

APPALACHIAN TITLE COMPANY, INC.

P.O. BOX 564
STUART, VA 24171

REPORT OF TITLE

TO: _____
Virginia Parkway Estates
Limited Partnership

RE: **Mill Creek Subdivision** – Being a portion of property acquired in Deed Book 292, page 539, and Deed Book 292, page 542, lying and being in the Dan River Magisterial District of Patrick County, Virginia.

The undersigned hereby reports that based on an examination of the public land records of the Patrick County Circuit Court Clerk's Office as well as the tax records contained in the respective applicable offices of the Treasurer and Commissioner of Revenue, I am of the opinion that, subject only to the liens, encumbrances, and other objections hereinafter noted, the marketable fee simple title to the real property described above is, as of the date and time of this report, vested as indicated above, is free of material objections of record, save and except the following, to-wit:

1. Restrictive Covenants for Mill Creek within the Seven Springs, dated May 15, 2005, of record as Instrument Number 050001610.
2. Easement to Appalachian Power Company dated August 7, 2008, of record as Instrument Number 080002820.
3. Easement to Appalachian Power Company dated November 21, 1995, of record in Deed Book 311, page 583.
4. Easement to the Commonwealth of Virginia dated September 27, 1995, of record in Deed Book 309, page 923.
5. Easement to the Commonwealth of Virginia dated October 3, 1994, of record in Deed Book 303, page 359.

This Report of Title is for the sole and exclusive use of VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP and is not transferable and shall not be used by any other person or entity without the prior written consent of the undersigned. The following are general exceptions and exclusions from this title opinion: Mechanic's liens covering labor performed or materials furnished for any buildings on said property within a period of one hundred twenty (120) days prior to the date of this report. Any inaccuracies and discrepancies, which an accurate survey and inspection of the premises might disclose. Accuracy of surveys and descriptions, boundary lines, or acreage within recorded descriptions and subject to any errors in the records or the indexing thereof as may be revealed in said Clerk's Office. Possession or unrecorded leases.

Federal judgments and proceedings filed only in Federal Courts. Any matters, which may defeat or impair title which do not appear on the record. Matters occurring prior to and subsequent to the inclusive dates of this examination. The undersigned expressly excludes giving any opinion that the owners and their predecessors or collaterals in title are in compliance with any local, county, state or federal governmental law or regulations relative to zoning, subdivision, occupancy, use, construction, development and environmental hazards and restrictions, including but not limited to radiation and hazardous material on this property and all environmental regulations now in effect or hereafter in effect that may affect the use and enjoyment of this property as applied by any governmental body or agency. This title opinion is based on a search of the above records covering a period of time from **December 17, 1947 at 2:40 p.m. until October 12, 2016 at 9:00 a.m.** and this opinion covers that time period only.

APPALACHIAN TITLE COMPANY, INC.

By: Carmen N. Puckett
CARMEN N. PUCKETT

5/31/05 Del. To: Eddie Howard

COMMONWEALTH OF VIRGINIA)
COUNTY OF PATRICK) ss:

0501610

DECLARATION OF
RESTRICTIVE COVENANTS FOR
MILL CREEK WITHIN
THE SEVEN SPRINGS

KNOW ALL MEN BY THESE PRESENTS that whereas VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP (the "Declarant") on this 15th day of May, 2005, is the owner of all of the lots within the subdivision known as MILL CREEK ("the "Development") within the development known as THE SEVEN SPRINGS (the "Master Development") located within the County of Patrick and the Commonwealth of Virginia. The MILL CREEK properties are portrayed on the following plat of survey:

"Mill Creek at the Seven Springs", as prepared by L. J. Quesenberry, L.S., dated May __, 2005, recorded on May __, 2005 in the Clerk's Office for the County of Patrick, Commonwealth of Virginia, as Instrument # _____ in Plat Cabinet __, Slide ____.

For the benefit of the Property and the owners and to enhance and protect the values, the Declarant desires to create and maintain a harmonious development by the imposition of protective and beneficial covenants, restrictions, conditions and easements upon the future owners of all MILLCREEK lots and to provide for the preservation and maintenance of Common and Recreation Areas (and, where applicable, Well Rights) within THE SEVEN SPRINGS, all of which are shown on the various Surveys of the various Developments within the Master Development.

This Declaration shall replace the existing Declarations dated March 1, 1996, recorded in the Clerk's Office of Patrick County on May 30, 1996 as Instrument #1108 in Deed Book 314, Page 84.

The Declarant hereby covenants and agrees, for itself and its successors and assigns, with all persons, entities and other parties as shall hereafter acquire title to lots within the aforesaid Development, that all of the said lots are hereby subjected to the following restrictions and those contained in the By-Laws, Rules and Regulations of the Association (as hereinafter identified) to be appurtenant to and to run with and benefit all of the lots in said Development, by their respective successors and assigns or by whomsoever owned.

1. USE OF LOTS: All lots shall be used only for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses. One secondary guest cottage shall be permitted on each lot; however, any such guest cottage shall not be used as a permanent residence or for commercial purposes. No all-terrain vehicle (ATV) shall be used within either the Development or The Seven Springs and there shall be no hunting or discharge of any firearm within. No Lot shall be timbered except for normal widening of interior roadways, areas required for the construction of residences and reasonably adjacent yard areas and for reasonable views.

2. SUBDIVISION OF LOTS: No lot subject to this Declaration shall be subdivided, except that any two lot owners may subdivide a lot which lie between their lots, but only one residence shall be built on each combined lot so that all residences are situated on a lot of no less than two acres.

3. **DWELLING AND USE RESTRICTIONS:** Any dwelling house built in this Development after the date hereof shall contain at least 1,200 square feet of heated living area and be new, stick-built and constructed upon the premises and shall comply with all State, County and local building standards and codes, including specifically those standards for plumbing, septic and electrical work. Single- and double-wide mobile homes and manufactured homes are specifically prohibited. All buildings, including dwelling houses and outbuildings, shall be constructed of natural wood, stone or brick materials, including but not limited to brick, stone, log, clapboard, shingle, or high-quality composite materials with the same appearance as natural wood materials. In no event shall aluminum, vinyl siding or cinder block be used on any dwelling house or outbuilding, nor shall exposed cinder block foundations be permitted. Owners shall not alter the rate or direction of the flow of water from or across any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas. No building may be closer than thirty feet from the road easement and all Lot lines. All fuel tanks shall be housed out of view from other properties. No signs or billboards shall be maintained except for conventional "for sale" signs of usual size.

4. **UTILITY EASEMENTS:** There are reserved rights of access across the twenty feet of every Lot measured from the edge of each road right of way adjoining each lot. Such rights are reserved to the Declarant, the Association and such public and private utilities as are granted rights including, but not limited to, electricity, telephone and related purposes and, where applicable, for sewer and water distribution including for the maintenance, repair and replacement thereto and maintenance of the roadway slopes and shoulders.

5. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided they are not permitted to live outside or otherwise become a nuisance to the neighborhood. Any property owner who owns five or more adjacent acres may petition the Declarant or Association for permission to maintain horses and, if granted, shall be subject to all conditions as may be conditioned and imposed thereupon.

6. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be allowed to become littered or appear to be maintained as a dumping ground for refuse or rubbish. All trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be regularly emptied, cleaned and kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on, in or upon the premises.

7. **PARKING:** Cars, other vehicles and boats shall be parked in locations in the garage or near to the dwelling so as to not appear unsightly. Maintenance or repair of vehicles shall only be within the garage or upon the driveway near to the dwelling. The parking of wrecked, junked, disabled or otherwise unlicensed vehicles or industrial or construction equipment shall not be permitted upon any lot. Where adequate width of roadway is available, guest parking only shall be allowed upon the minor cul-de-sac roadway adjacent to any lot. No discarded automobile parts or other discarded material, waste or rubbish shall be permitted to remain on any lot.

8. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently (except a possible marketing/sales office by Declarant). Campers and recreational vehicles may be used for temporary camping purposes but in no event shall any camper or recreational vehicle be connected to any permanent or semi-permanent electrical connection, septic connection, or other utility service connection of any kind. No camper or recreational vehicle of any kind shall be permitted to remain upon any lot for more than six months.

9. **OWNERS' ASSOCIATION:** For the purposes of the maintenance and operation of the Common Areas and Wells rights, if applicable, the *Seven Springs Property Owners Association, Ltd.* (the "Association") has been organized as a non-stock corporation association organized, licensed and in good standing with Commonwealth of Virginia and also its Office of Professional and Occupational Registration. The owner(s) of each lot, by acceptance of a deed, shall collectively constitute one member of the Association and its successors and assigns. Membership in the Association shall be subject to the By-Laws and Rules and Regulations set forth on Exhibit A attached to and made a part hereof as if set forth herein and specifically including all land use provisions and easements provided therein.

10. **RIGHTS TO PRIVATE ROADS:** Every owner shall have a non-exclusive right and easement of access and enjoyment and be burdened by similar rights of other property owners in and to the private roads and common areas, if any, which shall be appurtenant to their lots and those which provide access from public roads. Such access rights shall pass with the title for every lot subject to the provisions of this Declaration and referred to recorded Subdivision Survey.

11. **TITLE TO PRIVATE ROADS:** The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the private roads and common areas, if any, shown in the aforementioned recorded Surveys, and all subsequent Surveys which will portray access from the property owners' lot to the public road(s), as well as those roads and common areas, if any, which are part of this Development as those portions may be annexed in the future. Some of the lots may include property lying within the roadways and such roadway property shall be the subject of reciprocal non-exclusive rights as set forth in paragraph 9.

12. **RIGHT OF MODIFICATION:** The Declarant has developed The Seven Springs and this Development pursuant to a master or general plan of development, and does not currently intend to materially modify such plan. However, the Declarant reserves to itself and to its successors and assigns, the right to cancel, modify or change any of the above restrictions by one or more amendments as may hereafter be recorded in the Clerk's Office of Patrick County, Virginia.

13. **APPLICABLE PERIOD:** The foregoing covenant, restrictions and conditions shall remain in full force and effect, unless sooner changed in accordance with Paragraph 14 herein, for thirty (30) years from the date hereof, at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of five (5) years each unless by a vote of a majority of the then-owners of the lots it is agreed to change or extend the said covenants in whole or in part.

14. **DELEGATION AND ASSIGNABILITY:** Declarant shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant. Further, notwithstanding any other provision contained herein to the contrary, Declarant shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to the private roads and common areas, if any (and common well, if applicable); provided, however, that any transferee, grantee or assignee shall be deemed to have legally assumed the same. In the event of any such sale, transfer or conveyance, Declarant shall not be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Declarant's obligations under these covenants as shall arise after such sale, transfer or conveyance.

15. **INTERPRETATION:** No captions or titles in this Declaration shall be considered in the interpretation of any of the provisions hereof.

16. **CONFLICT:** In case of conflict between any of the foregoing provisions and any zoning ordinance (or exceptions thereto which may lawfully be made by the relevant zoning board) or laws which may now be in effect, or which may hereafter be enacted, such zoning ordinances or laws shall control, if such laws are more restrictive than provided herein.

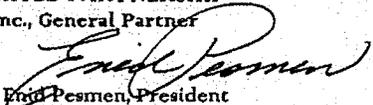
17. SEVERABILITY: Invalidation of anyone of these covenants, restrictions, or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the President of VPE, Inc., General Partner of Declarant, has hereto set her hand, by authority duly given this the 15th day of May, 2005.

VIRGINIA PARKWAY ESTATES
LIMITED PARTNERSHIP

By: VPE, Inc., General Partner

By:


Enid Pesmen, President

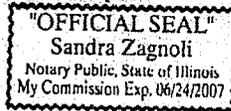
STATE OF ILLINOIS)

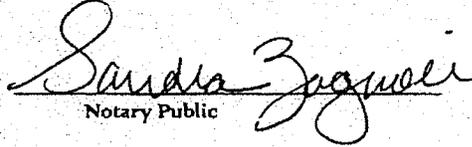
) ss:

LAKE COUNTY)

On this, the 15th day of May, 2005, I, Sandra Zagnoli, a duly authorized notary public of good standing in Lake County, Illinois, certify that Enid Pesmen personally came before me this day and acknowledged that she is the President of VPE, Inc., General Partner of Virginia Parkway Estates Limited Partnership, and that by authority duly given and as the act of each entity, she executed the foregoing instrument in the name of the General Partner on behalf of the aforesaid Partnership as its act and deed.

My Commission Expires:




Notary Public

Seven Springs
Property Owners Association
BY-LAWS
AND RULES AND REGULATIONS
OF THE ASSOCIATION
 ("By-Laws")

Notice: The Code of Virginia, Virginia Property Owners' Association Act, Chapter 26 and Section 55.508 - 516.2 (the "Statute") was most recently amended in 2004. Its comprehensive provisions are intended to govern associations where a conflict is found to exist between the Statute and Declarations or By-Laws (including its Rules and Regulations) or where there is silence upon a subject. References are often made hereinafter to that Statute but the provisions of the Statute, as amended from time-to-time, either supercede or supplement these By-Laws or the provisions of the Declaration. A complete copy of the Statute is available upon request.

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1. **OWNERS' ASSOCIATION:** So long as in title of a Lot, the owner(s) of each lot, by acceptance of a deed, shall collectively be a member of the *Seven Springs Property Owners Association*, (the Association") and of its successors and assigns. The Association is a non-stock corporation organized and existing under the laws of the Commonwealth of Virginia and is registered and in good standing with the Virginia Department of Professional & Occupational Regulation as an association. Membership in the Association shall be subject to the rights, terms and conditions set forth herein and in the Statute all of which are made a part of the accompanying Declaration as if set forth therein and subject to the provisions of the Statute. There shall be only one association that is to be responsible for all lots within all subdivisions of the Master Seven Springs Development although each of the communities may have similar counterparts of these By-Laws attached to the separate Declaration of Restrictive Covenants of record for each Development.

2. **ASSOCIATION'S RESPONSIBILITIES:** The Association shall be responsible for the general management and supervision of all Lots within the Master Development and the ownership of the Common Areas thereof and shall have all of the powers and shall be responsible to perform, all of the obligations and benefit from the rights, as are provided herein. Further, the Association shall have all powers now or hereafter granted to a non-stock corporation in the Commonwealth of Virginia that shall be consistent with the purposes specified herein and the Statute.

3. **MEMBERSHIP:** The record owner(s), collectively, of a fee or undivided fee interest in each lot which is subject to the covenants of record to assessment by the Association shall be a member of the Association, subject to and bound by the Association's By-Laws. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or any of its successors in interest owns any Lots.

(a) During any period in which a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights of such member(s) may be suspended by the Board of Directors of the Association until all such assessment(s) are paid.

(b) No membership fee shall be charged nor shall members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each lot as the Declarant, prior to the Turnover Date, or the Board or members of the Association shall thereafter from time to time adopt.

(c) **Voting and Voting Rights.** From and after the Turnover Date, the ownership of each lot by a person other than Declarant shall entitle its owner(s), collectively, to one (1) vote on each matter submitted to a vote of members; provided, however, that where there is more than one Owner of a Lot, such co-owners of a Lot shall only be entitled to one vote. The voting rights of the membership shall be appurtenant to the ownership of lots. The Declarant shall be entitled to one (1) vote for each lot owned by it, provided that the Declarant may, at its sole option, withdraw from membership in the Association upon the sale by Declarant of more than fifty percent (50%) of all lots within the Master Development.

4. **MAINTENANCE ASSESSMENTS:** The assessments levied by the Association shall be used to provide funds for such purposes and common expenses as are for the benefit of the owners of the property within the area overseen and administered by the Association. The purposes presently contemplated include maintenance, repair, landscaping and beautification of the common areas, easements and interior roadways providing access to all lots subject to this Declaration and preservation lots and other shared areas as might be shown on the Surveys and all supplements or as may be declared or recorded from time to time. Other purposes may be benefited by the assessments as may be established by the Declarant until the Turnover Date and thereafter as adopted by a majority of the members.

For each lot subject to the Declaration, every owner (other than the Declarant, its successors and assigns) covenants, and each subsequent owner of any such lot, by acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay the Association its prorata share for certain expenses of maintenance in accordance with this Declaration. Annual or other periodic assessments or charges shall be established in amounts as determined by the Declarant, until the Turnover date and, thereafter, by the Board of Directors of the Association. Special Assessments as approved by or on behalf of the Association may be established and collected.

In the event that a water right to a shared well shall be made available to a purchaser or lot and a lot shall be granted and shall purchase shared rights to a common well, the terms and conditions of a Well Rider attached to the owners' purchase agreement and thereafter embodied within the deed from the Declarant shall control and the sharing among all owners utilizing such well rights of related assessments shall be made by the Association among only those lots sharing or having the rights to utilize such well.

a) **Payment.** The assessments provided for the Association shall be payable in advance, no less frequently than annually, by every owner of each lot. The annual or other periodic assessment shall be due on or before January 1 of each year except for the first year of ownership by an owner. At the closing of a purchase of a lot by an owner, the assessment shall begin to accrue to such owner and the owner either shall reimburse the seller for the prepaid portion of any assessment or pay to the Association the new owner's pro-rata share of the annual assessment for the remainder of the calendar year or other billing period established.

b) **Assessments.** Until the Turnover Date, the annual or other periodic assessment imposed by the Association shall be set each year by the Declarant and thereafter by the Association. In establishing the assessment for any assessment year, there shall be considered all currently anticipated costs and expenses of the Association and reasonable reserves or special assessments for likely future needs. Lots while owned by the Declarant shall not be subject to assessments until each lot is conveyed to a purchaser. Declarant may collect, from each initial purchaser of a Lot at the closing of the sale of each such Lot, the sum of Two Hundred Fifty Dollars (\$250.00) which amount shall be deposited into the General Funds in a local bank established in the name of the Association. Such amount may be increased from time to time if deemed required by the Declarant or Association. On the Turnover Date, the Declarant shall transfer all funds then remaining to the control of the Association. The Declarant shall have the right to utilize such funds for Association purposes prior to the Turnover Date. All funds collected shall be held and expended for the purposes designated and held in trust for the benefit, use and account of all Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Declarant or Board may select.

(c) **Assessments Due.** Assessments shall be payable on or before January 1st of each year or on or before the first day of such other period (if more frequent installments are determined by the Declarant or Board). The assessment shall begin to accrue as to all lots at the time of the closing and conveyance of a lot to a purchaser/owner (other than the Declarant). At least thirty (30) days before January 1st of each year, there shall be established the annual or other periodic assessment to be imposed by the Association against each lot. In the event the Association elects not to or fails to fix such assessment rate in a timely manner, the amount of the prior year's annual assessment shall be the fixed amount for such ensuing year. Written notice of and statements for assessments shall be sent to every owner of the Association.

d) **Nonpayment.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at twelve percent (12%) or at the maximum legal rate allowed by law. In order to secure payment at and after the due date, as each assessment becomes due there shall arise a continuing lien and charge against each lot, the amount of which shall include costs and reasonable attorneys' fees to the extent permitted by law. Each such assessment, together with such interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The Association, or its agents or representatives, may bring a legal action against the owners personally obligated to pay the same and and/or may foreclose the lien against the lot to which the assessment relates, and interest, costs, and reasonable attorneys' fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No owner may avoid liability for the assessments provided for herein by an abandonment of the assessed lot. The liability and liens shall similarly apply to subsequent purchasers.

(f) **Subordination of Lien to Purchaser's Mortgage.** Except as to assessments with respect to a lot which shall have been due on or prior the date such mortgage is filed for record, the liens provided for herein shall be subordinate to the lien of any first lien deed of trust on such lot. The assessments and liens as subordinated to only the holder of such mortgage relates solely to assessments authorized hereunder having a due date subsequent to the date that such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or other transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or title sale or other transfer of the mortgaged property pursuant to a sale under power contained in such mortgage. The liability and liens shall nevertheless apply to the owners at the time of such assessment and to all purchasers therefrom.

5. **INSURANCE:** The Board shall also have the authority to obtain and maintain commercial liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers' compensation insurance, and other liability insurance as it may deem desirable, insuring the Association, its officers, the Board, the Declarant, and their respective employees and agents from liability. Such insurance coverage shall include cross-liability claims of one or more insured parties against other insured parties by having a severability of interests endorsement. The premiums for such insurance shall be common expenses payable out of the proceeds of the assessments required by and collected in accordance herewith. The Association shall also have the authority and responsibility to obtain and maintain insurance policies covering the Common Area against loss or damage by fire and such other hazards contained in customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable. The Association shall also have the authority to obtain such other kinds of insurance as the Association shall from time to time deem prudent.

6. **ENFORCEMENT FOR VIOLATIONS:** All Owners shall maintain, occupy and use their Dwelling and the Common Area only in accordance with the terms of the Declaration and any additional Rules and Regulations adopted by the Board or by the members. The Board shall have full authority to enforce all such rules and regulations by taking all action as may be necessary. Enforcement shall be by proceedings at law and/or in equity against any person violating or attempting to violate any covenant either or both to restrain violation or to recover damages. The Declarant shall have standing to enforce the terms of the Restrictions pursuant to any remedies that may be available at law or in equity. All subsequent purchasers of lots in the Development shall have a similar right to seek enforcement if the Declarant and the Association fail to act after notice thereof to each.

7. **THE BOARD AND OFFICERS:** (a) Before the Turnover Date or as may be sooner relinquished, there shall be two (2) directors shall be selected by the Declarant and thereafter the Association shall have a Board of not less than three (3) directors who shall be elected by the members of the Association at two-year intervals or as the By-Laws of the Association shall, from time to time, provide. Vacancies in the Board occurring between regularly scheduled meetings of the members may be filled by the Declarant or Board. Except for directors of the Board appointed by the Declarant, all directors shall be members of the Association.

(b) The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly provided otherwise by the By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in the Board from time to time and its officers under the direction of the Board, and shall not be subject to the approval of the members. The directors and officers of the Association shall not be liable to the Owners or any others for any mistake of judgment or any acts of commission or omission made in good faith as such directors or officers.

(c) Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the members having at least two-thirds (2/3) of the total votes. However, any director may be reimbursed for reasonable expenses incurred in the performance of his duties. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the members having at least two-thirds (2/3) of the total votes. However, any director may be reimbursed for reasonable expenses incurred in the performance of his or her duties.

(d) Vacancies in the Board, other than as a result of removal pursuant to Paragraph 4.7, including vacancies due to any increase in the number of persons on the Board, shall be filled by majority vote of the remaining members of the Board or of the members present at the next annual meeting or at a special meeting of the members called for such purpose.

(e) Any Board member may be removed from office by affirmative vote of the members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose in the manner aforesaid. A successor to fill the unexpired term of a Board member removed may be elected by the members at the same meeting or any subsequent meeting called for that purpose.

(f) Officers. The Board shall elect from among its members: (i) a President who shall preside over both its meetings and those of the members, and who shall be the chief executive officer of the Board and Association, (ii) a Secretary who will keep the minutes of all meetings of the members and of the Board and who shall, in general, perform all the duties incident to the office of Secretary, and (iii) a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board.

8. CONTROL: The Declarant shall, through the Initial Board appointed by it, exercise control over all Association matters, until the first to occur of the following: (a) the date of the sale and conveyance of legal title to more than half of the Lots within the Master Development to Owners other than Declarant or an assignee of Declarant occurs, or (b) the date Declarant elects voluntarily to turn over to the members the authority to appoint the Board. The date upon which the authority to appoint the Board passes to the members is herein referred to as the "Turnover Date." Effective upon the Turnover Date, the Declarant shall convey to the Association, and the Association shall accept, the Common Areas to be owned by the Association thereafter.

The Association, through the Board, shall have the power and duty to:

(a) Own, maintain and otherwise manage the Common Area and all Improvements thereon and all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain any streets, elect to install and operate a private water system and/or sewage treatment facility, maintain landscaping located on islands, cul-de-sacs and median strips, if any, in the roads or streets which are within the Property and to maintain any signage and lighting located thereon;

(b) Employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent by Declarant shall give the Association the right to terminate without cause or penalty not later than twelve (12) months after the date thereof;

(c) Establish and maintain a Contingency and Replacement Reserve in an amount to be determined by the Board, initially not to exceed \$250 per purchaser;

(d) Maintain, at the expense of the defaulting Owner, all drainage areas and facilities located on the Property in accordance with the reasonable and acceptable engineering requirements of the Municipality in the event that one or more Owners fail to do so;

(e) Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, shared water system(s), if any, and/or sewage treatment facilities, if any, lighting and other improvements as may be located in the Common Areas;

(f) At its option, to let contracts for the mowing, care, maintenance and removal of rubbish from any vacant or unimproved portions of the Property and to do any other things necessary or desirable in the judgment of the Board to keep any vacant or unimproved portions of the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Declarant;

(g) Make such improvements to the Common Area and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the members of the Association acting in accordance with its By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Development and Master Development desirable residential communities; and

(h) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the members by this Declaration, the By-Laws or related Statutes.

(i) Declarant shall convey the Common Areas to the Association on or before the Turnover Date.

(j) Declarant shall be entitled to build and maintain one or more temporary or permanent model homes on Lots for display and shall have the right, for itself and its agents, employees, guests and invitees, to utilize roads, streets, common Areas and all other portions of the Property, excluding sold Lots, for such purposes until all Lots are sold. Declarant may at all times utilize signage, lighting and establish a sales office and model homes as required to conduct its sales and marketing of the Property.

(k) The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.

9. NON-LIABILITY: The Board, officers of the Association and the employees and agents of any of them shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend the foregoing parties against all claims, suits, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. The burden of the foregoing indemnity shall be borne by the Owners at the time such loss, damage, cost or expense is incurred in the same proportion as assessments are borne by the Owners as provided in Article VI hereof. To the extent possible, the Board's and Association's liability hereunder and the Owner's indemnification obligation shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

Notwithstanding anything herein to the contrary, Declarant hereby reserves the right to transfer, assign, mortgage or pledge any and all of either's respective privileges, rights, title and interests hereunder, or in the Property, by means of recording an assignment of such with the Offices of the Recorders of Deeds of the Counties of Patrick and/or Carroll, Virginia. Upon such assignment, Declarant shall be relieved from any liability arising from the performance or non-performance of such rights and obligations accruing from and after the recording of such assignment. No such successor assignee of the rights of Declarant shall have or incur any liability for the obligations or acts of any predecessor in interest.

10. EASEMENTS: (a) Declarant hereby declares the following non-exclusive easements are hereby created with respect to the Common Areas and those portions of the lots conveyed over which utility and other easements are required from time-to-time.

(a) Each Owner and their respective guests and invitees shall have a non-exclusive easement for use and enjoyment in and to the Common Areas subject to the following: (i) the right of the Association to pass reasonable rules and regulations relating to such use and enjoyment, (ii) the right of the Association to suspend an Owner's right to use or enjoy such easement for any period during which such Owner may be in violation of the Declaration or By-Laws, (iii) the right of the Association to levy assessments as herein provided, and (iv) all rights reserved to Declarant and the Association as herein provided.

(b) A non-exclusive easement for the installation and maintenance of drainage facilities and utility easements is hereby granted to the Association and reserved by the Declarant over, under, across and through the Common Area and, if legally mandated by a utility, along the side of and adjacent to the Common Area. If any such drainage or utility facilities are not installed or if any easements for such purposes are not created with respect to a Lot or any portion thereof prior to delivery of a Lot Deed to an Owner, said Owner hereby grants to the Declarant and the Association a power of attorney to execute and record any such easements with respect to any Lots owned by said Owner for the benefit of the Property. The foregoing power of attorney is hereby coupled with an interest and irrevocable.

(c) The Declarant, Association and any of their respective agents, employees and independent contractors shall have the right to enter upon the Common Areas and any Lot to the extent necessary for the purpose of maintaining, repairing and replacing elements of the Common Areas and any improvements in, on, under or upon the Common Areas as herein provided or for performing any of their respective obligations herein provided. In any

Exhibit A

such case, the Declarant, Association or any of their agents, employees or independent contractors shall not be guilty of any trespass.

(d) The Declarant, and the Association hereby reserve the right to grant easements for ingress, egress, installation, construction, reconstruction, maintenance, repair, operation and inspection of utility services over, under, across and through the Common Area as they deem necessary or desirable in order to effectuate the intent of this Declaration.

(e) The Declarant and the Association intend to grant utility easements to American Electric Power and Sprint and their respective successors across each lot for underground or other services in order to eliminate above-ground utilities.

11. TERM: The covenants and restrictions of the Declaration and these By-Laws shall run with the land, and shall inure to the benefit of and be enforceable by the Board, or the Owner of any Lot subject thereto, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Offices of the Recorders of Deeds of the Counties of Patrick and Carroll, Virginia, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinabove provided.

12. ENFORCEMENT OF PROTECTIVE COVENANTS: The Declarant, Association and each Owner from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Lot any Improvement which is and remains in violation of the covenants above set forth, or any of them, for a period of thirty (30) days after delivery of written notice thereof (in the manner provided in Section 8.14 hereof) from Declarant or the Association to the Owner of any such Lot, then Declarant or the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily to abate or remove it at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant, the Association and the Owners to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to do so respecting any such violation or any subsequent violation.

The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development for the Property.

13. OFFICES: The Association shall maintain in either the Counties of Patrick or Carroll, Virginia a registered office and a registered agent whose office shall be identical with such registered office. The Association may have other offices within or without the State of Virginia as the Board of Directors may from time to time determine.

14. MEETINGS of the members shall be held at the principal office of the Association or at such other place in Patrick or Carroll County, Virginia, as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of a majority of the total votes determined pursuant to Section 3.1 above shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the members at which a quorum is present upon the affirmative vote of the members having a majority of the total votes present at such meeting. Any Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting.

(b) The initial meeting of the members shall be held at such time after the Turnover Date as may be designated upon not less than ten (10) days' written notice given by the Declarant, provided that such initial meeting shall be held no later than sixty (60) days after the Turnover Date. Thereafter, there shall be an annual meeting of the members on the second Tuesday of October of each succeeding year, at 7:30 o'clock P.M. If the date for the annual meeting of members is a legal holiday, the meeting will be held at the same hour on the first day next succeeding such date which is not a legal holiday.

(c) Special meetings of the members may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all or some of the members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board or by the members having one-fourth (1/4) of the total votes, and delivered not less than five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

15. DISPUTES: All matters of dispute or disagreement between Owners or with respect to interpretation or application of the provisions of the Declaration or these By-Laws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Association and on all Owners.

16. COMMITTEES: (a) The Board, by resolution, adopted by a majority of the Board, may designate one (1) or more committees, each of which shall consist of at least one (1) or more members of the Board; said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation

Exhibit A

thereof of authority shall not operate to relieve the Board, or any individual member of the Board, of any responsibility imposed upon it or him by law.

(b) Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the members of the Board present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed whenever in the judgment of the Board the best interests of the Association shall be served by such removal.

(c) Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed and shall have qualified, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

(d) One (1) member of each committee shall be appointed chairman.

(e) Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointment.

(f) Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

(g) Each committee may adopt rules for its own governance not inconsistent with these By-Laws or with Rules adopted by the Board.

17. NOTICES: Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be either the street address of the Lot owned by such Owner or the last address of Owner disclosed by Owner to the Declarant. A written notice, delivered in person or sent, postage and courier costs prepaid, by express courier or deposited in the United States mails and addressed to the Owner at either address shall be sufficient and proper notice to such Owner and shall be deemed delivered on the third (3rd) day after deposit with the courier service or in the United States mails, or earlier when actually received or delivered in person.

Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Dwelling of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

18. AUTHORITY TO SIGN: After the Turnover Date, all agreements, contracts, deeds, leases, vouchers for payment of expenditures, and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Secretary.

19. AMENDMENTS: The Declarations and By-Laws may be amended or modified from time to time by action of the Declarant or by the approval of the members entitled to cast two-thirds (2/3) of the total votes computed as provided in Section 3.2 or by the Declarant so long as it or all successors shall own any Lots. Such amendments shall be recorded in the applicable Clerks' Offices or the Recorders' of Deeds of the Counties of Patrick and Carroll, Virginia. The Owners may release all or any part of the Property from all or any part of the Declaration.

INSTRUMENT #050001610
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY ON
MAY 31, 2005 AT 04:33PM
SUSAN C. GASPERINI, CLERK

RECORDED BY: TSG

VPFLP - Seven Springs Declaration - B-Laws and Rules and Regulations - 5-15-05

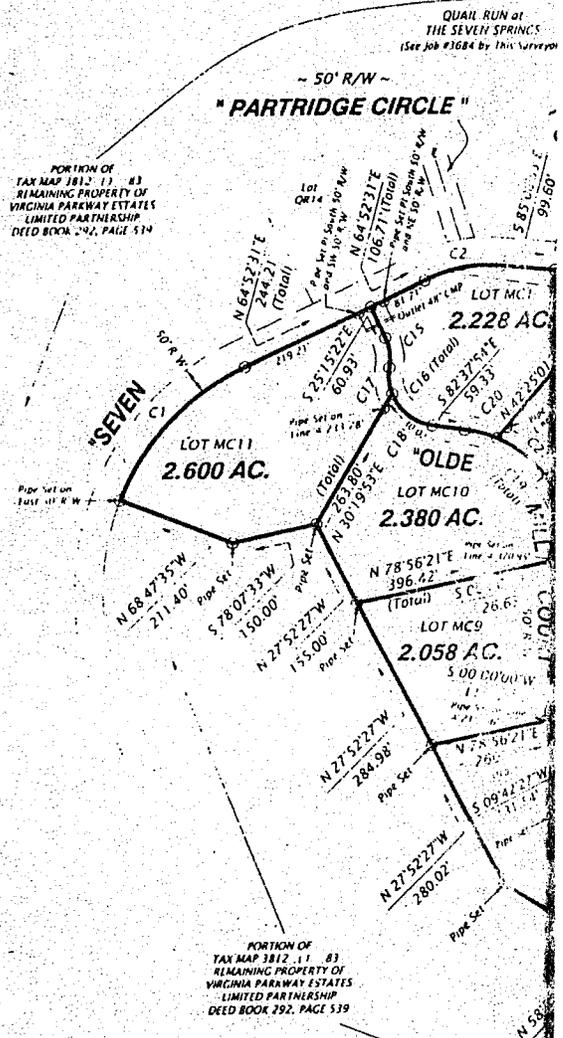
Exhibit A

7 of 7

NOTES:

1. THIS PLAT IS THE RESULT OF A CURRENT FIELD SURVEY.
2. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
3. SUBJECT PROPERTY AS SHOWN IS A PORTION OF PATRICK COUNTY TAX MAP 3812 () -- 83.
4. SUBJECT PROPERTY AS SHOWN DOES NOT FALL WITHIN THE LIMITS OF A H.U.D. DESIGNATED FLOOD HAZARD ZONE. THIS OPINION IS BASED UPON AN INSPECTION OF THE FLOOD INSURANCE RATE MAPS (COMMUNITY PANEL #510252 0020 C, ZONE C) AND HAS NOT BEEN FIELD VERIFIED.
5. CORNERS NOT DESCRIBED ARE POINTS LOCATED ALONG SOUTH 50' R/W, "SEVEN SPRINGS PARKWAY", NE AND SW 50' R/W "OLDE MILL COURT", AND WEST 50' R/W, VA. SEC. RTE. #771.
6. SUBJECT PROPERTY AS SHOWN HAS NOT BEEN TESTED FOR SEWAGE DISPOSAL SUITABILITY, AND THE PURCHASERS AGREE TO PURCHASE THE PROPERTY WITH THE UNDERSTANDING OF SAME.
7. THE ROADS AND RIGHT-OF-WAYS AS SHOWN HEREON ARE FOR PURPOSES OF ILLUSTRATION ONLY, AND THEY HAVE NOT, NOR ARE THEY REQUIRED TO BE, DEDICATED FOR USE AS PUBLIC ROADS OR RIGHT-OF-WAYS NOR TO BE MAINTAINED AS SAME.

Private easements and related rights of way are also provided for in the Declaration of Restrictive Covenants dated May 15, 2005 and in the By-Laws and Rules and Regulations for "Mill Creek Within The Seven Springs" recorded in the Clerk's Office For Patrick County on May 2005 as Deed Instrument # _____



PUBLIC UTILITY EASEMENT NOTE.

A Right-of-Way and easement for a 20-foot PUE (Public Utility Easement) is hereby Granted unto American Electric Power and other utilities, their successors and assigns, along, around and parallel to the existing roads, right-of-ways and property lines for the purpose of constructing and maintaining power lines and other utilities to serve all tracts in the division of property described herein. Also the right to cut, trim or otherwise control trees and other obstructions that may endanger the power lines and other utilities and the right of ingress and egress.

Curve	Radius	Tangent	Arc	Delta	Chord	Chd Brg
C1	429.00'	171.70'	326.64'	43°37'31"	318.81'	N 43°03'45"E
C2	275.00'	73.63'	143.88'	29°58'36"	142.24'	N 79°51'49"E
C3	225.00'	68.13'	132.31'	33°41'37"	130.42'	N 78°00'19"E
C4	33.00'	59.54'	70.27'	122°00'06"	57.73'	S 57°50'27"E
C5 (Total)	161.40'	82.79'	153.00'	54°18'44"	147.33'	S 37°21'29"E
C6	161.40'	45.81'	89.26'	31°41'16"	88.13'	S 26°02'46"E
C7	161.40'	32.29'	63.73'	22°37'27"	63.32'	S 53°12'07"E
C8	505.00'	85.04'	168.51'	19°07'06"	167.73'	S 08°58'53"W
C9	550.00'	48.23'	96.22'	10°01'26"	96.10'	S 04°26'03"W
C10	275.00'	24.11'	48.09'	10°01'12"	48.03'	S 11°05'45"W
C11 (Total)	850.00'	103.18'	205.36'	13°50'34"	204.86'	S 09°11'03"W
C12	850.00'	51.21'	102.29'	6°53'42"	102.23'	S 12°39'30"W
C13	850.00'	51.60'	103.07'	6°56'53"	103.01'	S 05°44'13"W
C14	150.00'	34.14'	67.14'	25°38'49"	66.58'	S 15°05'11"W
C15	90.00'	27.88'	54.07'	34°25'28"	53.26'	S 08°02'38"E
C16 (Total)	90.00'	92.87'	144.20'	91°48'00"	129.26'	S 36°43'54"E
C17	90.00'	24.31'	47.49'	30°13'48"	46.94'	S 05°56'48"E
C18	90.00'	53.62'	96.71'	61°34'13"	92.13'	S 51°50'48"E
C19 (Total)	226.00'	196.66'	325.94'	82°37'54"	298.41'	S 41°18'57"E
C20	226.00'	30.28'	60.20'	15°15'40"	60.02'	S 75°00'04"E
C21	226.00'	81.62'	156.65'	39°42'52"	153.53'	S 47°30'49"E
C22	226.00'	55.63'	109.09'	27°39'23"	108.03'	S 13°49'41"E

TITLE REFERENCE:

PLAT SHOWING "29.334 AC. (TOTAL)" IS A PORTION OF THAT BY VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP AS DEED BOOK 292, PAGE 539 AND DEED BOOK 292, PAGE 542, OF THE OFFICE OF THE CIRCUIT COURT OF PATRICK COUNTY. THE ABOVE REFERRED TO DEEDS ARE THE LAST INSTRUMENT IN THE TO SAID LAND.



APPALACHIAN TITLE COMPANY, INC.

P.O. BOX 564
STUART, VA 24171

REPORT OF TITLE

TO:
Virginia Parkway Estates
Limited Partnership

RE: **Quail Run Subdivision** – Being a portion of property acquired in Deed Book 292, page 539, lying and being in the Dan River Magisterial District of Patrick County, Virginia.

The undersigned hereby reports that based on an examination of the public land records of the Patrick County Circuit Court Clerk's Office as well as the tax records contained in the respective applicable offices of the Treasurer and Commissioner of Revenue, I am of the opinion that, subject only to the liens, encumbrances, and other objections hereinafter noted, the marketable fee simple title to the real property described above is, as of the date and time of this report, vested as indicated above, is free of material objections of record, save and except the following, to-wit:

1. Restrictive Covenants for Quail Run within the Seven Springs, dated March 1, 1996, of record in Deed Book 314, page 84.
2. Restrictive Covenants for Lots 1-6, in the Quail Run Subdivision, dated May 15, 2005, of record as Instrument Number 050001611.
3. Restrictive Covenants for Lots 7-16, in the Quail Run Subdivision, dated May 15, 2005, of record as Instrument Number 050001612.
4. Restated Restrictive Covenants for Lots 1-8, in the Quail Run Subdivision, dated May 26, 2015, of record as Instrument Number 150001892.
5. Restated Restrictive Covenants for Lots 9-16, in the Quail Run Subdivision, dated May 26, 2015, of record as Instrument Number 150001893.
6. Easement to Appalachian Power Company dated August 7, 2008, of record as Instrument Number 080002820.
7. Easement conveyed to Darske, LLC, for ingress and egress to the Blue Ridge Parkway, as set forth in Deed dated February 7, 2008, of record as Instrument Number 080000319.
8. Joint water rights to a well and easement for ingress and egress, conveyed to Jeffrey Cernuto, in Deed dated October 22, 2004, of record as Instrument Number 040003031.

9. Easement over Lot 5, conveyed from Neil and Janet Pinter to Virginia Parkway Estates Limited Partnership, for widening of the roadway, dated August 10, 2004, of record as Instrument Number 040002649.
10. Joint water rights to a well and easement for ingress and egress, conveyed to Gregory Noe and wife, in Deed dated May 7, 1996, of record as Instrument Number 000002749.
11. Joint water rights to a well and easement for ingress and egress conveyed to Neil Pinter and wife, in Deed dated March 15, 1997, of record in Deed Book 339, page 871.
12. Joint water rights to a well and easement for ingress and egress, conveyed to Kenneth Lloyd and wife, in Deed dated April 28, 1997, of record in Deed Book 337, page 397.
13. Joint water rights to a well and easement for ingress and egress, conveyed to Bernie Johnson and wife, in Deed dated November 6, 1998, of record in Deed Book 336, page 295.
14. Joint water rights to a well and easement for ingress and egress, conveyed to High Country Property Care, in Deed dated February 18, 1998, of record in Deed Book 328, page 72.
15. Easement conveyed to James and Norma Hunter, for ingress and egress, as set forth in Deed dated January 10, 1997, of record in Deed Book 318, page 909.
16. Easement to Appalachian Power Company dated November 21, 1995, of record in Deed Book 311, page 583.
17. Easement to Appalachian Power Company dated November 21, 1995, of record in Deed Book 311, page 582.
18. Easement to the Commonwealth of Virginia dated September 27, 1995, of record in Deed Book 309, page 923.
19. Easement to the Commonwealth of Virginia dated October 3, 1994, of record in Deed Book 303, page 359.

This Report of Title is for the sole and exclusive use of VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP and is not transferable and shall not be used by any other person or entity without the prior written consent of the undersigned. The following are general exceptions and exclusions from this title opinion: Mechanic's liens covering labor performed or materials furnished for any buildings on said property within a period of one hundred twenty (120) days prior to the date of this report. Any inaccuracies and discrepancies, which an accurate survey and inspection of the premises might disclose. Accuracy of surveys and descriptions, boundary lines, or acreage within recorded descriptions and subject to any errors in the records or the indexing thereof as may be revealed in said Clerk's Office. Possession or unrecorded leases. Federal judgments and proceedings filed only in Federal Courts. Any matters, which may defeat or impair title which do not appear on the record. Matters occurring prior to and subsequent to the inclusive dates of this examination. The undersigned expressly excludes giving any opinion that the owners and their predecessors or collaterals in title are in compliance with any local, county, state or federal governmental law or regulations relative to zoning, subdivision, occupancy, use, construction, development and environmental hazards and restrictions, including but not limited to radiation and hazardous material on this property and all environmental regulations now in effect or hereafter in effect that may affect the use and enjoyment of this property as applied by any

governmental body or agency. This title opinion is based on a search of the above records covering a period of time from **September 18, 1968 at 9:00 p.m. until October 17, 2016 at 9:00 a.m.** and this opinion covers that time period only.

APPALACHIAN TITLE COMPANY, INC.

By: Carmen N. Puckett
CARMEN N. PUCKETT

ORIGINAL

(1108)

QUAIL RUN
OF SEVEN SPRINGS
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

Ver. &
Mail:
Timothy
Tolbert
Atty
PO Box
250
Hills-
ville Va
6-12-96

THIS DECLARATION (the "Declaration") is made this 1st day of March, 1996, by VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP, an Illinois limited partnership ("Declarant").

Declarant owns fee simple title to certain parcels of real estate principally in the County of Patrick and also in the County of Carroll, both in the State of Virginia, said real estate legally described in Exhibit A attached hereto and made a part hereof and intends, in the future, to add the legal descriptions of one or more additional parcels of nearby or adjacent property, by means of amendments or supplements hereto (the "Property"); and

Declarant desires to develop a group of single family residential developments on the Property all to be collectively known as Seven Springs and this sub-development to be known as Quail Run (all collectively to be known as the "Development"); and

Declarant is desirous of submitting the Property to the provisions of this Declaration.

Declarant hereby declares that the Property shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions, restrictions and easements hereinafter set forth.

ARTICLE I
Definitions

When used in this Declaration, the following words and terms shall have the following meanings:

- 1.1. "Association" shall mean and refer to Seven Springs Property Owners' Association, a Virginia non-stock corporation, its successors and assigns.
- 1.2. "Board" shall mean and refer to the Board of Directors of the Association.
- 1.3. "By-Laws" shall mean those by-laws duly enacted by the Association which govern the Association, in the form attached hereto as Exhibit C.
- 1.4. "Common Area" shall mean all real property owned, to be owned and maintained by the Association for the common use and enjoyment of the Owners. The Common Area shall initially include all interior roadways, common areas, easements and other shared areas, all as shown on the Subdivision Plats, and all supplements thereto or, as revisions thereof or as may be recorded from time to time, and said property shall be conveyed to the Association no later than the Turnover Date.
- 1.5. "Contingency and Replacement Reserve" shall have the meaning set forth in Section 6.4.
- 1.6. "Declarant" shall mean and refer to Virginia Parkway Estates Limited Partnership, its successors and assigns, which shall be deemed a Declarant and entitled to exercise all or any rights of Declarant provided herein if designated as such by Declarant in any instrument recorded for such purposes.
- 1.7. "Developer" shall mean and refer to Declarant.
- 1.8. "Dwelling" shall mean any building located on a Lot and intended for the shelter and housing of a Single Family and any Improvement attached or adjacent to the Dwelling utilized for storage of personal property, tools and equipment.
- 1.9. "Estimated Cash Requirement" shall have the meaning set forth in Section 6.3.
- 1.10. "Improvement" or "Improvements" shall mean and include Dwellings, any and all buildings, outbuildings, driveways, fences, decks, patios, hedges, lawns, sidewalks, planted trees, shrubs and all other structures or landscaping improvements of every kind and description.
- 1.11. "Lot" shall mean the Lots as established pursuant to the contemplated Subdivision Plats. A Lot may also be established by the legal description in the Lot Deed conveying such Lot or by an instrument in writing executed, acknowledged and recorded by Declarant which designates a part of the Property as a Lot for the purposes of the Declaration.
- 1.12. "Lot Deed" shall mean the deed of Declarant conveying a Lot to an Owner.
- 1.13. "Member" shall mean and refer to every Person who holds membership in the Association and "Members" shall mean and refer to all Persons who hold membership in the Association.
- 1.14. "Mortgage" shall mean either a mortgage or deed of trust creating a lien against a Lot within the Property given to secure an obligation of the Owner of such portion of the Property.
- 1.15. "Municipality" shall mean either, or both, of the Counties of Patrick and Carroll in the State of Virginia.
- 1.16. "Owner" shall mean and refer to the record Owner, whether one or more Persons, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include the Developer to the extent Declarant owns Lots and also includes the interest of Developer or of Declarant as contract seller of any Lot.

EXHIBIT "A"

BEING the following-described tracts or parcels of land conveyed to the Declarant as follows:

- 1. BEING that property conveyed to Virginia Parkway Estates Limited Partnership, an Illinois Limited partnership, from Virginia Parkway Estates Partnership, an Illinois General Partnership, by deed dated December 2, 1992, of record in the Clerk's Office of the Circuit Court of Patrick County, Virginia, in Deed Book 292, at Page 542, and further being that land conveyed to Virginia Parkway Estates Partnership, an Illinois General Partnership, from Harris W. Bradley and Billie H. Bradley, by deed dated July 17, 1990, of record in the aforesaid Clerk's Office in Deed Book 277, at Page 329.

2. BEING that property conveyed to Virginia Parkway Estates Limited Partnership, an Illinois Limited partnership, from Emmett Dalton and Ruby Dalton, by deed dated March 18, 1993, of record in the aforesaid Clerk's Office in Deed Book 292, at Page 551.
3. BEING that property conveyed to Virginia Parkway Estates Limited Partnership, an Illinois Limited partnership, from Virginia Parkway Estates Partnership, an Illinois General Partnership, by deed dated _____, of record in the Clerk's Office of the Circuit Court of Patrick County, Virginia, in Deed Book _____, at Page _____, and further being that land conveyed to Virginia Parkway Estates Partnership, an Illinois General Partnership, from Olde Mill Land, L.P., a Virginia Limited Partnership, by deed dated May 4, 1992, of record in the aforesaid Clerk's Office in Deed Book 287, at Page 242.

- 1.17. "Person" or "Persons" shall mean all natural individuals, corporations, partnerships, trustees or other legal entities capable of holding title to real property.
- 1.18. "Plan Review Fee" shall have the meaning set forth in Section 4.2.
- 1.19. "Plans and Specifications" shall have the meaning set forth in Section 4.2.
- 1.20. "Property" shall mean and refer to the real estate legally described in Exhibit A and on all amendments and supplements thereto and on each and every Subdivision Plat recorded for subdivisions of Seven Springs, and whether recorded contemporaneously herewith or hereafter.
- 1.21. "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, maintaining a common household in a Dwelling.
- 1.22. "Special Amendment" shall have the meaning set forth in Section 8.7.
- 1.23. "Subdivision Plat" shall mean the successive plats of subdivisions of Seven Springs as recorded from time to time in the Offices of the Recorders of Deeds of the Counties of Patrick or Carroll in the State of Virginia.
- 1.24. "Turnover Date" shall have the meaning set forth in Section 5.3.

ARTICLE II
Declaration Purposes and Property
Subjected to Declaration

2.1. The Declarant desires to create on the Property a number of Single Family developments for future Owners of Lots for the following general purposes:

(a) The Declarant desires to provide upon the Property, through its planning and layout, the harmonious development of a number of Single Family communities by the imposition of the covenants, conditions, restrictions and easements as hereinafter set forth, for the benefit of the Property and the Owners.

(b) By the imposition of covenants, conditions and restrictions set forth herein and the reservation of certain powers as herein contained, Declarant intends to provide plans for development of the Property which is intended to enhance and protect the values of Declarant's Single Family residential communities.

(c) The Declarant desires to (i) prevent improper use of Lots which may depreciate the value of the Owner's property; (ii) prevent the construction of buildings containing improper or unsuitable materials; (iii) ensure adequate and reasonable development of the Property; (iv) encourage the construction of attractive improvements on the Property; (v) prevent haphazard and inharmonious development; and (vi) in general, provide for the highest quality environment for the development.

(d) The Declarant desires to provide for the maintenance of the Common Area which shall be owned by the Association and used in common by the Owners of the Property.

2.2. To further the general purposes herein expressed, the Declarant, for itself, its successors and assigns, hereby declares that the Property at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration and amendments and supplements hereto.

ARTICLE III
General Covenants and Restrictions

3.1. All Lots in the tracts shall be used for Single Family Dwellings only. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached Single Family Dwelling not to exceed two stories in height, exclusive of basement.

3.2. All Single Family Dwellings in Quail Run shall contain at least 960 square feet of ground level floor space, exclusive of porches, patios, basements and garages, unless prior written approval shall be secured from, and at the option of, the Developer. Plans must be submitted to the Developer for consultation, coordination, and approval prior to the beginning of construction. These plans will include site planning and development of landscaping. Additionally, every Single Family Dwelling shall be constructed so as to contain all of the following: (a) a pitched roof, (b) exterior finishes in natural materials - maximum of two finishes and (c) exterior colors in earth tones. There will be a preference in Quail Run for homes of a log-type or Appalachian-style.

3.3. Each Owner shall (i) maintain his Lot and all Improvements located thereon in a clean, sightly and safe condition, (ii) cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from all sidewalks, driveways and similar areas serving said Lot and (iii) comply with all applicable governmental codes, laws, ordinances, orders, rules and regulations.

3.4. All building material, except natural rocks and boulders, used in the construction of any structure shall be new material.

3.5. No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may constitute or become an annoyance or nuisance to the Owners. No plants or seeds or other conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or suffered to exist upon any part of a Lot.

3.6. Except as expressly provided herein, no temporary building, trailer, mobile home, tent, shack or other similar Improvement shall be located upon the Lots.

3.7. No Person shall accumulate on his Lot any derelict vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles and all garbage receptacles shall be properly screened. All unimproved Lots shall not be planted with anything other than grass or other vegetation as permitted by the rules and regulations adopted by the Association.

3.8. Cars, trucks, boats, recreational vehicles, trailers or other vehicles shall at all times be parked in the garage of the Dwelling or on the driveway serving said Dwelling and their repair or maintenance shall not be permitted except within the confines of the garage or on said driveway. Parking of such vehicles on streets or street right-of-ways is not permitted and the planning therefor by each Owner shall take into consideration that the parking, where necessary, of any such vehicles shall be situated partially or fully out of view.

3.9. Other than horses, no animals, other than inoffensive common domestic household pets such as dogs and cats, shall be kept on any Lot or within the confines of any Improvement thereon.

3.10. The operation of "ham" or other amateur radio stations or the erection of any communication antennae or similar devices (other than simple mast antennae or television reception discs located on the roof of a Dwelling) shall not be allowed unless such equipment shall not be likely to and shall not interfere with the enjoyment by any other Owner of their electrical or other equipment and be completely screened from view from all roadways and approved in writing in advance by the Developer prior to the Turnover Date and by the Board thereafter.

3.11. Each Owner shall regularly keep all areas of the Lots designed or intended for the proper drainage or detention of water, including swale lines and ditches, unobstructed and mowed regularly. No trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other obstructions shall be planted, placed or allowed to remain in any such areas, and no Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that any and all such drainage or detention areas are for the benefit of the entire Property.

3.12. No outside toilet or privy shall be constructed or used on any Lot.

3.13. No Lot or group of Lots may be resubdivided so as to produce a greater number of Lots except by the Declarant and in no event shall any Lot contain less than 2 acres.

3.14. All Improvements must be completed within 150 working days after starting or Owner must get written approval of delays from the Developer.

3.15. The Buyer agrees to consider other Owners in the selection and planning of landscaping, trees, fences, and the like, in order to shield utility or storage areas from the view of neighbors and also in a manner in order to minimize the loss of view from any other Lot.

3.16. No buildings may be closer than 30 feet from the road easement and nearer the other Lot boundaries than 30 feet. Should more than one Lot be purchased and blocked for the purpose of a Single Family Dwelling, then the common interior lines between said Lots shall not be counted as Lot boundaries.

3.17. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkept conditions of building or grounds on such Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. In the event the Owner of any Lot permits any underbrush, weed, etc., to grow upon any Lot to a height of two (2) feet or more (except as part of a landscaping plan approved by the Developer) and on request, fails to have the premises cut within 30 days, agents of the Developer may enter upon said land to remove the same at the expense of the Owner. Notwithstanding this provision, any acreage not used as a homesite may be left in its natural condition as a natural site or wildlife habitat. The Developer may likewise enter upon said land to remove any trash which has collected on said Lot without such entrance and removal being deemed a trespass, all at the expense of the Owner of said Lot. This provision shall not be construed as an obligation on the part of the Developer to provide garbage or trash removal services.

3.18. All fuel and other tanks shall be above ground, including all cylinders, and shall be housed out of view from both adjoining and non-contiguous properties within the Subdivision.

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3.19. No Lot or any portion thereof may at any time be used as a road or access road or alleyway to any other Lot or other property without the written consent of the Declarant or except as a revision of Subdivision Plat by the Declarant.

3.20. Rights of access for the installation of utility services and their maintenance shall be reserved for telephone, power and the repair of roadways.

3.21. No unlicensed or disabled vehicles, industrial, construction equipment shall be parked on any Lot, except when housed in a garage with said vehicles or equipment out of view from all adjoining properties.

3.22. No sign board or advertising posters are to be permitted on any land within Quail Run, except signs or notices which may offer the property for rent or sale (maximum size 25 x 20 inches), and/or appropriate sign to show the name of the Owner and/or name for the property of any landowner (maximum size 18 X 18 inches).

3.23. All lots, except one, within Quail Run are served by one or more common private roads through the Property which connects the Property to Willis Gap Road and/or the Blue Ridge Parkway. By the acceptance and recording of their deeds, the Owners of any individual Lot within Quail Run agree to be responsible for their prorata share of the maintenance and upkeep of said road described, to the extent, if any, that said roads are shared by each Lot or owners.

3.24. The covenants and restrictions shall be binding upon all Owners of Lots in Quail Run Subdivision, and their heirs, successors and assigns.

3.25. The above restrictions may be repealed, revised, or redrawn at any time by the Declarant, Developer or after withdrawal of the Developer, by the Association.

3.26. All Improvements shall be constructed in accordance with the Plans and Specifications approved in accordance with the terms and conditions in Article IV and in accordance with all applicable governmental building and zoning codes, laws, ordinances, orders, rules and regulations. If, and to the extent any conflict exists between the terms and conditions of this Declaration and the provisions of any such codes, laws, ordinances, orders, rules and regulations, then such conflict shall be resolved by the application of the more stringent provision providing the higher or better quality result.

3.27. No Lot shall be timbered except for the normal widening of the interior roadway, normal roadways to, and the reasonably small areas as will be required for the residential Lots and, after prior written approval of Declarant or the Association, for reasonable views.

ARTICLE IV Architectural Controls

4.1. Except for Improvements constructed by Developer, no Improvement, whether original or replacement, temporary or permanent, shall be constructed, placed or permitted on any Lot without the prior written approval of Developer obtained in the manner hereinafter set forth. The Developer shall have the right to refuse to approve any plans or specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the Developer shall consider the suitability of the proposed building, improvements, structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, energy conservation features, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. Notwithstanding the foregoing, such plans and applications must fully comply with the restrictions set forth in Article III.

4.2. In order to secure Developer's approval of any proposed Improvement or Improvements, the Owner shall submit to Developer three (3) complete sets of the following:

- (a) The Lot site plan, as prepared by the Owner's architect, showing, among other things, the location and dimension of all intended Improvements;
- (b) Drawings, plans and specifications, as prepared by the Owner's architect, of all exterior surfaces, showing elevations and grade, and including without limitation the color, quality and type of exterior construction materials; and
- (c) All such other information Developer may reasonably require to determine the location, scale, design, character, style and exterior appearance of Owner's intended improvements.

All of the foregoing (hereinafter collectively referred to as the "Plans and Specifications") shall conform to the applicable provisions of this Declaration. In addition, the Owner shall deliver to Developer concurrently with the Plans and Specifications a non-refundable plan review fee (the "Plan Review Fee") in a reasonable amount so as to allow the engagement or employment of any necessary consultants therefor for each Lot owned by such Owner for which plan approval is then sought.

4.3. Within forty-five (45) days after Developer's actual receipt of the Plans and Specifications and Plan Review Fee, Developer shall notify Owner in writing whether such Plans and Specifications are approved or disapproved. Any such disapproval shall set forth the reason or reasons for such disapproval and shall list the changes required by the Developer. If Developer fails to so approve or disapprove the Plans and Specifications within said forty-five (45) day period, then Developer's approval shall be conclusively presumed.

4.4. If Developer shall disapprove all or any portion of the Plans and Specifications submitted as aforesaid, the Owner shall revise the Plans and Specifications to incorporate the changes required by the Developer and shall deliver three (3) complete sets of revised Plans and Specifications to Developer. Developer shall have thirty (30) days after its receipt of said revised Plans and Specifications to determine whether Owner has complied with Developer's requested changes. If Developer fails within said thirty (30) day period to advise the Owner in writing whether Developer approves or disapproves any such revised Plans and Specifications, then Developer's approval shall be conclusively presumed. If Developer shall disapprove all or any portion of said revised Plans and Specifications, Owner shall revise the Plans and Specifications in the manner set forth in this Section 4.4 until such time as Developer shall approve or be deemed to have approved said Plans and Specifications.

4.5. The Owner shall secure the approval of Developer with respect to any material change or revision in any Plans and Specifications approved in accordance with this Article IV in the manner provided in this Article for the approval of Plans and Specifications.

4.6. Neither Developer, nor any of its agents, employees, successors and assigns, shall be liable in damages to any Owner or to any other person submitting Plans and Specifications to any one or more of them for approval by reason of the withholding of consent or by reason of a mistake in judgment, negligence or nonfeasance arising out of or occurring in connection with the approval or disapproval or failure to approve or disapprove any such Plans and Specifications, it being the intention of the parties that the Owner's professional consultants shall be responsible for their respective work product.

4.7. The provisions of Articles III and IV of this Declaration shall not apply to any Improvements installed or completed by the Developer or any affiliate or subsidiary of or other entity controlled by or in common control with the Developer.

4.8. From and after the Turnover Date, Owners shall not be obligated to comply with the terms and conditions of this Article IV except to the extent that such Owner shall have been bound by this Article IV prior to the Turnover Date.

ARTICLE V Homeowner's Association

5.1. The Developer shall form a Virginia non-stock corporation to be known as Seven Springs Property Owners' Association which shall provide for maintenance and operation of the Common Area and in general to maintain and promote the desired character of all sub-developments including Quail Run.

5.2 (a) The Association shall have a Board of not less than three (3) directors who shall be elected by the Members of the Association at such intervals as the articles of incorporation and By-Laws of the Association shall provide, except (i) that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board if so provided by the articles of incorporation or By-Laws and (ii) that the first Board and subsequent Boards (until the Turnover Date) shall be appointed by the Developer. Except for directors of the Board appointed by the Developer, all directors shall be Members of the Association. The Developer may, from time to time, by written notice to the Association, elect to relinquish its right to appoint any one or more directors and continue to exercise its right to appoint the remaining directors of the Board until the Turnover Date.

(b) The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly provided otherwise by the corporate charter or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in the Board from time to time and its officers under the direction of the Board, and shall not be subject to the approval of the Members. The directors and officers of the Association shall not be liable to the Owners or any others for any mistake of judgment or any acts or omissions made in good faith as such directors or officers.

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5.3. The Developer shall, through the Board appointed by it in accordance with Section 5.2, exercise control over all Association matters, until the first to occur of the following: (a) the date which is twenty (20) years from the date of this Declaration, (b) the date of the sale and conveyance of legal title to the last of all of the Lots to Owners other than Declarant or an assignee of Declarant as provided in Section 8.12 occurs, or (c) the date Developer elects voluntarily to turn over to the Members the authority to appoint the Board, which election shall be made by directing the Declarant to execute and record in the Office of the Recorder of Deeds of Patrick County, Virginia an instrument setting forth its intention to so turn over its authority hereunder. The date upon which the authority to appoint the Board passes to the Members is hereinafter referred to as the "Turnover Date." On or prior to the Turnover Date, the Developer shall cause Declarant to convey to the Association, and the Association shall accept, the Common Area to be owned by the Association hereunder and the Association shall maintain the Common Area as required hereunder.

5.4. (a) Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or any of its successors in interest owns one or more Lots.

(b) From and after the Turnover Date, each Member shall be entitled to one (1) vote for each Lot owned by him on each matter submitted to a vote of Members; provided, however, that where there is more than one Owner of a Lot, such co-owners of a Lot shall only be entitled to one vote.

5.5. The Association, through the Board, shall have the power and duty to:

(a) Own, maintain and otherwise manage the Common Area and all Improvements thereon and all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain any streets, elect to install and operate a private water system and/or sewage treatment facility, maintain landscaping located on islands, cul-de-sacs and median strips, if any, in the dedicated roads or streets which are within the Property and to maintain any signage and lighting located thereon;

(b) Employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent by Developer shall give the Association the right to terminate without cause or penalty not later than twelve (12) months after the date the initial meeting of the Members of the Association is held as provided in the By-Laws;

(c) Establish and maintain a Contingency and Replacement Reserve in an amount to be determined by the Board;

(d) Maintain, at the expense of the defaulting Owner, all drainage areas and facilities located on the Property in accordance with the reasonable and acceptable engineering requirements of the Municipality in the event that one or more Owners fail to do so;

(e) Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, common water system(s), if any, and/or sewage treatment facilities, if any, lighting and other improvements located in the Common Areas;

(f) At its option, mow, care for, maintain and remove rubbish from any vacant or unimproved portions of the Property and to do any other things necessary or desirable in the judgment of the Board to keep any vacant or unimproved portions of the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Declarant;

(g) Make such improvements to the Common Area and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Members of the Association acting in accordance with its articles of incorporation and By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping Seven Springs and Quail Run highly desirable residential communities; and

(h) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by this Declaration, the articles of incorporation or the By-Laws.

5.6. The Board shall also have the authority and responsibility to obtain and maintain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers' compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, each member, the Association, its officers, the Board, the Declarant, and their respective employees and agents from liability and insuring the officers of the Association and the Board from liability for any good faith actions taken beyond the scope of their respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties by having a severability of interests endorsement. The premiums

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for such insurance shall be common expenses payable out of the proceeds of the assessments required by and collected in accordance with this Article V. The Association shall also have the authority and responsibility to obtain and maintain insurance policies covering the Common Area against loss or damage by fire and such other hazards contained in customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable. The Association shall also have the authority to obtain such other kinds of insurance as the Association shall from time to time deem prudent.

5.7. The Board, officers of the Association and the employees and agents of any of them shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend the foregoing parties against all claims, suits, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. The burden

6.6. The failure or delay of the Board to prepare or serve the Estimated Cash Requirement on any Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay his share of such Estimated Cash Requirement as herein provided, as and when the Estimated Cash Requirement shall be determined, and, in the absence of the preparation of the Estimated Cash Requirement, the Owner shall continue to pay his share of such Estimated Cash Requirement at the then existing annual rate established for the previous calendar year, subject to adjustment at such time as the Estimated Cash Requirement has been prepared and the Owners have been notified thereof.

6.7. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures pertaining to the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses so incurred. Such records and the vouchers authorizing the payments described therein shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, or any holder of a Mortgage at such reasonable time or times during normal business hours when requested by an Owner or by the holder of a Mortgage. Upon five (5) days' prior written notice to the Board, any Owner shall be furnished a statement of his account, which statement shall set forth the amount of any unpaid assessments or other charges due and owing from such Owner.

6.8. All funds collected hereunder shall be held and expended for the purposes designated herein, and are hereby held in trust for the benefit, use and account of all Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

6.9. Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear interest from and after the due date at the lesser of the rate of twelve percent (12%) per annum or the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot, and interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount

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of any such overdue assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of any such Owner when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of mortgage liens against real estate. The directors of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such foreclosure sale.

6.10. In addition to the rights and remedies set forth in Section 6.9, if any Owner shall default in the payment, when same shall be due, of the aforesaid charges or assessments and said default shall continue for thirty (30) days after written notice to said Owner by the Board, of the amount of unpaid charges or assessments and a demand for payment thereof, the Board shall have the right to declare said default a forcible detainer of the Dwelling and shall have the right, on behalf of the other Owners, to enter and take possession of the Dwelling from any defaulting Owner, to put out said Owner, or any occupant or tenant claiming by, through or under said Owner, using such reasonable force as the Board shall deem necessary under the circumstances and, in addition, to exercise any other rights or remedies provided by applicable law.

6.11. The lien of assessments provided for herein shall be subordinate to the lien of any Mortgage now or hereafter placed on the Lots. In the event of the issuance of a deed pursuant to the foreclosure of such prior Mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien for assessment authorized by this Declaration so long as any such lien shall have arisen prior to the date of recording of any such deed.

ARTICLE VII Easements

7.1. Declarant hereby declares the following non-exclusive easements are hereby created with respect to the Common Area:

(a) Each Owner and their respective guests, invitees and employees shall have a non-exclusive easement for use and enjoyment in and to the Common Area subject to the following: (i) the right of the Association to pass reasonable rules and regulations relating to such use and enjoyment, (ii) the right of the Association to suspend an Owner's right to use or enjoy such easement for any period during which such Owner may be in violation of this Declaration, (iii) the right of the Association to levy assessments as herein provided, and (iv) any and all rights reserved to Declarant, Developer and the Association as herein provided.

(b) A non-exclusive easement for the installation and maintenance of drainage facilities and utility easements is hereby granted to the Association and reserved by the Declarant over, under, across and through the Common Area and, if legally mandated by a utility, along the side of and adjacent to the Common Area. If any such drainage or utility facilities are not installed or if any easements for such purposes are not created with respect to a Lot or any portion thereof prior to delivery of a Lot Deed to an Owner, said Owner hereby grants to the Declarant and the Association a power of attorney to execute and record any such easements with respect to any Lots owned by said Owner for the benefit of the Property. The foregoing power of attorney is hereby coupled with an interest and is therefore irrevocable.

7.2. The Declarant, Developer, Association and any of their respective agents, employees and independent contractors shall have the right to enter upon the Common Area and any Lot to the extent necessary for the purpose of maintaining, repairing and replacing the Common Area and any improvements in, on, under or upon the Common Area as herein provided or for performing any of their respective obligations herein provided. In any such case, the Declarant, Developer, Association or any of their agents, employees or independent contractors shall not be guilty of any trespass.

7.3. The Declarant, Developer and the Association hereby reserve the right to grant easements for ingress, egress, installation, construction, reconstruction, maintenance, repair, operation and inspection of utility services over, under, across and through the Common Area as they deem necessary or desirable in order to effectuate the intent of this Declaration.

ARTICLE VIII General Provisions

8.1. The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit

of and be enforceable by the Board, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Offices of the Recorders of Deeds of the Counties of Patrick and Carroll, Virginia, after which time said

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covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinabove provided.

8.2. If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time during which such covenants may be valid, then said covenant shall continue and endure only until the expiration of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of William Jefferson Clinton, President of the United States, living at the date of this Declaration.

8.3. If at any time or times the Board shall deem it necessary or advisable to rerecord this Declaration or any part hereof in the Offices of either or both the Recorders of Deeds of the Counties of Patrick or Carroll, Virginia, in order to avoid the expiration hereof or of any of the covenants or other provisions herein contained under any of the provisions of any applicable law, it shall submit the matter to a meeting of the Members of the Association called upon not less than ten (10) days' notice, and unless at such meeting at least two-thirds (2/3) of said Members shall vote against such rerecording, the Board shall have, and is hereby granted, power to so rerecord this Declaration or such part thereof, and such rerecording shall be binding upon all Owners of any part of the Property in every way and with all the full force and effect as though such action were taken by each of said Owners and the rerecorded document executed and acknowledged by each of them.

8.4. Each grantee of Declarant by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section 8.4 or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Lot as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.

8.5. Developer, the Association, and each Owner from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Lot any improvement which is and remains in violation of the covenants above set forth, or any of them, for a period of thirty (30) days after delivery of written notice thereof (in the manner provided in Section 8.14 hereof) from Developer or the Association to the Owner of any such Lot, then Developer or the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily to abate or remove it at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Developer, the Association and the Owners to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to do so respecting any such violation or any subsequent violation.

8.6. Subject to the provisions of Section 8.7, the Owners may revoke, modify, amend or supplement in whole or in part any or all of the covenants, obligations and conditions contained in this Declaration and may release all or any part of the Property from all or any part of this Declaration. Any such revocation, modification, amendment or supplement may be made effective at any time if the Owners of at least two-thirds (2/3) of the Lots and the Developer consent thereto, the consent of the Developer being required so long as the Declarant owns any Lots. Any such revocations, modifications, amendments or supplements shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners, certified by the Secretary of the Association and recorded in the applicable Offices of the Recorders of Deeds of the Counties of Patrick and/or Carroll, Virginia.

8.7. Declarant hereby reserves the right and power to record a special amendment (hereinafter the "Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans' Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering any Lot, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In addition, a Special Amendment shall also be deemed to include, until the Turnover Date, such amendment to this Declaration as Declarant elects to record at any time and from time to time for any other purpose, so long as such amendment will not materially impair the rights of the Owners hereunder or materially increase the

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expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Said power shall be irrevocable. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record Special Amendments. Subject to the provisions of Section 8.12 hereof, the right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds title to any Lot.

8.8. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development for the Property.

8.9. In the event title to any Lot is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this

Declaration against any such Lot. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon said Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to any such Lot.

8.10. All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.

8.11. If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

8.12. Notwithstanding anything herein to the contrary, either or both of Declarant and Developer, as Declarant and Developer in their sole discretion may determine, hereby reserve the right to transfer, assign, mortgage or pledge any and all of either's respective privileges, rights, title and interests hereunder, or in the Property, by means of recording an assignment of such with the Offices of the Recorders of Deeds of the Counties of Patrick and/or Carroll, Virginia. Upon such assignment, either or both of Declarant and Developer, as the case may be, shall be relieved from any liability arising from the performance or non-performance of such rights and obligations accruing from and after the recording of such assignment. No such successor assignee of the rights of either or both of Declarant and Developer, as the case may be, shall have or incur any liability for the obligations or acts of any predecessor in interest.

8.13. Developer may, at its sole discretion, elect to bring within the scheme of this Declaration certain portions of adjacent or nearby properties, and/or the property legally described on Exhibit D, if attached hereto, and by this reference made a part hereof (hereinafter referred to as the "Additional Property"). Developer is not obligated in any manner by this Declaration to annex the Additional Property to the Property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex contiguous tracts, it being the intention hereof that Developer may decline to exercise the rights granted in this Section 8.13 or may elect to exercise such rights only to a limited extent. The additions authorized by the following and succeeding provisions of this Section 8.13 shall be made by recording in the applicable Offices of the Recorders of Deeds for the Counties of Patrick and/or Carroll, Virginia, a Supplementary Declaration with respect to the Additional Property, or portion thereof, which shall extend the scheme of this Declaration to the property to be annexed (hereinafter referred to as the "Annexed Property"). Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as are not inconsistent with the scheme of this Declaration. At such time as the Declarant causes the recording of such Supplementary Declaration or Declarations, then in such event: (a) the provisions of this Declaration applicable to the Common Area located on such Annexed Property, and the rights of Declarant and Developer with respect thereto, and all other rights, easements, covenants, restrictions, burdens, uses and privileges appurtenant to the Common Area shall include and apply to the Common Area as extended by such annexation; (b) every person or entity who shall become an Owner of any Dwelling located in such Annexed Property shall be and become a Member of the Association on the same terms and conditions and subject to the same qualifications and limitations, as those Members who are then Owners of Dwellings located on the Property; (c) Developer and Declarant shall have and enjoy in such Annexed Property all easements and exercise all rights, privileges and immunities reserved to them or either of them in this Declaration in the same manner and with the same force and effect as though the term Property as used in this Declaration included such Annexed Property; and (d) in all other respects, all the provisions of this Declaration shall include and apply to such Annexed Property in the same manner and with the same force and effect as though such Annexed Property had been subject to the provisions of this Declaration.

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8.14. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be either the street address of the Lot owned by such Owner or the last address of Owner disclosed by Owner to the Declarant. The Association shall maintain a file of such addresses. A written notice, delivered in person or sent, postage and courier costs prepaid, by express courier or deposited in the United States mails and addressed to the Owner at either address shall be sufficient and proper notice to such Owner and shall be deemed delivered on the third (3rd) day after deposit with the courier service or in the United States mails, or earlier if actually received or delivered in person.

IN WITNESS WHEREOF, the Declarant has caused its name to be signed to this Declaration by the President of the General Partner of the Partnership, as of the day and year first above written.

VIRGINIA PARKWAY ESTATES
LIMITED PARTNERSHIP

By: VPE, Inc., General Partner

[Signature]

Allen S. Pesmen, President

STATE OF ILLINOIS

COUNTY OF LAKE

} SS.

I, Enid Pesmen, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Allen S. Pesmen, the President of VPE, Inc., the General Partner of Virginia Parkway Estates Limited Partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of this 1st day of March, 1996.



[Signature]
Notary Public

COMMONWEALTH OF VIRGINIA)
)
COUNTY OF PATRICK)

0501611

DECLARATION OF
RESTRICTIVE COVENANTS FOR
*QUAIL RUN WITHIN
THE SEVEN SPRINGS
Quail Run Lots #1 - 6 Only*

5/31/05 Del. to Eddie Leonard

KNOW ALL MEN BY THESE PRESENTS that whereas VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP (the "Declarant") on this 15th day of May, 2005 was either the Declarant or is the successor to the Declarant of Quail Run lots #1 through #6 in the subdivision known as *QUAIL RUN* ("the "Development") within the development known as *THE SEVEN SPRINGS* (the "Master Development") which is located within the County of Patrick and the Commonwealth of Virginia. The several *QUAIL RUN* properties are portrayed on the following plats of survey:

The *QUAIL RUN* lots, #1 through #6, inclusive, are portrayed on the plat of survey:
(a) Survey prepared by Larry G. Rakes, L.L.S., dated November 19, 1998, recorded on February 19, 1999 in Plat Cabinet #1, Slide 163H in the Clerk's Office for the County of Patrick, Commonwealth of Virginia.

The *QUAIL RUN* lots, #7 through #16, inclusive, covered under a similar Declaration as this, are portrayed on the plat of survey:
(b) "Quail Run at the Seven Springs" as prepared by L. J. Quesenberry, L.S., dated May ____, 2005, recorded on May ____, 2005 in the Clerk's Office for the County of Patrick, Commonwealth of Virginia, as Instrument # ____ in Plat Cabinet __, Slide ____.

For the benefit of the Property and the owners and to enhance and protect the values, the Declarant desires to create and maintain a harmonious development by the imposition of protective and beneficial covenants, restrictions, conditions and easements upon the present and future owners of all *QUAIL RUN* lots and to provide for the preservation and maintenance of Common Areas, Recreational Lots (and, where applicable, Well Rights) within *THE SEVEN SPRINGS* that are shown on the various Surveys of the various Developments within the Master Development.

This Declaration shall replace the existing Declarations dated March 1, 1996, recorded in the Clerk's Office of Patrick County on May 30, 1996 as Instrument #1108 in Deed Book 314, Page 84.

The Declarant hereby covenants and agrees, for itself and its successors and assigns, with all persons, firms, corporations, and other parties as shall have heretofore acquired and shall hereafter acquire title to lots within the aforesaid Development, that all of the said lots are hereby subjected to the following restrictions and those contained in the By-Laws, Rules and Regulations of the Association (as hereinafter identified) all to be appurtenant to and to run with and benefit all of the lots in said Development, by their respective successors and assigns or whomsoever owned.

Special Interior Roadways: All of Quail Run lots #1 through #6 are served by one or more common roads through the Property that connects the Lots to Wills Gap Mountain Road. The owners of Lots within *Quail Run* agree to be responsible for their equitable share of the maintenance and upkeep of such roads to the extent that such roads are shared by each Lot owner; provided, however, that section of any interior road which is located entirely upon and within any Lot or Lots shall be the sole responsibility of said owner or owners sharing such road section.

1. **USE OF LOTS:** All lots shall be used only for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses. One secondary guest cottage shall be permitted on each lot; however, any such guest cottage shall not be used as a permanent residence or for commercial purposes. No all-terrain vehicle (ATV) shall be used within either the Development or *The Seven Springs* and there shall be no hunting or discharge of any firearm within. No Lot shall be timbered except for normal widening of interior roadways, areas required for the construction of residences and reasonably adjacent yard areas and for reasonable views.

2. **SUBDIVISION OF LOTS:** No lot subject to this Declaration shall be subdivided, except that any two lot owners may subdivide a lot or lots which lie between their lots, but only one residence shall be built on each combined lot so that all residences are situated on a lot of no less than two acres.

3. **DWELLING AND USE RESTRICTIONS:** Any dwelling house built in this Development after the date hereof shall contain at least 1,200 square feet of heated living area and be new, stick-built and constructed upon the premises and shall comply with all State, County and local building standards and codes, including specifically those standards for plumbing, septic and electrical work. Single- and double-wide mobile homes and manufactured homes are specifically prohibited. All buildings, including dwelling houses and outbuildings, shall be constructed of natural wood, stone or brick materials, including but not limited to brick, stone, log, clapboard, shingle, or high-quality composite materials with the same appearance as natural wood materials. In no event shall aluminum, vinyl siding or cinder block be used on any dwelling house or outbuilding, nor shall exposed cinder block foundations be permitted. Owners shall not alter the rate or direction of the flow of water from or across any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas. No building may be closer than thirty feet from the road easement and all Lot lines. All fuel tanks shall be housed out of view from other properties. No signs or billboards shall be maintained except for conventional "for sale" signs of usual size.

4. **UTILITY EASEMENTS:** There are reserved rights of access across the twenty feet of every Lot measured from the edge of each road right of way adjoining each lot. Such rights are reserved to the Declarant, the Association and such public and private utilities as are granted rights including, but not limited to, electricity, telephone and related purposes and, where applicable, for sewer and water distribution including for the maintenance, repair and replacement thereto and maintenance of the roadway slopes and shoulders.

5. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided they are not permitted to live outside or otherwise become a nuisance to the neighborhood. Any property owner who owns five or more adjacent acres may petition the Declarant or Association for permission to maintain horses and, if granted, shall be subject to all conditions as may be conditioned and imposed thereupon.

6. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be allowed to become littered or appear to be maintained as a dumping ground for refuse or rubbish. All trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be regularly emptied, cleaned and kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on, in or upon the premises.

7. **PARKING:** Cars, other vehicles and boats shall be parked in locations in the garage or near to the dwelling so as to not appear unsightly. Maintenance or repair of vehicles shall only be within the garage or upon the driveway near to the dwelling. The parking of wrecked, junked, disabled or otherwise unlicensed vehicles or industrial or construction equipment shall not be permitted upon any lot. Where adequate width of roadway is available, guest parking only shall be allowed upon the minor cul-de-sac roadway adjacent to any lot. No discarded automobile parts or other discarded material, waste or rubbish shall be permitted to remain on any lot.

8. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently (except a possible marketing/sales office by Declarant). Campers and recreational vehicles may be used for temporary camping purposes but in no event shall any camper or recreational vehicle be connected to any permanent or semi-permanent electrical connection, septic connection; or other utility service connection of any kind. No camper or recreational vehicle of any kind shall be permitted to remain upon any lot for more than six months.

9. **OWNERS' ASSOCIATION:** For the purposes of the maintenance and operation of the Common Areas and Wells rights, if applicable, the *Seven Springs Property Owners Association, Ltd.* (the "Association") has been organized as a non-stock corporation association organized, licensed and in good standing with Commonwealth of Virginia and also its Office of Professional and Occupational Registration. The owner(s) of each lot, by acceptance of a deed, shall collectively constitute one member of the Association and its successors and assigns. Membership in the Association shall be subject to the By-Laws and Rules and Regulations set forth on Exhibit A attached to and made a part hereof as if set forth herein and specifically including all land use provisions and easements provided therein.

10. **RIGHTS TO PRIVATE ROADS:** Every owner shall have a non-exclusive right and easement of access and enjoyment and be burdened by similar rights of other property owners in and to the private roads and common areas, if any, which shall be appurtenant to their lots and those which provide access from public roads. Such access rights shall pass with the title for every lot subject to the provisions of this Declaration and referred to recorded Subdivision Survey.

11. **TITLE TO PRIVATE ROADS:** The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the private roads and common areas, if any, shown in the aforementioned recorded Surveys, and all subsequent Surveys which will portray access from the property owners' lot to the public road(s), as well as those roads and common areas, if any, which are part of this Development as those portions may be annexed in the future. Some of the lots may include property lying within the roadways and such roadway property shall be the subject of reciprocal non-exclusive rights as set forth in paragraph 9.

12. **RIGHT OF MODIFICATION:** The Declarant has developed The Seven Springs and this Development pursuant to a master or general plan of development, and does not currently intend to materially modify such plan. However, the Declarant reserves to itself and to its successors and assigns, the right to cancel, modify or change any of the above restrictions by one or more amendments as may hereafter be recorded in the Clerk's Office of Patrick County, Virginia.

13. **APPLICABLE PERIOD:** The foregoing covenant, restrictions and conditions shall remain in full force and effect, unless sooner changed in accordance with Paragraph 14 herein, for thirty (30) years from the date hereof, at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of five (5) years each unless by a vote of a majority of the then-owners of the lots it is agreed to change or extend the said covenants in whole or in part.

14. **DELEGATION AND ASSIGNABILITY:** Declarant shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant. Further, notwithstanding any other provision contained herein to the contrary, Declarant shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to the private roads and common areas, if any (and common well, if applicable); provided, however, that any transferee, grantee or assignee shall be deemed to have legally assumed the same. In the event of any such sale, transfer or conveyance, Declarant shall not be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Declarant's obligations under these covenants as shall arise after such sale, transfer or conveyance.

15. **INTERPRETATION:** No captions or titles in this Declaration shall be considered in the interpretation of any of the provisions hereof.

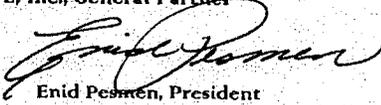
16. **CONFLICT:** In case of conflict between any of the foregoing provisions and any zoning ordinance (or exceptions thereto which may lawfully be made by the relevant zoning board) or laws which may now be in effect, or which may hereafter be enacted, such zoning ordinances or laws shall control, if such laws are more restrictive than provided herein.

17. **SEVERABILITY:** Invalidation of anyone of these covenants, restrictions, or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the President of VPE, Inc., General Partner of Declarant, has hereto set her hand, by authority duly given this the 15th day of May, 2005.

VIRGINIA PARKWAY ESTATES
LIMITED PARTNERSHIP

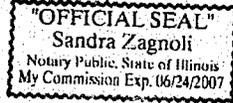
By: VPE, Inc., General Partner

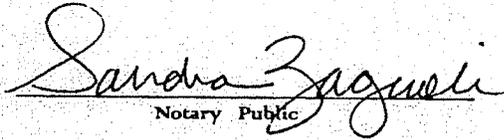
By: 
Enid Pesmen, President

STATE OF ILLINOIS)
LAKE COUNTY) ss:

On this, the 15th day of May, 2005, I, Sandra Zagnoli, a duly authorized notary public of good standing in Lake County, Illinois, certify that Enid Pesmen personally came before me this day and acknowledged that she is the President of VPE, Inc., General Partner of Virginia Parkway Estates Limited Partnership, and that by authority duly given and as the act of each entity, she executed the foregoing instrument in the name of the General Partner on behalf of the aforesaid Partnership.

My Commission Expires:




Notary Public

5/31/05 Del. to: Eddie Leonard

COMMONWEALTH OF VIRGINIA)
COUNTY OF PATRICK)

SS: 0501612

DECLARATION OF
RESTRICTIVE COVENANTS FOR
QUAIL RUN WITHIN
THE SEVEN SPRINGS
Quail Run Lots #7-16

KNOW ALL MEN BY THESE PRESENTS that whereas VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP (the "Declarant") on this 15th day of May, 2005, is the owner of all of the lots, #7 through #16, inclusive, within the subdivision known as *QUAIL RUN* ("the "Development") within the development known as *THE SEVEN SPRINGS* (the "Master Development") located within the County of Patrick and the Commonwealth of Virginia.

The *QUAIL RUN* lots, #7 through #16, inclusive, are portrayed on the following described plat of survey:

(a) "Quail Run at the Seven Springs" as prepared by L. J. Quesenberry, L.S., dated May __, 2005, recorded on May __, 2005 in the Clerk's Office for the County of Patrick, Commonwealth of Virginia, as Instrument # __ in Plat Cabinet __, Slide __, and

The *QUAIL RUN* lots, #1 through #6, inclusive, covered under a similar Declaration as this, are portrayed on the following described plat of survey:

(b) Survey prepared by Larry G. Rakes, L.L.S., dated November 19, 1998, recorded on February 19, 1999 in Plat Cabinet #1, Slide 165H in the aforesaid Clerk's Office.

For the benefit of the Property and the owners and to enhance and protect the values, the Declarant desires to create and maintain a harmonious development by the imposition of protective and beneficial covenants, restrictions, conditions and easements upon the future owners of all the aforesaid *QUAIL RUN* lots and to provide for the preservation and maintenance of Common and Recreation Areas (and, where applicable, Well Rights) within *THE SEVEN SPRINGS*, all of which are shown on the various Surveys of the various Developments within the Master Development.

This Declaration shall replace the existing Declarations dated March 1, 1996, recorded in the Clerk's Office of Patrick County on May 30, 1996 as Instrument #1108 in Deed Book 314, Page 84.

The Declarant hereby covenants and agrees, for itself and its successors and assigns, with all persons, entities and other parties as shall hereafter acquire title to lots within the aforesaid Development, that all of the said lots are hereby subjected to the following restrictions and those contained in the By-Laws, Rules and Regulations of the Association (as hereinafter identified) to be appurtenant to and to run with and benefit all of the lots in said Development, by their respective successors and assigns or by whomsoever owned.

1. **USE OF LOTS:** All lots shall be used only for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses. One secondary guest cottage shall be permitted on each lot; however, any such guest cottage shall not be used as a permanent residence or for commercial purposes. No all-terrain vehicle (ATV) shall be used within either the Development or *The Seven Springs* and there shall be no hunting or discharge of any firearm within. No Lot shall be timbered except for normal widening of interior roadways, areas required for the construction of residences and reasonably adjacent yard areas and for reasonable views.

2. **SUBDIVISION OF LOTS:** No lot subject to this Declaration shall be subdivided, except that any two lot owners may subdivide a lot or lots which lie between their lots, but only one residence shall be built on each combined lot so that all residences are situated on a lot of no less than two acres.

3. **DWELLING AND USE RESTRICTIONS:** Any dwelling house built in this Development after the date hereof shall contain at least 1,200 square feet of heated living area and be new, stick-built and constructed upon the premises and shall comply with all State, County and local building standards and codes, including specifically those standards for plumbing, septic and electrical work. Single- and double-wide mobile homes and manufactured homes are specifically prohibited. All buildings, including dwelling houses and outbuildings, shall be constructed of natural wood, stone or brick materials, including but not limited to brick, stone, log, clapboard, shingle, or high-quality composite materials with the same appearance as natural wood materials. In no event shall aluminum, vinyl siding or cinder block be used on any dwelling house or outbuilding, nor shall exposed cinder block foundations be permitted. Owners shall not alter the rate or direction of the flow of water from or across any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas. No building may be closer than thirty feet from the road easement and all Lot lines. All fuel tanks shall be housed out of view from other properties. No signs or billboards shall be maintained except for conventional "for sale" signs of usual size and for and during the Declarant's marketing efforts.

4. **UTILITY EASEMENTS:** There are reserved rights of access across the twenty feet of every Lot measured from the edge of each road right of way adjoining each lot. Such rights are reserved to the Declarant, the Association and such public and private utilities as are granted rights including, but not limited to, electricity, telephone and related purposes and, where applicable, for sewer and water distribution including for the maintenance, repair and replacement thereto and maintenance of the roadway slopes and shoulders.

5. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided they are not permitted to live outside or otherwise become a nuisance to the neighborhood. Any property owner who owns five or more adjacent acres may petition the Declarant or Association for permission to maintain horses and, if granted, shall be subject to all conditions as may be conditioned and imposed thereupon.

6. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be allowed to become littered or appear to be maintained as a dumping ground for refuse or rubbish. All trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be regularly emptied, cleaned and kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on, in or upon the premises.

7. **PARKING:** Cars, other vehicles and boats shall be parked in locations in the garage or near to the dwelling so as to not appear unsightly. Maintenance or repair of vehicles shall only be within the garage or upon the driveway near to the dwelling. The parking of wrecked, junked, disabled or otherwise unlicensed vehicles or industrial or construction equipment shall not be permitted upon any lot. Where adequate width of roadway is available, guest parking only shall be allowed upon the minor cul-de-sac roadway adjacent to any lot. No discarded automobile parts or other discarded material, waste or rubbish shall be permitted to remain on any lot.

8. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently (except a possible marketing/sales office by Declarant). Campers and recreational vehicles may be used for temporary camping purposes but in no event shall any camper or recreational vehicle be connected to any permanent or semi-permanent electrical connection, septic connection, or other utility service connection of any kind. No camper or recreational vehicle of any kind shall be permitted to remain upon any lot for more than six months.

9. **OWNERS' ASSOCIATION:** For the purposes of the maintenance and operation of the Common Areas and Wells rights, if applicable, the *Seven Springs Property Owners Association, Ltd.* (the "Association") has been organized as a non-stock corporation association organized, licensed and in good standing with Commonwealth of Virginia and also its Office of Professional and Occupational Registration. The owner(s) of each lot, by acceptance of a deed, shall collectively constitute one member of the Association and its successors and assigns. Membership in the Association shall be subject to the By-Laws and Rules and Regulations set forth on Exhibit A attached to and made a part hereof as if set forth herein and specifically including all land use provisions and easements provided therein.
10. **RIGHTS TO PRIVATE ROADS:** Every owner shall have a non-exclusive right and easement of access and enjoyment and be burdened by similar rights of other property owners in and to the private roads and common areas, if any, which shall be appurtenant to their lots and those which provide access from public roads. Such access rights shall pass with the title for every lot subject to the provisions of this Declaration and referred to recorded Subdivision Survey.
11. **TITLE TO PRIVATE ROADS:** The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the private roads and common areas, if any, shown in the aforementioned recorded Surveys, and all subsequent Surveys which will portray access from the property owners' lot to the public road(s), as well as those roads and common areas, if any, which are part of this Development as those portions may be annexed in the future. Some of the lots may include property lying within the roadways and such roadway property shall be the subject of reciprocal non-exclusive rights as set forth in paragraph 9.
12. **RIGHT OF MODIFICATION:** The Declarant has developed The Seven Springs and this Development pursuant to a master or general plan of development, and does not currently intend to materially modify such plan. However, the Declarant reserves to itself and to its successors and assigns, the right to cancel, modify or change any of the above restrictions by one or more amendments as may hereafter be recorded in the Clerk's Office of Patrick County, Virginia.
13. **APPLICABLE PERIOD:** The foregoing covenant, restrictions and conditions shall remain in full force and effect, unless sooner changed in accordance with Paragraph 14 herein, for thirty (30) years from the date hereof, at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of five (5) years each unless by a vote of a majority of the then-owners of the lots it is agreed to change or extend the said covenants in whole or in part.
14. **DELEGATION AND ASSIGNABILITY:** Declarant shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant. Further, notwithstanding any other provision contained herein to the contrary, Declarant shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to the private roads and common areas, if any (and common well, if applicable); provided, however, that any transferee, grantee or assignee shall be deemed to have legally assumed the same. In the event of any such sale, transfer or conveyance, Declarant shall not be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Declarant's obligations under these covenants as shall arise after such sale, transfer or conveyance.
15. **INTERPRETATION:** No captions or titles in this Declaration shall be considered in the interpretation of any of the provisions hereof.
16. **CONFLICT:** In case of conflict between any of the foregoing provisions and any zoning ordinance (or exceptions thereto which may lawfully be made by the relevant zoning board) or laws which may now be in effect, or which may hereafter be enacted, such zoning ordinances or laws shall control, if such laws are more restrictive than provided herein.
17. **SEVERABILITY:** Invalidation of anyone of these covenants, restrictions, or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the President of VPE, Inc., General Partner of Declarant, has set her hand, by authority duly given this the 15th day of May, 2005.

VIRGINIA PARKWAY ESTATES
LIMITED PARTNERSHIP

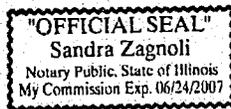
By: VPE, Inc., General Partner

Enid Pesmen
Enid Pesmen, President

STATE OF ILLINOIS)
LAKE COUNTY) ss:

On this, the 15th day of May, 2005, I, Sandra Zagnoli, a duly authorized notary public of good standing in Lake County, Illinois, certify that Enid Pesmen personally came before me this day and acknowledged that she is the President of VPE, Inc., General Partner of Virginia Parkway Estates Limited Partnership, and that by authority duly given and as the act of each entity, she executed the foregoing instrument in the name of the General Partner and on behalf of the aforesaid Partnership.

My Commission Expires:



Notary Public

Sandra Zagnoli

GRANTOR/GRANTEE: VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP

DECLARANT IS AND WHEN RECORDED RETURN TO:
VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP
6 WESTWOOD LANE
LINCOLNSHIRE, IL 60069

1501892

COMMONWEALTH OF VIRGINIA)
COUNTY OF PATRICK)

sent to:
Robin Black
Le Westwood Ln
Lincolnshire IL
60069

AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE
COVENANTS FOR QUAIL RUN
WITHIN THE SEVEN SPRINGS
QUAIL RUN LOTS #1-8 ONLY

KNOW ALL MEN BY THESE PRESENTS that whereas VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP (the "Declarant") as of this 26th day of May, 2015 was either the Declarant or is the successor to the Declarant of Quail Run lots #1 through #8 in the subdivision known as QUAIL RUN (the "Development") within the development known as THE SEVEN SPRINGS (the "Master Development") which is located within the County of Patrick and the Commonwealth of Virginia. The several QUAIL RUN properties are portrayed on the following plats of survey:

The QUAIL RUN lots, #1 through #6, inclusive, are portrayed on that Survey prepared by Larry G. Rakes, L.L.S., dated November 19, 1998, recorded on February 19, 1999 in Plat Cabinet #1, Slide 163H in the Clerk's Office for the County of Patrick, Commonwealth of Virginia, and,

The QUAIL RUN lots, #7 and #8, inclusive, are portrayed on a portion of that Survey "Quail Run at the Seven Springs" as prepared by L. J. Quesenberry, L.S., dated May 15, 2005, recorded on May 31, 2005 in the Clerk's Office for the County of Patrick, Commonwealth of Virginia, as Instrument # 0500001612 in Plat Cabinet 1, Slide 282A.

For the benefit of the Property and the owners and to enhance and protect the values, the Declarant desires to create and maintain a harmonious development by the imposition of protective and beneficial covenants, restrictions, conditions and easements upon the present and future owners of all QUAIL RUN lots and to provide for the preservation and maintenance of Common Areas, Recreational Lots (and, where applicable, Well Rights) within THE SEVEN SPRINGS that are shown on the various Surveys of the various Developments within the Master Development.

This Declaration shall replace the existing Declarations dated March 1, 1996, recorded in the Clerk's Office of Patrick County on May 30, 1996 as Instrument #1108 in Deed Book 314, Page 84, and dated May 15, 2005, recorded in the Clerk's Office of Patrick County on May 31, 2005 as Instrument #0501611.

The Declarant hereby covenants and agrees, for itself and its successors and assigns, with all persons, firms, corporations, and other parties as shall have heretofore acquired and shall hereafter acquire title to lots within the aforesaid Development, that all of the said lots are hereby

subjected to the following restrictions and those contained in the By-Laws, Rules and Regulations of the Association (as hereinafter identified) all to be appurtenant to and to run with and benefit all of the lots in said Development, by their respective successors and assigns or whomsoever owned.

Special Interior Roadways: All of Quail Run lots #1 through #8 are served by one or more common roads through the Property that connects the Lots to Wills Gap Mountain Road. The owners of Lots within *Quail Run* agree to be responsible for their equitable share of the maintenance and upkeep of such roads to the extent that such roads are shared by each Lot owner; provided, however, that section of any interior road which is located entirely upon and within any Lot or Lots shall be the sole responsibility of said owner or owners sharing such road section.

1. **USE OF LOTS:** All lots shall be used only for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses. One secondary guest cottage shall be permitted on each lot; however, any such guest cottage shall not be used as a permanent residence or for commercial purposes. No all-terrain vehicle (ATV) shall be used within either the Development or *The Seven Springs* and there shall be no hunting or discharge of any firearm within. No Lot shall be timbered except for normal widening of interior roadways, areas required for the construction of residences and reasonably adjacent yard areas and for reasonable views.

2. **SUBDIVISION OF LOTS:** No lot subject to this Declaration shall be subdivided, except that any two lot owners may subdivide a lot or lots which lie between their lots, but only one residence shall be built on each combined lot so that all residences are situated on a lot of no less than two acres.

3. **DWELLING AND USE RESTRICTIONS:** Any dwelling house built in this Development after the date hereof shall contain at least 1,200 square feet of heated living area and be new, stick-built and constructed upon the premises and shall comply with all State, County and local building standards and codes, including specifically those standards for plumbing, septic and electrical work. Single- and double-wide mobile homes and manufactured homes are specifically prohibited. All buildings, including dwelling houses and outbuildings, shall be constructed of natural wood, stone or brick materials, including but not limited to brick, stone, log, clapboard, shingle, or high-quality composite materials with the same appearance as natural wood materials. In no event shall aluminum, vinyl siding or cinder block be used on any dwelling house or outbuilding, nor shall exposed cinder block foundations be permitted. Owners shall not alter the rate or direction of the flow of water from or across any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas. No building may be closer than thirty feet from the road easement and all Lot lines. All fuel tanks shall be housed out of view from other properties. No signs or billboards shall be maintained except for conventional "for sale" signs of usual size.

4. **UTILITY EASEMENTS:** There are reserved rights of access across the twenty feet of every Lot measured from the edge of each road right of way adjoining each lot. Such rights are reserved to the Declarant, the Association and such public and private utilities as are granted rights including, but not limited to, electricity, telephone and related purposes and, where applicable, for sewer and water distribution including for the maintenance, repair and replacement thereto and maintenance of the roadway slopes and shoulders.

5. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided they are not permitted to live outside or otherwise become a nuisance to the neighborhood. Any property

owner who owns five or more adjacent acres may petition the Declarant or Association for permission to maintain horses and, if granted, shall be subject to all conditions as may be conditioned and imposed thereupon.

6. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be allowed to become littered or appear to be maintained as a dumping ground for refuse or rubbish. All trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be regularly emptied, cleaned and kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on, in or upon the premises.

7. **PARKING:** Cars, other vehicles and boats shall be parked in locations in the garage or near to the dwelling so as to not appear unsightly. Maintenance or repair of vehicles shall only be within the garage or upon the driveway near to the dwelling. The parking of wrecked, junked, disabled or otherwise unlicensed vehicles or industrial or construction equipment shall not be permitted upon any lot. Where adequate width of roadway is available, guest parking only shall be allowed upon the minor cul-de-sac roadway adjacent to any lot. No discarded automobile parts or other discarded material, waste or rubbish shall be permitted to remain on any lot.

8. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently (except a possible marketing/sales office by Declarant). Campers and recreational vehicles may be used for temporary camping purposes but in no event shall any camper or recreational vehicle be connected to any permanent or semi-permanent electrical connection, septic connection, or other utility service connection of any kind. No camper or recreational vehicle of any kind shall be permitted to remain upon any lot for more than six months.

9. **OWNERS' ASSOCIATION:** For the purposes of the maintenance and operation of the Common Areas and Wells rights, if applicable, the *Seven Springs Property Owners Association, Ltd* (the "Association") has been organized as a non-stock corporation association organized, licensed and in good standing with Commonwealth of Virginia and also its Office of Professional and Occupational Registration. The owner(s) of each lot, by acceptance of a deed, shall collectively constitute one member of the Association and its successors and assigns. Membership in the Association shall be subject to the By-Laws and Rules and Regulations set forth on Exhibit A attached to and made a part hereof as if set forth herein and specifically including all land use provisions and easements provided therein.

10. **RIGHTS TO PRIVATE ROADS:** Every owner shall have a non-exclusive right and easement of access and enjoyment and be burdened by similar rights of other property owners in and to the private roads and common areas, if any, which shall be appurtenant to their lots and those which provide access from public roads. Such access rights shall pass with the title for every lot subject to the provisions of this Declaration and referred to recorded Subdivision Survey.

11. **TITLE TO PRIVATE ROADS:** The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the private roads and common areas, if any, shown in the aforementioned recorded Surveys, and all subsequent Surveys which will portray access from the property owners' lot to the public road(s), as well as those roads and common areas, if any, which are part of this Development as those portions may be annexed in the future. Some of the lots may include property lying within the roadways and such roadway property shall be the subject of reciprocal non-exclusive rights as set forth in paragraph 9.

12. **RIGHT OF MODIFICATION:** The Declarant has developed The Seven Springs and this Development pursuant to a master or general plan of development, and does not currently intend to materially modify such plan. However, the Declarant reserves to itself and to its successors and assigns, the right to cancel, modify or change any of the above restrictions by

one or more amendments as may hereafter be recorded in the Clerk's Office of Patrick County, Virginia.

13. **APPLICABLE PERIOD:** The foregoing covenant, restrictions and conditions shall remain in full force and effect, unless sooner changed in accordance with Paragraph 14 herein, for thirty (30) years from the date hereof, at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of five (5) years each unless by a vote of a majority of the then-owners of the lots it is agreed to change or extend the said covenants in whole or in part.

14. **DELEGATION AND ASSIGNABILITY:** Declarant shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant. Further, notwithstanding any other provision contained herein to the contrary, Declarant shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to the private roads and common areas, if any (and common well, if applicable); provided, however, that any transferee, grantee or assignee shall be deemed to have legally assumed the same. In the event of any such sale, transfer or conveyance, Declarant shall not be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Declarant's obligations under these covenants as shall arise after such sale, transfer or conveyance.

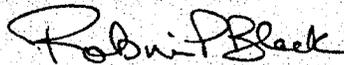
15. **INTERPRETATION:** No captions or titles in this Declaration shall be considered in the interpretation of any of the provisions hereof.

16. **CONFLICT:** In case of conflict between any of the foregoing provisions and any zoning ordinance (or exceptions thereto which may lawfully be made by the relevant zoning board) or laws which may now be in effect, or which may hereafter be enacted, such zoning ordinances or laws shall control, if such laws are more restrictive than provided herein.

17. **SEVERABILITY:** Invalidation of anyone of these covenants, restrictions, or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the President of VPE, Inc., General Partner of Declarant, has hereto set her hand, by authority duly given as of this the 26th day of May, 2015.

VIRGINIA PARKWAY ESTATES
LIMITED PARTNERSHIP
By: VPE, Inc., General Partner

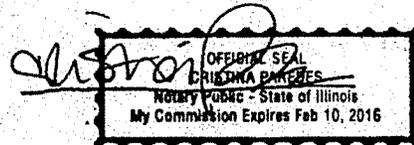
By: 
Robin P. Black, President

STATE OF ILLINOIS)
COUNTY OF COOK) ss:

On this, the 30th day of November, 2015, I, Cristina Paredes, a duly authorized notary public of good standing in Cook County, Illinois, certify that Robin P. Black personally came before me this day and acknowledged that she is the President of VPE, Inc., General Partner of Virginia Parkway Estates Limited Partnership, and that by authority duly given and as the act of each entity, she executed the foregoing instrument in the name of the General Partner on behalf of the aforesaid Partnership.

My Commission Expires:

Page 4 of 4



INSTRUMENT #150001892
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY ON
DECEMBER 4, 2015 AT 10:57AM

SUSAN C. GASPERINI, CLERK
RECORDED BY: CWC

1. **USE OF LOTS:** All lots shall be used only for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses. One secondary guest cottage shall be permitted on each lot; however, any such guest cottage shall not be used as a permanent residence or for commercial purposes. No all-terrain vehicle (ATV) shall be used within either the Development or *The Seven Springs* and there shall be no hunting or discharge of any firearm within. No Lot shall be timbered except for normal widening of interior roadways, areas required for the construction of residences and reasonably adjacent yard areas and for reasonable views.

2. **SUBDIVISION OF LOTS:** No lot subject to this Declaration shall be subdivided, except that any two lot owners may subdivide a lot or lots which lie between their lots, but only one residence shall be built on each combined lot so that all residences are situated on a lot of no less than two acres.

3. **DWELLING AND USE RESTRICTIONS:** Any dwelling house built in this Development after the date hereof shall contain at least 1,200 square feet of heated living area and be new, stick-built and constructed upon the premises and shall comply with all State, County and local building standards and codes, including specifically those standards for plumbing, septic and electrical work. Single- and double-wide mobile homes and manufactured homes are specifically prohibited. All buildings, including dwelling houses and outbuildings, shall be constructed of natural wood, stone or brick materials, including but not limited to brick, stone, log, clapboard, shingle, or high-quality composite materials with the same appearance as natural wood materials. In no event shall aluminum, vinyl siding or cinder block be used on any dwelling house or outbuilding, nor shall exposed cinder block foundations be permitted. Owners shall not alter the rate or direction of the flow of water from or across any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas. No building may be closer than thirty feet from the road easement and all Lot lines. All fuel tanks shall be housed out of view from other properties. No signs or billboards shall be maintained except for conventional "for sale" signs of usual size and for and during the Declarant's marketing efforts.

4. **UTILITY EASEMENTS:** There are reserved rights of access across the twenty feet of every Lot measured from the edge of each road right of way adjoining each lot. Such rights are reserved to the Declarant, the Association and such public and private utilities as are granted rights including, but not limited to, electricity, telephone and related purposes and, where applicable, for sewer and water distribution including for the maintenance, repair and replacement thereto and maintenance of the roadway slopes and shoulders.

5. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided they are not permitted to live outside or otherwise become a nuisance to the neighborhood. Any property owner who owns five or more adjacent acres may petition the Declarant or Association for permission to maintain horses and, if granted, shall be subject to all conditions as may be conditioned and imposed thereupon.

6. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be allowed to become littered or appear to be maintained as a dumping ground for refuse or rubbish. All trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be regularly emptied, cleaned and kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on, in or upon the premises.

7. **PARKING:** Cars, other vehicles and boats shall be parked in locations in the garage or near to the dwelling so as to not appear unsightly. Maintenance or repair of vehicles shall only be within the garage or upon the driveway near to the dwelling. The parking of wrecked, junked, disabled or otherwise unlicensed vehicles or industrial or construction equipment shall not be

permitted upon any lot. Where adequate width of roadway is available, guest parking only shall be allowed upon the minor cul-de-sac roadway adjacent to any lot. No discarded automobile parts or other discarded material, waste or rubbish shall be permitted to remain on any lot.

8. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently (except a possible marketing/sales office by Declarant). Campers and recreational vehicles may be used for temporary camping purposes but in no event shall any camper or recreational vehicle be connected to any permanent or semi-permanent electrical connection, septic connection; or other utility service connection of any kind. No camper or recreational vehicle of any kind shall be permitted to remain upon any lot for more than six months.

9. **OWNERS' ASSOCIATION:** For the purposes of the maintenance and operation of the Common Areas and Wells rights, if applicable, the *Seven Springs Property Owners Association, Ltd.* (the "Association") has been organized as a non-stock corporation association organized, licensed and in good standing with Commonwealth of Virginia and also its Office of Professional and Occupational Registration. The owner(s) of each lot, by acceptance of a deed, shall collectively constitute one member of the Association and its successors and assigns. Membership in the Association shall be subject to the By-Laws and Rules and Regulations set forth on Exhibit A attached to and made a part hereof as if set forth herein and specifically including all land use provisions and easements provided therein.

10. **RIGHTS TO PRIVATE ROADS:** Every owner shall have a non-exclusive right and easement of access and enjoyment and be burdened by similar rights of other property owners in and to the private roads and common areas, if any, which shall be appurtenant to their lots and those which provide access from public roads. Such access rights shall pass with the title for every lot subject to the provisions of this Declaration and referred to recorded Subdivision Survey.

11. **TITLE TO PRIVATE ROADS:** The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the private roads and common areas, if any, shown in the aforementioned recorded Surveys, and all subsequent Surveys which will portray access from the property owners' lot to the public road(s), as well as those roads and common areas, if any, which are part of this Development as those portions may be annexed in the future. Some of the lots may include property lying within the roadways and such roadway property shall be the subject of reciprocal non-exclusive rights as set forth in paragraph 9.

12. **RIGHT OF MODIFICATION:** The Declarant has developed The Seven Springs and this Development pursuant to a master or general plan of development, and does not currently intend to materially modify such plan. However, the Declarant reserves to itself and to its successors and assigns, the right to cancel, modify or change any of the above restrictions by one or more amendments as may hereafter be recorded in the Clerk's Office of Patrick County, Virginia.

13. **APPLICABLE PERIOD:** The foregoing covenant, restrictions and conditions shall remain in full force and effect, unless sooner changed in accordance with Paragraph 14 herein, for thirty (30) years from the date hereof, at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of five (5) years each unless by a vote of a majority of the then-owners of the lots it is agreed to change or extend the said covenants in whole or in part.

14. **DELEGATION AND ASSIGNABILITY:** Declarant shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant. Further, notwithstanding any other provision contained herein to the contrary, Declarant shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to the private roads and common areas, if any (and common well, if applicable); provided, however, that any transferee, grantee or assignee shall be deemed to have legally assumed the same. In the event of any such sale, transfer or conveyance,

Declarant shall not be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Declarant's obligations under these covenants as shall arise after such sale, transfer or conveyance.

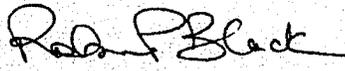
15. INTERPRETATION: No captions or titles in this Declaration shall be considered in the interpretation of any of the provisions hereof.

16. CONFLICT: In case of conflict between any of the foregoing provisions and any zoning ordinance (or exceptions thereto which may lawfully be made by the relevant zoning board) or laws which may now be in effect, or which may hereafter be enacted, such zoning ordinances or laws shall control, if such laws are more restrictive than provided herein.

17. SEVERABILITY: Invalidation of anyone of these covenants, restrictions, or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the President of VPE, Inc., General Partner of Declarant, has hereto set her hand, by authority duly given as of this the 26th day of May, 2015.

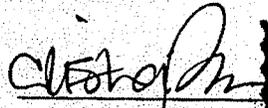
VIRGINIA PARKWAY ESTATES
LIMITED PARTNERSHIP
By: VPE, Inc., General Partner

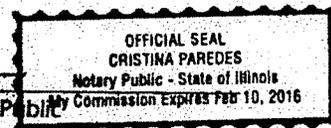
By: 
Robin P. Black, President

STATE OF ILLINOIS }
COUNTY OF COOK } ss:

On this, the 30th day of November, 2015, I, Cristina Paredes, a duly authorized notary public of good standing in Cook County, Illinois, certify that Robin P. Black personally came before me this day and acknowledged that she is the President of VPE, Inc., General Partner of Virginia Parkway Estates Limited Partnership, and that by authority duly given and as the act of each entity, she executed the foregoing instrument in the name of the General Partner on behalf of the aforesaid Partnership.

My Commission Expires:


Notary Public



INSTRUMENT #150001893
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY ON
DECEMBER 4, 2015 AT 11:00AM

SUSAN C. GASPERINI, CLERK
RECORDED BY: CWC

APPALACHIAN TITLE COMPANY, INC.

P.O. BOX 564
STUART, VA 24171

REPORT OF TITLE

TO: Virginia Parkway Estates
Limited Partnership

RE: **Hawk Pointe Landings Subdivision** – Being a portion of property acquired in Deed Book 292, page 542, and Deed Book 277, page 329, lying and being in the Dan River Magisterial District of Patrick County, Virginia.

The undersigned hereby reports that based on an examination of the public land records of the Patrick County Circuit Court Clerk's Office as well as the tax records contained in the respective applicable offices of the Treasurer and Commissioner of Revenue, I am of the opinion that, subject only to the liens, encumbrances, and other objections hereinafter noted, the marketable fee simple title to the real property described above is, as of the date and time of this report, vested as indicated above, is free of material objections of record, save and except the following, to-wit:

1. Restrictive Covenants for Hawk Point Landings within the Seven Springs, dated May 31, 2006, of record as Instrument Number 060001822.
2. Easement to Appalachian Power Company dated November 25, 2008, of record as Instrument Number 090000151.
3. Easement to Appalachian Power Company dated November 21, 1995, of record in Deed Book 311, page 583.
4. Easement to the Commonwealth of Virginia dated September 27, 1995, of record in Deed Book 309, page 923.
5. Easement to the Commonwealth of Virginia dated October 3, 1994, of record in Deed Book 303, page 359.

This Report of Title is for the sole and exclusive use of VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP and is not transferable and shall not be used by any other person or entity without the prior written consent of the undersigned. The following are general exceptions and exclusions from this title opinion: Mechanic's liens covering labor performed or materials furnished for any buildings on said property within a period of one hundred twenty (120) days prior to the date of this report. Any inaccuracies and discrepancies, which an accurate survey and inspection of the premises might disclose. Accuracy of surveys and descriptions, boundary lines, or acreage within recorded descriptions and subject to any errors in the

records or the indexing thereof as may be revealed in said Clerk's Office. Possession or unrecorded leases. Federal judgments and proceedings filed only in Federal Courts. Any matters, which may defeat or impair title which do not appear on the record. Matters occurring prior to and subsequent to the inclusive dates of this examination. The undersigned expressly excludes giving any opinion that the owners and their predecessors or collaterals in title are in compliance with any local, county, state or federal governmental law or regulations relative to zoning, subdivision, occupancy, use, construction, development and environmental hazards and restrictions, including but not limited to radiation and hazardous material on this property and all environmental regulations now in effect or hereafter in effect that may affect the use and enjoyment of this property as applied by any governmental body or agency. This title opinion is based on a search of the above records covering a period of time from **December 17, 1947 at 2:40 p.m. until October 12, 2016 at 9:00 a.m.** and this opinion covers that time period only.

APPALACHIAN TITLE COMPANY, INC.

By: Carmen N. Puckett
CARMEN N. PUCKETT

ORIGINAL

0601822

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF PATRICK)

**DECLARATION OF
RESTRICTIVE COVENANTS FOR
HAWK POINTE LANDINGS
WITHIN THE SEVEN SPRINGS**

KNOW ALL MEN BY THESE PRESENTS that whereas VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP (the "Declarant") on this 31st day of May, 2006, is the owner of all of the lots within the subdivision known as HAWK POINTE LANDINGS ("the "Development") within the development known as THE SEVEN SPRINGS (the "Master Development") located within the County of Patrick and the Commonwealth of Virginia. The HAWK POINTE LANDINGS properties are portrayed on the following plat of survey:

"Hawk Pointe Landings at the Seven Springs", as prepared by L. J. Quesenberry, L.S., dated May 31, 2006, recorded on June ____, 2006 in the Clerk's Office for the County of Patrick, Commonwealth of Virginia, as Deed Instrument # _____.

For the benefit of the Property and the owners and to enhance and protect the values, the Declarant desires to create and maintain a harmonious development by the imposition of protective and beneficial covenants, restrictions, conditions and easements upon the future owners of all HAWK POINTE LANDINGS lots and to provide for the preservation and maintenance of Common and Recreation Areas (and, where applicable, Well Rights) within THE SEVEN SPRINGS, all of which are shown on the various Surveys of the various Developments within the Master Development.

This Declaration shall replace the existing Declarations dated March 1, 1996, recorded in the Clerk's Office of Patrick County on May 30, 1996 as Instrument #1108 in Deed Book 314, Page 84.

The Declarant hereby covenants and agrees, for itself and its successors and assigns, with all persons, entities and other parties as shall hereafter acquire title to lots within the aforesaid Development, that all of the said lots are hereby subjected to the following restrictions and those contained in the By-Laws, Rules and Regulations of the Association (as hereinafter identified) to be appurtenant to and to run with and benefit all of the lots in said Development, by their respective successors and assigns or by whomsoever owned.

1. **USE OF LOTS:** All lots shall be used only for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses. One secondary guest cottage shall be permitted on each lot; however, any such guest cottage shall not be used as a permanent residence or for commercial purposes. No all-terrain vehicle (ATV) shall be used within either the Development or The Seven Springs and there shall be no hunting or discharge of any firearm within. No Lot shall be timbered except for normal widening of interior roadways, areas required for the construction of residences and reasonably adjacent yard areas and for reasonable views.

2. **SUBDIVISION OF LOTS:** No lot subject to this Declaration shall be subdivided, except that any two lot owners may subdivide a lot or lots which lie between their lots, but only one residence shall be built on each combined lot so that all residences are situated on a lot of no less than two acres.

Del. L. J. Quesenberry
7/28/06

3. **DWELLING AND USE RESTRICTIONS:** Any dwelling house built in this Development after the date hereof shall contain at least 1,200 square feet of heated living area and be new, stick-built and constructed upon the premises and shall comply with all State, County and local building standards and codes, including specifically those standards for plumbing, septic and electrical work. Single- and double-wide mobile homes and manufactured homes are specifically prohibited. All buildings, including dwelling houses and outbuildings, shall be constructed of natural wood, stone or brick materials, including but not limited to brick, stone, log, clapboard, shingle, or high-quality composite materials with the same appearance as natural wood materials. In no event shall aluminum, vinyl siding or cinder block be used on any dwelling house or outbuilding, nor shall exposed cinder block foundations be permitted. Owners shall not alter the rate or direction of the flow of water from or across any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas. No building may be closer than thirty feet from the road easement and all Lot lines. All fuel tanks shall be housed out of view from other properties. No signs or billboards shall be maintained except for conventional "for sale" signs of usual size and for and during the Declarant's marketing efforts.

4. **UTILITY EASEMENTS:** There are reserved rights of access across the twenty-five feet of every Lot measured from the edge of each road right of way adjoining each lot. Such rights are reserved to the Declarant, the Association and such public and private utilities as are granted rights including, but not limited to, electricity, telephone and related purposes and, where applicable, for sewer and water distribution including for the maintenance, repair and replacement thereto and maintenance of the roadway slopes and shoulders.

5. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided they are not permitted to live outside or otherwise become a nuisance to the neighborhood. Any property owner who owns five or more adjacent acres may petition the Declarant or Association for permission to maintain horses and, if granted, shall be subject to all conditions as may be conditioned and imposed thereupon.

6. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be allowed to become littered or appear to be maintained as a dumping ground for refuse or rubbish. All trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be regularly emptied, cleaned and kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on, in or upon the premises.

7. **PARKING:** Cars, other vehicles and boats shall be parked in locations in the garage or near to the dwelling so as to not appear unsightly. Maintenance or repair of vehicles shall only be within the garage or upon the driveway near to the dwelling. The parking of wrecked, junked, disabled or otherwise unlicensed vehicles or industrial or construction equipment shall not be permitted upon any lot. Where adequate width of roadway is available, guest parking only shall be allowed upon the minor cul-de-sac roadway adjacent to any lot. No discarded automobile parts or other discarded material, waste or rubbish shall be permitted to remain on any lot.

8. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently (except a possible marketing/sales office by Declarant). Campers and recreational vehicles may be used for temporary camping purposes but in no event shall any camper or recreational vehicle be connected to any permanent or semi-permanent electrical connection, septic connection; or other utility service connection of any kind. No camper or recreational vehicle of any kind shall be permitted to remain upon any lot for more than six months.

9. **OWNERS' ASSOCIATION:** For the purposes of the maintenance and operation of the Common Areas and Wells rights, if applicable, the *Seven Springs Property Owners Association, Ltd* (the "Association") has been organized as a non-stock corporation association organized, licensed and in good standing with Commonwealth of Virginia and also its Office of Professional and Occupational Registration. The owner(s) of each lot, by acceptance of a deed, shall collectively constitute one member of the Association and its successors and assigns. Membership in the Association shall be subject to the By-Laws and Rules and Regulations set forth on Exhibit A attached to and made a part hereof as if set forth herein and specifically including all land use provisions and easements provided therein.
10. **RIGHTS TO PRIVATE ROADS:** Every owner shall have a non-exclusive right and easement of access and enjoyment and be burdened by similar rights of other property owners in and to the private roads and common areas, if any, which shall be appurtenant to their lots and those which provide access from public roads. Such access rights shall pass with the title for every lot subject to the provisions of this Declaration and referred to recorded Subdivision Survey.
11. **TITLE TO PRIVATE ROADS:** The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the private roads and common areas, if any, shown in the aforementioned recorded Surveys, and all subsequent Surveys which will portray access from the property owners' lot to the public road(s), as well as those roads and common areas, if any, which are part of this Development as those portions may be annexed in the future. Some of the lots may include property lying within the roadways and such roadway property shall be the subject of reciprocal non-exclusive rights as set forth in paragraph 9.
12. **RIGHT OF MODIFICATION:** The Declarant has developed The Seven Springs and this Development pursuant to a master or general plan of development, and does not currently intend to materially modify such plan. However, the Declarant reserves to itself and to its successors and assigns, the right to cancel, modify or change any of the above restrictions by one or more amendments as may hereafter be recorded in the Clerk's Office of Patrick County, Virginia.
13. **APPLICABLE PERIOD:** The foregoing covenant, restrictions and conditions shall remain in full force and effect, unless sooner changed in accordance with Paragraph 14 herein, for thirty (30) years from the date hereof, at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of five (5) years each unless by a vote of a majority of the then-owners of the lots it is agreed to change or extend the said covenants in whole or in part.
14. **DELEGATION AND ASSIGNABILITY:** Declarant shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant. Further, notwithstanding any other provision contained herein to the contrary, Declarant shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to the private roads and common areas, if any (and common well, if applicable); provided, however, that any transferee, grantee or assignee shall be deemed to have legally assumed the same. In the event of any such sale, transfer or conveyance, Declarant shall not be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Declarant's obligations under these covenants as shall arise after such sale, transfer or conveyance.
15. **INTERPRETATION:** No captions or titles in this Declaration shall be considered in the interpretation of any of the provisions hereof.
16. **CONFLICT:** In case of conflict between any of the foregoing provisions and any zoning ordinance (or exceptions thereto which may lawfully be made by the relevant zoning board) or laws which may now be in effect, or which may hereafter be enacted, such zoning ordinances or laws shall control, if such laws are more restrictive than provided herein.
17. **SEVERABILITY:** Invalidation of anyone of these covenants, restrictions, or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the President of VPE, Inc., General Partner of Declarant, has set her hand, by authority duly given this the 31st day of May, 2006.

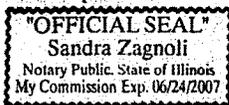
VIRGINIA PARKWAY ESTATES
LIMITED PARTNERSHIP
By: VPE, Inc., General Partner

Enid Pesmen
Enid Pesmen, President

STATE OF ILLINOIS)
LAKE COUNTY) ss:

On this, the 31st day of May, 2006, I, Sandra Zagnoli, a duly authorized notary public of good standing in Lake County, Illinois, certify that Enid Pesmen personally came before me this day and acknowledged that she is the President of VPE, Inc., General Partner of Virginia Parkway Estates Limited Partnership, and that by authority duly given and as the act of each entity, she executed the foregoing instrument in the name of the General Partner and on behalf of the aforesaid Partnership.

My Commission Expires:



Notary Public

Sandra Zagnoli

Seven Springs
Property Owners Association
BY-LAWS
AND RULES AND REGULATIONS
OF THE ASSOCIATION
 ("By-Laws")

Notice: The Code of Virginia, Virginia Property Owners' Association Act, Chapter 26 and Section 55-508 - 56.2 (the "Statute") was most recently amended in 2004. Its comprehensive provisions are intended to govern associations where a conflict is found to exist between the Statute and Declarations or By-Laws (including its Rules and Regulations) or where there is silence upon a subject. References are often made hereinafter to that Statute but the provisions of the Statute, as amended from time-to-time, either supercede or supplement these By-Laws or the provisions of the Declaration. A complete copy of the Statute is available upon request.

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1. OWNERS' ASSOCIATION: So long as in title of a Lot, the owner(s) of each lot, by acceptance of a deed, shall collectively be a member of the *Seven Springs Property Owners Association*, (the Association) and of its successors and assigns. The Association is a non-stock corporation organized and existing under the laws of the Commonwealth of Virginia and is registered and in good standing with the Virginia Department of Professional & Occupational Regulation as an association. Membership in the Association shall be subject to the rights, terms and conditions set forth herein and in the Statute all of which are made a part of the accompanying Declaration as if set forth therein and subject to the provisions of the Statute. There shall be only one association that is to be responsible for all lots within all subdivisions of the Master Seven Springs Development although each of the communities may have similar counterparts of these By-Laws attached to the separate Declaration of Restrictive Covenants of record for each Development.

2. ASSOCIATION'S RESPONSIBILITIES: The Association shall be responsible for the general management and supervision of all Lots within the Master Development and the ownership of the Common Areas thereof and shall have all of the powers and shall be responsible to perform all of the obligations and benefit from the rights, as are provided herein. Further, the Association shall have all powers now or hereafter granted to a non-stock corporation in the Commonwealth of Virginia that shall be consistent with the purposes specified herein and the Statute.

Exhibit A

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3. **MEMBERSHIP:** The record owner(s), collectively, of a fee or undivided fee interest in each lot which is subject to the covenants of record to assessment by the Association shall be a member of the Association, subject to and bound by the Association's By-Laws. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or any of its successors in interest owns any Lots.

(a) During any period in which a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights of such member(s) may be suspended by the Board of Directors of the Association until all such assessment(s) are paid.

(b) No membership fee shall be charged nor shall members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each lot as the Declarant, prior to the Turnover Date, or the Board or members of the Association shall thereafter from time to time adopt.

(c) **Voting and Voting Rights.** From and after the Turnover Date, the ownership of each lot by a person other than Declarant shall entitle its owner(s), collectively, to one (1) vote on each matter submitted to a vote of members; provided, however, that where there is more than one Owner of a Lot, such co-owners of a Lot shall only be entitled to one vote. The voting rights of the membership shall be appurtenant to the ownership of lots. The Declarant shall be entitled to one (1) vote for each lot owned by it, provided that the Declarant may, at its sole option, withdraw from membership in the Association upon the sale by Declarant of more than fifty percent (50%) of all lots within the Master Development.

4. **MAINTENANCE ASSESSMENTS:** The assessments levied by the Association shall be used to provide funds for such purposes and common expenses as are for the benefit of the owners of the property within the area overseen and administered by the Association. The purposes presently contemplated include maintenance, repair, landscaping and beautification of the common areas, easements and interior roadways providing access to all lots subject to this Declaration and preservation lots and other shared areas as might be shown on the Surveys and all supplements or as may be declared or recorded from time to time. Other purposes may be benefited by the assessments as may be established by the Declarant until the Turnover Date and thereafter as adopted by a majority of the members.

For each lot subject to the Declaration, every owner (other than the Declarant, its successors and assigns) covenants, and each subsequent owner of any such lot, by acceptance of a deed therefore, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay the Association its prorata share for certain expenses of maintenance in accordance with this Declaration. Annual or other periodic assessments or charges shall be established in amounts as determined by the Declarant, until the Turnover date and, thereafter, by the Board of Directors of the Association. Special Assessments as approved by or on behalf of the Association may be established and collected.

In the event that a water right to a shared well shall be made available to a purchaser or lot and a lot shall be granted and shall purchase shared rights to a common well, the terms and conditions of a Well Rider attached to the owners' purchase agreement and thereafter embodied within the deed from the Declarant shall control and the sharing among all owners utilizing such well rights of related assessments shall be made by the Association among only those lots sharing or having the rights to utilize such well.

a) **Payment.** The assessments provided for the Association shall be payable in advance, no less frequently than annually, by every owner of each lot. The annual or other periodic assessment shall be due on or before January 1 of each year except for the first year of ownership by an owner. At the closing of a purchase of a lot by an owner, the assessment shall begin to accrue to such owner and the owner either shall reimburse the seller for the prepaid portion of any assessment or pay to the Association the new owner's pro-rata share of the annual assessment for the remainder of the calendar year or other billing period established.

b) **Assessments.** Until the Turnover Date, the annual or other periodic assessment imposed by the Association shall be set each year by the Declarant and thereafter by the Association. In establishing the assessment for any assessment year, there shall be considered all currently anticipated costs and expenses of the Association and reasonable reserves or special assessments for likely future needs. Lots while owned by the Declarant shall not be subject to assessments until each lot is conveyed to a purchaser. Declarant may collect, from each initial purchaser of a Lot at the closing of the sale of each such Lot, the sum of Two Hundred Fifty Dollars (\$250.00) which amount shall be deposited into the General Funds in a local bank established in the name of the Association. Such amount may be increased from time to time if deemed required by the Declarant or Association. On the Turnover Date, the Declarant shall transfer all funds then remaining to the control of the Association. The Declarant shall have the right to utilize such funds for Association purposes prior to the Turnover Date. All funds collected shall be held and expended for the purposes designated and held in trust for the benefit, use and account of all Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Declarant or Board may select.

(c) **Assessments Due.** Assessments shall be payable on or before January 1st of each year or on or before the first day of such other period (if more frequent installments are determined by the Declarant or Board). The assessment shall begin to accrue as to all lots at the time of the closing and conveyance of a lot to a purchaser/owner (other than the Declarant). At least thirty (30) days before January 1st of each year, there shall be established the annual or other periodic assessment to be imposed by the Association against each lot. In the event the Association elects not to or fails to fix such assessment rate in a timely manner, the amount of the prior year's annual assessment shall be the fixed amount for such ensuing year. Written notice of and statements for assessments shall be sent to every owner of the Association.

d) **Nonpayment.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at twelve percent (12%) or at the maximum legal rate allowed by law. In order to secure payment at and after the due date, as each assessment becomes due there shall arise a continuing lien and charge against each lot, the amount of which shall include costs and reasonable attorneys' fees to the extent permitted by law. Each such assessment, together with such interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The Association, or its agents or representatives, may bring a legal action against the owners personally obligated to pay the same and and/or may foreclose the lien against the lot to which the assessment relates, and interest, costs, and reasonable attorneys' fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No owner may avoid liability for the assessments provided for herein by an abandonment of the assessed lot. The liability and liens shall similarly apply to subsequent purchasers.

(f) **Subordination of Lien to Purchaser's Mortgage.** Except as to assessments with respect to a lot which shall have been due on or prior the date such mortgage is filed for record, the liens provided for herein shall be subordinate to the lien of any first lien deed of trust on such lot. The assessments and liens as subordinated to only the holder of such mortgage relates solely to assessments authorized hereunder having a due date subsequent to the date that such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or other transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or title sale or other transfer of the mortgaged property pursuant to a sale under power contained in such mortgage. The liability and liens shall nevertheless apply to the owners at the time of such assessment and to all purchasers therefrom.

5. **INSURANCE:** The Board shall also have the authority to obtain and maintain commercial liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers' compensation insurance, and other liability insurance as it may deem desirable, insuring the Association, its officers, the Board, the Declarant, and their respective employees and agents from liability. Such insurance coverage shall include cross-liability claims of one or more insured parties against other insured parties by having a severability of interests endorsement. The premiums for such insurance shall be common expenses payable out of the proceeds of the assessments required by and collected in accordance herewith. The Association shall also have the authority and responsibility to obtain and maintain insurance policies covering the Common Area against loss or damage by fire and such other hazards contained in customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable. The Association shall also have the authority to obtain such other kinds of insurance as the Association shall from time to time deem prudent.

6. **ENFORCEMENT FOR VIOLATIONS:** All Owners shall maintain, occupy and use their Dwelling and the Common Area only in accordance with the terms of the Declaration and any additional Rules and Regulations adopted by the Board or by the members. The Board shall have full authority to enforce all such rules and regulations by taking all action as may be necessary. Enforcement shall be by proceedings at law and/or in equity against any person violating or attempting to violate any covenant either or both to restrain violation or to recover damages. The Declarant shall have standing to enforce the terms of the Restrictions pursuant to any remedies that may be available at law or in equity. All subsequent purchasers of lots in the Development shall have a similar right to seek enforcement if the Declarant and the Association fail to act after notice thereof to each.

7. **THE BOARD AND OFFICERS:** (a) Before the Turnover Date or as may be sooner relinquished, there shall be two (2) directors shall be selected by the Declarant and thereafter the Association shall have a Board of not less than three (3) directors who shall be elected by the members of the Association at two-year intervals or as the By-Laws of the Association shall, from time to time, provide. Vacancies in the Board occurring between regularly scheduled meetings of the members may be filled by the Declarant or Board. Except for directors of the Board appointed by the Declarant, all directors shall be members of the Association.

(b) The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly provided otherwise by the By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in the Board from time to time and its officers under the direction of the Board, and shall not be subject to the approval of the members. The directors and officers of the Association shall not be liable to the Owners or any others for any mistake of judgment or any acts of commission or omission made in good faith as such directors or officers.

(c) Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the members having at least two-thirds (2/3) of the total votes. However, any director may be reimbursed for reasonable expenses incurred in the performance of his duties. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the members having at least two-thirds (2/3) of the total votes. However, any director may be reimbursed for reasonable expenses incurred in the performance of his or her duties.

(d) Vacancies in the Board, other than as a result of removal pursuant to Paragraph 4.7, including vacancies due to any increase in the number of persons on the Board, shall be filled by majority vote of the remaining members of the Board or of the members present at the next annual meeting or at a special meeting of the members called for such purpose.

(e) Any Board member may be removed from office by affirmative vote of the members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose in the manner aforesaid. A successor to fill the unexpired term of a Board member removed may be elected by the members at the same meeting or any subsequent meeting called for that purpose.

(f) Officers. The Board shall elect from among its members: (i) a President who shall preside over both its meetings and those of the members, and who shall be the chief executive officer of the Board and Association, (ii) a Secretary who will keep the minutes of all meetings of the members and of the Board and who shall, in general, perform all the duties incident to the office of Secretary, and (iii) a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board.

8. CONTROL: The Declarant shall, through the initial Board appointed by it, exercise control over all Association matters, until the first to occur of the following: (a) the date of the sale and conveyance of legal title to more than half of the Lots within the Master Development to Owners other than Declarant or an assignee of Declarant occurs, or (b) the date Declarant elects voluntarily to turn over to the members the authority to appoint the Board. The date upon which the authority to appoint the Board passes to the members is herein referred to as the "Turnover Date." Effective upon the Turnover Date, the Declarant shall convey to the Association, and the Association shall accept, the Common Areas to be owned by the Association thereafter.

The Association, through the Board, shall have the power and duty to:

(a) Own, maintain and otherwise manage the Common Area and all Improvements thereon and all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain any streets, elect to install and operate a private water system and/or sewage treatment facility, maintain landscaping located on islands, cul-de-sacs and median strips, if any, in the roads or streets which are within the Property and to maintain any signage and lighting located thereon;

(b) Employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent by Declarant shall give the Association the right to terminate without cause or penalty not later than twelve (12) months after the date thereof;

(c) Establish and maintain a Contingency and Replacement Reserve in an amount to be determined by the Board, initially not to exceed \$250 per purchaser;

(d) Maintain, at the expense of the defaulting Owner, all drainage areas and facilities located on the Property in accordance with the reasonable and acceptable engineering requirements of the Municipality in the event that one or more Owners fail to do so;

(e) Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, shared water system(s), if any, and/or sewage treatment facilities, if any, lighting and other improvements as may be located in the Common Areas;

(f) At its option, to let contracts for the mowing, care, maintenance and removal of rubbish from any vacant or unimproved portions of the Property and to do any other things necessary or desirable in the judgment of the Board to keep any vacant or unimproved portions of the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Declarant;

(g) Make such improvements to the Common Area and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the members of the Association acting in accordance with its By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Development and Master Development desirable residential communities; and

(h) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the members by this Declaration, the By-Laws or related Statutes.

(i) Declarant shall convey the Common Areas to the Association on or before the Turnover Date.

(j) Declarant shall be entitled to build and maintain one or more temporary or permanent model homes on Lots for display and shall have the right, for itself and its agents, employees, guests and invitees, to utilize roads, streets, common Areas and all other portions of the Property, excluding sold Lots, for such purposes until all Lots are sold. Declarant may at all times utilize signage, lighting and establish a sales office and model homes as required to conduct its sales and marketing of the Property.

(k) The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.

9. **NON-LIABILITY:** The Board, officers of the Association and the employees and agents of any of them shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend the foregoing parties against all claims, suits, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. The burden of the foregoing indemnity shall be borne by the Owners at the time such loss, damage, cost or expense is incurred in the same proportion as assessments are borne by the Owners as provided in Article VI hereof. To the extent possible, the Board's and Association's liability hereunder and the Owner's indemnification obligation shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

Notwithstanding anything herein to the contrary, Declarant hereby reserves the right to transfer, assign, mortgage or pledge any and all of either's respective privileges, rights, title and interests hereunder, or in the Property, by means of recording an assignment of such with the Offices of the Recorders of Deeds of the Counties of Patrick and/or Carroll, Virginia. Upon such assignment, Declarant shall be relieved from any liability arising from the performance or non-performance of such rights and obligations accruing from and after the recording of such assignment. No such successor assignee of the rights of Declarant shall have or incur any liability for the obligations or acts of any predecessor in interest.

10. **EASEMENTS:** (a) Declarant hereby declares the following non-exclusive easements are hereby created with respect to the Common Areas and those portions of the lots conveyed over which utility and other easements are required from time-to-time.

(a) Each Owner and their respective guests and invitees shall have a non-exclusive easement for use and enjoyment in and to the Common Areas subject to the following: (i) the right of the Association to pass reasonable rules and regulations relating to such use and enjoyment, (ii) the right of the Association to suspend an Owner's right to use or enjoy such easement for any period during which such Owner may be in violation of the Declaration or By-Laws, (iii) the right of the Association to levy assessments as herein provided, and (iv) all rights reserved to Declarant and the Association as herein provided.

(b) A non-exclusive easement for the installation and maintenance of drainage facilities and utility easements is hereby granted to the Association and reserved by the Declarant over, under, across and through the Common Area and, if legally mandated by a utility, along the side of and adjacent to the Common Area. If any such drainage or utility facilities are not installed or if any easements for such purposes are not created with respect to a Lot or any portion thereof prior to delivery of a Lot Deed to an Owner, said Owner hereby grants to the Declarant and the Association a power of attorney to execute and record any such easements with respect to any Lots owned by said Owner for the benefit of the Property. The foregoing power of attorney is hereby coupled with an interest and irrevocable.

(c) The Declarant, Association and any of their respective agents, employees and independent contractors shall have the right to enter upon the Common Areas and any Lot to the extent necessary for the purpose of maintaining, repairing and replacing elements of the Common Areas and any improvements in, on, under or upon the Common Areas as herein provided or for performing any of their respective obligations herein provided. In any

Exhibit A

such case, the Declarant, Association or any of their agents, employees or independent contractors shall not be guilty of any trespass.

(d) The Declarant and the Association hereby reserve the right to grant easements for ingress, egress, installation, construction, reconstruction, maintenance, repair, operation and inspection of utility services over, under, across and through the Common Area as they deem necessary or desirable in order to effectuate the intent of this Declaration.

(e) The Declarant and the Association intend to grant utility easements to American Electric Power and Sprint and their respective successors across each lot for underground or other services in order to eliminate above-ground utilities.

11. **TERM:** The covenants and restrictions of the Declaration and these By-Laws shall run with the land, and shall inure to the benefit of and be enforceable by the Board, or the Owner of any Lot subject thereto, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Offices of the Recorders of Deeds of the Counties of Patrick and Carroll, Virginia, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinabove provided.

12. **ENFORCEMENT OF PROTECTIVE COVENANTS:** The Declarant, Association and each Owner from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Lot any improvement which is and remains in violation of the covenants above set forth, or any of them, for a period of thirty (30) days after delivery of written notice thereof (in the manner provided in Section 8.14 hereof) from Declarant or the Association to the Owner of any such Lot, then Declarant or the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily to abate or remove it at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant, the Association and the Owners to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to do so respecting any such violation or any subsequent violation.

The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development for the Property.

13. **OFFICES:** The Association shall maintain in either the Counties of Patrick or Carroll, Virginia a registered office and a registered agent whose office shall be identical with such registered office. The Association may have other offices within or without the State of Virginia as the Board of Directors may from time to time determine.

14. **MEETINGS** of the members shall be held at the principal office of the Association or at such other place in Patrick or Carroll County, Virginia, as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of a majority of the total votes determined pursuant to Section 3.1 above shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the members at which a quorum is present upon the affirmative vote of the members having a majority of the total votes present at such meeting. Any Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting.

(b) The initial meeting of the members shall be held at such time after the Turnover Date as may be designated upon not less than ten (10) days' written notice given by the Declarant, provided that such initial meeting shall be held no later than sixty (60) days after the Turnover Date. Thereafter, there shall be an annual meeting of the members on the second Tuesday of October of each succeeding year, at 7:30 o'clock P.M. If the date for the annual meeting of members is a legal holiday, the meeting will be held at the same hour on the first day next succeeding such date which is not a legal holiday.

(c) Special meetings of the members may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all or some of the members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board or by the members having one-fourth (1/4) of the total votes, and delivered not less than five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

15. **DISPUTES:** All matters of dispute or disagreement between Owners or with respect to interpretation or application of the provisions of the Declaration or these By-Laws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Association and on all Owners.

16. **COMMITTEES:** (a) The Board, by resolution, adopted by a majority of the Board, may designate one (1) or more committees, each of which shall consist of at least one (1) or more members of the Board; said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation

Exhibit A

thereof of authority shall not operate to relieve the Board, or any individual member of the Board, of any responsibility imposed upon it or him by law.

(b) Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the members of the Board present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed whenever in the judgment of the Board the best interests of the Association shall be served by such removal.

(c) Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed and shall have qualified, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

(d) One (1) member of each committee shall be appointed chairman.

(e) Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointment.

(f) Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

(g) Each committee may adopt rules for its own governance not inconsistent with these By-Laws or with Rules adopted by the Board.

17. **NOTICES:** Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be either the street address of the Lot owned by such Owner or the last address of Owner disclosed by Owner to the Declarant. A written notice, delivered in person or sent, postage and courier costs prepaid, by express courier or deposited in the United States mails and addressed to the Owner at either address shall be sufficient and proper notice to such Owner and shall be deemed delivered on the third (3rd) day after deposit with the courier service or in the United States mails, or earlier when actually received or delivered in person.

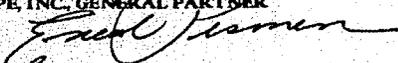
Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Dwelling of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

18. **AUTHORITY TO SIGN:** After the Turnover Date, all agreements, contracts, deeds, leases, vouchers for payment of expenditures, and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Secretary.

19. **AMENDMENTS:** The Declarations and By-Laws may be amended or modified from time to time by action of the Declarant or by the approval of the members entitled to cast two-thirds (2/3) of the total votes computed as provided in Section 3.2 or by the Declarant so long as it or all successors shall own any Lots. Such amendments shall be recorded in the applicable Clerks' Offices or the Recorders' of Deeds of the Counties of Patrick and Carroll, Virginia. The Owners may release all or any part of the Property from all or any part of the Declaration.

IN WITNESS WHEREOF, the Declarant has caused its name on its behalf and that of the Association to these By-Laws and Rules and Regulations as Exhibit A which is a part of the Declaration of Restrictive Covenants for the Master Development, The Seven Springs, and all Developments therein, by the President of the General Partner of the Partnership, as of the day and year first above written.

SEVEN SPRINGS PROPERTY OWNERS ASSOCIATION, LTD.
a/k/a SEVEN SPRINGS PROPERTY OWNERS ASSOCIATION
BY: VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP
BY: VPE, INC., GENERAL PARTNER


By: Enid Peamen, President

SZ(VPELP/By-Laws Rules&Regulations.doc)

INSTRUMENT #060001822
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY ON
JULY 28, 2006 AT 12:15PM
SUSAN C. GASPERINI, CLERK

RECORDED BY: VSR

APPALACHIAN TITLE COMPANY, INC.

P.O. BOX 564
STUART, VA 24171

REPORT OF TITLE

TO:
Virginia Parkway Estates
Limited Partnership

RE: **Pheasant Chase Village Subdivision** – Being a portion of property acquired in Deed Book 292, page 542, Deed Book 292, page 539, Deed Book 292, page 551 and Instrument Number 070002008, lying and being in the Dan River Magisterial District of Patrick County, Virginia.

The undersigned hereby reports that based on an examination of the public land records of the Patrick County Circuit Court Clerk's Office as well as the tax records contained in the respective applicable offices of the Treasurer and Commissioner of Revenue, I am of the opinion that, subject only to the liens, encumbrances, and other objections hereinafter noted, the marketable fee simple title to the real property described above is, as of the date and time of this report, vested as indicated above, is free of material objections of record, save and except the following, to-wit:

1. Restrictive Covenants for Pheasant Chase Village within the Seven Springs, dated January 4, 2010, of record as Instrument Number 100000017.
2. Restated Restrictive Covenants for Pheasant Chase Village within the Seven Springs, dated March 6, 2012, of record as Instrument Number 120000541.
3. Easement to Appalachian Power Company dated January 27, 2014, of record as Instrument Number 140000486.
4. Easement to Appalachian Power Company dated November 21, 1995, of record in Deed Book 311, page 583.
5. Easement to Appalachian Power Company dated November 21, 1995, of record in Deed Book 311, page 582.
6. Easement to the Commonwealth of Virginia dated September 27, 1995, of record in Deed Book 309, page 923.
7. Easement to the Commonwealth of Virginia dated October 3, 1994, of record in Deed Book 303, page 359.
8. Joint use easement to Old Volunteer Gap Road conveyed to Clarence H. Coulson, dated July 26, 1977, of record in Deed Book 200, page 537.

This Report of Title is for the sole and exclusive use of VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP and is not transferable and shall not be used by any other person or entity without the prior written consent of the undersigned. The following are general exceptions and exclusions from this title opinion: Mechanic's liens covering labor performed or materials furnished for any buildings on said property within a period of one hundred twenty (120) days prior to the date of this report. Any inaccuracies and discrepancies, which an accurate survey and inspection of the premises might disclose. Accuracy of surveys and descriptions, boundary lines, or acreage within recorded descriptions and subject to any errors in the records or the indexing thereof as may be revealed in said Clerk's Office. Possession or unrecorded leases. Federal judgments and proceedings filed only in Federal Courts. Any matters, which may defeat or impair title which do not appear on the record. Matters occurring prior to and subsequent to the inclusive dates of this examination. The undersigned expressly excludes giving any opinion that the owners and their predecessors or collaterals in title are in compliance with any local, county, state or federal governmental law or regulations relative to zoning, subdivision, occupancy, use, construction, development and environmental hazards and restrictions, including but not limited to radiation and hazardous material on this property and all environmental regulations now in effect or hereafter in effect that may affect the use and enjoyment of this property as applied by any governmental body or agency. This title opinion is based on a search of the above records covering a period of time from April 20, 1944 at 11:00 a.m. until October 12, 2016 at 9:00 a.m. and this opinion covers that time period only.

APPALACHIAN TITLE COMPANY, INC.

By: Carmen N. Puckett
CARMEN N. PUCKETT

ORIGINAL

Return to:
Danny Willis

1000017

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF PATRICK)

DECLARATION OF
RESTRICTIVE COVENANTS FOR
*PHEASANT CHASE VILLAGE WITHIN
THE SEVEN SPRINGS*

KNOW ALL MEN BY THESE PRESENTS that whereas VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP (the "Declarant") on this 4th day of January, 2010, is the owner of all of the lots within the subdivision known as *PHEASANT CHASE VILLAGE* ("the "Development") within the development known as *THE SEVEN SPRINGS* (the "Master Development") located within the County of Patrick and the Commonwealth of Virginia. The *PHEASANT CHASE VILLAGE* properties are portrayed on the following plat of survey:

"Plat Showing "Pheasant Chase Village" at the Seven Springs", as prepared by L. J. Quesenberry, L.S., dated January 1st, 2010 and recorded on January __, 2010 in the Clerk's Office for the County of Patrick, Commonwealth of Virginia, as Instrument # _____ in Plat Cabinet __, Slide _____.

For the benefit of the Property and the owners and to enhance and protect the values, the Declarant desires to create and maintain a harmonious development by the imposition of protective and beneficial covenants, restrictions, conditions and easements upon the future owners of all *PHEASANT CHASE VILLAGE* lots and to provide for the preservation and maintenance of Common and Recreation Areas (and, where and if applicable, Well Rights) within *THE SEVEN SPRINGS*, all of which are shown on the various Surveys of the various Developments within the Master Development.

The Declarant hereby covenants and agrees, for itself and its successors and assigns, with all persons, entities and other parties as shall hereafter acquire title to lots within the aforesaid Development, that all of the said lots are hereby subjected to the following restrictions and those contained in the By-Laws, Rules and Regulations of the Association (as hereinafter identified) to be appurtenant to and to run with and benefit all of the lots in said Development, by their respective successors and assigns or by whomsoever owned.

1. **USE OF LOTS:** All lots shall be used only for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses. One secondary guest cottage shall be permitted on each lot; however, any such guest cottage shall not be used as a permanent residence or for commercial purposes. No all-terrain vehicle (ATV) shall be used within either the Development or *The Seven Springs* and there shall be no hunting or discharge of any firearm within. No Lot shall be timbered except for normal widening of interior roadways, areas required for the construction of residences and reasonably adjacent yard areas and for reasonable views.

2. **SUBDIVISION OF LOTS:** No lot subject to this Declaration shall be subdivided, except that any two lot owners may subdivide a lot or lots which lie between their lots, but only one residence shall be built on each combined lot so that all residences are situated on a lot of no less than two acres.

3. **DWELLING AND USE RESTRICTIONS:** Any dwelling house built in this Development after the date hereof shall contain at least 1,200 square feet of heated living area and be new, stick-built and constructed upon the premises and shall comply with all State, County and local building standards and codes, including specifically those standards for plumbing, septic and electrical work. Single- and double-wide mobile homes and manufactured homes are specifically prohibited. All buildings, including dwelling houses and outbuildings, shall be constructed of natural wood, stone or brick materials, including but not limited to brick, stone, log, clapboard, shingle, or high-quality composite materials with the same appearance as natural wood materials. In no event shall aluminum, vinyl siding or cinder block be used on any dwelling house or outbuilding, nor shall exposed cinder block foundations be permitted. Owners shall not alter the rate or direction of the flow of water from or across any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas. No building may be closer than thirty feet from the road easement and all Lot lines. All fuel tanks shall be housed out of view from other properties. No signs or billboards shall be maintained except for conventional "for sale" signs of usual size and for and during the Declarant's marketing efforts.

4. **UTILITY EASEMENTS:** There are reserved rights of access across the twenty feet of frontage of every Lot measured from the edge of each road right of way adjoining each lot. Such rights are reserved to the Declarant, the Association and such public and private utilities as are specifically granted rights including, but not limited to, electricity, telephone and related purposes and, where and if applicable, for sewer and water distribution including for the maintenance, repair and replacement thereto and maintenance of the roadway slopes and shoulders.

5. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided they are not permitted to live outside or otherwise become a nuisance to the neighborhood. Any property owner who owns five or more adjacent acres may petition the Declarant or Association for permission to maintain horses and, if granted, shall be subject to all conditions as may be conditioned and imposed thereupon.

6. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be allowed to become littered or appear to be maintained as a dumping ground for refuse or rubbish. All trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be regularly emptied, cleaned and kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on, in or upon the premises.

7. **PARKING:** Cars, other vehicles and boats shall be parked in locations in the garage or near to the dwelling so as to not appear unsightly. Maintenance or repair of vehicles shall only be within the garage or upon the driveway near to the dwelling. The parking of wrecked, junked, disabled or otherwise unlicensed vehicles or industrial or construction equipment shall not be permitted upon any lot. Where adequate width of roadway is available, guest parking only shall be allowed upon the minor cul-de-sac roadway adjacent to any lot. No discarded automobile parts or other discarded material, waste or rubbish shall be permitted to remain on any lot.

8. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently (except a possible temporary marketing/sales office by Declarant). Campers and recreational vehicles may be used for temporary camping purposes but in no event shall any camper or recreational vehicle be connected to any permanent or semi-permanent electrical connection, septic connection, or other utility service connection of any kind. No camper or recreational vehicle of any kind shall be permitted to remain upon any lot for more than six months.

16. **CONFLICT:** In case of conflict between any of the foregoing provisions and any zoning ordinance (or exceptions thereto which may lawfully be made by the relevant zoning board) or laws which may now be in effect, or which may hereafter be enacted, such zoning ordinances or laws shall control, if such laws are more restrictive than provided herein.

17. **SEVERABILITY:** Invalidation of anyone of these covenants, restrictions, or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the President of VPE, Inc., General Partner of Declarant, has set his hand, by authority duly given this, the 15th day of May, 2009.

VIRGINIA PARKWAY ESTATES
LIMITED PARTNERSHIP
By: VPE, Inc., General Partner

By: Allen S. Pesmen, President

STATE OF ILLINOIS)
LAKE COUNTY) ss:

On this, the 4th day of January, 2010, I, Sandra Zagnoli, a duly authorized notary public of good standing in Lake County, Illinois, certify that Allen S. Pesmen personally came before me this day and acknowledged that he is the President of VPE, Inc., General Partner of Virginia Parkway Estates Limited Partnership, and that by authority duly given and as the act of each entity, he executed the foregoing instrument in the name of the General Partner and on behalf of the aforesaid Partnership.

My Commission Expires:

OFFICIAL SEAL
SANDRA ZAGNOLI
Notary Public - State of Illinois
My Commission Expires Jun 24, 2011

Notary Public

Sandra Zagnoli

INSTRUMENT #100000017
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY ON
JANUARY 5, 2010 AT 02:55PM

SUSAN C. GASPERINI, CLERK
RECORDED BY: CWH

VPELP - Declaration - Seven Springs - Declaration - Phasant Chase 1-4-10

ORIGINAL ✓

COMMONWEALTH OF VIRGINIA)
COUNTY OF PATRICK)

200541

RESTATED
DECLARATION OF
RESTRICTIVE COVENANTS FOR
**PHEASANT CHASE VILLAGE WITHIN
THE SEVEN SPRINGS**

Denny W. W. Del. 3/11/12

KNOW ALL MEN BY THESE PRESENTS that VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP (the "Declarant") on this 6th day of March, 2012, is the owner of all of the lots within the subdivision known as **PHEASANT CHASE VILLAGE** ("the "Development") within the development known as **THE SEVEN SPRINGS** (the "Master Development") located within the County of Patrick and the Commonwealth of Virginia. The Declarant desires to hereby restate Declaration dated January 4, 2010. The **PHEASANT CHASE VILLAGE** properties are portrayed on the following plat of survey:

- (i) "Plat Showing "Pheasant Chase Village" at the Seven Springs", as prepared by L. J. Quesenberry, L.S., dated January 1, 2010 and recorded on January 5, 2010 in the Clerk's Office for the Circuit Court of the County of Patrick, Commonwealth of Virginia, in Book 292, Page 551, Plat Cabinet 1, Slide 76K, as Instrument #10-0018 (and original Declaration filed as Plat Instrument 10-0017).

For the benefit of the Property and the owners and to enhance and protect the values, the Declarant desires to create and maintain a harmonious development by the imposition of protective and beneficial covenants, restrictions, conditions and easements upon the future owners of all **PHEASANT CHASE VILLAGE** lots and to provide for the preservation and maintenance of Common and Recreation Areas (and, where and if applicable, Well Rights) within **THE SEVEN SPRINGS**, all of which are shown on the various Surveys of the various Developments within the Master Development.

The Declarant hereby covenants and agrees, for itself and its successors and assigns, with all persons, entities and other parties as shall hereafter acquire title to lots within the aforesaid Development, that all of the said lots are hereby subjected to the following restrictions and those contained in the By-Laws, Rules and Regulations of the Association (as hereinafter identified) to be appurtenant to and to run with and benefit all of the lots in said Development, by their respective successors and assigns or by whomsoever owned.

1. **USE OF LOTS:** All lots shall be used only for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses. One secondary guest cottage shall be permitted on each lot; however, any such guest cottage shall not be used as a permanent residence or for commercial purposes. No all-terrain vehicle (ATV) shall be used within either the Development or **The Seven Springs** and there shall be no hunting or discharge of any firearm within. No Lot shall be timbered except for normal widening of interior roadways, areas required for the construction of residences and reasonably adjacent yard areas and for reasonable views.

2. **SUBDIVISION OF LOTS:** No lot subject to this Declaration shall be subdivided, except that any two lot owners may subdivide a lot or lots which lie between their lots, but only one residence shall be built on each combined lot so that all residences are situated on a lot of no less than two acres.

3. **DWELLING AND USE RESTRICTIONS:** Any dwelling house built in this Development after the date hereof shall contain at least 1,200 square feet of heated living area and be new, stick-built and constructed upon the premises and shall comply with all State, County and local building standards and codes, including specifically those standards for plumbing, septic and electrical work. Single- and double-wide mobile homes and manufactured homes are specifically prohibited. All buildings, including dwelling houses and outbuildings, shall be constructed of natural wood, stone or brick materials, including but not limited to brick, stone, log, clapboard, shingle, or high-quality composite materials with the same appearance as natural wood materials. In no event shall aluminum, vinyl siding or cinder block be used on any dwelling house or outbuilding, nor shall exposed cinder block foundations be permitted. Owners shall not alter the rate or direction of the flow of water from or across any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas. No building may be closer than thirty feet from the road easement and all Lot lines. All fuel tanks shall be housed out of view from other properties. No signs or billboards shall be maintained except for conventional "for sale" signs of usual size or for and during the Declarant's marketing efforts.

4. **UTILITY EASEMENTS:** There are reserved rights of access across the twenty feet of frontage of every Lot measured from the edge of each road right of way adjoining each lot. Such rights are reserved to the Declarant, the Association and such public and private utilities as are specifically granted rights including, but not limited to, electricity, telephone and related purposes and, where and if applicable, for sewer and water distribution including for the maintenance, repair and replacement thereto and maintenance of the roadway slopes and shoulders.

5. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided they are not permitted to live outside or otherwise become a nuisance to the neighborhood. Any property owner who owns five or more adjacent acres may petition the Declarant or Association for permission to maintain horses and, if granted, shall be subject to all conditions as may be conditioned and imposed thereupon.

6. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be allowed to become littered or appear to be maintained as a dumping ground for refuse or rubbish. All trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be regularly emptied, cleaned and kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on, in or upon the premises.

7. **PARKING:** Cars, other vehicles and boats shall be parked in locations in the garage or near to the dwelling so as to not appear unsightly. Maintenance or repair of vehicles shall only be within the garage or upon the driveway near to the dwelling. The parking of wrecked, junked, disabled or otherwise unlicensed vehicles or industrial or construction equipment shall not be permitted upon any lot. Where adequate width of roadway is available, guest parking only shall be allowed upon the minor cul-de-sac roadway adjacent to any lot. No discarded automobile parts or other discarded material, waste or rubbish shall be permitted to remain on any lot.

8. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently (except a possible temporary marketing/sales office by Declarant). Campers and recreational vehicles may be used for temporary camping purposes but in no event shall any camper or recreational vehicle be connected to any permanent or semi-permanent electrical connection, septic connection; or other utility service connection of any kind. No camper or recreational vehicle of any kind shall be permitted to remain upon any lot for more than six months and may not be returned thereafter.

9. **OWNERS' ASSOCIATION:** For the purposes of the maintenance and operation of the Common Areas and Wells rights, if applicable, the *Seven Springs Property Owners Association Ltd* (the "Association") has been organized as a non-stock corporation association organized, licensed and in good standing with Commonwealth of Virginia and also its Office of Professional and Occupational Registration. The owner(s) of each lot, by acceptance of a deed, shall collectively constitute one member of the Association and its successors and assigns. Membership in the Association shall be subject to the By-Laws and Rules and Regulations set forth on Exhibit A attached to and made a part hereof as if set forth herein (and all subsequent modifications thereto) and specifically including all land use provisions and easements provided therein.

10. **RIGHTS TO PRIVATE ROADS:** Every owner shall have a non-exclusive right and easement of access and enjoyment and be burdened by similar rights of other property owners in and to the private roads and common areas, if any, which shall be appurtenant to their lots and those which provide access from public roads. Such access rights shall pass with the title for every lot subject to the provisions of this Declaration and referred to recorded Subdivision Survey.

11. **TITLE TO PRIVATE ROADS:** The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the private roads and common areas, if any, shown in the aforementioned recorded Survey, and all subsequent Surveys which will portray access from the property owners' lot to the public road(s), as well as those roads and common areas, if any, which are part of this Development as those portions may be annexed in the future. Some of the lots may include property lying within the roadways and such roadway property shall be the subject of reciprocal non-exclusive rights as set forth in paragraph 10.

12. **RIGHT OF MODIFICATION:** The Declarant has developed The Seven Springs and this Development pursuant to a Master Development, a general plan of development, and does not currently intend to materially modify such plan. However, the Declarant reserves to itself and to its successors and assigns, the right to cancel, modify or change any of the above restrictions by one or more amendments as may hereafter be recorded in the Clerk's Office of Patrick County, Virginia.

13. **APPLICABLE PERIOD:** The foregoing covenant, restrictions and conditions shall remain in full force and effect, unless sooner changed in accordance with Paragraph 14 herein, for thirty (30) years from the date hereof, at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of five (5) years each unless by a vote of a majority of the then-owners of the lots it is agreed to change or extend the said covenants in whole or in part.

14. **DELEGATION AND ASSIGNABILITY:** Declarant shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant. Further, notwithstanding any other provision contained herein to the contrary, Declarant shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to the private roads and common areas, if any (and common well, if applicable); provided, however, that any transferee, grantee or assignee shall be deemed to have legally assumed the same. In the event of any such sale, transfer or conveyance, Declarant shall not be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Declarant's obligations under these covenants as shall arise after such sale, transfer or conveyance.

15. **INTERPRETATION:** No captions or titles in this Declaration shall be considered in the interpretation of any of the provisions hereof.

16. **CONFLICT:** In case of conflict between any of the foregoing provisions and any zoning ordinance (or exceptions thereto which may lawfully be made by the relevant zoning board) or laws which may now be in effect, or which may hereafter be enacted, such zoning ordinances or laws shall control, if such laws are more restrictive than provided herein.

17. **SEVERABILITY:** Invalidation of anyone of these covenants, restrictions, or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the President of VPE, Inc., General Partner of Declarant, has set his hand, by authority duly given this, the 6th day of March, 2012.

VIRGINIA PARKWAY ESTATES
LIMITED PARTNERSHIP

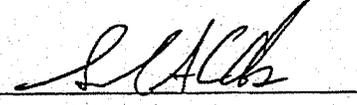
By: VPE, Inc., General Partner


By: Allen S. Pesmen, President

STATE OF ILLINOIS)
LAKE COUNTY) ss:

On this, the 6th day of March, 2012, I, Samuel Cavata, a duly authorized notary public of good standing in Lake County, Illinois, certify that Allen S. Pesmen personally came before me this day and acknowledged that he is the President of VPE, Inc., General Partner of Virginia Parkway Estates Limited Partnership, and that by authority duly given and as the act of each entity, he executed the foregoing Declaration, to which is attached the "By-Laws and Rules and Regulations of the Association", consisting of eight (8) pages, in the name of the General Partner and on behalf of the aforesaid Partnership.

My Commission Expires: 7/15, 2012

Notary Public 

18. **AUTHORITY TO SIGN:** After the Turnover Date, all agreements, contracts, deeds, leases, vouchers for payment of expenditures, and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Secretary.

19. **AMENDMENTS:** The Declarations and By-Laws may be amended or modified from time to time by action of the Declarant or by the approval of the members entitled to cast two-thirds (2/3) of the total votes computed as provided in Section 3.2 or by the Declarant so long as it or all successors shall own any Lots. Such amendments shall be recorded in the applicable Clerks' Offices or the Recorders' of Deeds of the Counties of Patrick and Carroll, Virginia. The Owners may release all or any part of the Property from all or any part of the Declaration.

IN WITNESS WHEREOF, the Declarant has caused its name on its behalf and that of the Association to these By-Laws and Rules and Regulations as Exhibit A which is a part of the Declaration of Restrictive Covenants for the Master Development, The Seven Springs, and all Developments therein, by the President of the General Partner of the Partnership, as of the day and year first above written.

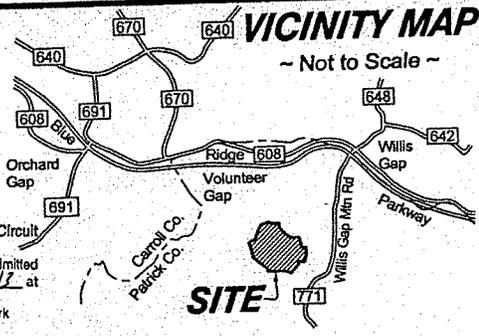
SEVEN SPRINGS PROPERTY OWNERS ASSOCIATION, LTD.
a/k/a SEVEN SPRINGS PROPERTY OWNERS ASSOCIATION
BY: VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP
BY: VPE, INC. GENERAL PARTNER


By: Allen S. Peamen, President

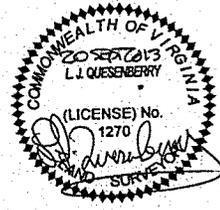
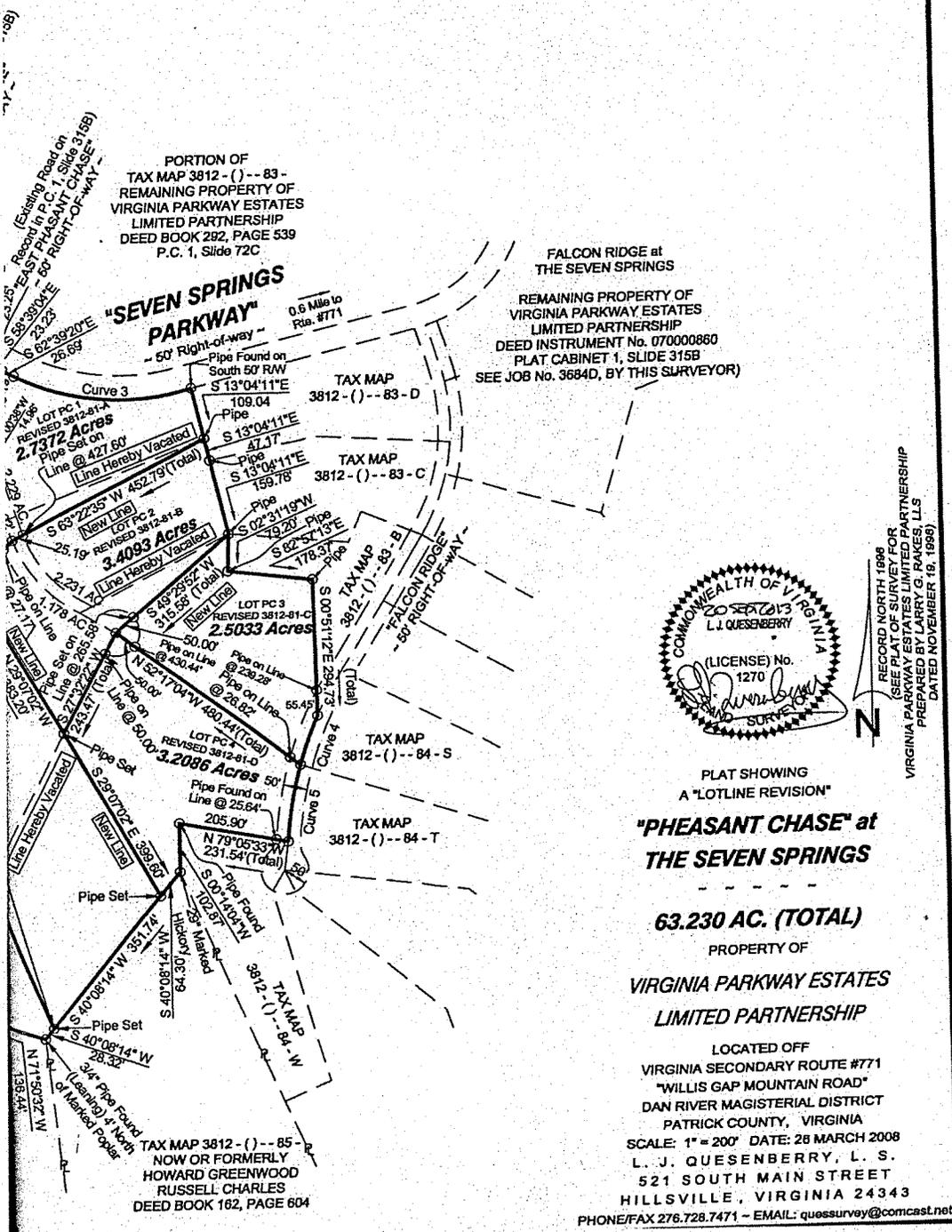
INSTRUMENT #120000541
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY ON
MARCH 16, 2012 AT 11:33AM
SUSAN C. GASPERINI, CLERK
RECORDED BY: SHS

Chord	Chord Bear.
225.27'	S 21°07'50" E
121.15'	S 49°35'34" E
374.21'	S 84°32'34" E
109.88'	S 20°08'25" W
165.41'	S 10°04'45" W
84.81'	S 52°52'08" W
40.77'	S 60°02'53" W
76.08'	S 66°43'38" W
53.10'	S 67°18'57" W
146.48'	S 52°51'37" W
29.75'	S 40°05'27" W
68.03'	S 33°02'00" W
5.64'	S 28°29'50" W
186.30'	S 41°22'14" W
67.25'	S 58°20'54" W
216.56'	N 05°15'29" E

1301851



VIRGINIA: In the Clerk's Office of the Circuit Court of Patrick County
 This Plat was received in office and admitted to record on Sept 20 2012 at 3:07 o'clock P.M.
 Teste: SUSAN C. GASPERINI, Clerk



RECORD NORTH 1998
 RECORD OF SURVEY FOR
 VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP
 PREPARED BY LARRY G. RAKES, LLS
 DATED NOVEMBER 19, 1998

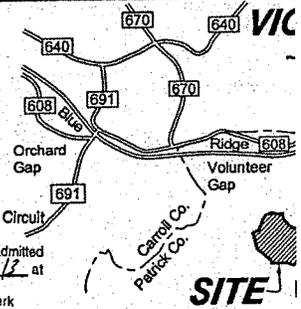
PLAT SHOWING
 A "LOTLINE REVISION"
**"PHEASANT CHASE" at
 THE SEVEN SPRINGS**

63.230 AC. (TOTAL)
 PROPERTY OF
**VIRGINIA PARKWAY ESTATES
 LIMITED PARTNERSHIP**

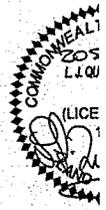
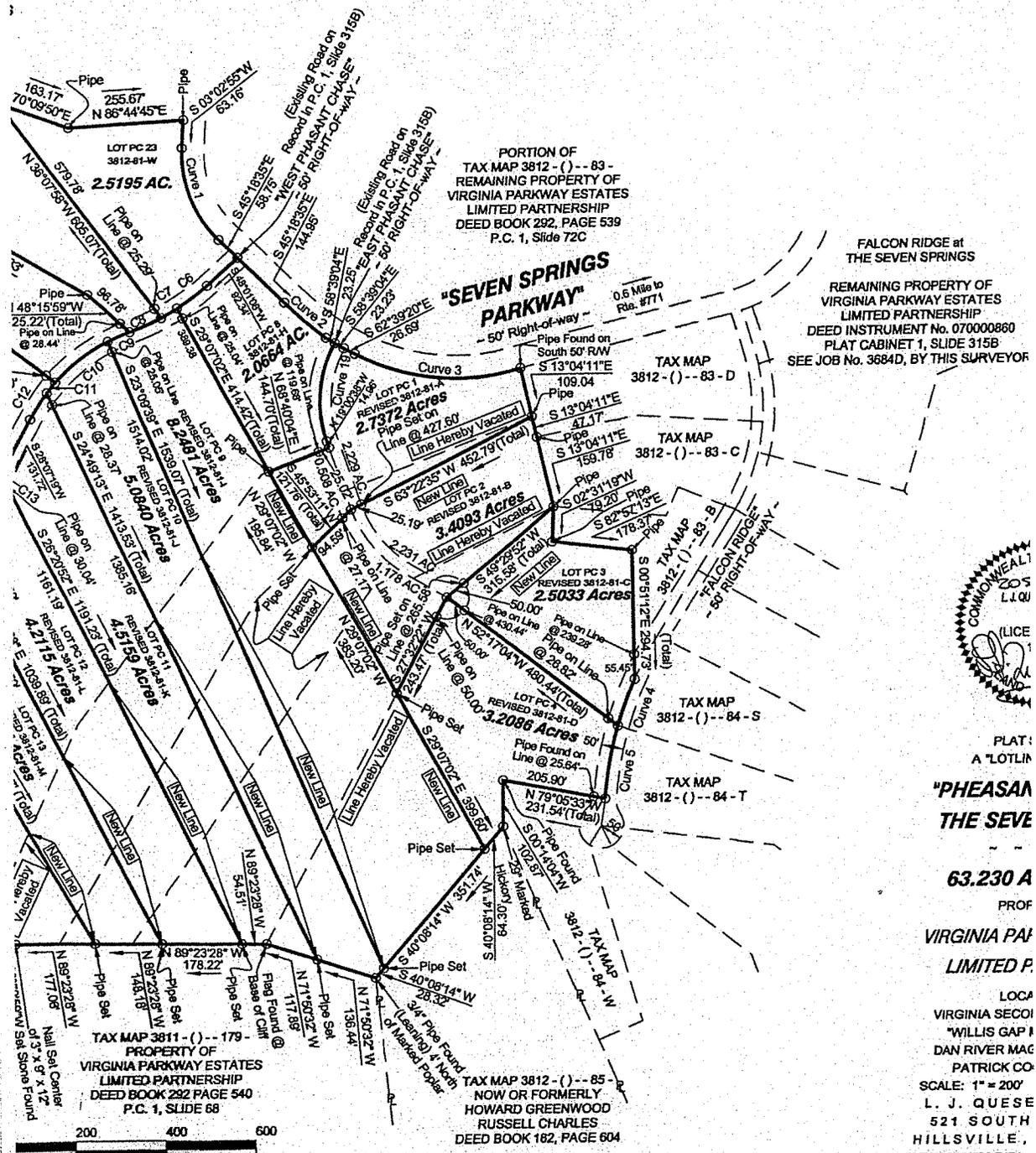
LOCATED OFF
 VIRGINIA SECONDARY ROUTE #771
 "WILLIS GAP MOUNTAIN ROAD"
 DAN RIVER MAGISTERIAL DISTRICT
 PATRICK COUNTY, VIRGINIA
 SCALE: 1" = 200' DATE: 28 MARCH 2008
 L. J. QUESENBERRY, L. S.
 521 SOUTH MAIN STREET
 HILLSVILLE, VIRGINIA 24343
 PHONE/FAX 276.728.7471 - EMAIL: quessurvey@comcast.net

Curve	Radius	Tangent	Length	Delta	Chord	Chord Bear.
C1	275.00'	123.47'	232.10'	48°21'30"	226.27'	S 21°07'50" E
C2	814.75'	60.75'	121.27'	8°31'40"	121.16'	S 49°35'34" E
C3	497.89'	200.02'	380.40'	43°46'29"	371.21'	S 84°32'34" E
C4	785.00'	55.08'	109.97'	8°01'38"	109.88'	S 20°08'25" W
C5	785.00'	83.17'	165.72'	12°05'44"	165.41'	S 10°04'45" W
C6	501.57'	42.56'	84.91'	9°41'59"	84.81'	S 52°52'08" W
C7	501.57'	20.40'	40.78'	4°39'32"	40.77'	S 60°02'53" W
C8	501.57'	38.15'	76.16'	8°41'58"	76.08'	S 66°43'38" W
C9	397.28'	26.61'	53.14'	7°39'51"	53.10'	S 67°18'57" W
C10	397.28'	74.52'	147.32'	21°14'50"	146.48'	S 52°51'37" W
C11	397.28'	14.89'	29.76'	4°17'30"	29.75'	S 40°05'27" W
C12	397.28'	34.14'	68.11'	8°49'23"	68.03'	S 33°02'00" W
C13	430.46'	2.82'	5.64'	0°45'02"	5.64'	S 28°29'50" W
C14	430.46'	95.41'	187.79'	24°59'44"	186.30'	S 41°22'14" W
C15	430.46'	33.73'	67.32'	8°57'38"	67.25'	S 58°20'54" W
C19	263.45'	118.78'	223.18'	48°32'15"	216.58'	N 05°15'29" E

1301851



VIRGINIA: In the Clerk's Office of the Circuit Court of Patrick County
 This Plat was received in office and admitted to record on Dec 20 2018 at 3:07 o'clock P.M.
 Teste: SUSAN C. GASPERINI, Clerk



PLAT:
 A "LOTLINE"
 "PHEASANT THE SEVEN"
 63.230 A
 PROF
 VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP
 LOCALITY:
 VIRGINIA SECOI
 "WILLIS GAP"
 DAN RIVER MAC
 PATRICK COUNTY
 SCALE: 1" = 200'
 L. J. QUESE
 521 SOUTH HILLSVILLE,
 PHONE/FAX 276.728.7471

NOTES:

1. THIS PLAT IS THE RESULT OF A CURRENT FIELD SURVEY.
2. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
3. SUBJECT PROPERTY AS SHOWN IS ALL OF PATRICK COUNTY TAX SECTION 3812-81-A, 3812-81-B, 3812-81-C, 3812-81-D, 3812-81-E, 3812-81-F, 3812-81-G, 3812-81-H, 3812-81-I, 3812-81-J, 3812-81-K, 3812-81-L, 3812-81-M, 3812-81-N, 3812-81-O, 3812-81-P, 3812-81-Q, 3812-81-R, 3812-81-S, 3812-81-T, 3812-81-U, 3812-81-V, 3812-81-W.
4. SUBJECT PROPERTY AS SHOWN DOES NOT FALL WITHIN THE LIMITS OF A H.U.D. DESIGNATED FLOOD HAZARD ZONE. THIS OPINION IS BASED UPON AN INSPECTION OF THE FLOOD INSURANCE RATE MAPS (COMMUNITY PANEL #510252 0020 C, ZONE C) AND HAS NOT BEEN FIELD VERIFIED.
5. CORNERS NOT DESCRIBED ARE POINTS LOCATED ALONG SOUTH 50' RW, "SEVEN SPRINGS PARKWAY", AND ALONG CENTERLINE 50' RW "EAST AND WEST PHEASANT CHASE"
6. THE ROADS AND RIGHT-OF-WAYS AS SHOWN HEREON ARE FOR PURPOSES OF ILLUSTRATION ONLY, AND THEY HAVE NOT BEEN, NOR ARE THEY REQUIRED TO BE, DEDICATED FOR USE AS PUBLIC ROADS OR RIGHT-OF-WAYS NOR TO BE MAINTAINED AS SAME.
7. OWNER AND DEVELOPER: VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP 877 LAKEVIEW PARKWAY, SUITE 150 VERNON HILLS, ILLINOIS 60061-1476

PUBLIC UTILITY EASEMENT NOTE:

A Right-of-way and easement for a 20-foot PUE (Public Utility Easement) is hereby Granted unto American Electric Power and other utilities, their successors and assigns, along, around and parallel to the existing roads, right-of-ways and property lines for the purpose of constructing and maintaining power lines and other utilities to serve all tracts in the division of property described herein. Also the right to cut, trim or otherwise control trees and other obstructions that may endanger the power lines and other utilities and the right of ingress and egress.

Private easements and related rights of way are also provided for in the Declaration of Restrictive Covenants dated January 4, 2010 and in the By-Laws and Rules and Regulations for "Pheasant Chase Within The Seven Springs" recorded in the Clerk's Office For Patrick County on January 5, 2010 as Deed Instrument #100000017.

TAX MAP 3812 - () -- 82 - REMAINING PROPERTY OF VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP DEED BOOK 292, PAGE 551 P.C. 1, Slide 78K

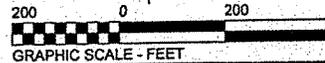
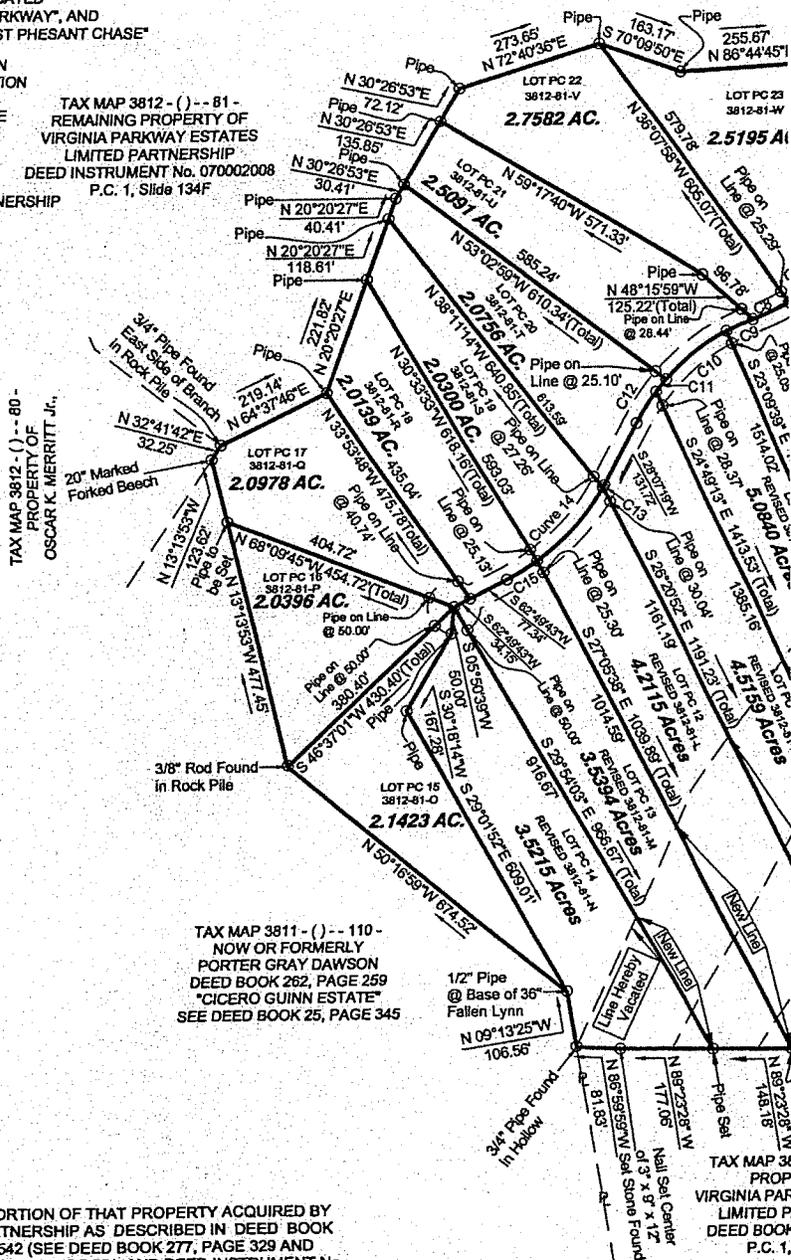
Curve	Radius
C1	275.00'
C2	814.76'
C3	497.89'
C4	785.00'
C5	785.00'
C6	501.57'
C7	501.57'
C8	501.57'
C9	397.28'
C10	397.28'
C11	397.28'
C12	397.28'
C13	430.46'
C14	430.46'
C15	430.46'
C19	263.45'

BEFORE LOTLINE REVISION	
3812-81-A	2,000 AC.
3812-81-B	2,160 AC.
3812-81-C	2,803 AC.
3812-81-D	6,659 AC.
3812-81-E	4,458 AC.
3812-81-F	4,261 AC.
3812-81-G	5,332 AC.
3812-81-H	2,066 AC.
3812-81-I	2,047 AC.
3812-81-J	2,044 AC.
3812-81-K	2,043 AC.
3812-81-L	2,080 AC.
3812-81-M	2,318 AC.
3812-81-N	2,773 AC.
3812-81-O	2,142 AC.
3812-81-P	2,040 AC.
3812-81-Q	2,098 AC.
3812-81-R	2,014 AC.
3812-81-S	2,030 AC.
3812-81-T	2,076 AC.
3812-81-U	2,509 AC.
3812-81-V	2,758 AC.
3812-81-W	2,519 AC.

AFTER LOTLINE REVISION	
3812-81-A	2,7372 AC.
3812-81-B	3,4093 AC.
3812-81-C	2,5033 AC.
3812-81-D	3,2086 AC.
3812-81-E	2,0664 AC.
3812-81-F	8,2481 AC.
3812-81-G	5,0840 AC.
3812-81-H	4,5159 AC.
3812-81-I	4,2115 AC.
3812-81-J	3,6394 AC.
3812-81-K	3,5215 AC.
3812-81-L	2,1423 AC.
3812-81-M	2,0396 AC.
3812-81-N	2,0978 AC.
3812-81-O	2,0139 AC.
3812-81-P	2,0300 AC.
3812-81-Q	2,0756 AC.
3812-81-R	2,5091 AC.
3812-81-S	2,7582 AC.
3812-81-T	2,5195 AC.

TITLE REFERENCE:

PLAT SHOWING "63,230 AC. (TOTAL)" IS A PORTION OF THAT PROPERTY ACQUIRED BY VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP AS DESCRIBED IN DEED BOOK 292, PAGE 539 AND DEED BOOK 292, PAGE 542 (SEE DEED BOOK 277, PAGE 329 AND PLAT BOOK 20, PAGE 113), AND DEED BOOK 292, PAGE 551, AND DEED INSTRUMENT NO. 070002008, ON RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF PATRICK COUNTY VIRGINIA, IN WHICH THE ABOVE REFERRED TO DEEDS ARE THE LAST INSTRUMENTS IN THE CHAIN OF TITLE TO SAID LAND.



APPALACHIAN TITLE COMPANY, INC.

P.O. BOX 564
STUART, VA 24171

REPORT OF TITLE

TO:

Virginia Parkway Estates
Limited Partnership

RE: **Sunset Ridge Village Subdivision** – Being a portion of property acquired in Deed Book 292, page 551, Deed Book 292, page 539 and Deed Book 292, page 542, lying and being in the Dan River Magisterial District of Patrick County, Virginia, and

Being a portion of Deed Book 436, page 545 and Deed Book 436, page 560, lying and being in the Laurel Fork Magisterial District of Carroll County, Virginia

The undersigned hereby reports that based on an examination of the public land records of the Patrick County and Carroll County Circuit Court Clerk's Offices as well as the tax records contained in the respective applicable offices of the Treasurer and Commissioner of Revenue, I am of the opinion that, subject only to the liens, encumbrances, and other objections hereinafter noted, the marketable fee simple title to the real property described above is, as of the date and time of this report, vested as indicated above, is free of material objections of record, save and except the following, to-wit:

1. Restrictive Covenants for Sunset Ridge Subdivision dated May 15, 2009, recorded in Patrick County, Virginia, as Instrument Number 090001305 and in Carroll County, Virginia, in Deed Book 875, page 26.
2. Restated Restrictive Covenants for Sunset Ridge Subdivision dated March 6, 2012, recorded in Patrick County, Virginia, as Instrument Number 120000539 and in Carroll County, Virginia, in Deed Book 939, page 341.
3. Easement to Appalachian Power Company dated November 21, 1995, of record in Patrick County, Virginia, in Deed Book 311, page 583 and in Carroll County, in Deed Book 485, page 513.
4. Easement to the Commonwealth of Virginia dated September 27, 1995, of record in Patrick County, Virginia, in Deed Book 309, page 923.
5. Easement to the Commonwealth of Virginia dated October 3, 1994, of record in Patrick County, Virginia, in Deed Book 303, page 359.

This Report of Title is for the sole and exclusive use of VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP and is not transferable and shall not be used by any other person or entity without the prior written consent of the undersigned. The following are general exceptions and exclusions from this title

opinion: Mechanic's liens covering labor performed or materials furnished for any buildings on said property within a period of one hundred twenty (120) days prior to the date of this report. Any inaccuracies and discrepancies, which an accurate survey and inspection of the premises might disclose. Accuracy of surveys and descriptions, boundary lines, or acreage within recorded descriptions and subject to any errors in the records or the indexing thereof as may be revealed in said Clerk's Office. Possession or unrecorded leases. Federal judgments and proceedings filed only in Federal Courts. Any matters, which may defeat or impair title which do not appear on the record. Matters occurring prior to and subsequent to the inclusive dates of this examination. The undersigned expressly excludes giving any opinion that the owners and their predecessors or collaterals in title are in compliance with any local, county, state or federal governmental law or regulations relative to zoning, subdivision, occupancy, use, construction, development and environmental hazards and restrictions, including but not limited to radiation and hazardous material on this property and all environmental regulations now in effect or hereafter in effect that may affect the use and enjoyment of this property as applied by any governmental body or agency. This title opinion is based on a search of the above records covering a period of time from **December 17, 1947 at 2:40 p.m. until October 17, 2016 at 9:00 a.m.** and this opinion covers that time period only.

APPALACHIAN TITLE COMPANY, INC.

By: Carmen N. Puckett
CARMEN N. PUCKETT

3. **DWELLING AND USE RESTRICTIONS:** Any dwelling house built in this Development after the date hereof shall contain at least 1,200 square feet of heated living area and be new, stick-built and constructed upon the premises and shall comply with all State, County and local building standards and codes, including specifically those standards for plumbing, septic and electrical work. Single- and double-wide mobile homes and manufactured homes are specifically prohibited. All buildings, including dwelling houses and outbuildings, shall be constructed of natural wood, stone or brick materials, including but not limited to brick, stone, log, clapboard, shingle, or high-quality composite materials with the same appearance as natural wood materials. In no event shall aluminum, vinyl siding or cinder block be used on any dwelling house or outbuilding, nor shall exposed cinder block foundations be permitted. Owners shall not alter the rate or direction of the flow of water from or across any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas. No building may be closer than thirty feet from the road easement and all Lot lines. All fuel tanks shall be housed out of view from other properties. No signs or billboards shall be maintained except for conventional "for sale" signs of usual size and for and during the Declarant's marketing efforts.

4. **UTILITY EASEMENTS:** There are reserved rights of access across the twenty feet of every Lot measured from the edge of each road right of way adjoining each lot. Such rights are reserved to the Declarant, the Association and such public and private utilities as are granted rights including, but not limited to, electricity, telephone and related purposes and, where applicable, for sewer and water distribution including for the maintenance, repair and replacement thereto and maintenance of the roadway slopes and shoulders.

5. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided they are not permitted to live outside or otherwise become a nuisance to the neighborhood. Any property owner who owns five or more adjacent acres may petition the Declarant or Association for permission to maintain horses and, if granted, shall be subject to all conditions as may be conditioned and imposed thereupon.

6. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be allowed to become littered or appear to be maintained as a dumping ground for refuse or rubbish. All trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be regularly emptied, cleaned and kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on, in or upon the premises.

7. **PARKING:** Cars, other vehicles and boats shall be parked in locations in the garage or near to the dwelling so as to not appear unsightly. Maintenance or repair of vehicles shall only be within the garage or upon the driveway near to the dwelling. The parking of wrecked, junked, disabled or otherwise unlicensed vehicles or industrial or construction equipment shall not be permitted upon any lot. Where adequate width of roadway is available, guest parking only shall be allowed upon the minor cul-de-sac roadway adjacent to any lot. No discarded automobile parts or other discarded material, waste or rubbish shall be permitted to remain on any lot.

8. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently (except a possible marketing/sales office by Declarant). Campers and recreational vehicles may be used for temporary camping purposes but in no event shall any camper or recreational vehicle be connected to any permanent or semi-permanent electrical connection, septic connection, or other utility service connection of any kind. No camper or recreational vehicle of any kind shall be permitted to remain upon any lot for more than six months.

9. **OWNERS' ASSOCIATION:** For the purposes of the maintenance and operation of the Common Areas and Wells rights, if applicable, the *Seven Springs Property Owners Association Ltd* (the "Association") has been organized as a non-stock corporation association organized, licensed and in good standing with Commonwealth of Virginia and also its Office of Professional and Occupational Registration. The owner(s) of each lot, by acceptance of a deed, shall collectively constitute one member of the Association and its successors and assigns. Membership in the Association shall be subject to the By-Laws and Rules and Regulations set forth on Exhibit A attached to and made a part hereof as if set forth herein and specifically including all land use provisions and easements provided therein.

10. **RIGHTS TO PRIVATE ROADS:** Every owner shall have a non-exclusive right and easement of access and enjoyment and be burdened by similar rights of other property owners in and to the private roads and common areas, if any, which shall be appurtenant to their lots and those which provide access from public roads. Such access rights shall pass with the title for every lot subject to the provisions of this Declaration and referred to recorded Subdivision Survey.

11. **TITLE TO PRIVATE ROADS:** The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the private roads and common areas, if any, shown in the aforementioned recorded Surveys, and all subsequent Surveys which will portray access from the property owners' lot to the public road(s), as well as those roads and common areas, if any, which are part of this Development as those portions may be annexed in the future. Some of the lots may include property lying within the roadways and such roadway property shall be the subject of reciprocal non-exclusive rights as set forth in paragraph 9.

12. **RIGHT OF MODIFICATION:** The Declarant has developed The Seven Springs and this Development pursuant to a master or general plan of development, and does not currently intend to materially modify such plan. However, the Declarant reserves to itself and to its successors and assigns, the right to cancel, modify or change any of the above restrictions by one or more amendments as may hereafter be recorded in the Clerk's Office of Patrick County, Virginia.

13. **APPLICABLE PERIOD:** The foregoing covenant, restrictions and conditions shall remain in full force and effect, unless sooner changed in accordance with Paragraph 14 herein, for thirty (30) years from the date hereof, at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of five (5) years each unless by a vote of a majority of the then-owners of the lots it is agreed to change or extend the said covenants in whole or in part.

14. **DELEGATION AND ASSIGNABILITY:** Declarant shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant. Further, notwithstanding any other provision contained herein to the contrary, Declarant shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to the private roads and common areas, if any (and common well, if applicable); provided, however, that any transferee, grantee or assignee shall be deemed to have legally assumed the same. In the event of any such sale, transfer or conveyance, Declarant shall not be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Declarant's obligations under these covenants as shall arise after such sale, transfer or conveyance.

15. **INTERPRETATION:** No captions or titles in this Declaration shall be considered in the interpretation of any of the provisions hereof.

16. **CONFLICT:** In case of conflict between any of the foregoing provisions and any zoning ordinance (or exceptions thereto which may lawfully be made by the relevant zoning board) or laws which may now be in effect, or which may hereafter be enacted, such zoning ordinances or laws shall control, if such laws are more restrictive than provided herein.

17. **SEVERABILITY:** Invalidation of anyone of these covenants, restrictions, or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the President of VPE, Inc., General Partner of Declarant, has set his hand, by authority duly given this the 15th day of May, 2009.

VIRGINIA PARKWAY ESTATES
LIMITED PARTNERSHIP
By VPE, Inc., General Partner



Allen S. Pesmen, President

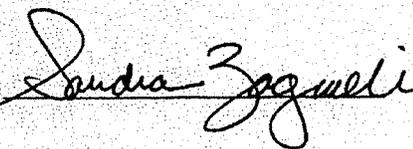
STATE OF ILLINOIS)
LAKE COUNTY) ss

On this, the 15th day of May, 2009, I, Sandra Zagnoli, a duly authorized notary public of good standing in Lake County, Illinois, certify that Allen S. Pesmen personally came before me this day and acknowledged that he is the President of VPE, Inc., General Partner of Virginia Parkway Estates Limited Partnership, and that by authority duly given and as the act of each entity, she executed the foregoing instrument in the name of the General Partner and on behalf of the aforesaid Partnership.

My Commission Expires:



Notary Public



Patrick Co

Carroll Co

ORIGINAL

1200539

BK 939PG341

00796

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF PATRICK)

RESTATED
DECLARATION OF
RESTRICTIVE COVENANTS FOR
*SUNSET RIDGE VILLAGE WITHIN
THE SEVEN SPRINGS*

KNOW ALL MEN BY THESE PRESENTS that whereas VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP (the "Declarant") on this 6th day of March, 2012, is the owner of all of the lots within the subdivision known as *SUNSET RIDGE VILLAGE* ("the "Development") within the development known as *THE SEVEN SPRINGS* (the "Master Development") partially located within each of the Dan River Magisterial District of Patrick County and the Laurel Fork Magisterial District of Carroll, both within the Commonwealth of Virginia. The *SUNSET RIDGE VILLAGE* properties are portrayed on the following plat of survey:

"Sunset Ridge (Village) at the Seven Springs", as prepared by L. J. Quesenberry, L.S., dated May 15th, 2009,

- (i) recorded on May 5, 2009 in the Clerk's Office for the County of Patrick, Commonwealth of Virginia, as Instrument #09--1306 (and original Declaration filed as Instrument #09--1305) and
- (ii) recorded on May 5, 2009 in the Clerk's Office for the County of Carroll in Plat Cabinet 2, Slide 2140, Pages 5,6 & 7 (and original Declaration filed in Deed Book 875, Page 26).

For the benefit of the Property and the owners and to enhance and protect the values, the Declarant desires to create and maintain a harmonious development by the imposition of protective and beneficial covenants, restrictions, conditions and easements upon the future owners of all *SUNSET RIDGE VILLAGE* lots and to provide for the preservation and maintenance of Common and Recreation Areas (and, where applicable, Well Rights) within *THE SEVEN SPRINGS*, all of which are shown on the various Surveys of the various Developments within the Master Development.

The Declarant hereby covenants and agrees, for itself and its successors and assigns, with all persons, entities and other parties as shall hereafter acquire title to lots within the aforesaid Development, that all of the said lots are hereby subjected to the following restrictions and those contained in the By-Laws, Rules and Regulations of the Association (as hereinafter identified) to be appurtenant to and to run with and benefit all of the lots in said Development, by their respective successors and assigns or by whomsoever owned.

1. **USE OF LOTS:** All lots shall be used only for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses. One secondary guest cottage shall be permitted on each lot; however, any such guest cottage shall not be used as a permanent residence or for commercial purposes. No all-terrain vehicle (ATV) shall be used within either the Development or *The Seven Springs* and there shall be no hunting or discharge of any firearm within. No Lot shall be timbered except for normal widening of interior roadways, areas required for the construction of residences and reasonably adjacent yard areas and for reasonable views.

2. **SUBDIVISION OF LOTS:** No lot subject to this Declaration shall be subdivided, except that any two lot owners may subdivide a lot or lots which lie between their lots, but only one residence shall be built on each combined lot so that all residences are situated on a lot of no less than two acres.

PERPARED BY: ALLEN S PESMEN, PRESIDENT
146 OLD MCHENRY RD Page 1 of 4
LONG GROVE, II

60047-8858

3. **DWELLING AND USE RESTRICTIONS:** Any dwelling house built in this Development after the date hereof shall contain at least 1,200 square feet of heated living area and be new, stick-built and constructed upon the premises and shall comply with all State, County and local building standards and codes, including specifically those standards for plumbing, septic and electrical work. Single- and double-wide mobile homes and manufactured homes are specifically prohibited. All buildings, including dwelling houses and outbuildings, shall be constructed of natural wood, stone or brick materials, including but not limited to brick, stone, log, clapboard, shingle, or high-quality composite materials with the same appearance as natural wood materials. In no event shall aluminum, vinyl siding or cinder block be used on any dwelling house or outbuilding, nor shall exposed cinder block foundations be permitted. Owners shall not alter the rate or direction of the flow of water from or across any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas. No building may be closer than thirty feet from the road easement and all Lot lines. All fuel tanks shall be housed out of view from other properties. No signs or billboards shall be maintained except for conventional "for sale" signs of usual size or for and during the Declarant's marketing efforts.

4. **UTILITY EASEMENTS:** There are reserved rights of access across the twenty feet of every Lot measured from the edge of each road right of way adjoining each lot. Such rights are reserved to the Declarant, the Association and such public and private utilities as are granted rights including, but not limited to, electricity, telephone and related purposes and, where applicable, for sewer and water distribution including for the maintenance, repair and replacement thereto and maintenance of the roadway slopes and shoulders.

5. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided they are not permitted to live outside or otherwise become a nuisance to the neighborhood. Any property owner who owns five or more adjacent acres may petition the Declarant or Association for permission to maintain horses and, if granted, shall be subject to all conditions as may be conditioned and imposed thereupon.

6. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be allowed to become littered or appear to be maintained as a dumping ground for refuse or rubbish. All trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be regularly emptied, cleaned and kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on, in or upon the premises.

7. **PARKING:** Cars, other vehicles and boats shall be parked in locations in the garage or near to the dwelling so as to not appear unsightly. Maintenance or repair of vehicles shall only be within the garage or upon the driveway near to the dwelling. The parking of wrecked, junked, disabled or otherwise unlicensed vehicles or industrial or construction equipment shall not be permitted upon any lot. Where adequate width of roadway is available, guest parking only shall be allowed upon the minor cul-de-sac roadway adjacent to any lot. No discarded automobile parts or other discarded material, waste or rubbish shall be permitted to remain on any lot.

8. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently (except a possible marketing/sales office by Declarant). Campers and recreational vehicles may be used for temporary camping purposes but in no event shall any camper or recreational vehicle be connected to any permanent or semi-permanent electrical connection, septic connection; or other utility service connection of any kind.

BK 939 PG 344

15. **INTERPRETATION:** No captions or titles in this Declaration shall be considered in the interpretation of any of the provisions hereof.

16. **CONFLICT:** In case of conflict between any of the foregoing provisions and any zoning ordinance (or exceptions thereto which may lawfully be made by the relevant zoning board) or laws which may now be in effect, or which may hereafter be enacted, such zoning ordinances or laws shall control, if such laws are more restrictive than provided herein.

17. **SEVERABILITY:** Invalidation of anyone of these covenants, restrictions, or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

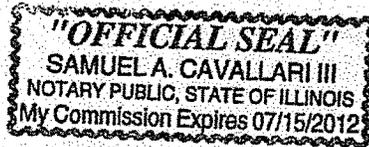
IN WITNESS WHEREOF, the President of VPE, Inc., General Partner of Declarant, has set his hand, by authority duly given this the 6th day of March, 2012.

VIRGINIA PARKWAY ESTATES
LIMITED PARTNERSHIP

By: VPE, Inc., General Partner



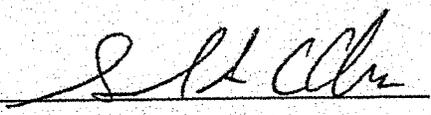
Allen S. Pesmen, President

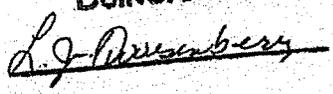


STATE OF ILLINOIS)
) ss:
LAKE COUNTY)

On this, the 6th day of March, 2012, I, Samuel Cavallari, a duly authorized notary public of good standing in Lake County, Illinois, certify that Allen S. Pesmen personally came before me this day and acknowledged that he is the President of VPE, Inc., General Partner of Virginia Parkway Estates Limited Partnership, and that by authority duly given and as the act of each entity, he executed the foregoing the foregoing Declaration, to which is attached the "By-Laws and Rules and Regulations of the Association", consisting of eight (8) pages, in the name of the General Partner and on behalf of the aforesaid Partnership.

My Commission Expires: 7/15/2012

Notary Public 

Delivered to


INSTRUMENT #1200796
RECORDED IN THE CLERK'S OFFICE OF
CARROLL COUNTY ON
MARCH 19 2012 AT 02:52PM

CAROLYN H. HONEYCUTT, CLERK
RECORDED BY: LHH

APPALACHIAN TITLE COMPANY, INC.

P.O. BOX 564
STUART, VA 24171

REPORT OF TITLE

TO: _____
Virginia Parkway Estates
Limited Partnership

RE: **Falcon Ridge Subdivision** – Being a portion of property acquired in Deed Book 292, page 539, and Deed Book 292, page 542, lying and being in the Dan River Magisterial District of Patrick County, Virginia.

The undersigned hereby reports that based on an examination of the public land records of the Patrick County Circuit Court Clerk's Office as well as the tax records contained in the respective applicable offices of the Treasurer and Commissioner of Revenue, I am of the opinion that, subject only to the liens, encumbrances, and other objections hereinafter noted, the marketable fee simple title to the real property described above is, as of the date and time of this report, vested as indicated above, is free of material objections of record, save and except the following, to-wit:

1. Restrictive Covenants for Falcon Ridge within the Seven Springs, dated March 5, 2007, of record as Instrument Number 070000860.
2. Easement to Appalachian Power Company dated November 25, 2008, of record as Instrument Number 090000151.
3. Sewage easement conveyed to Zachary Morrow & Nancy Haynes, for the benefit of Lot 9, as set forth in Deed dated February 21, 2008, of record as Instrument Number 080000471.
4. Sewage easement conveyed to Steven Cagle and Steven Shaffner, for the benefit of Lot 6, as set forth in Deed dated October 1, 2007, of record as Instrument Number 070002769.
5. Sewage easement conveyed to Philip and Amy Henson, for the benefit of Lot 5, as set forth in Deed dated September 7, 2007, of record as Instrument Number 070002431.
6. Addendum to Plat and Declaration of Easement for Falcon Ridge Subdivision, dated July 27, 2007, of record as Instrument Number 070002024.
7. Easement to Appalachian Power Company dated November 21, 1995, of record in Deed Book 311, page 583.
8. Easement to the Commonwealth of Virginia dated September 27, 1995, of record in Deed Book 309, page 923.

9. Easement to the Commonwealth of Virginia dated October 3, 1994, of record in Deed Book 303, page 359.

This Report of Title is for the sole and exclusive use of VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP and is not transferable and shall not be used by any other person or entity without the prior written consent of the undersigned. The following are general exceptions and exclusions from this title opinion: Mechanic's liens covering labor performed or materials furnished for any buildings on said property within a period of one hundred twenty (120) days prior to the date of this report. Any inaccuracies and discrepancies, which an accurate survey and inspection of the premises might disclose. Accuracy of surveys and descriptions, boundary lines, or acreage within recorded descriptions and subject to any errors in the records or the indexing thereof as may be revealed in said Clerk's Office. Possession or unrecorded leases. Federal judgments and proceedings filed only in Federal Courts. Any matters, which may defeat or impair title which do not appear on the record. Matters occurring prior to and subsequent to the inclusive dates of this examination. The undersigned expressly excludes giving any opinion that the owners and their predecessors or collaterals in title are in compliance with any local, county, state or federal governmental law or regulations relative to zoning, subdivision, occupancy, use, construction, development and environmental hazards and restrictions, including but not limited to radiation and hazardous material on this property and all environmental regulations now in effect or hereafter in effect that may affect the use and enjoyment of this property as applied by any governmental body or agency. This title opinion is based on a search of the above records covering a period of time from **December 17, 1947 at 2:40 p.m. until October 12, 2016 at 9:00 a.m.** and this opinion covers that time period only.

APPALACHIAN TITLE COMPANY, INC.

By: Carmen N. Puckett
CARMEN N. PUCKETT

3. **DWELLING AND USE RESTRICTIONS:** Any dwelling house built in this Development after the date hereof shall contain at least 1,200 square feet of heated living area and be new, stick-built and constructed upon the premises and shall comply with all State, County and local building standards and codes, including specifically those standards for plumbing, septic and electrical work. Single- and double-wide mobile homes and manufactured homes are specifically prohibited. All buildings, including dwelling houses and outbuildings, shall be constructed of natural wood, stone or brick materials, including but not limited to brick, stone, log, clapboard, shingle, or high-quality composite materials with the same appearance as natural wood materials. In no event shall aluminum, vinyl siding or cinder block be used on any dwelling house or outbuilding, nor shall exposed cinder block foundations be permitted. Owners shall not alter the rate or direction of the flow of water from or across any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas. No building may be closer than thirty feet from the road easement and all Lot lines. All fuel tanks shall be housed out of view from other properties. No signs or billboards shall be maintained except for conventional "for sale" signs of usual size and for and during the Declarant's marketing efforts.

4. **UTILITY EASEMENTS:** There are reserved rights of access across the twenty feet of every Lot measured from the edge of each road right of way adjoining each lot. Such rights are reserved to the Declarant, the Association and such public and private utilities as are granted rights including, but not limited to, electricity, telephone and related purposes and, where applicable, for sewer and water distribution including for the maintenance, repair and replacement thereto and maintenance of the roadway slopes and shoulders.

5. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided they are not permitted to live outside or otherwise become a nuisance to the neighborhood. Any property owner who owns five or more adjacent acres may petition the Declarant or Association for permission to maintain horses and, if granted, shall be subject to all conditions as may be conditioned and imposed thereupon.

6. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be allowed to become littered or appear to be maintained as a dumping ground for refuse or rubbish. All trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be regularly emptied, cleaned and kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on, in or upon the premises.

7. **PARKING:** Cars, other vehicles and boats shall be parked in locations in the garage or near to the dwelling so as to not appear unsightly. Maintenance or repair of vehicles shall only be within the garage or upon the driveway near to the dwelling. The parking of wrecked, junked, disabled or otherwise unlicensed vehicles or industrial or construction equipment shall not be permitted upon any lot. Where adequate width of roadway is available, guest parking only shall be allowed upon the minor cul-de-sac roadway adjacent to any lot. No discarded automobile parts or other discarded material, waste or rubbish shall be permitted to remain on any lot.

8. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently (except a possible marketing/sales office by Declarant). Campers and recreational vehicles may be used for temporary camping purposes but in no event shall any camper or recreational vehicle be connected to any permanent or semi-permanent electrical connection, septic connection or other utility service connection of any kind. No camper or recreational vehicle of any kind shall be permitted to remain upon any lot for more than six months.

9. **OWNERS' ASSOCIATION:** For the purposes of the maintenance and operation of the Common Areas and Wells rights, if applicable, the *Seven Springs Property Owners Association Ltd* (the "Association") has been organized as a non-stock corporation association organized, licensed and in good standing with Commonwealth of Virginia and also its Office of Professional and Occupational Registration. The owner(s) of each lot, by acceptance of a deed, shall collectively constitute one member of the Association and its successors and assigns. Membership in the Association shall be subject to the By-Laws and Rules and Regulations set forth on Exhibit A attached to and made a part hereof as if set forth herein and specifically including all land use provisions and easements provided therein.

10. **RIGHTS TO PRIVATE ROADS:** Every owner shall have a non-exclusive right and easement of access and enjoyment and be burdened by similar rights of other property owners in and to the private roads and common areas, if any, which shall be appurtenant to their lots and those which provide access from public roads. Such access rights shall pass with the title for every lot subject to the provisions of this Declaration and referred to recorded Subdivision Survey.

11. **TITLE TO PRIVATE ROADS:** The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the private roads and common areas, if any, shown in the aforementioned recorded Surveys, and all subsequent Surveys which will portray access from the property owners' lot to the public road(s), as well as those roads and common areas, if any, which are part of this Development as those portions may be annexed in the future. Some of the lots may include property lying within the roadways and such roadway property shall be the subject of reciprocal non-exclusive rights as set forth in paragraph 9.

12. **RIGHT OF MODIFICATION:** The Declarant has developed The Seven Springs and this Development pursuant to a master or general plan of development, and does not currently intend to materially modify such plan. However, the Declarant reserves to itself and to its successors and assigns, the right to cancel, modify or change any of the above restrictions by one or more amendments as may hereafter be recorded in the Clerk's Office of Patrick County, Virginia.

13. **APPLICABLE PERIOD:** The foregoing covenant, restrictions and conditions shall remain in full force and effect, unless sooner changed in accordance with Paragraph 14 herein, for thirty (30) years from the date hereof, at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of five (5) years each unless by a vote of a majority of the then-owners of the lots it is agreed to change or extend the said covenants in whole or in part.

14. **DELEGATION AND ASSIGNABILITY:** Declarant shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant. Further, notwithstanding any other provision contained herein to the contrary, Declarant shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to the private roads and common areas, if any (and common well, if applicable); provided, however, that any transferee, grantee or assignee shall be deemed to have legally assumed the same. In the event of any such sale, transfer or conveyance, Declarant shall not be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Declarant's obligations under these covenants as shall arise after such sale, transfer or conveyance.

15. **INTERPRETATION:** No captions or titles in this Declaration shall be considered in the interpretation of any of the provisions hereof.

16. **CONFLICT:** In case of conflict between any of the foregoing provisions and any zoning ordinance (or exceptions thereto which may lawfully be made by the relevant zoning board) or laws which may now be in effect, or which may hereafter be enacted, such zoning ordinances or laws shall control, if such laws are more restrictive than provided herein.

17. **SEVERABILITY:** Invalidation of anyone of these covenants, restrictions, or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the President of VPE, Inc., General Partner of Declarant, has set her hand, by authority duly given this the 5th day of March, 2007.

VIRGINIA PARKWAY ESTATES
LIMITED PARTNERSHIP

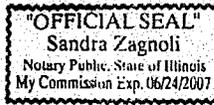
By: VPE, Inc., General Partner

Enid Pesmen
Enid Pesmen, President

STATE OF ILLINOIS)
LAKE COUNTY) ss:

On this, the 5th day of March, 2007, I, Sandra Zagnoli, a duly authorized notary public of good standing in Lake County, Illinois, certify that Enid Pesmen personally came before me this day and acknowledged that she is the President of VPE, Inc., General Partner of Virginia Parkway Estates Limited Partnership, and that by authority duly given and as the act of each entity, she executed the foregoing instrument in the name of the General Partner and on behalf of the aforesaid Partnership.

My Commission Expires:



Notary Public

Sandra Zagnoli

ORIGINAL

PLAT SHOWING AN ADDENDUM TO "PLAT SHOWING "FALCON RIDGE" AT SEVEN SPRINGS"

Recorded March 27, 2007, as Inst #07-0000-860, Plat 1, Slide 315B

AND

A DECLARATION OF FALCON RIDGE EASEMENT #1

0702024

7/30/07
Del. To: Nancy Willett

For good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned Declarant hereby amends the size and configuration of Lots FR-11, FR-12 and FR-13 from those portrayed on the above-captioned Plat, withdraws Lot FR-12 from sale and establishes FR-12 as a "Preserve Lot" and dedicates to and on behalf of itself, Virginia Parkway Estates Limited Partnership, and for the benefit of its successors and assigns who shall hereafter own the hereby encumbered and benefited properties, perpetual rights for an easement to enter upon and cross, install, maintain, repair and replace septic facilities upon the Falcon Ridge Preserve Lot FR-12 and Lot FR-5 for the benefit of Falcon Ridge Lots FR-5 and -6 and also for a shared utility septic field: upon Falcon Ridge Preserve Lot FR-12 within *The Seven Springs Development*, said Easement as more fully described hereinafter:

GUNTOR
VIRGINIA PARKWAY
ESTATES (LP)
GRANTEE
FALCON RIDGE #5
FALCON RIDGE #6

Recorder's
Stamp

The diagram shown on attached Exhibit A is entitled:
 PLAT SHOWING AN ADDENDUM TO
 PLAT OF "FALCON RIDGE" AT THE SEVEN SPRINGS SHOWING LOT
 FR-11, PRESERVE LOT FR-12, LOT FR-13 AND SEWAGE EASEMENT
 SERVING LOTS FR-5 AND FR-6, dated July 27, 2007 and known
 as Job #3684D-2, shows the approximate location of the
 several twenty-foot wide easements dedicated and granted
 hereby and said Exhibit A is hereby incorporated herein.
 Said Exhibit A is an amendment
 and revision of the Original Plat of Survey entitled "Falcon
 Ridge" at The Seven Springs" prepared by L. J. Quesenberry,
 dated February 13, 2007 and again March 27, 2007 and
 recorded in the Clerk's Office of the Circuit Court for the
 County of Patrick, Commonwealth of Virginia on March 27,
 2007 as Instrument No. 07-0000-860 in Plat Cabinet 1, Slide
 315B and as amended on July 25, 2007 and recorded
 simultaneously herewith.

That Original Plat is a portion of that property acquired by Virginia Parkway Estates Limited Partnership, as described in Deed Book 292, Page 539 and Deed Book 292, Page 542 (see Deed Book 277, Page 329 and Plat Book 29, Page 113) on record in said County and State. (The majority located in Map 3812-()-84, a portion of 2006 Bill Number #0606-1-017289 and a smaller portion located in Map 3812-()-83, a part of 2006 Bill Number #0606-1-107288).

The details of the easement declared by this Declaration of Easement are more fully set forth hereinafter together with the considerations therefor:

(1) The Easements described herein and depicted upon the accompanying Exhibit A are upon Falcon Ridge Preserve Lot FR-12 and FR-5 for the benefit of Falcon Ridge Lots FR-5 and FR-6.

As to FR-5, a twenty-foot wide easement for the installation, maintenance and replacement of piping and related septic field and equipment onto and upon said Preserve Lot FR-12 for the benefit of Lot FR-5, commencing from the structures that are to be erected on Lots FR-5 to the northernmost corner of said Lot, thence crossing under the Falcon Ridge Roadway onto and upon said Preserve Lot FR-12 to a septic drainage field to be placed on said Lot as shall be required to service the effluent from the structures to be erected upon said Lot FR-5, and

As to FR-6, a twenty-foot wide easement for the installation, maintenance and replacement of piping and equipment and construction commencing from the structures that are to be erected on Lot FR-6 across the edge of Lot FR-6 and the northwesternmost corner of Lot FR-5 to a septic drainage field to be placed on the Preserve Lot FR-12 as shall be required to service the effluent from the structures to be erected upon said Lot FR-6.

(2) Whenever an owner, from time-to-time, of Falcon Ridge Lots FR-5 and FR-6 shall determine, in

the sole discretion of each, that they desire to install piping

under the surfaces of their respectively described Lots to the designated septic field upon Preserve Lot FR-12, they may do so; provided, as a condition therefor, said owner hereby agrees to appear, defend, indemnify and save harmless the owners, from time to time, of said Lots FR-5 and FR-6 from all damages to the property of each other and to Preserve Lot FR-12 and/or outside of the easement and to all persons by reason of the construction, installation, maintenance or replacement of the facilities and easement.

(3) All disturbances of every type by an owner of Lots FR-5 or FR-6, or their agents or successors, to the property upon and, for servicing purposes, adjacent to or, in the case of the cul-de-sac roadway, on top of, the easement, shall be repaired and restored to the same degree or better than prior to such work. If landscaped, replacement landscaping shall be installed by the respective owner of the benefited Lot at least in as good condition after as before the installation with sod or seed, all to the reasonable satisfaction of the Declarant and owner of the other Lot, FR-5 or FR-6, and their respective successors and assigns.

(4) All work to be performed by in on or about the easement areas shall be performed in a good and workman-like manner in order to minimize disruption of the enjoyment by an owner of the use of any building on or adjacent to the property.

(5) No prior consent shall be required before activities by the Grantee within the Easement granted but a prior written notice of not less than thirty (30) days shall be given to the Declarant and to the then-owners of the other Lot, Lots FR-5 or FR-6.

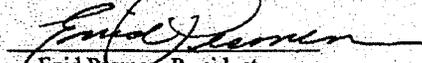
(6) This Declaration of Easement shall be perpetual, shall not require the payment of any present or future sum and is an exclusive use of the easement areas to the owners of FR-5 and FR-6, except subject to the rights to the installation, maintenance and use of Falcon Ridge Roadway by Declarant, other owners within Falcon Ridge and the general public.

**WARRANTY DEED
AND GRANT OF EASEMENT
FALCON RIDGE VILLAGE – FR-5
(Continued)**

WITNESS the following signature and seal.

**VIRGINIA PARKWAY ESTATES
LIMITED PARTNERSHIP**

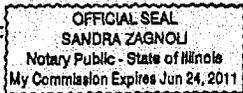
By: **VPE, Inc., General Partner**

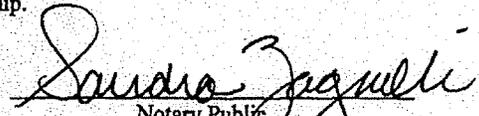
By: 
Enid Pesmen, President

STATE OF ILLINOIS)
) ss:
COUNTY OF LAKE)

I do hereby certify that the foregoing instrument was acknowledged before me, Sandra Zagnoli, a Notary Public in and for the jurisdiction aforesaid, by Enid Pesmen, known to me as the President of VPE, Inc., General Partner of Virginia Parkway Estates Limited Partnership, said Enid Pesmen having appeared before me in my jurisdiction and acknowledged the execution of the foregoing Deed bearing even date as of this 7th day of September, 2007 on behalf of said General Partner and Limited Partnership.

My Commission Expires:




Notary Public

**GRANTEES' MAILING ADDRESS:
280 Kingmill Drive, Advance, NC 27006**

**PREPARED BY: Allen S. Pesmen, Esq.
Law Offices of Allen S. Pesmen, P.C.
977 Lakeview Parkway, Ste 150
Vernon Hills, IL 60061-1476
847-367-4466 Fax: - 4699**

**MAIL TO:
Mr. Philip W. Henson
280 Kingmill Drive
Advance, NC 27006**

EXHIBIT A TO

**PLAT SHOWING AN
ADDENDUM TO PLAT OF "FALCON RIDGE"
AT THE SEVEN SPRINGS"**

and

A DECLARATION OF FALCON RIDGE EASEMENT #1

by

Virginia Parkway Estates Limited Partnership

**Addendum Plat Dated July 27, 2007 Showing
FR-11, Preserve FR-12 and Lots FR-13 and
Sewage Easement Serving FR-5 and FR-6
within "Falcon Ridge" at The Seven Springs**

L. J. Quesenberry, L. S.

Job #3684D-2

**Amendment Of Original Plat Recorded March 27, 2007,
As Inst. #07-0000-860, Plat Cabinet 1, Slide 315B**

EXHIBIT ATTACHED HERETO

INSTRUMENT #070002024
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY ON
JULY 30, 2007 AT 03:58PM
SUSAN C. GASPERINI, CLERK

RECORDED BY: VSR

9-10-07
Mail To: Timothy J. Tolbert
P.O. Box 250
Hillsville, VA 24343

WARRANTY DEED
AND GRANT OF EASEMENT

0702431

FALCON RIDGE VILLAGE - FR-5

THIS WARRANTY DEED AND GRANT OF EASEMENT is made as of this 7th day of September, 2007 by and between the Grantor, **VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP**, an Illinois Limited Partnership with Authority to Transact Business in the Commonwealth of Virginia, by VPE, Inc., its Sole General Partner, an Illinois Corporation also with Authority to Transact Business in said Commonwealth, and the Grantees, Philip W. **HENSON** and Amy B. **HENSON**, his wife.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars cash in hand paid by the Grantees to the Grantor, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor does hereby bargain, sell, grant and convey with General Warranty and Modern English Covenants of Title unto the Grantees, Philip W. **HENSON** and Amy B. **HENSON**, his wife, as tenants by the entirety with the right of survivorship as at common law, specific property and interests therein located within Falcon Ridge Village of *The Seven Springs* (the "Master Development") all within the Dan River Magisterial District in the County of Patrick County and Commonwealth of Virginia, and more particularly described as follows:

Lot FR-5 located within the afore-described Village within the Master Development and containing the acreage, more or less, or as otherwise portrayed on the attached diagram, **Exhibit A**, approximately 3.578 acres. The **Exhibit A-1** excerpt of original survey portrays the Falcon Ridge Lot as part of the Survey of "Falcon Ridge" at The Seven Springs as recorded in the Clerk's Office of the Circuit Court of Patrick County as the Instrument and in the Plat Cabinet and Slide as described:

Lot FR-5 is located within the County of Patrick and Commonwealth of Virginia, as said Lot is portrayed on the plat of survey prepared by L. J. Quesenberry, L.S., dated February 13, 2007 entitled "Falcon Ridge" at The Seven Springs, recorded on March 27, 2007 in the Clerk's Office of the Circuit Court for the County of Patrick, Commonwealth of Virginia as Instrument No. 070000860, Plat Cabinet 1, Slide 315B, the "Original Survey". (The majority located in Map 3812-()-84, a part of 2006 Bill Number #0606-1-017289 and a smaller portion located in Map 3812-()-83, a part of 2006 Bill Number #0606-1-017288).

A perpetual easement for sewage disposal purposes from said Lot FR-5 to an onto Preserve Lot FR-12 as portrayed on **Exhibit A-2** attached hereto, as more fully described hereinafter:

Prepared by: Allen S. Pesmen

When recorded, return to: Timothy J. Tolbert, P. O. Box 250, Hillsville
VA 24343

**WARRANTY DEED
AND GRANT OF EASEMENT
FALCON RIDGE VILLAGE – FR-5
(Continued)**

The easement is located within the County of Patrick and Commonwealth of Virginia, as said Lot Fr-5 and Preserve Lot FR-12 are portrayed on the plat of survey prepared by L. J. Quesenberry, L.S., dated July 30, 2007 entitled "Plat Showing An Addendum To Plat of "Falcon Ridge" at The Seven Springs", recorded on July 31, 2007 in the Clerk's Office of the Circuit Court for the County of Patrick, Commonwealth of Virginia as Instrument No, 070002024, the "Revised Survey". **(The majority located in Map 3812-0-84, a part of 2006 Bill Number #0606-1-017289 and a smaller portion located in Map 3812-0-83, a part of 2006 Bill Number #0606-1-107288).**

Further defined, the easement granted hereby commences on and at the northern lot line and near to the northeastern corner of said Lot FR-5, at the point identified as "6" and continues within and under the roadway right-of-way to the "Proposed Drain Field" as shown at the northeastern corner of said Preserve Lot FR-12.

The easement rights include the perpetual privilege to enter upon, install, maintain and replace, as often as necessary, the sewage facilities to service the structures as may be erected, from time to time, upon said Lot FR-5.

THIS CONVEYANCE IS MADE EXPRESSLY SUBJECT TO:

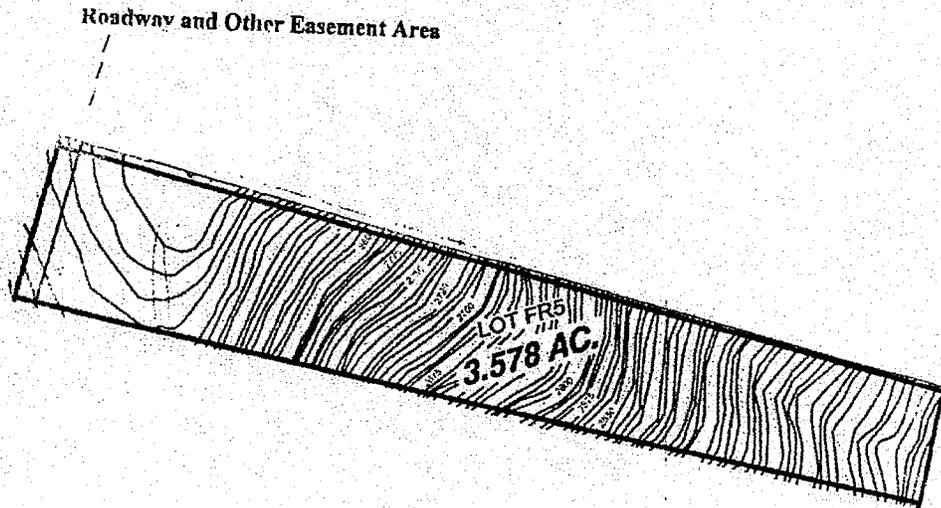
(1) all restrictions, restrictions, covenants, rights-of-way and easements of record, if any, contained in the instruments of record constituting the chain of title to the that part of the Properties conveyed herein and to matters visible upon inspection on said Properties to the extent that, and if, the same may lawfully apply, including the Restrictive Covenants and By-Laws and Rules and Regulations of the Association identified below.

(2) the obligations of the Virginia Property Owners' Association Act (Chapter 26, Section 55-508 through 55-516.2 of the Code of Virginia and the Association known as **Seven Springs Property Owners Association (Ltd.)** and the Falcon Ridge Subdivision of The Seven Springs Declaration of Restrictions and Covenants, as of March 27, 2007 in the Clerk's Office of the Circuit Court for the County of Patrick, Commonwealth of Virginia as Instrument No, 070000860.

(3) easements for the installation and maintenance of drainage facilities and public and private utility services and as set out in the above documents.

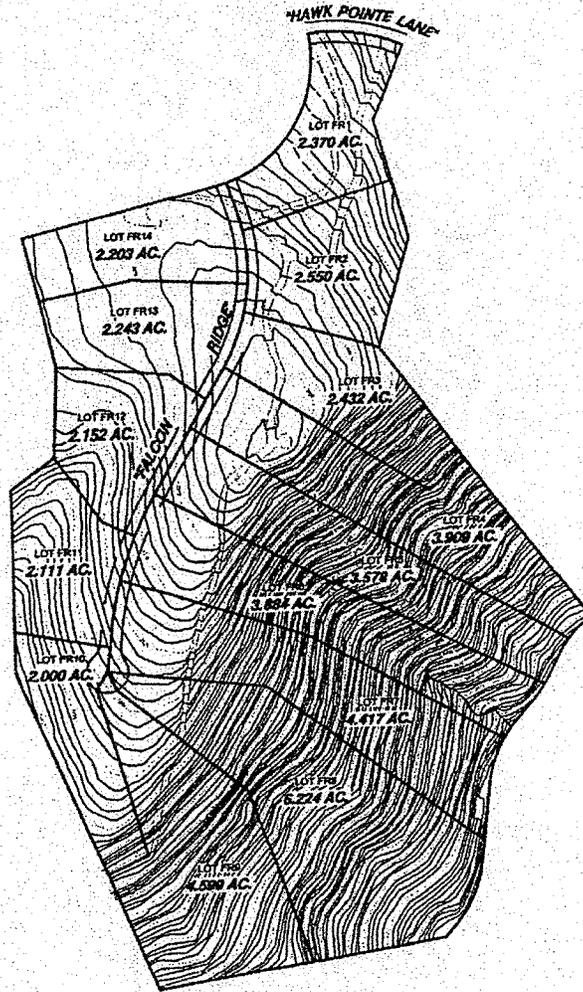
(4) easements for the mutual use by the Grantees, their successors and assigns, and other owners and the general public, of The Seven Springs Parkway and all other minor roadways shown on the recorded surveys for each of the Villages including those roadway easements as lie along the border of and within each of the Lots including the Lot conveyed hereby.

**EXHIBIT A
EXCERPT OF ORIGINAL SURVEY OF
FALCON RIDGE VILLAGE
LOT # FR-5**



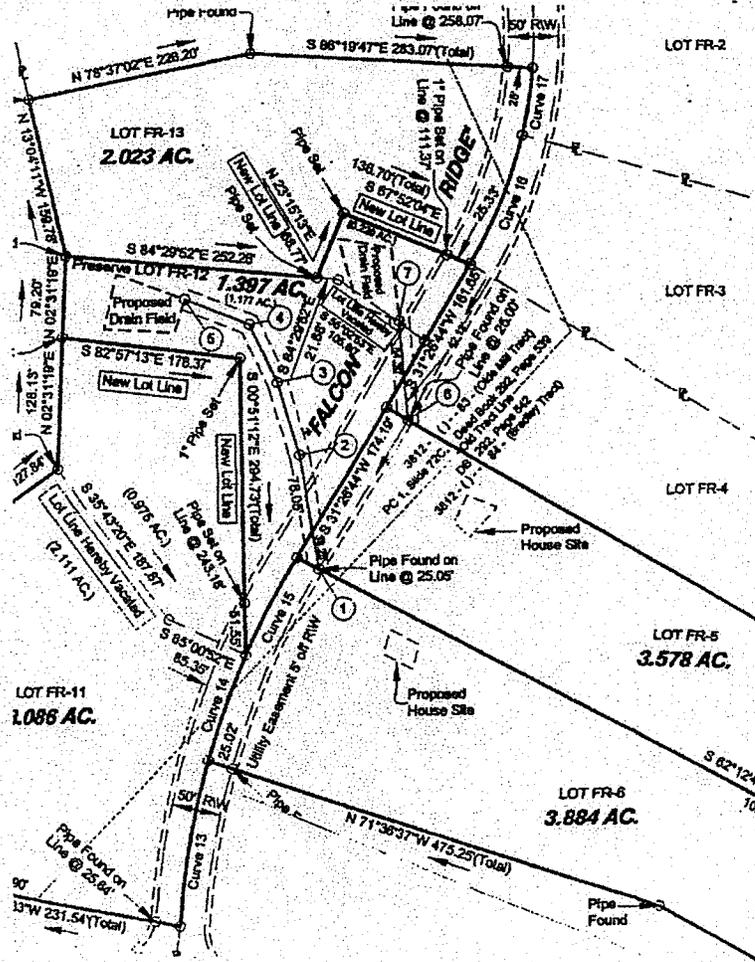
**Excerpt from Original Survey of Falcon Ridge Village
Survey entitled "Falcon Ridge at The Seven Springs"
dated March 27, 2007, as prepared by L. J. Quesenberry, L.S.,
recorded on March 27, 2007 in the Clerk's Office for the
County of Patrick, Commonwealth of Virginia
as Instrument No. 070000860, Slide 315B.**

**EXHIBIT A-1
EXCERPT OF ORIGINAL SURVEY OF
FALCON RIDGE VILLAGE**



**Excerpt of Original Survey of Falcon Ridge Village
Survey entitled "Falcon Ridge at The Seven Springs" dated March 27, 2007
as prepared by L. J. Quesenberry, L.S. and
recorded on March 27, 2007 in the Clerk's Office for the
County of Patrick, Commonwealth of Virginia
as Instrument No. 070000860, Slide 315B.**

**EXHIBIT A-2
EXCERPT OF SURVEY OF
FALCON RIDGE VILLAGE LOT FR#-5
AND SEWAGE EASEMENT**



**Excerpt of Revised Survey of Falcon Ridge Lot #FR-5 and Related Easement
Survey entitled "Plat Showing An Addendum To Plat Of
'Falcon Ridge' at The Seven Springs" etc. dated July 30, 2007
as prepared by L. J. Quesenberry, L.S. and
recorded on July 31, 2007 in the Clerk's Office for the
County of Patrick, Commonwealth of Virginia
as Instrument No. 070002024.**

INSTRUMENT #070002431
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY ON
SEPTEMBER 10, 2007 AT 11:07AM
\$77.50 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$38.75 LOCAL: \$38.75
SUSAN C. GASPERINI, CLERK

RECORDED BY: TSG

APPALACHIAN TITLE COMPANY, INC.
P.O. BOX 564
STUART, VA 24171

REPORT OF TITLE

TO:
Virginia Parkway Estates
Limited Partnership

RE: **Raven Hills Subdivision** – Containing 32.53 acres, more or less, acquired in Deed Book 292, page 551, lying and being in the Dan River Magisterial District of Patrick County, Virginia.

Tax Map #: 3812-()-82-

Tax Assessment: \$227,700

The undersigned hereby reports that based on an examination of the public land records of the Patrick County Circuit Court Clerk's Office as well as the tax records contained in the respective applicable offices of the Treasurer and Commissioner of Revenue, I am of the opinion that, subject only to the liens, encumbrances, and other objections hereinafter noted, the marketable fee simple title to the real property described above is, as of the date and time of this report, vested as indicated above, is free of material objections of record, save and except the following, to-wit:

1. Easement to Appalachian Power Company dated November 21, 1995, of record in Deed Book 311, page 583.
2. Easement to the Commonwealth of Virginia dated September 27, 1995, of record in Deed Book 309, page 923.
3. Easement to the Commonwealth of Virginia dated October 3, 1994, of record in Deed Book 303, page 359.

This Report of Title is for the sole and exclusive use of VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP and is not transferable and shall not be used by any other person or entity without the prior written consent of the undersigned. The following are general exceptions and exclusions from this title opinion: Mechanic's liens covering labor performed or materials furnished for any buildings on said property within a period of one hundred twenty (120) days prior to the date of this report. Any inaccuracies and discrepancies, which an accurate survey and inspection of the premises might disclose. Accuracy of surveys and descriptions, boundary lines, or acreage within recorded descriptions and subject to any errors in the records or the indexing thereof as may be revealed in said Clerk's Office. Possession or unrecorded leases. Federal judgments and proceedings filed only in Federal Courts. Any matters, which may defeat or impair title which do not appear on the record. Matters occurring prior to and subsequent to the inclusive dates of this examination. The undersigned expressly excludes giving any opinion that the owners and their

predecessors or collaterals in title are in compliance with any local, county, state or federal governmental law or regulations relative to zoning, subdivision, occupancy, use, construction, development and environmental hazards and restrictions, including but not limited to radiation and hazardous material on this property and all environmental regulations now in effect or hereafter in effect that may affect the use and enjoyment of this property as applied by any governmental body or agency. This title opinion is based on a search of the above records covering a period of time from **February 23, 1962 at 9:35 a.m. until October 17, 2016 at 9:00 a.m.** and this opinion covers that time period only.

APPALACHIAN TITLE COMPANY, INC.

By: Carmen N. Puckett
CARMEN N. PUCKETT

ASSOCIATION DISCLOSURE PACKET NOTICE

Note to prospective purchasers: The lot you are considering purchasing is in a development which is subject to the provisions of the Virginia Property Owners' Association Act. Living in a community association carries with it certain rights, responsibilities and benefits.

Some of the benefits include the right to use common areas, which may include swimming pools, parks, playgrounds and other recreational facilities. In order to finance the operation of the community, each owner is responsible for and obligated to pay regular assessments, and if necessary, special assessments to ensure that the financial requirements are met. Failure to pay any of these assessments may result in a lien being placed on your property.

The use of common areas, financial obligations of lot owners' and other information concerning the rights, responsibilities and benefits resulting from the purchase of a lot in this common interest community are subject to the provisions of governing documents that typically include a declaration, bylaws, articles of incorporation and rules and regulations. These documents play an important role in association living and should be reviewed carefully prior to your purchase.

Some decisions of your association will be made by the board of directors, while others will be made by a vote of all association members, made up of the other lot owners in your development. You will be bound by all decisions of the association and the board of directors. The documents cited above contain information concerning the selection of members of the board of directors, meetings, voting requirements, and other important information you should become familiar with. REMEMBER: Failure to comply with the governing documents of your association can result in legal action being taken against you.

You may wish to become active in your association, either by running for the board of directors or by serving on a committee. Your involvement is important, as you will be bound by all decisions of the association and the board of directors.

The name of your association is:

Groundhog Mountain Property Owners, Inc.

Lot number and address:

#168, 169, & 170 Groundhog Hills Road

Assessments and/or Mandatory Fees you are responsible for:

Assessments: 81.00 per qtr.

Special assessments: None at Present

Other entity or facility: None at Present

Other fees: None at Present

Failure to pay any of the above Assessments and/or mandatory Fees may result in nonjudicial foreclosure on your property or the following:

Lien on Property

ALL DOCUMENTS AND INFORMATION CONTAINED IN THIS DISCLOSURE PACKET PLAY AN IMPORTANT ROLE IN LIVING WITHIN A COMMON INTEREST COMMUNITY AND SHOULD BE REVIEWED CAREFULLY PRIOR TO YOUR PURCHASE OF THE PROPERTY. A LIST OF THOSE DOCUMENTS YOU ARE ENTITLED TO RECEIVE IN ACCORDANCE WITH THE PROPERTY OWNERS' ASSOCIATION ACT IS PRINTED ON THE BACK OF THIS NOTICE.

Recipient Name (print): _____

Recipient signature: _____

Date: _____

The following is a list of documents you are entitled to receive in accordance with the Property Owners' Association Act.

- ◆ the name of your association, and if incorporated, the state of incorporation and the name and address of the registered agent;
- ◆ a statement of any approved expenditures that shall require an additional assessment during the current year or the immediately succeeding fiscal year;
- ◆ a statement of all assessments and other mandatory fees currently imposed by the association;
- ◆ a statement whether there is any other entity or facility to which the lot owner may be liable for fees or charges;
- ◆ the current reserve study report (or a summary thereof), a statement of the status and amount of any reserve or replacement fund and any portion of the fund allocated by the board for a specified project;
- ◆ a copy of the association's current budget (or a summary thereof) and a copy of its statement of income and expenses or financial condition for the last fiscal year available, including a statement of the balance due of any outstanding loans of the association;
- ◆ a statement of the nature and status of any pending suit or unpaid judgment to which the association is a party which either could or would have a material impact on the association or which relates to the lot being purchased;
- ◆ a statement setting forth what insurance coverage is provided for all lot owners by the association, including any fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner;
- ◆ a statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto by the prior lot owner, are not in violation of any of the instruments referred to in this disclosure notice;
- ◆ a statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale;
- ◆ a statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot, including, but not limited to reasonable restrictions as to the size, place and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag;
- ◆ a copy of the current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association;
- ◆ a copy of notice given to the lot owner by the association of any current or pending rule or architectural violation;
- ◆ a copy of any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet;
- ◆ a copy of the fully completed one-page cover sheet developed by the Common Interest Community Board pursuant to § 54.1-2350; and
- ◆ certification; if applicable, that the association has filed with the Common Interest Community Board the annual report required by §55-516.1 of the Code of Virginia; which certification shall indicate the filing number assigned by the Common Interest Community Board and the expiration date of such filing.

GROUNDHOG MOUNTAIN PROPERTY OWNERS, INC.

Mailing Address
2812 Brennen Lane
High Point, NC 27262
336-869-4032

The Groundhog Mountain Property Owners Association is a non-stock Virginia Corporation, whose registered agent is Dwight Compton of Hillsville, Virginia. The principle purpose of this corporation is to provide for maintenance, preservation and control of residential and common area within that certain tract of property described as:

all land shown in plats entitled Groundhog Mountain, Doe Run, Buck Holl'ar, and Groundhog Hills which appear in the office of the circuit court in Patrick County, Virginia and to provide health and welfare for the residents within the above described property.

This property is located in a development that is subject to the Virginia Property Owners Act. This act requires the development's property owners association to provide the sellers, within 14 days of written request and payment of the appropriate fee, with a disclosure packet and the sellers, upon written request by the purchasers, will request from the Association and provide to the purchaser.

Every person or entity who is a record owner in any lot in the Groundhog Mountain Development is a member of the Corporation. This Corporation consists of 151 memberships. Assessments of these members are as following:

All Lot Owners: General Assessments	\$ 45.90
All Lot Owners: Road Assessments	25.10 for road Frontage of 0 - 150' 8.37 for each additional 0 - 50'
All Lot Owners: Community Center	10.00
Water Assessments	145.00 beginning Dec. 22, 2003
Sewer Assessments	140.00 beginning July 1, 2014

Members are assessed for water and sewer only if they are connected to the Development's water or sewer system. Water and sewer is provided by the Groundhog Mtn. Water and Sewer Co., a Public Utility owned solely by the Groundhog Mountain Property Owners Association. Properties located in the Deer Run Villas or the Tennis Chalets will be responsible for additional fees from their Associations.

The affairs of the Corporation are managed by a Board of nine Directors. They are:

James Hurd, - Pres.	5624 Village Way, Roanoke, VA 24018
Jeff Brucker- Vice Pres	302 Buck Holl'ar Rd., Hillsville, VA 24343
Dale Carroll- Sec-Treasurer	304 Frenchman Bluff, Cary, NC 27513
Sandra Moore	40 Cardinal Rd., SW, Roanoke, VA 24014
ED Segraves	70 Groundhog Hills Rd., Hillsville, VA 24343
Frankie Wheeler	8551 Hutson James Road, Summerfield, NC 27358
Gary Stiffler	3617 Benchley Rd., Winston-Salem, NC 27106
Gene Byrd	30 Renwick Ct., Raleigh, NC 27615
Arthur Powell	804 Queensbury Drive, Winston-Salem, N 27127

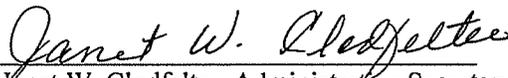
GROUNDHOG MOUNTAIN PROPERTY OWNERS, INC.

Mailing Address
2812 Brennen Lane
High Point, NC 27262
336-869-4032

DATE: Oct. 12, 2016

Robin Black owner of Lots 168, 169, & 170 Groundhog Hills Road at
present owes the Association \$ 81.00 in quarterly assessments, \$.00 in Special Assessments,
and is in violation of none of the Architectural controls or other rules
and regulations.

This property is not subject to fees or charges from another entity or facility.


Janet W. Clodfelter, Administrative Secretary

RESTATED
ARTICLES OF INCORPORATION
OF
GROUNDHOG MTN. PROPERTY OWNERS, INC.

In compliance with the requirements of Chapter 2 of Title 13.1, Code of Virginia (1950), as amended ("State Code"), the undersigned formed a corporation not for profit which was issued a Certificate of Incorporation on December 14, 1976. In compliance with the requirements of the Virginia Nonstock Corporation Act (State Code § 13.1-801, et seq.), the undersigned has this day restated its Articles of Incorporation and does hereby certify:

ARTICLE I

CORPORATE NAME

The name of the corporation is Groundhog Mtn. Property Owners, Inc., hereinafter called the "Corporation." It is formed pursuant to the laws of the Commonwealth of Virginia.

ARTICLE II

REGISTERED OFFICE AND AGENT

The Registered Office of the Association shall be located in the Town of Hillsville, Virginia at the office of Dwight E. Compton, 215-217 North Main Street, Hillsville, Virginia 24343, and the Registered Agent shall be Dwight E. Compton, who is a member of the Virginia State Bar and a resident of the State of Virginia.

ARTICLE III

PURPOSE AND POWERS OF CORPORATION

This Corporation does not contemplate pecuniary gain or profit to its members, officers, or directors. The Corporation is formed for the specific purposes of providing for management,

maintenance, preservation, and control of the residential lots, common areas, and road system, within those certain tracts of real property known as Groundhog Mountain, Doe Run, Buck Hollow and Groundhog Hills ("Subdivisions"), located in Patrick and Carroll Counties, Virginia, described on plats of survey, and recorded in the Clerk's Offices of the Circuit Courts of Patrick and Carroll Counties. The Subdivisions are composed of two hundred forty (240) lots (the "Lots").

It shall be the further purpose of this Corporation to promote the health, safety, and welfare of the Lot owners within the Subdivisions and any additions thereto as may hereafter be brought within the jurisdiction of this Corporation.

For the above-stated purposes, this Corporation shall have the power to:

(a) Enter into and perform any and all contracts necessary for the proper development and maintenance of the real estate described above and enforce any covenants, restrictions, rules, or regulations which may now be in effect or which may hereafter be adopted.

(b) Fix, levy, collect, and enforce payment by any lawful means, of all charges or assessments as determined or adopted from time to time by the Board of Directors or the members pursuant to the terms of the Bylaws of the Corporation.

(c) Pay all administrative and other expenses incident to the lawful conduct of the business of the Corporation, including all licenses, taxes, or governmental charges levied or imposed against any property of the Corporation.

(d) Participate in mergers and consolidations with other nonprofit corporations organized for the same purpose or annex additional residential property and common areas, provided that any such merger, consolidation, or annexation shall have the assent of more than two-thirds (2/3) of all votes eligible to be cast on the subject.

(e) Have and exercise any and all powers, rights, and privileges which a corporation organized under the Virginia Nonstock Corporation Act by law may now or hereafter have or exercise; provided, however, that no part of the Corporation's net revenues may inure to the benefit of its officers, directors, or members, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth above.

ARTICLE IV

MEMBERSHIP

Every person or entity who or which is a record owner of a fee or undivided fee interest in a Lot in the Subdivisions, including contract sellers, shall be a member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No member, regardless of the number of lots in which the member has an ownership interest, shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation.

ARTICLE V

VOTING RIGHTS

All members of the Corporation shall be entitled to one (1) vote for each membership as set forth in Article IV. When more than one (1) person holds an interest in any Lot or Lots all such interested persons shall be members. The vote for such Lot or Lots shall be exercised as they among themselves may determine, but in no event shall more than one (1) vote be cast with respect to each membership regardless of the number of lots owned. In the event a dispute arises among multiple members with an interest in a single Lot or Lots regarding how the vote for that

membership is to be cast, the Board of Directors may, in its reasonable discretion and in order to prevent delay of membership voting, disallow voting rights with respect to such membership until all disputes regarding such voting rights have been resolved. Except as provided in these Articles, eligibility to vote shall be determined by the Bylaws.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of this Corporation shall be managed by a Board of Directors consisting of nine (9) directors. Eight (8) directors shall be elected by the membership in accordance with the Bylaws of the Corporation, and one director shall be the written designee of Doe Run Properties, LLC, who shall serve *ex officio* and who shall have the same rights, powers and duties of the other eight (8) directors. The members of the Corporation may, in accordance with the Bylaws of the Corporation, vote to increase or decrease the number of directors, provided that the Board of Directors shall be composed of no fewer than seven (7) directors and no more than eleven (11) directors. The terms of all directors shall be three years which shall be staggered by dividing the total number of directors into three groups pursuant to § 13.1-678, Code of Virginia, as amended.

ARTICLE VII

LIABILITY AND INDEMNIFICATION OF DIRECTORS AND OFFICERS

(a) Liability. Pursuant to Va. Code § 13.1-870.1(E), no officer or director of the Corporation shall be liable for damages arising out of a single transaction, occurrence, or course of conduct in excess of any compensation received by the director or officer from the Corporation in the twelve months immediately preceding the act or omission for which liability was imposed. An officer or director who serves the Corporation without compensation shall not be liable for damages in any such proceeding.

(b) Indemnification. To the full extent permitted under Article 9, Chapter 10 of Title 13.1 of the Code of Virginia, (1950), as amended, the Corporation shall indemnify any officer or director for any liability accruing to him or her for acts or omissions committed in his or her capacity as officer or director of the Corporation.

ARTICLE VIII

LIABILITIES

The highest amount of indebtedness or liability, direct or contingent, to which this Corporation may be subject at any one time shall not exceed 250% of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of more than two-thirds (2/3) of all votes eligible to be cast on the subject.

ARTICLE IX

ANNEXATION OF ADDITIONAL PROPERTIES

The Corporation may, at any time, annex additional residential Lots and common areas to the properties described in Article III, and so add to its membership under the provisions of Article IV, provided that any such annexation shall be authorized by the assent of more than two-thirds (2/3) of all votes eligible to be cast on the subject. Should any of the subdivisions set out in Article III decide to form their own corporation, owners in any such subdivision shall then cease to be members of this Corporation, provided that more than two-thirds (2/3) of the members in such subdivisions decide to form their own organization.

ARTICLE X

AUTHORITY TO MORTGAGE

Any mortgage by the Corporation of the road system, water system, sanitary sewer system or other common areas described in Article III shall have the assent of more than two-thirds (2/3) of all votes eligible to be cast on the subject.

ARTICLE XI

AUTHORITY TO DEDICATE

The Corporation shall have power to dedicate, lease, sell or transfer all or any part of the road system, water system, sanitary sewer system, or other common areas described in Article III to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. Such dedication, lease, sale or transfer shall be effective upon the assent of more than two-thirds (2/3) of all votes eligible to be cast on the subject.

ARTICLE XII

DISSOLUTION

The Corporation may be dissolved with the assent of more than two-thirds (2/3) of all votes eligible to be cast on the subject. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to a successor association with the same qualifications as this Corporation or to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused, the assets of the Corporation shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes or shall be granted in fee simple as tenants in common to each Lot owner with each Lot being allocated one undivided interest.

ARTICLE XIII

AMENDMENT

A proposed amendment to these Articles shall be adopted upon approval of more than two-thirds (2/3) of all votes eligible to be cast on the subject, by members present or represented by proxy, at the meeting at which such proposed amendment is considered.

IN WITNESS WHEREOF, for the purposes of restating the Articles of Incorporation of this Corporation under the laws of the Commonwealth of Virginia, the undersigned, the President of this Corporation, has executed these restated Articles of Incorporation on this 19th day of October, 2000.

GROUNDHOG MTN. PROPERTY OWNERS, INC.

By: George B. Viele

George B. Viele
President

Wilburn C. Dibling, Jr.
GENTRY LOCKE RAKES & MOORE
P. O. Box 40013
Roanoke, Virginia 24022-0013
(540) 983-9370
(540) 983-9468 (fax)

Counsel for Groundhog Mtn. Property Owners, Inc.

BY-LAWS
OF
GROUNDHOG MTN. PROPERTY OWNERS, INC.

ARTICLE I - NAME AND LOCATION

The name of the corporation shall be GROUNDHOG MTN. PROPERTY OWNERS, INC., hereinafter called the "Corporation." The Registered Office of the Corporation shall be located in the Town of Hillsville, Virginia, at the office of Dwight E. Compton, 215-217 North Main Street, Hillsville, Virginia, but meetings of members and directors may be held at such places as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

Section 1. "Corporation" shall mean and refer to GROUNDHOG MTN. PROPERTY OWNERS, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property known as Groundhog Mountain, Patrick and Carroll County Virginia and such additions thereto as may be brought within the jurisdiction of the Corporation.

Section 3. "Common Area" shall mean all real property owned by the Corporation for the common use and enjoyment of the members of the Corporation.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

For the purpose of road assessments only, a "lot" is further defined as follows: Any Property with road frontage up to 150 feet shall be considered one lot and pay the standard road assessment on a pro rata basis to be set by the Board of Directors with the approval of the members of the Corporation in accordance with Article XIII of these By-Laws. Property with frontage on two sides shall be measured only along the longer side.

Section 5. "Member" shall mean and refer to every person or entity who holds a membership in the Corporation.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Villa, or Chalet within the confines of Groundhog Mountain.

Section 7. "Development Impact Fees" shall mean and refer to an amount of money assessed by the Corporation for the impact of the development of an individual parcel to off set the cost of any additions, alterations, or changes to any existing infrastructure.

Section 8. "Capital Equipment and/or a Capital Improvement shall mean and refer to any cost exceeding \$5,000.

ARTICLE III - MEMBERSHIP

Section 1. Membership. Every person or entity who or which is a record owner of a fee or undivided fee interest in a Lot in the Subdivisions, including contract sellers, shall be a member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No member, regardless of the number of lots in which the member has an ownership interest, shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation.

Section 2. Suspension of Membership Rights.

- (a) During any period in which a member shall be in default in payment of at least one quarter of the annual assessments or beyond the due date set for any special assessment levied by the Corporation, the voting rights and right to use of the recreational facilities, if any, of such member shall be suspended by the Board of Directors until such assessments have been paid.
- (b) Such rights of a member may also be suspended after notice and hearing, for a period not to exceed 60 days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

Section 3. Non-Discrimination. The Association shall welcome members without regard to sex, race, creed, or ethnicity and shall not discriminate in any manner whatsoever on the basis of sex, race, creed or ethnicity.

ARTICLE IV - VOTING RIGHTS

All members of the Corporation shall be entitled to one (1) vote for each membership as set forth in Article III of the By-Laws. When more than one (1) person holds an interest in any Lot or Lots all such

Interest persons shall be members. The vote for such Lot or Lots shall be exercised as they among themselves may determine, but in no event shall more than one (1) vote be cast with respect to each membership. In the event a dispute arises among multiple members with an interest in a Lot or Lots regarding how the vote for that Lot or Lots is to be cast, the Board of Directors may, in its reasonable discretion and in order to prevent delay of membership voting, disallow voting right with respect to such Lot or Lots until all disputes regarding such voting rights have been resolved.

ARTICLE V – PROPERTY RIGHTS; RIGHTS OF ENJOYMENT

Each member shall be entitled to the use and enjoyment of the Common Area and facilities, if any. Any member may delegate his rights of enjoyment of the Common Area and facilities, if any, to the member of his family, his tenants or contract purchases, who reside on the property. Such member shall notify the Executive Secretary in writing of the name of any such delegacy. The rights and privileges of such delegacy are subject to suspension to the same extent as those of the member.

ARTICLE VI – BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number.

(a) The affairs of the Corporation shall be managed by a Board consisting of nine (9) directors. The members of the Corporation may vote to increase or decrease the number of directors, provided that the Board of Directors shall be composed of no fewer than seven (7) directors and no more than eleven (11) directors.

(b) The immediate Past President of the Board shall serve as an adjunct advisor to the Board for a period of one (1) year to insure the continuity of Corporation business. The adjunct advisor shall not be a voting member of the Board unless the immediate past President continues in a term as a regular Board Member for which he retains all rights and obligations.

Section 2. Election. The Corporation members shall elect the directors for a three (3) year term. At each annual meeting in June, the Corporation members may elect directors whose term expires after having served three (3) years, but directors may serve no more than two (2) consecutive three-year terms. After one (1) intervening year, eligibility shall be re-established.

Section 3. Removal. Any director may be removed from the Board, with cause, by a majority vote of the members of the Corporation at any meeting provided a quorum is present. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the rest of the term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Corporation. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VII - MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held three (3) times each year, with said meetings to be held on the third Saturday in the months of April, July, and October unless otherwise ordered by the Board. The place and hour may be fixed by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next Saturday which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Corporation, or upon the written request of not less than three (3) directors of the Corporation. The purpose of the meeting shall be stated in the call. Except in case of emergency, at least three (3) days' notice shall be given.

Section 3. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the verbal or written approval of a majority of the directors. The President or his/her designee shall use due diligence to contact all Board members, to include the maintenance of a log to show the attempts to contact all Board Members, and the subsequent results. Any action so approved shall have the same effect as though taken at a meeting of the directors. Any action taken by a Board majority in lieu of a meeting will be presented only for recording purposes into the minutes of the next scheduled meeting.

Section 4. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the entire Board.

ARTICLE VIII – NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Corporation. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among members in good standing of the Corporation. The President may not serve on the nominating committee.

ARTICLE IX – POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power:

- (a) to adopt and publish rules and regulations governing the use of the Common Area and facilities, if any, and the personal conduct of the members and their guests within the Groundhog Mountain development, and to establish penalties for the infraction thereof;
- (b) to exercise for the Corporation all powers, duties and authority vested in or delegated to this Corporation not reserved to the membership by other provisions of these By-Laws or the Restated Articles of Incorporation.
- (c) to declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent, without just cause as determined by the Board of Directors, from three (3) consecutive regular meetings of the Board of Directors;
- (d) to employ a manager, an independent contractor, or such other employees as they deem necessary; and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors:

- (a) to cause to be kept a complete record of all its acts and corporate affairs and to present an annual financial statement thereof to the members at the annual meeting in June of the

members and at any special meeting when such a statement is requested in writing by twenty-five percent (25%) of the members at no less than two (2) weeks prior to the special meeting.

- (b) to supervise all officers, agents and employees of this Corporation, and to see that their duties are properly performed;
- (c) as more fully provided herein; the Declaration of Protective Covenants; and the Tariff for Rates, Rules and Regulations;
- (1) to fix the amount of the annual assessment against owner at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XIII,
AND
- (2) to send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (d) to issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.
- (e) to procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Corporation.
- (f) to cause all officers or employees having fiscal responsibilities to be bonded, as if may deem appropriate.
- (g) to cause the Common Area to be maintained;
- (h) to insure the providing of water and sewerage service through a separate utilities corporation to residential subdivision known as Groundhog Mountain, Doe Run, Buck Hollow and Groundhog Hills, the utilities corporation will set annual assessments or water and sewer rates in accordance with the TARIFF RATES, RULES AND REGULATIONS and to operate its water and sewer facilities in compliance with all applicable Federal, State and Local laws and

ordinance and all applicable regulations of Federal, State and local Agencies; including the State Corporation Commission, the State Department of Health and the State Department of Environmental Quality.

- (i) to cause the exterior of the dwellings of all Corporation owners to be maintained in good repair and to cause lots of Corporation owners to be kept in acceptable conditions such as the Board may determine in its discretion is in accordance with that of the immediate neighborhood.
- (j) to promote the health, safety, and welfare of the Lot owners within the Subdivisions and any additions thereto as may hereafter be brought within the jurisdiction of this Corporation.
- (k) to have the Finance Committee's financial report prepared in sufficient time for the audit to be completed before the report is made at the annual June meeting of the homeowners.

ARTICLE X - COMMITTEES

Section 1. The Board of Directors shall appoint a Nominating Committee as provided in Article VIII, Section 1. In addition, the President with the consent of the Board shall appoint other committees as deemed appropriate in carrying out its purpose. Committees may include non-board members but each committee shall be chaired by a Board member. The President shall be ex officio a member of all committees except the Nominating Committee.

- (a) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and shall perform such other functions as the Board, in its discretion, determines.
- (b) A Finance Committee composed of the Treasurer, one (1) other Board member, and the Executive Secretary of the Corporation shall be appointed by the President promptly after each annual meeting. It shall be the duty of this Committee to prepare a budget for the next fiscal year and following the approval of the Board, to submit it for review and approval to the members of the Corporation at its regular meeting in September of each year.

- (c) An Audit Committee which shall supervise the annual audit of the Corporation's books and present its findings to the membership at its regular annual meeting. The Treasurer shall be an ex officio member of the Committee. The membership shall adopt the Audit Committee report for the period covered by the report.
- (d) An Architectural Committee consisting of (3) Board members who, pursuant to guidelines established by the Board, shall review and approve all improvements and/or changes to properties within the development. The Committee Chairman will maintain a log to reflect any and all reviews and decisions made by the Committee, and report to the Board of Directors at the next Board meeting subsequent to the decision. Any decision by the Committee will be subject to appeal and review by the full Board of Directors.
- (e) A Long-Range Planning Committee shall develop corporate goals and objectives, plan programs or services to accomplish those objectives, and present said plan at September meeting. The President, Vice-President, and Treasurer shall be this committee.

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving the Corporation's functions, duties, and activities within its field of responsibility as it deems appropriate or refer them to such other committee, director or officer of the Corporation as is further concerned with the matter presented.

ARTICLE XI – MEETING OF MEMBERS

Section 1. Annual and Other Meetings. The annual meeting of the Corporation shall be held on the third Saturday of June each year. A regular meeting of the membership will be held on the third Saturday in September.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of twenty (20%) of the members of the entire membership who are entitled to vote. All special meetings may consider only an item or items specified in the call. Notice of the time, place, and exact purpose of the meeting must be mailed to all members not less than fourteen (14) calendar days in advance of the meeting.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fourteen (14) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Corporation, or supplied by such member to the Corporation for the purpose of notice. Such notice shall specify the place, day and hour of the meeting.

Section 4. Quorum. The presence of fifteen percent (15%) of all members entitled to vote at any membership meeting, shall constitute a quorum for any action except as otherwise provided in the Restated Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. Corporation members who are unable to attend any meeting of members may vote by proxy provided the vote is on a specific issue which has been announced prior to the meeting. Proxy voting in the blind will not be accepted. All proxies shall be in writing and signed by the voting member and filed with the Secretary at the beginning of each meeting.

ARTICLE XII – OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Corporation shall be a President, and a Vice-President, who shall at all times be members of the Board of Directors, and a Treasurer.

Section 2. Election of Officers. The election of officers shall take place at the next regular Board meeting following the homeowners' June annual meeting.

Section 3. Term. The officers of this Corporation shall be elected annually by the Board and each shall hold office for one (1) year or until his successor is elected unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. An officer may serve no more than three (3) consecutive one-year terms. After one (1) intervening year, eligibility shall be re-established.

Section 4. Special Appointments. The Board shall appoint an EXECUTIVE SECRETARY who shall hold the position of administrative officer and general manager of the Corporation. The Executive Secretary shall be employed by the Board under an annual contract. The Board may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with cause by the Board. Any officer may resign at any time by giving written notice to the board, the President, or the Executive Secretary. Such resignations shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the office he replaces.

Section 7. Duties. The duties of the offices are as follows:

- (a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign with the Executive Secretary all promissory notes; shall appoint, and is ex officio a member of all committees (except the nominating committee) as provided in the By-Laws; and has such administrative or executive duties as provide in the By-Laws.
- (b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board. The Vice-President is an ex officio member of the Audit Committee.

- (c) Treasurer. The Treasurer shall serve as the chair person of the Finance Committee which shall prepare an annual statement of income and expenditures to be presented to the membership at its June annual meeting. The Treasurer shall be an ex officio member of the Audit Committee.
- (d) Executive Secretary. The Executive Secretary is the recording officer of the Corporation and the custodian of its records, except those specifically assigned to others, such as the treasurer's books. The Executive Secretary is responsible to the Board but will normally receive orders only from the President. The Executive Secretary shall also have the following duties:
- (1) to keep a record of all the proceedings or minutes of the Corporation.
 - (2) to keep on file all committee reports.
 - (3) to keep the Corporations official membership roll and to call the roll where it is required.
 - (4) to make the minutes and records available to members in good standing upon request.
 - (5) to notify officers and committee members of their election or appointment, to furnish committee with whatever documents are required for the performance of their duties, and to have on hand at each meeting a list of all existing committee and their members.
 - (6) to sign all certified copies of acts of the Corporation,
 - (7) to maintain record book in which the By-Laws, special rules of order, standing rules, and minutes are entered, with any amendments to those documents properly recorded, and to have the current record book(s) on hand at every meeting.
 - (8) to send out to the membership a notice of each meeting, known as the call of the meeting, and to conduct the general correspondence of the Corporation unless the correspondence is a proper function of other officers or committees.

- (9) to prepare, with the advice of the President, prior to each meeting an order of business, showing in their exact order, under the correct headings, all matters known in advance that are due to be considered, and if applicable, the times for which they are set.
-
- (10) to bill members for their dues and to receive payment of them; to deposit monies collected in a bank approved by the Board; to suspend, at the direction of the Board, the voting membership rights of members who, are in default of at least one quarter of the annual assessments or beyond the due date set for any special assessments; and to pay all invoices submitted to the Corporation on or before the final date of the net period.
- (11) to insure that all computerized records of the Corporation are maintained with a backup record system.
- (12) to provide each January 15, and June 15, a list to the President of all members who are in default of one quarter or more in annual assessments, or beyond the due date set for any special assessments.

ARTICLE XIII – ASSESSMENTS

Section 1. Assessments. Each member is deemed to covenant and agrees to pay to the Corporation: (1) quarterly assessments; (2) special assessments for capital improvements; and (3) a pro rata share of any ad valorem taxes which may be levied against the common area by any governmental taxing authority. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Corporation shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties' services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes, villas, and chalets situated upon the Properties.

Section 3. Basis of Annual Assessments. Each year at the September meeting, as part of the annual budget process, the Board of Directors shall present an annual assessment rate to the members for their approval. The annual assessment rate shall consist of the separate components: General and Roads. All members will pay the General and Roads fees.

- (a) The annual assessment for General and Roads respective budgets may be increased retroactively, effective January 1 of each year, without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding twelve (12) months.
- (b) The annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members provided that any such change shall have the assent of fifty-one (51%) of the votes of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 4. Special Assessments for Capital Equipment and Capital Improvements. The Corporation may levy in any budget year a special assessment applied to that year only for the purpose of acquiring Capital Equipment or defraying in whole or in part, the cost of any construction or reconstruction of a described Capital Improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one (51%) of the votes of all members who are voting in person or by proxy at a meeting fully called for this purpose, written notice of which shall be sent to

all members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The Board may in its discretion in adopting a budget for the coming year use existing monies in the Corporation's fund balance to acquire such Capital Equipment or make desired Capital Improvements consistent with their responsibilities as Board members in carrying out the provisions of the By-Laws, the Restated Articles of Incorporation, and the Declaration of Protective Covenants and Restrictions.

Section 5. Uniform Rate. Both annual and special assessments must be fixed at a uniform rate for all owners and may be collected on a quarterly basis.

Section 6. Written Notice. Written notice of the annual assessment shall be sent to every owner subject thereto within thirty (30) days after the September meeting. The due dates shall be established by the Board of Directors. The Corporation shall upon demand at any time furnish a certificate in writing, signed by an officer of the Corporation, setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessments; Remedies of the Corporation. Any assessments which are not paid when due shall be declared delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the published prime rate as published in the Wall Street Journal plus 1.5 percent per annum. The Corporation may bring any action at law against the owner personally obligated to pay the same, and interest, costs, and reasonable attorney's fees of such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his property at Groundhog Mountain.

Section 8. Exempt Property. The following property shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority, and (b) the Common Area, and (c) other properties owned by the Association.

ARTICLE XIV - BOOKS AND RECORDS

The books, records, and papers of the corporation shall at all times, during reasonable business hours, be subject to inspection by any member. The Restated Articles of Incorporation and the By-Laws of the Corporation shall be available for inspection by any member at the principle office of the Corporation, where copies may be purchased at a reasonable cost.

ARTICLE XV - CORPORATE SEAL

The Corporation shall have a seal in circular form having within its circumference the words: GROUNDHOG MTN. PROPERTY OWNERS, INC. PATRICK COUNTY, VIRGINIA.

ARTICLE XVI - VIRGINIA PROPERTY OWNERS' ASSOCIATION ACT

The Corporation is subject to the Virginia Property Owners' Association Act.

ARTICLE XVII - PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Corporation in all cases to which they are applicable and in which they are not inconsistent with these By-Laws and any special rules of order the Corporation may adopt.

ARTICLE XVIII - AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a two-thirds vote, provided that the amendment has been submitted in writing at the previous meeting.

Section 2. In the case of any conflict between the Restated Articles of Incorporation and these By-Laws, the Restated Articles shall control.

ARTICLE XIX - CHARITABLE STATUS, LIMITATIONS

Section 1. Distribution of Net Earnings Limitations. No part of the net earnings of the association shall inure to the benefit of nor be distributable to its members, officers, directors, or to other private entities, except that the association shall be authorized and empowered to pay reasonable compensation for services rendered and to make distributions in furtherance of the Association purposes.

Section 2. Limits On Political Activity. No substantial part of the activities of the Association shall be the conduct of propaganda, or other attempts to influence state or federal legislation, and the association shall not participate in, or intervene in (including the publishing or distribution of statements) any political activity on behalf of any candidate for public office.

Section 3. General Limitations. Notwithstanding any other provision hereof, the Association shall not conduct any activities prohibited to a corporation exempt from Federal income tax pursuant to the United States Internal Revenue Code of 1954, or any corresponding or successive sections later enacted, or changed.

ARTICLE XX - DISSOLUTION

The Corporation may be dissolved with the assent of more than two-thirds (2/3) of all votes eligible to be cast on the subject. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to a successor association with the same qualifications as this Corporation or to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event of dissolution only of the water and sewer utility assets of the Company, each water and sewer customer, including former water and sewer customers, shall receive his proportionate share, based upon patronage of the Company's utility property and assets, after paying or providing for the payment of all debts of the utility.

ARTICLE XXI - MISCELLANEOUS

The fiscal year of the corporation shall begin on the first day of January and end on the 31st day of December every year.



Groundhog Mountain
CORPORATION

"More Than a Resort... It's a Way of Life"

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
GROUNDHOG MOUNTAIN PROPERTY OWNERS

(Recorded in Patrick and Carroll Counties, Virginia)

In order to promote the orderly growth of our Groundhog Mountain community pursuant to and in accordance with Groundhog Mountain Corporation's high quality plan of general development, the following covenants and restrictions will be incorporated into all deeds to Groundhog Mountain lots and will be binding upon all future owners.

1. PREAMBLE: Residential subdivisions of Groundhog Mountain, including additions thereto or extensions thereof of lands similarly held and situated (hereafter collectively called Subdivision), are being developed by Groundhog Mountain Corporation (hereafter called GMC). The Olde Mill Subdivision is being developed in conjunction with the Olde Mill Golf and Country Club (hereafter called Club). It is contemplated that a majority of the lots in the Olde Mill Subdivision will be owned by members of the Club. The protective covenants hereafter set forth are reserved in view of the mutual and parallel interests of all parties and the desire of each to develop a private, exclusive, and harmonious community of people and homes. The real property included in the Subdivision, as now constituted and as will be from time to time enlarged, is hereby made subject to the protective covenants and restrictions declared for the purpose of insuring the best use and the most appropriate development and improvement of each building site in the Subdivision; to protect the Club and the owners of the building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets and property lines, and adequate free spaces between structures and, in general, to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the value of investments made by purchasers of building sites thereon. Provided, however, that everything herein is subject to GMC's general development plan and nothing herein shall be construed to limit the right and prerogative of GMC, its successors or assigns, to construct, maintain, and/or sell condominiums, townhouses, country studios, villas, and similar high-density abodes of any dimensions; nor shall anything herein be construed to limit the right and prerogative of GMC, its successors or assigns, to alter its general development plan for commercial, recreational and/or other high quality residential purposes. Unless the contrary is designated, any provision herein shall be enforceable by and against the named parties, their agents, heirs, administrators, executors, successors and/or assigns. Invalidity of any of the covenants or restrictions or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

2. RESIDENTIAL USE OF LAND: The land included in Subdivision shall be used for private residential purposes only, except where specifically designated to the contrary by GMC, and no building of any kind whatsoever shall be erected or maintained on the land so reserved solely for private residential purposes except (a) private dwelling houses,

each dwelling house being designed for occupation by a single family; (b) private garages for the sole use of the respective owners or occupants of the building lots upon which such garages are erected, which may contain living quarters for one or more employees of such owners; (c) buildings for the storage of noncommercial vehicles, equipment and tools used in the maintenance of the building lot upon which erected, private greenhouses, spring or pump houses, garden shelters and bathhouses accessory to swimming pools, and (d) a building or buildings to shelter domestic dogs, cats and comparable sized pets kept for the pleasure of the occupants of the land. Not more than one residence shall be erected or maintained upon any one lot. A lot as defined herein shall mean any single numbered lot shown and designated on the recorded plat of the Subdivision as may from time to time be lawfully amended and/or enlarged. The main dwelling must be constructed before the erection of any secondary building and no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. The lay of the lots as shown on the recorded plat shall be adhered to, and no lot or group of lots may be resubdivided so as to produce a greater number of smaller lots. However, more than one lot may be used for the erection or placement of a residential structure provided the location of such structure and its external materials are approved by the Architectural Committee in writing hereinafter referred to, its agents, successors or assigns. No additional streets, roadways, driveways, either public or private, shall be opened through any lot to serve adjoining property without express written approval of GMC. No duplex house or multifamily residences or apartments shall be permitted; constructed or used by individual lot owners except as may be constructed by GMC or as part of GMC's general development plan.

3. APPROVAL OF PLANS AND CONSTRUCTION: GMC reserves the right to coordinate and approve all construction on the premises. Residences must be of permanent, quality construction and must be completed within one year from the date of beginning construction. Prior to the commencement at any time of any construction, plans, including site planning and landscaping, shall be submitted to GMC for consultation, coordination and approval. The approval will be manifest by a building permit to be issued by GMC and prominently displayed during the period of construction. GMC shall establish and maintain an Architectural Committee, the size, composition and membership thereof to be in the sole discretion of GMC. No building, boundary fence or wall, screen planting, or other structure shall be commenced, erected, placed or altered on said land until the plans and specifications showing the nature, kind, shape, dimensions, materials, exterior color scheme and location of such structure shall have been submitted to and approved in writing by the GMC Architectural Committee. GMC agrees to approve or disapprove any proposed plans, specifications, or locations within thirty (30) days after the same have been received and acknowledged. Said committee shall have the right to disapprove any such plans, specifications, or locations which, in their opinion, are not suitable or desirable for aesthetic or other reasons. In so passing upon such plans, the Committee may, among other things, consider the following: (a) the conformity and harmony of external design and external materials with existing

structures in the area and as to location with respect to topography, lakes, golf course and finished ground elevation; (b) the effect of the proposed structure on the outlook from the adjacent or neighboring properties; (c) the Committee generally considers that residential structures should have an area of one thousand (1,000) to fifteen hundred (1,500) square feet, exclusive of porches and garage. However, the Committee reserves the right to make exceptions depending on the particular circumstances of design and location.

4. **PROHIBITION AGAINST COMMERCIAL USE:** With the exception of the activities of GMC or its authorized representatives or agents, no trade or business of any kind or character nor the active practice of any profession, nor any building or structure intended for any such purpose, shall be permitted. No trade materials or inventories may be stored upon the premises. No large trucks, tractors or commercial equipment may be stored or regularly parked on the premises. No billboards, signs (including for sale signs not approved by GMC or their authorized representatives), poles or towers shall be permitted. Minor agricultural pursuits incidental to residential use of the land may be permitted provided that such pursuits may not include the raising of crops intended for marketing or sale to others. Nothing herein shall be construed to limit private research, study, literary endeavors or similar pursuits, but to the contrary the prohibitions hereof are to protect landowners from annoyance of active commercial activity.

5. **PROHIBITION AGAINST NUISANCES AND COVENANTS OF COOPERATION:** No nuisance shall be permitted or maintained nor shall any noxious or offensive activity be carried on nor shall anything be done which may be or become an annoyance to the neighborhood. Property owners covenant and agree to cooperate in seeking the betterment of the scenic value of the Subdivision, including cooperation in the removal and/or trimming of trees and growth pertinent to the views of adjacent or neighboring property owners. Any and all landscaping and cutting of trees, shrubs, and other natural growth in excess of three (3) inches in diameter must be approved by GMC. No animals or poultry of any kind, other than domestic dogs, cats and comparable sized pets, shall be kept or maintained on the premises without the express approval of GMC and any association of the Subdivision property owners as may be lawfully in existence. Each owner shall provide adequate offstreet parking for vehicles owned by such owners. Except on special occasions or in designated area, owners agree not to allow the parking of vehicles on the Subdivision streets. All owners and occupants of any lot in the Subdivision shall extend to any and all golfers lawfully using the Olde Mill Golf Course or other courses as may be built in the future the courtesy of allowing such golfers to retrieve any and all errant golf balls which have taken refuge on any lot in the Subdivision, provided such golf balls may be recovered without damaging any flowers, shrubbery or the property in general of the owner of any such lot.

6. **UTILITY AND SERVICE EASEMENTS:** GMC reserves for itself, its successors and assigns, a permanent easement over, on, and through the premises as may be reasonably necessary for the installation, maintenance, and servicing of all utility systems, including, but not limited to, water, sewerage, telephone and power. Nothing shall be done to any lot that interferes with the natural drainage of surface water to the injury or interference with the rights of adjacent property owners.

7. **PROPERTY OWNERS ASSOCIATION:** By accepting a deed to land within the Subdivision, an owner accepts membership in the GMC Property Owners Association and, along with attendant benefits, owner covenants and agrees to the reasonable provisions and regulations thereof as may from time to time be established including sharing in nominal beautification and improvement fees. It is understood that Property Owners Association as used herein shall include any similar such association as may be hereafter established for the Subdivision or any section or part or extension thereof.

8. **RIGHTS OF RESALE:** In order to achieve a harmonious and compatible community and to enhance the environment

and property values thereof, GMC, its authorized agents, successors and assigns, reserves the right to repurchase any lot proposed to be sold to a third party at the price for which the owner is willing to sell to said third party. Further, except in the case of a private sale by an owner, GMC, its authorized agents, successors and assigns, reserves the exclusive right to coordinate, market and/or resell any property subject to these restrictions so long as such representation is in keeping with commissions and standards from time to time in effect by the Virginia Association of Realtors and National Association of Real Estate Boards. In each and every event GMC, or its authorized agents, specifically reserves the right to approve the nature and placement, on or off premises, of any sign or advertisement offering the premises for sale. Nothing contained herein shall be construed to require the approval of GMC, or any other party, for the mortgaging of premises subject to these restrictions. The sale under any mortgage foreclosure shall not be affected hereby, except that the purchaser at foreclosure sale, and the heirs and devisees of the owners, after acquiring title by foreclosure, devise or under the interstate laws and all their successors in title shall be bound by the provisions hereof as any other owner.

9. **RIGHTS OF ENFORCEMENT:** The provisions herein contained shall inure to the benefit of and be enforceable by (a) GMC, its successors or assigns; (b) the grantees in deeds conveying land in said Subdivision, their respective heirs, executors, administrators or assigns; (c) any subsequent owner of any land in said Subdivision; (d) the GMC Architectural Committee, or its duly authorized representative; (e) the GMC Property Owners Association; and the failure of any of the above enumerated parties, persons or corporations to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same breach or as to any breach prior or subsequent thereto. If anyone owning land subject to these restrictions, their heirs, successors or assigns, shall violate or attempt to violate any of the covenants, conditions, restrictions, agreements, reservations or easements herein provided, it shall be lawful for any of the parties hereinabove mentioned in 9(a), (b), (c), (d) and (e) to prosecute any proceedings at law or in equity against the person violating or attempting to violate and to prevent said person from so doing or to recover damages or other dues therefrom so long as the party prosecuting shall have been directly affected by or subject to the provision violated.

10. **RIGHT TO ASSIGN:** Any or all of the rights, powers, duties and obligations which, in this instrument, are assumed by, reserved or given to GMC, its successors or assigns, or the said Architectural Committee, may be assigned or transferred to any one or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purposes of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by GMC or the said Architectural Committee. In the event of such assignment or transfer, the assignor or transferor shall thereupon be released from the rights, powers, duties and obligations of this instrument.

11. **RIGHT TO TERMINATE OR AMEND:** These restrictions shall be taken to be real covenants running with the land and shall be binding upon all parties, persons and corporations owning land in the Subdivision and their heirs, executors, administrators, successors and assigns, until January 1, 1987, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years. Provided, however, that said provisions may at any time be modified, changed, amended or terminated, in whole or in part, by an appropriate instrument in writing, duly recorded, which instrument shall have the approval of (a) GMC, and (b) a majority of the then recorded owners of lots in the Subdivision.

M

1989 RECONVENED SESSION REENROLLED
VIRGINIA ACTS OF ASSEMBLY - CHAPTER 679

An Act to amend the Code of Virginia by adding in Title 55 a chapter numbered 26, consisting of sections numbered 55-508 through 55-516, establishing a Property Owners' Association Act.

INTO EFFECT 12/14/1 at 1989
DWIGHT COOPERATION (IN SEPT 89 MEETING)

[H 854]

Approved APR 5 1989

Be it enacted by the General Assembly of Virginia:
1. That the Code of Virginia is amended by adding in Title 55 a chapter numbered 26, consisting of sections numbered 55-508 through 55-516, as follows:

CHAPTER 26.

PROPERTY OWNERS' ASSOCIATION ACT.

§ 55-508. *Applicability.*—This chapter shall not apply to developments subject to a declaration initially recorded on or before January 1, 1960, or to property owners' associations incorporated or otherwise organized on or before such date or to any nonstock for-profit corporation formed on or before January 1985, which engages in commercial and recreational enterprises. This chapter shall not apply retroactively, but shall apply prospectively to all property owners' associations in existence on the effective date of this chapter or created subsequent thereto. This chapter shall not be construed to affect the validity of any provision of any declaration recorded prior to July 1, 1989. Sections 55-511 and 55-512 shall not apply to contracts in existence before July 1, 1989.

This chapter shall not apply to associations formed pursuant to the Condominium Act (§ 55-79.39 et seq.), the Virginia Real Estate Cooperative Act (§ 55-424 et seq.), the Virginia Real Estate Time-Share Act (§ 55-360 et seq.) or the Virginia Membership Camping Act (§ 59.1-311 et seq.).

The granting of rights in this Act shall not be construed to imply that such rights did not exist with respect to any association created in this Commonwealth before the effective date of this Act and no such implication is intended.

§ 55-509. *Definitions.*—As used in this chapter, unless the context requires a different meaning:

"Act" means the Property Owners' Association Act.

"Association" means the property owners' association.

"Board of directors" means the executive body of a property owners' association, or a committee which is exercising the power of the executive body by resolution or bylaw.

"Common area" means property within a development which is owned, leased or required by the declaration to be maintained by a property owners' association for the use of its members.

"Declaration" means any instrument, however denominated, recorded among the land records of the county or city in which the development or any part thereof is located, that either imposes on the association maintenance or operational responsibilities for the common area and creates the authority in the association to impose on lots, or on the owners or occupants of such lots, or on any other entity any mandatory payment of money in connection with the provision of maintenance or services, or both, for the benefit of some or all of the lots, the owners or occupants of the lots, or the common area. "Declaration" includes any amendment or supplement to the instruments described in this paragraph. "Declaration" shall not include a declaration of a condominium, real estate cooperative, time-share project or campground.

"Development" means real property located within this Commonwealth subject to a declaration which contains both lots, at least some of which are residential or are occupied for recreational purposes, and common areas. "Development" does not include a cooperative housing corporation, condominium, time-share project as defined in the Virginia Real Estate Time-Share Act (§ 55-360 et seq.) or a campground as defined in the Virginia Membership Camping Act (§ 59.1-311 et seq.).

"Lot" means (i) any plot or parcel of land designated for separate ownership and occupancy shown on a recorded subdivision plat for a development, other than a common area, (ii) a unit in a condominium association or a unit in a real estate cooperative if the condominium or cooperative is a part of a development, and (iii) any other physical portion of the development designated for separate ownership or occupancy.

"Property owners' association" or "association" means an incorporated or unincorporated entity that is referred to in the declaration. A property owners' association

shall not include the association formed pursuant to the Condominium Act (§ 55-79.39 et seq.), the Virginia Real Estate Cooperative Act (§ 55-424 et seq.), the Virginia Real Estate Time-Share Act (§ 55-360 et seq.) or the Virginia Membership Camping Act (§ 59.1-311 et seq.).

§ 55-510. Access to association records.—A. The association shall keep detailed records of its operation and administration including income received and expenses incurred.

B. Subject to the provisions of subsection C of this section, all books and records kept by or on behalf of the association shall be available for examination and copying by a member in good standing or his authorized agent, to protect his interest. This right of examination shall exist without reference to the duration of membership and may be exercised only during reasonable business hours or at a mutually convenient time and location and upon five days' written notice.

C. Books and records kept by or on behalf of an association may be withheld from inspection to the extent that they concern:

1. Personnel records;
2. An individual's medical records;
3. Records relating to business transactions that are currently in negotiation;
4. Privileged communications with legal counsel; or
5. Complaints against an individual member of the association.

D. The association may impose and collect a charge, reflecting the actual costs of materials and labor, prior to providing copies of any books and records to a member in good standing under this section.

§ 55-511. Disclosure statement.—A. The seller shall insert or cause to be inserted in a contract for sale or resale of his lot, in bold print or underlined, language to the effect that (i) the lot is located within a development which is subject to the Virginia Property Owners' Association Act, and (ii) the Act requires the development's property owners' association to provide the seller, within fourteen days of a written request and payment of the appropriate fee, with a disclosure packet which the seller, upon written request by the purchaser, will request from the association and upon receipt thereof provide to a purchaser.

B. The failure to cause the disclosure required by subsection A to be inserted in the contract for sale or resale shall be grounds for the avoidance of the contract by the purchaser. Except for knowing or willful misrepresentation, the purchaser's sole remedy against a seller or licensed real estate broker or sales person or attorney for failure to cause the disclosure required by subsection A to be inserted in the contract for sale or resale shall be avoidance of the contract.

§ 55-512. Association disclosure packet.—A. The association shall provide to the seller of a lot within fourteen days of the actual receipt of a written request therefor and receipt of the appropriate fee, a disclosure packet which contains the following:

1. The name of the association and, if incorporated, the state in which the association is incorporated and the name and address of its registered agent in Virginia;
2. A copy of the current declaration and the association's articles of incorporation and bylaws and any rules and regulations, or architectural guidelines promulgated by the association;
3. A copy of the association's current budget or a summary thereof, and a copy of its statement of income and expenses or statement of its financial condition for the last fiscal year for which such statement is available;
4. A statement, including the amount of all assessments and any other mandatory fees or charges currently imposed by the association applicable to the lot being purchased and to the right of use of common areas, and the status of the account;
5. A statement whether there is any other entity or facility to which the lot owner may be liable for fees or other charges;
6. A statement of any capital expenditure anticipated by the association within the current year and, where available, the two succeeding fiscal years;
7. A statement or a summary of the status and amount of any reserve or replacement fund and any portion of the fund allocated by the board of directors for a specified project;
8. A statement of the nature of any pending suit or unpaid judgment to which the association is a party which either could or would have a material impact on the association or its members or which relates to the lot being purchased;
9. A statement setting forth all insurance coverage, including any fidelity bond, maintained by the association; and
10. A statement as to whether any notice has been given to the seller that any

improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto, are in violation of any of the instruments referred to in subdivision 2 of this subsection.

The disclosure packet, once received by the seller from the association, shall be delivered by the seller to the purchaser upon the written request of the purchaser. The association shall have no obligation to deliver the disclosure packet to the purchaser of the lot. The disclosure packet required by this section, shall not, in and of itself, be deemed a security within the meaning of § 13.1-501 of the Code of Virginia.

B. The association may charge a fee for the preparation and issuance of the disclosure packet required by this section. The fee shall reflect the actual cost of the preparation of the packet, but shall not exceed \$100.

C. When a disclosure packet has been issued as required by this section, the association shall, as to the purchaser, be bound by the statements set forth therein as to the status of the assessment account and the status of the lot with respect to any violation of any of the instruments referred to in subdivision 2 of subsection A of this section as of the date of the statement unless the purchaser had actual knowledge that the contents of the disclosure packet were in error.

D. If the association has been requested to furnish the disclosure packet required by this section and has been paid the appropriate fee, its failure to provide the disclosure packet in substantially the form provided herein within fourteen days from the actual receipt of the request by an officer, director or agent of the association shall be deemed a waiver of any claim for delinquent assessments or of any violation of the declaration, bylaws, rules and regulations, or architectural guidelines existing as of the date of the request with respect to the subject lot. The association shall be liable to the seller in an amount equal to the actual damages sustained by the seller in an amount not to exceed \$500. The purchaser shall nevertheless be obligated to abide by the declaration, bylaws, rules and regulations, and architectural guidelines of the association as to all matters arising after the date of the settlement of the sale.

E. The disclosure packet need not be prepared or delivered in the case of:

1. A gratuitous disposition of a lot;
2. A disposition of a lot pursuant to court order if the court so directs;
3. A disposition of a lot by foreclosure or deed in lieu of foreclosure; or
4. A disposition of a lot in a development where all the lots are restricted to nonresidential use.

F. In any transaction in which a disclosure packet is required and a trustee acts as the seller in the sale or resale of a lot, the trustee shall obtain the disclosure packet from the association and provide the packet to the purchaser if so requested by the purchaser.

§ 55-513. Adoption and enforcement of rules.—A. The board of directors of the association shall have the power to establish, adopt, and enforce rules and regulations with respect to use of the common areas and with respect to such other areas of responsibility assigned to the association by the declaration, except where expressly reserved by the declaration to the members. Rules and regulations may be adopted by resolution and shall be reasonably published or distributed throughout the development. The members of the association may, by a majority of the members present in person or by proxy, at a meeting convened in accordance with the provisions of the association's declaration and called for that purpose, repeal or amend any rule or regulation adopted by the board of directors. Rules and regulations may be enforced by any method normally available to the owner of private property in Virginia, including, but not limited to, application for injunctive relief or damages, during which the court may award to the association court costs and reasonable attorneys' fees.

B. The board of directors of the association shall also have the power, except where expressly prohibited by the declaration, to seek injunctive relief from the circuit court in the county where the association's land is located against any member for any violation of the declaration or rules and regulations for which the member or his family members, tenants, guests or other invitees are responsible. Before such injunctive relief is sought, the member shall be given an opportunity to be heard and to be represented by counsel before the board of directors or other tribunal specified in the documents. Notice of a hearing shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record with the association at least fourteen days prior to the hearing. The board of directors may ask the court for the costs associated with their action to enforce this section.

§ 55-514. Authority to levy special assessments.—A. In addition to all other assessments which are authorized in the declaration, the board of directors of an association shall

have the power to levy a periodic special assessment against its members if the purpose in so doing is found by such board to be in the best interests of the association and the proceeds of such assessment are used primarily for the maintenance and upkeep, including capital expenditures, of the common area. Any such special assessment may be rescinded by majority vote of the members attending a meeting of the membership convened in accordance with the provisions of the association's declaration within sixty days of receipt of the notice of such assessment.

B. The failure of a member to pay the special assessment allowed by subsection A shall entitle the association to the lien provided by § 55-516 as well as any other rights afforded a creditor under law.

C. The failure of a member to pay the special assessment allowed by subsection A will provide the association with the right to deny such member access to any or all of the common areas. Notwithstanding the immediately preceding sentence, direct access to such member's lot over any road within the development which is a common area shall not be denied said member.

§ 55-515. Compliance with declaration.—Every lot owner, and all those entitled to occupy a lot shall comply with all lawful provisions of this chapter and all provisions of the declaration. Any lack of such compliance shall be grounds for an action or suit to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the association, or by its executive organ or any managing agent on behalf of such association, or in any proper case, by one or more aggrieved lot owners on their own behalf or as a class action. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs expended in the matter.

§ 55-516. Lien for assessments.—A. Once perfected, the association shall have a lien on every lot for unpaid assessments levied against that lot in accordance with the provisions of this chapter and all lawful provisions of the declaration. The lien, once perfected, shall be prior to all other subsequent liens and encumbrances except (i) real estate tax liens on that lot, (ii) liens and encumbrances recorded prior to the recordation of the declaration, and (iii) sums unpaid on and owing under any mortgage or deed of trust recorded prior to the perfection of said lien. The provisions of this subsection shall not affect the priority of mechanics' and materialmen's liens. Notice of a memorandum of lien to a holder of a credit line deed of trust under § 55-58.2 shall be given in the same fashion as if the association's lien were a judgment.

B. The association, in order to perfect the lien given by this section, shall file before the expiration of six months from the time such assessment became due and payable in the clerk's office in the county or city in which such development is situated, a memorandum, verified by the oath of the principal officer of the association, or such other officer or officers as the declaration may specify, which contains the following:

1. The name of the development;
2. A description of the lot;
3. The name or names of the persons constituting the owners of that lot;
4. The amount of unpaid assessments currently due or past due relative to such lot together with the date when each fell due;
5. The date of issuance of the memorandum;
6. The name of the association and the name and current address of the person to contact to arrange for payment or release of the lien; and
7. A statement that the association is obtaining a lien in accordance with the provisions of the Property Owners' Association Act as set forth in Chapter 26 (§ 55-508 et seq.) of Title 55 of the Code of Virginia.

It shall be the duty of the clerk in whose office such memorandum shall be filed as hereinafter provided to record and index the same as provided in subsection D, in the names of the persons identified therein as well as in the name of the association. The cost of recording and releasing the memorandum shall be taxed against the person found liable in any judgment or decree enforcing such lien.

C. Prior to filing a memorandum of lien, a written notice shall be sent to the property owner by certified mail, at the property owner's last known address, informing the property owner that a memorandum of lien will be filed in the circuit court clerk's office of the applicable city or county. The notice shall be sent at least ten days before the actual filing date of the memorandum of lien.

D. Notwithstanding any other provision of this section, or any other provision of law requiring documents to be recorded in the miscellaneous lien books or the deed books in the clerk's office of any court, on or after July 1, 1989, all memoranda of liens arising under this section shall be recorded in the deed books in the clerk's office. Any

memorandum shall be indexed in the general index to deeds, and such general index shall identify the lien as a lien for lot assessments.

E. No suit to enforce any lien perfected under subsection B shall be brought after twenty-four months from the time when the memorandum of lien was recorded; however, the filing of a petition to enforce any such lien in any suit wherein the petition may be properly filed shall be regarded as the institution of a suit under this section. Nothing herein shall extend the time within which any such lien may be perfected.

F. When payment or satisfaction is made of a debt secured by the lien perfected by subsection B hereof, said lien shall be released in accordance with the provisions of § 55-66.3. For the purposes of § 55-66.3 the principal officer of the association, or such other officer or officers as the declaration may specify, shall be deemed the duly authorized agent of the lien creditor.

G. Nothing in this section shall be construed to prohibit actions at law to recover sums for which subsection A hereof creates a lien, maintainable pursuant to § 55-515.



804-367-8510

MARIA J. K. EVERETT

PROPERTY REGISTRATION ADMINISTRATOR

VIRGINIA REAL ESTATE BOARD
DEPARTMENT OF COMMERCE
COMMONWEALTH OF VIRGINIA

FIFTH FLOOR
3600 WEST BROAD STREET
RICHMOND, VA 23230

 President of the Senate

 Speaker of the House of Delegates

7

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON
07-31-2017

NUMBER
0550002214

COMMON INTEREST COMMUNITY BOARD
COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION



GROUNDHOG MOUNTAIN PROPERTY OWNERS INC
JANET W CLODFELTER
2812 BRENNEN LANE
HIGH POINT, NC 27262



Jay W. DeBoer
Jay W. DeBoer, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (05/2015)
(DETACH HERE)



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

COMMON INTEREST COMMUNITY BOARD
COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION
NUMBER: 0550002214 EXPIRES: 07-31-2017

GROUNDHOG MOUNTAIN PROPERTY OWNERS INC
JANET W CLODFELTER
2812 BRENNEN LANE
HIGH POINT, NC 27262



(fold)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (05/2015)

GROUNDHOG MOUNTAIN PROPERTY OWNERS, INC.
2812 BRENNEN LANE
HIGH POINT, NC 27262
336-869-4032

ASSOCIATION COMPLAINT FORM

Pursuant to Chapter 29 of Title 55 of the Code of Virginia, the Board of Directors (Board) of the [Community Association Name] (Association) has established this complaint form for use by persons who wish to file written complaints with the Association regarding the action, inaction or decision by the governing board, managing agent or association inconsistent with applicable laws and regulations.

Legibly describe the complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Please include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, please attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint.

Sign, date and print your name and address below and submit this completed form to the Association at the address listed above.

_____ Print Name	_____ Signature	_____ Date
_____ Mailing Address		
_____ Lot/Unit-Address		
		Contact Preference <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Other _____

If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233
904/367-2941
CICOMBudsman@dpor.virginia.gov

GROUNDHOG MOUNTAIN PROPERTY OWNERS, INC.
STATEMENT OF RECEIPTS AND DISBURSEMENTS – Dec. 31, 2015

Funds	Balance Jan. 1, 2015	Receipts	Transfers	Cash Disbursements	Transfers	Balance Dec. 31, 2015
General	\$51,304.98	\$ 30,068.79		\$16,280.65		\$65,093.12
Roads	10,322.75	19,670.27		10,074.99		19,918.03
Comm. Ctr.	58,273.96	6,502.00		4,882.98		59,892.98
<hr/>						
Totals	\$119,901.69	\$ 56,241.06		\$31,238.62		\$144,904.13
<hr/>						
Cash	\$54,345.97	\$ 56,025.62		\$31,238.62		\$ 79,132.97
Cash on CD	65,555.72	215.44				65,771.16
<hr/>						
Totals	\$119,901.69	\$ 56,241.06		\$31,238.62		\$144,904.13
<hr/>						

GROUNDHOG MOUNTAIN PROPERTY OWNERS, INC.
SCHEDULE OF RECEIPTS Ending Dec.31, 2015

<u>Fund</u>	<u>Owners Fees</u>	<u>Interest Earned</u>	<u>Miscellaneous</u>	<u>Total</u>
General	\$ 29,818.79		\$250.00	\$ 30,068.79
Roads	19,397.00	\$273.27		19,670.27
Community Ctr.	6,477.00		25.00	6,502.00
Miscellaneous Acct.	.00			.00
Totals	<u>\$ 55,692.79</u>	<u>\$273.27</u>	<u>\$275.00</u>	<u>\$56,241.06</u>
Misc.				

SCHEDULE OF DISBURSEMENTS Ending Dec. 31, 2015

FUND		<u>AMOUNTS</u>	<u>TOTAL</u>
General	Administrative	\$8,064.00	
	Clean & Repair Dump site.	1,020.28	
	Garbage Removal	2,220.00	
	Dumpsite- Mowing	883.00	
	Electric	321.99	
	Homeowners meetings	425.96	
	Insurance	1,345.50	
	Postage	262.65	
	Professional Fees	1,225.00	
	Re- fund for assessment – Fellman	45.90	
	Taxes	466.37	<u>\$16,280.65</u>
Roads	Maintenance – Barr	\$ 9,096.00	
	Winter Melt	721.33	
	Robert Reed – remove tree	75.00	
	Re-fund – Fellman	25.10	
	Electric	157.56	<u>10,074.99</u>
Comm. Ctr.	Electric	\$ 659.40	
	Insurance	706.46	
	Grounds Maint.	1,707.10	
	Chair rack	571.63	
	Re-fund – Fellman	10.00	
	Miscellaneous materials & supplies	1,228.39	<u>4,882.98</u>
Total Disbursements			\$31,238.62

GROUNDHOG MOUNTAIN PROPERTY OWNERS, INC.
Proposed Budget – year 2017

GENERAL FUND:

The General Fund Program Revenue is based on quarterly assessments off \$45.90 or \$183.60 annually times 166 units. (183.60 X 166 = \$30,477.60)

Actual 2015	Proposed 2016	Proposed 2017
\$30,069	\$30,661	\$30,478

The General Fund Program Line item proposed expenditures are based on all cost of operations for maintaining the community other than Road Fund cost and Community Fund cost.

Administration	\$ 8,064	\$8,064	\$ 8,064
Garbage removal	2,220	2,220	2,220
Clean Dumpster site	1,903	1,500	1,500
Electric	322	400	400
Homeowners Meetings	426	1,500	1,000
Insurance	1,345	1,000	1,000
Miscellaneous	46	1,300	1,000
Postage & Envelopes	263	1,000	1,000
Professional fees	1,225	3,000	3,000
Taxes	466	700	500
Bad debts		1,836	1,836
	<hr/>	<hr/>	<hr/>
	\$16,281	\$22,520	\$21,520

ROAD FUND:

The Road Fund Program Revenue is based on 167 units. Quarterly assessments of \$25.10 for first 150' frontage plus \$8.37 for each additional 50' running consecutively for an average of \$30.21 per quarter (most pay \$25.10) or \$119.12 annually.

Actual 2015	Proposed 2016	Proposed 2016
19,670	\$20,182	\$20,180

The Road Fund Program Line item proposed expenditures are based on a Maintenance Contract and is variable cost only. These cost include mowing weed-eating, cleaning of ditches, snow plowing and minor repairs to roads and fences as necessary and under the direction of the Maintenance Committee and the President.

Electric	\$ 158	200	200
Maintenance Contract	9,096	12,000	12,000
Maintenance – Other	75	600	600
Miscellaneous supplies & Materials	746	700	700
Paving		14,000	
Bad Debts		1,004	1,000
	<hr/>	<hr/>	<hr/>
	10,075	28,504	14,500

Community Center Fund:

The Community Center Fund Program is based on quarterly assessments of \$10.00 or \$40.00 annually times 167 units. (\$40.00 X 166 = \$6,640.00)

	Actual 2015	Proposed 2016	Proposed 2017
	\$6,502	\$6,680	\$6,640

The Program line item expenditures are based on all cost pertaining to the Community Center, tennis courts and its common area.

Electric	\$ 285	\$ 600	\$ 600
Heat	-	200	200
Capitol improvements			
Grounds Maintenance	422	4,000	1,200
Insurance	1,104	1,256	1,200
Misc. Repairs/Supplies/Equipment	1,295	900	900
Bad debts		160	160
	<hr/>	<hr/>	<hr/>
	\$3,106	\$7,116	\$4,260

Proposed for year 2017
Total Revenue \$57,298
Total Expenses 40,280
Surplus/loss \$17,018

GROUNDHOG MOUNTAIN PROPERTY OWNERS ARCHITECTURAL GUIDELINES

This information has been prepared by the Architectural Committee and approved by the Board of GMPOA to try to help property owners. Following the Declaration of Protective Covenants and Restrictions for Groundhog Mountain Property Owners, listed below are guidelines to be followed as improvements on your property are made, landscaping is done and new homes are built. Homeowners are reminded that if the Declaration of Protective Covenants and Restrictions and these guidelines are not followed, fines can be imposed and legal action can be taken.

1. If you plan to build a home, place a building on your property, remodel or make additions to your existing home, a detailed plan in writing must be submitted to the Architectural Committee at least 90 days before the work is to begin. You are asked to follow the detailed, accompanying guidelines to receive a permit.
2. A permit must be received from the Architectural Committee before the work is to begin and posted while the work is being done.
3. A permit must be issued to cut down any trees that are more than three (3) inches in diameter. The Architectural Committee must receive a written request at least 60 days before the work is planned. When possible include a drawing of where the trees are located and an explanation as to why it is thought necessary to remove them. If permission is granted, the trees will be marked by the Architectural Committee.
4. A permit must be received by the homeowner and posted while the tree cutting is being done.
5. All trees that are cut down must be removed from the property. They may be cut up for fire wood and stacked. To discourage the spread of fire, they can not be left where they are cut down.
6. All property owners are asked to remove any fallen trees that have not been removed by the end of 2006. With the recent drought, the Patrick County Fire Marshal has recommended that this be done to help prevent the spread of fire in our community.
7. Disposal of tree limbs must be off the Groundhog Mountain Property.
8. Because of abuse on the lower portion of Buck Hollar Road, it is now posted and no further dumping in that area or anywhere else on the Groundhog Mountain Property will be allowed.
9. Due to the contracted nature of the dumpsters, no building materials, brush or tree limbs, mattresses or old plumbing equipment may be placed in the dumpsters. There is a landfill in Hillsville and directions may be received from GMPOA if needed.
10. If you think ANY project on your property will be questioned, please contact the Architectural Committee to avoid fines or legal action.

The GMPOA Architectural Committee will reply to any written request in writing within 30 days after it receives the written request. A permit will be enclosed if the request has been approved.

The GMPOA Board will appreciate your cooperation by following the Covenants and Restrictions along with the detailed building specifications. These specifications reflect the Building Code of the Commonwealth and Patrick County. It is recommended that this information be placed with your copy of the GMPOA Covenants for reference!

JUNE 2006

Groundhog Mountain Property Owners Architectural Regulations and Review Manual

Purpose

The purpose of this manual is to provide regulations and guidelines for the GMPOA BOARD OF DIRECTORS or its ARCHITECTURAL COMMITTEE in reviewing applications for a building permit by lot-owners in accordance with the Declaration of Covenants and Restrictions, By-Laws of GMPOA, Building Officials Conference of America (BOCA) adopted by the County of Patrick, zoning regulations governing setbacks from the street and property lines established by the Board of Supervisors of Patrick County, height restrictions, and how much of the lot area can be covered with building.

Codes

The Board of Directors hereby affirms that all new construction will be subject to the Building Officials Conference of America Code (BOCA). These are the building standards required by the State of Virginia, and can be amended in general locals, i.e. Patrick County, and by GMPOA.

Rights

GMPOA reserves the right to coordinate and approve all construction on the premises.

I. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

- A. Residences to be constructed must be of permanent, quality construction. No duplex house, multi-family residence, or DOUBLE-WIDE trailers may be built or placed on a lot.
- B. Construction must be completed within one year from the date of beginning construction.
- C. A building permit will be issued to the builder after GMPOA has approved the application and is to be prominently displayed during the period of construction.
- D. Plans to be submitted by the lot-owner with his/her application for a permit will include the following documents:
 1. Plot Plan including landscaping
 2. Foundation Plan
 3. Floor Plan

4. Roof Plan
5. Elevations
6. House Plans (working drawings or blueprints) including any sections or details needed to show what is going to be built and how it is going to be built
7. Soil Investigation Reports

NOTE: When building plans are not prepared by an architect or engineer, the Board may require the applicant submitting such plans or other data to demonstrate that Commonwealth Law does not require that the plan be prepared by a licensed architect or engineer. The Board reserves the right to submit such plans to a licensed architect or engineer of its choice for a review and recommend approval to the Board at the expense of the applicant.

- E. No building, boundary fence or wall, screen planting or other structure shall be commenced, erected, placed or altered on said land until the plans and specifications showing the nature, kind, shape, dimensions, materials, color scheme, and location of such structure shall have been submitted to and approved in writing by the Board.
- F. In reviewing documents enumerated in Section D above, the Board may, among other things, consider the following:
 1. The conformity and harmony of external design and external materials with existing structures in the area and as to location with respect to topography, lakes, and finished ground elevation.
 2. The effect of the proposed structure on the outlook of the adjacent or neighboring properties.

II. THE BUILDING OFFICIALS AND CODE ADMINISTRATIONS NATIONAL BUILDING CODE (BOCA)

- A. The building site, at all times of construction, will have posted the GMPOA and Patrick County Building permits.
- B. Dwelling Requirements:
 1. Living, dining, and sleeping rooms are required to have windows.
 - a. Windows must open directly to the outside but they can open to a roofed porch if it has a ceiling height of at least 7 feet and is 65 percent open on the longer side.
 - b. Required windows must have a total area of at least 8 percent (8%) of the floor area of the room or contain at least 10 square feet of total area.
 - c. Sleeping rooms must have Egress windows of at least 5.7 square feet of opening.

2. Bathrooms must have windows at least 3 square feet in area, half of which must be operable. Bathrooms without windows must have mechanical ventilation direct to the exterior.
3. Ceilings cannot be less than 7'6" for at least 50 percent of its area and no part can be less than 5 feet.
4. One room must have at least 150 square feet of area.
5. Bedrooms must be at least 70 square feet.
6. No room except a kitchen may be less than 7 feet at any dimension.
7. A water closet compartment must be at least 30" wide and have a space of at least 21 inches in front of the water closet.
8. Stairway - Stairs must not have a riser more than 7 ¾ inches and a minimum tread of 10 inches.
9.
 - a. An attached garage must have a one-hour fire resistant separation between it and the house. These are common walls and ceilings.
 - b. Door openings from the attached garage into the house must be solid core, with a self-closing device.
 - c. No garage door can open directly into a sleeping room.
10. Every building or structure and every portion thereof shall be designed and constructed to resist the wind effects determined in accordance with the Code.
 - a. Wind shall be assumed to come from any horizontal direction.
 - b. No reduction in wind pressure shall be taken for shielding effect of adjacent structures or trees.
11. Snow loads full or unbalanced shall be considered place of loads set forth in the Codes, where such loading will result in larger members or connections.
12. Every building or structure and every portion thereof shall be designed and constructed to resist wind uplift loads and shall require hurricane bracing per building code.

C. Remodeling:

Additions, alterations or repairs may be made to any building or structure without requiring the existing building or structure to comply with all the requirements of the aforementioned building Code, provided the addition, alteration or repair conforms to the Code required for a new building or structure.

III. ZONING

- A. Setbacks from the road or street shall be 30 feet from the center of the street.
- B. Setbacks from property lines shall be 30 feet.
- C. Height restrictions, if any, must be consistent with Code in relation to topography.
- D. The percent of lot area covered by a building or structure must be proportional to the lot itself.

IV. SITE CONSIDERATIONS

Questions to be asked of the builder by the Board of Directors:

- A. Have the corners of the property lines been properly staked?
- B. Do you have a water problem (too much or too little)?
- C. Does the land slope excessively?
- D. Will you need to move dirt to place the building on the property?
- E. What are you going to do with any cut banks that remain?
- F. What will be done with excess dirt remaining after back-filling is complete?

V. APPROVAL/DISAPPROVAL

The Board will notify intended builder of its decision within 30 days after receiving the application and all specified documents set forth in this manual except when Builder's Plans and Documents are to be reviewed by a licensed architect or engineer.

VI. RIGHT TO DISAPPROVE

The Board has and reserves the right to disapprove any application in consideration of:

- a. Lack of conformity and harmony of external design and external materials with existing structures in area.
- b. Effect of proposed structure or building on the outlook from the adjacent or neighboring properties.
- c. Residential structures less than 1000 square feet exclusive of porches and garages.

VII. EXCEPTIONS

The Board reserves the right to make exceptions on particular circumstances of design and location by majority vote at which a quorum of the Board is present.

VIII. OTHER BUILDINGS/STRUCTURES

All prefabricated buildings from small tool sheds to equipment storage facilities must have board approval.

All prefabricated construction and all materials used therein shall conform to all the requirements of the Code.

Type II-N Construction buildings must be of noncombustible materials. Owners should be advised to allow plenty of setback room for metal buildings, both from the property line and adjacent buildings. To make a Type II-N building into a Type II one-hour building the builder should add a layer of ¾ inch sheetrock to the wall and ceiling surfaces.

Part I Declarations - Directors, Officers, Trustees and Organization Liability Coverage

Item 1. Insured Entity:

GROUNDHOG MTN. PROPERTY OWNERS, INC. AND GROUNDHOG MTN. WATER & SEWER COMPANY, INC.

Principal Address:

ROUTE 2 GROUNDHOG MOUNTAIN
HILLSVILLE, VA 24343

Item 2. Policy Period: from 12:01 a.m. 10/08/2015 to 12:01 a.m. 10/08/2018 local time at the address set forth in Item 1. of the General Declarations

Item 3. Limit of Insurance: \$ 1,000,000 in the aggregate
Optional Defense Outside Limits Coverage Applicable Not Applicable

Item 4. Deductible: \$ 2,500 each "claim"

Item 5. Retroactive Date: N/A

Item 6. Prior and/or Pending Date: 10/08/1991

Item 7. Continuity Date: 10/08/1991

Item 8. Total Annual Premium for this Coverage Part: \$ 1,543

Part II Declarations - Employment Practices Liability Coverage

Item 1. Insured Entity:

COVERAGE NOT PURCHASED AS OF POLICY INCEPTION DATE.

Principal Address:

Item 2. Policy Period: from 12:01 a.m. _____ to 12:01 a.m. _____ local time at the address set forth in Item 1. of the General Declarations

Item 3. Limit of Insurance: \$ _____ in the aggregate
Optional Defense Outside Limits Coverage Applicable Not Applicable
Optional Third Party Wrongful Acts Coverage Applicable Not Applicable

Item 4. Deductible: \$ _____ each "claim"

Item 5. Retroactive Date: _____

Item 6. Prior and/or Pending Date: _____

Item 7. Continuity Date: _____

Item 8. Total Annual Premium for this Coverage Part: \$ _____

Part III Declarations - Trustee and Fiduciary Liability and Employee Benefits Administration Coverage

Item 1. Insured Entity:

COVERAGE NOT PURCHASED AS OF POLICY INCEPTION DATE.

Principal Address:

Item 2. Policy Period: from 12:01 a.m. _____ to 12:01 a.m. _____ local time at the
address set forth in Item 1. of the General Declarations

Item 3. Limit of Insurance: \$ _____ in the aggregate
Optional Defense Outside Limits Coverage Applicable Not Applicable

Item 4. Deductible: \$ _____ each "claim"

Item 5. Retroactive Date: _____

Item 6. Prior and/or Pending Date: _____

Item 7. Continuity Date: _____

Item 8. Total Annual Premium for this Coverage Part: \$ _____

Part IV Declarations - Internet Security Coverage

Item 1. Insured Entity:

COVERAGE NOT PURCHASED AS OF POLICY INCEPTION DATE.

Principal Address:

Item 2. Policy Period: from 12:01 a.m. _____ to 12:01 a.m. _____ local time at the
address set forth in Item 1. of the General Declarations

Item 3. Limit of Insurance: \$ _____ in the aggregate

Item 4. Deductible: \$ _____ each "claim"

Item 5. Retroactive Date: _____

Item 6. Prior and/or Pending Date: _____

Item 7. Continuity Date: _____

Item 8. Total Annual Premium for this Coverage Part: \$ _____

These Declarations together with the completed "proposal", all applicable Coverage Parts, the General Provisions and any accompanying endorsements shall constitute the contract between the "policy insureds" and The Cincinnati Insurance Company.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Countersigned 10-7-15
(Date)

By Debbie V. Fulcher
(Authorized Representative)



The Cincinnati Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

Billing Method: DIRECT BILL

POLICY NUMBER ENP 008 42 85

NAMED INSURED GROUNDHOG MT PROPERTY OWNERS GROUNDHOG MOUNTAIN WATER & SEWER
COMPANY INC

ADDRESS 2812 BRENNEN LN
(Number & Street, HIGH POINT, NC 27262-8463
Town, County,
State & Zip Code)

Previous Policy Number:

ENP0084285

Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

All coverages except Automobile and / or Garage

Policy number: ENP 008 42 85 FROM: 05-18-2014 TO: 05-18-2017

Automobile and / or Garage

Policy number: FROM: TO:

Agency JACKSON INSURANCE 45-055

City HILLSVILLE, VA

Legal Entity / Business Description

ORGANIZATION (ANY OTHER)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

IL0017	11/98	COMMON POLICY CONDITIONS
IA102A	09/08	SUMMARY OF PREMIUMS CHARGED
IA904	04/04	SCHEDULE OF LOCATIONS
IA4236	01/08	POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE
IP446	08/01	NOTICE TO POLICYHOLDERS
AP403VA	01/98	IMPORTANT INFORMATION TO POLICYHOLDERS VIRGINIA
IA4071VA	01/12	VIRGINIA CHANGES
IA4160VA	01/12	NOTICE: ADDITIONAL COVERAGE AVAILABLE
IA4264VA	09/09	VIRGINIA - LIABILITY CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IA4265VA	01/08	VIRGINIA PROPERTY AND INLAND MARINE CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IA4338	05/11	SIGNATURE ENDORSEMENT
IA4414VA	01/13	VIRGINIA EARTHQUAKE EXCLUSION ADVISORY NOTICE TO POLICYHOLDERS
IL0022	05/87	EFFECTIVE TIME CHANGES - REPLACEMENT OF 12 NOON
IL0044	06/90	VIRGINIA CHANGES -- POLICY PERIOD
FM502	07/08	COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS
GA532	07/08	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: ENP 008 42 85

Named Insured is the same as it appears on the Common Policy Declarations unless otherwise stated here.

Loc. (address)
REFER TO IA904

Item	Coverage	Limits	Coin- surance	Covered Cause Of Loss	OPTIONAL COVERAGES Applicable only when an entry is made						
					Inflation Guard (%)	Replace- ment Cost (x)	Replace- ment Cost Incl. Stock (x)	Agreed Value (x)	Monthly Limit (fraction)	Maximum Period (X)	Extended Period (Days)
1-1	BUILDING	75,000	80%	SPECIAL		X					
1-2	BUILDING	30,000	80%	SPECIAL		X					
1-2	BUSINESS PERSONAL PROPERTY	15,000	80%	SPECIAL		X					
1-3	BUILDING	90,000	80%	SPECIAL		X					
1-4	BUILDING	56,000	80%	SPECIAL		X					
1-5	BUILDING	30,000	80%	SPECIAL		X					
1-6	BUILDING	125,000	80%	SPECIAL		X					
1-6	BUSINESS PERSONAL PROPERTY	5,000	80%	SPECIAL		X					
1-7	BUILDING	15,000	80%	SPECIAL		X					
1-8	BUILDING	50,000	80%	SPECIAL		X					

DEDUCTIBLE: \$500.00 unless otherwise stated \$

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: ENP 008 42 85

Named Insured is the same as it appears in the Common Policy Declarations

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$ 1,000,000	
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT		ANY ONE
\$100,000 limit unless otherwise indicated herein:	\$	PREMISES
MEDICAL EXPENSE LIMIT		
\$5,000 limit unless otherwise indicated herein:	\$	ANY ONE PERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
LOC. 1 - VA						
HOMEOWNERS ASSOCIATION INCL PROD AND/OR COMP OP	20300 E25	EACH		6.305		158
PARKS OR PLAYGROUNDS INCL PROD AND/OR COMP OP	46671 E1	EACH		259.619		260
SEWERS INCL PROD AND/OR COMP OP	48039 E3	EACH		46.870		141
STREETS/ROADS/HIGHWAYS INCL PROD AND/OR COMP OP	48727 E1	EACH		42.575		43
SEWAGE DISPOSAL-PLANT OPERATIONS INCL PROD AND/OR COMP OP	98810 B15,000			9.201		138
WATER COMPANIES INCL PROD AND/OR COMP OP	99943 B1F	ANY		17.612		STA

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM \$ 740

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

GA101	12/04	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2250	11/88	EXCLUSION FAILURE TO SUPPLY
GA255	09/10	WATER UTILITIES PROFESSIONAL LIABILITY EXTENSION
GA340	10/01	EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY

GA 532 07 08

ENP 008 42 85

Page 1 of 2

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

GA354	10/01	TOTAL POLLUTANT EXCLUSION ENDORSEMENT
GA369	11/02	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS ("EIFS") AND DIRECT-APPLIED EXTERIOR FINISH SYSTEMS ("DEFS") - BROAD FORM
GA382	03/02	FUNGI OR BACTERIA EXCLUSION
GA4238	11/04	EXCLUSION - CONTRACTORS

