AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

THE TOWNS AT SWIFT CREEK

Tax Identification No.: 732686033000000 and as attached as Exhibit A-1

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THE TOWNS AT SWIFT CREEK

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS ("this Amended and Restated Declaration") is made this 21 day of May, 2020, by **SWIFT CREEK DEVELOPMENT, LLC,** a Virginia limited liability company ("Developer"), [named herein as "Grantor" and "Grantee" for purposes of recording]; and **SWIFT CREEK TOWNHOMES PROPERTY ASSOCIATION, INC.,** a Virginia nonstock corporation ("Association"), [named herein as "Grantee" for purposes of recording].

RECITALS

A. By recordation of a Declaration of Protective Covenants and Restrictions dated February 20, 2020, and recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia ("Clerk's Office") in Deed Book 12700 at Page 0702 (the "Original Declaration"), Developer subjected the real estate described in Exhibit A thereto, together with such additions thereto as may be made in the manner therein provided, to the covenants, restrictions, easements, charges and liens set forth therein, all of which are for the benefit of the community and the owners within the community, and thereby created a community generally known as "The Towns at Swift Creek" on the property described in Exhibit A thereto (the "Project").

B. Developer is the sole owner of the Properties (as defined in the Original Declaration), and Developer now desires to amend and restate the Original Declaration in its entirety and to adopt the amendments set forth in this Amended and Restated Declaration.

C. It is the intent of the Board of Directors of the Association to amend and restate the Articles of Incorporation of the Association filed with the Commonwealth of Virginia State Corporation Commission effective February 12, 2020 and attached as Exhibit B to the Original Declaration, and to amend and restate the Bylaws of the Association attached as Exhibit C to the Original Declaration, in connection with this amendment and restatement of the Original Declaration.

NOW, THEREFORE, Developer hereby declares that the Original Declaration is amended and restated to delete the entire document in its entirety, and the following Articles I through and including XII are substituted therefor. This Declaration may be executed in counterparts, all of which shall be read together as one document. The real property described in Exhibit A hereto, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, as the same may be amended, modified, supplemented or restated from time to time.

ARTICLE I

DEFINITIONS

Section 1.1. "Annual Assessment" shall have the meaning set forth in Section 5.3 of this Declaration.

Section 1.2. "Architectural Review Board" shall have the meaning set forth in Section 6.1 of this Declaration.

Section 1.3. "Articles" means the Amended and Restated Articles of Incorporation of Swift Creek Townhomes Property Association, Inc., as the same may be amended from time to time.

Section 1.4. "Association" means Swift Creek Townhomes Property Association, Inc., a Virginia nonstock corporation, its successors and assigns.

Section 1.5. "Bylaws" means the Amended and Restated Bylaws of Swift Creek Townhomes Property Association, Inc., as the same may be amended from time to time.

Section 1.6. "Clerk's Office" means the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

Section 1.7. "Common Area" means (i) real estate and/or easements specifically designated as "Common Area" or "Common Area Easement" or "Reserved Area" on recorded plats of the Properties, in any Supplemental Declaration or in any amendment to this Declaration or in any other instrument executed by Developer and recorded in the Clerk's Office; (ii) the portions of the Properties, if any, designated for "open space," "buffer zones," "scenic easements," "natural open space area," "conservation areas," "landscape easement," "trail easement" and "BMP" or similar purposes on recorded plats of the Properties and conveyed (by deed, plat dedication or easement) to and accepted by the Association; and (iii) all other real property, easements, and improvements or facilities now or hereafter owned by the Association which are intended to be devoted to the common use and enjoyment of the Owners and such non-Owners, if any, who have been authorized to use such Common Area pursuant to Sections 4.2 and/or 4.5 hereof. The Common Area includes or may in the future include, without limitation, certain rights of way which are not dedicated to the public (including but not limited to any security gates and/or related features that may be installed in connection therewith), certain alleyways and access drives providing access to and from residential Lots and Parcels, entrance signs and entry features (including certain landscaped medians, street trees and street lights), landscaping easements, certain fencing, medians located within or adjacent to streets within the Properties, certain parks and open space areas, one or more storm water detention and retention ponds and Best Management Practice Areas or "BMP's", swimming pool and related facilities, community center, tennis courts, areas set aside for pedestrian and/or bicycle paths and sidewalks, pavement, pedestrian access ways, retaining walls and other recreational facilities, and the Reserved Area.

Portions of the Common Area may be designated by the Developer pursuant to Section 4.3 hereof as "Limited Common Areas" for the exclusive use of one or more but less than all of the Owners and such non-Owners, if any, who have been authorized to use such Limited Common Area pursuant to Sections 4.2 and/or 4.5 hereof. Also, certain Parcels may include open space areas, easements and facilities which are intended to be maintained privately either by private ownership or by separate associations and which will not be designated as Common Area or Limited Common Area and will not be maintained by the Association. At Developer's option, the Properties may be served by one or more area-wide BMP's which also serve other property in The Towns at Swift Creek and which may or may not be designated as Common Area or Limited Common Area of the Association; provided, however, that appropriate cross-easements and cost sharing agreements will be established in such instances.

Section 1.8. "Declaration" means this Amended and Restated Declaration of Protective Covenants and Restrictions, as the same may from time to time be supplemented or amended.

Section 1.9. "Developer" means Swift Creek Development, LLC., a Virginia limited liability company, and its successors as "Developer" of the Properties to whom Swift Creek Development, LLC may assign its rights hereunder by instrument recorded in the Clerk's Office as provided in Section 9.11.

Section 1.10. "Developer/Investor Assessment" means the Proportionate Share of certain costs and expenses payable by Developer (or Investor Owner, as applicable) as more particularly set forth in Section 5.3(c) in the event Developer (or Investor Owner, as applicable) elects to pay such amount in lieu of paying the Annual Assessment for each Lot owned. Such amount shall exclude the Exterior Maintenance Charge if Developer (or Investor Owner, as applicable) has exercised its right under Section 3.8 to provide certain services to the Investor Lots, and such amount shall also exclude the Reserved Area Maintenance Charge payable by the Association to Developer (or Investor Owner, as applicable).

Section 1.11. "Exterior Maintenance Charge" means the cost of maintaining, repairing and replacing the exterior of the dwelling located on a Lot and any major Improvement thereto, including but not limited to (a) painting, repair, maintenance and replacement of all gutters, downspouts and roof drainage systems, (b) the maintenance of roofs, including shingles, sheathing and felt, (c) any exterior building wall surfaces, but expressly excluding the Landscaping Charge, (d) underground storm drainage systems, (e) driveways and walkways, and (f) any reserves associated with the foregoing, if any.

Section 1.12. "General Assessments" shall have the meaning set forth in Section 5.3 of the Declaration.

Section 1.13. "Governing Documents" means the Articles, the Bylaws, this Declaration and any Supplemental Declaration, as the same may be amended or supplemented from time to time.

Section 1.14. "Improvement" shall have the meaning set forth in Section 6.2 of this Declaration.

Section 1.15. "Investor Lots" means those certain Lots designated as "Investor Lots" by Developer or an affiliate, successor or assignee of Developer, by written notice to Association, which notice may, at Developer's sole discretion, be recorded in the Clerk's Office.

Section 1.16. "Investor Owner" means the record holder, whether one or more Persons or entities, of fee simple title to any Investor Lots, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.17. "Landscaping Charge" means the means the cost of maintaining, repairing and replacing all landscaping on the Lots, including, without limitation, mowing, seeding, watering, aerating, fertilizing, cutting, pruning, mulching, cleaning of debris, replacing dead or overgrown plants, and related maintenance provided by the Association.

Section 1.18. "Limited Common Area" means a portion of the Common Area designated by the Developer pursuant to Section 4.3 hereof for the exclusive use of one or more but less than all of the Owners.

Section 1.19. "Limited Common Expense Assessment" shall have the meaning set forth in Section 5.3 of this Declaration.

Section 1.20. "Lot" means any lot which is shown on a recorded subdivision plat (or any subsequently recorded subdivision plat) of any portion of the Properties subject to the Declaration and on which is constructed or is to be constructed a residence. The term "Lot" shall not include any portion of the Properties which at the time in question is not included in a recorded subdivision plat, nor shall "Lot" include Common Areas, Limited Common Areas, public streets or property dedicated to and accepted by a public authority.

Section 1.21. "Member" means every Person who holds membership in the Association.

Section 1.22. "Owner" means the record holder, whether one or more Persons or entities, of fee simple title to any Lot or Parcel, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.23. "Parcel" means any portion of the Properties subdivided from the residue thereof for the purpose of (i) resubdivision into Lots, (ii) the creation of a residential condominium and condominium units pursuant to the Virginia Condominium Act, as the same may be amended from time to time, or (iii) non-residential or commercial use.

Section 1.24. "Parcel Developer" means any person or entity who purchases a Parcel for the purpose of development and sale of Lots (including, without limitation, condominium units) or development of residential apartments.

Section 1.25. "Person" shall mean and refer to any individual, corporation, limited liability company, joint venture, partnership, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other separate legal entity.

Section 1.26. "Properties" means all property currently subjected to this Declaration, together with such other real property as may from time to time be subjected in whole or in part to this Declaration by Developer pursuant to Article II hereof as and when such other real property is subjected.

Section 1.27. "Proportionate Share" shall mean: (a) as to the calculation of the Developer/Investor Assessment, the relative percentage the number of Investor Lots bears to 300 (the total number of Lots in the Project) as determined as of October 15th of any calendar year immediately preceding the calendar year for which the Developer/Investor Assessment is to be charged; and (b) as to the Reserved Area Maintenance Charge, the amount determined by the Association's Board of Directors.

Section 1.28. "Reserved Area" means: (i) initially "Open Space E" as set forth and labeled on the plat of subdivision referenced in Exhibit A hereto comprising a portion of the Common Area, and (ii) such other portions of the Common Area owned by Developer (or Investor Owner if the Reserved Area has been conveyed to the Investor Owner) and hereafter designated as Reserved Area by Developer in an instrument recorded in the Clerk's Office; over which Developer has reserved unto the Association and the Owners of each Lot a non-exclusive right in common to the use and enjoyment of such Reserved Area subject to the Rules and the provisions of this Declaration, and for which the Association shall be responsible for paying the Reserved Area Maintenance Charge.

Section 1.29. "Reserved Area Maintenance Charge" means the amount charged to and payable by the Association to Developer (or the Investor Owner if the Reserved Area has been conveyed to the Investor Owner) as the Association's Proportionate Share of the costs of operating, managing, maintaining, repairing, replacing, insuring, and setting aside of reserves if any for, the Reserved Area and the Improvements thereon and the maintenance and replacement of the landscaping thereon as provided in Section 5.10.

Section 1.30. "Sub-association" shall mean the separate association, if any, incorporated as a Virginia non-stock corporation, now or hereafter created by Developer by recordation of a separate declaration applicable to the property described therein to which Developer and/or the Association may delegate certain rights, obligations, duties and responsibilities as more particularly set forth and described in Section 3.7.

Section 1.31. "Supplemental Declaration" shall have the meaning set forth in Section 2.3 hereof.

Section 1.32. "Virginia Code" shall mean the Code of Virginia, as in effect on the first date of recordation of this Declaration and as amended from time to time thereafter. Except as otherwise expressly permitted herein, if any sections of the Virginia Code referred to in this Declaration are hereafter repealed or recodified, each such reference shall be deemed to apply to the section of the Virginia Code that is the successor to the previous section referred to herein, or, if there is no successor section, such reference shall be interpreted as if the section had not been repealed.

Section 1.33. "Zoning Ordinance" means the zoning ordinance in effect for Chesterfield County, Virginia, as may hereafter be amended, together with all rules and regulations adopted pursuant thereto. If any applicable ordinances, rules and regulations in effect on the first date of recordation of this Declaration are subsequently repealed, amended or supplemented in any respect or if any variances or waivers are subsequently granted with respect thereto, the term "Zoning Ordinance" when used in interpreting or applying this Declaration at any point in time shall mean such ordinances, rules and regulations as they have been repealed, amended, supplemented, varied or waived as of such point in time. Without limiting the generality of the foregoing, "Zoning Ordinance" also includes any applicable proffers made by the Developer and/or their respective predecessor(s) in title to the extent applicable to the Properties and accepted by Chesterfield County, Virginia, as the same may be amended, modified, supplemented or amended and restated from time to time.

ARTICLE II

SUPPLEMENTAL DECLARATIONS; WITHDRAWAL OF PROPERTY

Section 2.1. Supplemental Declarations. Developer may, in its discretion, execute and record one or more supplemental declarations (each a "Supplemental Declaration") for the purpose of establishing certain additional or different covenants, easements and restrictions (including without limitation a different level of assessments) applicable to certain specified Lot(s). However, no negative reciprocal easement shall arise out of any Supplemental Declaration so as to bind any real property not expressly subjected thereto.

Section 2.2. Withdrawal. Developer shall have the right, in its sole discretion, to remove from the Properties any portion thereof by recording in the Clerk's Office a Supplemental Declaration describing the portion(s) to be removed from the Properties; provided, however, if such portion is owned by any Person other than Developer, then such withdrawal must be with the consent of such Person and Developer.

Section 2.3. Master Plan. The existence of a master plan for the Properties as part of the Zoning Ordinance or as used by Developer in developing and/or selling the Properties, Lots, and Parcels therein shall not be deemed to constitute a representation by Developer that the real estate shown thereon shall be developed as depicted on the master plan, and the master plan may be amended from time to time in the sole discretion of Developer with the consent (to the extent required) of Chesterfield County, Virginia.

ARTICLE III

OWNERS ASSOCIATION

Section 3.1. Membership. Every Owner of a Lot, and every Owner of a Parcel shall be a Member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot and/or Parcel. Upon the recordation of a deed to a Lot or a Parcel, the membership of the selling Owner shall cease, and the purchasing Owner shall become a Member of the Association.

Section 3.2. Classes of Membership. The Association shall have two classes of voting membership:

Class A. All Owners including Developer shall be Class A Members.

Class B. Developer shall be the Class B Member. The Class B membership shall terminate on the earlier of (i) the date on which Developer no longer owns any portion of the Properties, (ii) the date on which Developer executes and records in the Clerk's Office an amendment to this Declaration terminating the Class B membership, or (iii) on December 31, 2030.

Section 3.3. Voting Rights.

(a) Each Class A Member other than Developer shall be entitled to cast one vote for each Lot and Parcel owned. Developer shall be entitled to cast three votes for each Lot and Parcel Owned.

(b) In addition to any votes Developer may be entitled to as a Class A Member, Developer as the Class B Member shall be entitled to cast the Class B vote.

(c) The Articles contain additional provisions regarding the voting rights of Owners as Members of the Association.

Section 3.4. Suspension of Voting Rights. The voting rights of any Member subject to assessment under this Declaration shall be automatically suspended when any such assessment or any installment thereof shall remain unpaid for more than thirty (30) days after the date due, but upon payment in full of such assessment the voting rights of such Member shall automatically be restored. The Board of Directors shall have the power and authority to revoke the voting rights of any Member who it has determined has an outstanding violation of the Governing Documents and/or the Rules which has not been cured within the cure period stated in a written notice of violation by the Association to the Member following a due process hearing as provided in the Virginia Code at which the Board of Directors, or its tribunal, found the violation to exist. Upon curing such violation to the reasonable satisfaction of the Board of Directors, the voting rights of such Member shall be automatically restored. Additionally, upon the written request of the Sub-

association to the Association, the voting rights of any Member may be suspended when any Sub-association assessment or any installment thereof shall remain unpaid for more than thirty (30) days after the date due upon the vote of the Board of Directors of the Association, in which case the voting rights of such Member shall be restored upon the Association's receipt of written notice from the Sub-association that such assessment or installment payment thereof has been paid in full.

Section 3.5. Articles and Bylaws to Govern; Property Owners' Association Act. Except to the extent expressly provided in this Declaration, all the rights, powers and duties of the Association and the Members, including the Members' voting rights, shall be governed by the Articles and the Bylaws. The Articles provide, among other things, that the Investor Owner(s) may appoint two (2) persons to the Board of Directors of the Association, and, if Developer has created the Sub-association, the Sub-association shall designate one of its directors to also serve as a member of the Board of Directors of the Association. Following the expiration or earlier termination of Developer's Class B membership and until such time as Developer has created the Sub-association, the Class A Members of the Association other than Developer may elect an Owner to serve on the Association's Board of Directors and such election shall be held within ninety (90) days of the date of such expiration or earlier termination as applicable and thereafter in accordance with the provisions of the Articles and Bylaws. However, in the event of any conflict or inconsistency between the provisions of this Declaration or any Supplemental Declaration and the provisions of the Articles or Bylaws, this Declaration and all Supplemental Declarations (to the extent applicable) shall control. In addition to the rights, powers and duties of the Association provided in this Declaration, the Association shall have all of the rights, powers and duties provided in the Virginia Property Owners' Association Act, as the same may be amended from time to time.

Section 3.6. Authority of Board to Assess Charges. Pursuant to procedures established in the Articles, Bylaws, or any procedures enacted by the Board of Directors, and in addition to the right of the Board of Directors to revoke a Member's voting privileges as set forth in Section 3.4, the Board of Directors may assess charges, pursuant to the Virginia Code, against any Member for violation of the Declaration or any rule or regulation duly enacted by the Board of Directors in any amount not prohibited by law along with late charges and administrative charges in any amount not prohibited by law. The Board of Directors shall also have the power to (i) suspend a Member's right to use facilities or services, including utility services, provided directly through the Association for nonpayment of assessments, dues or other charges which are more than 60 days past due, to the extent that access to the Lot through the Common Areas is not precluded and provided that such suspension shall not endanger the health, safety or property of any Owner, tenant, or occupant and (ii) assess charges against any Member for any violation of the Declaration or rules and regulations for which the Member or his family members, tenants, guests or other invitees are responsible. Additionally, upon the written request of the Sub-association to the Association, the rights of any Member to use facilities or services, including utility services, provided directly through the Association may be suspended, to the extent that access to the Lot through Common Areas is not precluded and provided that such suspensions shall not endanger the health, safety or property of any Owner, tenant or occupant, for nonpayment of Sub-association

assessment, dues or other charges which are more than sixty (60) days past due, in which case the rights of such Member shall be restored upon the Association's receipt of written notice from the Sub-association that such assessment or installment payment thereof has been paid in full.

Section 3.7. Authority of Developer and/or Board to Delegate to Sub-association. From time to time, Developer and/or the Board shall have the power to delegate to the Sub-association all or any responsibilities, obligations, powers, and duties of the Association (collectively, the "Delegated Powers and Responsibilities"), and in such case, the Sub-association shall assume such Delegated Powers and Responsibilities in place of the Association unless and until such Delegated Powers and Responsibilities are revoked by written notice to the Sub-association by Developer and/or the Board. Such delegation may be a full delegation or may be a partial delegation of any or all of such Delegated Powers and Responsibilities and, unless otherwise determined by Developer or the Board, as applicable, shall bestow the Sub-association with the same powers, duties, responsibilities and remedies as may be available to the Association under this Declaration, any Supplemental Declaration, the Bylaws, the Articles and the Virginia Property Owners' Association Act, as the same may be amended from time to time. Any Delegated Powers and Responsibilities bestowed on the Sub-association may be revoked at any time and from time to time by Developer or the Board by written notice to the Sub-association.

Section 3.8. Delegation of Exterior Maintenance and Repair of Investor Lots to Investor Owner(s). Any Investor Owner who meets the definition of "Investor Owner" as set forth in Section 1.15 hereof, shall have the express and continuing right, as to the Investor Lot(s) owned by such Investor Owner, to assume the Association's (or Sub-association's, as applicable) obligation to provide certain maintenance and repair services to the Improvements located upon the Investor Lots provided such Investor Owner shall conduct such maintenance and repairs in a manner consistent with or better than that provided by the Association to Improvements located upon Lots not owned by such Investor Owner and in accordance with the architectural standards for the Project. Provided further, in the event an Investor Owner assumes such maintenance and repair of the Improvements located upon the Investor Lots, the Association (or the Sub-association, as applicable) shall not levy or charge the Investor Owner that portion of the Annual Assessment (or the Developer/Investor Assessment, as applicable) comprising the Exterior Maintenance Charge. The right of an Investor Owner to assume such maintenance and repair must be exercised by written notice to the Association and the Sub-association, if applicable, on or before October 1st of any calendar year. Such right, if so exercised by an Investor Owner shall be deemed to continue on a calendar year basis from year to year unless revoked by written notice from the Investor Owner to the Association and the Sub-association, if applicable, on or before October 1st of the calendar year preceding the applicable upcoming calendar year. Nothing in this Section 3.8 shall limit the Association's power, responsibility and duty to ensure the Investor Lots and Improvements thereon are maintained in accordance with this Declaration, and the Association shall have the full enforcement rights and remedies available under this Declaration and applicable law.

ARTICLE IV

COMMON AREA

Section 4.1. Obligations of the Association.

(a) The Association, subject to the rights of the Members set forth in this Declaration, to the rights of the Developer (or the Investor Owner, as applicable) as to the Reserved Area, to the authority of Developer and/or Board of Directors to delegate to the Sub-association as provided in Section 3.6, and to the rights of non-Owners, but only to the extent non-Owners are granted rights pursuant to the provisions of this Declaration, and except as otherwise provided with respect to the Reserved Area as set forth in subparagraph (f) below, shall be responsible for the maintenance, management, operation and control, for the benefit of the Members, of the Common Area and the Limited Common Area conveyed, reserved or dedicated to or for the benefit of the Association and all improvements thereon (including fixtures, personal property and equipment related thereto) and shall keep the Common Area, the Limited Common Area, and the improvements thereon in accordance with the requirements of the Zoning Ordinance, this Declaration and any applicable Supplemental Declaration, in good, clean and attractive condition, order and repair. Without limiting the foregoing, the Common Areas and Limited Common Areas, may include certain easements and/or licenses granted to or reserved for the benefit of the Association.

(b) The Association shall be responsible for the management, control and maintenance of all direction signs, temporary promotional signs, plantings (to include street trees), entrance features and/or "theme areas," lighting, stone, wood or masonry wall features and/or related landscaping, and sidewalk and bicycle/pedestrian paths erected, installed or planted in the Common Areas and the Limited Common Areas by the Developer or the Association; provided such items are not maintained by the applicable municipality or the Virginia Department of Transportation at its expense and are located within: (i) easement areas reserved for the benefit of the Association by virtue of this Declaration, any Supplemental Declaration, any recorded subdivision plat of the Properties, or otherwise; or (ii) Common Areas, Limited Common Areas and/or within landscaped areas of public right-of-ways for which the Association has assumed maintenance.

(c) Without limiting the foregoing, Developer shall have the authority to enter into one or more agreements with an electric utility company for the lease of street lights and related equipment and/or the provision of electric service associated therewith. The payment of any fees payable under such agreement(s) shall be the responsibility of the Association.

(d) In addition to the Association's responsibilities regarding the Common Areas and Limited Common Areas, the Association shall have the express right and authority to enter into cost sharing, shared use and cross access arrangements with any Person, including, without

limitation, any other property owners association providing services and/or shared facilities in the vicinity of the Property.

(e) The Association's performance of its obligations under this Section 4.1 shall be for the benefit of its Members and such non-Owners, if any, who have been authorized to use the Common Areas and Limited Common Areas pursuant to Sections 4.2, 4.3, and 4.5 hereof, provided, however, that the rights of such Members and non-Owners, if any, shall be subject to the provisions of this Declaration, any applicable Supplemental Declaration, the Articles, the Bylaws and such rules and regulations as may be adopted from time to time by the Association's Board of Directors.

(f) For so long as it owns record title to any of the Common Areas now or hereafter designated as "Reserved Area," and subject to the Association's obligation to pay the Reserved Area Maintenance Charge (as defined in Section 1.29), Developer (or the Investor Owner if the Reserved Area has been conveyed to the Investor Owner) shall be responsible for operating, managing, maintaining, repairing, replacing, insuring and setting aside reserves, if any, for the Improvements located upon such Reserved Area and maintaining and replacing the landscaping thereon, notwithstanding that such Reserved Area also constitutes Common Area. The Association shall budget for, collect and render to Developer (or the Investor Owner if the Reserved Area has been conveyed to the Investor Owner) the Reserved Area Maintenance Charge in accordance with Section 5.10.

Section 4.2. Owners' Rights of Enjoyment and Use of Common Areas. Subject to the provisions of this Declaration and any applicable Supplemental Declaration and the Articles, the Bylaws and such rules and regulations as may be adopted from time to time by the Association's Board of Directors, and except to the extent limited by the designation of "Limited Common Area" every Owner shall have a right of enjoyment in and to the Common Areas which right of enjoyment shall be appurtenant to and shall pass with the title to every Lot and Parcel. The Common Areas (including without limitation the Limited Common Areas and Reserved Area) shall be used by Owners only for the purpose or purposes for which the Common Areas may have been improved by Developer, the Parcel Developer or the Association and subject to any applicable restrictions in the Zoning Ordinance. Any Common Area which has not been improved for a particular use is intended to remain in its natural condition until so improved, and any use thereof by an Owner shall not damage or disturb such natural condition or the enjoyment thereof by other Owners. Without limiting the generality of the foregoing, the Developer reserves, for itself for so long as the Class B membership exists, and for the Association upon the expiration or earlier termination of the Class B membership, the right to grant to any Person or Persons a license and/or similar right to make exclusive use of portions of the Common Areas or Limited Common Areas; provided that any such grant is evidenced (i) in a writing executed by Developer and recorded in the Clerk's Office if granted by Developer or (ii) by duly adopted resolution of the Board of Directors of the Association if granted by the Association. Provided further, that for so long as Developer or any Investor Lot Owner remains the record owner of any Reserved Area, any grant of a license and/or similar right to any Person or Persons to make exclusive use of the Reserved Area shall require the prior written consent of Developer which Developer (or such Investor Owner, as applicable)

may grant or withhold in Developer's (or Investor Owner's) sole and absolute discretion. The rights afforded Owners hereunder are expressly subjected to Section 4.4(l) below.

Section 4.3. Limited Common Areas. The Developer shall have the power, at such time or times as it shall determine on or before December 31, 2030, to restrict portions of the Common Area for the primary use of the Owners of one or more specific Lots and such non-Owners, if any, who have been authorized to use such areas pursuant to Section 4.5 hereof, by designating such portions of Common Area as "Limited Common Area."

Developer may either: (i) indicate the locations of the Limited Common Area appertaining to one or more Lots by depicting such Limited Common Area and the Lots to which it is appurtenant on a plat attached to or recorded with a Supplemental Declaration; (ii) label a portion of the Common Area as "Common Area that may be assigned as Limited Common Area" on a plat attached as an exhibit to the applicable Supplemental Declaration and thereafter assign such Limited Common Area to one or more specific Lots by unilaterally amending the Supplemental Declaration to indicate the assignment depicting the Limited Common Area being assigned and the Lots to which it is appurtenant; or (iii) indicating that such Common Area is Limited Common Area by a description in the applicable Supplemental Declaration.

Subject to the provisions of this Declaration, any applicable Supplemental Declaration and the Articles and Bylaws, and such Rules and Regulations as may be adopted from time to time by the Association's Board of Directors, the Owners of Lot(s) to which Limited Common Area has been assigned and such non-Owners if any, who have been authorized to use such Limited Common Area pursuant to Section 4.5 hereof, shall have the primary right of enjoyment in and to the Limited Common Area assigned which right of enjoyment shall be appurtenant to and shall pass with the title to every Lot to which such Limited Common Area is appurtenant. The Limited Common Areas shall be used by Owners of Lots to which such Limited Common Areas may have been assigned and such non-Owners, if any, who have been authorized to use such Limited Common Areas pursuant to Section 4.5 hereof, only for the purpose or purposes for which the Limited Common Areas may have been improved by the Developer, the Parcel Developer or the Association and subject to any applicable restrictions in the Zoning Ordinance. Any Limited Common Area which has not been improved for a particular use is intended to remain in its natural condition until so improved, and any use thereof by an Owner of a Lot to which such Limited Common Area is appurtenant shall not damage or disturb such natural condition or the enjoyment thereof by other Owners of Lots to which such Limited Common Area is appurtenant. Without limiting the generality of the foregoing, the Developer reserves, for itself for so long as the Class B membership exists, and for the Association upon the expiration or earlier termination of the Class B membership, the right to grant to any Person or Persons a license and/or similar right to make exclusive use of portions of the Limited Common Areas; provided that any such grant is evidenced (i) in a writing executed by Developer and recorded in the Clerk's Office if granted by Developer or (ii) by duly adopted resolution of the Board of Directors of the Association if granted by the Association. Notwithstanding any provision to the contrary in this Declaration or any amendment thereto, neither all nor any portion of the Reserved Area shall in any event be designated Limited Common Area.

Section 4.4. General Limitations on Owners' Rights. The Owners' rights of enjoyment in the Common Areas and the Limited Common Areas shall be subject to the following:

(a) the right of the Association's Board of Directors to establish reasonable rules and regulations and to charge reasonable admission and other fees for the use of the Common Areas and the Limited Common Areas, provided, however, any rules and regulations applicable to the Reserved Area shall be subject to the prior written consent of the Developer (or the Investor Owner if Developer has conveyed the Investor Lots to the Investor Owner);

(b) the right of the Developer for so long as the Class B membership exists, and the right of the Association upon the expiration or earlier termination of the Class B Membership, to grant to any Person or Persons licenses and/or similar rights to make exclusive use of such areas as more particularly set forth and described in Sections 4.2 and 4.3 hereof;

(c) the right of the Association's Board of Directors to suspend the right of an Owner to use or benefit from any of the Common Areas or the Limited Common Areas for the period during which any assessment or installment thereof against his Lot or Parcel is delinquent (or, upon the written request of the Sub-association when any Sub-association assessment or any installment thereof shall be delinquent) as long as access to the Lot or Parcel through the Common Areas or the Limited Common Areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any Owner;

(d) the right of the Association's Board of Directors to suspend the right of an Owner to use or benefit from any of the Common Areas or the Limited Common Areas for any period during which any other violation by the Owner of this Declaration, a Supplemental Declaration or the rules promulgated by the Association's Board of Directors pursuant to this Declaration remains uncorrected after the last day of a period established for correction by the Association's Board of Directors (such period to be stated in a notice to the Owner together with a statement of the violation complained of and the manner of its correction) and for not more than sixty (60) days after such correction (or, upon the written request of the Sub-association for any period during which any other violation by the Owner of the Sub-association declaration or the rules promulgated by the Sub-association's Board of Directors pursuant to the Sub-association declaration remains uncorrected after the last day of a period established for correction by the Sub-association's board of directors and for not more than sixty (60) days after such correction);

(e) subject to the Bylaws and any applicable provision of the Virginia Code, the right of the Association's Board of Directors to encumber and mortgage any or all of the Common Areas excluding the Reserved Area or the Limited Common Areas and the right of the Developer (or the Investor Owner if title to the Reserved Area has been transferred to the Investor Owner) to mortgage and/or otherwise encumber the Reserved Area;

(f) subject to the Bylaws, the right of Developer or the Association's Board of Directors to grant or assign utility easements across the Common Areas or the Limited Common

Areas as provided in Article VIII, provided only the Developer, or the Investor Owner if title to the Reserved Area has been transferred to the Investor Owner, may grant or assign utility easements encumbering the Reserved Area;

(g) subject to the Bylaws and the Virginia Code, the right of the Association's Board of Directors to dedicate or transfer all or any part of the Common Areas or the Limited Common, other than the Reserved Area, to any public agency, authority or utility for such purposes and subject to such conditions as may be desired by the Association's Board of Directors;

(h) all of the other easements, covenants and restrictions provided for in this Declaration and any Supplemental Declaration(s) applicable to the Common Areas and the Limited Common Areas;

(i) the Developer's designation of certain Common Areas as "Limited Common Areas" for the exclusive use and benefit of the Owners of one or more specified Lots (and such non-Owners, if any, who have been authorized to use such areas pursuant to Section 4.5 hereof);

(j) rights of others, if any, in and to any existing cemeteries located within the Common Areas and the Limited Common Areas;

(k) the right of the Association's Board of Directors (or the Developer or the Investor Owner, as applicable, as to any Reserved Area) to permit use of any facilities situated on Common Area by use of Persons other than Owners, their families, lessees and guests upon payment of use fees or other consideration established by the Board of Directors, provided no such permission shall be granted for the Reserved Area without the prior written consent of the Developer (or the Investor Owner if title to the Reserved Area has been transferred to the Investor Owner); and

(l) the rights of the Developer (or the Investor Owner if title to the Reserved Area has been transferred to the Investor Owner) and its authorized agents, representatives and employees to (i) occupy and maintain one or more offices located within Improvements located on the Reserved Area for the purpose of conducting sales, leasing and marketing of the Project and/or the Properties and (ii) occupy and maintain a maintenance office within the Improvements located on the Reserved Area, provided the costs for same shall be taken into account in determining the Reserved Area Maintenance Charge.

Section 4.5. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area or to the Limited Common Area to members of his family living on his Lot and to his guests, and he may transfer such right to his tenants, subject to such rules and regulations and fees as may be established from time to time by the Association's Board of Directors.

Section 4.6. Damage to or Destruction of Common Area or Limited Common Area by Owner. In the event any Common Area (other than the Reserved Area), Limited Common Area or improvement or other property thereon is damaged or destroyed by an Owner, his tenants, guests, licensees, agents or members of his family, the Association may repair such damage at the Owner's expense. The Association shall repair such damage in a good and workmanlike manner in conformance with the original plans and specifications of the area or improvement involved, or as the Common Area, Limited Common Area or improvement or other property may have been theretofore modified or altered by the Association, in the discretion of the Association's Board of Directors. The cost of such repairs, including the administrative time and costs of the Association, shall become a special assessment on the Lot of such Owner and shall constitute a lien on such Owner's Lot and be collectible in the same manner as other assessments set forth herein. In the event the Reserved Area or Improvement or other property located thereon is damaged or destroyed by an Owner, his tenants, guests, licensees, agents or members of his family, Developer (or the Investor Owner if title to the Reserved Area has been transferred to the Investment Owner) may repair such damage at the Owner's expense. The cost of such repairs, including the administrative time and costs of the Developer (or the Investor Owner if title to the Reserved Area has been transferred to the Investment Owner), shall be promptly reimbursed by the Association to the Developer (or the Investor Owner, as applicable) and shall become a special assessment on the Lot of such Owner and shall constitute a lien on such Owner's Lot and be collectible in the same manner as other assessments set forth herein.

Section 4.7. Rights in Common Areas and Limited Common Areas Reserved by Developer. Until such time as Developer, or a Parcel Developer, conveys a parcel of real estate constituting Common Area or Limited Common Area, to the Association, Developer or a Parcel Developer shall have the right as to that Parcel, but not the obligation, (i) subject to the provisions of Article VI hereof, to construct such improvements thereon as it deems appropriate for the common use and enjoyment of Owners, including, without limitation, directional signs, and recreational facilities, and (ii) to use the Common Area or Limited Common Area for other purposes not inconsistent with the provisions of this Declaration (including, without limitation, for a marketing sales office, construction control center or hospitality center).

Section 4.8. Title to Common Area and Limited Common Area. Developer or a Parcel Developer may retain legal title to the Common Areas or Limited Common Areas, or portions thereof, but notwithstanding any provision herein to the contrary, the applicable Developer and/or the applicable Parcel Developer shall convey each Common Area or Limited Common Area to the Association, in a good and workmanlike condition reasonably acceptable to the Association, free and clear of all liens but subject to this Declaration and all other easements, conditions and restrictions of record at such time as such improvements are completed and in a condition acceptable to the Association. The foregoing notwithstanding, a Parcel Developer shall not convey any property to the Association unless the Developer is a party to the instrument of conveyance. Regardless of whether the Common Areas or Limited Common Areas actually have been conveyed by the applicable Developer or the Parcel Developer, as the case may be, Owners and the Association shall have all the rights and obligations imposed by this Declaration, any Supplemental Declaration, the Articles and Bylaws with respect to the Common Areas and the

Limited Common Areas from and after the date such Common Areas or Limited Common Areas are designated as such by recordation of an appropriate instrument in the Clerk's Office. The Association shall be liable from the date such Common Areas and Limited Common Areas are so designated for payment of insurance and maintenance costs with respect thereto. The foregoing notwithstanding, Developer (or the Investor Owner if title to the Reserved Area has been transferred to the Investor Owner) may retain record title to any Reserved Area (subject to the easement reserved herein to each Owner of a Lot to use and enjoy such Reserved Area as a Common Area of the Association), and the Association shall have the responsibility to budget for, collet and render to Developer (or Investor Owner, as applicable) the Reserved Area Maintenance Charge as more particularly set forth in Section 5.10.

Section 4.9. Veterans Administration Approval. So long as the Class B Membership exists, after the conveyance of any Common Area or Limited Common Area to the Association, Developer shall not do the following without the prior written approval of the Veterans Administration: (i) mortgage any Common Areas (other than the Reserved Area) or Limited Common Areas, (ii) dedicate any Common Areas or Limited Common Areas to general public use, or (iii) consolidate, merge or dissolve the Association.

Section 4.10. Reservation of Rights Regarding Common Area and Limited Common Area. Certain of the open space, conservation areas, and historic resources may be better suited for ownership by a private, nonprofit organization among whose purposes is the conservation of open space land and/or natural or historic resources. Notwithstanding anything in this Declaration to the contrary, and regardless of whether such areas have previously been designated as Common Areas or Limited Common Areas, Developer reserves for itself, and its successors and assigns, the right, at such time or times as it shall determine on or before December 31, 2030, to transfer and convey in fee simple such open space, conservation areas, and historic resources as Developer deems in the best interests of such areas to one or more private, nonprofit organizations. Any transfer and conveyance shall comply with the specific criteria set forth in the Zoning Ordinance. The provisions of this Section 4.10 shall not apply to the Reserved Area.

ARTICLE V

ASSESSMENTS

Section 5.1. Creation of the Lien and Personal Obligation for Assessments. Developer, for each Lot or Parcel owned within the Properties, hereby covenants (subject to Sections 5.5, 5.8, 5.9 and 5.10), and each Owner of any Lot or Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant to pay to the Association assessments as set forth in this Declaration, any Supplemental Declaration and in the Bylaws. The assessments, together with interest thereon, late charges, administrative costs and fees, postage and copying costs, and costs of enforcement and collection (including all attorneys' fees), shall be a continuing lien upon the Lot or Parcel against which each such assessment is made in order to secure payment thereof and shall also be the personal obligation of the party who was the Owner of the Lot or Parcel at the time the assessment fell due. Subject to the rights of Investor Owners

and Developer as set forth in Sections 3.8 and 5.10, no Owner may waive or otherwise avoid liability for the assessments provided herein by nonuse of the Common Areas, the Limited Common Areas or abandonment of his Lot or Parcel. Each assessment that is not paid when due shall bear interest at the rate established by the Association, which rate shall not exceed the maximum rate permitted by applicable law. In addition to bearing interest, each assessment that is not paid within ten (10) days of its due date shall incur a late charge of twenty dollars ($20.00) or such greater amount as may be established from time to time by resolution duly adopted by the Board of Directors of the Association.

Section 5.2. Purpose of Assessments. The assessments levied by the Association shall be used for the management, maintenance, improvement, care, operation, renovation, repair and replacement of the Common Areas and Limited Common Areas and improvements thereon, and other property owned or acquired by the Association of whatsoever nature; for the payment of the Reserved Area Maintenance Charge to Developer as provided in Section 5.10; the discharge of all taxes and other levies and assessments against the Common Areas and the Limited Common Areas and improvements thereon and other property owned or acquired by the Association excluding any taxes against the Reserved Area for so long as the record title for the Reserved Area is owned by Developer or the Investor Owner, as applicable; the procurement of insurance by the Association in accordance with the Declaration, Articles, Bylaws and/or other applicable law or requirements; the establishment of reserves with respect to the Association's obligations; the discharge of the Association's contractual and legal obligations; the performance of services by the Association, its contractors, employees, and agents, as authorized in this Declaration and/or in the Articles, Bylaws or other applicable law or requirement, including without limitation the services provided pursuant to Article XII hereof; maintenance of the exterior of dwelling units as required by the Association and set forth in Article XII hereof; the discharge of such other obligations as may be imposed upon or assumed by the Association pursuant to its Articles, Bylaws, this Declaration, any Supplemental Declaration or any other agreement or applicable requirement, and such other purposes as may be authorized by or pursuant to the Declaration, Articles, Bylaws, or other applicable law or requirement.

Section 5.3. Annual Assessments. "Annual Assessments" shall mean "General Assessments" and "Limited Common Expense Assessments." Annual Assessments shall not mean Developer/Investor Assessments. For all purposes of this Declaration, "assessments" shall include interest thereon, late charges, administrative costs and fees, postage and copying costs, and costs of enforcement and collection (including all attorney's fees).

(a) General Assessments.

1. Purpose. "General Assessments" shall mean those assessments used for the general purposes set forth in Section 5.2 above except that the General Assessments shall not be used for those purposes for which Limited Common Expense Assessments shall be used. As to the Investor Lots, General Assessments shall not include Exterior Maintenance Charges if the Developer (or the Investor Owner, as applicable) has exercised the option to provide certain exterior maintenance for the Investor Lots and Improvements thereon as provided in Section 3.8.

Further, as to the Investor Lots, General Assessments shall not include the Reserved Area Maintenance Charge for so long as Developer (or the Investor Owner, as applicable) owns the Reserved Area. In lieu of paying the Annual Assessments, including without limitation, the General Assessments, Developer (and the Investor Owners, if any) shall have the option to pay the Developer/Investor Assessment as set forth in subparagraph (c) below.

2. Basis. The General Assessments shall be established upon the basis of an annual budget adopted by the Board of Directors of the Association and increased or decreased from time to time by the Board of Directors of the Association pursuant to the Bylaws.

(b) Limited Common Expense Assessments.

1. Purpose. "Limited Common Expenses" are those expenses attributable to managing, maintaining, improving, caring, operating, renovating, repairing, establishing appropriate reserves for, insuring and replacing Limited Common Areas, as well as the cost of providing certain services to individual Lots and/or Parcels. The purpose of the "Limited Common Expense Assessment" is to provide a means whereby the Owners of Lots and/or Parcels who directly benefit from specific Limited Common Area and/or certain services applicable to individual Lots and/or Parcels pay their proportionate share of the Limited Common Expenses attributable to such Limited Common Area and/or services.

2. Basis. Limited Common Expenses may be assessed by the Association only against the Lots and/or Parcels benefited by the applicable Limited Common Expenses, and shall be allocated among those Lots and/or Parcels in proportion to their relative General Assessment liability, inter se, based on usage, or as otherwise reasonably determined by the Board of Directors, as appropriate. Such Limited Common Expenses shall be determined as follows:

(i) Any expenses designated in a Supplemental Declaration as Limited Common Expenses to be paid by the Owners of designated Lots and/or Parcels subject to such Supplemental Declaration;

(ii) Any expenses proposed by the Board of Directors or a specific group of Owners as Limited Common Expenses against a specific group of Lots and/or Parcels and agreed to by Members entitled to cast a majority of the total number of votes with respect to such Lots and/or Parcels, assessed against such Lots and/or Parcels as such Owners may agree or in proportion to their relative General Assessment liability, inter se, or as otherwise reasonably determined by the Board of Directors;

(iii) Any expenses incurred in the upkeep of or the maintenance of, and reserves for the upkeep and replacement of, common "private" alleys, drives, and/or parking areas serving a limited number of Lots and/or Parcels and labeled "private" on the applicable recorded plat and/or described as "private" in the applicable Supplemental Declaration shall be assessed only against the Lots and/or Parcels served by such private alley, drive and/or

parking area, as determined by Declarant or the Board of Directors, in their reasonable discretion; and

(iv) Any expenses incurred in the upkeep of, or the maintenance of reserves for the upkeep of, Limited Common Area may be assessed only against the Lots and/or Parcels served by such Limited Common Area, as determined by Declarant or the Board or Directors, in their reasonable discretion; and

(v) Any service to individual Lots and/or Parcels based on usage.

(c) Developer/Investor Assessments.

1. Purpose. In lieu of paying Annual Assessments, including without limitation General Assessments, Developer (or Investor Owner, as applicable) shall have the option to pay the Developer/Investor Assessment. In addition, if Investor Owner exercises its rights under Section 3.8, the Developer/Investor Assessment shall exclude the Exterior Maintenance Charge for the Investor Lots for the applicable calendar year. The Developer/Investor Assessment shall not include any cost or expenses comprising the Reserved Area Maintenance Charge. The option to pay the Developer/Investor Assessment shall be exercisable by giving written notice to the Association on or before October 1st of the year preceding the calendar year in which the Annual Assessments will be applicable, and shall continue from year to year on a calendar year basis unless revoked by written notice from the Investor Owner to the Association and the Sub-association, if applicable, on or before October 1st of the calendar year preceding the applicable upcoming calendar year.

2. Basis. The Developer/Investor Assessment shall be calculated as provided in Section 1. 10.

Section 5.4. Special Assessments. In addition to the General Assessments and Limited Common Expense Assessments, the Board of Directors of the Association may levy a periodic special assessment if the purpose in doing so is found by the Board of Directors to be in the best interest of the Association and the proceeds of such assessment are used for (1) the maintenance and upkeep, including capital expenditures, of the Common Area, including but not limited to the Reserved Area, and Limited Common Area(provided the special assessment is levied against only those Lots and/or Parcels within such Limited Common Area); (2) the discharge of taxes, the procurement of insurance, the establishment of reserves, and the discharge of such services and other obligations as may be assumed by the Association pursuant to its Articles, Bylaws, the Declaration or Supplemental Declaration or any cost sharing, use or cross easement arrangements entered into with any other Person, and for such other purposes as authorized by or pursuant to the Articles or Bylaws; and (3) if the Reserved Area Maintenance Charge is insufficient in any given calendar year to cover the Association's Proportionate Share of the costs and expenses for managing, operating maintaining, repairing, replacing, insuring and setting aside reserves for the Reserved Area and landscaping the Reserved Area. Any special assessment levied against the

Investor Lots must exclude the Exterior Maintenance Charges applicable to Lots if the Investor Owner has exercised its option to maintain the exterior of the dwelling and Improvements on the Investor Lots as provided in Section 3.8, and must exclude the Reserved Area Maintenance Charge for so long as the Developer (or the Investor Owner, as applicable) owns the Reserved Area.

Section 5.5. Date of Commencement of Annual Assessments. Subject to Section 5.9, the Annual Assessments provided for herein shall commence as to each Lot or Parcel on the first day of the month following the recordation of the deed to such Lot or Parcel to the first purchaser thereof (other than Developer, Parcel Developer, or an owner who purchases solely for the purpose of constructing a dwelling therein for resale). The first Annual Assessment on a Lot or Parcel shall be adjusted according to the number of months remaining in the calendar year. Unless the Board of Directors of the Association amends the Bylaws to provide otherwise, the Annual Assessments shall be paid as provided in the Bylaws.

Section 5.6. Effect of Nonpayment of Assessments; Remedies of Association. The lien of the assessments provided for in this Declaration may be perfected and enforced in the manner provided the Virginia Code. A statement from the Association showing the balance due on any assessment shall be prima facie proof of the current assessment balance and the delinquency, if any, due on a particular Lot or Parcel. The Association may also bring an action at law against any Owner personally obligated to pay the same, either in the first instance or for deficiency following foreclosure, and interest, late charges and costs of collection including attorney's fees shall be added to the amount of such assessment and secured by the assessment lien. In addition, if any installment of any assessment is not paid within thirty (30) days after the due date, the Board of Directors shall have the right upon notice to the Owner to accelerate the installments owed and declare the entire balance of any Annual Assessment or Special Assessment due and payable in full.

Section 5.7. Subordination of Lien to Mortgages. The lien upon each of the Lots and Parcels securing the payment of the assessments shall have the priority set forth in the Virginia Code.

Section 5.8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments and liens created herein: (i) any property used as a sales or leasing center, model, maintenance center or management facility by Developer or for similar purposes; (ii) all properties dedicated and accepted by a public authority; (iii) all Common Areas and Limited Common Areas; and (iv) all properties wholly exempt from real estate taxation by state or local governments upon the terms and to the extent of such legal exemption; and (v) all Lots and Parcels owned by the Developer and/or any of Developer's affiliates (but shall not include the Investor Owner as to Investor Lots owned by the Investor Owner).

Section 5.9. Annual Budget. The Board of Directors shall adopt a proposed annual budget for each fiscal year, which budget shall provide for the annual level of assessments (including provision for reserves and physical damage insurance deductibles) and an allocation of expenses. There shall be no responsibility for the payment of assessments until after the Board of Directors

adopts its initial annual budget. The procedure for adopting, ratifying or rejecting the budget is set forth in the Bylaws.

Section 5.10. Annual Budget for Reserved Area. The Developer, or the Investor Owner if the Reserved Area has been conveyed to the Investor Owner, shall develop a proposed annual budget for each fiscal year for the Reserved Area (including provisions for reserves and physical damage insurance deductibles) and an allocation of expenses for the levying of the Reserved Area Maintenance Charge in accordance with Section 1.10 and shall provide the same to the Board of Directors of the Association on or before October 1st of each calendar year. The Association shall incorporate the amount of the Reserved Area Maintenance Charge into the common expenses of the Association as part of the Association's annual budget. In the event any annual Reserved Area Maintenance Charge is insufficient to pay the Association's Proportionate Share of the actual costs incurred by Developer (or Investor Owner, as applicable) for the Reserved Area in any calendar year, Developer (or the Investor Owner if the Reserved Area has been conveyed to the Investor Owner) shall provide a reconciliation of such actual year-end costs to Association, and Association shall reimburse Developer (or the Investor Owner, as applicable) for the Association's reconciled Proportionate Share of such actual costs within thirty (30) days of receipt of notice of the amount of such deficiency.

Section 5.11. Capitalization of Association. Upon the acquisition of record title to a Lot or Parcel by the first purchaser thereof (other than Developer, Parcel Developer, or an owner who purchases solely for the purpose of constructing a dwelling thereon for resale), a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in the amount equal to one-half of the amount of the Annual Assessment payable on such Lot or Parcel for that year or such other amount as shall be determined by the Board of Directors. This amount shall be deposited in the purchase and sales escrow at settlement and shall be disbursed therefrom to the Association for its working capital.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.1. Architectural Review Board. There is hereby established a board (the "Architectural Review Board") for the purpose of reviewing and, as appropriate, approving, approving with conditions, or disapproving all Plans (hereinafter defined) submitted by Owners in accordance with this Article VI. Subject to any retained right of Developer to exercise some or all the duties and the authority of the Architectural Review Board as hereinafter provided, the Architectural Review Board shall be composed of three persons, who need not be Members of the Association, from time to time appointed by Developer until 100% of the Properties have been developed and conveyed to Owners other than builders or appointed by the Board of Directors of the Association from and after the date on which Developer no longer has a Class B membership or delegates this responsibility to the Association or Sub-Association by written instrument in recordable form executed by Developer. The Developer or the Board of Directors, as the case may be, may appoint one alternate member to the Architectural Review Board, which alternate member

may vote only in the absence of a regular member. The members of the Architectural Review Board shall serve for such terms as may be determined by Developer or the Board of Directors of the Association, as the case may be. The Developer reserves the right (which may be exercised at any time or from time to time) to delegate certain, but less than all Architectural Review Board responsibilities to the Association or the Sub-Association, and if Developer exercises this right the Board of Directors may appoint its own review board which satisfies the same criteria as set forth herein for the Architectural Review Board. For example, by way of illustration and not limitation, the Developer may delegate to the Association the authority for reviewing and as appropriate approving or disapproving Plans submitted for modifications, alterations or additions made on or to existing structures on Lots, in which case the Board of Directors shall appoint its own architectural review board for the purpose of exercising such delegated authority. The Developer appointed Architectural Review Board and authorized architectural review board appointed by the Board of Directors shall be collectively referred to herein for ease of reference as the "Architectural Review Board." References herein to Architectural Review Board shall apply to either or both boards, as applicable. Regardless of the foregoing, until 100% of the Properties have been developed and conveyed to Owners other than builders, the Developer may retain some or all of the duties and authority of the Architectural Review Board, which may be exercised by any authorized officer or employee of the Developer.

Section 6.2. Plans to be Submitted. Before commencing the construction, erection or installation of any building, addition, patio, deck, fence, wall, animal pen or shelter, exterior lighting, sign, mailbox or mailbox support, improvement or other structure (each of the foregoing being hereinafter referred to as an "Improvement") on any Lot or Parcel, including any site work in preparation therefor, and before commencing any alteration, enlargement, demolition or removal of an Improvement or any portion thereof in a manner that alters the exterior appearance (including but not limited to paint color) of the Improvement or of the Lot or Parcel on which it is situated, each Owner shall submit to the Architectural Review Board a completed application on the form provided by the Architectural Review Board (the "Application"), a proposed construction schedule and at least three sets of plans and specifications of the proposed construction, erection, installation, alteration, enlargement, demolition or removal, which plans and specifications shall include (unless waived by the Architectural Review Board): (i) a site plan showing the size, location and configuration of all Improvements, including driveways and landscaped areas, and all setback lines, buffer areas and other features required under the Zoning Ordinance or the guidelines adopted by the Architectural Review Board, (ii) as to Improvements initially constructed on a Lot or Parcel, landscaping plans showing the trees to be removed and to be retained and shrubs, plants and ground cover to be installed, (iii) architectural plans of the Improvements showing exterior elevations, construction materials, exterior colors, driveway material, (iv) a sediment and erosion control plan, and (v) a tree protection plan and such other information as the Architectural Review Board in its discretion shall require (collectively, the "Plans"). The Architectural Review Board may, in its sole discretion, waive the requirement that any or all of the required Plans be submitted in a particular case where it determines such Plans are not necessary to properly evaluate the Application. The Architectural Review Board shall not be required to review any Plans unless and until the Application has been submitted in completed form with the proposed construction schedule and all of the required items. The Application, Plans and the proposed construction

schedule must be submitted to the Architectural Review Board at the address of Developer in the same manner as notices are to be sent to Developer pursuant to Article XI, for so long as all members of the Architectural Review Board are appointed by Developer, and thereafter (or to the extent authority has been delegated to an Architectural Review Board appointed by the Board of Directors) the Application, Plans and the proposed construction schedule may be submitted to the Architectural Review Board at the address of the Association in the same manner as notices are to be sent to the Association pursuant to Article XI.

Section 6.3. Consultation with Architects, etc.; Administrative Fee. In connection with the discharge of its responsibilities, the Architectural Review Board may engage or consult with architects, engineers, planners, surveyors, attorneys and others. Any person seeking the approval of the Architectural Review Board agrees to pay all fees thus incurred by the Architectural Review Board and further agrees to pay an administrative fee to the Architectural Review Board in such amount as the Architectural Review Board may from time to time reasonably establish. The payment of all such fees is a condition to the approval or disapproval by the Architectural Review Board of any Plans, and the commencement of review of any Plans may be conditioned upon the payment of the Architectural Review Board's estimate of such fees.

Section 6.4. Approval of Plans. The Architectural Review Board shall not approve the Plans for any Improvement that would violate any of the provisions of this Declaration or of any Supplemental Declaration applicable thereto. In all other respects, the Architectural Review Board may exercise its sole discretion in determining whether to approve or disapprove any Plans, including, without limitation, the location of any Improvement on a Lot or Parcel.

Section 6.5. No Structures to be Constructed, etc. Without Approval. No Improvement shall be constructed, erected, installed or maintained on any Lot or Parcel, nor shall any Improvement be altered, enlarged, demolished or removed in a manner that alters the exterior appearance (including without limitation paint color) of the Improvement or of the Lot or Parcel on which it is situated, unless the Application, Plans and construction schedule therefor have been approved by the Architectural Review Board. After the Application, Plans and construction schedule therefor have been approved, all Improvements shall be constructed, erected, installed, maintained, altered, enlarged, demolished or removed strictly in accordance with the approved Plans. Upon commencing the construction, erection, installation, alteration, enlargement, demolition or removal of an Improvement, all of the work related thereto shall be carried on with reasonable diligence and dispatch and in accordance with any construction schedule approved by the Architectural Review Board.

Section 6.6. Guidelines May Be Established. The Architectural Review Board may, in its discretion, establish guidelines and standards to be used in considering whether to approve or disapprove Plans. Such guidelines may include, without limitation, uniform standards for signage and mailboxes and mailbox supports, however, nothing contained in this Declaration shall require the Architectural Review Board to approve the Plans for Improvements on a Lot or Parcel on the grounds that the layout, design and other aspects of such Improvements are the same or

substantially the same as the layout, design and other aspects of Improvements approved by the Architectural Review Board for another Lot or Parcel.

Section 6.7. Limitation of Liability. The approval by the Architectural Review Board of any Plans, and any requirement by the Architectural Review Board that the Plans be modified, shall not constitute a warranty or representation by the Architectural Review Board of the adequacy, technical sufficiency or safety of the Improvements described in such Plans, as the same may be modified, and the Architectural Review Board shall have no liability whatsoever for the failure of the Plans or the Improvements to comply with applicable building codes, laws and ordinances or to comply with sound engineering, architectural or construction practices. In addition, in no event shall the Architectural Review Board have any liability whatsoever to an Owner, a contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the Architectural Review Board's approval, disapproval or conditional approval of any Plans.

Section 6.8. Other Responsibilities of Architectural Review Board. In addition to the responsibilities and authority provided in this Article VI, the Architectural Review Board shall have such other rights, authority and responsibilities as may be provided elsewhere in this Declaration, in any Supplemental Declaration and in the Bylaws.

ARTICLE VII

USE OF PROPERTY

Section 7.1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist on any Lot or Parcel. Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance, shall not be conducted on any Lot or Parcel, on the Common Area or the Limited Common Area or any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of his or her Lot or Parcel which could reasonably cause embarrassment, discomfort, or annoyance to other Owners, and the Board of Directors shall have the power to make and to enforce reasonable rules in furtherance of this provision.

(b) Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by any Owner other than Developer, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner other than Developer, provided that this shall not prohibit the vacating of boundaries between adjacent Lots to create a bigger Lot, deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments and provided that this shall not prohibit the division or combination of condominium units in accordance with law, or the creation of condominiums. The vacating of boundaries between adjacent lots shall not create one Lot for assessment purposes. Any Owner (other than Developer) who vacates a boundary between two Lots must pay full

assessment for both Lots as such Lots are described in the initial subdivision plat recorded in the Clerk's Office.

(c) Rules. From time to time the Board of Directors may adopt general rules, including but not limited to rules to regulate potential problems relating to the use of Properties and the well-being of Members, such as the definition of nuisances, keeping of animals, parking, storage and use of all vehicles, storage and use of machinery, parking of vehicles, use of outdoor drying lines, antennas, satellite dishes, signs, trash and trash containers, restrictions on sprinkler and irrigation systems, private irrigation wells, and use of lakes, water bodies, and wetlands, maintenance and removal of vegetation on the Properties and the type and manner of application of fertilizers or other chemical treatments to the Properties in accord with non-point source pollution control standards (collectively, the "Rules"). All such Rules and any subsequent amendments thereto shall be binding on all Members and occupants of the Properties, including their tenants, guests and invitees, except where expressly provided otherwise in such Rule. Such Rules as adopted from time to time are herein incorporated by reference and shall be as binding as if set forth herein in full; provided, however, that in the event of a conflict between any provision(s) in the Rules and the Governing Documents, the provision(s) set forth in the Governing Documents shall control.

(d) Exceptions. In certain special circumstances, the Developer and/or the Board of Directors may issue variances exempting a particular Lot or Parcel from any of the provisions of this Article VII.

(e) Irrigation. Subject to the rights retained by Developer in Article VIII, no sprinkler or irrigation system of any type which draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties without the written approval of Developer, except that the Association shall have the right to draw upon water from such water sources for irrigation of the Common Area and the Limited Common Area. All sprinkler and irrigation systems shall be subject to approval in accordance with Section 6.5 of this Declaration. Provided, however, this paragraph shall not apply to the Developer, and may not be amended without Developer's written consent on or before December 31, 2030. Developer, for itself, and for its contractors and employees, reserves the right, privilege and easement to enter onto Lots, Parcels, Common Area and Limited Common Area and to install sprinkler systems and related pipes and facilities on Lots, Parcels, Common Area and Limited Common Area, provided that Developer shall not be obligated to install any sprinkler systems and any installation of sprinkler systems by or on behalf of Developer shall be at the sole and absolute discretion of Developer; and provided further that Developer may require the installation of sprinkler systems as a condition to the approval of any Plans by the Architectural Review Board.

(f) Lakes and Water Bodies. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or other water bodies, if any, within the Properties.

(g) Permitted Uses. Except as otherwise provided in the Governing Documents (including without limitation any applicable Supplemental Declaration), no Lot or Parcel shall be used for other than residential purposes, which include but are not limited to rental residential purposes, except as designated by the Developer or as set forth below. Developer reserves the right to designate Lots, Parcels and/or other portions of the Properties to be used for non-residential and/or commercial purposes. Nothing in the Governing Documents shall be construed to prohibit the Developer or its designees from using any Lot or Parcel owned by the Developer (or Investor Owner as to the Investment Lots) or any other Lot or Parcel with the permission of the Owner thereof) or any portion of the Common Area, the Limited Common Area or the Reserved Area for promotional, marketing, display or customer service purposes (such as a visitors' center) or for the settlement or sales of Lots or Parcels. Further, the Developer specifically reserves the right to operate a construction office or a brokerage and/or management office at any time on Lots or Parcels and on any portion of the Common Area, the Limited Common Area or the Reserved Area, to the extent permitted by law. The Developer may assign its rights under this section to or share such rights with one or more other persons including but not limited to builders and/or Investment Owner, exclusively, simultaneously or consecutively with respect to the Common Area, the Limited Common Area and the Reserved Area and Lots owned or leased by the Developer or such persons.

(h) Hazardous Uses; Waste. Nothing shall be done or kept on the Properties which will increase the rate of insurance applicable for permitted uses for the Common Area, the Limited Common Area or any part thereof without the prior written consent of the Board of Directors, including, without limitation, any activities which are unsafe or hazardous with respect to any person or property. No person shall permit anything to be done or kept on the Properties which will result in the cancellation of any insurance on the Common Area, the Limited Common Area or any part thereof or which would be in violation of any law, regulation or administrative ruling. No vehicle of any size that transports flammable or explosive cargo may be kept or driven on the Properties at any time. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, toxic wastes and other environmental contaminants (collectively, the "Hazardous Materials"). No Owner shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about such Owner's Lot, the Common Area, the Limited Common Area, or any portion of the Properties, or transport to or from any portion of the Properties any Hazardous Materials except in compliance with the Environmental Laws. No waste shall be committed on the Common Area or the Limited Common Area.

(i) Lawful Use. No improper, offensive or unlawful use shall be made of the Properties or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Properties shall be complied with, by and at the sole expense of the Owner, the

Association, the Developer or any owners association or condominium unit owners association, whichever shall have the obligation for the upkeep of such portion of the Properties, and, if the Association, then the cost of such compliance shall be included in the General Assessment, Special Assessment, or Limited Common Expense Assessment, as appropriate.

(j) Emissions. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere except for normal residential chimney emissions, no production, storage or discharge of Hazardous Materials on the Properties or discharges of liquid, solid wastes or other environmental contaminants into the ground or any body of water, if such emission, production, storage or discharge may adversely affect the use or intended use of any portion of the Properties or may adversely affect the health, safety or comfort of any person. The foregoing sentence shall not apply to dust, mud, dirt, and construction debris emitted by or in connection with the construction of Improvements by Developer or a Parcel Developer or a builder approved by Developer.

(k) Noise. No Person shall cause any unreasonably loud noise (except for security devices) anywhere on the Properties, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Properties. The foregoing sentence shall not apply to the noise emitted by or in connection with the construction of Improvements by Developer or a builder approved by Developer.

(l) Obstructions. No person shall obstruct any of the Common Area, the Limited Common Area, the Reserved Area or otherwise impede the rightful access of any other person on any portion of the Properties upon which such person has the right to enter. No person shall place or cause or permit anything to be placed on or in any of the Common Area or the Limited Common Area without the approval of the Board of Directors of the Association. Nothing shall be altered or constructed in or removed from the Common Area or the Limited Common Area except with the prior written approval of the Board of Directors and then only on a temporary basis; provided, however, the foregoing shall not apply to the Reserved Area as to Developer (or Investment Owner).

(m) Association Property. The Common Area and the Limited Common Area shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Lots. The improvements located on the Common Area and the Limited Common Area shall be used only for their intended purposes. Except as otherwise expressly authorized pursuant to Sections 4.2, 4.3, and 4.4 hereof or otherwise provided in the Governing Documents, no Owner shall make any private, exclusive or proprietary use of any of the Common Area or the Limited Common Area without the prior written approval of the Board of Directors and then only on a temporary basis.

(n) Mining. No Lot or Parcel shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth except with the prior written approval of the Board of Directors.

(o) Signs. Except for such signs as may be posted by the Developer, Investment Owner and builders approved by Developer, for promotional or marketing purposes or by the Association, no signs of any character shall be erected, posted or displayed in a location that is visible from the Common Area, the Limited Common Area or any other Lot or Parcel, except as otherwise expressly permitted in the Rules and/or the guidelines adopted from time to time by the Architectural Review Board.

(p) Trash. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials, garbage, or trash of any other kind shall be permitted on any Lot. Trash containers shall not be permitted to remain in public view from the Common Area, the Limited Common Area or another Lot except on days of trash collection. Trash containers and refuse disposal systems must be maintained in enclosures and screened as approved by the Architectural Review Board. Trash, leaves and other materials shall not be burned in violation of local ordinances. No incinerator shall be kept or maintained upon the Properties without the prior written approval of the Board of Directors. All trash collection and removal shall be in accordance with the Rules.

(q) Landscaping; Sight-lines. No tree, hedge or other improvement or landscape feature shall be planted or maintained in a location that obstructs sight-lines for vehicular traffic on public streets. Pavement, plantings and other landscape materials shall not be placed or permitted to remain upon any Lot or Parcel: (i) if such materials may damage or interfere with any easement for the installation or maintenance of utilities; (ii) in violation of the requirements of such easements; (iii) unless in conformity with public utility standards; or (iv) if such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. No water pipe, sewer pipe, gas pipe, drainage pipe, television cable, electrical wire, or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground.

(r) Vegetation.

(a) No live trees with a diameter in excess of five (5) inches, measured three (3) feet above ground, nor trees in excess of three (3) inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), and no live vegetation on slopes of greater than 20 percent (20%) gradient or marked "no cut" areas on approved site plans may be cut without prior approval of the Architectural Review Board. The Board of Directors may set rules for cutting of trees to allow for selective clearing or cutting.

(b) Trees will be planted along the streets within the Property in accordance with the Zoning Ordinance and the County approved landscape plans (each individually, a "Street Tree"). No Owner shall cut down or remove any Street Tree. The Association shall maintain and replace as necessary each Street Tree, whether located (i) on a Lot,

(ii) between a Lot and the street on which the Lot is located or (iii) on Common Area, Limited Common Area or between any such area and the street on which the area is located.

(s) Temporary Structures. No structure of a temporary character, such as, by way of illustration and not limitation, trailers, tents, shacks, barns, pens, kennels, runs, stables, sheds not anchored on foundations or other temporary accessory buildings shall be erected, used or maintained on any Lot except in connection with construction, sales or promotional activities of Developer or Investor Owner or otherwise specifically permitted in the Rules. The guidelines adopted by the Architectural Review Board, from time to time, may contain further limitations with respect to permanent accessory structures which may be erected, used or maintained on any Lot.

(t) Fences. Except for any fence installed by the Developer or the Association, no fence shall be installed except in conformance with standards established therefor and with the written approval of the Architectural Review Board.

(u) Vehicles. Except in connection with construction, maintenance, and repair activities, no commercial trucks, trailers, campers, recreational vehicles, boats or other large vehicles, including grounds maintenance equipment, may be parked on any portion of the Common Area, the Limited Common Area, or any portion of a Lot visible from the Common Area, the Limited Common Area, or any other Lot or on any public right-of-way within or adjacent to the Properties, unless expressly permitted by the Board of Directors and only in such parking areas or for such time periods (if any) as may be designated for such purpose. Parking of all such vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in garages or screened enclosures approved by the Architectural Review Board or in areas designated in the Rules. All vehicles must be parked so as not to impede traffic or damage vegetation. No junk or derelict vehicle or other vehicle on which current registration plates and current county and state inspection permits (as required) are not displayed shall be kept upon any portion of the Common Area, the Limited Common Area, or any portion of a Lot visible from the Common Area, the Limited Common Area or another Lot. Vehicle repairs and storage of vehicles are not permitted, except in accordance with the Rules; provided, however, that noncommercial repair of vehicles is permitted within enclosed structures. All motor vehicles including, but not limited to, trail bikes, motorcycles, all-terrain vehicles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on community trails, pathways or unpaved portions of the Common Area or the Limited Common Area, except such vehicles as are authorized by the Board of Directors as needed to maintain, repair, or improve the Common Area, the Limited Common Area, and except motorized wheelchairs or other devices to assist the disabled. This prohibition shall not apply to normal vehicular use of designated streets, if any, constructed on the Common Area or the Limited Common Area.

(v) Timeshares. No Lot shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly, or any other type of revolving or periodic occupancy by multiple Owners, cooperators, licensees, or timesharing participants.

(w) Professional Offices. No Lot containing a dwelling unit shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose; provided, however, that an Owner may maintain a home occupation as permitted by Chesterfield County and may maintain an office in the dwelling constructed on such Owner's Lot if (i) such occupation or office generates no significant number of visits (as determined by the Board of Directors) by clients, customers or other persons related to the business, (ii) no equipment or other items related to the business are stored, parked or otherwise kept on such Owner's Lot or the Properties outside of an approved enclosure, and (iii) such Owner has obtained approvals for such use as may be required by Chesterfield County, Virginia. As a condition to such use, the Board of Directors may require the Owner to pay any increase in the rate of insurance or other costs for the Association that may result from such use. Provided, however, that Developer and its designees may maintain models, leasing and sales offices and Investor Owner may maintain models and leasing offices.

(x) Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon the Common Area and Limited Common Area, except that the keeping of service animals and orderly domestic pets (e.g., dogs, cats, caged birds or small fish) without the approval of the Board of Directors, is permitted, subject to the Rules; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding and that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Properties upon five (5) days written notice from the Board of Directors. Pets shall not be permitted upon the Common Area or Limited Common Area, unless accompanied by someone who can control the pet and unless carried or leashed. Pet droppings shall be promptly removed by the Owner or person in control of the pet. Any Owner who keeps or maintains any pet upon any portion of the Properties agrees to indemnify and hold the Association, each Owner, any tenant and the Developer free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Properties. All pets shall be registered and inoculated as required by law.

(y) Clothes Drying Equipment. Only such clotheslines or other clothes drying apparatus expressly permitted under and meeting the criteria set forth in the Rules and/or guidelines set forth by the Architectural Review Board, shall be permitted outside of an enclosed structure on any Lot or Parcel, unless approved in writing by the Architectural Review Board.

(z) Mailboxes. Mailbox stations will be located throughout the Property, and each station shall service multiple Lots. Only mailboxes approved by Chesterfield County, as shown on approved construction plans, and the Architectural Review Board, shall be permitted. The mailbox stations will be constructed by the Developer and maintained by the Association.

(aa) Lighting. All exterior lighting installed subsequent to the time of initial construction of a residence on a Lot requires pre-approval by the Architectural Review Board prior to installation.

(bb) Pools. No above-ground or in-ground swimming pool shall be erected or maintained on any Lot. This restriction shall not be interpreted to prohibit hot tubs or spas approved by the Architectural Review Board prior to installation on the Lot.

(cc) Construction Activities. This section shall not be construed as forbidding any work involved in the construction or maintenance of any portion of the Properties so long as such work is undertaken and carried out (i) with the minimum practical disturbance to persons occupying other portions of the Properties; (ii) in such a way as does not violate the rights of any person under other provisions of this Declaration; and (iii) in accordance with all applicable restrictions in the Rules, any architectural guidelines, the resolutions of the Board of Directors and the other provisions of this Declaration. The Architectural Review Board may approve temporary structures for construction purposes that may otherwise be in violation of the Governing Documents or the Rules.

(dd) Leasing. No dwelling unit located on a Lot or any portion thereof shall be used or occupied for transient or hotel purposes or in any event leased for an initial period of less than six (6) months. No portion of any dwelling unit (other than the entire dwelling unit) shall be leased for any period. No Owner shall lease a Lot other than on a written form of lease: (1) requiring the lessee to comply with the Governing Documents and the Rules; and (2) providing that failure to comply with such documents constitutes a default under the lease. The Investor Lots shall not be subject to any other restrictions or rules and regulations regarding occupancy and/or leasing without the prior written consent of the Investor Owner.

(ee) Archaeological Finds. Subject to applicable state and federal law regarding archaeological finds, all archaeological materials found within the Properties belong to the Association. Upon discovery of archaeological materials during periods of construction or otherwise, the Owner of a Lot shall immediately notify the Board of Directors and cease construction activity. The Board of Directors shall have ten (10) days to notify the Owner if it intends to exercise the Association's right under this section. Thereafter, the Board of Directors shall have a period of sixty (60) days to remove the archaeological materials without compensation to the Owner for the archaeological materials, the use of the Lot or delay in construction. The Association shall not be obligated to remove archaeological materials nor be held liable for failure to remove such materials.

(ff) Antennas and Similar Devices. Only those antennas expressly permitted under the Federal Communications Commission's Over-the-Air Reception Devices (OTARD) Rule implementing Section 706 of the Telecommunications Act of 1996, as amended from time to time, are allowed. All others that are visible from outside any structure are expressly prohibited. As of the date of the recording of this instrument, the following are permitted under OTARD: (a) direct broadcast satellite (DBS) antenna one (1) meter or less in diameter or diagonal measurement; (b) antennas designed to receive Multipoint Distribution Services (MDS) that are 39.4 inches (one (1) meter) or less in diameter; (c) antennas designed to receive television broadcast signals of any size; (d) transmission-only antennas if they are necessary for the use of a covered reception antenna

and are one (1) meter or less in diameter; and (e) masts used in conjunction with any of these antennas (collectively, the foregoing are referred to as "Covered Antennas"). The foregoing list is subject to change pursuant to changes in OTARD and/or any other applicable laws. Covered Antennas shall be located in accordance with Architectural Guidelines adopted by the Architectural Review Board, to the extent such restrictions are not prohibited by the OTARD Rule, and an application for Architectural Review Board approval must be submitted for any device deviating from the following:

(i) Television broadcast Covered Antennas must be installed inside a dwelling unit whenever possible;

(ii) No roof antenna shall extend more than ten (10) feet above the highest point on the roof;

(iii) Satellite dish antenna if eighteen inches or less, shall be located on the rear of the house either just below the roof ridge or the fascia board below the roof eaves, or if larger than eighteen inches, be located behind the rear foundation of the house.

(iv) Any cable associated with satellite dish or other antenna shall be buried or shall not be visible on the structure to which it is attached or extended.

(gg) Septic Tanks. No septic tank shall be installed, used, or maintained on any Lot or Parcel.

(hh) Driveways. Installation of driveways shall be in compliance with the applicable Zoning Ordinance and Section 6.2 of this Declaration.

Section 7.2. Maintenance of Property.

(a) Developer Obligation. Developer shall be responsible for the maintenance, repair, replacement and reconstruction of all roads to be dedicated to the public and designated as public rights of way on the recorded subdivision plat(s) of any part of the Property (the "Roads") until such time as the Roads are accepted into the public system of highways and roads of Chesterfield County, Virginia. Nothing in this section is intended to affect any roads, alleys or driveways that are intended to be private, or Limited Common Areas.

(b) Owner Obligation. To the extent that exterior maintenance is not otherwise provided for by the Association pursuant to this Declaration, or is not provided for in a Supplemental Declaration, and subject to the rights of the Investor Owner under Section 3.8, each Owner shall keep all Lots and Parcels owned by him, and all improvements therein or thereon, in good order and repair, free of debris, all in a manner and with such frequency as is acceptable to the Association and consistent with a first-quality development, any Rules adopted by the

Association, and the Architectural Guidelines adopted by the Association. The Association shall not be responsible for the maintenance, repair or replacement of: (i) any interior portions of any dwelling unit, (ii) dwelling unit windows and doors (including overhead garage doors). Painting of windows and doors shall be done only with such paint and/or stain colors as are approved by the Architectural Review Board and/or the Board of Directors. Replacement of windows and doors (including overhead garage doors) shall require the advance written consent of the Architectural Review Board. The Association shall not be responsible for the repair, replacement and/or reconstruction of any Improvement or of any item located on or within the Lot, following damage or loss by casualty, notwithstanding that the Association might otherwise be responsible for providing normal maintenance and/or repair of such Improvement or item as provided in Article XII hereof.

(c) Reconstruction and Repair. If a building or other major improvement located upon a Lot or Parcel is damaged or destroyed, the Owner thereof shall restore the site by repairing or reconstructing such building or other major improvement to an acceptable condition compatible with the remainder of the Properties. Prior to undertaking any restoration, construction or repair of such building or major improvement, the Owner thereof shall submit an application to, and obtain the approval of, the Architectural Review Board in accordance with Article VI hereof. Unless the Architectural Review Board permits a longer time period, such work must be commenced within sixty (60) days after the date of the casualty and substantially completed within twelve (12) months after the date of the casualty. To the extent that the damage or destruction to the Lot or Parcel includes the exterior of a building or major improvement on a Lot or Parcel, including but not limited to (a) painting, repair, maintenance and replacement of gutters and downspouts, (b) the maintenance of the roofs, including shingles, sheathing and felt, (c) any exterior building wall surfaces (exclusive of doors and windows), (d) stormwater drainage, (e) driveways, or (f) landscaping, the Owner thereof shall be responsible for the repair of such damage or destruction, and shall restore such portions of the building or major improvement as set forth hereinabove in accordance with any conditions and/or guidelines imposed by or adopted by the Architectural Review Board.

(d) Failure to Maintain. In the event an Owner shall fail to maintain his Lot or Parcel and the Improvements situated thereon as provided herein, the Association, after notice to the Owner and approval of the Board of Directors shall have the right to enter upon such Lot or Parcel to correct such failure. All costs related to such correction shall become a special assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided herein for non-payment.

Section 7.3. Sales by Parcel Developers and Resales of Lots by Owners Other Than Developer. Upon the acquisition of record title to a Lot or Parcel from an Owner other than Developer, a Parcel Developer, or an Investor Owner, an administrative fee in an amount set from time to time by the Board of Directors shall be paid to the Association by or on behalf of the purchaser of the Lot and/or Parcel. Such administrative fee shall be deposited in the purchase and sales escrow at settlement and shall be disbursed therefrom to the Association.

Section 7.4. Security. Neither the Association nor Developer shall be held liable for any loss or damage by reason of failure to provide security or ineffectiveness of security measures undertaken. All Owners, tenants, guests, and invitees of any Owner, as applicable, acknowledge that the Association and Developer, and committees established by any of the foregoing entities, are not insurers and that each Owner, tenant, guest, and invitee assumes all risk or loss or damage to persons, to personal property, including but not limited to such personal property as cars, bicycles, motorcycles, etc. to structures or other improvements situated on Lots and Parcels, and to the contents of any Improvements situated on Lots and Parcels and further acknowledge that Developer has made no representations or warranties, nor has any Owner, tenant, guest, or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose relative to any security measures recommended or undertaken.

ARTICLE VIII

EASEMENTS

In addition to any easements reserved elsewhere in this Declaration or by separate plats or instruments of record, the following easements shall apply to the Properties (including but not limited to Lots, Parcels, Common Areas and Limited Common Areas).

Section 8.1. Utility Easements. Developer reserves perpetual easements, rights and privileges to install, maintain, repair, replace and remove poles, wires, cables, conduits, pipes, mains, pumping stations, siltation basins, tanks and other facilities, systems and equipment for the conveyance and use of electricity, telephone service, sanitary and storm sewer, roof drains connected directly to storm sewer, water, gas, cable television, drainage and other public conveniences or utilities, upon, in or over those portions of the Properties (including Lots, Parcels, Common Areas and Limited Common Areas) as Developer, its successors or assigns may consider to be reasonably necessary (the "Utility Easements"). Without limiting the foregoing, the Utility Easements shall include an easement five feet in width along the boundary line(s) of every Lot, Parcel, Common Area and/or Limited Common Area which parallels, and is adjacent to, a street. The Utility Easements shall include the right to cut trees, bushes or shrubbery and such other rights as Developer or the applicable governmental authority or utility company providing the utilities may require. The utility lines installed pursuant to the Utility Easements shall be installed below ground, with the exception of junction boxes, meters and existing overhead utility lines and except due to technical or environmental reasons. Developer 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. However, after Developer or other Person ceases to be the Owner of a Lot or Parcel, no Utility Easements shall be placed on the portion of such Lot or Parcel on which is already located a building which was either constructed by Developer or an Owner or approved by the Architectural Review Board or on which a building is to be located pursuant to plans approved by the Architectural Review Board. The foregoing notwithstanding any utility easement affecting and/or bordering the Reserved Area shall require the prior written consent of

Investor Owner, which consent may be granted, withheld, or conditioned in the sole discretion of Investor Owner.

Section 8.2. Erosion Control. Developer reserves a perpetual easement, right and privilege to enter upon any Lot, Parcel, Common Area or Limited Common Area, and the Association is granted a perpetual easement, right and privilege to enter upon any Lot or Parcel either before or after a building has been constructed thereon or during such construction, for the purpose of taking such erosion control measures as Developer or the Association deems necessary to prevent or correct soil erosion or siltation thereon; provided, however, that Developer or the Association shall not exercise such right unless it has given the Owner of the Lot, Owner of the Parcel, or the Association (as to the Common Area and Limited Common Area) at least five 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 problem, unless the situation requires more immediate access, in which case Developer or Association shall give reasonable notice under the circumstances. The cost incurred by the Association or by Developer in undertaking such erosion control measures on any Lot or Parcel shall become a special assessment on such Lot or Parcel and shall constitute a lien against such Lot or Parcel and shall be collectible in the manner provided herein for the payment of assessments; provided however, the Developer or the Association, as the case may be, shall not have such right, if the Developer or the Association was directly responsible for creating the soil erosion or siltation problem. This Section shall not apply to Lots or Parcels owned by Developer or to the Reserved Area.

Section 8.3. Maintenance of Lots and Parcels. Developer reserves the perpetual easement, right and privilege, and the Association is granted the perpetual easement, right and privilege, to enter on any Lot or Parcel, for the purpose of mowing, watering, removing, clearing, cutting or pruning lawns, landscaping, underbrush, weeds or other unsightly growth, dispensing pesticides, herbicides and fertilizer and grass seed, dredging and/or cleaning out debris from drainage ditches, removing trash, pruning and cutting trees and shrubs, applying mulch, aerating, maintenance of any irrigation systems and taking such other action as the Developer or the Association may consider necessary to fulfill the Association's responsibility to maintain the landscaping on the Lots, as well as to correct any condition which detracts from the overall beauty of the Properties, which may constitute a hazard or nuisance or which prevents the efficient drainage of the drainage ditches and related facilities located within the Properties. Developer further reserves the perpetual, easement, right and privilege, and the Association is granted the perpetual easement, right and privilege, to enter into any Lot or Parcel for the purpose of (i) maintaining the exterior of any building or major improvement on a Lot or Parcel, including but not limited to (a) painting, repair, maintenance and replacement of gutters and downspouts, (b) the maintenance of the roofs, including shingles, sheathing and felt, and (c) any exterior building wall surfaces (exclusive of doors and windows), (ii) repairs to and maintenance of the private roof drainage systems on the Properties which extend from the points of collection on Lots to the point where the drainage enters the right of way, and (iii) the maintenance of driveways and walkways on the Properties. The cost incurred by the Developer or Association, as applicable, in taking such action (including any overhead costs associated therewith) shall be an expense of the Association and shall be collected

as a regular assessment, unless the action is necessitated by the specific acts of one or more Owners, in which case the costs shall be charged to such Owner(s).

Section 8.4. Construction Easements and Rights. Notwithstanding any provision of this Declaration or of any Supplemental Declaration, so long as Developer is engaged in developing or improving any portion of the Properties, Developer shall have an easement of ingress, egress and use over any lands not conveyed to an Owner for (i) movement and storage of building materials and equipment, (ii) erection and maintenance of directional and promotional signs and (iii) conduct of sales activities, including maintenance of model residences.

Section 8.5. Right of Entry for Governmental Personnel. A right of entry on any Common Area and Limited Common Area is hereby granted to personnel of Chesterfield County, Virginia in the lawful performance of their official duties, including but not limited to: law enforcement officers and fire and rescue personnel as needed to lawfully carry out their duties, including but not limited to enforcement of cleared emergency vehicle access; public utility and public works vehicles in the performance of their installation, maintenance and repair duties; and inspections personnel for the purpose of reviewing the Association's proper maintenance of the Common Areas and the Limited Common Area.

Section 8.6. Easement for Landscaping, Signs and Related Purposes. There shall be and is hereby reserved to Developer, for so long as it retains its rights as Developer, and to the Association, a non-exclusive easement over all Lots or Parcels, Common Area (other than the Reserved Area) and Limited Common Area, in locations specified on recorded plats of the Properties or, if no location is specified, for a distance of twenty (20) feet behind any boundary line which parallels, and is adjacent to, a street, and for a distance of forty (40) feet behind any boundary line of portions of the Properties where line of sight easements are necessary for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, plantings, street lights, street trees, sidewalks, entrance features and/or "theme areas," lighting, stone, wood, or masonry wall features and/or related landscaping.

Section 8.7. Blanket Easement. An easement is hereby retained in favor of Developer, and the Association and their respective contractors and employees, over the Lots or Parcels and any area owned or to be owned by the Association for the installation of landscaping or construction of signage, a common cable television system, sprinkler system(s), or any other item installed for the enjoyment and/or benefit of some or all of the Owners. An easement is further granted for the purpose of the repair and maintenance of any of the foregoing items so constructed. Any entry upon any Lot or Parcel or any area owned or to be owned by the Association to effectuate the foregoing purposes shall not be deemed trespass. Each Owner covenants not to damage or destroy any portion of an item so constructed and shall hold the Association and/or Developer harmless from the cost of repairing or replacing any portion damaged or destroyed by such Owner, his family, his guests or invitees.

Section 8.8. Easement for Encroachment. Each Lot, each Parcel, the Common Areas and the Limited Common Areas are hereby declared to have an easement over all adjoining Lots, or

adjoining, Parcels, the Common Areas and the Limited Common Areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of a building, or any other similar cause, and any encroachment due to building overhang or projection. 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, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a structure on any Lot or Parcel is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot and Parcel agree that minor unintentional encroachments over adjoining Lots and Parcels shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

Section 8.9. Drainage Easement. Each Owner of a Lot or Parcel on which a storm drainage or storm water management easement exists shall keep such area free of debris so as not to impede drainage. Each Owner covenants to provide such additional easements for drainage and water flow as the contours of the Properties and the arrangement of buildings by Developer thereon requires; provided, however that such easements shall not have a material adverse effect upon any Lot or Parcel on which said easements are utilized. Developer reserves an easement over all Lots, Parcels, and the Common Area (other than the Reserved Area) and Limited Common Area for the purpose of correcting any drainage deficiency, whether such deficiency is located on such Lot, Parcel, or Common Area (other than the Reserved Area) and Limited Common Area or on adjoining property which right shall include but not be limited to the right to re-grade and/or alter the existing grade of Lots, Parcels, and the Common Area (other than the Reserved Area) and Limited Common Area, and to maintain, repair and replace gutters and downspouts.

Section 8.10. Reserved Area. Developer (or Investor Owner if the Reserved Area has been conveyed to Investor Owner) reserves the right to mortgage and/or otherwise encumber the Reserved Area, subject to the reserved non-exclusive right in common of Owners and their tenants and authorized guests to use and enjoy the Reserved Area in accordance with the terms, provisions, conditions, easements and restrictions of this Declaration and the rules and regulations of the Association. This reservation of the right of Owners and their tenants and authorized guests to use and enjoy the Reserved Area shall run with the title to each Lot.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated at a duly held meeting at which a quorum is present upon the vote of at least

two-thirds (2/3) of the votes, in person or by proxy, of the Class A votes and by the Class B Member. Notwithstanding the foregoing, the provisions of Sections 4.2 and 4.3 and Article VIII shall be perpetual.

Section 9.2. Amendments. Except as otherwise set forth in this Declaration and subject to Section 10.4 of the Bylaws, this Declaration may be amended either (i) by Developer without the consent of any other Owners in order to correct typographical errors, inconsistent references, scrivener's errors, grammatical mistakes, and incorrect or ambiguous punctuation, for so long as Developer's Class B membership continues or (ii) by a vote of fifty-one percent (51%) of the Class A votes cast (including Developer as to Class A votes held by Developer), plus (B) the Class B vote (if any). Notwithstanding the foregoing, (a) the provisions of Articles II and VIII and Sections 3.2, 3.8, 4.6, 5.3, 5.8, 5.10 and this Section 9.2 may not be amended in any event without the written consent of the Developer and the Investor Owner, regardless of whether the Class B membership has terminated; (b) Section 9.1 and/or Article X may be amended only at a duly held meeting at which a quorum is present upon the vote of at least two-thirds (2/3) of the votes, in person or by proxy, of the Class A votes and by the Class B Member; and (c) the Declaration may in no event be amended if the terms of such amendment would otherwise change or impact the obligations, rights, and responsibilities of the Developer or the Investment Owner without the written consent of Developer and the Investor Owner. In addition, Developer shall have the right without the consent of any other Owners to amend this Declaration in any respect as may be necessary or appropriate in order for this Declaration or the Properties to comply with applicable laws now or hereafter enacted or to satisfy the requirements of any Federal Mortgage Agency, including, without limitation, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or the U.S. Development of Housing and Urban Development, as the same may be amended from time to time, with respect to their purchase or guaranty of mortgage loans secured by Lots. In addition, any proposed amendment or modification which would alter the rights of Developer and/or the Investor Owner with respect to the Investor Lots, the Developer/Investor Assessment, Exterior Maintenance Charge, Reserved Area, Reserved Area Maintenance Charge, or any other right, responsibility of Developer or Investor Owner shall require the prior written consent of Developer and Investor Owner, and such consent may be given, withheld and/or conditioned in the sole discretion of Developer and Investor Owner.

Section 9.3. Enforcement. Developer, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, convents, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration or any Supplemental Declaration. Without limiting the generality of the foregoing, if any Owner fails to comply with any of the provisions of this Declaration or any Supplemental Declaration and such failure continues for at least five (5) days after notice thereof is given to the Owner, then either Developer or the Association may, but without any obligation to do so, take such action as either of them considers necessary or appropriate (including, without limitation, entering the Owner's Lot or Parcel) to correct the noncompliance; provided, however, that judicial proceedings are instituted before any Improvements are subsequently altered (other than maintenance, repair, or restoration to a previous condition, which shall be permitted without judicial proceedings) or

demolished. The cost incurred in taking such action shall constitute a special assessment upon the Owner's Lot(s) or Parcel(s) and shall be collectible in the manner provided herein for the payment of assessments. Any amounts collected by the Association attributable to costs incurred by the Developer shall be promptly transferred to the Developer. Failure by the Developer, the Association or any Owner to enforce any provision of this Declaration or any Supplemental Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.4. Limitations. As long as the Developer has an interest in developing the Properties and/or any commercial property adjacent to the Properties, the Association may not use its financial resources to defray any costs of opposing the development activities so long as they remain consistent with the general intent of this Declaration. Nothing in this Section shall be construed to limit the rights of Members to act as individuals or in affiliation with other Members or groups.

Section 9.5. 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 9.6. Conflict. In the event of conflict among the Governing Documents, this Declaration shall control, then applicable Supplemental Declarations, then the Articles, then the Bylaws except that in all cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.

Section 9.7. Interpretation. Unless the context otherwise requires, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 9.8. Use of the Words "Swift Creek Townhomes Property Association, Inc. ". No Person shall use the words "Swift Creek Townhomes Property Association, Inc." or any derivative thereof in any printed or promotional material without the prior written consent of Developer.

Section 9.9. Reserved.

Section 9.10. Approvals and Consents. All approvals and consents required or permitted by this Declaration (other than approvals or consents given by Members in a vote conducted in accordance with the Bylaws) shall be in writing, shall be signed by the party from whom the consent or approval is sought and, unless otherwise provided herein, may be withheld by such party in its sole discretion. For this purpose, electronic communications shall be deemed to be "in writing" and shall be deemed to be signed by the sender.

Section 9.11. Assignment of Developer's Rights. Any and all rights, powers, easements and reservations of Developer set forth herein may be assigned in whole or in part, at any time or

from time to time, to the Association, to another Owner, or to any other party in Developer's sole discretion. Each such assignment shall be evidenced by an instrument which shall be signed by Developer and its assignee and recorded in the Clerk's Office.

Section 9.12. Successors and Assigns. The provisions hereof shall be binding upon and shall inure to the benefit of Developer, the Association and (subject to Article II hereof) the Owners and their respective heirs, legal representatives, successors and assigns.

Section 9.13. Compliance with Virginia Property Owners' Association Act. The Association shall be subject to and comply with the Virginia Property Owners' Association Act in the Virginia Code, as amended.

Section 9.14. Attorneys' Fees. In the event legal action is brought by or on behalf of one or more Owners, Developer and/or the Association to enforce provisions of this Declaration and/or the Articles, Bylaws or duly adopted rules and regulations, the court shall award reasonable attorneys' fees to the prevailing party.

ARTICLE X

DISSOLUTION OF THE ASSOCIATION

The Association may be dissolved at a duly held meeting at which a quorum is present upon the vote of at least two-thirds (2/3) of the votes, in person or by proxy, of the Class A Members and by the Class B Member. Prior to (i) the dissolution of the Association, other than incident to merger or consolidation, or (ii) the disposal of real estate owned by the Association in connection with dissolution of the Association, the Association must obtain the prior written approval of the Director of Planning of the Chesterfield County Planning Department. Prior to dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be offered for dedication to the locality in which they are situated. In the event that such dedication is refused upon dissolution, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE XI

NOTICES

All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall either be delivered in person or sent by overnight express courier or by U.S. first class mail, postage prepaid, or in any other manner permitted by law and agreed to in advance in writing by the party to whom such notice is sent. Notices to the Developer shall be sent to Swift Creek Development, LLC, 544 Newtown Road, Suite 128, Virginia Beach, VA 23462, Attention, General Counsel; or to such other address as the Developer shall specify by executing and recording an amendment to this Declaration, which amendment shall not require the

approval of any other parties. Notices to the Association or to Owners (other than Developer) may be sent to the address that the Bylaws provide shall be used for them. All such notices, demands, requests and other communications shall be deemed to have been given when sent to the appropriate address specified above. Rejection or other refusal to accept shall not invalidate the effectiveness of any notice, demand, request or other communication.

ARTICLE XII
SPECIAL CHESTERFIELD COUNTY PROVISIONS

Section 12.1 Architectural Requirements. The following are minimum architectural requirements set forth in the Zoning Ordinance and shall apply to all Lots and Owners within the Property, including, but not limited to, Lots owned by the Developer:

(a) Minimum Square Footage. Each dwelling unit shall have a minimum of one thousand five hundred (1500) square feet of gross floor area. A minimum of sixty percent (60%) of the dwelling units on the Properties shall have a minimum of one thousand seven hundred (1700) square feet of gross floor area. The Developer shall maintain a record of the gross floor area of each dwelling unit and shall provide the list to Chesterfield County upon request.

(b) There shall be not more than eight (8) attached dwelling units within a building, and there shall be no more than six (6) buildings containing eight (8) dwelling units. All other buildings shall contain less than eight (8) dwelling units.

(c) Driveways and parking areas shall be brushed concrete, stamped concrete, exposed aggregate concrete or asphalt. Gravel driveways shall not be permitted.

(d) A front walk which is at least three (3) feet in width and is constructed of concrete or decorative pavers shall be provided from the front entrance of each dwelling unit to the driveway, sidewalk or street.

(e) Except for the foundation planting bed, the front yard of each dwelling unit shall be sodded and irrigated.

(f) Foundation planting is required along the entire front façade of all dwelling units and shall extend along all sides facing a street. Foundation planting beds shall extend a minimum of three (3) feet from the unit foundation. Foundation planting beds shall include medium shrubs placed a maximum of four (4) feet apart. Dwelling unit corners shall be visually softened with vertical accent shrubs of 4 feet to 5 feet in height, or small evergreen trees of 6 feet to 8 feet in height, at the time of planting.

(g) Landscaping shall be provided and maintained around the perimeter of all buildings, between buildings and driveways, within medians, and within Common Area and Limited Common Area, including open space along the rear of dwelling units. Landscaping shall comply with the requirements of the Zoning Ordinance and shall be

designed to minimize the predominance of building mass and paved areas, to define private spaces, and to enhance the residential character of the Properties. A minimum of a twenty-four inch (24") wide landscaped or grass strip shall be provided between driveways.

(h) If a dwelling unit is constructed on a slab; brick or stone shall be required around the base of the front and sides of the dwelling unit a minimum of twenty-four (24) inches above grade, and on the rear of the dwelling unit a minimum of eight (8) inches above grade, to give the appearance of a foundation.

(i) Dwelling units with the same elevations and color palette may not be adjacent to each other on the same street.

(j) Units located at the end of a street, at street intersections and/or adjacent to Open Space shall have embellished facades with enhanced features. Embellished facades may include a mixing of materials, gables, dormers, entryway details, shutters or other architectural features on the exterior that enhance the entry, including but not limited to decorative lintels, shed roof overhangs, arches, columns, keystones and eyebrow windows. These units may also utilize enhanced landscaping to reinforce the streetscape, using shade trees, garden walls, hedges, and/or shrubs to help define the front yard and street edge.

(k) Roofing material on dwelling units shall be standing seam metal or thirty (30) year architectural dimensional shingles with algae protection.

(l) Where elevated more than eight (8) inches, front entry stoops and front porches shall be constructed with continuous masonry foundation wall or on 12" x 12" masonry piers. Extended front porches shall be a minimum of five (5) feet deep. Space between piers under porches shall be enclosed with framed lattice panels. Where required by the Zoning Ordinance on elevated porches, handrails and railings shall be finished painted wood, vinyl or metal railing with vertical pickets or sawn balusters. Pickets shall be supported on top and bottom with rails that span between columns.

(m) Front porch flooring may be concrete, exposed aggregate concrete, or a finished paving material, such as stone, tile or brick, finished (stained) wood, or properly trimmed composite decking boards. All front steps shall be masonry to match the foundation.

(n) Front loaded attached garages shall be permitted to extend as far forward from the front line of the main dwelling as the front line of the front porch, provided that the rooflines of the porch and the garage are contiguous. Where the rooflines are not contiguous, garages shall be permitted to project a maximum of two (2) feet forward of the front line of the main dwelling, provided that dwelling units with a first floor master bedroom shall be permitted to project a maximum of five (5) feet forward of the front line of the main dwelling.

(o) Front loaded and corner, side loaded garages shall use an upgraded garage door. An upgraded garage door is any door with a minimum of two (2) enhanced features. Enhanced features shall include windows, raised panels, decorative panels, arches, hinge straps or other architectural features on the exterior that enhance the entry. Architectural features may include decorative lentils, shed roof overhangs, arches, columns, keystones, eyebrow windows, and the like. Flat panel garage doors are prohibited on any dwelling unit.

(p) Heating, ventilation and air conditioning (HVAC) units and whole house generators shall initially be screened from view of public roads by landscaping or low maintenance material as approved by the Chesterfield County Planning Department.

(q) Sidewalks shall be provided on both sides of all public streets at general circulation where houses are fronting. A sidewalk shall be provided along the entire property line fronting South Old Hundred Road.

(r) Large mature trees, planted approximately 40' on center, shall be provided along the public roads of front loaded Lots and the recreational area, except where there is a conflict with utilities, sightlines and driveway areas.

(s) Front yard post lights shall be provided for each dwelling unit. Light poles shall not exceed twenty feet (20') in height.

(t) Any rear yard fencing shall be constructed of fiber cement lumber, composite, and/or comparable material. The height of rear yard fences shall not exceed six feet (6'). Chain link fence shall be prohibited.

(u) The exterior facades of all homes shall be constructed of brick, stone or vinyl siding having a minimum thickness of 0.042 MILS, or a combination of the foregoing. Masonite siding shall not be utilized on the exterior of a dwelling unit.

(v) The Association shall be responsible for the maintenance of the exterior of any building or major improvement on a Lot or Parcel, including but not limited to (a) painting, repair, maintenance and replacement of gutters and downspouts, (b) the maintenance of the roofs, including shingles, sheathing and felt and (c) any exterior building wall surfaces (exclusive of doors and windows).

(w) The Association shall be responsible for repairs to and maintenance of the private roof drainage systems and the underground stormwater drainage systems on the Properties which extend from the points of collection on Lots to the point where the drainage enters the public right of way.

(x) The Association shall be responsible for the maintenance of all landscaping on the Properties, including without limitation, mowing, seeding, watering, aerating, fertilizing, cutting, pruning, mulching, cleaning of debris, replacing dead or overgrown plants, and related maintenance. Notwithstanding the foregoing, (i) if the Owner of Lot

encloses his rear yard with a fence (Architectural Review Board approval is required prior to installation), such Owner shall be responsible for landscaping and lawn maintenance within the fenced area and (ii) if the Owner of a Lot installs a plant, shrub or tree on his Lot (Architectural Review Board approval is required prior to installation), such Owner shall be responsible for watering, pruning, fertilizing and any other care of such plant, shrub or tree.

(y) The Association shall be responsible for the maintenance of driveways and walkways on the Properties. In the event that an Owner installs a fence on his Lot, such Owner shall be responsible for the maintenance of the fence, and the fence shall be subject to inspection by the Architectural Review Board to ensure ongoing upkeep.

As to items (a) through (u) above, initial construction shall be deemed to comply with such requirements if the plans have been approved by the Association or its designee and permits have been issued by the County.

Section 12.2 Developer Responsibilities.

(a) Developer, subject to the rights of Members set forth in this Declaration and subject to the rights of non-Owners, but only to the extent non-Owners are granted rights pursuant to this Declaration, shall be responsible for the maintenance, management, operation and control of the Common Area and Limited Common Area conveyed or to be conveyed, reserved or to be reserved, or dedicated or to be dedicated to or for the benefit of the Association and all improvements thereon, to the extent and in the manner that such responsibility is an obligation of the Association as set forth in this Declaration, until such Common Area and/or Limited Common Areas is conveyed, reserved or dedicated to the Association.

(b) Developer shall be responsible for the payment of any taxes applicable to the Common Area until the Common Area is conveyed to the Association.

Section 12.3 Priority of Easements Conveyed to Chesterfield County, Virginia (the "County") or to the Commonwealth of Virginia.
Any portion of the Properties conveyed to the County or to the Commonwealth of Virginia for roads or other public use shall not be subject to easements, covenants, restrictions or obligations created herein and any such easements, covenants, conditions, restrictions or obligations established hereinafter shall be subordinate to any easements or other property rights existing or herein conveyed to the County or the Commonwealth of Virginia. This requirement cannot be deleted or amended without the prior written approval of the Director of Planning of the County.

Section 12.4 Licenses.
Lots may be subject to license agreements with Chesterfield County, Virginia addressing the responsibility for the construction, maintenance, repair and use of concrete driveways

located on Lots which may encroach on Chesterfield County water and sewer easements located on the Lots.

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WITNESS the following signatures and seals as of the date first above written.

SWIFT CREEK DEVELOPMENT, LLC,
a Virginia limited liability company

By: Boyd Corporation, its Manager

By: _____ (SEAL)
David S. Rudiger, President

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 21 day of May, 2020, by David S. Rudiger, President of Boyd Corporation, Manager of Swift Creek Development, LLC, a Virginia limited liability company. David S. Rudiger is known to me personally.

_____
Notary Public

My commission expires: 08/31/23 Notary ID: 294633

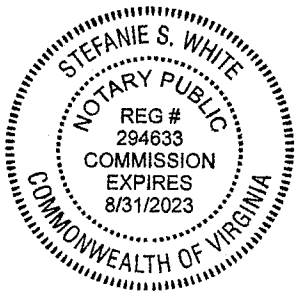

EXHIBIT A

All those certain lots set forth and numbered as Lots 1 through 300, inclusive, and those areas shown as "OPEN SPACE A, ACRES:17.28, SQ.FT.:752,687", "OPEN SPACE B, ACRES:0.99, SQ.FT.:42,945", "OPEN SPACE C, ACRES:3.57, SQ.FT.:155,441", "OPEN SPACE D, ACRES:0.97, SQ.FT.:42,271", "OPEN SPACE E, ACRES:3.62, SQ.FT.:157,609", and "OPEN SPACE F, ACRES:1.26, SQ.FT.:54,684" on that certain plat of subdivision entitled, "THE TOWNS AT SWIFT CREEK," made by Townes Site Engineering, dated March 11, 2020, and recorded in the Clerk's Office of the Circuit Court for Chesterfield County, Virginia in Plat Book 275, at page 6-17 (the "Plat").

IT BEING a portion of the property described below:

PARCEL ONE:
ALL THAT certain tract, piece or parcel of land, with all improvements thereon and appurtenances thereto, lying and being in Clover Hill. District, Chesterfield County, Virginia, containing 56.974 acres, as shown on a plat of survey made by Woodrow K. Cofer, Inc., Certified Land Surveyor, dated May 19, 2006, entitled "Plat Showing 56.974 Acres of Land Lying on the East Line of State Route No. 754, Clover Hill District, Chesterfield County, Va.," a copy of which is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Plat Book 166 at page 93, to which plat reference is hereby made for a more particular description of the real estate.

LESS AND EXCEPT 1.832 acres conveyed to the County of Chesterfield by Deed of Dedication recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Deed Book 8224 at page 838 and shown on Plat Book 188 at pages 15 through 17.

PARCEL TWO:
ALL THAT certain lot, piece or parcel of land, with all improvements thereon and appurtenances thereto belonging. lying and being in Chesterfield County, Virginia, known as 3601 S. Old Hundred Road, and designated as Parcel A, comprising 2.56 acres, more or less, on a map attached to a Deed recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Deed Book 717 at page 411, to which plat reference is hereby made for a more particular description of the real estate.

LESS AND EXCEPT 0.099 acre conveyed to the Commonwealth of Virginia by Deed recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Deed Book 3855 at page 163 and shown on State Highway Plat 21 page 424.

PARCELS ONE AND TWO being the same property conveyed to Swift Creek Development, LLC by deed from Glenn M. Hill dated August 2, 2019 and recorded in the Clerk's Office of the Circuit County of Chesterfield County, Virginia in Deed Book 12404 at page 0674.

EXHIBIT A-1

LOT	GPIN	LOT	GPIN
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010	732686195300000	043	733686111500000
011	732686215400000	044	733686121300000
012	732686235600000	045	733686150800000
013	732686305800000	046	733686160500000
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015	732686355600000	048	733685179900000
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019	732686465100000	052	733685218700000
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023	732686574600000	056	733685237600000
024	732686614500000	057	733685247200000
025	732686644300000	058	733685256900000
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027	732686684100000	060	733685266400000
028	732686714000000	061	733685276000000
029	732686753800000	062	733685285800000
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032	732686823500000	065	733685274700000
033	732686863300000	066	733685254500000
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EXHIBIT A-1 continued

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074	733685033300000	108	732685794200000
075	733685003300000	109	732685824300000
076	732685963100000	110	732685844400000
077	732685933000000	111	732685795000000
078	732685913000000	112	732685785300000
079	732685882900000	113	732685785500000
080	732685852800000	114	732685775700000
081	732685822700000	115	732685766000000
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083	732685772500000	117	732685667200000
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085	732685702300000	119	732685627500000
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EXHIBIT A-1 continued

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148	732686712500000	182	732685877300000
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EXHIBIT A-1 continued

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218	731685839900000	252	731685860000000
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227	731685647000000	261	731685951500000
228	731685636800000	262	731685921500000
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EXHIBIT A-1 continued

LOT	GPIN
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OS B	732686352600000
OS C	732685859100000
OS D	731685874100000
OS E	732685098900000
OS F	731686841000000

INSTRUMENT # 200023193
E-RECORDED IN THE CLERK'S OFFICE OF
CHESTERFIELD ON
MAY 22, 2020 AT 10:09AM

WENDY S. HUGHES, CLERK
RECORDED BY: LDJ