

repair or replacement of a capital improvement, regardless of its nature, on the Common Properties, including necessary fixtures or personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of the Members who are entitled to vote and who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all Members at least ten days in advance and setting forth the purpose of the meeting. Special assessments must be set at a uniform rate for all Lots and at the election of the Board of Directors may be collected on a monthly, quarterly or lump sum basis.

5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Properties. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The payment for the first annual assessment, as adjusted, shall be made at the time of builder's conveyance of the Lot to an Owner or the residential occupancy of the Residence. Thereafter, an annual billing (January through December 31) will be made, with payment due within thirty (30) days of the billing. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates may be changed by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

6. Effect of Non-Payment of Assessment: the Lien Remedies of the Association. In the event that any assessment is not paid when it is due, such assessment shall be delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, thereupon become a lien on the Lot, once perfected, which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. Any assessment which is not paid within thirty days after the due date shall bear interest from the date of delinquency at the lesser of (i) the then rate of interest on loans guaranteed by the Veterans Administration or (ii) the maximum rate permitted by law. The Association may bring such action at law or in equity against the Owner personally obligated to pay such assessment and interest, or against the property subject thereto, or both. Costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

The placing of liens by the Association for delinquent assessments, as well as the filing of any related suits, shall be as provided in the Virginia Property Owners' Association Act.

7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such

sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien of any subsequent assessment.

8. Compliance with Act. The Association will be governed by the provisions of the Virginia Property Owner's Association Act (Code of 1950; as amended, of Virginia, Section 55-508 et. seg.).

ARTICLE X

General Provisions

1 Severability. Invalidation of any one of these covenants or restrictions by judgment, court order or legislative mandate shall in no way affect any other provision and all such other provisions shall remain in full force and effect.

2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first twenty year period by an instrument signed by not less than ninety percent of the Members voting in person or by proxy, and thereafter by an instrument signed by not less than seventy-five percent of the Members voting in person or by proxy. Any amendment must be recorded. The Declarant may amend the covenants in order to comply with the requirements of the Veterans Administration or Federal Housing Administration.

3. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common

Properties and amendment of this Declaration of Covenants, Conditions, Reservations, Restrictions and Easements.

IN WITNESS WHEREOF, Summers Landing, L.L.C. has caused this Declaration to be executed and Winters Landing Associates, L.L.C. joins in execution hereof to evidence its consent to the encumbrance of the Winters Tracts by this Declaration.

SUMMERS LANDING, L.L.C.
BY WINTER'S LANDING ASSOCIATES, L.L.C. ,
Member

By: _____
Larry D. Silver, Member

WINTERS LANDING ASSOCIATES, L.L.C.

By: _____
Larry D. Silver, Member

COMMONWEALTH OF VIRGINIA
CITY OF FREDERICKSBURG, to-wit:

I, Agnes H. Bell, a Notary Public in and for the jurisdiction aforesaid, hereby certify that Larry D. Silver whose name is signed to the foregoing Declaration as Member of Winter's Landing Associates, L.L.C., Member of Summers Landing, L.L.C. has acknowledged the same before me in the aforesaid jurisdiction this 13th day of April, 1998.

My commission expires 11-30-2001

/s/ Agnes H. Bell
Notary Public

NOTE: Signatures are on file with the official document.

THIS DEED OF GIFT (exempt from recordation taxes pursuant to Virginia Code Section 58.1-811D), made and entered into this 17th day of December 1997, by and between SUMMERS LANDING, L.L.C., a Virginia limited liability company, Grantor, and SUMMERS LANDING HOMEOWNER'S ASSOCIATION, INC., Grantee.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, the Grantor does hereby grant and convey with General Warranty unto the said Grantee. **SUMMERS LANDING HOMEOWNERS' ASSOCIATION, INC.**, a Virginia corporation. in fee simple, the following described real estate. to-wit:

All those certain tracts or parcels of land with all improvements thereon and all appurtenances thereto, situate, in and being in the Chancellor Magisterial District Spotsylvania County, Virginia, being "Parcel A-1, Common Area", 1.5803 acres, and "Parcel. B-1, Common Area", 0.8865 acres on the plat of Summers Landing, Section 6A, by Greenhome and O'Mara, Inc. dated August 2, 1997, and recorded in the Clerk's Office at the Circuit Court of Spotsylvania County, Virginia in Plat File 6, Page 442 , et. seq., together an easement on lot 189-A identified on the plat as "Best Management Practices Easement" for the operation and maintenance of a stormwater drainage management facility.

Being a portion of the property acquired by the Grantor herein by deed dated November 14, 1996, and recorded in the aforesaid Clerk's Office in Deed Book 1417 at Page 744.

This conveyance is made subject to all easements, conditions. restrictions and agreements of record, as they may lawfully apply to the real estate hereby conveyed or any part thereof.

NOTE: Signatures are on file with the official document.

**FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESERVATIONS, RESTRICTIONS AND EASEMENTS**

SUMMERS LANDING

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS AND EASEMENTS, applicable to Summers Landing, section 6A, and portions of Section 1, is made as of this 16th day of April, 1998, by **SUMMERS LANDING. L.L.C.**, a Virginia limited liability company ("Declarant"); and **WINTERS LANDING ASSOCIATES. L.L.C.**, a Virginia limited liability company ("Winters"), and provides:

WHEREAS, Declarant and Winters have heretofore executed and recorded in the Office of the Circuit Court Clerk of Spotsylvania County, Virginia, in Deed Book 1554, at Page 350, that certain Master Declaration of Covenants, Conditions, Reservations, Restrictions and Easements for Summers Landing ("the Declaration") which is dated April 13, 1998; and

WHEREAS, Section 2 of Article X of the Declaration provides that the Declarant may amend the Declaration at any time in order to comply with the requirements of the Veterans Administration or the Federal Housing Administration; and

WHEREAS, the following amendment to the Declarant control period is made in order to comply with the requirements of the Veterans Administration;

NOW, THEREFORE, WITNESSETH: That the Declarant and Winters do hereby amend the Declaration by deleting the words
"on December 31, 2015" from subparagraph B of the "Class B"

section of Paragraph 2 (Voting Rights) of Article VIII of the Declaration, and in the place and stead thereof, provide as follows:

Article VIII - Membership and Voting Rights.

2. Voting Rights.

Class A. [No Change]

Class B. a. [No Change]

b. "On April 1, 2005, or on the date which would be five (5) years after recordation of the most recently recorded supplemental declaration annexing additional properties into Summers Landing, whichever is later, but in no event later than December 31, 2015

In all other respects, the provisions of the Declaration are ratified and reaffirmed.

IN WITNESS WHEREOF, Summers Landing, L.L.C. has caused this Declaration to be executed, and Winters Landing Associates, L.L.C. joins in execution hereof to evidence its consent to the encumbrance of the Winters' tract to this first Amendment to the Declaration.

SUMMERS LANDING L.L.C., a Virginia limited liability company

By: WINTERS LANDING ASSOCIATES, L.L.C.,
a Virginia limited liability company,
Member

By: _____
LARRY D. SILVER, Member

NOTE: Signatures are on file with the official document.

**SECOND SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS SECOND SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS, AS MADE THIS 29TH DAY OF February, 1997, by
SUMMERS LANDING, L.L.C., hereinafter referred to as the "Declarant".**

WITNESSETH:

WHEREAS, Declarant acquired all of the Property as described and defined in that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded in Deed Book 958, Page 611, in the Office of the Clerk of the Circuit Court of Spotsylvania County, Virginia, as amended by SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated February 28, 1997, recorded in Deed Book 1440 Page 457 (collectively, the "Declaration"); and is the successor Declarant under said Declaration: and,

WHEREAS, Declarant desires to amend and modify the Declaration by, among other things, deannexation of the balance of the Property from the scope of the Declaration.

NOW, THEREFORE, the Declarant hereby declares that Lots I through 11 of Section I of the Property, as identified on "'Plat of Subdivision, Winter's Landing, Section 1" recorded on January 17, 1989, in Plat Book 2, at Pages 25 through 28, are hereby deannexed from the Declaration, and as to such Lots, the Declaration shall be null, void and of no force or effect whatsoever. All owners of the aforesaid Lots join herein for the purpose of consenting to the same, and, further, the parties hereby acknowledge that the Declaration is hereby cancelled and terminated in all respects.

IN WITNESS WHEREOF, the undersigned Declarant has caused this Supplementary Declaration of Covenants, Conditions and Restrictions to be executed.

SUMMERS LANDING, L.L.C., a Virginia
limited liability company

By: **WINTER'S LANDING ASSOCIATES,**
L.L.C., a Virginia limited liability company,
Member

NOTE: Signatures are on file with the official document.

**SUPPLEMENTAL MASTER DECLARATION
SUMMERS LANDING
SECTIONS 3 AND 4**

THIS SUPPLEMENTAL DECLARATION to the **MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS AND EASEMENTS**, applicable hereby to Summers Landing, Lots 1 through 69, inclusive, in Sections Three and Four, made as of this _____ day of _____, 200_, by **SUMMERS LANDING DEVELOPMENT CORPORATION**, a Virginia corporation (hereinafter referred to as "the Declarant"), and **SUMMERS LANDING L.L.C.**, a Virginia Limited Liability company (hereinafter referred to as "the Predecessor Declarant"), provides:

1. Recitals. Predecessor Declarant has heretofore caused to be recorded a certain MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, RESTRICIONS AND EASEMENTS dated as of the 13th day of April, 1998, recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, in Deed Book 1554, at Page 350, as amended by a FIRST AMENDMENT thereto dated as of the 16th day of April, 1998, and recorded in the aforesaid Clerk's Office in Deed Book 1555 at Page 30 and as Supplemented by Supplemental Master Declaration applicable to Section 2, recorded in Deed Book 770 at page 264, (together the "Declaration"). By Deed dated September 16, 1998, and recorded in the aforesaid Clerk's Office, the Declarant has acquired from the Predecessor Declarant the property known as Summers Landing, formerly known as Winters Landing, together with all rights as Declarant. Pursuant to Article II of the Declaration, the Declarant wishes to bring within the scheme of the Declaration "additional property" and to extend the covenants and restrictions contained therein to the "additional property" described herein.

2. Addition to Property Subject to the Declaration. As the sole fee simple owner of the additional property, the Declarant hereby declares that the following additional property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, conditions, reservations, restrictions and easements set forth in the Declaration for and during the time specified therein. The "additional property" consists of Lots I through 69, inclusive, Sections Three and Four of Summers Landing, as shown on Plats of Subdivision, Summers Landing, Sections Three and Four prepared by Green Horne & O'Mara, P.C., dated _____, 200__, and _____, 200__, respectively, and recorded in the Office of the Circuit Court Clerk of Spotsylvania County, Virginia, in Plat File _____, at Pages _____: and in Plat File _____ at page _____, respectively.

3. Supplemental Covenants, Conditions, Reservations, Restrictions and Easements Applicable Sections 3 and 4. In addition to the provisions set forth in the said Master Declaration as amended, the hereinabove listed lots shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the following. Where the provisions hereof vary from those in the said Master Declaration, as amended, the provisions hereof shall prevail and control.

A. Residences.

i. General Style. All residences shall have, at a minimum, a two-car side load garage either attached or integral with the home. The side load garage requirement may only be waived upon the express written approval of the Architectural Control Committee if the lot configuration and/or drainfield location make this feature impracticable.

ii. Minimum Square Footage Requirements. All ranch style (single story) residences must have a finished, main living level area of at least 2,000 square feet, and the roof design shall incorporate a minimum 8/12 roof pitch, together with a front gable feature. All two

story residences must have a total finished living area of at least 2,300 square feet, and the roof design shall incorporate a minimum 8/ 12 roof pitch. All one and one-half story residences must have a total finished living area of at least 2,300 square feet and the roof design shall incorporate a minimum 8/12 roof pitch. The foregoing dimensions are exclusive of porches, car ports, garages and basement areas. All other residential designs, garages and outbuildings shall have at least an 8/12 roof pitch as the main element of the roof unless the Architectural Control Committee expressly states otherwise in its approval of the plans and specification:

B. Construction Materials.

Roofs. The roofs of all residences and other improvements to be constructed on the additional property shall consist of either slate or cedar shake, or hardboard or other material fashioned to resemble slate or cedar shake, and evidencing the color, dimension, and texture of same, or fiberglass or asphalt shingles. All fiberglass and asphalt roofing shingles must be of a textured, heavy dimensional nature and all roofing materials are subject to advance approval by the Architectural Control Committee as to color, weight, and appearance.

ii. Foundation. All exposed foundations on the front and two sides of every structure must be covered with stone or brick veneer to grade. The words “stone or brick veneer” do not include a brick mold texture poured wall foundation.

C. Driveways. The entire surface of all driveways and parking areas must be finished with either asphalt or concrete surfacing material.

The Predecessor Declarant joins herein to acknowledge and acquiesce in this Supplemental Declaration and to confirm and assign unto the Declarant all rights and authority as Declarant.

WITNESS the following signatures and seals:

SUMMERS LANDING DEVELOPMENT CORPORATION,
a Virginia corporation

By: _____ (SEAL)
John W. Rayl, President

Summers Landing, L.L.C., a Virginia limited liability company

By: _____ (SEAL)

NOTE: Signatures are on file with the official document.