

and (ii) the promotion of its sales program. Any such builder placed outbuildings shall have Declarant's prior written approval. The architectural style, color and building materials of any storage shed, garage or other such structure or building shall conform to the Residence which it serves. No such building or structure, other than an attached or semi-attached garage, shall exceed 140 square feet in area or 12 feet in height. No metal storage sheds are permitted.

8. Driveways. The first fifty (50) feet of all driveways and pipestem drives located on the Property must be finished with either asphalt or concrete surfacing material; beyond this fifty (50) feet of asphalt, gravel may be substituted. All driveway culvert pipe must be constructed of material acceptable to the Virginia Department of Transportation (VDOT) and shall have appropriate end-sections to preclude erosion and driveway damage. Each Owner, or builder if initial construction, shall be responsible for placing the pipe and establishing the proper grade of the driveway from the street in accordance with the standards of (VDOT). In the event that VDOT requires replacement of any pipe and/or the regrading of any driveway prior to the acceptance of the public streets located on the Property into the state secondary system, such pipe must be replaced and regrading completed as and if necessary, and the ditchline reestablished all as per VDOT's criteria at the Owner's expense, or at the builder's expense if required in conjunction with VDOT acceptance of public streets and builder's work was not acceptable to VDOT

9. Model Homes. No builder of Residences on the Properties will be permitted to have a model home on the Properties for purposes of promoting sales unless he is actively building Residences on the Properties or owns a Lot(s) or Tract(s) for the purpose of future building. Any builder who breaches this condition will be liable to the Declarant for

consequential damages. If at any time a builder utilizes a model for residential purposes prior to the model's conveyance to a bonafide third party owner, builder shall, for the purposes of this Declaration, become an Owner for the Lot in question.

10. General Use Restrictions. a. Swimming Pools. No Owner shall be allowed to erect or maintain an above-ground swimming pool on any Lot. An in-ground swimming pool may be constructed and maintained on a Lot provided that the following conditions are met: (i) the design, excavation and building plans are first approved by the Architectural Control Committee in accordance with Article IV of this Declaration; (ii) any mechanical equipment used to operate and maintain the swimming pool shall be reasonably screened from the view of adjacent Lots and streets by appropriate landscaping or fencing; (iii) the swimming pool is located in the yard behind the Residence; (iv) the pool is properly fenced per applicable ordinances, and (v) the Owner complies with all applicable ordinances.

b. Satellite Dishes and Antenna. No Owner shall erect a satellite dish over one meter in size or a free-standing antenna on any Lot or on any portion of the Common Properties. No exterior antennas other than an approved satellite dish shall be attached to a Residence.

1. Limited Liability. In connection with all reviews, acceptances, permissions, consents or required approvals by or from the Architectural Control Committee, neither the Declarant nor the Association nor the Architectural Control Committee or its members shall be liable to any Owner or to any other person or entity on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person or entity arising out of, or in any way relating to, the subject matter of

any such review, acceptance, permission, consent or required approval, whether granted or withheld.

12. Variances and Exceptions. Notwithstanding any provision to the contrary, the Architectural Control Committee may, in its sole discretion, make exceptions to and grant variances from any restriction provided in this Article IV provided that such exception or variance is in writing.

13. Architectural Control Committee. The Architectural Control Committee shall consist of a minimum of three members and shall be entitled to enforce the foregoing reservations and restrictions as provided above. The initial members of the Architectural Control Committee shall be selected by the Declarant until all Lots subjected to this Declaration and subsequent Supplemental Declarations have been conveyed by Declarant, but not longer than 12 years. The Committee Members shall each serve on the Architectural Control Committee for a term not longer than twelve years (the Twelve Year Term) or until the conveyance of the last Lot subject to this Declaration and/or any Supplemental Declaration, or until they resign, whichever event first occurs. In the event of the resignation of a Committee Member prior to the expiration of the Twelve Year Term or the conveyance of the last Lot subject to this Declaration, the remaining Committee Members shall appoint a successor to serve until the last Lot is conveyed by Declarant or the end of the Twelve Year Term. Upon i) the expiration of the Twelve-Year Term, ii) the conveyance of the last Lot by Declarant, or iii) the resignation of all Committee Members simultaneously during the Twelve-Year Term, the Board of Directors of the Association shall appoint a minimum of three Committee Members to serve for a term, the duration of which shall be determined by the Board of Directors.

ARTICLE V

Lot Maintenance

Animals. No livestock or poultry of any kind shall be raised, bred or kept on any portion of the Properties. No animals shall be kept, bred or maintained on the Properties for commercial purposes. No animals or pets which are an annoyance or nuisance to other Owners shall be kept on any Lot. Each Owner shall be absolutely liable to any other Owner, their family, guests, invitees and licensees for any damage to person or property caused by any animal or pet brought upon or kept on the Property by an Owner, Owner's family members, guests, invitees or licensees.

2. Signs. With the exception of the sign easement location(s) and model home display signage, intra-community directional signage, and builder directional signs, no sign of any kind shall be displayed to the public view on any Lot with the following exceptions: a sign of size and design consistent with residential real estate "for sale" signs advertising the home for sale or rent, or signs used by a builder or the Declarant to advertise its product and/or Summers Landing during the construction and sale of homes and the development and sell-out of the Properties, provided that all signs used by a builder must be approved by the Declarant.

3. Garbage and Refuse Disposal. Screening of Certain Facilities. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in enclosed containers. All equipment for the storage or disposal of trash, garbage or other waste shall be kept in clean condition at all times. All garbage receptacles, similar

storage receptacles, and air conditioning equipment shall be placed or screened in a fashion which will conceal them from view.

4. Sight Distances at Intersections. No fence, wall, hedge or shrub planting shall be placed or permitted to remain on any Lot unless its placement complies with all appropriate sections of the Zoning Ordinance of the County of Spotsylvania, Virginia.

5. Upkeep. Owners of Lots shall keep their Lots free of weeds, undergrowth, garbage, trash, debris and litter. It shall be the responsibility of every Owner of every Lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair, including trimming of grass, weeds and other vegetation. Further, it shall be the responsibility of each Owner to prevent the development of any unclean or unsightly conditions of buildings or grounds on the Property which would tend to decrease the attractiveness of the neighborhood as a whole or the specific area. All improvements on the Property shall be kept in good repair and, where necessary, painted on a regular basis.

6. Outside Lighting. Outside illumination of any Residence shall be by conventional residential lighting techniques. No neon or flashing lights shall be permitted nor shall colored lights be permitted other than as displayed in conjunction with a recognized religious or national holiday. The foregoing notwithstanding, no lighting shall be of such a character or intensity or so located as to interfere with another Owner's use or quiet enjoyment of the Property.

7. Trees. No Lot shall be excessively cleared of vegetation or otherwise defoliated in such a manner as to decrease the attractiveness of the Property. Subsequent to the sale of a Residence, additional clearing of vegetation, including trees, unless cleared for the

purpose of safety or for planting or constructing previously approved improvements on the Property, must be approved by the appropriate County agencies and the Architectural Control Committee prior to actual clearing.

8. Parking and Vehicles. No boats, boat trailers, personal watercraft, campers, recreational vehicles, utility trailers, commercial vehicles and/or oversized vehicles may be stored and/or maintained on a Lot unless they are stored inside a garage or, with the approval of the Architectural Control Committee, are screened and are not visible from any public street on the Property. No disabled vehicles shall be parked or maintained on the Property at any time unless within a fully enclosed garage. No equipment or construction vehicles shall be parked on the Property, provided, however, that commercial vehicles may remain temporarily on the Property in order to furnish necessary services to an Owner. All vehicles parked on the Property must have current state inspections and state licenses at all times, unless being maintained within the garage.

9. Use of Lots. No obnoxious or offensive activity shall be carried on or allowed upon any portion of the Property nor shall anything be done thereon that may be or become a nuisance or any annoyance.

ARTICLE VI

Enforcement and Remedies

Remedies. a. In the event of a violation or breach of any of the foregoing covenants, conditions, and restrictions, the Architectural Control Committee, the Declarant, the Association or any Owner shall have the right to proceed at law or in equity to compel compliance with the terms hereof in order to prevent such violation or breach.

b. In addition to the foregoing, the Declarant, its successors and assigns, including the Association, shall have the right, whenever there shall have been built any structure which is in violation of these restrictions to enter upon the Property or Lot where such violation exists, the summarily abate or remove such structure at the expense of the Owner, if after fifteen days written notice of such violation, it shall not have been corrected by the Owner provided, however, that the Declarant or its successor or assign may extend such fifteen day period in its sole discretion. Any such entry and abatement or removal shall not be deemed a trespass. Should the Declarant or its successor or assign employ counsel to enforce any of the foregoing covenants, conditions, or restrictions, because of a breach, all costs incurred in such enforcement, including a reasonable fee for such counsel, shall be paid by the party who is in breach. The Declarant or its successor or assign shall have a lien upon such Lot with regard to which there is a breach of these covenants, conditions, or restrictions to secure payment of all such costs and fees.

c. The failure to enforce any of the foregoing covenants, conditions, or restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. In addition, the Declarant, its assigns and successors in interest, the Committee, the Association or any Owner shall not incur liability for the failure to enforce such covenants, conditions and restrictions.

2. Transfer of Rights. The Declarant shall grant and convey all its rights to enforce the foregoing covenants, conditions and restrictions to the Association at such time as the last Lot which is subject to this Declaration or to any Supplemental Declaration is sold or

at such earlier time as the Declarant, at its sole discretion, may decide. Upon such conveyance and grant, the Association shall have and succeed to all rights and duties with the same power as if the Association had been the Declarant.

ARTICLE VII

Property Rights

Right of Enjoyment. Every Member shall have a right of enjoyment in and to the Common Properties, including any common properties to become subject to this Declaration pursuant to Article II hereof. Such right shall be appurtenant to and shall pass with the title to every Lot.

2. **Limitations.** The rights of enjoyment created hereby shall be subject to the following: (i) The right of the Association to suspend the enjoyment rights of any Member and the voting rights of any Member for any period during which any assessment, as hereinafter defined, remains unpaid, for a period not to exceed 60 days for an infraction of its published rules and regulations; (ii) the right of the Association to charge reasonable admission and other fees for the use of any of the recreational facilities, if any, to be situated upon the Common Properties and (iii) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless an instrument signed by two-thirds of each class of Members has been recorded agreeing to such dedication, transfer, purpose or condition.

3. **Delegation of Use.** a. Any Member may delegate his right of enjoyment to the Common Properties to the members of his household and to his tenants; provided,

however, that the right of enjoyment may be delegated only to occupants of Residences and shall not be exercised by non-occupant Members.

b. The right of any resident Member to delegate his right of enjoyment of the Common Properties is subject to any rules and regulations which the Association may publish.

ARTICLE VIII

Membership and Voting Rights

1 Membership. Each Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. Voting Rights. The Association shall be two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

a. When the total number of votes outstanding in the Class A membership equal the total number of votes outstanding in the Class B membership, or

b. On December 31, 2015.

3. Board of Directors. The Association shall elect a Board of Directors which will manage the business and affairs of the Association in accordance with this Declaration. The Board of Directors shall elect the members of the Architectural Control Committee: i) at the expiration of the Twelve Year Period; ii) in the event that all Committee Members resign simultaneously during the Twelve Year Term or iii) upon the conveyance of the last Lot subject to this Declaration or any Supplemental Declarations. In addition, the Board of Directors is hereby granted the following powers: (i) the power to establish any other Committees as it deems appropriate; (ii) the power to adopt, publish and modify rules and regulations governing the use and maintenance of the Property and to establish penalties for infractions thereof; and (iii) all other powers necessary to further the general scheme of these Declarations.

ARTICLE IX

Covenant for Maintenance Assessments

1 Maintenance of Common Properties. The Association shall maintain or cause to be maintained all Common Properties now or hereafter subject to this Declaration. Such maintenance includes, but is not limited to, (i) the payment of any real estate taxes and insurance premiums, (ii) the repair, replacement, maintenance and additions to the Common Properties, including the maintenance of any permanent fences, signs or monuments and related landscaping marking the entrance(s) to the Properties, recreational areas, directional and/or informational signage, and storm water management facilities as required by Spotsylvania County, (iii) management and supervision of the foregoing, and (iv) any other reasonable expenses of the Association.

2. Creation of the Lien and Personal Obligation for Assessments. Each Owner whether or not it shall be so expressed in the Owner's deed or other conveyance is deemed to covenant and agrees to pay to the Association: (i) annual assessments and (ii) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest at the judgment rate and costs of collection (including reasonable attorney's fees) shall be a charge on the Lot and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with interest thereon and the cost of collection thereof, shall also be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

3. Maximum Annual Assessment. a. Until January 1 of the year immediately following the conveyance of the first Lot to any resident Owner, the maximum annual assessment shall be \$200.00 per year per Lot payable annually in advance, or at the election of the Board of Directors, quarterly.

b. From and after January of the year immediately following the conveyance of the first Lot to a resident Owner, without a vote of the membership, the maximum annual assessment may be increased each year not more than (i) five percent above the maximum assessment for the previous year or (ii) the Consumer Price Index, whichever is greater.

c. From and after January 1 of the year immediately following the conveyance of the first Lot to a resident Owner, the maximum annual assessment may be

increased by more than five percent by a vote of two-thirds of each class of Members who are voting in person or by proxy, at a meeting fully called for this purpose.

d. Builder Lots. Builders, as owners of a Lot(s) upon which no residentially occupied Residence exists, shall pay a per Lot initial funding assessment upon the conveyance of each Lot from Declarant to a builder in the amount of \$100.00; thereafter, no assessment shall be charged to that particular Lot until the earlier to occur of: i) the conveyance of the Lot by the builder; ii) the cessation of the Residence's service as a model home or the occupancy of the Residence or iii) one year from builder's acquisition of the Lot(s), at which time the annual assessment for vacant Lots owned by a builder shall be 25 percent (25%) of the amount levied for Residences. Upon a builder's conveyance or occupancy of a model, or builder's conveyance of a Lot, such Lot shall be assessed at the full annual assessment amount then in effect. Until the Class B Membership ceases, or sooner if Declarant passes control of the Association to the Owners, Declarant shall pay no assessment on its Lots provided Declarant shall pay any costs of common area maintenance provided for in paragraph 1 of this Article in excess of the assessments levied and collected by the Association.

e. Non-Builder Lots. If any Lot is sold to an individual or entity other than a builder, the purchaser shall not pay the \$100 initial funding fee; however, the full assessment for such Lot shall commence upon the sale.

4. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy in any calendar year a special assessment, applicable to that year only, for the purpose of (i) paying debts of the Association or (ii) defraying, in whole or in part, the cost of construction or reconstruction of, or unexpected