SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "Agreement") is made and entered into as of this _____ day of March, 2011, by and among CHARLOTTESVILLE LAND INVESTMENT GROUP, LLC, a Virginia limited liability company ("CLIG"), and CHARLOTTESVILLE LAND DEVELOPMENT GROUP, LLC, a Virginia limited liability company ("CLDG", and CLIG and CLDG are individually and collectively the "Investor"); K. HOVNANIAN'S FOUR SEASONS AT CHARLOTTESVILLE, L.L.C., a Virginia limited liability company ("Hovnanian"); FOUR SEASONS AT CHARLOTTESVILLE COMMUNITY ASSOCIATION, INC., a Virginia non-stock corporation (the "HOA"); MANUFACTURERS AND TRADERS TRUST COMPANY, a New York corporation, successor in interest to M&T MORTGAGE CORPORATION ("M&T"), and 4S ACTION GROUP, LLC, a Virginia limited liability company ("4S"), and is intended to effect the settlement, extinguishment and release of obligations between and among the parties as hereinafter set forth.

Recitals:

R-1. By virtue of that certain Deed dated April 12, 2006, and recorded in Deed Book 1008, page 295, among the land records of Greene County, Virginia, North Charlottesville Development LLC, a Delaware limited liability company ("NCD"), acquired certain parcels of land containing in the aggregate approximately 203.905 acres, together with a 50' ingress/egress easement (collectively, the "Property"), from Reynolds S Corp., a Virginia corporation. Although NCD intended to develop the Property as a community of approximately five hundred thirty-five (535) age-restricted, single family detached homes to be known as Four Seasons (the "Project"), the current zoning/proffers for the Property allow for the development of up to six hundred fifty (650) "age-restricted single family units" within the Project.

R-2. In order to finance such development, NCD obtained an acquisition and development loan from M&T, which loan was secured by a Purchase Money Credit Line Deed of Trust dated as of April 12, 2006, and recorded in Deed Book 1008, page 297, among the aforesaid land records (as subsequently amended, the "Deed of Trust").

R-3. By virtue of that certain Deed of Subdivision and Easement (and accompanying subdivision plat entitled "Final Plan, Four Seasons, Phase I") recorded in Deed Book 1014, page 30, among the aforesaid land records, NCD subdivided a portion of the Property, known as Phase 1, Four Seasons ("Phase One"), into approximately one hundred forty-four (144) age-restricted, single-family detached lots, together with related private streets and common area (collectively, the "Phase One Common Areas", which include entry monuments and landscaped areas).

R-4. Hovnanian (i) acquired certain subdivided lots within Phase One; (ii) as a co-Declarant with NCD, established certain rules and regulations for the benefit of the Project as set forth in that certain Declaration of Covenants, Conditions, and Restrictions, Four Seasons at Charlottesville, Greene County, Virginia, dated January 10, 2007, and recorded in Deed Book 1072, page 1, among the aforesaid land records (the "Declaration"); (iii) with NCD, established the HOA for the purpose of owning the private streets and common areas within the Project, including the Phase One Common Areas, and enforcing the provisions of the Declaration; and (iv) constructed on

a portion of the Property a clubhouse, including related landscaping and grounds (the "Clubhouse"), which was intended to be owned by the HOA for the use of the owners of the lots within the Project.

R-5. Neither the Phase One Common Areas nor the Clubhouse has been conveyed to the HOA.

R-6. NCD defaulted on its loan secured by the Deed of Trust, and on January 22, 2009, M&T foreclosed on the remaining Property secured by the Deed of Trust, at which sale M&T was the highest bidder.

R-7. M&T subsequently assigned its rights to acquire such remaining Property (which M&T purported to sell free from the Declaration) to Investor, and Investor acquired such remaining Property as follows: (i) twenty-four (24) finished and subdivided lots within Phase One (the "CLIG Lots"), acquired by CLIG; and (ii) the remaining portion of the Property which has not yet been subdivided into lots and which includes the Phase One Common Areas and the portion of the Property on which the Clubhouse is located (collectively, the "Additional Land"), acquired by CLDG, by virtue of those two (2) certain Substitute Trustee's Deeds, both dated May 27, 2009, one conveying the CLIG Lots to CLIG, and being recorded in Deed Book 1217, page 152, and the other conveying the Additional Land to CLDG, and being recorded in Deed Book 1217, page 155, both among the aforesaid land records.

R-8. In connection with its acquisition of the CLIG Lots and the Additional Land, Investor encumbered the CLIG Lots and the Additional Land with that certain Deed of Trust, Assignment and Security Agreement dated as of May 27, 2009, and recorded in Deed Book 1217, page 158, among the aforesaid land records, which secures, among other things, Investor's obligations to pay to M&T a lot surcharge and amounts that may be due under an indemnity agreement (the "M&T Deed of Trust").

R-9. Certain disputes and disagreements have arisen between and among Investor, Hovnanian, and the HOA concerning, among other things, the rights and responsibilities of the parties in connection with the Declaration, the Phase One Common Areas, and the Clubhouse.

R-10. On or about January 14, 2009, the HOA filed a Complaint for Declaratory Relief against M&T and others in the Circuit Court of Greene County, Virginia (Four Seasons at Charlottesville Community Association, Inc., v. Manufacturers and Traders Trust Company, et al., Case No. 09-285) (the "Pending Litigation").

R-11. On or about May 4, 2010, Investor filed a Notice and Motion for Leave to Intervene in the Pending Litigation, asking that Investor, as owner of the foreclosed portion of the Property, be granted leave to intervene in the Pending Litigation, which motion was granted by Consent Order Granting Leave to Intervene entered on May 18, 2010.

R-12. It is now the desire and express intention of Investor, Hovnanian, and the HOA to resolve their said disputes and disagreements and to execute this Agreement in full and complete settlement of any and all claims, disputes, and disagreements, including the Pending Litigation.

R-13. In addition, the HOA wishes to assure that its members will have the continuing use of the Phase One Common Areas on a fair and equitable basis, and to encourage the development of

the Additional Land to provide for the full utilization of the Clubhouse and the Phase One Common Areas and additional funding for the expenses of operating and maintaining the Clubhouse and the Phase One Common Areas.

R-14. 4S is a Virginia limited liability company whose members consist of seventy-nine (79) homeowners of subdivided lots in Phase One. 4S executes this Agreement solely for the purposes of (i) evidencing the approval of this Agreement on behalf of all of its members, and (ii) granting the release and making the representation and warranty set forth in Section 17 below.

R-15. M&T executes this Agreement solely for the purposes of (i) agreeing to the provisions of (and to perform their obligations under) Sections 2 and 7 below, and (ii) entering into the mutual release set forth in Section 15 below.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00), the mutual promises, covenants and undertakings provided herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, Investor, Hovnanian, the HOA, M&T and 4S, as applicable, agree as follows:

1. CLIG Lots. Investor, Hovnanian and the HOA hereby agree that the CLIG Lots are subject to the provisions of the Declaration, and that CLIG, and its successors and assigns, as owners of the CLIG Lots (such successors and assigns being referred to as "Allowed Successors" of CLIG), are and shall be members of the HOA; however, (a) no HOA or other assessments or any other charges under the Declaration shall be assessed against, accrue or become due and payable with respect to each CLIG Lot until such time as the construction of a residential dwelling unit upon such CLIG Lot has been completed and such CLIG Lot has been conveyed to a homeowner (and the HOA assessments or other charges under the Declaration with respect to such Lot, as described in the Declaration, shall begin to accrue on the date that such homeowner closes upon and takes title to any such CLIG Lot), and (b) the owner of each CLIG Lot shall have no voting rights with respect to the HOA until the HOA assessments and other charges under the Declaration with respect to such CLIG Lot have begun to be paid. In no event shall Investor be responsible for any such assessments or other charges with respect to the CLIG Lots.

2. Phase One Common Areas. At the time of the full execution of this Agreement, CLDG will convey, by special warranty deed, free and clear of all monetary liens, and without the payment of any consideration, the Phase One Common Areas to the HOA, such Phase One Common Areas being generally as depicted on Exhibit A attached hereto. In connection with and at the time of such conveyance and for no consideration, M&T shall release the Phase One Common Areas from the lien of the M&T Deed of Trust. Hovnanian shall pay any and all costs and expenses associated with any such transfer of the Phase One Common Areas (other than Investor's attorney fees and the costs of obtaining the release of any monetary liens currently encumbering the Phase One Common Areas, including the M&T Deed of Trust). Hovnanian shall prepare any deeds and/or plats required to accomplish the conveyance of the Phase One Common Areas as set forth in this Section 2.

3. Access; Easements. Investor, Hovnanian and the HOA agree and acknowledge that CLIG (and its Allowed Successors), as owner of the CLIG Lots and a member of the HOA, will have full utilization of the private streets contained within the Phase One Common Areas as a means of ingress, egress and access to and from the CLIG Lots, including during periods of house

construction on the CLIG Lots, provided that CLIG (and its Allowed Successors, as applicable) will be responsible for repairing any damage or injury to such private streets caused by its (or their) construction traffic and shall act in a commercially reasonable manner with respect to keeping such private streets free from mud or other debris associated with its construction activities. In addition, CLDG, and its successors and assigns, shall have the right to use the private streets contained within the Phase One Common Areas as a means of ingress, egress and access to and from the Additional Land on the following terms:

a. The HOA shall grant to CLDG (and its successors and assigns who have purchased one or more parcels of the Additional Land for subdivision, development and/or construction of homes in the ordinary course of business, such successors and assigns being referred to as "Development Successors" of CLDG) a temporary easement over the private streets contained within the Phase One Common Areas for ingress, egress and access to and from the Additional Land only during periods of development of the Additional Land and construction of residences on the lots created out of the Additional Land, provided that CLDG (or its applicable Development Successors) will be responsible for repairing any damage or injury to such private streets caused by its/their construction traffic and shall act in a commercially reasonable manner with respect to keeping such private streets free from mud or other debris associated with its/their construction activities.

b. The HOA shall grant to CLDG (and CLDG's successors and assigns), as owners of the lots created out of the Additional Land, a permanent easement over the private streets contained within the Phase One Common Areas for ingress, egress and access to and from such lots. The owners of such lots (or the homeowners' association(s) governing such lots) shall be responsible for paying a share of the maintenance of such private streets as more particularly set forth in Section 4 below. The deed of easement granting the easements described in Section 3a and in this Section 3b shall be substantially in the form of Exhibit B attached hereto.

In addition, the HOA will grant to CLDG (and its Development Successors), at no cost to CLDG (or its Development Successors), such reasonable and customary permanent and/or temporary construction, utility or other easements as CLDG (or its Development Successors) may request over, across, through or under the open spaces contained within the Phase One Common Areas, so long as (i) such easements are approved by the applicable governmental authorities of Greene County (to the extent that any such easements require the consent or approval of the applicable governmental authorities of Greene County) and do not materially adversely affect the intended use or benefit of the open spaces over which such easements are requested to be granted, and (ii) CLDG (or its applicable Development Successors), at its/their own expense, shall restore such open spaces, in a commercially reasonable manner, to their original condition after the construction and installation of any such easements are completed. The agreement to grant easements set forth in this paragraph shall be specifically included in the Covenant described in Section 12 below.

4. Additional Land. The Additional Land will be developed in a manner consistent with the approvals from Greene County as an active adult community. CLDG (and its Development Successors) shall form one (1) or more new homeowners' associations and develop the Additional Land subject to one (1) or more new declarations (all as may be approved by Greene County to the extent that any such approval of Greene County may be required). Each such new homeowners' association will be responsible for payment of a prorata share (based on the number of lots served by such new homeowners' association as a percentage of all lots served by the applicable facilities) of

the cost of maintaining the facilities used by members of the HOA and by members of the new homeowners' association, including streets, adjacent landscaped areas and entry monuments.

a. CLDG (or its Development Successor) will also form (at the same time as the new homeowners' association, or first such new homeowners' association is formed) a master association (the "Master Association") for the sole purpose of taking title to and operating and maintaining the Clubhouse, the parcel of land on which the Clubhouse is located (the "Clubhouse Parcel"), and those portions of the Phase One Common Areas (and the facilities and improvements located thereon, such as streets, adjacent landscaped areas and entry monuments) which are to be used jointly by the homeowners in Phase One and the Additional Land (the "Joint Phase One Common Areas").

(i) The members of the Master Association shall consist of the HOA and each new homeowners' association which has been formed for governance of any lots created out of the Additional Land.

(ii) CLDG (or its Development Successor) shall be the declarant under the declaration for the Master Association and shall have all customary declarant rights, including the right to appoint the members of the board of directors during the declarant control period (however, during such declarant control period the HOA shall have the right to designate one (1) member of the board). The declaration and any other governing documents for the Master Association shall be in a customary and commercially reasonable form and reasonably acceptable to the HOA (and in any event, so long as such governing documents are consistent with the provisions of this Agreement and are approved by the County Attorney and Zoning Administrator for Greene County, they will be deemed acceptable to the HOA).

(iii) Upon completion of the development of the Project, including the Additional Land, the members of the Master Association (the HOA and the other homeowners' association(s)) shall govern the Master Association.

(iv) Upon completion of the development of the Project, including the Additional Land, the votes shall be allocated to the members on a pro-rata basis based on the number of lots served by each member as a portion of all lots served by the Master Association.

(v) The HOA members shall not be required to pay (i) any initial capital contributions or initial working capital amounts which may be assessed against members of any new homeowners' association formed for the Additional Land, or (ii) any charges that are attributable to common areas or facilities that serve only the CLIG Lots and/or the lots to be created out of the Additional Land. In addition, Hovnanian will not be obligated to fund assessments or deficits for any lots created out of the Additional Land, except to the extent it acquires title to any such lots.

b. Notwithstanding the other provisions of this Agreement or any of the provisions of the Declaration:

(i) Any new homeowners' association formed for the Additional Land and each lot within the Additional Land served by such new homeowners' association shall not be responsible for the payment of the applicable pro-rata share of any maintenance costs for the Joint Phase One Common Areas until such time as the construction of a residential dwelling unit upon

such lot has been completed and such lot has been conveyed to a homeowner (and such pro-rata share with respect to such lot shall begin to accrue on the date that such homeowner closes upon and takes title to any such lot). The parties agree that each pro-rata share calculation to be paid by any new homeowners' association shall include, at the time such pro-rata share payment is due, only the number of lots within the Additional Land served by such new homeowners' association on which the construction of a residential dwelling unit upon such lot has been completed and such lot has been conveyed to a homeowner.

(ii) In no event shall any homeowner or resident of a lot within the Additional Land be entitled to use any of the Joint Phase One Common Areas until the pro-rata share payments with respect to such lot have begun to be made.

(iii) In no event shall Investor, an Allowed Successor or a Development Successor have any obligation to fund any deficits or budget shortfalls of the HOA.

c. At the time of full execution of this Agreement, Hovnanian shall execute, acknowledge and deliver to Investor an Assignment of Special Declarant Rights, substantially in the form attached hereto as Exhibit C, which grants to Investor certain Declarant rights under the Declaration. Investor shall, at its expense, record such document among the Greene County land records. The Assignment of Special Declarant Rights shall only convey the assigned rights and powers as detailed in the Declaration and shall not be considered a novation or transfer of any obligations or duties set forth in the Declaration. The Assignment of Special Declarant Rights shall also allow Investor to transfer any of the assigned rights to an Allowed Successor or a Development Successor. By its acceptance of such document, Investor (or any such Allowed Successor or Development Successor) does not become the Declarant under the Declaration or assume any obligation as Declarant under the Declaration except as specifically provided in the Declaration relating to the exercise of the assigned special Declarant rights.

d. CLDG shall initially retain ownership of the Clubhouse and the Clubhouse Parcel; however, CLDG shall convey (by special warranty deed, free and clear of any monetary liens and for no consideration due) the Clubhouse and Clubhouse Parcel to the Master Association at a time which is in accordance with any proffers for the Project and which CLDG deems appropriate (but not later than the sale and conveyance of the last lot in the last phase of the Additional Land). At the same time as CLDG conveys the Clubhouse and Clubhouse Parcel to the Master Association, the HOA will convey the Joint Phase One Common Areas (by special warranty deed, free and clear of any monetary liens and for no consideration due) to the Master Association. The HOA and CLDG agree and acknowledge that the Joint Phase One Common Areas consist of those items described as such on (and shown on the plat constituting a portion of) Exhibit A attached hereto. Once the Joint Phase One Common Areas are conveyed to the Master Association, the Master Association shall be responsible for repairing and maintaining the Joint Phase One Common Areas for the benefit of all lots within the Project (including the Additional Land), including any roadways and landscaping located on the Joint Phase One Common Areas.

e. CLDG will not convey the Clubhouse and/or the Clubhouse Parcel to any person or entity other than the Master Association or a Development Successor that is obligated to convey (on the terms set forth in Section 4d) the Clubhouse and the Clubhouse Parcel to the Master Association.

Notwithstanding any of the foregoing, Investor shall not be required to undertake any obligation to assume any Declarant obligations with respect to the Declaration and the HOA or to construct, erect or pay for any facilities or amenities for the Project that have not yet been constructed.

5. Management. Except as otherwise specifically provided below, the HOA will manage the operation of the Clubhouse and the Clubhouse Parcel on behalf of CLDG and/or its Development Successors until such time as the Clubhouse and the Clubhouse Parcel are conveyed to the Master Association. When the Clubhouse and the Clubhouse Parcel are conveyed to the Master Association, the Clubhouse and the Clubhouse Parcel shall be managed by the Master Association. The manager of the Clubhouse and the Clubhouse Parcel (whether such manager is the HOA, the Master Association or some other person or entity, the "Manager") shall maintain the Clubhouse and the Clubhouse Parcel in good repair, shall operate the Clubhouse in a commercially reasonable manner, shall collect all dues, assessments and other revenues associated with the Clubhouse and the Clubhouse Parcel, shall pay all Clubhouse Expenses (as defined below in Section 5g), and shall comply with the following terms, as applicable:

a. The Clubhouse will be reserved for the exclusive use of residents of the Project, including the Additional Land; provided, however, that if Investor acquires one or more parcels of land which adjoin the Project, and Investor (or an Allowed Successor or a Development Successor) develops any such parcel of land as an active adult community, such parcel of land may be annexed into any homeowners' association governing all or any portion of the Additional Land (provided that such annexation has been approved by the applicable governmental authorities of Greene County, to the extent that any such approval of Greene County may be required), in which event such additional annexed parcel of land shall be deemed Additional Land (and, therefore, part of the Project) for all purposes of this Agreement.

b. All HOA members (homeowners) shall have the continuing right to use the Clubhouse and the Clubhouse Parcel (subject to any reasonable and customary rules and regulations that are equally applicable to the owners of lots created out of the Additional Land), provided that each such HOA member continues paying such HOA member's assessments under the Declaration. The owner(s) of lots created out of the Additional Land (or the new homeowners' association(s) created for the governance of the lots created out of the Additional Land) shall be responsible for paying such owner(s)' pro-rata share of the Clubhouse Expenses, with such payments to commence, with respect to each such lot, at such time as the construction of a residential dwelling unit upon such lot has been completed and such lot has been conveyed to a homeowner (i.e., such pro-rata share shall begin to accrue on the date that such homeowner closes upon and takes title to such lot). In no event shall any homeowner or resident of a lot within the Additional Land (or of the CLIG Lots) be entitled to use the Clubhouse and the Clubhouse Parcel until the HOA assessments and other charges under the Declaration (with respect to the CLIG Lots) or the pro-rata share payments (with respect to the lots created out of the Additional Land) with respect to such lot have begun to be made. In the event Investor pays any Clubhouse Expenses for the benefit of the HOA, including but not limited to the payment of any real estate taxes applicable to the Clubhouse and/or the Clubhouse Parcel, the HOA will promptly reimburse such Clubhouse Expenses to Investor upon request and reasonable proof of payment. (With respect to any real estate taxes applicable to the Clubhouse and/or the Clubhouse Parcel which are not separately assessed but are included as part of a real estate tax bill for a larger parcel, the HOA and Investor agree and acknowledge that they will cooperate to determine a fair allocation of such real estate taxes to the Clubhouse and/or the Clubhouse Parcel.) However, by no later than May 2, 2011 (provided the approval of the Voting Members is obtained in

accordance with Section 31 below), Hovnanian, on behalf of the HOA, will pay to Investor a total of One Hundred Thousand Dollars ($100,000) in full satisfaction of the HOA's share (and Hovnanian's share, if any) of the real estate taxes paid by or due from Investor with respect to the Project (i.e., such payment will include the real estate taxes applicable to the Clubhouse and/or the Clubhouse Parcel, and the Phase One Common Areas) for all of tax years 2009, 2010 and 2011.

c. If, at any time in the future until there are a total of at least two hundred forty (240) lots contributing to the upkeep and maintenance of the Clubhouse and Clubhouse Parcel, the homeowners in Phase One no longer want to pay the Clubhouse Expenses, then upon at least sixty (60) days notice to the owner of the facility (CLDG, its Development Successor, or the Master Association, as applicable), the HOA can terminate the homeowners' use of and payment for the Clubhouse and Clubhouse Parcel. Upon such termination, the owner of the facility (which shall then become the Manager in place of the HOA if the HOA is the Manager at the time of such termination) shall be entitled either to shut down the Clubhouse or keep the Clubhouse open; however, after the HOA's termination of the homeowners' use of and payment for the Clubhouse and Clubhouse Parcel, such owner shall fund all Clubhouse Expenses whether the Clubhouse is open or closed (and such owner shall also have the right to rent out the Clubhouse or open it for the use of others upon such terms as such owner determines in its sole discretion in order to help defray the Clubhouse Expenses). In the event that the HOA terminates the homeowners' use of and payment for the Clubhouse and Clubhouse Parcel, such homeowners shall be entitled to resume use of the Clubhouse and Clubhouse Parcel only upon obtaining approval from CLDG or, as applicable, its Development Successor. In addition, the Manager shall have the right to (i) adjust the Clubhouse hours or reduce the services available in order to cut down on the Clubhouse Expenses, and/or (ii) notwithstanding the provisions of Section 5a above, rent the Clubhouse and/or Clubhouse Parcel (or portions thereof), subject to a schedule to be established by the Manager, to others for special events, such as weddings and anniversary or retirement parties; provided, however, that at such time as CLDG (or its Development Successor) begins to develop the Additional Land, as evidenced by the issuance of the first grading permit for the first phase of lots within the Additional Land, the Manager shall obtain CLDG's (or its Development Successor's) prior written consent before exercising any of such rights (or before establishing any future rental schedule), such consent not to be unreasonably withheld. The rental rates and fees associated with the foregoing item (ii) shall be set by the Manager, with the rental rates and fees paid for such use being used first to fund any deficits related to the Clubhouse, the Clubhouse Parcel, and/or the Joint Phase One Common Areas, and secondly to be deposited in a separate interest-bearing account to be established by the Manager at a federally insured bank or savings institution reasonably selected by the Manager (with any interest earned thereon being deemed part of such account for all purposes hereunder) (the "Amenity Account") to be used solely (except as specifically provided below) to fund the cost of constructing at the Clubhouse or on the Clubhouse Parcel additional amenities such as an outdoor pool, tennis courts and/or bocce courts. The funds in the Amenity Account may be used by CLDG (or its Development Successor) to offset the cost of the construction of such additional amenities in the event CLDG (or its Development Successor) constructs, solely at its option, such additional amenities; however, neither Hovnanian, Investor, or any Allowed Successor or Development Successor shall have the right to increase the assessments or other amounts due from the HOA members and/or the owners of lots created out of the Additional Land, or to bill any such person(s) or entity/ies for, the cost of constructing such additional amenities. If the additional amenities, or any portion thereof, are not constructed by September 30, 2020, the full amount then in the Amenity Account shall be delivered to the Manager and used to pay any Clubhouse Expenses and/or expenses of maintaining the Joint Phase One Common Areas.

d. For the purpose of determining deficits related to the Clubhouse, the Clubhouse Parcel and the Joint Phase One Common Areas which are eligible to be reduced with the rental fees collected pursuant to Section 5c above, the parties agree that:

(i) Until pro-rata share payments with respect to the lots developed within the Additional Land begin to be made, the HOA members' monthly assessments will not be reduced below the current monthly assessment of Two Hundred Sixty and no/00 Dollars ($260.00) plus annual increases of not more than three percent (3%). (For purposes of clarity, it is agreed that these provisions do not apply if the HOA has terminated the homeowners' use of and payment for the Clubhouse and Clubhouse Parcel as set forth in Section 5c above.)

(ii) After pro-rata share payments with respect to the lots developed within the Additional Land begin to be made, the HOA members' monthly assessments may be reduced, provided that they shall not be any greater or less (with respect to the Clubhouse Expenses and the costs of maintaining the Joint Phase One Common Areas) than the applicable pro-rata shares (for the Clubhouse Expenses and the costs of maintaining the Joint Phase One Common Areas) charged to owners of the lots created out of the Additional Land (or to the applicable new homeowners' association(s) governing such lots).

e. During the time that the HOA is managing the Clubhouse and Clubhouse Parcel for CLDG (and/or its Development Successors), (i) the HOA shall promptly notify CLDG (and/or its Development Successors) of any property damage sustained by the Clubhouse and/or Clubhouse Parcel, (ii) the HOA shall promptly notify CLDG (and/or its Development Successors) of any bodily injuries sustained by employees, contractors, residents or other users of the Clubhouse and/or Clubhouse Parcel, (iii) the HOA shall keep CLDG (and/or its Development Successors) reasonably informed of any matters material to the operation, maintenance and use of the Clubhouse and/or Clubhouse Parcel, (iv) those matters regarding the Clubhouse and Clubhouse Parcel listed on Exhibit D attached hereto shall be deemed major decisions with respect to the Clubhouse and Clubhouse Parcel and shall require a joint decision by the HOA and CLDG (and/or its Development Successors), (v) upon request by CLDG (and/or its Development Successors), the HOA shall deliver to CLDG (and/or its Development Successors), a copy of the most recent operating and capital budget for the Clubhouse and Clubhouse Parcel, and (vi) in the event that the HOA defaults in its management obligations under this Section 5, and such default continues for a period of at least thirty (30) days after written notice of the claimed default is given to the HOA by CLDG (and/or its Development Successors), CLDG (and/or its Development Successors) shall have the right, at any time until the default is cured, to terminate the HOA's management of the Clubhouse and Clubhouse Parcel.

f. During the time that it is managing the Clubhouse and Clubhouse Parcel for CLDG (and/or its Development Successors), the HOA shall have the right to hire contractors of its choice, on commercially reasonable terms, to help with the responsibilities and required services associated with such management. Any such persons or entities hired in such regard shall not be considered employees of CLDG (and/or its Development Successors), and the costs and expenses applicable to the employment of such persons or entities shall be Clubhouse Expenses.

g. As used in this Section 5, the term "Clubhouse Expenses" shall mean all costs and expenses of maintaining, repairing and operating the Clubhouse and the Clubhouse Parcel,

including but not limited to costs for cleaning, insurance, salaries of Clubhouse employees, repairs, utilities, security, landscaping, trash collection, equipment maintenance and real estate taxes. (With respect to real estate taxes, the parties agree and acknowledge that Investor has filed a challenge over the amount of real estate taxes paid and/or payable for the Clubhouse and Clubhouse Parcel. If Investor receives any refunds of real estate taxes for the Clubhouse and/or Clubhouse Parcel for any period for which the HOA paid the real estate taxes, the applicable refund shall be credited back to the HOA, less a reasonable allowance for costs and attorney fees incurred by Investor with respect to such refund.) With respect to this Section 5, "pro-rata share" shall be determined based on all parties who have the right to use the Clubhouse and the Clubhouse Parcel, including members of the HOA (including the owners of the CLIG Lots once they are conveyed to homeowners) and owners of the lots created out of the Additional Land. In addition, for the purposes of this Section 5 and wherever the context requires in this Agreement, including specifically in Section 4, "lots" shall include condominium units, and "homeowners' associations" shall include unitowners' associations.

h. CLDG reserves the right to charge owners of the CLIG Lots and/or owners of any lots created out of the Additional Land an amenity fee or an initial or capital contribution fee for use of the Clubhouse. Any such fee(s) charged by CLDG shall be in addition to the pro-rata share of Clubhouse Expenses otherwise payable by the owners of the CLIG Lots and/or owners of any lots created out of the Additional Land and shall be paid directly to CLDG.

i. Except as provided in this Agreement, Investor shall have no direct obligation, liability or responsibility to fund any deficits or budget shortfalls associated with the management and/or operation of the Clubhouse or the HOA.

6. HOA Control, Funding; Hovnanian Home Warranties.

a. Hovnanian and the HOA agree and acknowledge that the Declarant Control period for the Project will terminate (and control of the HOA will be turned over to the homeowners) on June 1, 2011 (the "HOA Transition Date"), provided that on the HOA Transition Date this Agreement has been fully executed and has been approved by the owners of lots in Phase One as set forth in Section 31 below. On the HOA Transition Date, the HOA Board members and officers appointed by Hovnanian will resign. Hovnanian agrees that it will assist as reasonably requested by the homeowners for a smooth transition from Declarant control to homeowner control, and Hovnanian will turn over control of the HOA in accordance with the terms of the Declaration, the HOA Articles of Incorporation, the HOA Bylaws, and any applicable law, including the Property Owners' Association Act. Upon turning over control of the HOA, Hovnanian shall be entitled to retain any Special Declarant Rights set forth in the Declaration until it has sold its last lot in Phase One.

b. Hovnanian agrees that, as Declarant, it shall keep the Clubhouse open at the current level of service up to the HOA Transition Date. In addition, Hovnanian, as Declarant, will pay the difference between (i) the Common Expenses (as defined in the Declaration) plus the Clubhouse Expenses from January 1, 2011, up to the HOA Transition Date, and (ii) the amount of per-lot HOA assessments on all lots in Phase One (except the CLIG Lots) at Two Hundred Sixty and no/100 Dollars ($260.00) per lot per month from January 1, 2011, up to the HOA Transition Date (that is, Hovnanian will not pay any amounts due from non-paying homeowners). In that connection, Hovnanian, as Declarant, specifically agrees that all attorney fees incurred by the HOA with respect to the Pending Litigation shall be paid before the HOA Transition Date, and it shall

cause all bills incurred by the HOA for services rendered up to the HOA Transition Date to be paid. After the HOA Transition Date, Hovnanian shall contribute One Hundred Forty Thousand Dollars ($140,000) to the HOA to help defray any operating deficits for the remainder of calendar year 2011. Such contribution shall be paid to the HOA by no later than June 30, 2011. Hovnanian agrees that, if the HOA elects to reduce services so that the deficit is less than expected (even if it is less than Hovnanian's required contribution amount), Hovnanian will still contribute its full required amount set forth in this Section 6b. No other deficit funding will be required from Hovnanian; however, Hovnanian shall remain responsible for paying any required assessments on any lots owned by it in Phase One (during the time it owns such lots) in accordance with the Declaration.

c. Nothing in this Agreement shall alter Hovnanian's responsibilities to the individual homeowners of the Phase One Lots with respect to any warranties given by Hovnanian that pertain to the homes on the Phase One Lots.

7. M&T Agreement. M&T, as holder of the deed of trust encumbering the Additional Land, consents to the terms and agreements regarding the Clubhouse and the Clubhouse Parcel as set forth in this Agreement. M&T further agrees that its rights to the Clubhouse and the Clubhouse Parcel under any documents evidencing, governing or securing any financing encumbering the Clubhouse and/or the Clubhouse Parcel shall be subordinate to the terms of this Agreement, and that any foreclosure conducted under such documents shall be subject to the rights of the HOA (and its members) with respect to the Clubhouse and the Clubhouse Parcel as set forth in this Agreement. The provisions of this Section 7 shall be included in the Covenant described in Section 12 below, and M&T agrees to enter into (and to cause its trustees under the M&T Deed of Trust to enter into) such Covenant in order to memorialize the provisions of this Section 7.

8. Clubhouse Plans. At the time of the full execution of this Agreement, Hovnanian will unconditionally assign to Investor any and all of Hovnanian's plats, plans, site plans, surveys, plans and specifications, storm water and storm sewer plans and specifications, engineering plans and topographical relief maps related to the Clubhouse and the Additional Land (collectively, the "Assigned Plans"), to the extent assignable. Hovnanian makes no representations and warranties with respect to the Assigned Plans, except that all costs and expenses of preparing the Assigned Plans incurred by Hovnanian up to the date of the assignment shall have been fully paid for by Hovnanian. To the extent that any of the Assigned Plans require the consent or approval of any third party, either in connection with the assignment thereof being effective, or to avoid the occurrence of a default thereunder, the assignment of such Assigned Plans shall not be effective until such consent or approval is obtained, but shall become immediately effective upon obtaining such consent or approval from such third party. Hovnanian agrees to fully, reasonably and in good faith cooperate with Investor, at no cost to Hovnanian other than Hovnanian's attorney fees, in connection with obtaining any and all necessary third party consents with respect to the assignment of the Assigned Plans to Investor. In addition, Hovnanian will fully, reasonably and in good faith cooperate with Investor, at no cost to Hovnanian other than Hovnanian's attorney fees, so that Investor will have the use of Hovnanian's architectural plans for the Clubhouse (which have been paid for through the date of this Agreement). Investor agrees and acknowledges that Hovnanian is specifically not assigning, nor is Hovnanian granting Investor any rights to use, any architectural plans for the residences constructed by Hovnanian with respect to the Project.

9. Clubhouse Chattels and Tangible Personal Property. Hovnanian does hereby transfer to the HOA Hovnanian's ownership interest (if any) in the chattels and tangible personal property currently located in, on and around the Clubhouse and the Clubhouse Parcel. Any ownership interest of the HOA in any such chattels and tangible personal property (including any such interest transferred to the HOA by Hovnanian as set forth in the previous sentence) is and shall remain appurtenant to the Clubhouse and Clubhouse Parcel.

10. Performance Bonds. Hovnanian currently has in place with respect to the Project (i) a performance bond that is associated with utility and street installation in Phase One, and (ii) a performance bond that is associated with mass grading and erosion and sediment controls for an area consisting of several different phases within the Project, including Phase One. Hovnanian will, at its expense, complete all subdivision work that is covered by such performance bonds or by any letters of credit posted with Greene County. Hovnanian will be entitled to pursue any and all reductions and releases of those performance bonds (or letters of credit) which are allowed by the applicable governmental authorities of Greene County. In the event that Hovnanian is required to complete or correct any bonded work on the CLIG Lots and/or Additional Land in order to obtain such reductions or releases, Investor will cooperate to allow Hovnanian access to the CLIG Lots and/or Additional Land, as necessary for such completion or correction.

11. Plans and Permits. Hovnanian and the Investor acknowledge that Hovnanian has obtained certain Storm Water Pollution Prevention Plans, VSMP Permits and wetlands permits that may apply to the entire Project (including the Additional Land). In connection with its development of the Additional Land, CLDG will obtain, in its own name, any necessary Storm Water Pollution Prevention Plans, VSMP Permits and wetlands permits or, in the alternative, CLDG will have any Storm Water Pollution Prevention Plans, VSMP Permits and wetlands permits obtained by Hovnanian with respect to the Additional Land transferred to CLDG. Hovnanian agrees to cooperate with CLDG, in a commercially reasonable manner and at no cost to Hovnanian (except for Hovnanian's attorney fees and the fees of its engineers), upon CLDG's request, to assist CLDG (or any Development Successor) with respect to such transfer.

12. Preparation and Recordation of Covenant. Upon the execution of this Agreement, the parties (except for 4S) shall enter into a Covenant which memorializes the agreements and understandings contained in this Agreement. Such Covenant shall be substantially in the form of Exhibit E attached hereto, and the fully executed and acknowledged Covenant shall be recorded among the land records of Greene County, Virginia. In addition, the covenant shall prohibit Investor or its successors and assigns from using the names "Hovnanian" or "Four Seasons" in marketing or otherwise dealing with the Project.

13. Dismissal of Pending Litigation. The parties shall submit to the Circuit Court of Greene County a Final Order of Dismissal in the Pending Litigation, dismissing the Pending Litigation with prejudice. Such Final Order of Dismissal shall incorporate therein a fully executed copy of this Agreement, shall provide for the release of the Lis Pendens recorded in Deed Book 1195, page 354, among the aforesaid land records, in connection with the Pending Litigation, and shall be substantially in the form of Exhibit F attached hereto.

14. Releases (Investor; Hovnanian and HOA). Except as expressly provided under the terms and conditions of this Agreement, Investor, on the one hand, and Hovnanian and the HOA, on the other hand, and the respective successors and assigns of Investor, Hovnanian and the HOA,

hereby irrevocably and unconditionally remise, release and forever discharge the other and their respective successors and assigns from any and all claims, demands, legal proceedings, liabilities, suits, actions and causes of action which Investor, on the one hand, and Hovnanian and the HOA, on the other hand, have or may have against each other as of the date of this Agreement relating to their rights, duties and obligations in connection with the Declaration, the Phase One Common Areas, the Clubhouse, the Property and the related dealings between them in connection therewith.

15. Releases (M&T; Hovnanian and HOA). Except as expressly provided under the terms and conditions of this Agreement, Hovnanian and the HOA, on the one hand, and M&T, on the other hand, and their respective affiliates, subsidiaries, successors and assigns, and any and all of their officers, directors, agents and employees, hereby irrevocably and unconditionally remise, release and forever discharge the other (and the other's respective affiliates, subsidiaries, successors and assigns, and any and all of their officers, directors, agents and employees, specifically including, as to M&T, Gordon P. Peyton, Substitute Trustee under the Deed of Trust) of and from any and all claims, demands, legal proceedings, liabilities, suits, actions and causes of action which Hovnanian and/or the HOA, on the one hand, and M&T, on the other hand, have or may have against each other as of the date of this Agreement relating to their rights, duties and obligations in connection with the Property, the Project, the Deed of Trust and/or the Declaration, and the related dealings between them in connection therewith.

16. Releases (Hovnanian and HOA). Except as expressly provided under the terms and conditions of this Agreement, Hovnanian, on the one hand, and the HOA, on the other hand, and the respective successors and assigns of Hovnanian and the HOA, and any and all of their respective officers, directors, agents and employees, hereby irrevocably and unconditionally remise, release and forever discharge the other and their respective successors and assigns (and any and all of their officers, directors, agents and employees), from any and all claims, demands, legal proceedings, liabilities, suits, actions and causes of action which Hovnanian, on the one hand, and the HOA, on the other hand, have or may have against each other as of the date of this Agreement relating to their rights, duties and obligations in connection with the Declaration, the Phase One Common Areas, the Clubhouse (including Clubhouse Expenses and funding), the Pending Litigation, and the related dealings between them in connection therewith.

17. Release; Representation and Warranty (4S). Except as expressly provided under the terms and conditions of this Agreement, 4S hereby releases Hovnanian, Investor and M&T, and their respective successors and assigns (and any and all of their officers, directors, agents and employees, specifically including, as to M&T, Gordon P. Peyton, Substitute Trustee under the Deed of Trust), from any and all claims, demands, legal proceedings, liabilities, suits, actions and causes of action 4S has or may have against Hovnanian, Investor and/or M&T as of the date of this Agreement relating to their rights, duties and obligations in connection with the Declaration, the Phase One Common Areas, the Clubhouse (including Clubhouse Expenses and funding), the Pending Litigation, and the related dealings between them in connection therewith.

18. Further Assurances. Each of the parties covenants and agrees to do any and all further acts and to execute, acknowledge, seal and deliver any and all other and further instruments and documents (not otherwise inconsistent herewith) as may be requested by another party in order to effectuate the terms and provisions of this Agreement. Each person signing this Agreement in a representative capacity on behalf of a party hereto hereby represents and warrants that such person's execution and delivery of this Agreement is within such person's respective authority and that all

requisite action shall have been taken to make this Agreement valid and binding upon the party upon whose behalf such person is signing this Agreement.

19. No Liability. This Agreement is in compromise of disputed claims and is not to be construed as an admission of liability on the part of any party hereto or any other person, firm or corporation released hereby, by whom such liability is denied expressly.

20. No Third Party Beneficiaries. The provisions of this Agreement are exclusively for the benefit of the parties named herein. No other person or entity shall have any right to require performance of all or any portion of this Agreement, and no other person or entity shall be deemed a beneficiary hereof, except for those persons who were released from all claims under the terms and conditions of Sections 14, 15, 16 and 17 above.

21. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

22. Governing Law. This Agreement shall be governed by and interpreted under the applicable laws of the Commonwealth of Virginia, without regard to any conflicts of law principles.

23. Severability. If any term or condition of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining terms and conditions of this Agreement shall continue to be valid, legal and enforceable in all respects.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original of this Agreement and all of which, collectively, shall constitute but one Agreement.

25. Disputes. In the event of any dispute or disagreement between or among the parties regarding their respective rights and obligations under the terms and conditions of this Agreement, the parties agree to promptly submit all such disputes and disagreements to the Circuit Court of Greene County, Virginia. Each of the parties knowingly, voluntarily, intentionally, expressly, with full knowledge and understanding of such party's legal rights and remedies, and with the full knowledge, advice and consent of their legal counsel, does hereby waive trial by jury with respect to any and all claims relating to any such dispute or disagreement between or among the parties regarding their respective rights and obligations under the terms and conditions of this Agreement. It is expressly understood and agreed among the parties that the Circuit Court of Greene County, Virginia, shall have both subject-matter and personal jurisdiction over the parties and over all claims which may be filed under the terms and conditions of this Agreement, including full power and authority to issue injunctive relief, to order specific performance, to award monetary damages and/or to award any other legal or equitable relief which may be available to a court of law or a court of equity under the laws of the Commonwealth of Virginia.

26. Attorney Fees to Prevailing Party. In the event that any party files any litigation, lawsuit or legal proceeding to enforce any of the specific terms and conditions of this Agreement, the prevailing party in any such legal proceeding shall be entitled to an award of all reasonable actual attorney's fees and costs incurred by such party in the litigation.

27. Notices. Any notices under this Agreement shall be in writing and shall be deemed duly given on the date actually received (or on the date delivery is refused) and shall be delivered by hand-delivery, delivered by Federal Express, UPS or another recognized and reputable overnight delivery service, or sent by telecopier (fax) with a confirming telephone call and an additional copy of the notice sent by first-class mail, postage prepaid, addressed as follows:

If to Investor:
Charlottesville Land Investment Group, LLC
Charlottesville Land Development Group, LLC
c/o HC Land Company L.C.
1880 Howard Avenue, Suite 305
Vienna, Virginia 22182
Attn: Carter Boehm and Harry Ghadban
Telephone: (703) 448-8300; Fax: (703) 448-1995

With a copy to:
Henry F. Brandenstein, Jr., Esquire
Venable LLP
8010 Towers Crescent Drive, Suite 300
Vienna, Virginia 22182
Telephone: (703) 760-1632; Fax: (703) 821-8949

If to Hovnanian:
K. Hovnanian's Four Seasons at Charlottesville, L.L.C.
4090-A Lafayette Center Drive
Chantilly, Virginia 20151
Attn: Gary Chandler, Virginia Division President
Telephone: (703) 631-0834; Fax: (703) 631-5877

With a copy to:
K. Hovnanian Homes
1802 Brightseat Road, 6th floor
Landover, Maryland 20785
Attn: Peter R. Thompson, President
Attn: Stephen W. Pelz, VP and Associate General Counsel
Telephone: (301) 772-8900; Fax: (301) 772-1891

And a copy to:
William L. Matson, Esquire
Matson Freyvogel PC
8200 Greensboro Drive, Suite 325
McLean, Virginia 22102
Telephone: (703) 448-7605; Fax: (703) 448-8144

If to the HOA:
Four Seasons at Charlottesville Community Association, Inc.
c/o K. Hovnanian Homes
4090-A Lafayette Center Drive
Chantilly, Virginia 20151
Attn: Drew Main
Telephone: (703) 885-7242; Fax: (703) 631-5877

If to M&T:	Manufacturers and Traders Trust Company _____ _____ _____ Telephone: (___) _____; Fax: (___) _____
With a copy to:	Patrick K. Cameron, Esquire Ober Kaler 120 E. Baltimore Street Baltimore, Maryland 21202 Telephone: (410) 685-1120; Fax: (410) 547-0699
If to 4S:	4S Action Group, LLC 65 Prestwood Drive Ruckersville, Virginia 22968 Attn: Michael Avery Telephone: (___) _____; Fax: (___) _____
With a copy to:	James M. Bowling, Esquire St. John, Bowling, Lawrence & Quagliana LLP 416 Park Street Charlottesville, Virginia 22902 Telephone: (434) 296-7138; Fax: (434) 296-1301

Any party may change its notice address by sending written notice to all other parties in accordance with the terms and conditions of this section.

28. Interpretation. This Agreement contains the final and entire agreement between the parties on all of the matters described herein. No party shall be bound by any term, condition, promise, statement, covenant, representation or warranty not set forth herein. Except as set forth in the specific terms and conditions of this Agreement, no person has made any promise, statement, covenant, representation or warranty to any party to induce such party to execute this Agreement, and no party has relied in any manner whatsoever on any such promise, statement, covenant, representation or warranty from any such person. All parties have participated in the preparation of this Agreement and no construction of the terms hereof shall be taken against either as the one drafting this Agreement.

29. Amendment. This Agreement may not be amended, altered, modified, changed or waived unless such amendment, alteration, modification, change or waiver is in writing and is signed by all of the parties to be charged thereby. No oral amendment, alteration, modification, change or waiver of any of the terms or conditions of this Agreement shall be legal, valid, effective and/or enforceable against any party.

30. Exhibits. Each of the exhibits attached to this Agreement is incorporated herein by reference. Any exhibit not available at the time this Agreement is executed shall be agreed upon, initialed and attached by the parties as soon after execution as it is practicable, but failure to attach any exhibit shall not affect the validity of this Agreement unless the parties are in material disagreement as to the contents of such exhibit. If there is any conflict between the provisions of this

Agreement and the provisions of the final executed deeds of easement, Covenant and/or Final Order of Dismissal contemplated by this Agreement, the provisions of such final executed documents shall control.

31. Effective Date. The board of directors of the HOA (which as of the date of this Agreement is controlled by Hovnanian as declarant) has approved this Agreement on behalf of the HOA, subject to approval by two-thirds (66.67%) of the Voting Members (as defined in the Declaration), including Hovnanian, as Owner (as defined in the Declaration) of any lots in Phase One, but not including Investor, at a meeting of members duly called and held. Upon such approval by the Voting Members, to the extent that any provisions of this Agreement conflict with the provisions of the Declaration, the provisions of this Agreement shall control, and the Declaration is automatically deemed amended, to the extent applicable, without any further or formal amendment. If such approval of the Voting Members has not been obtained by April 6, 2011, this Agreement shall automatically terminate and the parties hereto shall have no further liability to each other hereunder.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first specified above.

CHARLOTTESVILLE LAND INVESTMENT GROUP, LLC, a Virginia limited liability company

By: HC Land Company, LC, a Virginia limited liability company, sole member

By:_____
Name:_____
Title:_____

CHARLOTTESVILLE LAND DEVELOPMENT GROUP, LLC, a Virginia limited liability company

By: HC Land Company, LC, a Virginia limited liability company, sole member

By:_____
Name:_____
Title:_____

K. HOVNANIAN'S FOUR SEASONS AT CHARLOTTESVILLE, L.L.C., a Virginia limited liability company

By:_____
Name:_____
Title:_____

FOUR SEASONS AT CHARLOTTESVILLE COMMUNITY ASSOCIATION, INC., a Virginia non-stock corporation

By:_____
Name:_____
Title:_____

MANUFACTURERS AND TRADERS TRUST COMPANY, a New York corporation

By:_____
Name:_____
Title:_____

4S ACTION GROUP, LLC, a Virginia limited liability company

By:_____
Name: _____
Title:_____

Exhibit A

Plat Depicting Phase One Common Areas
(including Joint Phase One Common Areas)

The Phase One Common Areas consist of all of Parcel A, Four Seasons, Phase One, Greene County, Virginia, shown on the attached subdivision plat (Sheet 2 of 18 through and including Sheet 8 of 18) (the "Plat"), together with that certain 50' ingress/egress easement created by Deed of Dedication and Easements recorded in Deed Book 952 at page 239, among the Greene County land records and as shown on Plat Cards 3701, 3702, 3703 and 3704 (said easement being shown on the Plat--Sheet 2 of 18--as "Ex. 50' Ingress/Egress Easement").

The Joint Phase One Common Areas consist of those portions of such Parcel A on which are located the private streets known as Greenecroft Boulevard, John Rucker Drive, Four Seasons Drive, Mistland Trail, Prestwood Drive and Stodghill Drive, all as shown on the Plat, as well as (i) any adjoining street landscaping, and (ii) the entrance monument located on Greenecroft Boulevard.

[The Plat attached hereto is a portion of the subdivision plat recorded with that certain Deed of Subdivision and Easement (for Four Seasons, Phase One) in Deed Book 1014 Page 300, also shown on Plat Cards 3875 through 3892, among the aforesaid land records.]

Exhibit B

Form of Deed of Easement

Prepared by: Matson Freyvogel PC
Consideration: N/A
Tax Map No.: _____
Return to: _____

DEED OF EASEMENT

THIS DEED OF EASEMENT is made and entered into this _____ day of _____, 2011, by and among FOUR SEASONS AT CHARLOTTESVILLE COMMUNITY ASSOCIATION, INC., a Virginia non-stock corporation (the "Association"), GRANTOR for indexing purposes, and CHARLOTTESVILLE LAND DEVELOPMENT GROUP, LLC, a Virginia limited liability company ("CLDG"), GRANTEE for indexing purposes.

W I T N E S S E T H:

WHEREAS, by virtue of that certain _____ dated _____, 2011, and recorded in Deed Book _____, at page _____, among the land records of Greene County, Virginia, the Association is the owner of the private streets, being specifically identified as Greenecroft Boulevard, John Rucker Drive, Four Seasons Drive, Mistland Trail, Prestwood Drive, and Stodghill Drive, contained within Parcel A of the subdivision known as Four Seasons, Phase I (the "Phase I Private Streets"), as such Phase I Private Streets are shown on the subdivision plat entitled "Final Plan, Four Seasons, Phase I" attached to that certain Deed of Subdivision and Easement recorded in Deed Book 1014, page 30, among the aforesaid land records; and

WHEREAS, by virtue of that certain Substitute Trustee's Deed dated May 27, 2009, recorded in Deed Book 1217, at page 155, among the aforesaid land records, CLDG is the owner of certain property adjoining Four Seasons, Phase I, and being more particularly described on Exhibit A attached hereto (the "CLDG Property"); and

WHEREAS, it is CLDG's intention to develop (or to allow another builder or developer to develop) the CLDG Property with subdivided residential lots (which shall be subject to a homeowners' association which is not the Association) and to construct residences thereon; however, CLDG (or the applicable builder or developer) will require an easement over the Phase I Private Streets as a means of ingress, egress and access to and from the CLDG Property during periods of development and construction, and the homeowners who will eventually own the subdivided residential lots within the CLDG Property will require an easement over the Phase I Private Streets as a means of ingress, egress and access to such subdivided residential lots; and

WHEREAS, the Association has agreed to grant such ingress, egress and access easements on the terms set forth herein,

Temporary Ingress, Egress and Access Easement (for development and construction):

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association does hereby grant unto CLDG a temporary easement over all of the Phase I Private Streets for the purpose of ingress, egress and access to and from the CLDG Property during periods of development of the CLDG Property and construction of residences on the

subdivided residential lots created from the CLDG Property. Such temporary ingress, egress and access easement is subject to the following terms and conditions:

1. All streets, service drives, trails, sidewalks and driveways and all appurtenant facilities installed in the easement shall be and remain the property of the Association, its successors and assigns.

2. CLDG and its contractors and subcontractors shall have full and free use of the easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement.

3. The Association reserves, for itself, its members and its successors and assigns, the right to make any use of the Phase I Private Streets that will not be inconsistent with the easement granted herein. CLDG agrees to use commercially reasonable efforts not to interfere with use of the Phase I Private Streets by the Association and the Association's members.

4. In connection with its use of the easement, CLDG shall keep the Phase I Private Streets in a good, clean and safe condition, order and repair. CLDG shall act (and shall cause its contractors and subcontractors to act) in a commercially reasonable manner with respect to keeping the Phase I Private Streets free from mud or other debris associated with CLDG's (or its contractors' or subcontractors') construction activity. No parking of construction vehicles shall be allowed on the Phase I Private Streets. CLDG shall be responsible for repairing any damage or injury to the Phase I Private Streets caused by its (or its contractors' or subcontractors') construction traffic. CLDG agrees that the Association shall not be required to resurface, widen or upgrade any of the Phase I Private Streets in order to allow their use for construction traffic (and in no event shall the Phase I Private Streets be widened in order to allow such use). If any resurfacing and/or upgrading of the Phase I Private Streets is required by the County for CLDG's construction traffic (or is otherwise desired by CLDG), CLDG shall perform such resurfacing and/or upgrading at CLDG's sole cost and expense. If CLDG fails to perform any of its obligations set forth in this paragraph, the Association shall, after giving CLDG notice of such failure and a period of at least thirty (30) days to cure such failure, have the right (but not the obligation) to perform such obligations of CLDG, in which event CLDG shall reimburse the Association, upon demand, for all third-party costs incurred by the Association in performing such obligation. If CLDG does not make any such reimbursement to the Association within fifteen (15) days after demand therefor, the amount due to the Association shall bear interest at the rate of ten percent (10%) per annum, pro-rated, beginning on the sixteenth (16th) day after the Association's original demand for reimbursement and continuing until the day on which such reimbursement (together with any accrued interest thereon) has been paid by CLDG to the Association.

5. CLDG agrees to indemnify and hold the Association harmless from any liability, responsibility or damages caused by CLDG's (or its contractors' or subcontractors') use of the easement granted herein.

6. The temporary ingress, egress and access easement shall be subject to all covenants, conditions, restrictions, and other easements of record insofar as they may legally affect such easement.

7. Notwithstanding the granting of the temporary ingress, egress and access easement set forth herein, CLDG agrees that it shall not use (nor shall it allow its contractors or subcontractors to use) John Rucker Drive or the portion of Mistland Trail which is located to the east of Prestwood Drive as ingress, egress or access for construction vehicles unless and to the extent the other

Phase I Private Streets allowing ingress, egress or access to the CLDG Property have been blocked off or are otherwise unusable.

8. The temporary ingress, egress and access easement granted herein shall terminate upon the construction of all residences planned for the CLDG Property and the release of all bonds posted in connection therewith; however, in no event shall the temporary ingress, egress and access easement remain in effect later than _____, 20__.

Permanent Access Easement:

AND FURTHER WITNESSETH that, for and in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association does hereby grant unto CLDG, with respect to each subdivided residential lot within the CLDG Property, and at the time a residence has been substantially completed with respect to such lot, a permanent easement over all of the Phase I Private Streets for the purpose of ingress, egress and access to and from such subdivided residential lot. Such permanent ingress, egress and access easement is subject to the following terms and conditions:

1. All streets, service drives, trails, sidewalks and driveways and all appurtenant facilities installed in the easement shall be and remain the property of the Association, its successors and assigns. The Association agrees (subject to the rights and obligations set forth above regarding the Temporary Ingress, Egress and Access Easement for development and construction) to maintain the Phase I Private Streets in good, clean, attractive and sanitary condition, order and repair, as necessary to allow reasonable and safe access for standard passenger vehicles.

2. CLDG and its successors and assigns shall have full and free use of the easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement.

3. The Association reserves, for itself, its members and its successors and assigns, the right to make any use of the Phase I Private Streets that will not be inconsistent with the easement granted herein.

4. The permanent ingress, egress and access easement shall be subject to all covenants, conditions, restrictions, and other easements of record insofar as they may legally affect such easement.

5. As set forth in that certain Covenant Regarding Property dated _____, 2011, entered into by CLDG and the Association, among others, and recorded in Deed Book _____, at page _____, among the aforesaid land records (the "Covenant"), the homeowners of, or each new homeowners' association governing, subdivided residential lots within the CLDG Property shall be required to pay to the Association a share of the Association's cost of maintenance for the Phase I Private Streets. Such cost of maintenance shall be allocated to the homeowners or the new homeowners' association on a pro-rata basis, based on the number of lots served, regardless of the size of any particular lot or the distance traveled over the Phase I Private Streets; provided, however, that in the event any owner of any subdivided residential lot within the CLDG Property, or such owner's tenants, agents or invitees cause damages to the Phase I Private Streets other than ordinary wear and tear, said owner (or the new homeowners' association governing the lots created within the CLDG Property) shall, at its expense, be required to repair such damage. In the event of any conflict between the provisions of this Covenant and the provisions of this paragraph (or any other

provisions of this Deed of Easement), the provisions of the Covenant shall control.

Each of the Association and CLDG agrees that the agreements and covenants stated in this Deed of Easement are not covenants personal to it but are covenants running with the land which are and shall be binding upon it and its successors and assigns.

WITNESS the following signatures and seals.

THE ASSOCIATION:

FOUR SEASONS AT CHARLOTTESVILLE COMMUNITY ASSOCIATION, INC., a Virginia non-stock corporation

By: _____(SEAL)
Name: _____
Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, in the jurisdiction aforesaid, by _____, _____ of Four Seasons at Charlottesville Community Association, Inc., a Virginia non-stock corporation, on behalf of such corporation.

My commission expires: _____

_____
Notary Public – Registration No. _____

CLDG:

CHARLOTTESVILLE LAND DEVELOPMENT GROUP, LLC, a Virginia limited liability company

By: HC Land Company, LC, a Virginia limited liability company, sole member

By: _____(SEAL)
Name: _____
Title: _____

STATE OF _____,
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, in the jurisdiction aforesaid, by _____, _____ of HC Land Company, LC, a Virginia limited liability company, sole member of Charlottesville Land Development Group, LLC, a Virginia limited liability company, on behalf of such company.

My commission expires: _____

_____
Notary Public – Registration No. _____

Exhibit A to Deed of Easement

Description of CLDG Property

Exhibit C

Form of Assignment of Special Declarant Rights

Prepared by: Matson Freyvogel PC
GPIN: _____
Consideration: N/A
Return to: _____

ASSIGNMENT OF SPECIAL DECLARANT RIGHTS

THIS ASSIGNMENT OF SPECIAL DECLARANT RIGHTS (this "Assignment") is made and entered into this _____ day of _____, 2011, by and between K. HOVNANIAN'S FOUR SEASONS AT CHARLOTTESVILLE, L.L.C., a Virginia limited liability company ("Assignor"), Grantor for indexing purposes, and CHARLOTTESVILLE LAND INVESTMENT GROUP, LLC, a Virginia limited liability company ("CLIG"), and CHARLOTTESVILLE LAND DEVELOPMENT GROUP, LLC, a Virginia limited liability company ("CLDG", and CLIG and CLDG are collectively referred to herein as "Assignee"), Grantees for indexing purposes.

RECITALS:

A. By virtue of that certain Declaration of Covenants, Conditions, and Restrictions, Four Seasons at Charlottesville, Greene County, Virginia, dated January 10, 2007, and recorded in Deed Book 1072, at page 1, among the Greene County, Virginia, land records (the "Declaration"), Assignor and North Charlottesville Development, LLC, a Delaware limited liability company ("NCD") established certain rules and regulations for the benefit of those certain parcels of land containing in the aggregate approximately 203.905 acres, together with a 50' ingress/egress easement (collectively, the "Property"), intended for development as a community of approximately five hundred thirty-five (535) age-restricted, single family detached homes to be known as Four Seasons (the "Project") (it being acknowledged, however, that the current zoning/proffers for the Property allow for the development of up to six hundred fifty (650) "age-restricted single family units" within the Property).

B. The Declaration named Assignor and NCD as co-Declarants under the Declaration; however, NCD no longer holds such status because it no longer satisfies the requirement of Section 1.17 of the Declaration for Declarant status in that it no longer holds title to any property within the Project, nor has it recorded a Termination Statement as described in such section. Therefore, Assignor is the sole Declarant under the Declaration.

C. Section 1.9 of the Declaration defines "Builder" as a person or entity "which purchases one or more parcels of land within the [Property] for subdivision, development, construction of homes and/or resale in the ordinary course of . . business". In Article XIII of the Declaration, the Declarant reserves certain rights and powers defined as "Special Declarant Rights", and Section 13.2(a) of the Declaration allows the assignment of any Special Declarant Rights to a Builder.

D. By virtue of that certain Substitute Trustee's Deed dated May 27, 2009, and recorded in Deed Book 1217, page 152, CLIG acquired twenty-four (24) finished and subdivided lots within Phase One of the Project (the "CLIG Lots"). By virtue of that certain Substitute Trustee's Deed dated May 27, 2009, and

recorded in Deed Book 1217, page 155, CLDG acquired that portion of the Property which had not yet been subdivided into lots (the "Additional Land"). In connection with such acquisitions, and based upon Assignee's intention to acquire the foregoing property for subdivision, development, construction of homes and/or resale in the ordinary course of Assignee's business, Assignee is a Builder under the Declaration, and Assignor has agreed to assign certain Special Declarant Rights to Assignee as allowed by Section 13.2(a) of the Declaration.

E. As required by Section 13.2 of the Declaration, Assignor wishes to enter into this Assignment to evidence the assignment of certain Special Declarant Rights to Assignee.

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars ($10.00), cash in hand paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. The foregoing recitals are hereby incorporated into and made a part of this Assignment as if fully set forth in this first paragraph. Unless otherwise defined in this Assignment, capitalized terms used herein shall have the same meanings ascribed to them in the Declaration.

2. Assignor hereby assigns and transfers to Assignee the following Special Declarant Rights as non-exclusive rights, to be retained by and shared with Assignor (in its capacity as the Declarant under the Declaration):

(a) To complete any improvements indicated on Plats, development plans filed with the Declaration, or the Master Plan;

(b) To furnish maintenance services, including, without limitation, watering of grass and other landscaping on portions of the Properties at Declarant's expense; and

(c) To exercise the reserved easement rights in Sections 11.1 to 11.5 (inclusive) of the Declaration.

Assignor agrees and acknowledges that Assignee may exercise any of the above Special Declarant Rights even if the Additional Land is not developed subject to the Declaration.

3. Assignee hereby accepts the assignment and transfer of the Special Declarant Rights as set forth herein and acknowledges that there is no assignment of Special Declarant Rights that are not specifically enumerated above. The parties acknowledge that the assignment and transfer of the Special Declarant Rights as set forth herein is not and shall not be considered a novation or transfer of any duties of Declarant set forth in the Declaration, nor does Assignee, solely by this Assignment, succeed generally to the rights, obligations and liability of Assignor as Declarant under the Declaration, or otherwise, as the Declarant.

4. Assignee shall have the right to transfer the foregoing assignment, in whole or in part, to (i) any successor and assign of CLIG, as owner of any of the CLIG Lots if such owner qualifies as a "Builder" under the Declaration, or (ii) any successor or assign of CLDG, as owner of one or more parcels of the Additional Land if such owner qualifies as a "Builder" under the Declaration.

5. The parties will cooperate with one another, in good faith, to keep each other reasonably informed as to their exercise of their respective Special Declarant Rights.

6. In the event any of the terms or provisions of this Assignment are deemed unenforceable or invalid for any reason, the remaining terms and provisions hereof shall not be affected, and shall remain in full force and effect. The parties hereto agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Assignment.

7. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

WITNESS the following signatures and seals.

ASSIGNOR:

K. HOVNANIAN'S FOUR SEASONS AT CHARLOTTESVILLE, L.L.C., a Virginia limited liability company

By:_____
Name:_____
Title:_____

STATE/COMMONWEALTH OF _____,
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this _____ day of _____, 2011, by _____, _____ of K. Hovnanian's Four Seasons at Charlottesville, L.L.C., a Virginia limited liability company, on behalf of such company.

My commission expires: _____.

_____
Notary Public – Registration No. _____

[Assignee's signatures and acknowledgments are on the following page]

ASSIGNEE:

CHARLOTTESVILLE LAND INVESTMENT GROUP, LLC, a Virginia limited liability company

By: HC Land Company, LC, a Virginia limited liability company, sole member

By:_____
Name:_____
Title:_____

CHARLOTTESVILLE LAND DEVELOPMENT GROUP, LLC, a Virginia limited liability company

By: HC Land Company, LC, a Virginia limited liability company, sole member

By:_____
Name:_____
Title:_____

STATE/COMMONWEALTH OF _____,
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this _____ day of _____, 20___, by _____, _____ of HC Land Company, LC, a Virginia limited liability company, sole member of Charlottesville Land Investment Group, LLC, a Virginia limited liability company, on behalf of such limited liability company.

My commission expires: _____.

_____
Notary Public – Registration No. _____

STATE/COMMONWEALTH OF _____,
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this _____ day of _____, 20___, by _____, _____ of HC Land Company, LC, a Virginia limited liability company, sole member of Charlottesville Land Development Group, LLC, a Virginia limited liability company, on behalf of such limited liability company.

My commission expires: _____.

_____
Notary Public – Registration No. _____

Exhibit D

List of Major Decisions Regarding Clubhouse and/or Clubhouse Parcel

1. Amount, type and selection of provider(s) for the insurance obtained, or to be obtained, with respect to the Clubhouse and the Clubhouse Parcel.

Exhibit E

Form of Covenant

Prepared by: Matson Freyvogel PC
Consideration: N/A
Tax Map Numbers: _____
Return to:_____

COVENANT REGARDING PROPERTY

THIS COVENANT REGARDING PROPERTY (this "Covenant") is made as of the _____ day of _____, 2011, by and among CHARLOTTESVILLE LAND INVESTMENT GROUP, LLC, a Virginia limited liability company ("CLIG"), and CHARLOTTESVILLE LAND DEVELOPMENT GROUP, LLC, a Virginia limited liability company ("CLDG", and CLIG and CLDG are individually and collectively the "Investor"); K. HOVNANIAN'S FOUR SEASONS AT CHARLOTTESVILLE, L.L.C., a Virginia limited liability company ("Hovnanian"); FOUR SEASONS AT CHARLOTTESVILLE COMMUNITY ASSOCIATION, INC., a Virginia non-stock corporation (the "HOA"); and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York corporation ("M&T"), and F. RICHARD POTTER, TRUSTEE and VANCE MASON, TRUSTEE, either of whom may act (collectively, "M&T Trustee", and M&T and M&T Trustee are collectively referred to herein as the "M&T Parties"), with each party listed above being both a Grantor and a Grantee for indexing purposes.

WHEREAS, the parties hereto entered into that certain Settlement Agreement dated of even date herewith (the "Settlement Agreement") setting forth their agreements and understandings in satisfaction of certain disputes arising with respect to those certain parcels of land containing in the aggregate approximately 203.905 acres, together with a 50' ingress/egress easement (collectively, the "Property"), originally anticipated to be developed as a community of approximately five hundred thirty-five (535) age-restricted, single family detached homes to be known as Four Seasons (the "Project"), it being acknowledged, however, that the current zoning/proffers for the Project allow for the development of up to six hundred fifty (650) "age-restricted single family units" within the Project. The Property currently exists as (i) a development of one hundred forty-four (144) age-restricted single family detached homes known as Four Seasons, Phase One (of which twenty-four (24) lots are owned by CLIG (the "CLIG Lots")), and (ii) the remainder of the Property, owned by CLDG, which has not yet been subdivided into lots (the "Additional Land"). The Additional Land includes a clubhouse (the "Clubhouse") originally intended for the benefit of the owners of the lots within the Project, including the lots in Four Seasons, Phase One; and

WHEREAS, the CLIG Lots and the Additional Land are encumbered by the lien of that certain Deed of Trust, Assignment and Security Agreement dated as of May 27, 2009, recorded in Deed Book 1217, at page 158, among the land records of Greene County, Virginia, in which Investor conveyed the CLIG Lots and the Additional Land to M&T Trustee for the benefit of M&T (the "M&T Deed of Trust"); and

WHEREAS, in consideration of and as set forth in the Settlement Agreement, Investor, Hovnanian, and the HOA desire to enter into this Covenant to set forth those portions of the Settlement Agreement which specifically apply to the Property and the Project and which are not otherwise set forth in other documents recorded simultaneously with this Covenant; and

WHEREAS, as set forth in the Settlement Agreement, M&T enters into this Covenant (and causes M&T Trustee to enter into this Covenant), as beneficiary and trustee, respectively, of the M&T Deed of Trust, to consent to the provisions of this Covenant regarding the Clubhouse and the Clubhouse Parcel (as such term is defined in Section 2b below),

NOW, THEREFORE, this Covenant

W I T N E S S E T H :

That for and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, as applicable, covenant and agree as follows:

1. CLIG Lots. Investor, Hovnanian and the HOA hereby agree that the CLIG Lots are subject to the provisions of that certain Declaration of Covenants, Conditions, and Restrictions, Four Seasons at Charlottesville, Greene County, Virginia, dated January 10, 2007, and recorded in Deed Book 1072, page 1, among the aforesaid land records (the "Declaration"), and that CLIG, and its successors and assigns, as owners of the CLIG Lots (such successors and assigns being referred to as "Allowed Successors" of CLIG), are and shall be members of the HOA; however, no HOA or other assessments or any other charges under the Declaration shall be assessed against, accrue or become due and payable with respect to each CLIG Lot until such time as the construction of a residential dwelling unit upon such CLIG Lot has been completed and such CLIG Lot has been conveyed to a homeowner (and the HOA assessments or other charges under the Declaration with respect to such Lot, as described in the Declaration, shall begin to accrue on the date that such homeowner closes upon and takes title to any such CLIG Lot). In no event shall Investor be responsible for any such assessments or other charges with respect to the CLIG Lots.

2. Additional Land. The Additional Land will be developed in a manner consistent with the approvals from Greene County as an active adult community. CLDG (and its Development Successors) shall form one (1) or more new homeowners' associations and develop the Additional Land subject to one (1) or more new declarations (all as may be approved by Greene County to the extent that any such approval of Greene County may be required). Each such new homeowners' association will be responsible for payment of a prorata share (based on the number of lots served by such new homeowners' association as a percentage of all lots served by the applicable facilities) of the cost of maintaining the facilities used by members of the HOA and by members of the new homeowners' association, including streets, adjacent landscaped areas and entry monuments.

a. CLDG (or its Development Successor) will also form (at the same time as the new homeowners' association for the Additional Land, or first such new homeowners' association, is formed) a master association (the "Master Association") for the sole purpose of taking title to and operating and maintaining the Clubhouse, the parcel of land on which the Clubhouse is located (the "Clubhouse Parcel"), and those portions of the common areas located within Phase One of the Project (and the facilities and improvements located thereon, such as the private streets, adjacent landscaped areas and entry monuments) which are to be used jointly by the homeowners in Phase One of the Project and the Additional Land (the "Joint Phase One Common Areas").

(i) The members of the Master Association shall consist of the HOA and each new homeowners' association which has been formed for governance of any lots created out of the Additional Land.

(ii) CLDG (or its Development Successor) shall be the declarant under the declaration for the Master Association and shall have all customary declarant rights, including the right to appoint the members of the board of directors during the declarant control period (however, during such declarant control period the HOA shall have the right to designate one (1) member of the board). The declaration and any other governing documents for the Master Association shall be in a customary and commercially reasonable form and reasonably acceptable to the HOA (and in any event, so long as such governing documents are consistent with the provisions of this Covenant and are approved by the County Attorney and Zoning Administrator for Greene County, they will be deemed acceptable to the HOA).

(iii) Upon completion of the development of the Project, including the Additional Land, the members of the Master Association (the HOA and the other homeowners' association(s)) shall govern the Master Association.

(iv) Upon completion of the development of the Project, including the Additional Land, the votes shall be allocated to the members on a pro-rata basis based on the number of lots served by each member as a portion of all lots served by the Master Association.

(v) The HOA members shall not be required to pay (i) any initial capital contributions or initial working capital amounts which may be assessed against members of the new homeowners' association formed for the Additional Land, or (ii) any charges that are attributable to common areas or facilities that serve only the CLIG Lots and/or the lots to be created out of the Additional Land. In addition, Hovnanian will not be obligated to fund assessments or deficits for any lots created out of the Additional Land, except to the extent it acquires title to any such lots.

b. Notwithstanding the other provisions of this Covenant or any of the provisions of the Declaration:

(i) Any new homeowners' association formed for the Additional Land and each lot within the Additional Land served by such new homeowners' association shall not be responsible for the payment of the applicable pro-rata share of any maintenance costs for the Joint Phase One Common Areas until such time as the construction of a residential dwelling unit upon such lot has been completed and such lot has been conveyed to a homeowner (and such pro-rata share with respect to such lot shall begin to accrue on the date that such homeowner closes upon and takes title to any such lot). The parties agree that each pro-rata share calculation to be paid by any new homeowners' association shall include, at the time such pro-rata share payment is due, only the number of lots within the Additional Land served by such new homeowners' association on which the construction of a residential dwelling unit upon such lot has been completed and such lot has been conveyed to a homeowner.

(ii) In no event shall any homeowner or resident of a lot within the Additional Land be entitled to use any of the Joint Phase One Common Areas until the pro-rata share payments with respect to such lot have begun to be made.

(iii) In no event shall Investor, an Allowed Successor or a Development Successor have any obligation to fund any deficits or budget shortfalls of the HOA.

c. CLDG shall initially retain ownership of the Clubhouse and the Clubhouse Parcel; however, CLDG shall convey (by special warranty deed, free and clear of any monetary liens and for no consideration due) the Clubhouse and

Clubhouse Parcel to the Master Association at a time which is in accordance with any proffers for the Project and which CLDG deems appropriate (but not later than the sale and conveyance of the last lot in the last phase of the Additional Land). At the same time as CLDG conveys the Clubhouse and Clubhouse Parcel to the Master Association, the HOA will convey the Joint Phase One Common Areas (by special warranty deed, free and clear of any monetary liens and for no consideration due) to the Master Association. The HOA and CLDG agree and acknowledge that the Joint Phase One Common Areas consist of those items described as such on (and shown on the plat constituting a portion of) Exhibit A attached hereto. Once the Joint Phase One Common Areas are conveyed to the Master Association, the Master Association shall be responsible for repairing and maintaining the Joint Phase One Common Areas for the benefit of all lots within the Project (including the Additional Land), including any roadways and landscaping located on the Joint Phase One Common Areas.

d. CLDG will not convey the Clubhouse and/or the Clubhouse Parcel to any person or entity other than the Master Association or a Development Successor that is obligated to convey (on the terms set forth in Section 2e) the Clubhouse and the Clubhouse Parcel to the Master Association.

Notwithstanding any of the foregoing, Investor shall not be required to undertake any obligation to assume any Declarant obligations with respect to the Declaration and the HOA or to construct, erect or pay for any facilities or amenities for the Project that have not yet been constructed.

3. Management. Except as otherwise specifically provided below, the HOA will manage the operation of the Clubhouse and the Clubhouse Parcel on behalf of CLDG and/or its Development Successors until such time as the Clubhouse and the Clubhouse Parcel are conveyed to the Master Association. When the Clubhouse and the Clubhouse Parcel are conveyed to the Master Association, the Clubhouse and the Clubhouse Parcel shall be managed by the Master Association. The manager of the Clubhouse and the Clubhouse Parcel (whether such manager is the HOA, the Master Association or some other person or entity, the "Manager") shall maintain the Clubhouse and the Clubhouse Parcel in good repair, shall operate the Clubhouse in a commercially reasonable manner, shall collect all dues, assessments and other revenues associated with the Clubhouse and the Clubhouse Parcel, shall pay all Clubhouse Expenses (as defined below in Section 3g), and shall comply with the following terms, as applicable:

a. The Clubhouse will be reserved for the exclusive use of residents of the Project, including the Additional Land; provided, however, that if Investor acquires one or more parcels of land which adjoin the Project, and Investor (or an Allowed Successor or a Development Successor) develops any such parcel of land as an active adult community, such parcel of land may be annexed into any homeowners' association governing all or any portion of the Additional Land (provided that such annexation has been approved by the applicable governmental authorities of Greene County, to the extent that any such approval of Greene County may be required), in which event such additional annexed parcel of land shall be deemed Additional Land (and, therefore, part of the Project) for all purposes of this Covenant.

b. All HOA members (homeowners) shall have the continuing right to use the Clubhouse and the Clubhouse Parcel (subject to any reasonable and customary rules and regulations that are equally applicable to the owners of lots created out of the Additional Land), provided that each such HOA member continues paying such HOA member's assessments under the Declaration. The owner(s) of lots created out of the Additional Land (or the new homeowners' association(s) created for the governance of the lots created out of the Additional Land) shall be responsible for paying such owner(s)' pro-rata share of the Clubhouse Expenses,

with such payments to commence, with respect to each such lot, at such time as the construction of a residential dwelling unit upon such lot has been completed and such lot has been conveyed to a homeowner (i.e., such pro-rata share shall begin to accrue on the date that such homeowner closes upon and takes title to such lot). In no event shall any homeowner or resident of a lot within the Additional Land (or of the CLIG Lots) be entitled to use the Clubhouse and the Clubhouse Parcel until the HOA assessments and other charges under the Declaration (with respect to the CLIG Lots) or the pro-rata share payments (with respect to the lots created out of the Additional Land) with respect to such lot have begun to be made. In the event Investor pays any Clubhouse Expenses for the benefit of the HOA, including but not limited to the payment of any real estate taxes applicable to the Clubhouse and/or the Clubhouse Parcel, the HOA will promptly reimburse such Clubhouse Expenses to Investor upon request and reasonable proof of payment. (With respect to any real estate taxes applicable to the Clubhouse and/or the Clubhouse Parcel which are not separately assessed but are included as part of a real estate tax bill for a larger parcel, the HOA and Investor agree and acknowledge that they will cooperate to determine a fair allocation of such real estate taxes to the Clubhouse and/or the Clubhouse Parcel.) However, by no later than May 2, 2011, Hovnanian, on behalf of the HOA, will pay to Investor a total of One Hundred Thousand Dollars ($100,000) in full satisfaction of the HOA's share (and Hovnanian's share, if any) of the real estate taxes paid by or due from Investor with respect to the Project (i.e., such payment will include the real estate taxes applicable to the Clubhouse and/or the Clubhouse Parcel, and the Phase One Common Areas) for all of tax years 2009, 2010 and 2011.

c. If, at any time in the future until there are a total of at least two hundred forty (240) lots contributing to the upkeep and maintenance of the Clubhouse and Clubhouse Parcel, the homeowners in Phase One no longer want to pay the Clubhouse Expenses, then upon at least sixty (60) days notice to the owner of the facility (CLDG, its Development Successor, or the Master Association, as applicable), the HOA can terminate the homeowners' use of and payment for the Clubhouse and Clubhouse Parcel. Upon such termination, the owner of the facility (which shall then become the Manager in place of the HOA if the HOA is the Manager at the time of such termination) shall be entitled either to shut down the Clubhouse or keep the Clubhouse open; however, after the HOA's termination of the homeowners' use of and payment for the Clubhouse and Clubhouse Parcel, such owner shall fund all Clubhouse Expenses whether the Clubhouse is open or closed (and such owner shall also have the right to rent out the Clubhouse or open it for the use of others upon such terms as such owner determines in its sole discretion in order to help defray the Clubhouse Expenses). In the event that the HOA terminates the homeowners' use of and payment for the Clubhouse and Clubhouse Parcel, such homeowners shall be entitled to resume use of the Clubhouse and Clubhouse Parcel only upon obtaining approval from CLDG or, as applicable, its Development Successor. In addition, the Manager shall have the right to (i) adjust the Clubhouse hours or reduce the services available in order to cut down on the Clubhouse Expenses, and/or (ii) notwithstanding the provisions of Section 3a above, rent the Clubhouse and/or Clubhouse Parcel (or portions thereof), subject to a schedule to be established by the Manager, to others for special events, such as weddings and anniversary or retirement parties; provided, however, that at such time as CLDG (or its Development Successor) begins to develop the Additional Land, as evidenced by the issuance of the first grading permit for the first phase of lots within the Additional Land, the Manager shall obtain CLDG's (or its Development Successor's) prior written consent before exercising any of such rights (or before establishing any future rental schedule), such consent not to be unreasonably withheld. The rental rates and fees associated with the foregoing item (ii) shall be set by the Manager, with the rental rates and fees paid for such use being used first to fund any deficits related to the Clubhouse, the Clubhouse

Parcel, and/or the Joint Phase One Common Areas, and secondly to be deposited in a separate interest-bearing account to be established by the Manager at a federally insured bank or savings institution reasonably selected by the Manager (with any interest earned thereon being deemed part of such account for all purposes hereunder) (the "Amenity Account") to be used solely (except as specifically provided below) to fund the cost of constructing at the Clubhouse or on the Clubhouse Parcel additional amenities such as an outdoor pool, tennis courts and/or bocce courts. The funds in the Amenity Account may be used by CLDG (or its Development Successor) to offset the cost of the construction of such additional amenities in the event CLDG (or its Development Successor) constructs, solely at its option, such additional amenities; however, neither Hovnanian, Investor, or any Allowed Successor or Development Successor shall have the right to increase the assessments or other amounts due from the HOA members and/or the owners of lots created out of the Additional Land, or to bill any such person(s) or entity/ies for, the cost of constructing such additional amenities. If the additional amenities, or any portion thereof, are not constructed by September 30, 2020, the full amount then in the Amenity Account shall be delivered to the Manager and used to pay any Clubhouse Expenses and/or expenses of maintaining the Joint Phase One Common Areas.

d. For the purpose of determining deficits related to the Clubhouse, the Clubhouse Parcel and the Joint Phase One Common Areas which are eligible to be reduced with the rental fees collected pursuant to Section 3c above, the parties agree that:

(i) Until pro-rata share payments with respect to the lots developed within the Additional Land begin to be made, the HOA members' monthly assessments will not be reduced below the current monthly assessment of Two Hundred Sixty and no/00 Dollars ($260.00) plus annual increases of not more than three percent (3%). (For purposes of clarity, it is agreed that these provisions do not apply if the HOA has terminated the homeowners' use of and payment for the Clubhouse and Clubhouse Parcel as set forth in Section 3c above.)

(ii) After pro-rata share payments with respect to the lots developed within the Additional Land begin to be made, the HOA members' monthly assessments may be reduced, provided that they shall not be any greater or less (with respect to the Clubhouse Expenses and the costs of maintaining the Joint Phase One Common Areas) than the applicable pro-rata shares (for the Clubhouse Expenses and the costs of maintaining the Joint Phase One Common Areas) charged to owners of the lots created out of the Additional Land (or to the applicable new homeowners' association(s) governing such lots).

e. During the time that the HOA is managing the Clubhouse and Clubhouse Parcel for CLDG (and/or its Development Successors), (i) the HOA shall promptly notify CLDG (and/or its Development Successors) of any property damage sustained by the Clubhouse and/or Clubhouse Parcel, (ii) the HOA shall promptly notify CLDG (and/or its Development Successors) of any bodily injuries sustained by employees, contractors, residents or other users of the Clubhouse and/or Clubhouse Parcel, (iii) the HOA shall keep CLDG (and/or its Development Successors) reasonably informed of any matters material to the operation, maintenance and use of the Clubhouse and/or Clubhouse Parcel, (iv) those matters regarding the Clubhouse and Clubhouse Parcel listed on Exhibit B attached hereto shall be deemed major decisions with respect to the Clubhouse and Clubhouse Parcel and shall require a joint decision by the HOA and CLDG (and/or its Development Successors), (v) upon request by CLDG (and/or its Development Successors), the HOA shall deliver to CLDG (and/or its Development Successors), a copy of the most recent operating and capital budget for the Clubhouse and Clubhouse Parcel, and (vi) in the event that the HOA defaults in its management obligations under this Section 3, and such default continues for a period of at

least thirty (30) days after written notice of the claimed default is given to the HOA by CLDG (and/or its Development Successors), CLDG (and/or its Development Successors) shall have the right, at any time until the default is cured, to terminate the HOA's management of the Clubhouse and Clubhouse Parcel.

f. During the time that it is managing the Clubhouse and Clubhouse Parcel for CLDG (and/or its Development Successors), the HOA shall have the right to hire contractors of its choice, on commercially reasonable terms, to help with the responsibilities and required services associated with such management. Any such persons or entities hired in such regard shall not be considered employees of CLDG (and/or its Development Successors), and the costs and expenses applicable to the employment of such persons or entities shall be Clubhouse Expenses.

g. As used in this Section 3, the term "Clubhouse Expenses" shall mean all costs and expenses of maintaining, repairing and operating the Clubhouse and the Clubhouse Parcel, including but not limited to costs for cleaning, insurance, salaries of Clubhouse employees, repairs, utilities, security, landscaping, trash collection, equipment maintenance and real estate taxes. (With respect to real estate taxes, the parties agree and acknowledge that Investor has filed a challenge over the amount of real estate taxes paid and/or payable for the Clubhouse and Clubhouse Parcel. If Investor receives any refunds of real estate taxes for the Clubhouse and/or Clubhouse Parcel for any period for which the HOA paid the real estate taxes, the applicable refund shall be credited back to the HOA, less a reasonable allowance for costs and attorney fees incurred by Investor with respect to such refund.) With respect to this Section 3, "pro-rata share" shall be determined based on all parties who have the right to use the Clubhouse and the Clubhouse Parcel, including members of the HOA (including the owners of the CLIG Lots once they are conveyed to homeowners) and owners of the lots created out of the Additional Land. In addition, for the purposes of this Section 3 and wherever the context requires in this Agreement, including specifically in Section 2, "lots" shall include condominium units, and "homeowners' associations" shall include unitowners' associations.

h. CLDG reserves the right to charge owners of the CLIG Lots and/or owners of any lots created out of the Additional Land an amenity fee or an initial or capital contribution fee for use of the Clubhouse. Any such fee(s) charged by CLDG shall be in addition to the pro-rata share of Clubhouse Expenses otherwise payable by the owners of the CLIG Lots and/or owners of any lots created out of the Additional Land and shall be paid directly to CLDG.

i. Except as provided in this Covenant, Investor shall have no direct obligation, liability or responsibility to fund any deficits or budget shortfalls associated with the management and/or operation of the Clubhouse or the HOA.

4. M&T Agreement. The M&T Parties consent to the terms and agreements regarding the Clubhouse and the Clubhouse Parcel as set forth in this Covenant. The M&T Parties further agree that M&T's rights to the Clubhouse and the Clubhouse Parcel under any documents evidencing, governing or securing any financing encumbering the Clubhouse and/or the Clubhouse Parcel (including specifically the M&T Deed of Trust) shall be subordinate to the terms of this Covenant, and that any foreclosure conducted under such documents shall be subject to the rights of the HOA (and its members) with respect to the Clubhouse and the Clubhouse Parcel as set forth in this Covenant.

5. Further Assurances. Each of the parties covenants and agrees to do any and all further acts and to execute, acknowledge, seal and deliver any and all other and further instruments and documents (not otherwise inconsistent

herewith) as may be requested by another party in order to effectuate the terms and provisions of this Covenant. Each person signing this Covenant in a representative capacity on behalf of a party hereto hereby represents and warrants that such person's execution and delivery of this Covenant is within such person's respective authority and that all requisite action shall have been taken to make this Covenant valid and binding upon the party upon whose behalf such person is signing this Covenant.

6. No Third Party Beneficiaries. The provisions of this Covenant are exclusively for the benefit of the parties named herein. No other person or entity shall have any right to require performance of all or any portion of this Covenant, and no other person or entity shall be deemed a beneficiary hereof.

7. Governing Law; Conflict. This Covenant shall be governed by and interpreted under the applicable laws of the Commonwealth of Virginia, without regard to any conflicts of law principles. In the event of any conflict between the provisions of this Covenant and the provisions of the Settlement Agreement, the provisions of the Settlement Agreement shall control.

8. Severability. If any term or condition of this Covenant shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining terms and conditions of this Covenant shall continue to be valid, legal and enforceable in all respects.

9. Counterparts. This Covenant may be executed in counterparts, each of which shall be considered an original of this Covenant and all of which, collectively, shall constitute but one Covenant.

10. Disputes. In the event of any dispute or disagreement between or among the parties regarding their respective rights and obligations under the terms and conditions of this Covenant, the parties agree to promptly submit all such disputes and disagreements to the Circuit Court of Greene County, Virginia. Each of the parties knowingly, voluntarily, intentionally, expressly, with full knowledge and understanding of such party's legal rights and remedies, and with the full knowledge, advice and consent of their legal counsel, does hereby waive trial by jury with respect to any and all claims relating to any such dispute or disagreement between or among the parties regarding their respective rights and obligations under the terms and conditions of this Covenant. It is expressly understood and agreed among the parties that the Circuit Court of Greene County, Virginia, shall have both subject-matter and personal jurisdiction over the parties and over all claims which may be filed under the terms and conditions of this Covenant, including full power and authority to issue injunctive relief, to order specific performance, to award monetary damages and/or to award any other legal or equitable relief which may be available to a court of law or a court of equity under the laws of the Commonwealth of Virginia.

11. Attorney Fees to Prevailing Party. In the event that any party files any litigation, lawsuit or legal proceeding to enforce any of the specific terms and conditions of this Covenant, the prevailing party in any such legal proceeding shall be entitled to an award of all reasonable actual attorney's fees and costs incurred by such party in the litigation.

12. Notices. Any notices under this Covenant shall be in writing and shall be deemed duly given on the date actually received (or on the date delivery is refused) and shall be delivered by hand-delivery, delivered by Federal Express, UPS or another recognized and reputable overnight delivery service, or sent by telecopier (fax) with a confirming telephone call and an additional copy of the notice sent by first-class mail, postage prepaid, addressed as follows:

If to Investor: Charlottesville Land Investment Group, LLC
Charlottesville Land Development Group, LLC
c/o HC Land Company L.C.
1880 Howard Avenue, Suite 305
Vienna, Virginia 22182
Attn: Carter Boehm and Harry Ghadban
Telephone: (703) 448-8300; Fax: (703) 448-1995

With a copy to: Henry F. Brandenstein, Jr., Esquire
Venable LLP
8010 Towers Crescent Drive, Suite 300
Vienna, Virginia 22182
Telephone: (703) 760-1632; Fax: (703) 821-8949

If to Hovnanian: K. Hovnanian's Four Seasons at Charlottesville, L.L.C.
4090-A Lafayette Center Drive
Chantilly, Virginia 20151
Attn: Gary Chandler,
Virginia Division President
Telephone: (703) 631-0834; Fax: (703) 631-5877

With a copy to: K. Hovnanian Homes
1802 Brightseat Road, 6th floor
Landover, Maryland 20785
Attn: Peter R. Thompson, President
Attn: Stephen W. Pelz,
VP and Associate General Counsel
Telephone: (301) 772-8900; Fax: (301) 772-1891

And a copy to: William L. Matson, Esquire
Matson Freyvogel PC
8200 Greensboro Drive, Suite 325
McLean, Virginia 22102
Telephone: (703) 448-7605; Fax: (703) 448-8144

If to the HOA: Four Seasons at Charlottesville Community Association, Inc.
c/o K. Hovnanian Homes
4090-A Lafayette Center Drive
Chantilly, Virginia 20151
Attn: Drew Main
Telephone: (703) 885-7242; Fax: (703) 631-5877

If to M&T: Manufacturers and Traders Trust Company
9214 Center Street
Manassas, Virginia 20110
Attn: Richard Potter, Vice President
Telephone: (___) _____; Fax: (___) _____

With a copy to: Patrick K. Cameron, Esquire
Ober Kaler
120 E. Baltimore Street
Baltimore, Maryland 21202
Telephone: (410) 685-1120; Fax: (410) 547-0699

If to M&T Trustee: F. Richard Potter and Vance Mason, Trustees
c/o Manufacturers and Traders Trust Company
9214 Center Street
Manassas, Virginia 20110
Telephone: (___) _____; Fax: (___) _____

Any party may change its notice address by sending written notice to all other parties in accordance with the terms and conditions of this section.

13. Interpretation. This Covenant and the Settlement Agreement contain the final and entire agreement between the parties on all of the matters described herein. No party shall be bound by any term, condition, promise, statement, covenant, representation or warranty not set forth herein or therein. Except as set forth in the specific terms and conditions of this Covenant or in the Settlement Agreement, no person has made any promise, statement, covenant, representation or warranty to any party to induce such party to execute this Covenant, and no party has relied in any manner whatsoever on any such promise, statement, covenant, representation or warranty from any such person. All parties have participated in the preparation of this Covenant and no construction of the terms hereof shall be taken against either as the one drafting this Covenant.

14. Amendment. This Covenant may not be amended, altered, modified, changed or waived unless such amendment, alteration, modification, change or waiver is in writing and is signed by all of the parties to be charged thereby and recorded among the land records of Greene County, Virginia No oral amendment, alteration, modification, change or waiver of any of the terms or conditions of this Covenant shall be legal, valid, effective and/or enforceable against any party.

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

CHARLOTTESVILLE LAND INVESTMENT GROUP, LLC, a Virginia limited liability company

By: HC Land Company, LC, a Virginia limited liability company, sole member

By:_____(SEAL)
Name:_____
Title:_____

_____ OF _____,
CITY/COUNTY OF _____, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, 2011, before me, the undersigned, a Notary Public of the jurisdiction aforesaid, personally appeared _____, who acknowledged him[her]self to be the _____ of HC Land Company, LC, a Virginia limited liability company which is the sole member of Charlottesville Land Investment Group, LLC, a Virginia limited liability company, who is personally known to me, or has been satisfactorily proven to be, the person whose name is subscribed to the foregoing instrument, and [s]he acknowledged that [s]he, being so authorized to do, executed the foregoing instrument on behalf of such limited liability company for the purposes therein contained.

My commission expires: _____

_____
Notary Public – Registration No. _____

[Signatures and acknowledgments continue on the following page]

CHARLOTTESVILLE LAND DEVELOPMENT GROUP, LLC, a Virginia limited liability company

By: HC Land Company, LC, a Virginia limited liability company, sole member

By:_____(SEAL)
Name:_____
Title:_____

_____ OF _____,
CITY/COUNTY OF _____, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, 2011, before me, the undersigned, a Notary Public of the jurisdiction aforesaid, personally appeared _____, who acknowledged him[her]self to be the _____ of HC Land Company, LC, a Virginia limited liability company which is the sole member of Charlottesville Land Development Group, LLC, a Virginia limited liability company, who is personally known to me, or has been satisfactorily proven to be, the person whose name is subscribed to the foregoing instrument, and [s]he acknowledged that [s]he, being so authorized to do, executed the foregoing instrument on behalf of such limited liability company for the purposes therein contained.

My commission expires: _____

_____
Notary Public – Registration No. _____

[Signatures and acknowledgments continue on the following page]

K. HOVNANIAN'S FOUR SEASONS AT CHARLOTTESVILLE, L.L.C., a Virginia limited liability company

By:_____
Name:_____
Title:_____

_____ OF _____,
CITY/COUNTY OF _____, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, 2011, before me, the undersigned, a Notary Public of the jurisdiction aforesaid, personally appeared _____, who acknowledged him[her]self to be the _____ of K. Hovnanian's Four Seasons at Charlottesville, L.L.C., a Virginia limited liability company, who is personally known to me, or has been satisfactorily proven to be, the person whose name is subscribed to the foregoing instrument, and [s]he acknowledged that [s]he, being so authorized to do, executed the foregoing instrument on behalf of such limited liability company for the purposes therein contained.

My commission expires: _____

_____
Notary Public – Registration No. _____

[Signatures and acknowledgments continue on the following page]

FOUR SEASONS AT CHARLOTTESVILLE COMMUNITY ASSOCIATION, INC., a Virginia non-stock corporation

By:_____
Name:_____
Title:_____

_____ OF _____,
CITY/COUNTY OF _____, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, 2011, before me, the undersigned, a Notary Public of the jurisdiction aforesaid, personally appeared _____, who acknowledged him[her]self to be the _____ of Four Seasons at Charlottesville Community Association, Inc. a Virginia non-stock corporation, who is personally known to me, or has been satisfactorily proven to be, the person whose name is subscribed to the foregoing instrument, and [s]he acknowledged that [s]he, being so authorized to do, executed the foregoing instrument on behalf of such corporation for the purposes therein contained.

My commission expires: _____

_____
Notary Public – Registration No. _____

[Signatures and acknowledgments continue on the following page]

MANUFACTURERS AND TRADERS TRUST
COMPANY, a New York corporation

By:_____
Name:_____
Title:_____

_____ OF _____,
CITY/COUNTY OF _____, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, 2011, before me, the undersigned, a Notary Public of the jurisdiction aforesaid, personally appeared _____, who acknowledged him[her]self to be the _____ of Manufacturers and Traders Trust Company, a New York corporation, who is personally known to me, or has been satisfactorily proven to be, the person whose name is subscribed to the foregoing instrument, and [s]he acknowledged that [s]he, being so authorized to do, executed the foregoing instrument on behalf of such corporation for the purposes therein contained.

My commission expires: _____

_____
Notary Public – Registration No. _____

[Signatures and acknowledgments continue on the following page]

_____
F. Richard Potter, Trustee

_____
Vance Mason, Trustee

_____ OF _____,
CITY/COUNTY OF _____, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, 2011, before me, the undersigned, a Notary Public of the jurisdiction aforesaid, personally appeared F. Richard Potter, Trustee, who is personally known to me, or has been satisfactorily proven to be, the person whose name is subscribed to the foregoing instrument, and he acknowledged that he executed the foregoing instrument in such capacity for the purposes therein contained.

My commission expires: _____

_____
Notary Public – Registration No. _____

_____ OF _____,
CITY/COUNTY OF _____, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, 2011, before me, the undersigned, a Notary Public of the jurisdiction aforesaid, personally appeared Vance Mason, Trustee, who is personally known to me, or has been satisfactorily proven to be, the person whose name is subscribed to the foregoing instrument, and he acknowledged that he executed the foregoing instrument in such capacity for the purposes therein contained.

My commission expires: _____

_____
Notary Public – Registration No. _____

Exhibit A

Plat Showing Joint Phase One Common Areas

The Phase One Common Areas consist of all of Parcel A, Four Seasons, Phase One, Greene County, Virginia, shown on the attached subdivision plat (Sheet 2 of 18 through and including Sheet 8 of 18) (the "Plat"), together with that certain 50' ingress/egress easement created by Deed of Dedication and Easements recorded in Deed Book 952 at page 239, among the Greene County land records and as shown on Plat Cards 3701, 3702, 3703 and 3704 (said easement being shown on the Plat--Sheet 2 of 18--as "Ex. 50' Ingress/Egress Easement").

The Joint Phase One Common Areas consist of those portions of such Parcel A on which are located the private streets known as Greenecroft Boulevard, John Rucker Drive, Four Seasons Drive, Mistland Trail, Prestwood Drive and Stodghill Drive, all as shown on the Plat, as well as (i) any adjoining street landscaping, and (ii) the entrance monument located on Greenecroft Boulevard.

[The Plat attached hereto is a portion of the subdivision plat recorded with that certain Deed of Subdivision and Easement (for Four Seasons, Phase One) in Deed Book 1014 Page 300, also shown on Plat Cards 3875 through 3892, among the aforesaid land records.]

Exhibit B

List of Major Decisions Regarding Clubhouse and/or Clubhouse Parcel

1. Amount, type and selection of provider(s) for the insurance obtained, or to be obtained, with respect to the Clubhouse and the Clubhouse Parcel.

Exhibit F

Form of Final Order of Dismissal