DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOUR SEASONS AT CHARLOTTESVILLE
Greene County, Virginia

This Declaration of Covenants, Conditions, and Restrictions is made this 11th day of January, 2007, by **NORTH CHARLOTTESVILLE DEVELOPMENT LLC**, a Delaware limited liability company ("NCD") and **K. HOVNANIAN'S FOUR SEASONS AT CHARLOTTESVILLE, L.L.C**., a Virginia limited liability company ("KHovnanian" and, together with NCD, collectively, the "Declarant").

NCD is the owner and KHovnanian is the owner and/or contract purchaser of the "Properties" described in Exhibit A, which is attached hereto and incorporated herein by reference. This Declaration imposes upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Properties, and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Properties. In furtherance thereof, this Declaration provides for the creation of the Four Seasons at Charlottesville Community Association, Inc., a Virginia non-stock corporation, to own, operate and maintain the Common Area, and to administer and enforce the provisions of the Governing Documents.

It is Declarant's intention, and this Declaration provides for the creation of an age-restricted community pursuant to the Federal Fair Housing for Older Persons Act, as the same may be amended from time to time.

Declarant hereby declares that all of the Properties described in Exhibit A and any additional Properties subjected to this Declaration by a Supplemental Declaration (collectively "Four Seasons") shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the Properties.

Boyd Miller 6/24/17 9:06 AM
Comment: K. Hovnanian and NCD were the Declarant

Boyd Miller 6/24/17 8:57 AM
Comment: The term "Properties" is defined here as the real estate in Exhibit A. See Section 1.35 below.

ARTICLE I

DEFINITIONS

The terms in this Declaration and the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1 Activity Card(s): Those certain cards which are issued by the Association in accordance with the terms and conditions set forth in Section 2.2 and which confer upon the holder rights of access to and use of recreational facilities and other Common Areas within the Properties.

1.2 Age-Qualified Occupant: Any individual (i) 45 years of age or older who owns and occupies a Dwelling Unit and was the original purchaser of the Dwelling Unit from the Declarant; or (ii) 55 years of age or older who occupies a Dwelling Unit. The terms "occupy," "occupies," or "occupancy" shall mean staying overnight in a particular Dwelling Unit for at least ninety (90) days in a consecutive twelve (12) month period.

1.3 Area of Common Responsibility: The Common Area, together with such other areas, if any, for which the Association has or assumes responsibility for maintenance pursuant to the terms of this

Boyd Miller 5/29/17 7:57 AM
Comment: The Association has yet to make these active.

Boyd Miller 6/24/17 9:29 AM
Comment: This still allows for the sale of a CLIG lot to a Home Owner 45 or older as long as the HOPA 80% holds.

Declaration, any Supplemental Declaration, any Covenant to Share Costs or other applicable covenant, easement, contract, or agreement.

1.4 Articles of Incorporation or Articles: The Articles of Incorporation of Four Seasons at Charlottesville Community Association, Inc., as filed with the State Corporation Commission of Virginia, as amended from time to time.

1.5 Association: Four Seasons at Charlottesville Community Association, Inc., a nonstock corporation, its successors or assigns.

1.6 Base Assessment: Assessments levied on all Dwelling Units subject to assessment under Article VIII to fund Common Expenses for the general benefit of all Dwelling Units.

1.7 Benefited Assessments: Assessments levied in accordance with Section 8.8.

1.8 Board of Directors or Board: The board of directors of the Association.

1.9 Builder: Any Person which purchases one or more parcels of land within the Properties for subdivision, development, construction of homes and/or resale in the ordinary course of such Person's business.

1.10 Bylaws: The Bylaws of Four Seasons at Charlottesville Community Association, Inc., as amended from time to time.

1.11 Capital Contribution: A Charge due to the Association upon the closing of the first Dwelling Unit from Declarant to a purchaser for value as defined in Section 8.6.

1.12 Charges: The Base Assessment, Benefited Assessments, any Special Assessment levied by the Association, Subsequent Member Fee, Capital Contribution, and/or any other charges or amounts which an Owner is required to pay or for which an Owner is liable under this Declaration or any Supplemental Declaration, or the Bylaws.

1.13 Common Area: Those portions of the Properties which are described and designated as "Common Area" in Exhibit A hereto, as Exhibit A may be amended or supplemented from time to time, together with all improvements located above and below the ground and rights appurtenant thereto. The Common Area shall generally include community wide recreational facilities, open space, detention areas, green areas and streets including curbs and sidewalks[1], streetlights, water mains or sanitary sewers or other improvements to the extent that the same have not been dedicated to the County or to the Commonwealth of Virginia. The Common Area shall not include any streets, streetlights, water mains or sanitary sewers or other improvements which have been dedicated to the County or to the Commonwealth of Virginia. Common Area may or may not be on a separate subdivided lot or parcel. The Declarant may from time to time make additional real estate subject to this Declaration as Common Area pursuant to Article VII.

1.14 Common Expenses: The expenses of administration (including management and professional services), operation, maintenance, repair, replacement, landscaping and snow removal of the Common Area and all private streets contained therein, the cost of insurance, water, electricity, telephone, gas, cable television, interne service and other necessary utility expenses for the Common Area; the cost of general and special real estate taxes and assessments levied or assessed against any portion of the Common Area owned by the Association; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Association in connection with

Boyd Miller 5/29/17 8:00 AM
Comment: This includes managing the Clubhouse and Clubhouse Parcel per the 2011 amended DCCR.

Boyd Miller 6/24/17 9:09 AM
Comment: In the 2011 amendment, the term "HOA" is used instead of Association when referring to the FSCCA.

Boyd Miller 5/30/17 1:28 PM
Comment: For now, this is CLIG or anyone who takes down a lot or lots for building a house.

Boyd Miller 6/24/17 9:12 AM
Comment: This should be Section 8.5.

Boyd Miller 6/24/17 9:13 AM
Comment: This has always been and currently still is just Parcel A of Phase I.

Boyd Miller 5/29/17 8:03 AM
Comment: Portions of the Additional Land may either be annexed into Exhibit A or have its own DCCR and HOA per the 2011 Amendment.

[1] Amendment to DCCR - March 2017

the operation of the Common Area; the cost of maintenance of the landscaping of the land areas adjacent to Greenecroft Boulevard, within the median on Spotswood Trail at the intersection of said Spotswood Trail and Greenecroft Boulevard and for a distance of six hundred feet (600') in each direction therefrom, the maintenance, repair and replacement, as determined to be necessary, of all rights of way and easements serving the Properties, expressly including the road between Greenecroft Boulevard and the Properties and the landscaping adjacent thereto; any expenses designated as Common Expenses by this Declaration or any Supplemental Declaration; if not specifically charged to the Owners, the cost of waste removal and scavenger services to the Properties; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners.

1.15 Community-Wide Standard: The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standards may be defined in the Design Guidelines or Rules and Regulations of the Board. Such standards may be specifically determined, and modified, by the Declarant at any time during the Declarant Control Period and thereafter by the Board and/or the Modifications Committee.

1.16 Covenant to Share Costs: Any declaration executed by the Declarant and recorded in the Public Records, which creates easements for the benefit of the Association and the present and future Owners of the real estate subject thereto and which obligates the Association and such Owners to share the costs of maintaining certain real estate described therein.

1.17 Declarant: Subject to the following provisions, NCD and KHovnanian, either of whom may act, subject to the limitations set forth below, or any successor, successor-in-title, or assign who takes title to any portion of the real estate described on Exhibits A or B for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by both parties constituting the immediately preceding Declarant. The foregoing notwithstanding, as to any subdivided lot located within the real estate described on Exhibits A or B, NCD shall constitute the Declarant as to such lot only during the time that NCD holds title to such lot. Thereafter, KHovnanian shall constitute the Declarant with respect to such lot. In addition, unless and until NCD executes, delivers and causes to be recorded a Termination Statement, as provided below, KHovnanian shall constitute the Declarant with respect to the Common Area and with respect to all general rights attributable to the Declarant, including but not limited to the power and right to appoint Directors of the Association. However, during any period that the Option Agreement by and between the parties remains in full force and effect, this Declaration shall be subordinate to such Option Agreement as to any Dwelling Units not yet acquired by KHovnanian and/or ultimate unrelated third parties and the responsibility for the Common Area shall be as defined in such Agreement. In the event of a default under such Option Agreement, which default is not cured within any period provided for such cure, and NCD terminates KHovnanian's rights under such Option Agreement, NCD shall have the right to execute, deliver and record among the Land Records a termination of KHovnanian's status as a Declarant hereunder (the "Termination Statement"), whereupon KHovnanian shall cease to be a Declarant with respect to any portion of the real estate described on Exhibits A and B. Until the execution, recordation and delivery of such a Termination Statement, all of the rights and powers attributable to the Declarant as herein set forth may be exercised, as to the subdivided lots, by the relevant party constituting the Declarant, as set forth above and, as to the Common Area and the general powers attributable to the Declarant, by KHovnanian.

1.18 Declarant Control Period: The period commencing upon the recording of this Declaration and ending upon the first to occur of:

(a) The end of the Development Period;

(b) The expiration of ten (10) years from the date of recording hereof; or

(c) The date designated in written notice from the Declarant to each of the Owners as being the end

Boyd Miller 5/29/17 8:06 AM
Comment: This is now maintained by VDOT.

Boyd Miller 5/30/17 1:24 PM
Comment: Includes management expenses for the Clubhouse per the 2011 amendment as stated in Section 3 of that amendment.

Boyd Miller 5/30/17 2:16 PM
Comment: For now, this means Phase I.

Boyd Miller 6/24/17 9:17 AM
Comment: Neither of these are still Declarant. Only CLIG and CLDG retain Declarant rights.

Boyd Miller 6/24/17 9:05 AM
Comment: K. Hovnanian remained Declarant after the foreclosure on NCD for 120 lots and Parcel A.

Boyd Miller 5/30/17 1:46 PM
Comment: The Declarant Control Period is ended. The Association was transitioned to Home Owner control in 2011. However, CLIG and CLDG were assigned Special Declarant Rights per Article XIII as recorded in the Public Records.

Boyd Miller 7/5/17 10:06 AM
Comment: The 10 years have expired.

of the Declarant Control Period.

1.19 Design Guidelines: The written design and construction guidelines and application and review procedures applicable to the Properties promulgated and administered pursuant to Article IX.

1.20 Development Period: The period of time commencing upon the recording of this Declaration and ending at such time as Declarant no longer holds or controls title to any portion of the real estate which is legally described in Exhibits A and B hereto, as Exhibits A and B may be amended from time to time.

1.21 Dwelling Unit: A portion of the Properties which is described and designated as a Dwelling Unit in Exhibit A, or as provided for in Exhibit A, as Exhibit A may be amended from time to time. A Dwelling Unit will either be (a) a subdivided lot or portion thereof which is legally described in the deed which conveys such portion to the first purchaser thereof, as more fully provided in Exhibit A, and which is, or is planned to be, improved with a single family attached or detached home or (b) a condominium unit. Section 1.13 shall control in the event of ambiguity[2].

1.22 Governing Documents: A collective term including the Declaration and any Supplemental Declaration, the Bylaws, the Articles, the Design Guidelines, the Rules and Regulations and any other rules, regulations or policies adopted by the Board, as any such documents may be amended from time to time.

1.23 Home Owner: An Owner other than the Declarant or a Builder.

1.24 Local Area Association: As defined in Section 15.1

1.25 Local Area Declaration: As defined in Section 15.1.

1.26 Master Plan: Declarant's conceptual land use plan for the development of Four Seasons at Charlottesville, as it may be amended from time to time, which plan shall include the real estate described in Exhibit A and may include a portion or all of the real estate described in Exhibit B and other real estate. Inclusion of real estate on the Master Plan shall not, under any circumstances, obligate Declarant to subject such real estate to this Declaration as part of the Properties, nor shall the exclusion of real estate from the Master Plan bar its later inclusion herein.

1.27 Member: A Person entitled to membership in the Association pursuant to Section 3.2.

1.28 Modifications Committee or MC: The committee established by the Board pursuant to Section 9.2(b) to review applications for modifications to Dwelling Units.

1.29 Mortgage: A deed of trust or any other form of security instrument constituting a first lien (other than the lien for real estate taxes, Charges and any mechanic's or materialmen's lien) on a Dwelling Unit. A "Mortgagee" shall refer to a beneficiary or holder of a Mortgage. The term Mortgage shall expressly include that certain Amended and Restated Deed of Trust from NCD to Gary Martin and Devin Finan, Trustees, to secure M&T Mortgage Corporation ("M & T") in the principal sum of $25,500,000.00 dated December 21, 2006, recorded among the Land Records of Greene County, Virginia, as the same may be modified or amended from time to time.

1.30 Owner: One (1) or more Persons, which may include the Declarant or a Builder, who hold the record title to a Dwelling Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Boyd Miller 5/30/17 1:56 PM
Comment: The Development Period continues as long as CLIG and CLDG, or their successors, own such real estate.

Boyd Miller 7/5/17 10:07 AM
Comment: CLIG lots are Dwelling Units.

Boyd Miller 6/24/17 9:22 AM
Comment: In Phase One, we currently have 144 Owners and 120 Home Owners.

Boyd Miller 5/30/17 11:04 AM
Comment: This is the 2005 preliminary subdivision plan for the entire 204 acre Mountain Vu real estate.

Boyd Miller 6/24/17 9:19 AM
Comment: There are 144 Members of the Association.

Boyd Miller 5/30/17 1:59 PM
Comment: This deed no longer exists, however, CLIG and CLDG do still have a deed of trust with the bank.

[2] Amendment to DCCR - March 2017

1.31 Option Agreement: That certain Option and Development Agreement dated as of April 11, 2006 by and among CN Terra Nova Holdings, LLC, KHovnanian and K. Hovnanian Holdings NJ, L.L.C., a memorandum of which was recorded on April 14, 2006, Deed Book 1008, page 323 among said Land Records, as the same may be amended from time to time.

1.32 Optional Services: As defined in Section 5.4.

1.33 Person: A natural person, corporation, partnership, limited liability company, trustee, or any other legal entity.

1.34 Plat: A plat of subdivision for a portion of the Properties, which is recorded in the Public Records.

1.35 Properties: The real estate described on Exhibit A, as amended from time to time, including such additional real estate as is annexed to this Declaration and added to Exhibit A after the initial recording hereof by a Supplemental Declaration, as provided in Article VII.

1.36 Public Records: The Clerk's Office of the Circuit Court of Greene County, Virginia.

1.37 Regulated Work: As defined in Section 9.1.

1.38 Resident or Qualified Resident: Any of the following Persons occupying a Dwelling Unit:

(a) any Age-Qualified Occupant;

(b) any Person 19 years of age or older occupying a Dwelling Unit with an Age-Qualified Occupant; and

(c) any Person 19 years of age or older who occupied a Dwelling Unit with an Age-Qualified Occupant and who continues, without interruption, to occupy the same Dwelling Unit after termination of the Age-Qualified Occupant's occupancy thereof.

The term "occupy" or "occupancy" shall have the same meaning as set forth in Section 1.2. An individual who occupies a Dwelling Unit but does not satisfy the criteria of (a), (b), or (c) above shall not be deemed to be a Resident and shall not be entitled to any rights or privileges granted to a Resident hereunder.

1.39 Special Assessment: Assessments levied in accordance with Section 8.7.

1.40 Special Declarant Rights: As defined in Article XIII.

1.41 Special Services: As defined in Section 5.3.

1.42 Subsequent Member Fee: A fee of Five Hundred Dollars ($500.00) upon each transfer of title to a Dwelling Unit that occurs following the Initial Transfer will be charged by and payable to the Association. The Subsequent Member Fees shall be the responsibility of the grantee of the Dwelling Unit, shall be payable by grantor or grantee as their contract provides, to the Association at the closing of the transfer, and shall be the personal obligation of the grantor and/or grantee and secured by the Association's lien for assessments, as further provided in Sections 8.6 and 8.9. The Subsequent Member Fee is subject to an increase upon the resolution of the Board.

1.43 Supplemental Declaration or Supplement:. An amendment to this Declaration filed in the Public Records pursuant to Article VII which subjects additional real estate to this Declaration as part of the Properties, identifies any Common Area and Dwelling Units within the additional real estate, amends Exhibit A to reflect the addition of such real estate and the characterization thereof, and/or imposes,

Boyd Miller 5/30/17 2:00 PM
Comment: All 120 current homeowner lots were sold per this agreement. The agreement ended in Jan 2009.

Boyd Miller 6/24/17 9:23 AM
Comment: Note the use of Person this way.

Boyd Miller 6/24/17 9:24 AM
Comment: The term **Properties** is currently Phase One. In the 2011 Amendment, the term **Property** is all 204 acres plus the ingress/egress. The term **Project** refers to the planned subdivision for the Property.

Boyd Miller 5/30/17 1:10 PM
Comment: The DCCR gives exception for 19 year olds vis–à–vis the SR zoning. HOPA rules for minimum age is not specific.

Boyd Miller 5/30/17 11:12 AM
Comment: The Board set this fee at $800 starting in 2017.

Boyd Miller 6/24/17 9:32 AM
Comment: This was done in 2010 for the 8 model homes and the associated common area.

expressly or by reference, additional covenants, conditions, restrictions, easements or obligations on the real estate described in such instrument.

1.44 Voting Member: As defined in Section 3.3.

ARTICLE II

PROPERTY RIGHTS

2.1 Right to Use and Enjoy Common Area. Each Resident shall have the non-exclusive right and easement to use and enjoy the Common Area. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Dwelling Unit, and are subject to and governed by the following:

(a) The Governing Documents;

(b) Any restrictions or limitations contained in any deed conveying Common Area to the Association;

(c) Rules and regulations adopted as more fully provided in Section 4.3;

(d) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area;

(e) The right of the Board to suspend the right of an Owner or Resident to use the recreational facilities pursuant to Section 4.3;

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

(g) The right of the Board to permit use of any Common Area by non-Residents upon payment of the use fees established by the Board;

(h) The right of the Board to create, enter into agreements with, and grant easements to tax-exempt organizations in Section 4.11;

(i) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for Association obligations;

(j) The right of the Association to rent, lease, or make available, with or without charge, for any purpose, any portion of any clubhouse and other recreational facilities within the Common Area to any Person approved by the Board for such uses as may be approved by the Board, including, without limitation, the leases referred to in Section 2.7 hereof;

(k) The requirement that access to and use of recreational facilities within the Properties may be subject to the presentation of an Activity Card issued by the Association for such purpose; and

(l) The rights of the Declarant hereunder.

The initial Common Area as identified in Exhibit A shall be conveyed to the Association free of liens. Any Common Area which is subsequently made part of the Properties, shall be conveyed to the Association free of any Mortgage and with prorated real estate taxes paid as required by Virginia law

Boyd Miller 6/8/17 8:35 AM
Comment: There are currently 120 Voting Members. The 2011 amendment provides that "each CLIG Lot will not have any voting rights until the homeowner of such lots has begun paying assessments".

Boyd Miller 5/30/17 2:26 PM
Comment: A portion of the Common Area referred to as the Joint Phase One Common Areas will convey to a Master Association.

Boyd Miller 6/8/17 8:37 AM
Comment: This would also apply to the Area of Common Responsibility.

Boyd Miller 6/8/17 8:38 AM
Comment: Broad power for fees (e.g., parking)

Boyd Miller 6/8/17 8:40 AM
Comment: More options for fee collection (includes CH use fees)

Boyd Miller 6/8/17 8:44 AM
Comment: Again, this provides options for income to offset expenses.

Boyd Miller 7/5/17 10:13 AM
Comment: The Association holds the lien-free deed to Parcel A, however, the Joint Common Area will eventually convey to a Master Association, if one is formed.

within ninety (90) days after it is made part of the Properties.

2.2 Activity Cards.

(a) Issuance by the Board. One (1) Activity Card may be allocated to each Qualified Resident of a Dwelling Unit, up to a maximum of two (2) Activity Cards per Dwelling Unit. No Activity Cards may be allocated to any Dwelling Unit, which is not occupied by a Qualified Resident. The Board shall determine entitlement to Activity Cards on an annual basis. Activity Cards shall be renewed annually without charge, provided that the Dwelling Unit continues to be occupied by a Qualified Resident and all applicable assessments and other Charges pertaining to the Dwelling Unit have been paid. The Board may establish policies, limits and charges with regard to the issuance of additional cards and guest privilege cards. The Board may issue Activity Cards to persons who have signed binding contracts to purchase a Dwelling Unit subject to such policies as the Board may determine from time to time.

(b) Assignment of Rights. The right to an Activity Card is based upon occupancy of a Dwelling Unit. Any Owner who leases or otherwise transfers occupancy of his or her Dwelling Unit shall be deemed to have assigned his or her rights to an Activity Card to the Qualified Residents of such Dwelling Unit. Any Owner who leases or otherwise transfers the right to occupy his or her Dwelling Unit shall provide the Association with immediate written notice thereof and shall surrender to the Association his or her previously issued Activity Card. Activity Cards shall be surrendered by any holder who ceases to occupy a Dwelling Unit, or at any time upon written notification from the Association that the holder is no longer entitled to hold an Activity Card.

(c) Issuance to the Declarant. During the Development Period, the Association may provide the Declarant, free of charge, with as many Activity Cards as the Declarant, in its sole discretion, deems necessary for the purpose of marketing the Properties or the property described on Exhibit B or for use by its employees. The Declarant may transfer the Activity Cards to prospective purchasers of Dwelling Units subject to such terms and conditions as it, in its sole discretion, may determine. Activity Cards provided to the Declarant shall entitle the bearer to use all Common Area (subject to the payment of admission fees or other use fees charged to Qualified Residents holding Activity Cards).

Boyd Miller 5/30/17 2:31 PM

Comment: The Association has not yet exercised the option to issue cards.

2.3 Assumption of the Risk and Indemnification. To the fullest extent permitted by law, each Owner, by its participation in events sponsored by the Association and/or use of the Common Area, assumes all risk for Owner's health and, on behalf of Owner and Owner's heirs, beneficiaries, dependents and personal representatives, releases and holds harmless the Association, the Declarant and its affiliates, subsidiaries, shareholders, members, directors, officers, employees, agents and contractors, and the real property of Declarant and all real property inclusive of the Common Area and the Four Seasons community from and against any responsibilities, liabilities, damages or claims related to their participation in the activities.

The Association does not have the resources to review, and is not responsible for reviewing, an Owner's decision to participate in the activities. Owner understands and acknowledges that participating in the activities naturally involves risk of injury.

Boyd Miller 6/8/17 8:51 AM

Comment: All Owners assume all risks.

2.4 No Partition. Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action for partition of the whole or any part thereof. This Section shall not prohibit the Association from acquiring and disposing of tangible personal property or from acquiring and disposing of real estate that may or may not be subject to this Declaration.

2.5 Condemnation. In the case of a taking or condemnation by competent authority of any part of the Common Area owned by the Association, the proceeds awarded in such condemnation shall be paid

Boyd Miller 7/5/17 10:17 AM

Comment: Association may acquire and dispose of tangible personal property

first to satisfy any indebtedness secured by a Mortgage or other lien encumbering such portion of the Common Area and the balance to the Association. The proceeds, if any, paid to the Association, together with any reserve being held for such part of the Common Area, shall be used first to restore or replace any improvements taken or condemned, and the balance, if any, shall, in the discretion of the Board, either (i) be distributed to the Owners who have the right to use such Common Area and their respective Mortgagees, as their interests may appear, in equal shares, or (ii) be used for the mutual benefit of such Owners, as determined by the Board in its reasonable discretion; provided that, during the Development Period, any such action must have the consent of the Declarant.

2.6 Age Restriction. Four Seasons is intended to provide housing primarily for persons 55 years of age or older, subject to the rights reserved to Declarant in Section 13.9. The Properties shall be operated as an age restricted community in compliance with all applicable state and federal laws. No person under 19 years of age shall stay overnight in any Dwelling Unit for more than twenty-one (21) days in a consecutive twelve (12) month period. Subject to Section 13.9, each Dwelling Unit, if occupied, shall be occupied by at least one (1) individual 55 years of age or older, provided, however, that once a Dwelling Unit is occupied by an Age-Qualified Occupant, other Qualified Residents of that Dwelling Unit may continue to occupy the Dwelling Unit, regardless of the termination of the Age-Qualified Occupant's occupancy. Notwithstanding the above, at all times, at least eighty percent (80%) of the Dwelling Units within the Properties shall be occupied by at least one (1) individual 55 years of age or older. The Board shall establish policies and procedures from time to time as necessary to maintain its status as an age restricted community under state or federal law. Such policies shall include, but not be limited to, the use of affidavits executed by each purchaser of a Dwelling Unit at closing on such unit and annual audits of all Dwelling Units to monitor compliance herewith. The Association shall provide, or contract for the provision of, those facilities and services designed to meet the physical and social needs of older persons as may be required under such laws. The provisions of this Section may be enforced by the Association by an action in law or in equity, including, without limitation, an injunction requiring specific performance hereunder. It is intended that the use restrictions set forth herein comply with the Federal Fair Housing for Older Persons Act as amended from time to time. To that end, the use restrictions set forth herein shall be deemed to be automatically amended from time to time to be in compliance with any changes adopted to applicable local or state regulations governing age restricted housing and with any changes to the aforesaid Act.

Boyd Miller 6/24/17 9:41 AM

Comment: Greene County SR zoning states 20 years old. This is only a problem if 19 year is attending Greene County school. Otherwise, all HOPA rules apply.

2.7 Easements, Leases, Licenses and Concessions and Rights. The Board shall have the right and power from time to time (a) to lease or grant easements, licenses, concessions or other rights with regard to any portion or all of the Common Area for such uses and purposes as the Board deems to be in the best interests of the Owners, including, without limitation, the right to grant easements relating to the installation and operation of utilities, communication systems, satellite or cable television systems, and similar and related purposes and/or (b) with the agreement of the beneficiary or grantee of the easement, and any Owner whose Dwelling Unit is Benefited thereby, cancel, alter or modify any easement which affects any Common Area as the Board in its discretion shall determine. Any and all proceeds from leases, easements, licenses, concessions or other rights received by the Association with respect to the Common Area shall be used to pay the Common Expenses. Each Person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Dwelling Unit, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to exercise the powers as provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association (or other appropriate officer) and duly recorded in the Public Records.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1 Function of Association. The Association shall be the entity responsible for the management, maintenance, operation and control of the Area of Common Responsibility; the primary entity responsible for compliance with and enforcement of the Governing Documents; and, to the extent provided for in Article IX, shall be responsible for administering, monitoring compliance with, and enforcing the Design Guidelines. The Association shall perform its functions in accordance with the Governing Documents and the laws of the Commonwealth of Virginia.

3.2 Membership. Every Owner shall be a Member of the Association and shall hold one (1) membership for each Dwelling Unit owned. If a Dwelling Unit is owned by more than one (1) Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation, such reasonable fees as may be established in Section 8.1, and the restrictions on voting set forth in the Bylaws. All such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner that is not a natural person may be exercised by any officer, director, partner, manager or trustee, or by any other individual having apparent authority or designated from time to time by the Owner in a written instrument provided to the Secretary of the Association. The Declarant shall be a Member of the Association so long as it owns a Dwelling Unit.

3.3 Voting.

(a) One (1) individual shall be designated by all of the Owners of a Dwelling Unit to be the "Voting Member" with respect to such Dwelling Unit. If no designation is made and more than one (1) person seeks to be the Voting Member for a Dwelling Unit, the Board may either recognize one (1) individual as the Voting Member or suspend the vote for the Dwelling Unit until the issue has been resolved. During the Declarant Control Period, all of the voting rights of the Owners at any meeting of the Members of the Association or otherwise shall be vested exclusively in the Declarant, and Owners other than the Declarant shall have no voting rights. After the end of the Declarant Control Period, all of the voting rights at any meeting of the Members of the Association or otherwise shall be vested in the Voting Members and each Voting Member shall have one (1) vote for each Dwelling Unit which the Voting Member represents. After the end of the Declarant Control Period, any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the Bylaws) upon an affirmative vote of a majority of the votes represented at the meeting by the Voting Members present at such meeting, except as otherwise provided herein or in the Bylaws. Voting Members may vote directly or by proxy as provided in the Bylaws. The Board shall determine whether votes shall be cast in person or by mail from time to time.

(b) Certain Special Declarant Rights, including the right to approve, or withhold approval of, certain actions proposed under this Declaration, the Bylaws and the Articles during the Development Period and the right and power, during the Declarant Control Period, to appoint all members of the Board, are specified in the relevant sections of this Declaration, the Bylaws and the Articles.

3.4 Attendance at Board Meetings by Owners. Members may attend meetings of the Board to the extent permitted by the Board in its discretion. Also, the Board shall hold informational meetings from time to time, but not less frequently than once each year, to which all Members shall be invited and at which the Board shall report to the Members on what the Board has worked on and accomplished since the preceding meeting and shall open the meeting for questions and comments from the Members.

Boyd Miller 7/5/17 10:18 AM
Comment: Per the 2011 Amendment, the management of the Clubhouse and Clubhouse Parcel is included in the special way specified.

Boyd Miller 5/30/17 8:59 PM
Comment: Currently all 144 lots in Phase I

Boyd Miller 7/5/17 10:20 AM
Comment: See the next comment for CLIG Dwelling Units .

Boyd Miller 7/5/17 10:20 AM
Comment: The CLIG Dwelling Units have forfeited their right to vote until a new Home Owner begins to pay assessments.

Boyd Miller 6/24/17 9:43 AM
Comment: Certain Declarant rights were assigned to CLIG and CLDG.

Boyd Miller 6/24/17 9:43 AM
Comment: Refer to Bylaws.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE

ASSOCIATION/VARIOUS DISCLOSURES AND DISCLAIMERS

4.1 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Area and all improvements thereon (including, without limitation, furnishings, equipment and other personal property of the Association used in connection with the Common Area), and shall keep the Common Area in good, clean, attractive and sanitary condition, order and repair, pursuant to this Declaration and the Bylaws, and consistent with the Community-Wide Standard. The Board is specifically authorized, but not obligated, to retain or employ professional management to assist in carrying out the Association's responsibilities under this Declaration (the "Managing Agent").

4.2 Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold and dispose of tangible and intangible personal property and real property. The Declarant and its designees may convey to the Association improved or unimproved real estate, or interests in real estate, personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions of record or as set forth in the deed or other instrument transferring such property to the Association. Upon written request of Declarant, the Association shall re-convey to Declarant any unimproved portions of the Properties originally conveyed to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines and shall grant easements or rights of way over such portions if necessary in connection with Declarant's development of the Properties.

4.3 Rulemaking and Enforcement.

(a) Rulemaking. The Association, through the Board, may make, modify, amend, cancel, limit, create exceptions to and enforce reasonable rules governing the use of the Properties, consistent with the rights and duties established by the Governing Documents, including, without limitation, rules limiting the use of the Common Area by visitors, including visiting children. Such rules shall be binding upon all Owners, Residents, guests, invitees, and licensees, if any, until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of a majority of the total votes of the Members.

(b) Enforcement. Subject to the limitations and requirements of the Virginia Code, the Board, or the Modification Committee, if any, established pursuant to the Bylaws, may impose sanctions for violations of the Governing Documents, after notice and a hearing in accordance with the procedures set forth in the Bylaws. The Board shall establish a range of penalties for violations of the Governing Documents, with violations of the Declaration, unsafe conduct, and harassment or intentionally malicious conduct treated more severely than other violations. Such sanctions may include, without limitation:

(i) imposing a graduated range of reasonable monetary fines which, until paid, shall constitute a lien upon the violator's Dwelling Unit. In the event that any Resident, guest or invitee of a Dwelling Unit violates the Governing Documents, and a fine is imposed, the fine shall first be assessed against the violator; provided, however, that if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board;

(ii) suspending an Owner's right to vote;

(iii) suspending any person's right to use any recreational facilities within the Common Area; provided, however, that nothing herein shall authorize the Board to limit ingress or egress to or from a Dwelling Unit;

Boyd Miller 6/10/17 10:39 AM
Comment: We have contracted Management Services Corporation

Boyd Miller 7/5/17 10:21 AM
Comment: Some personal property at the Clubhouse (e.g., computers, etc) belongs absolutely to the Association and other items (chattels) belong to the Association but must remain with the CH per the SA.

Boyd Miller 5/31/17 8:37 AM
Comment: Updates to rules have been codified in the recent 2016-2017 updates to the Governing Documents.

Boyd Miller 6/24/17 9:46 AM
Comment: Every effort should be made to prevent such behavior.

Boyd Miller 5/31/17 8:41 AM
Comment: The Board has not imposed a schedule of fines, but will do so when and if it is needed.

(iv) suspending any services provided by the Association to an Owner or the Owner's Dwelling Unit if the Owner is delinquent in paying any assessment or other Charge owed to the Association; and

(v) levying Benefited Assessments to cover costs incurred in bringing a Dwelling Unit into compliance in accordance with Section 8.8(b).

In addition, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations in accordance with any applicable ordinance or requiring immediate abatement of violation activity) or by suit at law or in equity to enjoin any violation or to recover monetary damages, or both, without the necessity of compliance with the procedures set forth in the Bylaws.

All remedies set forth in the Governing Documents are to be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including without limitation, attorney's fees and court costs reasonably incurred in such action.

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

Boyd Miller 5/31/17 8:46 AM

Comment: This is very important. However, each violation may have unique characteristics to consider.

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) that it is not the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed as a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

Boyd Miller 7/5/17 10:23 AM

Comment: An enforcement decision by the Board should never be considered a precedent; only the Governing Documents shall apply to each new case.

The Association, by contract or other agreement, may enforce applicable state and local laws and ordinances and governmental bodies may enforce their respective laws and ordinances within the Properties for the benefit of the Association and its Members.

(c) No Enforcement by County. In no event shall Greene County have any obligation to enforce the within covenants, conditions and restrictions.

4.4 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to give effect to any such right or privilege. Except as otherwise expressly provided in the Governing Documents, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.5 Governmental, Educational and Religious Interests. During the Development Period, the Declarant may designate sites within the Properties for government, education or religious activities and interests, including without limitation, fire, police and utility facilities, schools and educational facilities, houses of worship, parks and other public facilities. The sites may include Common Area, in which case the Association shall take whatever action is required with respect to such site to permit such use, including the dedication or conveyance of the site, if so directed by Declarant.

Boyd Miller 7/5/17 10:24 AM

Comment: K. Hovnanian is gone, but such use is not prohibited. The Development Period has not ended for the Property, as defined in the 2011 Amendment.

4.6 Dedication of Common Area. The Association may dedicate portions of the Common Area to Greene County, Virginia, or to any other local, state or federal governmental or quasi-governmental entity provided that the County, or applicable entity, consents to the dedication of the same.

Boyd Miller 6/24/17 9:50 AM

Comment: This is limited somewhat by the 2011 amended DCCR.

4.7 Security. It is the goal of all Owners, including Declarant, to have a safe and healthy environment. However, no written or oral representations regarding the safe and secure nature of Four Seasons shall be construed in whole or in part as guarantees thereof, it being recognized that circumstances which are beyond the control of the Declarant, the Association or the Managing Agent may arise. The Association may maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be; provided, however, that the Association shall not be obligated to maintain or support such activities.

The Association, the Managing Agent, or the Declarant shall not in any way be considered insurers or guarantors of security within the Properties. None of the foregoing shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, traffic controlled access and exits, patrol, burglar alarm system or other security system or measures, including any mechanism or system for limiting access to the Properties, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended.

Each Owner acknowledges, understands and covenants to inform all Residents, tenants, guests, and invitees of the Owner's Dwelling Unit that the Association, its Board of Directors and committees, the Declarant, and the Managing Agent are not insurers or guarantors of security within the Properties. Each Owner and all Residents, tenants, guests, and invitees of the Owner's Dwelling Unit assume all risks for loss or damage to persons, to Dwelling Units, and to the contents of Dwelling Units and further acknowledge that the Association, its Board and committees, the Managing Agent, and the Declarant have made no representations or warranties, nor has any Owner, or any Resident, tenant, guest, or invitee of any Dwelling Unit relied upon any representations or warranties, express or implied, relative to any entry gate, patrolling of the Properties, any fire protection system, burglar alarm system, or other security systems recommended or installed or any security measures undertaken within the Properties.

Boyd Miller 7/5/17 10:27 AM

Comment: This statement is important. The Association does carry adequate property insurance per Article VI, herein.

4.8 Assumption of Risk. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to promote the health, safety and welfare of the Owners and Residents. Notwithstanding anything contained in the Governing Documents or any other document binding the Association, and to the fullest extent permitted by law, none of the Association, the Board, the Managing Agent, or the Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner or Resident of any Dwelling Unit or any tenant, guest or invitee of any Owner or Resident or for any property of any such Persons. Each Owner and Resident of a Dwelling Unit and each tenant, guest and invitee of any Owner or Resident shall assume all risks associated with the use and enjoyment of the Properties, including all recreation facilities and assumes full responsibility for choosing to participate and applying any information or instruction Owner receives in relation to the activities in which they have chosen to participate.

Boyd Miller 5/31/17 9:00 AM

Comment: Home Owners must assume individual risk and provide for their own coverage.

The Association, the Board, the Managing Agent, and the Declarant shall not be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence or malfunction of utility lines or utility sub-stations adjacent to, near, over, or on the Properties. Each Owner and Resident of a Dwelling Unit and each tenant, guest, and invitee of any Owner or Resident shall assume all risk of personal injury, illness, or other loss or damage arising from the presence of utility lines or utility sub-stations and further acknowledges that the Association, the Board, the Managing Agent, and, the Declarant have made no representations or warranties, nor has any Owner or Resident, or any tenant, guest, or invitee of any Owner or Resident relied upon any representations or warranties, express or implied, relative to the condition or impact of utility lines or utility substations.

No provision of the Governing Documents shall be interpreted as creating a duty of the Association, the Board, the Managing Agent, or the Declarant to protect or further the health, safety or welfare of any individuals, even if the funds of the Association are used for any such purpose.

Each Owner (by virtue of his or her acceptance of title to his or her Dwelling Unit) and each other Person having an interest in or lien upon, or making any use of, any portion of the Properties (by virtue of accepting such interest or lien or making such use) shall be bound by this Section and shall, to the fullest extent permitted by law, be deemed to have waived any and all rights, claims, demands and causes of action against the Association, the Managing Agent, and the Declarant, their directors, officers, committee members, employees, agents, contractors, subcontractors, successors and assigns arising from or connected with any matter for which the liability has been disclaimed.

4.9 Change of Use of Common Area. During the Declarant Control Period, without the approval or consent of the Members, and thereafter, pursuant to action of the Members taken at a duly called meeting of the Members, the Board shall have the power and right to change the use of portions of the Common Area. Any such change shall be pursuant to Board resolution stating that: (a) the present use or service is no longer in the best interest of the Owners, (b) the new use is for the benefit of the Owners, (c) the new use is consistent with any deed restriction and zoning regulations restricting or limiting the use of the Common Area, and (d) the new use is consistent with the then effective Master Plan.

Notwithstanding the above, if after the Declarant Control Period the Board adopts a resolution which states that the change in use will not have a material adverse effect on the Association and the Owners, the Board may give notice of the change to all Owners. The notice shall give the Owners a right to object within thirty (30) days of the notice. If less than ten percent (10%) of the Members who will be affected by the change submit written objections, the change shall be deemed approved, and a meeting shall not be necessary.

4.10 View Impairment. Neither the Declarant nor the Association guarantees or represents that any view from any Dwelling Unit will be preserved without impairment. Neither the Declarant nor the Association shall have the obligation to relocate, prune, or thin trees or other landscaping except as set forth in Article V. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

4.11 Relationship with Tax-Exempt Organizations. The Association may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area to non-profit, tax-exempt organizations for the benefit of the Properties, the Association, its Members and Residents. The Association may contribute money, real or personal property or services to any such entity. Any such contribution shall be a Common Expense of the Association and included as a line item in the Association's annual budget.

4.12 Recycling Programs. The Board may establish a recycling program and recycling center within the Properties and, in such event, all Residents shall support such program by recycling, to the extent

Boyd Miller 7/5/17 10:26 AM
Comment: This statement is important. The Association does carry adequate liability insurance per Article VI, herein.

Boyd Miller 5/31/17 9:08 AM
Comment: Home Owners waive right to liability claims.

Boyd Miller 6/24/17 9:51 AM
Comment: Use of the Phase One common area is not likely to change, however, this does state how it would be done. Joint common area per the 2011 Amendment will transition to the MA.

Boyd Miller 5/31/17 9:26 AM
Comment: The Design Guidelines allow a way for Home Owners to propose funding work.

Boyd Miller 7/5/17 10:29 AM
Comment: This could also be used with the Clubhouse per our management of it. Use of CH can be a donation.

Boyd Miller 6/10/17 11:01 AM
Comment: Time Disposal does recycle to some extent.

reasonably practical, all materials which the Association's recycling program or center is designed to accommodate. The Association may, but shall have no obligation to, purchase recyclable materials in order to encourage participation, and any income received by the Association as a result of such recycling efforts shall be used to reduce Common Expenses.

4.13 Wildlife Control. Declarant and the Association reserve the right to undertake such measures as may be deemed appropriate to control wildlife within the Properties including but not limited to the taking of deer and large birds so long as such measures are consistent with all applicable legal requirements. Without limiting the foregoing, Declarant or the Association may, in their discretion, establish regular control programs such as, for example, the use of dogs to prevent non-migratory geese and other species from nesting within and/or causing damage to the Properties or otherwise becoming a nuisance.

Boyd Miller 6/11/17 11:21 AM
Comment: However, the Additional Land is currently serving as a "wildlife preserve".

ARTICLE V

MAINTENANCE

5.1 Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, which shall include, but need not be limited to:

(a) all Common Area;

(b) all irrigation facilities serving the Common Area;

Boyd Miller 7/5/17 10:31 AM
Comment: The only one in the Common Area is the hydrant at the front gate. The Grounds Committee uses a fire hydrant key. The Clubhouse irrigation system is in the Area of Common Responsibility.

(c) all perimeter walls or fences constructed by the Declarant surrounding the Properties or which separate a Dwelling Unit from the Common Area, regardless of whether such wall or fence is located on the Common Area or on a Dwelling Unit. The foregoing notwithstanding, Owners shall be responsible for maintaining the interior surface of the perimeter wall or fence located on such Owner's Dwelling Unit as provided in Section 5.2;

(d) if, and to the extent required under applicable county ordinances, landscaping, street lights and signage within public rights of way abutting the Properties;

Boyd Miller 7/5/17 10:35 AM
Comment: No county ordinances apply to the public Greenecroft Blvd. from gate to Route 33.

(e) landscaping and other flora within any public utility easements and scenic easements within the Common Area (subject to the terms of any easement relating thereto);

Boyd Miller 7/5/17 10:36 AM
Comment: Area is VDOT and not private, see (d).

(f) landscaping, street lights and signage within the private roadway easements serving and/or abutting the Properties, expressly including that 50' ingress/egress easement created by Deed of Dedication and Easements recorded in Deed Book 952, at page 239 and shown on Plat Cards 3701, 3702, 3703 and 3704 and those 40' and 60' Access Easements shown on Plat Card 2944;

Boyd Miller 7/5/17 10:37 AM
Comment: This was in the planned Phase V and of no current concern to the Association.

(g) landscaping along Greenecroft Boulevard;

(h) landscaping in the median area at the intersection of Greenecroft Boulevard and Spotswood Trail (U.S. Route 33) and for a distance of six hundred feet (600') in each direction from such intersection;

Boyd Miller 6/24/17 10:00 AM
Comment: Maintained by VDOT. Not sure of what KHov had intended with this.

(i) any additional property included within the Area of Common Responsibility as may be required under the terms of this Declaration, any Supplemental Declaration, any Plat, any easement, and/or any contract or agreement for maintenance thereof entered into by, or which is binding upon, the Association;

Boyd Miller 5/31/17 10:35 AM
Comment: This includes the Clubhouse and the Clubhouse Parcel.

(j) any property or facility owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members until such time as the Declarant revokes such privilege by written notice to the Association;

(k) mailboxes installed by Declarant; and

(l) joint driveways installed by Declarant, if so determined by the Declarant pursuant to subsection 5.7 below.

The Association shall also have the right and power, but not the obligation, to take such actions and adopt such rules as may be necessary for control, relocation and management of wildlife, snakes, rodents and pests within the Area of Common Responsibility.

The Association may also maintain other property that it does not own, including, without limitation, property dedicated to public use, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard and if otherwise permitted by applicable law.

Except as hereinafter provided in this Section, the costs of maintenance, repairs and replacement of the Common Area and Areas of Common Responsibility shall be Common Expenses.

If, during the Development Period the Association fails to properly perform its maintenance responsibilities hereunder, the Declarant may, upon not less than ten (10) days notice and opportunity to cure such failure, cause such maintenance to be performed and in such event the Association shall reimburse the Declarant for all costs incurred.

5.2 Owner's Responsibility. Each Owner shall maintain his or her Dwelling Unit and all other improvements comprising the Dwelling Unit in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association hereunder or pursuant to a Supplemental Declaration or to a Local Area Association (as more fully provided for in Article XV). Each Owner shall also maintain, or contribute to the maintenance of, any joint driveway serving such Owner's Dwelling Unit to the extent required by determination of the Declarant, as provided in subsection 5.7 below. Without limiting the foregoing, the Board may require an Owner to water portions of the Owner's Dwelling Unit on a periodic basis, at the Owner's expense.

~~If required under a County ordinance, or if the County does not assume responsibility, each Owner shall also be responsible for maintaining the sidewalk adjacent to his or her Dwelling Unit, and the interior surface of any perimeter wall or fence, unless such maintenance is made the responsibility of the Association pursuant to the terms of this Declaration, a Supplemental Declaration or additional covenants applicable to such Dwelling Unit. The Owner's responsibility to maintain the sidewalk shall terminate if the local ordinance requiring private maintenance of such sidewalks is repealed and notice thereof is given to the Owner by the Association.~~[3]

In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, the Association shall have the right to come upon such Owner's Dwelling Unit and perform such maintenance responsibilities and assess all costs incurred as a Benefited Assessment in accordance with Section 8.8. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem (in no event longer than fifteen days) prior to entry, except when entry is required due to an emergency situation.

5.3 Special Services. To the extent provided for in a Supplemental Declaration or by action of the Board,

[3] Amendment to DCCR - March 2017

Boyd Miller 7/5/17 10:38 AM
Comment: The Association currently uses and maintains portions of the Additional Land for the benefit of the Members.

Boyd Miller 6/11/17 11:24 AM
Comment: There are none.

Boyd Miller 6/10/17 11:09 AM
Comment: This is done for the Clubhouse.

Boyd Miller 7/5/17 10:42 AM
Comment: This covers the Association's maintenance of CLDG areas in order to benefit Members. Also, it can include the sign monument, streetlights and landscaping in Greenecroft.

Boyd Miller 6/24/17 10:03 AM
Comment: This is also addressed in the 2011 Amendment per Clubhouse management.

Boyd Miller 5/31/17 10:41 AM
Comment: Currently, there are none.

from time to time, the Association may furnish "Special Services" to a Dwelling Unit or a group or groups of Dwelling Units. By way of example, and without limitation, a Special Service may include snow removal from driveways and/or walkways on a Dwelling Unit, or grass cutting, or maintenance of landscaping on a Dwelling Unit. The cost of furnishing a Special Service shall be assessed to the Benefited Owner as a Benefited Assessment under Section 8.8, however, at least once during each year, each Owner shall be given the right to choose not to receive any Special Service which would otherwise be furnished to the Owner's Dwelling Unit, in which case the Owner shall not be charged for the Special Service and the Owner shall be responsible for furnishing the Special Service to the Owner's Dwelling Unit at the Owner's sole cost and expense. The Association may also, by Board action, discontinue providing a Special Service. If the Association is required to furnish a Special Service to a Dwelling Unit, but if a portion of the Dwelling Unit with respect to which the Special Service is to be furnished is obstructed with temporary or permanent improvements, personal property or other obstructions which make it difficult or impractical for the Association's agent or contractor to furnish the Special Service, the Association shall not be required to furnish the Special Service and, in such case, the Owner shall be responsible for furnishing the Special Service to such portion of the Dwelling Unit at the Owner's sole cost and expense, so that the appearance of such portion of the Dwelling Unit is similar to that of those portions where the Special Services are furnished by the Association.

5.4 Optional Services. The Board may offer to furnish a selection of specific services to Dwelling Units at the request of the Owner of a Dwelling Unit (the "Optional Services"). One (1) or more Optional Services may be requested by an Owner pursuant to procedures established from time to time by the Board. Unless otherwise provided for in a resolution of the Board, once selected, an Owner shall be obligated to continue to receive an Optional Service for a period of at least twelve (12) months, at the end of which period the Owner may either terminate or elect to once again receive the Optional Service, provided that the Optional Service is still being offered. The Association may also, by Board action, discontinue providing an Optional Service. Without limitation, Optional Services may include grass cutting, landscape maintenance, snow removal, exterior window washing, exterior painting, and replacement of or repairs to siding, roofs, decks, driveways, walkways, windows and doors. The cost of furnishing an Optional Service shall be assessed to each Owner who selects an Optional Service as a Benefited Assessment under Section 8.8. As an alternative to offering Optional Services, the Association may maintain a list of contractors that are available to furnish services directly to Owners, provided that the Association shall not be deemed to have in any way endorsed, vouched for or guaranteed the work of any such contractor and shall not be liable for any acts or omissions of any such contractor.

Boyd Miller 5/31/17 10:42 AM
Comment: Currently, there are none.

5.5 Standard of Performance. Maintenance, as used in this Article, shall include, without limitation, repair and replacement, as needed, as well as such other duties, which may include irrigation, as the Board may determine necessary or appropriate to satisfy the Community-Wide Standard. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants, as determined by the Board.

Notwithstanding anything to the contrary contained herein, none of the Association, any Owner, or the Managing Agent shall be liable for property damage or personal injury occurring on, or arising out of, the condition of property which it does not own unless, and only to the extent that, it has been negligent in the performance of those maintenance obligations with which it is charged or which it has expressly accepted.

Boyd Miller 6/10/17 11:15 AM
Comment: Consistent with responsibilities and the Design Guidelines

5.6 Alterations, Additions or Improvements. Alterations, additions or improvements to the Common Area may be made only pursuant to action of the Board. The cost of any such alterations, additions or improvements to Common Area shall be charged to all Owners of Dwelling Units in equal amounts for each Dwelling Unit. However, any proposed alteration, addition or improvement to Common Area which would result in a charge to a Dwelling Unit of more than ten percent (10%) of the annual Base Assessment then payable by Owners of such Dwelling Units shall not be authorized unless such proposed alteration, addition or improvements and the cost thereof is approved by the affirmative vote

Boyd Miller 6/10/17 11:18 AM
Comment: The newly revised Design Guidelines provides for Home Owners to fund such improvements for the benefit of all homeowners.

of at least two thirds (2/3) of the votes cast by Voting Members who represent such Dwelling Units at a duly called meeting of the Association Members. The cost of an alteration, addition or improvement made pursuant to this Section shall be paid either from reserves or by way of a Special Assessment, all as more fully provided in Article VIII hereof.

5.7 Joint Driveways. Any driveway which is built or installed as part of the original construction upon the Properties and which serves more than one (1) Dwelling Unit, shall constitute a joint use-in-common driveway for the equal and common use and benefit of the Owners of any Dwelling Unit or other portions of the Properties which are reasonably designed to serve, and to the extent not inconsistent with the provisions of this Article, or any Supplemental Declaration hereinafter recorded, the general rules of law regarding joint driveways and of liability for property damage due to negligent or willful acts or omissions regarding the same shall apply thereto.

Boyd Miller 6/18/17 7:43 PM
Comment: There are no joint driveways in Phase I.

(a) Repair and Maintenance. Whether the cost of reasonable repair and maintenance of any joint driveway is to be (i) apportioned among the Owners of the Dwelling Units served by such driveway, (ii) provided by the Association, or (iii) apportioned among the Owners and the Association, shall be determined by the Declarant depending upon general nature and configuration of the joint driveway. In any event, such determination shall be final and shall be set forth in a Supplemental Declaration binding upon the Association and the affected Dwelling Units recorded among the Public Records.

(b) Damage or Destruction. In the event any joint driveway is destroyed or damaged, the Owners of such Dwelling Units and/or the Association, as determined in any such Supplemental Declaration, shall restore or repair the joint driveway. In the event such destruction is due to the negligence of an Owner, his or her guests or invitees, the costs and expenses of restoration shall be assessed against the Dwelling Unit of the negligent Owner as a Benefited Assessment in the same manner provided for in Article VIII.

(c) Easement. There shall be a perpetual and non-exclusive easement in, through and over any such joint driveway reserved to the Owners of any Dwelling Unit or Dwelling Units upon which the same has been built or installed or which the same has reasonably been designed to serve and no person shall in any way interfere with the free and unobstructed use thereof by said Owners.

(d) Rules Governing Use and Maintenance. The Supplemental Declaration referenced in subsections (a) and (b) above may, in the sole discretion of the Declarant, include additional rules governing the use of and maintenance and contribution requirements relating to such joint driveway.

ARTICLE VI

INSURANCE AND CASUALTY LOSSES

6.1 Association Insurance.

Boyd Miller 6/10/17 11:18 AM
Comment: The Association is carrying adequate coverage as specified in this Article. That also includes coverage for the Clubhouse and Clubhouse Parcel per all requirements in the 2011 Amendment.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements within the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty, regardless of ownership. If such coverage is

not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes;

(ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least $2,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association may obtain such additional coverages or limits;

(iii) Workers compensation insurance and employer's liability insurance, if and to the extent required by law;

(iv) Directors' and officers' liability coverage;

(v) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment but not less than an amount equal to one-sixth (1/6) of the total annual assessments then in effect, plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of individuals serving without compensation; and

(vi)Such additional insurance as the Board, in its business judgment, determines advisable.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the Base Assessment.

(b) Policy Requirements. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one (1) or more qualified individuals, at least one (1) of whom must be familiar with insurable replacement costs in the Greene County area. All Association policies shall provide for a certificate of insurance to be furnished, upon request, to each Member insured, to the Association and to each Mortgagee.

Boyd Miller 6/17/17 10:08 PM

Comment: The coverage is reviewed and renewed every year.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 6.1(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one (1) or more Owners or Residents, or their guests, invitees, or lessees, then the Board may specifically assess the full amount of such deductible as a Benefited Assessment against such Owner(s) and their Dwelling Units pursuant to Article VIII.

All insurance coverage obtained by the Board shall:

Boyd Miller 7/5/17 10:44 AM

Comment: MSC oversees all of these for the Association.

(i) be written with a company authorized to do business in the Commonwealth of Virginia which satisfies the requirements of Fannie Mae, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association as trustee for the benefited parties. Policies on the

Common Area shall be for the benefit of the Association and its Members;

(iii) not be brought into contribution with insurance purchased by Owners, Residents, or their Mortgagees individually;

(iv) in the case of property insurance, contain an inflation guard endorsement;

(v) in the case of property insurance, include an agreed amount endorsement, if the policy contains a co-insurance clause;

(vi) provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area or membership in the Association;

(vii) in the case of commercial general liability insurance, provide a waiver of subrogation under the policy against each Owner and each Resident;

(viii) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one (1) or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

(ix) include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one (1) or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

Boyd Miller 5/31/17 10:52 AM

Comment: Per the 2011 Amendment, CLDG is included for the Clubhouse.

(i) a waiver of subrogation as to any claims against the directors, committee members, officers, employees, and the Association's manager, the Owners, Residents and their respective tenants, servants, agents and guests;

(ii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) an endorsement requiring at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(v) a cross liability provision; and

(vi) a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(c) Damage and Destruction. Immediately after damage or destruction to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially change the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Boyd Miller 6/10/17 11:22 AM

Comment: We are carrying full replacement coverage.

Any damage to or destruction of the Common Area shall be repaired or reconstructed unless (i) at least eighty percent (80%) of the total votes in the Association and (ii) the Declarant, during the Development Period, decide within sixty (60) days after the loss not to repair or reconstruct. However, if either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available, not to exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

Boyd Miller 7/5/17 10:45 AM
Comment: This is a high bar for not replacing

If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be distributed among all Owners, in equal amounts for each Dwelling Unit owned.

Boyd Miller 6/17/17 10:13 PM
Comment: Since Owners have shared ownership of common area

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Members, levy Special Assessments to cover the shortfall against the Owners.

6.2 Owners' Insurance. By virtue of taking title to a Dwelling Unit, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Dwelling Unit, less a reasonable deductible, unless (i) the Association voluntarily carries such insurance, or (ii) a Local Area Association, as provided in Article XV, is responsible for maintaining such insurance. If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Benefited Assessment against the Benefited Dwelling Unit and the Owner thereof pursuant to Section 8.8.

Boyd Miller 6/17/17 10:14 PM
Comment: Could be done

Boyd Miller 6/10/17 11:23 AM
Comment: This is not verified by the Association, but Owners are responsible for any and all damages.

Each Owner further covenants and agrees that if the Owner is required to carry property insurance for his or her Dwelling Unit, in the event of damage to or destruction of structures on or comprising his Dwelling Unit, the Owner shall promptly proceed to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX, regardless of whether the insurance proceeds are sufficient to pay the cost of such work. Alternatively, the Owner shall clear the Dwelling Unit and maintain the Dwelling Unit in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs that are not covered by insurance proceeds.

Boyd Miller 6/10/17 11:25 AM
Comment: Important to note.

ARTICLE VII

ANNEXATION AND WITHDRAWAL OF PROPERTY

7.1 Annexation. During the Development Period, the Declarant may unilaterally subject to the provisions of this Declaration, as part of the Properties, all or any portion or portions of the real estate described in Exhibit B, as the same may be amended from time to time. The Declarant reserves the right, but shall not be obligated to amend Exhibit B to add thereto additional real estate which is adjacent to or in the vicinity of the real estate then described in Exhibit B. Any portion of the real estate described in

Exhibit B that is not made a part of the Properties as herein set forth may be developed and used for any purposes not prohibited by law, including without limitation, a commercial development or a residential development which is not part of the Four Seasons Community.

Declarant may transfer or assign this right to annex property, provided that such transfer or assignment is memorialized in a written instrument executed by Declarant and filed in the Public Records. Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the real estate described in Exhibit B or any other real estate in the vicinity of the Properties owned by Declarant or an affiliate of Declarant in any manner whatsoever.

Annexation shall be accomplished by filing in the Public Records a Supplemental Declaration describing the real estate then being annexed and amending Exhibit A to reflect the annexation of such real estate. Such Supplemental Declaration shall not require the consent of the Members, but shall require the consent of the fee simple owner of such real estate, if other than Declarant. Any such annexation shall be effective upon the filing in the Public Records of such Supplemental Declaration unless otherwise provided therein. Each Dwelling Unit subjected to this Declaration, whether initially described on Exhibit A or annexed and added to Exhibit A pursuant to a Supplemental Declaration, shall have an equal, pro rata share of liability for Base Assessments levied with respect to the Dwelling Unit.

Any Supplemental Declaration may contain covenants, conditions, restrictions and easements which apply only the real estate then being annexed and/or may create exceptions to, or otherwise modify, the terms of this Declaration as they may apply to the real estate being annexed in order to reflect the different or unique character and/or intended use of such real estate.

After the Development Period, the Association may add real estate to the Properties pursuant to action approved by a vote of a majority of the votes represented by Voting Members present at a duly called annual or special meeting of the Members.

7.2 Withdrawal of Restrictions. The Declarant reserves the unilateral right during the Development Period to amend this Declaration to withdraw any portion of the Properties from the coverage of this Declaration, whether originally described on Exhibit A or added thereto by a Supplemental Declaration, provided that no property which includes a Dwelling Unit shall be withdrawn after the Dwelling Unit has been conveyed by Declarant to any person other than an affiliate of the Declarant, or a Builder. Such amendment shall not require the consent of any person other than the Owner of the real estate to be withdrawn, if not the Declarant. If the real estate is Common Area, the Association shall consent to such withdrawal upon the request of the Declarant.

7.3 Amendment. This Article shall not be amended during the Development Period without the prior written consent of the Declarant.

Boyd Miller 6/24/17 10:09 AM

Comment: Exhibit B is comprised of the Clubhouse and the Additional Land per the 2011 amended DCCR. However, the Additional Land is subject to all title covenants including the subdivision plan for senior housing per the amended DCCR and the limits of the county's SR zoning. The Clubhouse cannot be used for any other purpose.

Boyd Miller 6/10/17 11:29 AM

Comment: This was done in 2010 for 8 model houses.

Boyd Miller 6/10/17 11:30 AM

Comment: This allows portions of the Additional Land to be annexed into Exhibit A with these additional conditions.

Boyd Miller 6/10/17 11:31 AM

Comment: This is no longer an option for Phase One.

ARTICLE VIII

ASSESSMENTS

8.1 Creation of Assessments. The Association may levy assessments against each Dwelling Unit for Association expenses as the Board may specifically authorize from time to time. There shall be three (3) types of assessments: (a) Base Assessments to fund Common Expenses for the general benefit of all Dwelling Units; (b) Special Assessments; and (c) Benefited Assessments. Subject to the provisions of Section 8.2 below, each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties is deemed to covenant and agree to pay these assessments.

Assessments shall be paid in such manner and by such dates as the Board may establish. Unless the Board otherwise provides, monthly installments of the Base Assessment for a Dwelling Unit shall be due and payable in advance on the first day of each month of the Association's fiscal year; provided that, upon the first conveyance of a Dwelling Unit to a purchaser for value, the pro rata portion of such assessments for the balance of the month of settlement and the three (3) months next following such settlement shall be due and payable upon conveyance of the Dwelling Unit. If any Owner is delinquent in paying any assessments or other charges levied on his or her Dwelling Unit, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

Boyd Miller 6/10/17 11:34 AM

Comment: All payments are handled by MSC.

No Owner may exempt himself or herself from liability for assessments by non-use of Common Area, abandonment of his or her Dwelling Unit or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

8.2 Declarant's Obligation for Assessments. During the Declarant Control Period, Declarant may annually elect either to pay assessments on all of its Dwelling Units that remain unsold throughout the entire fiscal year or to pay the shortage for such fiscal year. For purposes hereof, the "shortage" shall be the difference between:

Boyd Miller 6/10/17 11:39 AM

Comment: This ended with the 2011 Amendment and the transition to Member control of the Association.

(a) the amount of all income and revenue of any kind received by the Association including assessments collected on all other Dwelling Units, use fees, advances made by Declarant, Capital Contributions, Subsequent Member Fees and income from all other sources; and

(b) the amount of all actual expenditures incurred by the Association during the fiscal year, including any reserve contributions for such year, but excluding all non-cash expenses, such as depreciation or amortization, all expenditures and reserve contributions for making additional capital improvements or purchasing additional capital assets, and all expenditures made from reserve funds.

Calculation of the shortage shall be performed on a cash basis of accounting. Unless the Declarant otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. If the Declarant elects, or is deemed to elect, to pay the shortage for a particular fiscal year and there is no shortage for such fiscal year, the Declarant shall not be obligated to pay any amounts to the Association under this Section with respect to such fiscal year.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials or a combination of services and materials with the Declarant or other entities for payment of Common Expenses. The payment of assessments or the shortage may be reduced or abated by the agreed value of any such services or materials provided in accordance with any such contract or agreement with the Association. After termination of the Declarant Control Period, the Declarant shall pay assessments on its unsold Dwelling Units in the same manner as any other Owner.

8.3 Computation of Base Assessment. Not less than sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget covering the Common Expenses estimated to be incurred during the coming year. The budget shall not include expenses incurred during the Declarant Control Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs.

Boyd Miller 6/24/17 10:13 AM

Comment: Each year MSC and the Budget & Finance Committee sends the Board a proposed budget. The Board adjusts it and sets the Base Assessment.

The Base Assessment shall be levied equally against all Dwelling Units subject to assessment and shall be set at a level that is reasonably expected to produce total income for the Association equal to the total

budgeted Common Expenses, including contributions to reserves. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Dwelling Units subject to assessment under Section 8.12 on the first day of the fiscal year for which the budget is prepared and the number of Dwelling Units reasonably anticipated to become subject to assessment during the fiscal year.

Not withstanding the provision of Section 5.3 of this Declaration, Common Expenses shall include the cost of trash collection and grass cutting for individual Dwelling Units.[4]

After the Declarant Control Period, a budget and a proposed assessment may be disapproved at a meeting of the Members upon the vote of Voting Members representing at least a majority of the total Members of the Association entitled to vote and, if during the Development Period, by the Declarant. There shall be no obligation to call a meeting for the purpose of considering the budget and proposed assessment except on petition of the Voting Members as provided for special meetings in the Bylaws, which petition must be presented to the Board within thirty (30) days after notice of the proposed assessments. Notice of proposed assessments shall be posted in a prominent place within the Properties and included in the Association's newsletter, if any. If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

The Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of amounts (in addition to any amounts paid by Declarant under Section 8.2), which may be either a contribution, an advance against future assessments due from the Declarant, or a loan, in the Declarant's discretion. Any such payments shall be disclosed as a line item in the Common Expense budget. The payment of such amounts in any year shall not obligate the Declarant to continue such payments in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

8.4 Reserve Budget. The Board shall annually prepare reserve budgets which take into account the number and nature of replaceable assets within the Area of Common Responsibility, the expected life of each asset, and the expected repair or replacement cost. Such reserve budgets may also anticipate making additional capital improvements and purchasing additional capital assets. The Board shall include in the Base Assessment reserve contributions in amounts sufficient to meet these projected needs. So long as the Board exercises business judgment in determining an adequate amount of reserves, the amount of the reserve fund shall be considered adequate.

The Board may adopt resolutions regarding the expenditure of reserve funds, including policies designating the nature of assets for which reserve funds may be expended. During the Development Period, neither the Association nor the Board shall adopt, modify, limit or expand such policies without the Declarant's prior written consent.

8.5 Capital Contribution. Upon the closing of the first sale of each Dwelling Unit by any party constituting the Declarant to a purchaser for value (the "Initial Transfer"), the purchasing Owner shall make a capital contribution to the Association in an amount equal to three (3) monthly installments of the Base Assessment charged to the Dwelling Unit in effect at the time title to the Dwelling Unit is transferred. Such sums shall be used by the Association to assist in defraying its initial and ongoing expenses, and may be applied in the year of receipt or in subsequent years to offset the shortage, as set forth in Section 8.2 above.

8.6 Subsequent Member Fee. Upon each transfer of title to a Dwelling Unit which occurs following the

[4] *Amendment to the Declaration dated May 31, 2013, and filed on Aug 15, 2014 in Greene County*

Boyd Miller 6/24/17 10:19 AM
Comment: This is currently being done.

Boyd Miller 7/5/17 10:52 AM
Comment: For the past few years, the Board has designated a portion of Cash-on-hand as income when setting the base assessment.

Boyd Miller 7/5/17 10:53 AM
Comment: This was done once, but did not get the 61 votes needed at the time. The 24 CLIG Members were not entitled to vote.

Boyd Miller 6/10/17 11:56 AM
Comment: This is done with a Replacement Reserves study

Boyd Miller 6/10/17 11:56 AM
Comment: In Virginia, a Replacement Reserves study needs to be updated at least every five years.

Boyd Miller 6/10/17 11:59 AM
Comment: This was done for all 120 Home Owners in Phase One and will be due from any Home Owner on the initial purchase of a CLIG lot.

Initial Transfer of the Dwelling Unit described above, a Subsequent Member Fee shall be assessed in the amount of Five Hundred Dollars ($500.00), which will be charged by and payable to the Association. The Subsequent Member Fees shall be the responsibility of the grantee of the Dwelling Unit, and shall be payable by grantor or grantee as their contract provides, to the Association at the closing of the transfer. The grantor shall be responsible for notifying the Management Agent of the transfer and for ensuring that the Subsequent Member Fee is collected at closing and remitted to the Association. In the event that this does not occur, the grantor shall remain jointly and severally liable, with the grantee, for the payment of the Subsequent Member Fee incurred with respect to such transfer, regardless of which party is contractually liable for the payment of the same, though without prejudice to such party's right to collect the same from the responsible party. In addition to the personal liability of the parties for the payment of the same as aforesaid, the Subsequent Member Fee shall be secured by the Association's lien for assessments against the transferred Dwelling Unit, as further provided in Section 8.9. The Board of Directors, in their sole discretion, shall have the ability to raise the amount of the Subsequent Member Fee upon passing a resolution authorizing such an increase.

Boyd Miller 6/10/17 12:00 PM
Comment: Currently, the Board has set this fee at $800.

8.7 Special Assessments. The Board may, from time to time, levy Special Assessments consistent with Virginia law. There shall be no obligation to call a meeting for the purposes of considering Special Assessments except on petition of the Voting Members or Owners as provided for special meetings in the Bylaws, which petition must be presented to the Board within thirty (30) days after notice of the Special Assessment. Notice of the Special Assessment shall be provided as set forth in Section 8.3. A Special Assessment may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

Boyd Miller 6/10/17 12:01 PM
Comment: See comment above.

Boyd Miller 6/11/17 9:16 PM
Comment: Refer to VA Code § 55-514. Use should be very limited.

8.8 Benefited Assessments. The Board may levy "Benefited Assessments" against particular Dwelling Units for expenses incurred or to be incurred by the Association, as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, Special Services or Optional Services to the Dwelling Unit or Residents thereof, which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner; and

Boyd Miller 6/24/17 10:21 AM
Comment: To date, the Association has never utilized these.

(b) to cover costs incurred in bringing a Dwelling Unit or Dwelling Units into compliance with the terms of the Governing Documents, or costs incurred as a consequence of the conduct of the Owners or Residents of the Dwelling Unit, their agents, contractors, employees, licensees, invitees or guests, provided that the Board shall give the Dwelling Unit Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Benefited Assessment under this subsection (b).

Boyd Miller 6/11/17 9:19 PM
Comment: May need to do this sometime, but have not needed to yet.

8.9 Creation of Lien and Personal Obligation. Subject to the provisions of Section 8.2 above, the Declarant for each Dwelling Unit hereby covenants, and each owner of a Dwelling Unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all charges made with respect to the Owner or the Owner's Dwelling Unit. Each Charge, together with interest thereon, late charges and reasonable costs of collection (including attorney's fees) if any, as hereinafter provided, shall be a continuing lien upon the Dwelling Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Dwelling Unit at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

Boyd Miller 6/11/17 9:20 PM
Comment: A tool that can be and has been used.

8.10 Non-Payment of Charges. Any Charge which is not paid to the Association when it is due shall be deemed delinquent. Any Charge which is delinquent for ten (10) days or more shall bear interest at twelve percent (12%) or less, if required by law, per annum from the date due until the date paid and the Association may assess a late fee in an amount equal to five percent (5%) of the delinquent amount and

Boyd Miller 7/5/17 10:58 AM
Comment: Currently, the late fee for assessments is 5% of Base Assessment.

may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, late fees, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit.

8.11 Lien for Charges Subordinated to Mortgages. The lien for a Charge provided for in Section 8.9 shall be subordinate to a Mortgage on the Dwelling Unit which was recorded prior to the date that the lien for any such Charge attached. Except as hereinafter provided, the lien for Charges provided for in Section 8.9 shall not be affected by any sale or transfer of a Dwelling Unit. Where title to a Dwelling Unit is transferred pursuant to foreclosure of the superior Mortgage or by deed or assignment in lieu of foreclosure of the superior Mortgage, such transfer of title shall extinguish the lien for unpaid Charges that became due prior to the date of the transfer of title. However, the transferee of the Dwelling Unit shall be personally liable for his share of the Charges with respect to which a lien against his Dwelling Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Base Assessment, Benefited Assessment or Special Assessment, and non-payment thereof shall result in a lien against the transferee's Dwelling Unit, as provided in this Article.

8.12 Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Dwelling Unit on the first day of the month following (a) the month in which the Dwelling Unit is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later.

Boyd Miller 6/17/17 10:17 PM
Comment: This does not preclude adjustment for partial days made at closing.

8.13 Failure to Assess. Failure of the Board to fix assessment amounts or rates or to post, deliver or mail each Owner an assessment notice shall not be deemed to be a waiver, modification, or release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments, Special Assessments and Benefited Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

Boyd Miller 6/11/17 9:28 PM
Comment: Assessments are always payable.

8.14 Exempt Property. The following property shall be exempt from payment of Base Assessments, Special Assessments and Benefited Assessments:

Boyd Miller 6/11/17 9:33 PM
Comment: Per the 2011 Amendment, as a result of the SA, CLIG lots don't pay until they have a Home Owner.

(a) All Common Area and such portions of the Properties owned by the Declarant as are included in the Area of Common Responsibility pursuant to Section 5.1; and

(b) Any property dedicated to and accepted by any governmental authority or public utility.

In addition, the Declarant and/or the Association shall have the right, but not the obligation, to grant exemptions to certain Persons qualifying for Section 501(c) status under the Internal Revenue Code so long as such Persons own property subject to this Declaration for purposes listed in Section 501(c).

Boyd Miller 6/11/17 9:30 PM
Comment: Interesting to know as the Property develops.

8.15 Utility Costs Billed to Owners. Certain utility charges incurred in connection with the use, operation and maintenance of the Common Area may not be separately metered to the Common Area. If such charges are metered to an individual Dwelling Unit rather than being separately metered for the Common Area, the following shall apply:

Boyd Miller 6/11/17 9:35 PM
Comment: This was used in the past for irrigating common area.

(a) If, in the opinion of the Board, each Owner is sharing in a fair and equitable manner the cost of such service, no adjustment shall be made and each Owner shall pay his or her own bill; or

(b) If, in the opinion of the Board, the Owner of a Dwelling Unit is being billed proportionately for costs allocable to the Common Area, the Association shall pay, or reimburse such Owner, an amount equal to the portion of the bill which, in the reasonable determination of the Board, is

properly allocable to the Common Area, and the amount thereof shall be a Common Expense hereunder.

Any determinations or allocations made hereunder by the Board shall be final and binding on all parties.

ARTICLE IX

ARCHITECTURAL STANDARDS

9.1 General. For purposes hereof, "Regulated Work" shall consist of and include excavating, filling, grading, installation or alteration of landscaping, construction of a building, driveway, walkway, porch, patio, deck, balcony, flag, flagpole, sign or other advertising or promotional devices or any other temporary or permanent improvement to any portion of the Properties or any modification, alteration, major repair, renovation, addition or removal of or to any of the foregoing which is visible from outside of a Dwelling Unit. Regulated Work shall not include repainting the exterior of a structure in accordance with the originally approved color scheme or rebuilding of damage to a Dwelling Unit in accordance with originally approved plans and specifications. Regulated Work shall also not include work done by the Declarant during the Development Period.

Boyd Miller 6/17/17 10:22 PM
Comment: This is primarily new improvements by Owners or the Association that is regulated by the architectural standards of the community.

During the Development Period, this Article may not be amended without the Declarant's written consent.

9.2 Architectural and Design Review. Responsibility for administration of the Design Guidelines, as defined below, and review of all applications to do Regulated Work under this Article shall be as described in subsections (a) and (b). The Reviewing Entity (defined below) may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. The Declarant and the Association may employ architects, engineers, or other persons as are deemed necessary to perform the review. The Board may include the compensation of any such persons employed by the Association in the Association's annual operating budget as a Common Expense.

Boyd Miller 7/5/17 11:05 AM
Comment: This is the Modifications Committee for Dwelling Unit improvements.

(a) Declarant Control. During the Development Period, the Declarant shall have the exclusive right and power to review and approve or disapprove any and all proposed Regulated Work. The Declarant may (but shall not be obligated to), in its sole discretion, delegate all or a portion of its reserved rights under this Article to the MC (defined below) to review modifications to existing structures. Any such delegation shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to (i) the right of Declarant to revoke or modify such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) the right of Declarant to veto any decision which it determines, in its sole discretion, to be inappropriate or inadvisable for any reason. Until the end of the Development Period, the jurisdiction of the MC shall be limited to such matters as are specifically delegated to it by the Declarant. In acting pursuant to this subparagraph, the Declarant shall be acting solely in its interests and shall owe no duty to the Association or any Owner or Resident.

Boyd Miller 6/17/17 10:24 PM
Comment: No longer valid

(b) Modifications Committee. The Board of Directors shall establish a committee, which may consist of Residents (the "Modifications Committee" or "MC"). Until the end of the Development Period, the MC shall only have such rights and powers to review and approve or disapprove modification or alterations to be made to existing structures as may be delegated to it by the Declarant. The MC shall assume exclusive jurisdiction over all Regulated Work at the end of the Development Period. During the Development Period, the Declarant shall have the right to veto any action taken by the

MC that the Declarant determines, in its sole discretion, to be inconsistent with the Design Guidelines.

(c) For purposes of this Article, the term "Reviewing Entity" shall mean the Declarant or the MC, as applicable.

9.3 Guidelines and Procedures. During the Development Period, the Declarant, and after the end of the Development Period, the MC, may prepare and may amend Design Guidelines which shall apply to all Regulated Work within the Properties. Any amendments to the Design Guidelines shall apply to Regulated Work commenced after the date of such amendment only and shall not apply to require modifications to or removal of Regulated Work previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines. The Design Guidelines may be amended to remove requirements previously imposed or otherwise to make the Design Guidelines less restrictive.

Boyd Miller 7/5/17 11:06 AM

Comment: As specified in the Design Guidelines and the application process for proposed improvements.

The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions that vary from one portion of the Properties to another depending upon the location, unique characteristics, intended use, the Master Plan, and any other applicable zoning ordinances. The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the Reviewing Entity and compliance with the Design Guidelines does not guarantee approval of any application.

The Association shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties and all such Persons shall conduct their activities in accordance with such Design Guidelines. In the Declarant's discretion, such Design Guidelines may be recorded in the Public Records, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

All Regulated Work shall be done in strict compliance with the Design Guidelines in effect at the time the plans for the Regulated Work are submitted to and approved by the Declarant or the MC, as applicable, unless a variance has been granted in writing pursuant to Section 9.6. So long as the Reviewing Entity has acted in good faith, its findings and conclusions with respect to appropriateness of, applicability of or compliance with the Design Guidelines and this Declaration shall be final, subject to Subsection 9.2(b).

9.4 Submission of Plans and Specifications.

Boyd Miller 7/5/17 11:06 AM

Comment: The Modifications Committee processes applications for improvements made to Dwelling Units.

(a) Prior to commencing any Regulated Work, an Owner shall submit an application for approval of the proposed Regulated Work to the appropriate Reviewing Entity. Such application shall be in the faun required by the Reviewing Entity and shall include plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, utility facilities layout and screening and other features of proposed construction, as applicable. The Design Guidelines shall set forth the procedure and any additional information for submission of the Plans. Before the Owner may begin the proposed Regulated Work, the application must be approved by the Reviewing Entity in accordance with the procedures described below.

(b) In reviewing each submission, the Reviewing Entity may consider whatever factors it deems relevant. The Declarant or the MC, as applicable, may require relocation of native plants within the construction site or the installation of an irrigation system for the landscaping including the natural plant life on the Dwelling Unit as a condition of approval of any submission.

The Reviewing Entity shall, within the period specified in the Design Guidelines, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of (i) the approval of Plans, or (ii) the segments or features of the Plans which are deemed by the Reviewing Entity to be inconsistent or not in conformity with this Declaration and/or the Design Guidelines, and the reasons for such finding. In the event the Reviewing Entity fails to advise the submitting party by written notice within the period specified in the Design Guidelines of either the approval or disapproval, approval shall be deemed to have been given. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice or confirmed facsimile and simultaneous mailing thereof shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the submitting party.

(c) If construction does not commence on a project for which Plans have been approved within one hundred twenty (120) days of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the Plans to the Reviewing Entity for reconsideration. If construction is not completed on a project for which plans have been approved within the period set forth in the Design Guidelines or in the approval, such approval shall be deemed withdrawn, and such incomplete construction shall be deemed to be in violation of this Article and subject to the enforcement provisions of this Article.

(d) If landscaping is not installed, or not to be installed, by the Declarant or Builder, each Owner of a Dwelling Unit shall, within a period of two hundred ten (210) days from the conveyance of the Dwelling Unit to the Owner by the Declarant or a Builder, install full landscaping in the Owner's yard in accordance with plans approved by the Reviewing Entity and meeting the minimum requirements set forth in the Design Guidelines.

9.5 No Wavier of Future Approvals. Each Owner acknowledges that the persons reviewing applications will change from time to time and that opinions on aesthetic matters, as well as the interpretation, application and enforcement of the Design Guidelines, may vary accordingly. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

9.6 Variance. The Reviewing Entity may authorize, in writing, variances from its guidelines and procedures, but only: (a) in accordance with duly adopted rules and regulations, (b) when unique circumstances dictate, such as unusual topography, natural obstructions, hardship or aesthetic or environmental considerations, and (c) when construction in accordance with the variance would be consistent with the purposes of the Declaration and compatible with existing and anticipated uses of adjoining properties. Inability to obtain, or the terms of, any governmental approval, or the terms of any financing shall not be considered a hardship warranting a variance. Notwithstanding the above, during the Development Period, the MC may not authorize variances without the written consent of the Declarant.

9.7 Limitation of Liability. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of Four Seasons; they do not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the Reviewing Entity shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or

Boyd Miller 7/5/17 12:43 PM

Comment: Although a builder should be aware of proper lot landscaping, this requirement could be applied to CLIG lots in the future.

Boyd Miller 7/5/17 12:44 PM

Comment: Approvals DO NOT set forever precedents. Likewise, previously approved improvements cannot later be declared a violation.

Boyd Miller 6/24/17 10:26 AM

Comment: The Reviewing Entity or Board may grant variances in a fair way without necessarily establishing any precedent.

otherwise acceptable to neighboring property Owners.

Declarant, the Association, the Board, any committee, or member of any of the foregoing shall not be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents, whether or not Declarant has approved or featured such contractor as a Builder in Four Seasons; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Dwelling Unit. In all matters, the Declarant, the Board, the MC, and the members of each shall be defended and indemnified by the Association as provided in Section 6.7 of the Bylaws.

9.8 Enforcement. Any construction, alteration or other work done in violation of this Article or the Design Guidelines shall be deemed to be non-conforming. Upon written request from the Declarant, the MC, or the Board, Owners shall, at their own cost and expense and within such reasonable time frame as set forth in such written notice, cure such nonconformance to the satisfaction of the requester or restore the property, Dwelling Unit and/or Dwelling Units to substantially the same condition as existed prior to the non-conforming work. Should an Owner fail to remove and restore as required, the Declarant, the Association or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All such costs, together with interest at the rate established by the Board (not to exceed the maximum rate then allowed by law), may be assessed against the Benefited Dwelling Unit and collected as a Benefited Assessment unless otherwise prohibited in this Declaration.

All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Dwelling Unit, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work by the deadline set forth in the approval, the Declarant or the Association shall be authorized, after notice to the Owner of the Dwelling Unit and an opportunity to be heard in accordance with the Bylaws, to enter upon the Dwelling Unit and remove or complete any incomplete work and to assess all costs incurred against the Dwelling Unit and the Owner thereof as a Benefited Assessment unless otherwise prohibited in this Declaration.

All acts by any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded from the Properties, subject to the notice and hearing procedures contained in the Bylaws. In such event, the Declarant, the Association, its officers, or directors shall not be held liable to any Person for exercising the rights granted by this paragraph.

The Association shall be primarily responsible for enforcement of this Article IX. If, however, in the discretion of the Declarant, the Association fails to take appropriate enforcement action, as authorized herein, within a reasonable time period, the Declarant, during the Development Period, may, but shall not be obligated to, exercise enforcement rights in the same manner as set forth above. In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the Reviewing Entity.

ARTICLE X

USE RESTRICTIONS

Boyd Miller 6/24/17 10:25 AM
Comment: Important.

Boyd Miller 6/17/17 10:35 PM
Comment: Violations are subject to enforcement by the Association (See Section 4.3).

Boyd Miller 6/17/17 1:55 PM
Comment: Also refer to the Design Guidelines for more on various restrictions

The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any Managing Agent or agents retained by the Association or business offices for the Declarant, any Builders, or the Association and model homes for the Declarant and any Builders consistent with this Declaration and any Supplemental Declaration).

10.1 Signs. Except as required by law, no sign shall be erected within the Properties without the written consent of the Board, including posters, circulars and billboards; provided, one (1) "for sale", "for rent" or "for lease" sign of a design prescribed by Declarant or, after the end of the Development Period, the MC, may be displayed on a Dwelling Unit being offered for sale if approved pursuant to Article IX. If permission is granted to any Person to erect a sign within the Properties, the Declarant or MC, as applicable, shall have the right to restrict the size, color, lettering, and placement of such sign. The Declarant shall have the right to erect signs as it, in its discretion, deems appropriate, including, without limitation, "for sale", entry and directional signs.

10.2 Vehicles and Parking. No car, truck, commercial vehicle, recreational vehicle, motorcycle, snow mobile, motorcycle or other motorized vehicle and no boat, trailer (to include storage, utility and camper), hitch or other similar personal property shall at any time be parked or stored on any portion of the Properties other than on a driveway or in a garage. This restriction shall not apply to Declarant or any Builder, their employees, agents or contractors. Unless otherwise specifically permitted by the Board, or pursuant to the rules and regulations adopted by the Board, driveways on the Properties may only be used to park commercial vehicles, recreational vehicles, snow mobiles, boats, trailers, or other similar vehicles for not more than twenty-four (24) hours total during any seven (7) day period at a time, and to park operable, legally titled and tagged automobiles. Additionally, "off-road vehicles" (i.e. ATV's [all-terrain vehicles], dirt bikes, snow mobiles, etc.) are prohibited from use anywhere on the Properties except as may be used by or on behalf of the Association for maintenance, patrol, or as deemed necessary on the Properties by the Declarant, Board of Directors, and/or contractors of the Association. In the case of special events or holiday gatherings where Homeowners' guests or invitees will need to park on the street, prior approval by the Board of Directors (or managing agent and/or other committee, as may be determined by the Board of Directors) is mandatory prior to the event. The date of the event, approximate number of guests, contact phone number(s) for each Owner's residence and the duration of the event must be presented to the Board of Directors in the written application. If approved, these vehicles shall not block any driveway, fire hydrant or mailbox and prevent the access needed for typical daily usage. If Post Office employees must exit their vehicles to access a mailbox, those vehicles causing such action shall be deemed to be in violation. Regardless of any special events or holiday gatherings, all vehicles are prohibited from parking anywhere on narrow streets where two vehicles cannot pass each other once a vehicle has parked on either side of the road. In the event of snow and the resultant clean up measures, regardless of any prior approval for special events or holiday gatherings, all vehicles are prohibited from parking anywhere other than in the previously designated areas until such time as the Association's contractors or servants have cleared the streets. Any vehicle left in the street, regardless of purpose or reason will be deemed to be in violation. In any case where a vehicle is deemed to be in violation, those vehicles may be removed from the Properties at the owner's expense. Removed vehicles will be towed to a destination indicated by the sign at the concierge station. The towing company engaged by the Association may be changed from time to time but the company's name, phone number and location will always be posted as required by law.

10.3 Occupants Bound. All provisions of the Governing Documents shall also apply to all Residents, guests, and invitees of any Dwelling Unit. Every Owner shall cause all Residents, guests and invitees of his or her Dwelling Unit to comply with the foregoing, and every Owner shall be responsible for all violations and losses to the Common Area caused by such Residents, guests and invitees notwithstanding the fact that such Residents, guests and invitees of a Dwelling Unit are fully liable and may be sanctioned for any violation.

10.4 Animals and Pets. No animals of any kind, including livestock and poultry, shall be raised, bred, or

Boyd Miller 6/11/17 9:36 PM
Comment: Allowance for offices and model homes

Boyd Miller 6/11/17 9:38 PM
Comment: Also, see Design Guidelines.

Boyd Miller 6/11/17 9:41 PM
Comment: Worth noting if building starts on CLIG lots

Boyd Miller 6/24/17 10:29 AM
Comment: The Association hasn't done this, but could.

Boyd Miller 6/24/17 10:29 AM
Comment: This sometimes happens now.

Boyd Miller 6/11/17 9:46 PM
Comment: Rules apply to guests.

Boyd Miller 6/24/17 10:30 AM
Comment: One of the really big issue items for associations along with parking and pools.

kept on any portion of the Properties, except that for each Dwelling Unit there shall be permitted up to a total of two (2) dogs or two (2) cats or a combination of dogs and cats not to exceed two (2) in total, no more than two (2) birds, and a reasonable number, as determined by the Board, of other usual and common household pets, subject to compliance with applicable local codes. In no event, however, shall monkeys, snakes, pigs, or ferrets be permitted in any Dwelling Unit. Pets which are permitted to roam free, or which, in the sole discretion of the Association, make objectionable noise, endanger the health or constitute a nuisance or inconvenience to the Owners of other Dwelling Units or the Owner of any portion of the Properties shall be removed from the Properties upon request of the Board. If the Owner fails to honor such request, the pet may be removed by the Board. The Board may adopt reasonable rules designed to minimize damage and disturbance to other Owners and Residents, including rules requiring damage deposits, waste removal, leash controls, noise controls, more restrictive pet occupancy limits than those set forth above, based on size and facilities of the Dwelling Unit, and fair share use of the Common Area; provided, however, any rule prohibiting the keeping of ordinary household pets shall apply prospectively only and shall not require the removal of any pet which was being kept on the Properties in compliance with the rules in effect prior to the adoption of such rule. Nothing in this provision shall prevent the Association from requiring removal of any animal that presents an actual threat to the health or safety of Residents or from requiring abatement of any nuisance or unreasonable source of annoyance. No pets shall be kept, bred, or maintained for any commercial purpose.

10.5 Quiet Enjoyment. Nothing shall be done or maintained on any part of a Dwelling Unit which emits foul or obnoxious odors outside the Dwelling Unit or creates noise or other conditions which tend to unreasonably disturb the peace, quiet, safety, comfort, or serenity of the Residents and invitees of other Dwelling Units. No activity shall be carried on upon any portion of the Properties, which, in the reasonable determination of the Board, tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the Residents and invitees of other Dwelling Units.

10.6 Unsightly or Unkempt Conditions. All portions of a Dwelling Unit outside of enclosed structures shall be kept in a clean and tidy condition at all times. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Dwelling Unit so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other portion of the Properties. No other nuisance shall be permitted to exist or operate upon any Dwelling Unit so as to be offensive or detrimental to any other portion of the Properties. No activities shall be conducted upon or adjacent to any Dwelling Unit or within improvements constructed thereon which are or might be unsafe or hazardous to any Person or property. No open fires shall be lighted or permitted on the Properties, except in a barbecue unit while attended and in use for cooking purposes, within a safe and well designed fire pit while attended and in use or within a safe and well designed interior fireplace. No Owner shall engage in any activity which materially disturbs or destroys the vegetation, wildlife, or air quality within the Properties or which results in unreasonable levels of sound or light pollution.

10.7 Antennae. The installation of over-the-air reception devices (OTARD) (also known as 'Dish' Antennas) is governed by the FCC. The rulings apply only to receivers for video-programming signals from direct broadcast satellites (DBS); broadband radio service providers (formerly MMDS) and television broadcast stations (TVBS). The Four Seasons Charlottesville Community Association does not prohibit installation or require advance permission through application for these devices, but does require notification of the installation of such devices. The FCC ruling does not apply to `stick' antennas used to receive distant over the air television signals, antennas used for AM/FM radio, amateur (HAM) radio, Citizen's Band (CB) or Digital Audio Radio Services (DARS), all of which are prohibited by the Four Seasons at Charlottesville Community Association. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus (of any size) for a master antenna, cable, or other communication system for the benefit of all or any portion of Four Seasons, should any master system or systems require such exterior apparatus.

Boyd Miller 6/11/17 9:53 PM

Comment: The Association allows the installation without notification. Also, refer to Design Guidelines.

10.8 Fences and Dog Runs. No visible fence of any kind shall be constructed on any Dwelling Unit. No wall, dog run, or animal pen shall be constructed on any Dwelling Unit, except as approved in accordance with Article IX.

10.9 Exterior Lighting. Except for seasonal holiday decorative lights, which may be displayed between November 15 and January 15 only, all exterior lights must be approved in accordance with Article IX of this Declaration.

10.10 Temporary Structures. Tents, shacks, or other structures of a temporary nature shall not be permitted on any Dwelling Unit, except as approved in accordance with Article IX or as may be authorized by the Declarant during initial construction within the Properties. Temporary structures used during the construction or repair of a Dwelling Unit or other improvements shall be removed immediately after the completion of construction or repair.

10.11 Storage. Storage of furniture, fixtures, appliances, machinery, equipment or other goods and chattels not in active use on the Common Area, or on a portion of a Dwelling Unit which is visible from outside the Dwelling Unit shall not be permitted, except as approved in accordance with Article IX. Detached storage buildings and detached sheds are prohibited.

Boyd Miller 6/11/17 9:56 PM
Comment: Also, refer to Design Guidelines.

10.12 Subdivision of Dwelling Unit and Time-Sharing. No Dwelling Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board; provided, however, the Declarant, its successors and assigns hereby expressly reserve the right unilaterally to subdivide, change the boundary line of, and re-plat any Dwelling Unit(s) owned by Declarant, its successors and assigns, during the Development Period.

No Dwelling Unit shall be made subject to any type of timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Dwelling Unit rotates among members of the program on a fixed or floating time schedule over a period of years. However, the Declarant hereby reserves the right for itself and its assigns to operate such a program.

Boyd Miller 6/11/17 9:58 PM
Comment: Worth noting.

10.13 Firearms/Fireworks. The discharge of firearms or fireworks within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size, and includes bows and arrows, crossbows and similar weapons of all types, regardless of size. Nothing herein shall be construed to prohibit the Declarant or the Association from using portions of the Common Area from time to time to put on a fireworks show.

Boyd Miller 6/11/17 9:59 PM
Comment: Makes us unique in Greene County.

10.14 Ponds and Other Water Bodies. The ponds, streams and other water bodies within the Properties are only for aesthetic uses. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of any unauthorized use of ponds, streams or other bodies of water within or adjacent to the Properties.

10.15 Business Use. No business or trade, garage sale, ~~moving sale,~~[5] rummage sale, or similar activity shall be conducted in or from any Dwelling Unit, except that an Owner or Resident may conduct ancillary business activities within the Dwelling Unit as long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the Dwelling Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board. "Business and trade" shall be construed to have their

[5] Amendment to DCCR - March 2017

ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the family of the producer of such goods or services and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (a) such activity is engaged in full or part time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

A one-time only estate sale may be held when a Dwelling Unit is being sold. The Board shall set rules and hours for conducting such sales.[6]

The leasing of a Dwelling Unit shall not be considered a business or trade within the meaning of this subsection. "Leasing," for purposes of this Declaration is defined as regular, exclusive occupancy of a Dwelling Unit by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Dwelling Units may be leased only in their entirety. No fraction or portion may be leased. There shall be no subleasing of Dwelling Units or assignment of leases unless prior written approval is obtained from the Board. All leases shall be in writing.

Boyd Miller 6/11/17 10:02 PM

Comment: This is worth noting. It has happened in the past with a former Home Owner, but was not enforced.

No transient tenants may be accommodated in a Dwelling Unit, and all leases shall be for an initial term of no less than thirty (30) days, except: (a) with the prior written consent of the Board or (b) as initially authorized by Declarant.

Boyd Miller 6/11/17 10:03 PM

Comment: No Airbnb here.

Notice of any lease, together with (i) a copy of such lease, (ii) an affidavit by the tenant that at least one (1) person constituting the tenant satisfies the age restrictions set forth in the Governing Documents and is an Age Qualified Occupant, and an acknowledgment by the tenant of the annual obligation to reaffirm the same, (iii) an express agreement by the tenant to be bound by the terms of the Governing Documents, and an agreement by the tenant that a violation of the Governing Documents is a violation of the lease, and (iv) such additional information as may be required by the Board, shall be given to the Board by the Dwelling Unit Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Governing Documents. The Board may adopt reasonable rules regulating leasing and subleasing and shall provide the forms of the affidavit and agreement that are required to be executed by the tenant in connection with the lease.

This Section shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Dwelling Units which it owns within the Properties, including the operation of a timeshare or similar program.

10.16 Occupancy. Dwelling Units shall not be occupied by more than two (2) persons per bedroom in the Dwelling Unit.

10.17 Trash Containers and Collection. No garbage or trash shall be placed or kept on any Dwelling Unit, except in covered containers of a type, size and style which are approved in accordance with Article IX or as required by the applicable governing jurisdiction and, if applicable, the private collection contractor. In no event shall such containers be maintained so as to be visible from outside the principal structure on a Dwelling Unit unless they are being made available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from the Dwelling Units and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Dwelling Unit.

Boyd Miller 6/24/17 10:34 AM

Comment: Also refer to Design Guidelines.

10.18 Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Dwelling Unit and no clothes, sheets, blankets or laundry of any kind shall be hung outside on any portion of the Properties.

Boyd Miller 6/24/17 10:35 AM

Comment: Includes swimwear and towels on decks?

[6] Amendment to DCCR - March 2017

10.19 Snowmobiles Prohibited. Except as otherwise provided herein, the operation of snowmobiles or similar mechanized snow vehicles within the Properties is prohibited.

10.20 Skiing. Cross country skiing within the Properties shall be restricted to marked trails established by the Association, if any.

10.21 Bird and Squirrel Houses. No Dwelling Unit shall be allowed to have more than one (1) bird, squirrel or similar house, and such house shall be mounted on a single pole so that the total height of the pole and house does not exceed the height of the eave of the residence on the Dwelling Unit. Feeding of wildlife by Residents is prohibited.

Boyd Miller 7/5/17 12:50 PM

Comment: Refer to Design Guidelines. Also, songbirds and butterflies are not considered wildlife.

10.22 Flagpoles. No Dwelling Unit shall be allowed to have a free-standing flagpole of any type. Flags on Dwelling Units must be flown only on a pole mounted to the residence by a bracket. No more than one such pole may be mounted on a residence and no more than two (2) flags may be flown from such pole at any one time.

10.23 Pools. The installation of a swimming pool within any Dwelling Unit is prohibited. The foregoing does not apply to indoor or outdoor Jacuzzis and hot-tubs included within or on a deck, screened from view from neighboring Dwelling Units, and installed with the prior approval of the Declarant or MC, as applicable.

10.24 Irrigation/Wells. No sprinkler or irrigation system of any type which would draw water from creeks, streams, rivers, ponds, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties. All sprinkler and irrigation systems shall be subject to approval in accordance with Article IX of this Declaration. Private wells are prohibited on the Properties. The provisions of this Section shall not apply to wells, fountains or irrigation systems installed by Declarant or its assignee or Greene County.

Boyd Miller 6/24/17 10:37 AM

Comment: This is because Greene County wanted the Property to use county water and sewer.

Boyd Miller 6/24/17 10:39 AM

Comment: Water from property could be used to supply the county water needs.

10.25 Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow; provided, such easement right shall not be exercised in such a manner as to unreasonably interfere with the use of any Dwelling Unit without the affected Owner's consent. Septic systems are prohibited on the Properties.

10.26 Artificial Vegetation, Exterior Sculpture, and Similar Items. Except for such artificial turf as may be installed by the Declarant or the Association within the Common Area for recreational purposes, such as a putting green or bocce court, no artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in accordance with Article IX of this Declaration.

Boyd Miller 6/24/17 10:39 AM

Comment: See Design Guidelines.

10.27 Storm water Effects. The community has been planned so that low-lying areas adjacent to creeks are generally designated for open space and recreational uses. Portions of the Common Area and adjacent areas are within the regulated flood plain as determined in accordance with Federal Emergency Management Agency guidelines and within non-regulated flood plain. During and after storm events, certain portions of the Common Area such as creek side walking trails may be inundated and unavailable for recreational use.

ARTICLE XI

EASEMENTS

11.1 Easements of Encroachment. The Declarant reserves to itself and grants to the Association and to each Dwelling Unit reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Dwelling Unit and any adjacent Common Area and between adjacent Dwelling Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

Boyd Miller 7/5/17 12:51 PM

Comment: Sections 11.1 thru 11.5 may still be exercised by CLIG and CLDG as a Special Declarant Right.

11.2 Easements for Utilities.

Boyd Miller 6/11/17 10:15 PM

Comment: Many such easements have been recorded for the property

(a) There are hereby reserved to the Declarant during the Development Period, and granted to the Association, and the designees of each (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) perpetual non-exclusive easements upon, across, over, and under all of the Properties (but not through a structure) to the extent reasonably necessary to install, replace, repair, and maintain cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, trails, ponds, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity. The Declarant and/or the Association may assign these rights to any local utility supplier, cable company, security company or other company providing a service or utility to the Properties subject to the limitations herein.

This easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any structure permitted to be constructed on a Dwelling Unit, and any damage to a Dwelling Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Dwelling Unit and, except in an emergency, entry onto any Dwelling Unit shall be made only after reasonable notice to the Owner or Resident.

Boyd Miller 7/5/17 12:51 PM

Comment: Worth noting if construction is underway.

Declarant specifically grants to the local utility suppliers easements across the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the structures on any Dwelling Unit, nor shall any utilities be installed or relocated on the Properties, except as approved by the Board or Declarant.

Boyd Miller 7/5/17 12:52 PM

Comment: This too.

(b) There is hereby reserved to the Declarant during the Development Period, the nonexclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any real estate described on Exhibits A or B.

11.3 Declarant Easements and Rights. The following easements and rights are hereby declared or reserved to the Declarant during the Development Period:

(a) An easement over any road or proposed road in the Common Area for the purpose of ingress and egress, grading and road construction, and the installation and maintenance of public and private utilities to serve all or part of the Properties, including any Dwelling Unit or any part of the Common Area.

(b) An easement to store building supplies, construction equipment, portable toilets, construction trailers and/or sales trailers and similar items on any Dwelling Unit it owns or on the Common Area as long as the same are reasonably screened.

(c) An easement to enter upon any Dwelling Unit to grade a portion of the Dwelling Unit adjacent to any street if the grading does not materially interfere with the use or occupancy of a residence built or to be built on such Dwelling Unit; however, Declarant shall be under no obligation to perform such grading or to maintain any slope.

(d) An easement to enter upon any Dwelling Unit and/or the Common Area to perform any warranty work or work necessary to secure compliance with and release from any surety obligations posted by Declarant with respect to the Properties.

(e) An easement on, over and under the Common Area or any Dwelling Unit, for the purpose of ingress and egress and the installation and maintenance of public and private utilities to serve the Properties and the Dwelling Units therein, including, but not limited to the right to lay, install, construct and maintain pipes, drains mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services necessary or advisable to provide services to any Dwelling Unit, or in the area or on the area in which the Dwelling Unit is located, together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations within a reasonable period.

(f) A right to amend any regulatory plans or subdivision plat relating to the Properties in such manner as Declarant deems advisable, including relocation of the easements or rights-of-way granted, if any such amendment is acceptable to or required by public authorities, including without limitation Greene County, having the right to approve the site plan or subdivision plat and to make any dedications and/or re-subdivisions, or grant any easements or rights-of-way necessary or desirable in connection with an amendment of the site plans or subdivision plat; however, no amendment shall materially alter the boundaries of any Dwelling Unit without the prior written consent of the Owner of that Dwelling Unit, nor shall any amendment deprive any Dwelling Unit of necessary, ordinary and reasonable vehicular and pedestrian ingress and egress from the Dwelling Unit to a public street or of storm water drainage, electrical energy, water, sanitary sewer, natural gas, telephone service or similar utilities and services to the Dwelling Unit.

(g) Each Owner, by accepting title to such Owner's Dwelling Unit, agrees to sign all easements, site plans, amendments to site plans, subdivision plats, re-subdivision plats, or record plats that Declarant may request in furtherance of Declarant's intention to develop the Properties, if the amendment is acceptable to or required by public authorities, including without limitation, Greene County. To confirm more fully Declarant's rights and powers reserved, and to secure each Owner's obligation under the first sentence of this subparagraph, each Owner, for himself and his heirs, personal representatives, successors and assigns, including the Mortgagee of any mortgage (excluding M & T), hereby appoints Declarant as Owner's true and lawful attorney in fact to execute such subsequent site plans, amendments to site plans, subdivision plats or re-subdivision plats in the Owner's place and stead.

Such power is coupled with an interest and is given to secure each Owner's obligation to Declarant, and therefore, is irrevocable. The Association, by accepting title to the Common Area, as the same may be increased or decreased in accordance with this Declaration, hereby agrees to sign all easements, deeds, other conveyances, sites plans, amendments to site plans, subdivision plats or re-subdivision plats that Declarant may request in furtherance of Declarant's intentions concerning the development of the Properties, if the above is acceptable to or required by public authorities, including without limitation, Greene County.

Boyd Miller 6/24/17 10:43 AM

Comment: During construction on CLIG lots. CLIG could exercise this right or use portions of the Additional Land.

Boyd Miller 6/17/17 2:08 PM

Comment: Could impact current Home Owner lots for construction on CLIG lots.

Boyd Miller 6/17/17 2:11 PM

Comment: Applies more to Additional Land development than to CLIG lot construction.

Boyd Miller 7/5/17 12:55 PM

Comment: The Association agrees to all easements.

Each Owner's obligation, the Association's obligation and the Declarant's power of attorney, under this subparagraph is subject to the limitations that no subdivision or re-subdivision plat shall materially alter the boundaries of any Dwelling Unit without the prior written consent of the Owner of that Dwelling Unit, nor shall any subdivision or re-subdivision deprive any Dwelling Unit of necessary, ordinary and reasonable vehicular and pedestrian ingress and egress (either directly or via easements) from the Dwelling Unit to a public street or of storm water drainage, electric, water, sanitary sewer, natural gas, telephone service or similar utilities or sewer to the Dwelling Unit.

11.4 Easements to Serve Additional Property. During the Development Period, the Declarant hereby reserves for itself and its duly authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the real estate described in Exhibit B, whether or not such real estate is made part of the Properties. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such real estate. Declarant further agrees that if the easement is exercised for permanent access to such real estate and such real estate or any portion thereof benefiting from such easement is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into, or require the owner of such benefited property to enter into, a reasonable agreement with the Association to share the cost of any maintenance which the Association provides to or along any roadway providing access to such real estate.

11.5 Easements for Cross-Drainage. The Declarant hereby reserves for itself and grants to the Association an easement across every Dwelling Unit and all Common Area for drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the existing drainage on any Dwelling Unit to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected property, the Board, and, during the Development Period, the Declarant.

11.6 Right of Entry. The Declarant hereby grants to the Association an easement of access and right, but not the obligation, to enter all portions of the Properties, including each Dwelling Unit, for emergency, security, and safety reasons. Such right maybe exercised by the authorized agents of the Association, its Board, officers, or committees, and by all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in emergencies, entry into a structure on a Dwelling Unit shall be only during reasonable hours and after notice to, and permission from, the Owner thereof Such permission shall not be unreasonably withheld or delayed. This easement includes the right to enter any Dwelling Unit to cure any condition which increases the risk of fire or other hazard if an Owner fails or refuses to cure the condition which increases the risk of fire or other hazard within a reasonable time after request by the Board, but does not authorize entry into any structure on a Dwelling Unit without permission of the Owner, except by emergency personnel acting in their official capacities.

11.7 Easements for Maintenance and Enforcement. The Declarant hereby grants to the Association and its authorized agents, a perpetual easement and right to enter all portions of the Properties, including each Dwelling Unit, to (a) perform its maintenance responsibilities under Article V, and (b) make inspections to ensure compliance with the Governing Documents. Except in emergencies, entry into a structure on a Dwelling Unit shall be only during reasonable hours and after notice to and permission from the Owner. Such permission shall not be unreasonably withheld or delayed. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owners' property, and any damage shall be repaired by the Association at its expense.

The Declarant grants to the Association an easement and the right to enter a Dwelling Unit to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition which

Boyd Miller 6/24/17 11:00 AM

Comment: Owners of Dwelling Units have protected easement rights.

Boyd Miller 6/24/17 11:00 AM

Comment: Also, refer to the May 2011 Deed of Easement between CLDG and the Association.

Boyd Miller 7/5/17 12:59 PM

Comment: The Association shall expect that any use of common area that is used as an easement to the Additional Land will exact shared costs from all such users.

Boyd Miller 7/5/17 1:00 PM

Comment: Easement rights of the Association for any emergency, safety, or security reasons to enter Dwelling Units.

Boyd Miller 6/24/17 11:05 AM

Comment: This includes the mowing contractor, MSC, and any inspections or work authorized by the Association.

violates the Governing Documents. All costs incurred, including reasonable attorneys' fees, shall be assessed against the violator as a Benefited Assessment.

11.8 Easements for Exterior Landscaping and Maintenance. The Declarant hereby grants to the authorized agents of the Association the right to enter upon those portions of the Dwelling Unit outside of the home thereon to furnish services required or permitted to be furnished by the Association hereunder or under any Supplemental Declaration. Any damage caused by the exercise of this Easement shall be repaired by the Association at its expense.

11.9 Rights to Storm water Runoff, Effluent and Water Reclamation. Declarant hereby reserves for itself and its designees all rights to ground water, surface water, storm water runoff, and effluent located or produced within the Properties, and each Owner agrees, by acceptance of a deed to a Dwelling Unit, that Declarant shall retain all such rights. Such rights shall include the reservation of an easement over the Properties for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff, and effluent. This Section may not be amended without the consent of the Declarant or its successor, and the rights created in this Section shall survive termination of this Declaration.

11.10 Ingress Egress Easement. Subject to the obligation of the Association to maintain it, as set forth herein, Declarant hereby grants to each Resident, such Resident's guests and invitees, a nonexclusive right and easement over that certain 50' ingress/egress easement created by Deed of Dedication and Easements recorded in Deed Book 952, at page 239 and shown on Plat Cards 3701, 3702, 3703 and 3704 and conveyed to NCD by Deed recorded in Book 1008, Page 295 of the Land Records of Greene County, Virginia. Such right and easement is not granted to the exclusion of Declarant, its employees, contractors and subcontractors, which right and easement Declarant expressly reserves.

ARTICLE XII

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Dwelling Units in the Properties. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

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

(a) Any condemnation loss or any casualty loss which materially affects a material portion of the Common Area;

(b) Any delinquency in the payment of assessments or Charges owed by a Dwelling Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Declaration or Bylaws relating to such Dwelling Unit or the Owner or Resident which is not cured within sixty (60) days; or

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

(d) Any lien placed on a Dwelling Unit by the Association.

Boyd Miller 6/17/17 2:32 PM
Comment: Comes with being a CIC with rules and regulations.

Boyd Miller 6/17/17 2:34 PM
Comment: This includes mowing by the Association.

Boyd Miller 7/5/17 1:03 PM
Comment: Not so pertinent for Phase One, but could be used with the Additional Land

Boyd Miller 6/24/17 11:10 AM
Comment: The easement is by title to all Owners. The Builder/Developer is also asserting their easement rights.

Boyd Miller 6/24/17 11:14 AM
Comment: This Article applies to all 144 lots in the Association that have a mortgage, including CLIG. MSC is charged with taking the actions required.

12.2 No Priority. No provision of this Declaration or the Bylaws gives, or shall be construed as giving, any Owner or other party priority over any rights of the first mortgagee of any Dwelling Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

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

ARTICLE XIII

SPECIAL DECLARANT RIGHTS

13.1 Special Declarant Rights. The Declarant reserves the following rights and powers ("Special Declarant Rights"):

(a) The rights and powers designated herein as being rights and powers of the Declarant to be exercised during the Development Period, and in some cases thereafter, including, without limitation, the following:

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

(ii) To add or withdraw real property from the terms of this Declaration as provided in Article VII;

(iii) To maintain sales offices, management offices, signs advertising sales on the property described on Exhibits A and B, as set forth in Section 13.3;

(iv) To use and exercise those easements and other reserved rights set forth in Section 13.4;

(v) To use easements through the Common Area for the purpose of making improvements within the real property described on Exhibits A and B, as set forth in Section 13.5;

(vi) To use the Common Area for special events as set forth in Section 13.8 without the payment of any fee or charge;

(vii) To exercise architectural controls, as set forth in Article IX; and

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

(b) The rights and powers designated herein as being rights and powers of the Declarant to be exercised during the Declarant Control Period including, without limitation, the right and power to appoint and remove any director or officer of the Association as provided in the Bylaws.

13.2 Transfer of Special Declarant Rights.

(a) Assignment. The Declarant may assign any Special Declarant Rights, or other special rights and obligations of the Declarant set forth in this Declaration or the Bylaws to any affiliate of the Declarant or a Builder, or Declarant may allow any affiliate of the Declarant or a Builder to exercise such rights on behalf of the Declarant. The method of exercising such rights shall be subject to the

Boyd Miller 6/24/17 11:15 AM

Comment: KHov assigned these rights to CLIG and CLDG on May 17, 2011, as recorded in Greene County along with the right to further transfer them.

agreement of the parties thereto, which shall not require recordation in the Public Records.

(b) Transfer. Any or all of the Special Declarant Rights, or any of the other special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred in whole or in part to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the Bylaws. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

13.3 Models, Sales Offices and Management Offices. During the Development Period and for the period of twelve (12) months thereafter, the Declarant and Builders authorized by Declarant, may maintain and carry on upon any Dwelling Unit owned by Declarant or a Builder or any portion of the Common Area such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Dwelling Units or other real estate, including, but not limited to, business offices, signs, model units, marketing trailers, and sales offices. The Declarant and authorized Builders shall have easements for access to and use of such facilities. Except as provided below, the Declarant's or Builder's right to use the Common Area for purposes stated in this paragraph shall not be exclusive and shall not unreasonably interfere with use of such Common Area by Owners. Without limiting the foregoing, the Declarant expressly reserves to itself an exclusive easement to use a portion of the recreational facility as a sales office during the period provided for above.

Boyd Miller 6/24/17 11:21 AM
Comment: CLIG, or their Builder, could elect to do these.

Boyd Miller 6/24/17 11:22 AM
Comment: Worth noting the right to use the Clubhouse.

13.4 Construction of Improvements/Removal of Property. The Declarant and its employees, agents and designees shall also have a right and easement during the Development Period over and upon all of the Common Area for the purpose of (a) making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion or (b) removing peat moss, dirt, gravel, trees, bushes, or other landscaping, and other material as the Declarant deems appropriate in its sole discretion. The Declarant shall not be obligated to pay or otherwise account to the Association for any material removed from the Common Area under (b) above.

Boyd Miller 6/24/17 11:24 AM
Comment: This would allow for removal and replacement within the Common Area.

13.5 Other Covenants Prohibited. During the Development Period, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's prior written consent. Any instrument recorded without such consent shall result in such instrument being void and of no force and effect unless subsequently approved in writing by the Declarant and recorded in the Public Records.

13.6 Master Planned Community. Each Owner, by accepting title to a Dwelling Unit and becoming an Owner, and each other Person, by acquiring any interest in the Properties, acknowledges awareness that Four Seasons is a master planned community, the development of which is likely to extend over many years, and agrees not to protest or otherwise object to (a) zoning or changes in zoning or to uses of, or changes in density of, the Properties (other than within said Owner's Dwelling Unit) during the Development Period, or (b) changes in any conceptual or master plan for the Properties, including, but not limited to, the Master Plan (other than within said Owner's Dwelling Unit); provided, such revision is or would be lawful (including, but not limited to, lawful by special use permit, variance or the like) and is not inconsistent with what is permitted by the Declaration (as amended from time to time).

Boyd Miller 6/14/17 10:24 AM
Comment: It has already been many years.

Boyd Miller 6/24/17 11:27 AM
Comment: The amended DCCR and Greene County SR zoning strongly favor development in favor of current residents.

13.7 Equal Treatment. During the Development Period, the Association shall not, without the prior written consent of the Declarant, adopt any policy, rule or procedure that:

(a) Limits the access of the Declarant, its successors, assigns and/or affiliates or their personnel and/or guests, including visitors, to the Common Area;

(b) Limits or prevents the Declarant, its successors, assigns and/or affiliates or their personnel from advertising, marketing or using the Association or its Common Area in promotional materials;

Boyd Miller 6/14/17 10:28 AM
Comment: Reasonable limits on the Association.

(c) Limits or prevents purchasers of new residential housing constructed by the Declarant, any Builder, their successors, assigns and/or affiliates in Four Seasons from becoming Members of the Association or enjoying full use of its Common Area, subject to the membership provisions of this Declaration and the Bylaws;

(d) Impacts the ability of the Declarant, its successors, assigns and/or affiliates, to carry out to completion its development plans and related construction activities for Four Seasons, as such plans are expressed in the Master Plan, as such may be amended and updated from time to time. Policies, rules or procedures affecting the provisions of existing easements established by the Declarant and limiting the establishment by the Declarant of easements necessary to complete Four Seasons shall be expressly included in this provision. Easements that may be established by the Declarant shall include but shall not be limited to easements for development, construction and landscaping activities and utilities; or

(e) Impacts the ability of the Declarant, its successors, assigns and/or affiliates to develop and conduct customer service programs and activities in a customary and reasonable manner.

The Association shall not exercise its authority over the Common Area (including, but not limited to, any traffic controlled entrances and other means of access to the Properties or the Exhibit B property) to interfere with the rights of the Declarant set forth in this Declaration or to impede access to any portion of the Properties or the Exhibit B property over the streets and other Common Area within the Properties.

Boyd Miller 6/24/17 11:30 AM

Comment: Association may not take measures to impede further development of the Property.

13.8 Right to Use Common Area for Special Events. During the Development Period, the Declarant shall have the right to use all Common Area, including recreational facilities, to sponsor special events for business, charitable, philanthropic, political, or marketing purposes as determined by the Declarant in its sole discretion. Any event described in this Section shall be subject to the following conditions:

(a) the availability of the facilities at the time a request is submitted to the Association;

(b) the Declarant shall pay all costs and expenses incurred and shall indemnify the Association against any loss or damage resulting from the special event; and

(c) the Declarant shall return the facilities and personal property owned by the Association and used in conjunction with the special event to the Association in substantially the same condition as existed prior to the special event.

Boyd Miller 7/5/17 1:10 PM

Comment: Could be used by CLDG, especially with the Clubhouse while the Association is managing it.

The Declarant shall have the right to assign the rights contained in this Section 13.8 to charitable organizations or foundations selected by the Declarant. The Declarant's right to use the Common Area for special events shall be enforceable by injunction, by any other remedy in law or equity, and by the terms of this Declaration.

13.9 Sales By Declarant. Notwithstanding the restriction set forth in Section 2.6, Declarant reserves the right to sell Dwelling Units to Persons between the ages of 45 and 55 years of age, inclusive; provided, such sales shall not affect Four Season's compliance with all applicable state and federal laws under which the Properties may be developed and operated as an age-restricted community.

Boyd Miller 7/5/17 1:10 PM

Comment: This would apply to the CLIG lots. The 2011 Amendment to the DCCR does commit the Additional Land to be developed as active adult, as it is zoned SR.

ARTICLE XIV

DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

14.1 Prerequisites to Actions Against Declarant. Prior to any Owner or the Association filing a civil action, undertaking any action in accordance with Section 14.4, or retaining an expert for any such action against Declarant or any Builder or subcontractor of any portion of Four Seasons, the Owner or the Board, as appropriate, shall notify and meet with the Members to discuss the alleged problem or deficiency. Moreover, prior to taking any action, the potential adverse party shall be notified of the alleged problem or deficiency and provided reasonable opportunity to cure the problem.

14.2 Consensus for Association Litigation. Except as provided in this Section and after the Declarant Control Period, the Association shall not commence a judicial or administrative proceeding without first providing at least twenty-one (21) days written notice to its Members of a special meeting to consider such proposed action. Taking such action shall require the vote of Owners of seventy-five percent (75%) of the total number of Dwelling Units in the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the Governing Documents (including, without limitation, the collection of assessments and the foreclosure of liens); (b) counterclaims brought by the Association in proceedings instituted against it; or (c) actions to protect the health, safety, and welfare of the Members. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

14.3 Alternative Method for Resolving Disputes. Declarant, the Association, and their respective officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Properties, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances, or disputes described in Section 14.4 ("Claims") shall be resolved using the procedures set forth in Section 14.5 in lieu of filing suit in any court.

14.4 Claims. Unless specifically exempted below, all Claims arising out of or relating to the interpretation, application, or enforcement of the Governing Documents, or the rights, obligations, and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Properties shall be subject to the provisions of Section 14.5.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not constitute a Claim and shall not be subject to the provisions of Section 14.5:

(a) any suit by the Association against any Bound Party to enforce the provisions of Article VIII;

(b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article VII and Article XIII;

(c) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

(d) any suit by an Owner concerning the aesthetic judgment of the Modifications Committee, the Association, or Declarant pursuant to their authority and powers under Article IX;

(e) any suit in which any indispensable party is not a Bound Party; and

(f) any suit as to which any applicable statute of limitations would expire within ninety (90) days of giving the Notice required by Section 14.5(a), unless the party or parties against whom the Claim is

Boyd Miller 6/16/17 6:08 PM

Comment: Every effort should be made to inform all Members and to resolve any issue before taking legal action.

Boyd Miller 6/16/17 6:13 PM

Comment: Non-routine Judicial or administrative proceedings by the Association requires approval by 75% of the Members.

Boyd Miller 6/16/17 6:24 PM

Comment: All effort must be made to avoid litigation. The Claims in 14.4 shall use the procedures in 14.5.

Boyd Miller 7/5/17 1:13 PM

Comment: Continued non-payment of assessments can result in a lien placed on a Dwelling Unit.

made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 14.5.

14.5 Mandatory Procedures.

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and Respondent's role in the claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) Claimant's proposed remedy; and

(iv) that Claimant will meet with Respondent to discuss good faith ways to resolve the Claim.

(b) Negotiation and Mediation. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

If the Parties do not resolve the claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of an independent agency providing dispute resolution services in the Greene County, Virginia area.

If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined by the mediator, the mediator shall issue a written notice of termination of the mediation proceedings. The notice of termination of mediation shall set forth that the Parties are at an impasse and the date that mediation was terminated.

14.6 Allocation of Costs of Resolving Claims. Each Party shall bear its own costs, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator.

14.7 Enforcement of Resolution. After resolution of any Claim through negotiation or mediation, if any Party fails to abide by the terms of any agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in Section 14.5. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one (1) non-complying Party, from any or all of such Parties, such Parties being jointly and severally liable for the same, with no bar to the recovery by any such Party for the pro rata share of another, as between such Parties) all costs incurred

Boyd Miller 7/5/17 1:15 PM
Comment: This is how the Covenants Committee needs to proceed on dealing with violations.

Boyd Miller 6/24/17 11:44 AM
Comment: Always the best solution.

Boyd Miller 6/24/17 11:45 AM
Comment: Reasonable.

in enforcing such agreement, including, without limitation, attorneys' fees and court costs.

14.8 Attorneys' Fees. In the event of an action instituted to enforce any of the provisions contained in the Governing Documents, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs, including administrative and lien fees, of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a Benefited Assessment with respect to the Dwelling Unit(s) involved in the action.

ARTICLE XV

CONDOMINIUM AND OTHER HOMEOWNERS ASSOCIATIONS

15.1 In General. Declarant may determine, in its sole discretion, that it is necessary or appropriate to have a portion of the Properties administered by a condominium or non-condominium homeowners association which is separate and apart from the Association hereunder. An example of a situation where the Declarant may create a separate homeowners association to administer a portion of the Properties is where the homes which are made part of the Properties will require services which are quantitatively or qualitatively different than those which will be furnished by the Association hereunder with respect to the Common Area. For purposes hereof, any separate declaration which is recorded against a portion of the Properties shall be referred to herein as a "Local Area Declaration" and the association which administers the real estate which is subject to the Local Area Declaration shall be referred to herein as a "Local Area Association".

Boyd Miller 7/5/17 1:20 PM

Comment: This was always an option (e.g., attached villas). HC Land leveraged 15.1 so as to create new homeowner declarations that could still be absorbed into Exhibit A as "Local Area Associations" or could stand alone with a Master Association being formed.

15.2 Relationship of the Association and the Local Area Associations. It is intended that each Local Area Association shall operate independent of the Association hereunder. Thus, to the extent that a Local Area Association is granted the power and authority to maintain Dwelling Units or portions of the Properties which serve Dwelling Units, the Association hereunder shall not be obligated to maintain such areas or furnish such services. However, nothing herein shall be deemed to restrict or limit the right of the Declarant or the MC to approve Regulated Work as provided in Article IX.

ARTICLE XVI

GENERAL PROVISIONS

16.1 Term. Unless otherwise provided by Virginia law, in which case such law shall control, this Declaration shall run with the land for a period of twenty-five (25) years and shall be automatically extended for successive periods of twenty-five (25) years each unless terminated as hereinafter set forth. This Declaration may be terminated only by an instrument signed by Owners of at least sixty-six and two thirds percent (66-2/3%) of the total Dwelling Units within the Properties and, during the Development Period, the Declarant, which instrument is recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

Boyd Miller 6/24/17 11:49 AM

Comment: If a new Local Area association joins the Association, the Design Guides would apply in addition to the rules for the Local Area association .

Boyd Miller 6/24/17 11:57 AM

Comment: The Owner of any unsold CLIG lot(s) would also have the right to sign such instrument. This will require 96 signatures.

16.2 Amendment. Prior to the conveyance of the first Dwelling Unit to an Owner, Declarant may unilaterally amend this Declaration. After the conveyance of any Dwelling Unit to a Home Owner, other than amendments which may be executed unilaterally by the Declarant during the Development Period in the exercise of its Development Rights, or amendments executed by the Association, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of sixty-six

and two thirds percent (66-2/3%) of the total votes in the Association, and the consent of the Declarant during the Development Period.

During the Development Period, the Declarant may unilaterally amend this Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination, (ii) to enable any reputable title insurance company to issue title insurance coverage on the Dwelling Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example the Fannie Mae or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Dwelling Units; (iv) to enable any reputable private insurance company to insure mortgage loans on the Dwelling Units; (v) to satisfy the requirements of any local, state or federal governmental agency for the development, marketing, and sale of Dwelling Units or (vi) to correct errors, or resolve inconsistencies or ambiguities in this Declaration or any Exhibit hereto or any Supplemental Declaration.

Boyd Miller 7/5/17 1:23 PM

Comment: Only Home Owners have voting rights per the 2011 Amendment to the DCCR. As of 2017, this is 80 votes. It will increase as the CLIG Dwelling Units have Home Owners.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Amendments to this Declaration shall be prepared, executed, recorded and certified by the President of the Association.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant during the Development Period.

Boyd Miller 6/24/17 12:00 PM

Comment: The 2011 amendment to this DCCR may not be amended, altered, modified, changed or waived without the consent of all parties. So any amendment should be evaluated for any possible changes to that amendment.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.
Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within one (1) year of its effective date or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

16.3 Amendment of Age Restriction Provisions. Notwithstanding any provisions contained herein to the contrary, in the event that the Declaration is amended in any manner that would cause Four Seasons at Charlottesville to be operated as other than an age-restricted community, the Association shall be liable to pay to Greene County, upon demand, an amount equal to any school or other infrastructure fees that would be chargeable against the Dwelling Units within the Properties if such Units were then approved for development as a non-age-restricted community. If the Association does not promptly pay such fees to Greene County, Greene County shall be entitled to a judgment against the Association in the amount of such fees and any such judgment shall include court costs and reasonable attorney's fees.

Boyd Miller 6/16/17 5:42 PM

Comment: Association would need to pay Greene County if children were permitted.

16.4 Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

16.5 Cumulative Effect; Conflict. The provisions of this Declaration shall be cumulative with any additional covenants and restrictions provided for in any Supplemental Declaration, and the Association may, but shall not be required to, enforce such additional covenants and restrictions. Nothing herein shall preclude any Supplemental Declaration or other recorded covenants and restrictions applicable to any portion of the Properties from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration, and the Association shall have the standing and authority to enforce the same.

Boyd Miller 7/5/17 1:28 PM

Comment: While this holds for the Association even as a member of a MA, it does not preclude Home Owners from experiencing more restrictive provisions beyond the Phase One DCCR.

16.6 Use of the Words "Four Seasons". No Person shall use the words "Four Seasons" or any derivative

in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the term' "Four Seasons" in printed or promotional matter where such term is used solely to specify that particular property is located within "Four Seasons" and the Association shall be entitled to use the words "Four Seasons" in its name.

16.7 K. Hovnanian Marks. Any use by the Association of names, marks or symbols of K. Hovnanian Companies or any of its affiliates (collectively "K. Hovnanian") shall inure to the benefit of K. Hovnanian and shall be subject to K. Hovnanian's periodic review for quality control. The Association shall enter into license agreements with K. Hovnanian, terminable with or without cause and in a form specified by K. Hovnanian in its sole discretion, with respect to permissive use of certain K. Hovnanian marks. The Association shall not use any K. Hovnanian mark without K. Hovnanian's prior written consent.

16.8 Compliance. Every Owner and Resident of any Dwelling Unit shall comply with the Governing Documents.

Boyd Miller 6/24/17 12:05 PM
Comment: Definitely.

16.9 Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to his or her Dwelling Unit shall give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Subject to Virginia law, the transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Dwelling Unit, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

Boyd Miller 6/16/17 5:53 PM
Comment: MSC takes care of this for the Board.

16.10 Attorneys' Fees. In the event of an action instituted .to enforce any of the provisions contained in the Governing Documents, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs, including administrative and lien fees, of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a Benefited Assessment with respect to the Dwelling Unit(s) involved in the action.

Boyd Miller 6/16/17 6:04 PM
Comment: This paragraph is a repeat of 14.8 above.

[SIGNATURE, ACKNOWLEDGMENT AND NOTARY CLAUSES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties constituting the Declarant have executed this Declaration this 11th day of January, 2007.

DECLARANT:
North Charlottesville Development LLC
By: CN Terra Nova Holdings, LLC its sole member
By: Michael Sloan, Authorized Signatory CN Terra Nova Holdings, LLC, the sole member of North Charlottesville Development, LLC.

DECLARANT:
K. Hovnanian's Four Seasons at Charlottesville, L.L.C.
By: K. Hovnanian Developments of Virginia, Inc.
By: Mark D. Stemen, President of K. Hovnanian Developments of Virginia, Inc., as Manager of K. Hovnanian's Four Seasons at Charlottesville, L.L.C.

EXHIBIT A
to
Declaration of Covenants, Conditions and Restrictions
Four Seasons at Charlottesville

The Properties

I. Dwelling Units: Lots One (1) through Seventy-Seven (77), inclusive, Lots Two Hundred Eighty-Two (282) through Two Hundred Ninety-Eight (298), inclusive, Lots Three Hundred Four (304) through Three Hundred Twenty-Eight (328), inclusive, Lots Three Hundred Forty-Five (345) through Three Hundred Fifty-Six (356), inclusive, and Three Hundred Fifty-Nine (359) through Three Hundred Sixty-Three (363), inclusive, Four Seasons Phase I, as the same are duly dedicated, platted and recorded by Deed of Subdivision and Easement recorded among the Land Records of Greene County, Virginia in Book 1014, Page 300 et seq. and corresponding Plats recorded as Instrument No. 0601900, Plat Cards 3875 through 3891.

Lots Seventy-Eight (78), Seventy-Nine (79), Eighty (80), Three Hundred Fifty-Seven (357), Three Hundred Fifty-Eight (358), Three Hundred Ninety-Four (394), Three Hundred Ninety- Five (395), and Five Hundred Thirty-Six (536), Four Seasons Phase I, as the same is duly dedicated, platted and recorded by Deed of Subdivision and Easement recorded among the Land Records of Greene County, Virginia in Deed Book 1014, Page 300 et seq. and corresponding Plats recorded as Instrument No. 0601900, Plat Cards 3875 through 3891.[7]

II. Common Area: Parcel lettered A (expressly including the private streets identified as Greenecroft Boulevard, John Rucker Drive, Four Seasons Drive, Prestwood Drive and Mistland Trail included within the boundaries of said Parcel A), Four Seasons Phase I, as the same is duly dedicated, platted and recorded by Deed of Subdivision and Easement recorded among the Land Records of Greene County, Virginia in Deed Book 1014, Page 300 et seq. and corresponding Plats recorded as Instrument No. 0601900, Plat Cards 3875 through 3891.

Note: With the addition of the lots in the 2010 Supplemental Declaration, Stodghill Drive is also added to the Common Area as it is clearly part of Parcel A as recorded in the Land Records of Greene County.

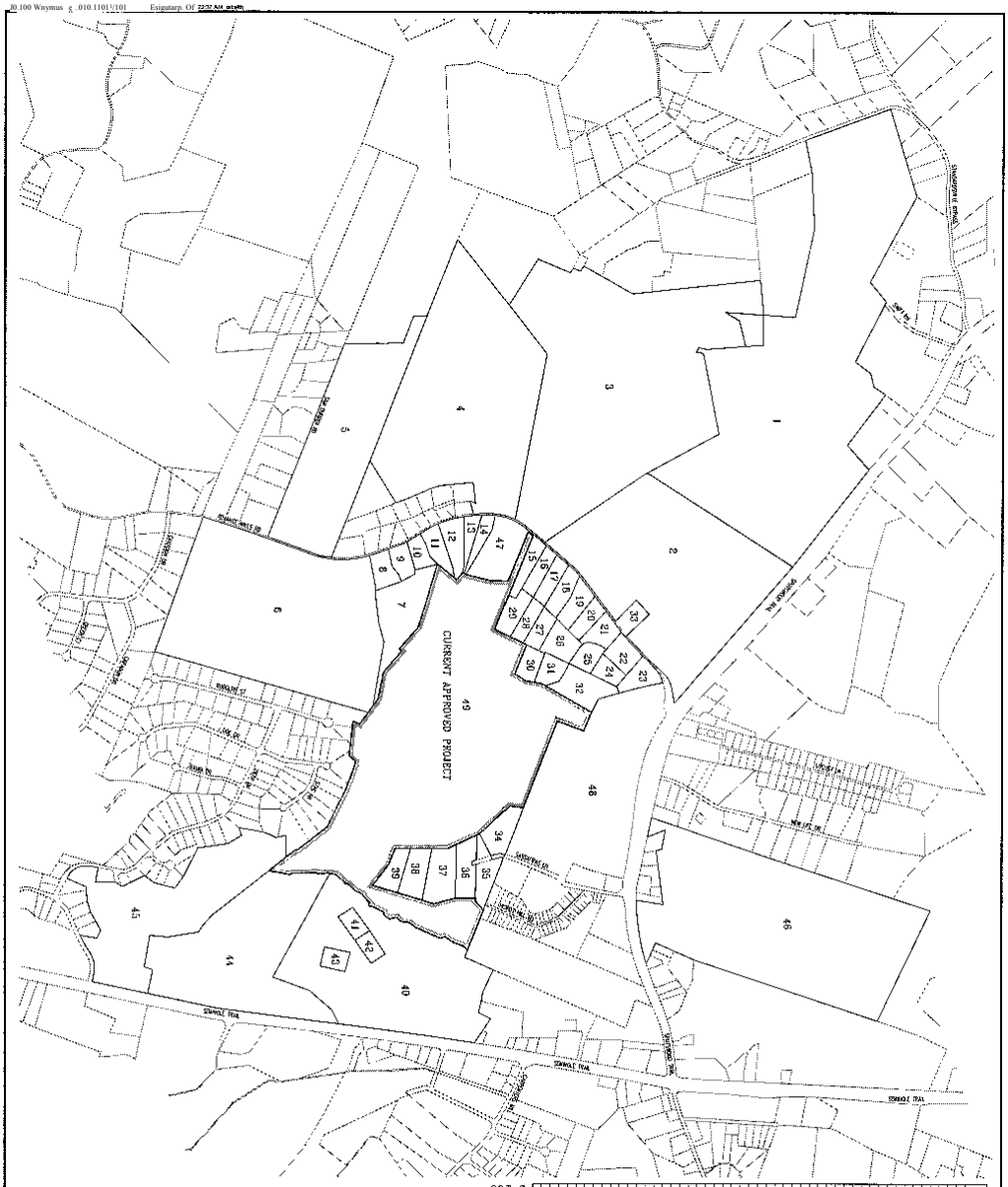
[7] *Additional lots submitted to the Declaration per Supplemental Declaration dated Feb 12, 2010, and filed on Feb 26, 2010 in Greene County.*

EXHIBIT B

to
Declaration of Covenants, Conditions and Restrictions
Four Seasons at Charlottesville

Description of Additional Real Estate

That portion of the real property described as "Current Approved Project" and identified as parcel 49 to the extent not described on Exhibit A to the Declaration, and those parcels of land identified by numbers 1 through 48 on the attached Vicinity Exhibit, Four Seasons, prepared by Urban Engineering & Associates, Inc.


CURRENT APPROVED PROJECT
STANOLT TRAIL
SINGERTOWN ROAD
SMITH RD
W. CEDAR RD
SUNSHINE DR
LOG DR
MAIN ST
MAIN ST
MAIN ST
SUNSHINE DR
SUNSHINE DR
SUNSHINE DR