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City of Virginia Beach
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**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS, CHARGES AND LIENS
OF
HERON RIDGE ESTATES**

This Amended and Restated Declaration made this 2nd day of April 2019,
by Heron Ridge Estates Community Association, Inc. All previous versions of this
document are hereby superseded.

**ARTICLE I
DEFINITIONS**

The following words and terms when used in this Declaration or any Supplemental declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

- A. "Additional Property" shall mean and refer to the real property described in Exhibit "B" attached to the Corrected and Re-Recorded Declaration of Protective Covenants, Conditions, Restrictions, Charges and Liens of Heron Ridge Estates recorded among the land records of the City of Virginia Beach on March 5, 2003, as Instrument Number 200303050033238 and made a part hereof.
- B. "Articles" shall mean and refer to the Articles of Incorporation of the Association as they may exist from time to time.
- C. "Association" shall mean and refer to HERON RIDGE ESTATES COMMUNITY ASSOCIATION, INC.
- D. "Board" shall mean the Board of Directors of the Association.
- E. "Bylaws" shall mean and refer to the Bylaws of the Association as they may exist from time to time.
- F. "Common Expenses" shall mean and refer to expenditures for maintenance and other services required or authorized to be performed by the Association with respect to Common Property, Surface Water or Storm water Management Systems or otherwise.
- G. "Common Property" and "Common Area" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually and specifically dedicated or deeded to the Association and designated in said dedication or deed as "Common Property", or tracts of land identified as "Common Property" on a final plat recorded in the

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Public Records of Virginia Beach, Virginia by the Declarant. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" in the bill of sale or instrument transferring such property, and shall also include easement rights which may be specifically granted to the Association over or upon other lands, but only to the actual extent of such easement rights. Common Property is specifically reserved for the use and/or benefit of Members and is an integral appurtenant part of each Residential Lot. Common Property shall initially include the following Tracts which are dedicated to or required to be maintained by the Association as set forth on the Plats of portions of the Property as follows:

- (a) Entrance Feature Property
- (b) Open Space Easement Areas.

- H. "Open Space Easement Area(s)" shall mean and refer to all of such areas so designated by the Declarant or its successors and assigns upon any recorded subdivision plat or plats of the Properties, or in any Plan, or in any easements, dedications or restrictions, including but not limited to an exterior open area at the rear of certain designated lots, which abut the Golf Course Property, from the ground upward which area shall remain devoid of residential buildings, accessory structures, fences and other constructed or man-made improvements.
- I. "Declarant" shall mean EVW Group, Inc., a Virginia corporation. Wherever the term Declarant is used in this Declaration, the Articles or Bylaws, it shall always be deemed to include Declarant's successors and assigns.
- J. "Declaration" shall mean and refer to this Declaration of Protective Covenants, Conditions, Restrictions, Charges and Liens, as it may, from time to time, be amended.
- K. "Design Review Committee" and "DRC" shall refer to the committee established and described in Article VII hereof.
- L. "Heron Ridge" shall mean the property developed pursuant to the Plan, which property is described in Exhibit "A" attached hereto.
- M. "Golf Course Property" shall mean and refer to the property being developed by a third party in conjunction with a Sub-Lease from the City of Virginia Beach Development Authority pursuant to the Plan, and designated for use as a public golf course, practice range, clubhouse, golf course maintenance or related uses or facilities.

- N. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Residential Unit, which owner and holder of said mortgage may be a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, national banking association, an agency of the United States government, private or public pension fund, Veteran's Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.
- O. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision map or plat of the Property upon which in the future may be located a detached single family Residential Unit.
- P. "Mailed," as used herein and in the Bylaws, shall mean to send a notice, letter, package, message, or otherwise, through the United States Postal Service, postage prepaid, by commercial carrier, or through electronic means pursuant to Article X, Section 5 of this Declaration.
- Q. "Maintenance" may include, but shall not be limited to, the following: cleanup, grading, seeding, landscaping and grounds care, dredging, chemical treatment and other services related to impoundment areas, swales and drainage ditches; painting and structural upkeep of entry features and rights of ways; and repair and all other such functions incidental to the services of the Association.
- R. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.
- S. "Plan" shall mean and refer to any recorded plat of any portion of the Property and the most recent proposed plat or land use plan submitted to and approved by the City of Virginia Beach, Virginia for the development of Heron Ridge, as changed, amended and modified from time to time with the approval of the City of Virginia Beach, Virginia.
- T. "Notice" shall mean delivery to the person or entity who appears as Owner in the records of the Association, of any document by mail with postage prepaid to the last known address according to the records of the Association. If available from the records of the Association, notices to an Owner may (but shall not be required to) be sent to a tenant of an Owner occupying the Residential Unit. Notice to one of two or more co-owners shall constitute notice to all Owners.
- U. "Owner" shall mean and refer to the owner as shown by the records of the Association (whether it be the Declarant, one or more persons, firms

or legal entities) of fee simple title to any Lot or Residential Property located within the Property. Owner shall not mean or refer to the holder of a mortgage or security interest, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

- V. "Properties" or "Property" shall mean and include the real property described in Exhibit "A" attached hereto and when added in accordance with the terms and conditions hereof, shall also include real property which is in the future subjected to this Declaration under the provisions of Article II hereof.
- W. "Residential Lot" shall mean and refer to a detached single family residential dwelling Lot, which has thereon a single family detached dwelling for which a certificate of occupancy has been issued by the appropriate governmental authorities.
- X. "Supplemental Declaration" shall mean any supplement, amendment or modification of this Declaration.
- Y. "Surface Water or Storm Water Management System" means a system which is designed and constructed or implemented with respect to the Properties to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.
- Z. "Turnover" shall mean the transfer of operation of the Association by the Declarant as described in Article IX hereof.
- AA. "Voting Member" shall mean any Residential Property Owner as to the votes allocated to a Class A member. All vote allocations are as provided in Article III, Section 2.A. hereof.

ARTICLE II PROPERTY SUBJECT TO DECLARATION

Section 1. Existing Property. The real property initially subject to this Declaration is the Property described in Exhibit "A" to the Declaration of Protective Covenants, Conditions, Restrictions, Charges and Liens of Heron Ridge Estates dated November 10, 1998 and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach ("Clerk's Office"), in Deed Book 4019 at Page 1699 on January 22, 1999.

Section 2. Additional Property.

- A. Lands Added by Developer without Consent of Owners. Additional Property may be annexed by the Declarant in whole or in part, from time to time, without the consent of Members or anyone except Declarant, within thirty (30) years of the date of recordation of this Declaration, or so long as Declarant is a Class D Member of the Association. Upon annexation of said Additional Property, the Owners of the Additional Property so annexed for all intents and purposes shall be deemed to be Members of the Association in accordance with the provisions of this Declaration and the land annexed shall be deemed to be part of the "Properties" under this Declaration. The Owners of the Lots shall be subject to this Declaration and to the Articles and Bylaws in the same manner and with the same effect of the original Lot Owners within the Properties, and the Additional Property which is annexed shall be encumbered by and subject to all the terms and conditions of this Declaration. When the Additional Property is annexed, the Declarant shall record a Supplemental Extending Declaration among the land records of the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, which Supplemental Declaration shall reference this Declaration and shall contain the legal description of the portion of the Additional Property which is annexed. The Supplemental Extending Declaration may also contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the provisions of this Declaration.
- B. Lands Added with Consent of Owners. Additional Residential Property, Common Area and Open Space may be annexed to the Properties with the consent of two-thirds (2/3) of the Members.
- C. No provisions of this Declaration shall be construed to require Declarant or any other person or entity to annex or withdraw any real property to or from the scheme of this Declaration.
- D. Upon a merger or consolidation of this Association with another association as provided in its Certificate of Incorporation or Bylaws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of this Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants, conditions and restrictions established upon any other properties. No such merger or consolidation,

however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Property except as hereinafter provided.

- E. In the event that either the Federal Housing Administration or the Veterans Administration insures or guarantees any mortgage encumbering a Lot, and the regulations or procedures of such agency require under such circumstances approval of annexations, withdrawals or mergers by such agency or determination by such agency that such annexation, withdrawal or merger is consistent with the general plan of development for Heron Ridge, then such approval or determination shall be a prerequisite to such annexation, withdrawal or merger.

**ARTICLE III
THE ASSOCIATION
STRUCTURE, MEMBERSHIP, VOTING RIGHTS AND DIRECTORS**

Section 1. Formation of the Association. Pursuant to the Virginia Nonstock Corporation Act, the Declarant formed HERON RIDGE ESTATES COMMUNITY ASSOCIATION, INC. (the "Association"), to own, operate, and maintain the Association Property, enforce the covenants, conditions and restrictions set forth in this Declaration and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and Bylaws of the Association, as the same may be amended from time to time. Subject to the additional limitations provided in this Declaration and the Articles of Incorporation, the Association shall have all the powers and be subject to the limitations of a nonstock corporation as contained in the Virginia Nonstock Corporation Act as the same may be amended from time to time.

Section 2. Membership. All Owners shall, upon becoming such, be deemed automatically to have become members and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from the ownership of any of the interests described in the definitions of the words "Owner" and "Declarant" as found in Article I of this Declaration.

The Association shall have one class of voting membership:

Class A. Members shall be all Owners and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. When more than one (1) person holds an interest in any Lot, and such persons be unable to agree on how their vote is to be cast, then such vote shall not be counted.

No action may be taken by the Association which would serve to impede the installation of Common Area facilities substantially represented in plans of public record particularly as they may have been required and/or approved by public agencies except with the assent of such principal parties including the Federal Housing Administration, the Veterans Administration, and the City of Virginia Beach, Virginia.

Section 3. Voting: Mortgagee's Control of Votes. Each Owner shall be entitled to one (1) vote for each Lot owned in any portion of the Property covered by this Declaration. Owners of each Lot on additional properties added to the scheme of this Declaration pursuant to Article II, Section 2 hereof shall be entitled to one (1) vote for each Lot owned. Notwithstanding anything to the contrary which may be contained in this Declaration, if a mortgage lender whose name appears on the records of the Association (i) holds a mortgage on a Lot which prohibits the mortgagor from voting contrary to the interest of the mortgagee; and (ii) notifies the Association prior to the date or initial date of canvas on the vote to be taken of its position on the matter being voted upon, a vote of the Lot Owner contrary to the position of such mortgage lender shall not be counted in such canvas.

Section 4. Interest in More Than One Lot. If any person or entity owns or holds more than one (1) Lot such Owner shall be entitled to the appropriate number of votes for each Lot.

Section 5. Lots Owned or Held by More Than One Person or by a Corporation. When any Lot is owned or held by more than one (1) person as tenants by the entirety, in joint or in common ownership or interest, such Owners shall collectively be entitled to only that number of votes prescribed therein or such Lot and if such Owners cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot. In the case of a corporate Owner, votes may be cast by an appropriate officer of such corporation.

Section 6. Holder of Security Interest Not a Member. Any person or entity which holds an interest in a Lot merely as security for the performance of an obligation shall not be a Member.

Section 7. Assigning Right to Vote. Any Owner shall be entitled to assign his right to vote, by power of attorney, by proxy or otherwise, provided that such assignment is made pursuant to the Bylaws of the Association. The Bylaws may require that the assignment specify the meeting or issue to which the assignment applies.

Section 8. Meeting and Voting Regulations. The Board of Directors of the Association may make such regulations, consistent with the terms of this Declaration and the Articles of Incorporation and Bylaws of the Association and the Virginia Nonstock Corporation Act as it may deem advisable for any meeting of its Members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members

for voting purposes, the establishment of representative voting procedures, the establishment of extended canvas periods for voting and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

Section 9. Selection of Directors. The nomination and election of Directors and the filing of vacancies on the Board of Directors shall be governed by the Bylaws of the Association.

Section 10. Powers and Duties of Directors. The powers and duties of the Board of Directors shall be as set forth in the Bylaws of the Association.

Section 11. Indemnification of Officers and Directors. Every director and officer of the Association shall be, and is hereby, indemnified by the Association against all expenses and liabilities, including fees of counsel, reasonably incurred by or imposed upon such director or officer in connection with any proceeding to which such officer or director may be a party, or in which such officer or director may become involved, by reason of being or having been a director or officer of the Association, or, any settlement thereof, whether or not such person is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the board approves such settlement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and shall not be exclusive of, all rights to which each such director or each such officer may otherwise be entitled.

ARTICLE IV EASEMENTS

Section 1. Drainage Easements. Declarant reserved certain easements which may be designated as "Private Drainage Easements" on any recorded subdivision plat pertaining to the Property for the purpose of conveying storm drainage from upstream and adjacent lots. All abutting property owners shall have the obligation to maintain the Private Drainage Easements until such time as said Easements are dedicated to and accepted by the City of Virginia Beach. Declarant reserves the right, without joinder of any property owner, to dedicate the Private Drainage Easements to the City of Virginia Beach. Nevertheless, all property owners are deemed, by virtue of their acceptance and recordation of a deed to their property, to agree to join in any such dedication and to obtain the joinder of their mortgage lender(s) in any such dedication if so requested by the City of Virginia Beach. Drainage flow shall not be obstructed or diverted from drainage easements. The Association shall have easements for and may, but shall not be required to, cut drainways for surface water wherever within the Open Space Easements and whenever such action may appear to the Association to be necessary to maintain

reasonable standards of health, safety and/or appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other action reasonably necessary to install utilities and maintain reasonable standards of health, safety and/or appearance, but shall not include the right to disturb any improvements erected within the Properties which are not located within the specific easement areas designated on the plats or in this Declaration. Except as provided herein, existing drainage and drainage swales (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels. No Owner of a Lot may alter any elevations and slopes except upon written consent of the City of Virginia Beach and the Association.

Section 2. Open Space Easement Areas. The Plats of the Properties may include open space/buffer easement areas along the rear portion of lots abutting the Golf Course Property which may, but will not necessarily, be improved with landscaping, sod, irrigation facilities and other amenities. Said areas may be dedicated to the Association or the Association may be granted an easement with respect thereto, and the Association may be required to maintain same.

Section 3. Drainage and Impoundment Easements and Maintenance Easements. The plats of the Properties include both Drainage and Impoundment Easements and Maintenance Easements along the rear of certain Lots abutting storm water impoundment lakes which are located primarily on the Golf Course Property. The Maintenance Easements are granted for the purpose of providing the City of Virginia Beach and the owner or lessee of the Golf Course Property with access to the Drainage and Impoundment Easements to facilitate their reasonable maintenance.

With respect to the Drainage and Impoundment Easements, maintenance responsibilities of the City of Virginia Beach and/or the owner or lessee of the Golf Course Property are set forth in (i) that certain Storm water Management Facilities Maintenance Agreement dated December 1, 1997, duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 3900, at page 1997; (ii) the City's Storm water Management Ordinance and regulations and policies promulgated thereunder currently in effect and as amended from time to time; and (iii) applicable provisions of the Code of Virginia of 1950, as amended, and regulations promulgated thereunder. The City of Virginia Beach and the owner or lessee of the Golf Course Property shall each have the right to maintain the banks/slopes around the lakes, including the right to cut, remove and replant any trees, bushes or shrubbery; the right to make any gradings of the soil; and the right to take any other action reasonably necessary to maintain the storm water impoundment lakes.

No Owner of a Lot may alter any elevations of the storm water impoundment lakes and their bank side slopes on any portion of a Lot located within either Easement except upon written consent of the Public Works Department of the City of Virginia Beach and the Association. The Owner of any Lot abutting a storm water impoundment lake may plant and maintain grass between the edge of the

water of the storm water impoundment lake and the rear property line of such Owner's Lot.

Section 4. Golf Cart Path Easements. There is hereby created, declared and reserved for the benefit of the owner or lessee from time to time of the Golf Course Property and all members and guests from time to time of the Golf Course Property, a non-exclusive golf cart path easement over and upon all golf cart path easement areas, if any shown as such on any plat of the Properties, together with a non-exclusive easement and license unto such benefited parties to enter upon such golf cart path easement areas for the purpose of constructing, installing, inspecting, operating, maintaining, repairing or replacing from time to time a golf cart path (paved or unpaved) and for ingress, egress and passage thereover by way of, and for the use and operation thereon of electric or other powered golf carts.

Section 5. Recreation Easement. There is hereby created, declared, granted and reserved for the benefit of the owner and any lessee from time to time of the Golf Course Property and their respective employees, agents, invitees, members and guests a non-exclusive easement for ingress and egress, to, from, over and upon all portions of the Property, for the purpose of allowing golf balls to travel over and into and to come to rest upon and be retrieved from any and all portions of the Property; provided, however, that if any golf ball comes to rest in a portion of a Lot which has been fenced in accordance with this Declaration, so as to preclude access, no easement for retrieval of the golf ball shall exist. Further, neither the Declarant, nor the Association, any Member or any other owner or any lessee from time to time of the Golf Course Property nor their respective employees, agents, invitees, members or guests shall have any liability or responsibility for any property damage occasioned by or personal injury to any person, whether an Owner, a member of such Owner's family or any employee, agent, guest or invitee of such Owner, who or which is accidentally struck by a golf ball.

Section 6. Irrigation "Overspray" Easement. There is hereby created, declared, granted and reserved for the benefit of the Association and the owner, and any Lessee from time to time, of the Golf Course Property an easement over and upon that portion of those lots which lie within thirty (30) feet of the Golf Course Property. This easement permits the occasional unintentional and inadvertent overspray of limited quantities of water from mechanized irrigation systems utilized to maintain vegetation on the Golf Course Property and the Open Space Easement Areas adjacent to the Golf Course Property.

Section 7. Discharge into Water Bodies. Nothing other than storm water and irrigation waters may be discharged into any lake, swale, canal, or other body of water located within or adjacent to the Properties without the Association's and the City of Virginia Beach's prior written consent. The construction and/or installation by any party of any device through which water is drawn from a body of surface water shall be subject to the prior written approval of the Association and the City of Virginia Beach. Irrigation water may not be withdrawn from any

body of surface water within or partially within the Properties by any party other than the Declarant or the City of Virginia Beach without the consent of the City of Virginia Beach and the Association, which consent may be withheld in the sole discretion of the City of Virginia Beach or the Association.

Section 8. Extent of Easements. The rights and easements created in this Article IV shall be subject to the right of the Association to give, dedicate, mortgage or sell all or any part of the Association's Property interests to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be determined by the Association; provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized by the affirmative vote of two-thirds (2/3) of the votes cast at a duly called meeting of the Members of the Association, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent at least thirty (30) days prior to such meeting to every Member entitled hereunder to vote. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Property, prior to the recording in the Office of the Clerk of the Circuit Court of the City of Virginia Beach, Virginia thereof. Such certificate shall be conclusive evidence of authorization by the Members.

ARTICLE V ASSESSMENTS

Section 1. Imposition, Personal Obligation, Lien. Each Lot Owner, by becoming an Owner by the acceptance of a deed or otherwise, whether or not such deed or any other instrument pursuant to which title was obtained so provides, shall be deemed to covenant and agree to pay to the Association:

- A. Annual assessments or charges for the maintenance of Association easements and property, and the City owned land located immediately adjacent to the Association Property ("Maintenance Assessments"); and
- B. Special assessments for capital improvements ("Special Assessments");

together hereinafter being referred to as "Assessments".

The Assessments shall be fixed, established and collected from time to time as hereinafter provided. Each Assessment (or installment payment thereof) together with such late charges, interest thereon and costs of collection as hereinafter provided, shall be a charge and continuing lien upon the Lot against which the Assessment is made and shall also be the personal obligation of the Owner of such Lot at the time the Assessment falls due.

Section 2. Annual Assessments. The Association shall levy against the Lots and the Owners thereof, annual assessments as provided herein. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement and operation of the Surface Water Management System, Open Spaces and entrance feature and to provide services which the Association is authorized or required to provide including, but not limited to, the payment of taxes and insurance premiums, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions. The Association may establish reserve funds to be held in reserve in an interest-bearing account or investments as a reserve for (a) major repairs to Common Property that must be replaced on a periodic basis; (b) emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss; (c) insurance premiums or taxes; and (d) such other items as the Board may deem appropriate.

Section 3. Special Assessments. In addition to the annual assessments authorized by Section 2 hereof, the Association may levy against the Lots and the Owners thereof special assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of a described capital improvement upon easements or Common Areas, including the necessary fixtures and personal property related thereto or for other purposes as determined by the Board.

Section 4. Individual Assessments. The Association may impose an individual assessment upon any Owner whose use or treatment of Common Areas, a Residential Unit or Residential Property is not in conformance with the standards as adopted by the Association or which increases the maintenance cost to the Association above that which would result from compliance by the Owner with the use restrictions imposed by this Declaration. The maximum amount of such assessment shall be equal to such cost incurred plus ten percent (10%) of the costs for administration and may be enforced in the manner provided for any other assessments.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall be due and payable annually unless the Board of Directors establishes other periods for payment.

Section 6. Duties of the Board Regarding Rosters. The Board shall prepare a roster of Owners and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand, at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association,

setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 7. Determination of Allocation of Assessments. The number of Lots used for the calculation of annual assessments shall be determined as of the ownership of record thirty (30) days prior to the commencement of the fiscal year of the Association and once so determined shall be controlling for the entire fiscal year.

Section 8. Non-Payment of Assessment. If an Annual Assessment, or installment thereof, is not paid on the due date, established pursuant to this Article, then the balance of the Annual Assessment shall be deemed delinquent. Any delinquent assessment payment, together with such interest thereon, accelerated future installments, if any, and cost of collection thereof, and reasonable attorneys' fees, whether or not legal action is initiated, as herein provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner and such Owner's heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then Owner to pay such assessment shall remain such Owner's personal obligation and shall not pass to such Owner's successors in title unless expressly assumed by them.

If the Assessment or any installment hereof is not paid within ten (10) days after the due date, the Association may impose a late charge or charges in such amount or amounts as the Board of Directors deems reasonable. The Assessment shall bear interest from the due date at such rate as may be fixed by the Board of Directors from time to time, such rate not to exceed the maximum rate of interest then permitted by law. Unless otherwise fixed by the Board of Directors, the rate of interest shall be eight percent of the outstanding balance *per month*. The Board of Directors may accelerate remaining installments, if any, of such Assessment upon notice thereof to the Owner. The Association may bring legal action against the Owner personally obligated to pay the same or foreclose the lien against the property. In the event the Association employs an attorney due to non-payment of assessments or part thereof or to file and/or foreclose the lien against the property, the Owner shall be personally obligated to pay reasonable attorneys' fees and all other costs incurred or paid by the Association in connection therewith, even if no suit is filed or if the matter is settled prior to any court action, in addition to any other amounts due to the Association and any other relief or remedy obtained by or available.

Once an Assessment is deemed delinquent as described above, any payments received from the Owner shall be applied in the following order: attorney's fees, other costs of collection, late charges, interest, and then the delinquent Assessment or installments thereof beginning with the amounts past due for the longest period.

Dissatisfaction with the quantity or quality of maintenance services furnished by the Association shall, under no circumstances, entitle any Lot Owner to withhold or fail to pay the Assessments due to the Association for the Lot or Lots owned by such Owner.

There is hereby created a lien, with power of sale, on each and every Lot within the Development to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under the Restrictions, together with interest thereon. If any assessment remains delinquent for thirty (30) days, the Association may elect to record in the deed records a lien on behalf of the Association against the Lot of the defaulting Owner in the appropriate Clerk's Office. Such a claim of lien shall be executed by any officer or managing agent of the Association, and shall contain substantially the following information:

- A. The name of the delinquent Owner;
- B. The legal description and street address of the Lot against which claim of lien is made;
- C. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney's fees (with any proper offset thereof);
- D. That the claim of lien is made by the Association pursuant to this Declaration; and
- E. That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon recordation of a duly executed original or copy of such a claim of lien, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied. Such a lien shall have a priority over all lien or claims treated subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessments on any lot in favor of any municipal or other governmental assessing unit, and the liens which are specifically described hereinafter. Any such lien may be foreclosed by appropriate action in court or in the manner provided by the Virginia Property Owners' Association Act, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey such Lot. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest, and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Lot in the Development, hereby

expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 9. Notice of Default. The Board of Directors, when giving notice to an Owner of a default in paying Assessments, may, at its option, or shall, at the request of a mortgagee, send a copy of such notice to each holder of a mortgage covering such Lot whose name and address appears on the Board's records. The mortgagee shall have the right to cure the Owner's default with respect to the payment of said Assessments.

Section 10. Right to Maintain Surplus. The Association shall not be obligated in any calendar year to spend all the sums collected in such year by way of Maintenance Assessments or otherwise, and may carry forward as surplus any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Maintenance Assessments in the succeeding year, but may carry forward from year to year such surplus as the Board of Directors in its absolute discretion may determine to be desirable for the greater financial security and the effectuation of the purposes of the Association.

Section 11. Assessment Certificates. Upon written demand of an Owner or lessee with respect to a Lot which he or she owns or leases (or any prospective purchaser, lessee, occupant, mortgagee or title insurer of such Lot), the Association shall, within a reasonable period of time, issue and furnish a certificate in writing signed by an officer or designee of the Association setting forth with respect to each Lot as of the date of such certificate: (i) whether the Assessments, if any, have been paid; (ii) the amount of such Assessments, including interest and costs, if any, due and payable as of such date; and (iii) whether any other amounts or charges are owing to the Association, e.g. for the cost of extinguishing violation of this Declaration. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of such certificates. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any *bona fide* purchaser, lessee or title insurer of, or lender on the Lot on which such certificate has been furnished.

Section 12. Subordination of Assessment Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage of record now or hereafter placed upon any Lot subject to such Assessments; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

Section 13. Right to Borrow and Mortgage. In order to fulfill the purposes set forth herein, the Association may borrow funds from any recognized lending institution, and in conjunction therewith mortgage its properties. The amount,

terms, rate or rates of all borrowing and the provisions of all agreements with noteholders shall be subject solely to the discretion of the Board of Directors.

Section 14. Repayment of Monies Borrowed. In order to, secure the repayment of any and all sums borrowed from time to time, the Association is hereby granted the right and power:

- A. To assign and pledge all revenues received and to be received by it under any provision of this Declaration including, but not limited to, the proceeds of the maintenance assessments hereunder;
- B. To enter into agreements with noteholders with respect to the collection and disbursements of funds, including, but not limited to, agreements wherein the Association covenants to:
 - (1) assess the maintenance assessments on a given day in each year and, subject to the limitation in amount specified hereunder, to assess the same at a particular rate or rates;
 - (2) establish sinking funds and/or other security deposits;
 - (3) apply all funds received by it first to the payment of all principal and interest on such when due, or to apply the same to such purpose after providing for costs of collection;
 - (4) establish such collection, payment and lien enforcement procedures as may be required by the noteholders;
 - (5) provide for the custody and safeguarding of all funds received by it.

ARTICLE VI MAINTENANCE BY THE ASSOCIATION

Section 1. Maintenance and Repair by the Association. All maintenance and replacements of all landscaped areas including any landscaped areas located within any public right-of-way immediately adjacent to Association Property, and the maintenance, repair and replacement of any identification or directional signs and/or entrance features installed by or at the direction of the Association shall be the responsibility of, and at the cost and expense of the Association.

The Association shall be responsible for the maintenance of all shrubbery and any other plantings installed by or at the direction of the Association on Association Property or in Open Space Easements or landscape easements dedicated to the Association, the City of Virginia Beach or the Owner or Lessee of the Golf Course Property.

Section 2. Repairs and Maintenance Which Are Not the Responsibility of the Association. The Association shall not be responsible for (i) the maintenance, repair or replacement of any buildings or structures not owned by the Association; or (ii) the maintenance, repair or replacement of any sewer lines, water lines or other utility lines.

Any maintenance, repair or replacement necessary to preserve the appearance and value of the Property made pursuant to Section 1 of this Article, but which is occasioned by a negligent or willful act of omission of an Owner (including (1) any family member, tenant, guest or invitee of such Owner, (2) any family member, guest or invitee of the tenant of such Owner, and (3) any guest or invitee of (i) any member of such Owner's family, or (ii) any family member of the tenant of such Owner) shall be made at the cost and expense of such Owner. If such maintenance, repair or replacement is performed by the Association, it shall not be regarded as a common expense, but shall rather be considered a special expense allocable to the specific Lot and such cost shall be added to that Owner's Maintenance Assessment and, as part of that Assessment, shall constitute a lien on the Lot, to secure the payment thereof.

Section 3. Quality and Frequency of Maintenance and Repairs. All maintenance, repair and replacement, whether or not performed by the Association, shall be of a quality and appearance consistent with the enhancement and preservation of the appearance and value of the Property. The Association may establish reasonable schedules and regulations for maintenance, repair and replacement of Lot exteriors, walkways, driveways, fences, lawns and planting on the Property, which schedules and regulations shall take into account the useful life of any painting and exterior materials and the enhancement and preservation of the appearance and value of the Property. The Association may not, by act or omission, change, waive or abandon any such schedules or regulations, unless consented to in writing by not less than two-thirds (2/3) of the total votes of all Owners (excluding the Developer) voting in person or by proxy, written notice of which shall be sent to all Lot Owners and lending institution first mortgagees of Lots whose names appear on the records of the Association at least forty (40) days in advance of the date or initial date of voting thereon, setting forth the purpose of the vote. In addition, any such change, waiver or abandonment shall not be made if lending institutions which together are first mortgagees of thirty-three and one-half percent (33-1/2%) or more of the Lots advise the Association in writing, prior to the date set for voting on the proposed change, waiver or abandonment, that they are opposed to such action, which opposition must not be unreasonable.

Section 4. Access for Repairs. The Association (and its employees, contractors and agents) shall, upon reasonable notice to the Owner(s), have the right to enter upon any portion of the Property and into and upon any Lot at any reasonable hour to carry out its functions as provided for in this Article, except that, in an emergency, the Association shall have the right, without notice, to enter upon any portion of the Property and into any Lot to make necessary repairs or to

prevent damage to any Lot or any portion of the Property. The repair of any damage caused in gaining access in an emergency shall be at the expense of the Association.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Establishment of Design Review Committee. There is hereby established a Design Review Committee ("DRC").

Section 2. Duties and Functions of DRC. The duties, powers and responsibilities of the DRC shall be as follows:

- A. The DRC shall consist of two (2) or more persons designated by the Board. The Board shall appoint the members of the DRC and shall provide for the terms of the members of the DRC. Members of the DRC need not be officers, directors or members of the Association. A majority of the DRC may take any action of the DRC and may designate a representative to act for it. In the event of death, disability or resignation of any member of the DRC, a successor shall be designated as provided in this Section.

- B. The DRC shall have the right of specific approval or veto of all architectural, engineering, platting, planning, drainage and landscaping aspects of the improvement or development of any individual Lot or parcel of land within the Properties.

- C. No building, wall, walk, dock, pool, enclosure or addition to a house or other structure shall be constructed, erected, removed or maintained nor shall any addition to nor any change or alteration therein be made until the plans showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the DRC. In approving or disapproving plans, the DRC shall consider the suitability of the proposed building, improvements, structure or landscaping and materials, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. The DRC may disapprove any submitted plans for any of the following reasons:
 - i) failure of such plans to comply with any protective covenants, conditions and restrictions contained in the Declaration and which benefit or encumber the Lot or other portion of the Property;

- ii) failure to include information in such plans as requested;
- iii) objection to the site plan, exterior design, appearance or materials of any proposed improvements, including without limitation, colors or color scheme, finish, proportion, style of architecture, proposed parking;
- iv) incompatibility of proposed improvements or use of proposed improvements with existing improvements or uses in the vicinity;
- v) failure of proposed improvements to comply with any zoning, building, health or other governmental laws, codes, ordinances, rules and regulations;
- vi) any other matter which in the judgment and sole discretion of the DRC would render the proposed improvements, use or uses, inharmonious or incompatible with the general plan of improvement of the property or portion thereof or with improvement or uses in the vicinity.

In the event the DRC shall fail to specifically approve or disapprove the plans submitted in final and complete form, within thirty (30) days after written request for approval or disapproval, such plans shall be deemed approved.

- D. Upon approval or qualified approval by the DRC of any plans submitted pursuant hereto, the DRC shall notify the applicant in writing of such approval or qualified approval, which notification shall set forth any qualifications or conditions of such approval, shall file a copy of such plans as approved for permanent record (together with such qualifications or conditions, if any), and, if requested by the applicant, shall provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval. Approval of any such plans relating to any Lot or portion of the Property shall be final as to such Lot or portion of the Property and such approval may not be revoked or rescinded thereafter, provided: (i) the improvement or uses approved are not substantially changed or altered; (ii) that the improvements or uses shown or described on or in such plans do not violate any protective covenants, conditions or restrictions set forth in the Declaration which benefit or encumber the Lot or portion of the Property; and (iii) that such plans and any qualifications or conditions attached to such approval of the plans do not violate any applicable governmental law, rule or regulation, zoning, building, health or other code or ordinance. Approval of any plans for use in connection with any Lot or portion of the Property shall not be deemed a waiver of the right of the DRC to disapprove

similar plans or any of the features or elements included therein if such plans, features or elements are subsequently submitted for use in connection with any other Lot or portion of the Property.

- E. In any case where the DRC disapproves any plans submitted hereunder, the DRC shall so notify the applicant in writing together with a statement of the grounds upon which such action was based. In any such case, the DRC shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval. An applicant may appeal any disapproval to the Board of Directors, and such appeal shall be in writing and received by the Secretary within seven (7) days of the receipt of the written disapproval. The Board shall act on the appeal within forty-five (45) days of the Secretary's receipt of the written appeal; failure of the Board to act in a timely manner shall constitute an approval.
- F. Subject to the provisions of Subsection I below, the DRC may from time to time promulgate rules and regulations governing the form and content of plans to be submitted for approval or with respect to the approval or disapproval of certain types of alterations, additions or modifications to improvements, or uses; provided, however, that no such rule or regulation shall be deemed to bind the DRC to approve or disapprove any plans submitted for approval, or to waive the exercise of the Committee's discretion as to such plans, and provided further that no such rule or regulation shall be inconsistent with the provisions of the Declaration or any applicable governmental law, code, ordinance, rule or regulation.
- G. The DRC may authorize its subcommittees or individual members of the DRC to perform any or all of the functions of the Committee as long as the number and identity of such members, the functions and scope of authority have been established by a resolution of the entire DRC. The approval or disapproval of plans by the individual member or subcommittee will be subject, however, to the reasonable review of the DRC, in accordance with procedures to be established by the Committee.
- H. Certificate. Upon written request of any Owner, or any prospective Owner, mortgagee, or title insurer of a Lot or other portion of the Property, title to which has been previously transferred from the Declarant, the DRC shall, within a reasonable period of time, issue and furnish to the person or entity making the request a certificate in writing ("Design Review Committee Certificate") signed by a member of the DRC stating, as of the date of such Certificate, whether or not the Lot or other portion of the Property, or any improvements thereof, violates any of the provisions of the Declaration pertaining to exterior appearance, design or maintenance and describing such violations, if any. A reasonable charge, as determined by the DRC, may be imposed for issuance of such Design Review Committee Certificate. Any such Design Review Committee

Certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and the party to whom such Certificate was issued.

- I. The controls set forth in this Article and any rules or regulations shall not, by act or omission, be changed, waived or abandoned, unless consented to in writing by not less than two-thirds (2/3) of the total votes of all Owners and Declarant voting in person or by proxy, written notice of which change shall be sent to all Lot Owners and lending institution first mortgagees of Lots whose names appear on the records of the Association at least forty (40) days in advance of the date or initial date set for voting thereon and shall set forth the purpose of the vote. In addition, any such change, waiver or abandonment shall not be made if lending institutions which together are first mortgagees of thirty-three and one-third percent (33- 1/3%) or more of the Lots advise the Association in writing, prior to the date or initial date set for voting on the proposed change, waiver or abandonment, that they are opposed to such action, which opposition must not be unreasonable.
- J. There is specifically reserved unto the DRC, the right of entry and inspection upon any Residential Lot for the purpose of determination by the DRC as to whether there exists any construction of any improvement which violates the terms of any approval. by the DRC or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference.
- K. The DRC has the right, but not the obligation, to grant waivers for minor deviations and infractions of these covenants. The granting of any waiver for any portion of the Properties may be given or withheld in the DRC's sole discretion and a prior grant of a similar waiver shall not impose upon the DRC the duty to grant new or additional requests for such waivers.
- L. The Association, Declarant, DRC or any officer, employee, director or member thereof shall not be liable in any way to any persons submitting plans for approval by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans. Every person who submits plans for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit whatsoever against the Association, Declarant or DRC or any officer, employee, director or member thereof.

ARTICLE VIII

GENERAL COVENANTS AND RESTRICTIONS; ENFORCEMENT

Section 1. Compliance by Owners; Initial Rules and Regulations. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Board. The following are the initial Rules and Regulations of the Association, which may be amended, modified or added to from time to time as provided in Article X, Section 7 of this Declaration.

- A. Residential Use: The Properties subject to these restrictions, except as may be shown on the Plan, shall be used for residential living units and related recreational facilities only and for no other purposes except as specifically permitted herein. Provided, however, upon approval of the Board and subject to the regulations of applicable governmental authority, designated home occupations may be permitted.
- B. Accessory Improvements: No structure of a temporary nature or character, including but not limited to, tents, trailers, house trailers, mobile homes, campers, vans, motor homes, recreational vehicles, shacks, sheds, barns, boats, tanks, ramps, bowls, or platforms for use by skateboards, in-line roller skates, roller skate or bikes, or temporary or accessory buildings or structures shall be erected or permitted to remain on the Properties without prior written approval of the DRC. All accessory buildings must be approved in writing by the DRC. No exterior air conditioning unit, solar panels, burglar bars or similar equipment attached to the exterior of a building may be installed or modified without the prior written approval of the DRC. No basketball hoops, swings or other play equipment may be erected, placed or maintained on any Lot, except with the prior written approval of the DRC.
- C. Trash and Garbage: Trash storage and collection shall be in accordance with the Rules and Regulations. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers shall be stored so that they cannot be seen from surrounding property or from the street(s) adjacent to the Lot, except on days of trash collection.
- D. Burial of Pipe and Tanks: No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Properties above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No property shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth. Provided, however, that nothing contained herein shall prohibit or restrict removal of fill or earth materials to construct or create approved drainage structures or landscaped berms.

- E. Nuisance: Nothing shall be done on the Properties which is illegal or which may be or may become an annoyance or nuisance to the neighborhood, including, but not limited to, offensive odors and noises. In the event of any questions as to what may be or become a nuisance, such questions shall be submitted to the Board of Directors for a decision in writing and its decision shall be final.
- F. Weeds and Underbrush: No weeds, underbrush, or other unsightly growths (such as, without limitation, grass which is more than 6 inches tall) shall be permitted to grow or remain upon the Properties and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event an Owner shall fail or refuse to keep his Residential Property free of weeds, underbrush, sight obstruction, refuse piles or other unsightly growths or objects, then the Association may enter upon said Residential Property and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass; except, however, that the Owner shall be given fifteen (15) days prior written notice of such action.
- G. Vehicle Parking: All commercial vehicles and recreational vehicles (as defined in the Virginia Beach City Code), trailers, self-propelled motorhomes, and boats shall be parked in enclosed garages at all times, subject to an exception for temporary (i.e. not overnight) parking by visitors, guests, invitees, contractors, maintenance companies, etc., unless expressly permitted by the Board of Directors and only in such parking areas or for such time periods (if any) as may be designated by the Board. No unregistered or inoperable motor vehicle or trailer of any kind may be disassembled, serviced or repaired on the Properties except in an enclosed garage with the garage door remaining closed at all times.
- H. Clothes Drying Area: No portion of any of the Properties shall be used as a drying or hanging area for laundry of any kind unless the area is fully screened by fencing or landscaping from view from adjacent property or streets.
- I. Antennas and Aerials: No exterior antenna, satellite dish or similar exterior improvement shall be maintained upon the Property without the prior written approval of the DRC; provided, however, that the Association shall not prevent access to telecommunications services in violation of applicable law, including the Federal Telecommunications Act of 1996 and rules promulgated by the Federal Communications Commission pursuant thereto. Exterior antennas, satellite dishes greater than one meter (39 inches) in diameter, or amateur radio equipment generally will not be allowed upon the Property; provided, however, that: (i) an Owner may install an antenna permitted by the Association's antenna rules upon prior written notice to the DRC; (ii) the DRC may approve other antennas in the appropriate circumstances; and

- (iii) the DRC may establish additional or different guidelines for antennas as technology changes. Notwithstanding the foregoing, the Board of Directors may install and maintain antennas, satellite dishes and similar equipment on the Common Area to serve the Property.
- J. Drainage: No changes in elevations of any portion of the Properties subject to this Declaration shall be made which will cause undue hardship to adjoining real property within the Properties or the Golf Course Property.
- K. Underground Wires: No cables, lines or wires for communication or the transmission of electrical current shall be constructed, placed or permitted to be placed on the Lots unless the same shall be underground and specifically permitted by the appropriate local authority and in writing by the DRC.
- L. Animals: No horses, cattle, swine, goats, poultry, fowl, reptiles, exotic animals or any other animals not commonly considered household pets (defined for the purpose of the provision to include only dogs, cats, aquarium fish and caged birds) shall be kept on the Properties. Under no circumstances shall any commercial or business enterprises involving the use, care or treatment of animals be conducted on the Properties. All dogs shall be kept on a leash when not on the pet owner's Lot and no animal shall be allowed to roam unattended. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on the Properties. Any Owner who keeps or maintains any animal upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association and every other Owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Property. All animals shall be registered and inoculated as required by law. The Board of Directors may establish reasonable fees for registration of animals not to exceed the estimated additional costs incurred by the Association due to the presence of such animals. Any animal causing or creating a nuisance or unreasonable disturbance or noise, or is otherwise in violation of law, shall be permanently removed by the Owner from the Property upon ten days written notice from the Board of Directors.
- M. Business: Except as expressly contemplated in the Plan, no manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever will be conducted or carried on upon the Properties or in any building or other structure erected thereon, unless permitted pursuant to Section 1(A) above. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.

- N. Maintenance of Parking Areas, Etc.: All setback areas, yards, walkways, driveways and parking areas and drainage swales shall be maintained and kept in a neat and clean condition, free of refuse and debris.
- O. Maintenance of Landscaped Areas: All landscaped areas (to the paved public right-of-way) shall be maintained in live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged shall be replaced with similar, sound, healthy plant materials.
- P. Fences: No fences or wall may be installed except in compliance with guidelines established by the DRC or without approval, in writing, from the DRC. If any wall can be seen from any street or roadway immediately in front of the Lot (and from the side of the Lot if a corner Lot) then the same must be shielded by mature opaque landscaping such that not less than fifty percent (50%) of the portion of the wall visible from the street or roadway shall be covered by the landscaping at the time of planting. Provided further, that any such landscaping must be aesthetically compatible with the existing landscaping of the Residential Unit. Further, no fence or wall shall be located in the rear of any Lot abutting the Golf Course Property, except fences around swimming pools, and all such fences around swimming pools must be outside of the open space easement and shall require prior written approval of the DRC.
- Q. Signs: No sign of any kind (including flags and banners) shall be displayed to the public view on any Residential Property or Residential Lot without the approval of the DRC, subject to rules and regulations adopted by the Board.
- S. Storm water: No structure, fence or landscaping that interferes with the storm water drainage and retention system within the boundaries of the Properties shall be permitted and no refuse shall be placed upon or allowed to remain on any part of any Lot within any easement area for storm water drainage or retention, and the storm water drainage and retention areas, including drainage swales or retention ponds, shall not be filled or otherwise changed so as to alter or block the flow or the quantity of water. Owners of Lots within which any easement for storm water drainage or retention lines or swales are located may be required by the Association or the City of Virginia Beach to be responsible for the maintenance of such easement areas to permit the flow and retention of water in accordance with the storm water drainage and retention systems approved by applicable governmental authorities. If any Owner shall fail to comply with any part or all of the restrictions contained in this Section, the Association shall notify the Owner in writing, shall have the right to correct such failure to comply herewith, and to assess and collect the cost thereof and shall have a lien upon the Lot upon which the work was performed.

- T. Wells: No well, for any purpose other than irrigation, shall be permitted on the Properties and any such irrigation well must be approved in writing by the DRC and shall comply with all governmental requirements related thereto.
- U. Garages and Garage Doors: Dwelling units shall have an enclosed garage for a minimum of two (2) automobiles, and all garage doors of any Residential Unit shall remain closed at all times when not in use for entry and exit to and from the garage.
- V. Swimming Pools: Any swimming pool, screening or fencing related thereto to be constructed on any Lot shall be subject to the approval and requirements of the DRC. Aboveground swimming pools are strictly prohibited.
- W. Mailboxes: The location, size, shape and color of all mailboxes shall require DRC approval prior to installation.
- X. Further Restrictions: These restrictions are intended to be minimum restrictions applying to the Properties.
- Y. Non-Waiver: No delay in enforcing these covenants and restrictions as to any breach or violation thereof shall impair, damage or waive the right of the Association to enforce the same, to obtain relief against or recovery for continuation or repetition of such breach or violation or of any similar breach or violation thereof at a later time or times.
- Z. Dwelling Unit Sizes: Dwellings shall not exceed two and one-half (2-1/2) stories in height. The minimum dwelling size shall be 2500 square feet of living area excluding garage for one-story dwellings and 2800 square feet of living area, excluding garage for one and one-half (1-1/2), two (2) and two and one-half (2-1/2) story dwellings.
- AA. Drones. No drones, unmanned aerial vehicles (UAV), or similar remote or radio controlled aerial devices shall be allowed anywhere on the Property. Any devices found on Common Area will be confiscated by the Association, or its representative, deemed abandoned, and disposed of.

ARTICLE IX
ENFORCEMENT, AMENDMENT AND DURATION OF DECLARATION

Section 1. Declaration Runs with the Land. Each person or entity acquiring an interest in a Lot or other portion of the Property or otherwise occupying any portion of the Property (whether or not the deed, lease or any other instrument incorporates or refers to the Declaration) covenants and agrees for

him, her, or itself, and for his her or its heirs, successors and assigns, to observe, perform and be bound by the provisions of the Declaration including personal responsibility for the payment of all charges and may become liens against his, her or its property and which become due while he, she or it is the Owner thereof, and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Lot or other portion of the Property.

Section 2. Enforceability.

Section 2.A. Actions at Law or Suits in Equity. The provisions of the Declaration shall bind the Property and shall be construed as running with the Land and shall inure to the benefit of and be enforceable by the Association (being hereby deemed the agent for all of its Members), and by any Member or Owner, their respective legal representatives, heirs, successors and assigns, by actions at law or by suits in equity. As it may be impossible to measure monetarily the damages which may accrue to the beneficiaries hereof by reason of a violation of the Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

Section 2.B. Penalties and Charges. In addition or as an alternative to an action at law or suit in equity, the Board of Directors of the Association may, with respect to any violation of any rule or regulation, bylaw, or provision of this Declaration, after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary and non-monetary penalties, the amount and/or severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other person. Monetary penalties imposed against a Lot Owner or Lot occupant shall be deemed a Special Assessment against the Lot of such Owner or on which the Lot occupied by such occupant is located and, as such, shall be a charge and continuing lien upon such Lot, shall constitute a personal obligation of the Lot Owner, and shall be collectible in the same manner as Assessments under Article V of this Declaration.

Section 2.C. Legal Proceedings. Failure to comply with any of the terms of the Declaration or rules and regulations adopted by the Board shall be grounds for relief including without limitation, an action to recover any sums due for money damages, injunctive relief (in General District Court or Circuit Court), foreclosure of a lien for payment of assessments, any other relief provided for in this Declaration or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association or, if appropriate, by any aggrieved Owner and shall not constitute an election of remedies.

Section 2.D. Neighbor to Neighbor Disputes. The Association shall not be obligated to take enforcement action when a provision under the Declaration or rules and regulations involves a dispute solely between neighbors involving an

alleged nuisance or offensive behavior, not involving the Common Area and not involving a violation of the Association's architectural, design or maintenance standards. In any dispute between neighbors, residents must first work in good faith with each other to resolve their differences before the complaining Owner reports an alleged violation of the governing documents to the Association. An Owner's complaint to the Association about a neighbor must: (a) be in writing; (b) give as much detail as possible concerning the dispute; (c) provide specific information about what informal efforts to resolve the matter were undertaken by the complaining resident(s); and (d) provide the name, address, phone numbers, and email address of the complaining resident(s).

Section 3. No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of the Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or similar violation, occurring prior or subsequent thereto. No liability shall attach to the Declarant, the Association (or any officer, director, employee, Member, agent, committee or committee member) or to any other person or organization for failure to enforce the provisions of the Declaration.

Section 4. Obligation and Lien for Cost of Enforcement by Association. If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Declaration, or the rules and regulations promulgated hereto, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is (1) the Owner; or (2) any family member, tenant, guest or invitee of the Owner; or (3) a family member or guest or invitee of the tenant of the Owner; or (4) a guest or invitee of (i) any member of such Owner's family; or (ii) any family member of the tenant of such Owner, such costs shall also be a lien upon the Lot, Lot or other portion of the Property owned by such Owner, if any.

Section 5. Inspection and Entry Rights. Any agent of the Association (or the DRC) may at any reasonable time or times, upon not less than twenty-four (24) hours' notice to the Owner, enter upon a Lot or other portion of the Property to inspect the improvements thereon for the purpose of ascertaining whether the maintenance, construction or alteration of structures or other improvements thereon comply with the Declaration, or with rules and regulations issued pursuant hereto. Neither the Association nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. In addition to the above, the DRC determines that it is necessary to trim, cut or prune any tree, hedge or other planting because its location or the height to which or the manner in which it has been permitted to grow is unsightly, detrimental or potentially detrimental to persons or property or obscures the view of street traffic or is otherwise in violation of this Declaration the Association shall notify the Owner of the Lot or other portion of the Property who shall be obliged to remedy the violation. If the Owner fails to remedy the violation within thirty (30) days after such notice is given, then the Association may take such remedial action at the expense of the Owner.

Section 6. Default Notices to be Sent to Mortgagees. The Association shall be notified by each Lot Owner or such Lot Owner's mortgagee of the name of the mortgagee of any mortgage on such Owner's Lot. Upon receipt of such notice, the Association shall thereafter provide such mortgagee with a duplicate copy of any notice of default sent to such Owner with regard to the violation, by such Owner, of any provision of this Declaration. The Association shall give notice to any such mortgagee of any delinquency of greater than sixty (60) days.

Section 7. Amending or Rescinding. All amendments or a rescission of this Declaration, unless otherwise specifically provided for herein, may be made by obtaining the consent in writing of the Owners of not less than a majority of all Lots which are subject to this Declaration.. No rights or obligations specifically granted to the City of Virginia Beach shall be rescinded, vacated or amended without the prior written consent of the City of Virginia Beach, evidenced by its execution of an Amendment to this Declaration. In voting for such amendment or rescission, Owners shall have one (1) vote for each Lot owned.

In addition to the approval of the Owners as provided for herein, no amendment or rescission which substantially affects the interest of any lending institution shall be effective if lending institutions which together are mortgagees on one-third (1/3) or more of the Lots advise the Association in writing, prior to the date or initial date set for voting on the proposed amendment, that they are opposed to such amendment, which opposition must not be unreasonable. Written notice of any proposed amendment or rescission which substantially affects the interest of any lending institution first mortgagees shall be sent to all such lending institution first mortgagees whose names appear on the records of the Association at least thirty (30) days prior to the date or initial date set for voting on the proposed amendment or rescission.

Section 8. Owner Responsible for Tenants. Any lease of a Lot shall provide that the tenant shall comply in all respects with the terms of the Declaration, Bylaws, and rules and regulations, if any, of the Association. If a tenant is in violation of such Declaration, Bylaws or rules and regulations, the Board of Directors shall so notify the Owner of the Lot which such tenant occupies in writing by certified mail, return receipt requested. If the violation is not cured or eviction proceedings commenced against the tenant within fourteen (14) days after the Owner has received notice of such violation, the Board of Directors may pursue any remedies which it may have pursuant to Section 2 of this Declaration. The Board of Directors may suggest or require a standard form lease addendum for use by Owners. No Lot shall be used or occupied for transient or hotel purposes or in any event leased for an initial period of less than thirty-one days.

Section 9. When Amendment or Rescission Becomes Effective. Any amendment or rescission to the Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the Office of the Clerk of the Court. Such instrument need not contain the written consent of the

required number of Owners but shall contain a certification by the Board of Directors of the Association that the consents required for such amendment have been received and filed with the Board.

Section 10. Duration. The provisions of this Declaration unless amended or rescinded as hereinbefore provided, shall continue with full force and effect against both the Property and the Owners thereof until twenty (20) years from the date of initial recordation and shall, as then in force, be automatically, and without further notice, extended for successive periods of ten (10) years.

Section 11. Construction and Interpretation. The Association shall have the right to construe and interpret the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited by the provisions hereof.

Any conflict in construction or interpretation between the Association and any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association. The Association may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association shall take into consideration the best interest of the Owners and residents of the Property to the end that the Property shall be preserved and maintained as a high-quality community.

In granting any permit, authorization, or approval, as herein provided, the Association may impose any conditions or limitations thereon as it shall deem advisable under the circumstances in each case in light of the considerations set forth in the immediately preceding paragraph hereof.

If there is any conflict between the Association governing documents, this Declaration and then the applicable Supplemental Declaration shall control, except as to matters of compliance with the Virginia Nonstock Corporation Act, in which case the Articles of Incorporation shall control.

Specific provisions shall control general provisions, except that a construction consistent with the Virginia Property Owners' Association Act or Virginia Nonstock Corporation Act shall in all cases control over any construction inconsistent therewith. The provisions of the Bylaws shall control over any conflicting provision of any rule, regulation or other resolution adopted pursuant to any of the Association governing documents. The Association governing documents shall be construed together and shall be deemed to incorporate one another in full. Any requirements as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the others.

Section 12. Conflict with Municipal Laws. The protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.

Section 13. Zoning Variances. Unless the prior written consent of the DRC is first obtained, no Owner shall file a request for a zoning variance or zoning change affecting or relating to the development of any Lot on the property described in Exhibit "A".

Section 14. Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Association may be assigned to any person, corporation or association, which will assume the duties of the Association pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assume such duties, assignee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Association. Further, the Association may from time to time delegate any and all of its rights, powers, discretions and duties hereunder to such agent or agents as it may nominate.

Section 15. Change of Conditions. No change of conditions or circumstances court operate to amend any of the provisions of this Declaration, and the same may be amended only in the manner provided herein.

Section 16. Invalidity of Agreement or Declaration. The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

ARTICLE X GENERAL

Section 1. Headings and Captions. The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretations of the content thereof.

Section 2. Notice. Any notice required to be sent to any Owner or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Owner or mortgagee on the records of the Association at the time of such mailing.

Section 3. Right of Association to Transfer Interest. Notwithstanding any other provision herein to the contrary, the Association and its successors, shall at

all times have the absolute right to fully transfer, convey and assign its right, title and interest under this Declaration to any successor not-for-profit corporation or trust and, upon such assignment, the successor corporation or trust shall have all the rights and be subject to all the duties of said Association as set forth in this Declaration and shall be deemed to have agreed to be bound by all provisions hereof, to the extent as if the successor corporation or trust had been an original party and all references herein to the Board of Directors shall refer to the Board of Directors (or Trustees) of such successor corporation or trust. Any such assignment shall be accepted by the successor corporation or trust under a written agreement pursuant to which the successor corporation or trust expressly assumes all the duties and obligations of the Association. If, for any reason, the Association shall cease to exist without having first assigned its rights hereunder to a successor corporation or trust, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition the court of competent jurisdiction to appoint a trustee for the purpose of organizing a not-for-profit corporation or trust to take over the duties and responsibilities of the entity to exist, subject to the conditions provided for herein with respect to an assignment and delegation to a successor corporation or trust.

Section 4. Rights of Mortgagees, Etc. The holder, insurer, or guarantor of the mortgage of any Lot in the Development shall be entitled to timely written notice of any proposed action that requires the consent of a specified percentage of the eligible mortgage holders.

The Association shall have no duty to provide the foregoing unless such parties keep the Association advised in writing as to their mailing address and the address of the Lot in which they have an interest.

Section 5. Use of New Technology. Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by law now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent or approval required to be obtained; or (3) any payment required to be made, under the Association Documents may be accomplished using the most advanced technology available at that time if such use is a generally accepted business practice. The use of technology in implementing the provisions of this Declaration dealing with notices, payments, signatures, votes, consents or approvals shall be governed by this Section.

- A. Electronic Means. To the extent permitted by law, the Association and its Owners and occupants may perform any obligation or exercise any right by use of any technological means providing sufficient security, reliability, identification and verifiability. Acceptable technological means shall include without limitation electronic communication over the internet, the community or other network, whether by direct connection, intranet, telecopier or e-mail.

- B. Signature Requirements. Any requirement for a signature under the Association Documents may be satisfied by a digital signature meeting the requirements of applicable law.

- C. Voting Rights. Voting and approval of any matter under the Association governing documents may be accomplished by electronic means provided that a record is created as evidence thereof and maintained as long as such record would be required to be maintained in non-electronic form. Votes or approvals solicited by the Association which have been delivered to the Association prior to the commencement of the meeting for which those votes were solicited shall be considered present at the meeting for the purposes of establishing quorum and voting on those matters for which electronic votes or approvals were cast.

- D. Non-technology Alternatives. If any Owner, occupant or third party does not have the capability or desire to conduct business using electronic or other technological means, the Association shall make reasonable accommodation, at its expense, for such person to conduct business with the Association without use of such electronic or other means until such means has become generally (if not universally) accepted in the Hampton Roads area.

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SIGNATURES BEGIN ON THE NEXT PAGE

This Amended and Restated Declaration of the Heron Ridge Estates Community was properly ratified and adopted by owners of 2/3 of the lots in accordance with Article X, Section 9 of the existing Declaration and Virginia Code Section 55-515.1.

HERON RIDGE ESTATES COMMUNITY ASSOCIATION

By:

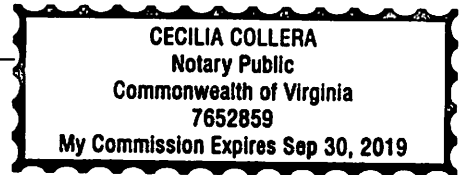

Ed Langford, President & Director

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

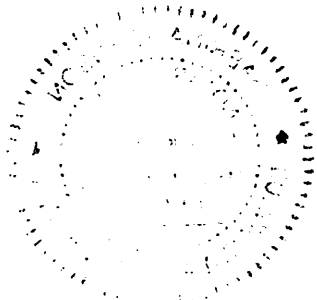
The foregoing instrument was acknowledged before me, a Notary Public in and for the Commonwealth and City/County aforesaid, this 30 day of JULY, 2019, by Ed Langford, as President and Director, on behalf of Heron Ridge Estates Community Association.

CECILIA COLLERA Collera
Notary Public

My commission expires: 09-30-19
My Notarial Registration Number is: 7652859



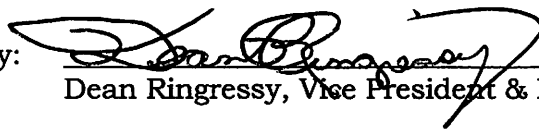
ENDORSEMENTS CONTINUE ON FOLLOWING PAGES



SCOTT FULTON
NOTARY PUBLIC
ID #7153626


EXP. 9.30.2019
COMMONWEALTH OF VIRGINIA

HERON RIDGE ESTATES COMMUNITY ASSOCIATION

By: 
Dean Ringressy, Vice President & Director

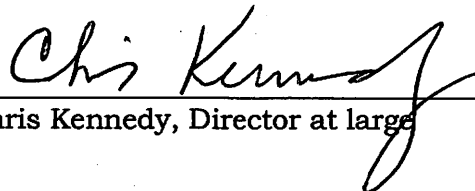
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Virginia Beach to-wit:

The foregoing instrument was acknowledged before me, a Notary Public in and for the Commonwealth and City/County aforesaid, this 1 day of August 2019, by Dean Ringressy, as Vice President and Director, on behalf of Heron Ridge Estates Community Association.


Notary Public

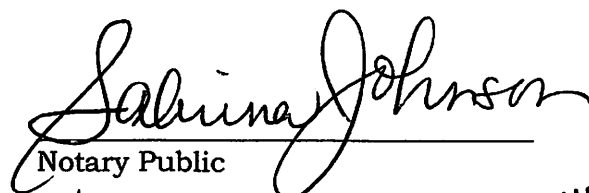
My commission expires: 9.30.2019
My Notarial Registration Number is: 7153626

HERON RIDGE ESTATES COMMUNITY ASSOCIATION

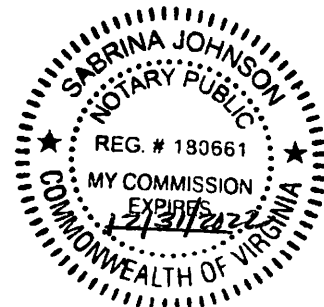
By: 
Chris Kennedy, Director at large

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Virginia Beach, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public in and for the Commonwealth and City/County aforesaid, this 2nd day of August, 2019, by Chris Kennedy, as Director at large, on behalf of Heron Ridge Estates Community Association.


Notary Public

My commission expires: 12/31/2022
My Notarial Registration Number is: 180661



SCOTT FULTON
NOTARY PUBLIC
ID #7153626
EXP. 9-30-2019
COMMONWEALTH OF VIRGINIA

HERON RIDGE ESTATES COMMUNITY ASSOCIATION

By: Mary Ann Schmidt
Mary Ann Schmidt, Director of Covenants and

Landscaping

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Virginia Beach, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public in and for the Commonwealth and City/County aforesaid, this 1 day of August, 2019, by Mary Ann Schmidt, Director of Covenants and Landscaping, on behalf of Heron Ridge Estates Community Association.

[Signature]
Notary Public

My commission expires: 9-30-2019
My Notarial Registration Number is: 2159672

HERON RIDGE ESTATES COMMUNITY ASSOCIATION

By: [Signature]
Don Bartnik, Treasurer & Director

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Virginia Beach, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public in and for the Commonwealth and City/County aforesaid, this 5 day of Aug., 2019, by Don Bartnik, as Treasurer & Director, on behalf of Heron Ridge Estates Community Association.

[Signature]
Notary Public

My commission expires: Feb 28, 2021
My Notarial Registration Number is: 7534282



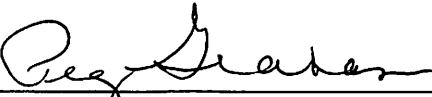
ANDREW L. LASTER
NOTARY PUBLIC 7534282
COMMONWEALTH OF VIRGINIA

MY COMMISSION EXPIRES FEBRUARY 28, 2021

SCOTT FULTON
NOTARY PUBLIC
ID #7153626

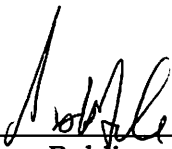
EXP. 9-30-2019
COMMONWEALTH OF VIRGINIA

HERON RIDGE ESTATES COMMUNITY ASSOCIATION

By: 
Peg Graham, Secretary & Director

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Virginia Beach to-wit:

The foregoing instrument was acknowledged before me, a Notary Public in and for the Commonwealth and City/County aforesaid, this 1 day of August, 2019, by Peg Graham, as Secretary & Director, on behalf of Heron Ridge Estates Community Association.


Notary Public

My commission expires: 9-30-2019
My Notarial Registration Number is: 7153626

EXHIBIT "A"

ALL THOSE certain lots, pieces or parcels of land located in the Princess Anne District of the City of Virginia Beach as depicted and described on that certain plat entitled "Plat Showing Subdivision of Heron Ridge Estates", dated January 7, 1999, prepared by Bengtson, DeBell & Elkin, Ltd., which plat is recorded in the Office of the Clerk of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 273, at Pages 91 - 106.

GPIN's:

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24034425440000
24034427610000
24034434230000
24034444970000
24034447320000
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24036644960000
24036662520000
24036665000000
24036675140000

24036682070000
24036685280000
24036693620000
24036696220000

4 4

EXHIBIT "B"

All that certain tract, piece or parcel of land, together with the buildings and improvements thereon,, and appurtenances thereunto belonging, lying, situate and being in the Princess Anne District of the City of Virginia Beach, Virginia, being designated as Parcel "B" 5,58 AC. on that certain plat entitled "Subdivision of PARCEL 2-A A Portion of Property Owned by JOSEPH E. & JACK P. BURROUGHS (D.B. 2757, PG. 1471)", dated June 8, 1993, prepared by Miller-Stephenson & Associates, P.C. and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 231, at Page 99.

GPIN: 2403-66-5428

4842-4569-6075, v. 1