in accordance **with** plans approved by the Board of Directors of **the Association**. **If such** improvements are to be repaired or restored, the above provisions in Article XI hereof **regarding** the disbursement of funds in respect to casualty **damage** or destruction which is to be repaired shall apply. **If the taking** does not involve **any** improvements on the Common Area, or if there is a decision made not to repair or **restore**, or if there are **net funds** remaining after **any** such restoration or replacement is completed, then such **award** or net funds **shall be** disbursed to **the** Association **and** used for such purposes as the Board of **Directors of the** Association shall determine.

Section 7. Conveyance of Common Area. The Declarant **shall** convey all Common Area **owned** by the **Declarant** to the Association in fee simple, released from any encumbrance securing the repayment of monetary obligations incurred by the Declarant, **but** subject to all easements and other encumbrances then of record (including those created by this Declaration), **at such time as** the Declarant deems appropriate. **The Association shall** accept **title** to any real estate **or** personal property offered to the Association **by the** Declarant regardless of the condition

of the property, and the Declarant shall have the unilateral right to convey Common Area property to the Association through **the** Declarant's recordation of a deed of conveyance.

Section 8. Captions and Gender. The captions contained in this Declaration are for convenience only **and** are not a part of this Declaration and are not intended **in any** way to limit or enlarge the terms and **provisions** of this Declaration. Whenever the context **so** requires, the **male shall** include all **genders** and the singular shall include the **plural**.

Section 9. Limitation **of Liability.** The Association shall not be **liable** for any failure of any services to be obtained by the Association or paid for out of **the** common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which

**may** leak **or** flow from any portion of the Common Area or **its facilities**, **or** from any wire, pipe, **drain**, conduit or the like. **The** Association shall not be **liable** to any member for loss or damage, by theft or otherwise, of articles **which may be** stored upon the Common Area or its facilities.

No diminution or abatement of assessments, **as herein elsewhere** provided for, **shall be** claimed or allowed for inconvenience or discomfort arising from the making of **repairs** or improvements to **the** Common Area or its structures or facilities, or from any action taken by the Association to comply with any of **the** provisions of **this** Declaration or **with** any law or ordinance or **with the** order or directive of any municipal or **other** governmental authority.

Section 10. Legal Actions by Association. No judicial or administrative proceedings shall be commenced or prosecuted by **the** Association unless approved by **fifty** percent of all votes in **existence at** the time. **The** foregoing shall not apply to actions brought by the Association to enforce against Owners the provisions of the Association Instruments, proceedings involving challenges to real property taxes, or counterclaims brought by the Association in proceedings instituted against **it**, **all** of which may **be** pursued if approved by **the** Board of Directors (also referred to herein as the "**Executive Board**"). **Any action** brought by an

Owner against **the** Association **or** against the Declarant shall be resolved by binding arbitration in accordance with the rules and procedures of Construction Arbitration Services, Inc. or its successor, or an **equivalent** organization selected by the Executive Board.

Section 11. Legal Actions By Owners. No Owner shall have **the** right to object, to **challenge**, and/or to commence any legal proceeding under any act, power, or authority now in force or **hereafter** to be enacted except after following such procedures as may be established by **the** Executive Board by rule or regulation consistent with the provisions of **this Declaration**. The

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Executive Board, or a committee as may be appointed by **the** Executive Board, **shall** hear claims from **Owners** regarding alleged violations of the Association Instruments (except for violations **with** respect to Assessment obligations). The Executive Board or such committee **shall** hold a hearing on any such claim within forty-five days after receipt by **the** Executive Board of a written notice of claim and request for a hearing from an Owner. **A** decision shall be issued in writing by **the** Executive Board or **such** committee (**which** decision may **at the** Executive Board or committee's discretion, but shall not be required, to include the rationale supporting the decision) within fifteen days after **the** conclusion of **the** hearing, **unless** the parties involved agree to extend **the timeframe** for **the decision**.

Unless **the** internal remedies provided by this Section and **any** rules and regulations as may **be** promulgated by **the** Executive Board, **shall be** expressly waived **by the** Association, or the Association **fails** or **refuses** to act, no legal proceeding **shall be** commenced by any Owner until such internal remedy is pursued to exhaustion. Once **all** Association procedures are exhausted, **any and all** disputes arising out of the Association Instruments (except for violations

with **respect** to Assessment obligations) and all other torts and **statutory causes** of action (**“Claims”**) shall be resolved by binding **arbitration** in accordance with **the rules** and procedures of Construction Arbitration Services, **Inc.** or **its** successor or an equivalent organization selected by Executive Board.

Section 12. Due Process. The Board of Directors or the Covenants Committee, as appropriate, before imposing **any** charge or before taking any action affecting one or more specific Owners, shall afford such person **the** following basic due process **rights**, to the extent required by the POA Act:

(a) Notice. **The** respondent shall be afforded prior **written** notice of **any** action (except when an emergency requires immediate action) and, if **notice is** of default or violation, an opportunity to cure which is reasonable under the circumstances, prior to **the** imposition of **any** sanction. **The** notice shall also state that the respondent is entitled to a hearing, if a hearing is required pursuant to the provisions of this Declaration. Notice of any violation or any hearing shall be hand delivered or sent by registered or certified **United States mail**, return receipt requested, to **the** Owner **at** such **Owner's address** of record with the Association **at** least fourteen days prior to **such** hearing.

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(b) Hearing. If **the respondent** is entitled to a hearing pursuant to the provisions of **this** Declaration and requests in writing a hearing before any charge is imposed or action taken, then the imposition of the charge or **the** taking of the action shall be suspended until the

respondent has an opportunity to be heard **at** a hearing **at** which **the** Board of Directors or Covenants Committee, **as** appropriate, discusses **such** charge **or** action. Each person so appearing **shall have** the **right** to be represented by **such** person's counsel, at **such** person's own expense. **The** hearing result **shall** be hand delivered or mailed by registered or certified mail, return receipt requested, to **the** Owner at the address **of** record with the Association within seven days after the hearing.

**(c)**

**Fairness.** **The Board of Directors and the Covenants** Committee **shall** treat all

Owners equitably, based upon decision-making and due process procedures, standards **and** guidelines adopted by **the** Board of Directors which, even if informal, shall **be applied** to all Owners consistently.

**Section 13.**

**Notification.** In addition to **all** other enforcement remedies **set** forth in **this**

Declaration and otherwise **available** to **the** Association as a matter of **law**, **the** Board of Directors may report violations of the Association Instruments to the Golf Club, which may, among **other** things, suspend the noncompliant Owner's use of **the** Golf Club amenities **until the** Lot or Owner **is** in compliance, as confirmed **by** the Board **of** Directors.

Section 14. Use of Advanced Technology.

**(a)**

POA Act. Due to the ongoing development of new technologies and

corresponding changes in business practices, **to the extent** permitted by law now or in **the future**:

**(1)** any notice required to be sent or received; **(2)** any signature, **vote**, consent or approval required to **be** obtained; or **(3)** any payment required to be **made**, under the Association

Instruments may be accomplished using **the** most advanced technology in implementing the provisions of the Association Instruments dealing with notices, payments, signatures, votes, **proxies**, ballots, consents or approvals **shall be** permitted as set forth in Section **55.1-1832** of the

POA Act.

**(b)**

Non-technology Alternatives; Exceptions. To **the extent** required by the

POA Act, if any **Owner**, occupant **or third** party does not have **the** capability or **desire** to conduct business using **electronic** or other technological **means**, **the** Association shall make reasonable accommodation, at its expense, for such person to conduct business with the Association without

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use of such electronic or **other** means until **such** means has become generally (if not universally) accepted in **similar** communities in **the Property** vicinity. **To** the extent set forth in the POA Act, the use of advanced technology as contemplated in this Section **shall** not apply to any notice related to an enforcement action by the Association, an assessment lien, or foreclosure proceedings in enforcement **of** an Assessment lien.

**[SIGNATURES AND NOTARIES APPEAR ON THE FOLLOWING PAGES]**



**PROPERTY  
OWNERS**

**CUTALONG ASSOCIATION, INC.**, a Virginia non-stock corporation, d/b/a Tributer Bay Property Owners Association

By:

**Name: Joe Walsh**

**Title: President**

STATE OF VIRGINIA:

CITY/COUNTY OF

**Louisa**

: to-wit:

**August**

The foregoing instrument was acknowledged before me this day of 2024, by Joe Walsh, as **President** of CUTALONG **PROPERTY OWNERS ASSOCIATION, INC.**, a Virginia non-stock corporation, d/b/a Tributer Bay Property **Owners** Association, on behalf of **the** corporation.

My commission expires:

Virginia Notary Registration #:

**All Amu Da**

Notary Public

**11/30/2025 356672**

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ANNE "NOTARY PUBLIC  
REG # 356672

MY COMMISSION EXPIRES 11/30/2025

**MONWEALTH**

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ACKNOWLEDGED BY:

DECLARANT:

STATE OF COUNTY OF

Virginia

RP20 CUTALONG CONSOLIDATED LLC, a **Utah limited** liability company

By:

Name: **Nathan** Kiser

Title: **Manager**

Lewisa

:

: to-wit

**The** foregoing instrument **was** acknowledged before me this day of

**August**

2024, by Nathan Kiser, as Manager of RP20 CUTALONG CONSOLIDATED LLC, a **Utah** limited liability company, on behalf of the company.

My Commission Expires:

Virginia Notary Registration #:

# Поливая

Notary **Public**

11/30/2025

356672

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ANNE NOTARY PUBLIC

REG # 356672 **MY** COMMISSION EXPIRES 11/30/2025

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**EXHIBIT A**

**OFFICER'S CERTIFICATION**

I, the undersigned officer of the Cutalong Property Owners Association, Inc., doing business as Tributer Bay Property Owners Association (the "**Association**"), **hereby** certify **that** at least **two-thirds** of the Voting Members have approved **the** foregoing amendments pursuant to **the** Amended and **Restated** Declaration of **Covenants**, Conditions, **Restrictions** and **Reservation** of Easements, **at** a duly convened meeting of the **Members** on July 10, 2024, and as evidenced by **the** executed **Proxy/Ballot/Consent Forms** attached as Exhibit **C** to **this** Declaration.

CUTALONG PROPERTY OWNERS ASSOCIATION, **INC.**, a Virginia non-stock **corporation**, doing business as Tributer Bay Property Owners Association

**By:**

Name: Joe **Walsh** Title: **President**  
(SEAL)

Commonwealth of Virginia

:

**City/County of Louisa**

: to wit:

The foregoing instrument was acknowledged before me **in my** aforesaid jurisdiction **this**

**13** day of **lynst**

2024 by Joe Walsh, President of **the** CUTALONG

**PROPERTY OWNERS ASSOCIATION, INC.**, d/b/a Tributer Bay Property Owners Association, on **behalf** of the corporation.

My Commission **Expires:**

Notary Registration Number:

**well Anne Wood**

Notary Public

**11/30/2025-**

356672  
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ANNE NOTARY PUBLIC  
WOOD  
REG # 356672  
MY COMMISSION:  
EXPIRES 11/30/2025

ALTH OF VIRGINIA  
VEALTH

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EXHIBIT B

PROPERTY

Lots 112 through 157, inclusive, and Parcel C, Cutalong Phase 1-A, as the same **are** shown on that

plat entitled "Subdivision Plat Cutalong Phase 1-A" prepared by Dewberry Consultants LLC, dated February 12, 2013, revised February 15, 2013, and recorded among the land records of Louisa County, Virginia in Plat Book 9, Pages 73-87.

## Mineral Magisterial District

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SIGNED RATIFICATION AND CONSENT FORMS

*Attach signed Consents*

**FOR SCANNING PURPOSES ONLY**

CUTALONG PROPERTY OWNERS ASSOCIATION, INC. d/b/a Tributer Bay Property Owners  
*Association*

PROXY/BALLOT/CONSENT FORM ("PROXY FORM")

Address of Cutalong/Tributer Bay Property Declarant  
Class B

Owner Name(s) **RP20 Cutelon 4**

Owner Name(s)

*(Print Name)*

*(Print Name)*

- 400 *(Print Address or Tax ID/GPIN Numbers)* and Consoli Dates LLC

DATED *(Print Name)*

and

*(Print Name)*

The undersigned hereby grant /my **proxy to the Secretary** of the **Association Meeting** for the purpose **of** establishing a quorum and casting **my** votes as **set** forth below at the **July 10, 2024 Special Meeting of** Cutalong Property Owners **Association**, Inc., d/b/a Tributer Bay Property Owners Association, **or any** recess or adjournment thereof (**the "Association Meeting"**).

The Proxy Holder is instructed to cast **my/our** votes as follows (**check only one**):

*In favor of* the amendments **to the** Amended and Restated **Declaration of** Covenants, Conditions, Restrictions and Reservation of Easements ("Declaration") proposed **by** the Board of Directors, as summarized in **the** Executive Summary of Proposed Declaration Amendments dated **June 4, 2024** ("Executive Summary") **and more specifically** detailed in the draft Second Amended and Restated Declaration **provided to the** Association membership **for consideration**.

Against the amendments **to the** Declaration **proposed by the** Board of Directors, as summarized in **the Executive Summary and more specifically detailed in the** draft

**Second** Amended and Restated Declaration provided to the Association membership for consideration.

**NOTE:** The **proxy** is revocable **by** the owner **or owners only** upon actual receipt of revocation notice by the person **presiding over** the meeting.

**Please sign and date below. DE WALY OR  
CATKING**

HAMDEN **PLEATHING** 1/3/22/

**Signature** of Owner (**indicate title or position**hafely Dor

Signature of Owner (indicate **title or position, if applicable**)

Signature of **Owner** (indicate title **or position, if applicable**)

**Date**

Date

**Date**

**ALL OWNERS OF RECORD MUST SIGN THIS PROXY FORM**

1. Use the **Proxy** Form **even if you plan** to attend the Association **meeting**
2. Print **your complete name and address in Cutalong/Tributer Bay. The names of all record owners of the Lot** should be identified.
3. All owners **of record** of the Lot must **sign this** Proxy Form.
4. **Complete, sign the Proxy Form and, before commencement of the Association Meeting,** return by hand-delivery, mail or email **to: Association** Secretary, at:

*clo:*

**S. Mark Hastings, CMCA, AMS, Community Association Manager 2400 Old Brick Road/Glen Allen, VA 23060 Email: Mark Hastings@fsresidential.com**

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CUTALONG PROPERTY OWNERS ASSOCIATION, INC. *d/b/a* Tributer **Bay** Property Owners Association

**PROXY/BALLOT/CONSENT FORM (“PROXY FORM”)**

Address of Cutalong/Tributer Bay Property

**Owner Name(s) J. Hall Homes, The, and**

Owner Name(s)  
*(Print Name)*

*(Print Name)*  
and

**29-11-155**

*(Print Address or Tax ID/GPIN Numbers)*

*(Print Name)*

*(Print Name)*

**The undersigned hereby grant /my proxy to the Secretary of the Association Meeting for the purpose of establishing a quorum and casting my votes as set forth below at the July 10, 2024 Special Meeting of Cutalong Property Owners Association, Inc., d/b/a Tributer Bay Property Owners Association, or any recess or adjournment thereof (the "Association Meeting").**

**The Proxy Holder is instructed to cast my/our votes as follows (check only one).**

# X

***In favor* of the amendments to the Amended **and** Restated Declaration of Covenants, Conditions,**

as summarized in the **Executive Summary of Proposed Declaration Amendments dated June 4, 2024 ("Executive Summary")** and more specifically detailed in the draft **Second Amended and Restated Declaration provided to the Association membership** for consideration.

***Against* the amendments to the Declaration proposed by the Board of Directors, as summarized in the Executive Summary and more specifically detailed in the draft Second Amended and Restated Declaration provided to the Association membership for consideration.**

**NOTE: The proxy is revocable by the owner or owners only upon actual receipt of revocation notice by the person presiding over the meeting.**

Please sign **and** date *below*.

**We President**

**07-10-24**

**Signature of Owner (indicate title or position, if applicable)**

Date

**Signature of Owner (indicate title or position, if applicable)**

Date:

**Signature of Owner (indicate title or position, if applicable)**

Date

**ALL OWNERS OF RECORD MUST SIGN THIS PROXY FORM**

**1. Use the Proxy Form even *if you* plan to attend the Association **meeting****

9-14

**2. Print your complete name and address in Cutalong/Tributer Bay. The names of all record owners of the Lot should be identified.**

**3. All owners of record of the Lot must sign this Proxy Form,**

**4. Complete, sign the Proxy Form and, *before* commencement of the Association Meeting, return by hand-delivery, mail or email to: Association Secretary, at:**

*c/o:*

**S. Mark Hastings, CMCA, AMS, Community Association Manager**

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CUTALONG PROPERTY OWNERS ASSOCIATION, INC.  
d/b/a Tributer *Bay Property Owners Association*

PROXY/BALLOT/CONSENT FORM ("PROXY FORM")

**Address of Cutalong/Tributer Bay Property  
Lot No. 121 Phase 1-A Curtalory**

*Owner Name(s)*

**Philip Cox**

*Owner Name(s)*

**Pamel**

Name

(Print  
Name)

and

Print  
(Print

*S or Tax ID/GPIN  
Numbers)*

(Print Name)

and **Pameka**

(Print  
Name)

The undersigned hereby **grant /my proxy** to the **Secretary** of the *Association Meeting* for the **purpose of establishing** a quorum **and casting my** votes **as** set forth **below** at the **July**

10, 2024 **Special Meeting of Cutalong Property Owners Association, Inc., d/b/a Tributer Bay Property Owners Association, or any recess or adjournment thereof (the "Association Meeting").**

The **Proxy Holder** is instructed to cast **my/our votes as follows (check only one):**

*In favor of the amendments to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("Declaration") proposed by the Board of Directors, as summarized in the Executive Summary of Proposed Declaration Amendments dated June 4, 2024 ("Executive Summary") and more specifically detailed in the draft Second Amended and Restated Declaration provided to the Association membership for consideration.*

- Against the amendments to the Declaration proposed by the Board of Directors, as summarized in the Executive Summary and more specifically detailed in the draft Second Amended and Restated Declaration provided to the Association membership for consideration.

**NOTE:** The proxy is revocable by the owner or owners only upon actual receipt of revocation notice by the person presiding over the meeting.

*Please sign and date below.*

Signature of Owner indicate title or position, if applicable) **Jamela. E. Cro**

Signature of Owner (indicate title or position, if applicable)

Signature of Owner (indicate title or position, if applicable)

2/10/2

4

7/10/29

Date

Date

Date

ALL OWNERS OF RECORD MUST SIGN THIS PROXY FORM

1. Use the **Proxy Form** even *if you plan to attend the Association meeting*
2. Print **your complete name and address in Cutalong/Tributer Bay**. The names of **all record owners** of the **Lot** should be identified.
3. All owners of record of the **Lot must sign this Proxy Form**.
4. Complete, **sign the Proxy Form** and, **before** commencement *of the Association Meeting*, return **by hand-** delivery, **mail** or **email to: Association Secretary, at:**

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c/o:

S. Mark Hastings, CMCA, AMS, Community Association Manager **2400 Old Brick Road/Glen Allen, VA 23060** Email: Mark **Hastings@fsresidential.com**

RECORDED IN CLERK'S OFFICE OF LOUISA  
COUNTY CLERK OF COURTS ON **AUGUST 23,**  
**2024** at 9:13:11 AM AS REQUIRED BY VA CODE  
558.1-802 STATE: \$0.00 LOCAL: \$0.00  
PATTY C. MADISON, LOUISA CLERK OF COUR  
PATTY C. MADISON CLERK OF  
COURT

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gdemahuand  
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Patty C. Madison, Louisa Clerk of  
Courts Patty C. Madison Clerk of Court  
100 W. Main St  
Louisa, VA  
23093

Phone Number:  
(540)967-5312

Official Receipt: 2024-00004686  
Printed on 08/23/2024 at 09:26:46 AM

By: 52 on

COTT3-10

Attn: PO BOX  
500

HIRSCHLER  
FLEISCHER

Date Recorded: 08/23/2024

Instrument ID

10 Recorded

Time

Bk 1971 Pg 476 09:13:11 AM

DEC- DECLARATION-  
STATEMENT

GRANTOR:CUTALONG  
PROPERTY ONWERS

ASSOCIATION INC  
EX:N

GRANTEE:CUTALONG PROPERTY  
ONWERS

ASSOCIATION INC  
EX:N

Address1:N

/A

Amount

\$60.0

0

Address2: N/A  
A

City/State/Zip:

N/A VA

MINERAL LOTS 112-157 PARCEL C

CUTA...

**Consideration:**

Assumption:

Locality

:CO

Pages:6

0

**Accounts**

Percent:

100.00%

Name  
s:

Amount

301-  
DEEDS

\$48.50

145-  
VSLF

\$3.50

106- TECHNOLOGY TRUST FUND  
FEE

\$5.0  
0

035 OPEN SPACE  
PRESERVATION

\$3.0  
0

**Itemized Check  
Listing**

Check #  
4976

\$60.0  
0

**Total Due:**

\$60.0  
0

Paid By

Check:

\$60.00

Change

Tendered:

\$0.00

WWW.COURTS.STATE.VA.US/COURTS/CI

RCUIT/LOUI

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