

**Coventry Homeowners
Association, Inc.**



Coventry

A Legacy In The Making

Historical Ties

In 1600, English merchant Owen Davis requested a land grant from King Charles. Today, Coventry is situated on that fertile land tilled by the Davis family and later landowners. The sense of the history of the land is reflected in many of the names of Coventry's neighborhoods, lakes, and streets.



Upon resettling in America, landowner Owen Davis became the local constable, vestryman and a blacksmith. Owen Davis Boulevard and the single family home neighborhood of Davis Forge, as well as the townhome neighborhood of Smithy Glen, derive their names from Davis and his blacksmith trade.

William Ferguson, for whom the carriage homes of Ferguson Glade are named, was a grandson of Owen Davis and farmed the major plantation he inherited from his grandfather.



Lilburne Meadow is named after a young farmer named Lilburne who was among several farmers who derived their incomes from small parcels of Coventry land.

James Faison owned 100 acres just east of Owen Davis' property and gives his name to the single family home neighborhood of Faison Green.

The single family home neighborhood of Justinian Grove derives its name from Justinian Love, who owned and farmed a section of Faison's tract in the mid-eighteenth century.

Finches Lake is named after Finches Dam, a natural feature of the Coventry tract referenced in land records as early as 1800.



Other names, such as Harvest Lake, Bellows Place, Wrought Iron Bend, and Ferrier Place, are derived from events, tools, products, and occupations which are a part of the history of Coventry and its former farmers.



But life at Coventry is different today—an atmosphere of a country club resort rather than of long days and back-breaking labor. And the appeal of today's Coventry is wide reaching, from singles and young newlyweds to growing families and empty nesters. Coventry's attractive, wooded setting features an array of homestyles and a myriad of amenities to cater to just about any lifestyle.

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
COVENTRY PLANNED UNIT DEVELOPMENT

THIS DECLARATION is made this 1st day of January, 1988, by VIKING VILLAGE, LTD., a Virginia corporation, and 217 ASSOCIATES, LTD., a Virginia corporation, and H. R. ASHE, a resident of York County, Virginia, (hereinafter collectively referred to as "Declarant") as developer and owner in fee simple of the real property described herein.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article Two of this Declaration and desires to create thereon a planned unit development community and recreational uses to be known as "Coventry"; and

WHEREAS, Declarant desires to provide for the preservation of values and for the maintenance of common facilities and services and for a vehicle for the administration and enforcement of covenants and restrictions; and

WHEREAS, Declarant has caused to be incorporated under the laws of the Commonwealth of Virginia, a non-stock, non-profit corporation, Coventry Homeowners Association, Inc., for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth.

NOW, THEREFORE, the Declarant declares that the real property described in Article Two, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, and liens hereinafter set forth.

ARTICLE ONE

DEFINITIONS

Section One. General Definitions. The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Commercial Property" shall mean and refer to any portion of the Property containing nonresidential development used primarily for shops, service and other commercial type businesses, as allowed in the County Ordinance and Overall Plan.

B. "Common Property" shall mean and refer to the portions of the Property not conveyed to Project Developers or developed by the Declarant as Projects, specifically including, but not limited to, the major and minor entryways, roadways, trails, retention ponds, miscellaneous improvements and

all recreational areas as shown on the Overall Plan.

C. "County Ordinance" shall mean and collectively refer to that certain ordinance no. 085-29(R), as adopted by the York County Board of Supervisors on June 6, 1985, and ordinance no. 087-30(R-1) as adopted by the aforesaid board on July 16, 1987, and any amendments made thereto, amending the York County zoning ordinance to approve and establish guidelines for the development of the Coventry and Waldon Planned Unit Developments, being on file in the Department of Planning & Community Development, York County, Virginia.

D. "Declarant" shall mean and collectively refer to Viking Village, Ltd., 217 Associates, Ltd., and H. R. Ashe, a resident of York County, Virginia, their successors or assigns.

E. "Declaration" shall mean and refer this Declaration of Covenants, Conditions and Restrictions of the Coventry Planned Unit Development and any amendments made thereto.

F. "Development" shall mean and refer to the Coventry Planned Unit Development constructed upon the Property and subject to this Declaration.

G. "Master Association" shall mean and refer to Coventry Homeowners Association, Inc., a Virginia non-stock, non-profit corporation, its successors or assigns.

H. "Overall Plan" shall mean and collectively refer to the "Overall Plan of the Waldon Planned Unit Development" dated April 12, 1985, and revised May 2, 1985, and the "Coventry Overall Community Concept Plan" dated December 6, 1986, and revised June 3, 1987, and any amendments made thereto, being the plan adopted by the County Ordinance, and being placed on file in the Department of Planning and Community Development, York County, Virginia.

I. "Owner" shall mean and refer to the record owner (including the Declarant or any Project Developer) as shown by the real estate records in the Office of the Clerk of the Circuit Court of York County, Virginia, whether it be one or more persons, firms, associations, corporations or other legal entities, of fee simple title to any Residential Unit situated upon the Development but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to the mortgagee or holder of a deed of trust, its successors or assigns, unless and until such mortgagee or holder of a deed of trust 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.

J. "Project" shall mean and refer to any non-residential commercial, multi-family residential rental, single family detached, townhouse or condominium project created within the Development.

K. "Project Association" shall mean and refer to any townhouse or condominium owners association created to manage the common areas and affairs of the Owners of any specific Project in the Development.

L. "Project Developer" shall mean and refer to any entity which develops a Project within the Development.

M. "Property" shall mean and refer to that certain real property located in York County, Virginia, described in Article Two, Section One of this Declaration.

N. "Residential Unit" shall mean and refer to any rental unit, single family lot, townhouse lot or condominium unit located within the Development as depicted upon any recorded subdivision plat of any Project created within the Development.

O. "Rental Unit" shall mean and refer to a residential living unit contained within a structure designed and intended for use by the occupant(s) under a rental or lease agreement.

P. "Tenant" shall mean and refer to the lessee under a written agreement for the rental of a Residential Unit in the Development.

ARTICLE TWO

PROPERTY

Section One. Submitted Property: The real property which is and shall be transferred, sold, conveyed, given, donated, leased, and or occupied subject to the covenants and restrictions contained in this Declaration is described in Exhibit A hereto.

ARTICLE THREE

PROPERTY DEVELOPMENT

Section One. Generally. The Declarant does hereby reserve the right to develop the Property in its entirety or to convey any portion of the Property to Project Developers for the purpose of developing commercial, single family detached, townhouse or condominium projects within the Development pursuant to the Overall Plan. Any Project created within the Development shall be subject to the covenants and restrictions contained in this Declaration and any amendments thereto. The Project Developers and Project Associations in the Development shall be subject to the conditions contained in Article Four of this Declaration.

Declarant shall convey to the Master Association those portions of the Common Property contiguous with or relating to individual Projects in the Development at the time of commencement of a specific Project or, if a portion of the Property is conveyed to a Project Developer, at the time of such conveyance, but in any event, Declarant shall convey all of the remaining Common Property to the Master Association at such time as building permits have been issued for the construction of sixty-six and two-thirds percent (66-2/3%) of the Residential Units of the Development as proposed in the Overall Plan.

Section Two. Revisions to Overall Plan. Any substantive deviations from the Overall Plan shall require re-submission and approval in accordance with the Planned Unit Development regulations contained in the York County zoning ordinance as may then be in effect, or by the York County Board of Supervisors should such regulations not be in effect.

There shall be appointed from time to time by York County a "Plan Approving Agent" which shall determine if a proposed change to the Overall Plan shall constitute a substantive deviation for the purposes of this Section. Any such proposed changes to the Overall Plan shall be submitted in writing to the Plan Approving Agent.

ARTICLE FOUR

RIGHTS AND RESPONSIBILITIES OF PROJECT DEVELOPERS AND PROJECT ASSOCIATIONS

Section One. Requirements of Project Developers. Every Project Developer must comply with the following:

A. Every Project in the Development must comply to the Overall Plan and the County Ordinance relating to the Development.

B. A Project Developer may establish specific covenants and restrictions for an individual Project as long as said covenants and restrictions are not in conflict with the covenants and restrictions contained in this Declaration or the terms and conditions contained in the County Ordinance.

C. A Project Developer must establish a separate homeowners association in the form of a non-stock Virginia corporation for each Project containing commonly owned property for the purpose of maintaining and managing the common property owned specifically by Owners in that Project.

D. Any Project Developer of a common law "townhouse for sale" type Project must convey to a Homeowners association established for that Project all property contained in said Project which is not to be established as a townhouse lot to be conveyed in fee simple absolute to Owners.

Section Two. Requirements of Project Associations. Any homeowners association established pursuant to the creation of a specific Project within the Development shall, as a minimum, comply with the following:

A. Each Project Association shall be created for the purpose of generally managing, maintaining and allocating funds for the eventual replacement of the common property or common elements of a specific Project. The Master Association shall not be responsible for the management, maintenance, repair or replacement of any improvement located within the actual boundaries of a specific Project, however, a given Project Association and the Master Association may enter into agreements whereby the Master Association agrees to carry out certain maintenance or repair functions and assess a fee against the Project Association for such service rendered. For example, the Project

Association and the Master Association, looking to provide a method for maintaining the Development to the highest standards at the lowest cost to all Owners in the Development may agree that the Master Association enter into a contract to have the grounds of the entire Development maintained by one contractor. In such a situation, if agreeable by all parties, the Master Association could allocate the cost of such services to each Project Association on a basis upon which all agreed. However, the primary responsibility of the maintenance of the grounds, as well as all other improvements in the common area of a Project is hereby placed with the Project Association, and if no joint maintenance agreement is reached on a particular matter, it is the responsibility of the Project Association to adequately maintain said common areas.

B. Membership of the Project Association shall consist of all Owners of Residential Units within the specific Project.

C. Each Project Association shall act on behalf of the Master Association as a conduit for the collection of assessments on its behalf.

D. Each Project Association may enact rules and regulations affecting the use and enjoyment of the common areas within a Project, but may not enact rules or regulations regarding the use or enjoyment of the Common Property of the Development, which shall be adopted exclusively by the Master Association.

ARTICLE FIVE

MASTER ASSOCIATION

Section One. Master Association. There shall be established a Virginia non-stock, non-profit corporation to be known as "Coventry Homeowners Association, Inc." (hereinafter referred to as the "Master Association"), whose purpose shall be to govern the use, maintenance, repair, replacement, operation and general management of the Common Property and all improvements located thereon. Such administration shall be pursuant to this Declaration and the Articles of Incorporation attached hereto as Exhibit B and the Bylaws of the Master Association attached hereto as Exhibit C.

Section Two. Powers of Association. The Master Association shall have, and is hereby granted, the authority and power to enforce the provisions of this Declaration, convey and acquire real and personal property, maintain comprehensive liability and casualty insurance on the Common Property, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such Rules and Regulations governing the use of the Common Property as the Board of Directors of the Master Association may deem to be in the best interest of the Development, and develop yearly budgets for review and adoption by the Membership of the Master Association upon which annual Residential Unit assessments are based. The Master Association shall have the right, when determined by the Board of Directors to be in the best interest of the Development, to grant exclusive licenses, easements, permits, leases or privileges to any individual or entity, including any non-Owners, which affect the Common Property and to alter, add to, relocate or improve the Common Property

so long as such grants do not, except for temporary inconvenience, interfere with or result in uses contrary to the uses intended for the Common Property contained in the Overall Plan. The Master Association specifically has no power over the maintenance of or control over any improvements upon the common areas within specific Projects within the Development. The Master Association may, at the request of all or any specific Project Association, perform certain maintenance and repair functions pursuant to Article Four, Section Two herein.

Section Three. Membership. There shall be two classes of membership in the Master Association as follows:

(a) **Class A Membership.** Every person or entity who is a record owner of a Residential Unit in the Development including contract sellers, together with all occupants of Residential units, shall be a member of the Master Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of a debtor or other obligation. Membership shall be appurtenant to and may not be separated from ownership or occupancy of any Residential Unit which is subject to assessment by the Master Association. Ownership or occupancy shall be the sole qualification for member in this class.

(b) **Class B Membership.** Every owner of a lot in the Tabbs Lake single family Residential subdivision, located in York County, Virginia, and any other subdivision or development as may from time to time be included by the Board, has the option of membership in the Master Association, which membership may be elected by written notification of such intention made to the Master Association Board or any committee appointed thereby. Such membership may be maintained by paying all membership dues as adopted from time to time by the Board of Directors when due and by abiding by all the terms and conditions of the Declaration, the Articles of Incorporation and Bylaws of the Master Association and any rules and regulations adopted thereby. Failure to pay dues timely or to abide by the above restrictions shall lead to immediate dismissal of membership from the Master Association.

Section Four. Voting Rights. The Master Association shall have two types of voting Membership as follows:

Type "A": The Type "A" Voting Membership shall consist of all Owners of Residential Units, (with the exception of the Declarant or any Project Developer, which shall only become Type "A" Voting Members with respect to any Residential Units owned by them upon the termination of the Type "B" Voting Membership as indicated below). Each Residential Unit is assigned one (1) vote which may be cast by the Owner upon any referendum or any call for a vote at any meeting of the Master Association. Where the ownership of a Residential Unit is in more than one person, the person who shall be entitled to cast the vote of such Residential Unit shall be the person named in a certificate executed by all of the Owners of such Residential Unit and filed with the Secretary or, in the absence of such named person from the meeting, the person who shall be entitled to cast the vote of such Residential Unit shall be the person owning such Residential Unit who is present. If more than one person owning such Residential Unit is present then such vote shall be cast

only in accordance with the unanimous agreement of said Owners. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Except where a greater percentage is required by this Declaration or the Bylaws, the Owners representing more than fifty percent (50%) of the votes in the Master Association, voting in person or by proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Master Association. Notwithstanding the above, if the Declarant owns or holds title to one or more Residential Units, and the Type "B" Voting Membership in the Master Association has terminated, the Declarant or any Project Developer shall become a Type "A" Voting Member and shall have the right at any meeting of the Master Association to cast the votes to which such Residential Unit or Residential Units are entitled. No Owner may vote at any meeting of the Master Association or be elected to or serve on the Board of Directors if the Master Association has perfected a lien against his Residential Unit and the amount necessary to release such lien has not been paid at the time of such meeting or election. Occupants of Residential Units that are not owners of Residential Units and property owners in Tabb Lakes or other property owners offered membership in the Master Association have no voting rights in the Master Association.

Type "B": The Type "B" Voting Membership shall consist of the Declarant, which shall be entitled to two (2) votes for each Residential Unit proposed for development in the Overall Plan, excluding those Residential Units, if any, conveyed to an Owner. This Type "B" Voting Membership shall terminate upon the happening of either of the following events, whichever shall first occur:

A. The date upon which the total outstanding votes in the Type "A" Voting Membership equal the total outstanding votes of the Type "B" Voting Membership; or

B. The date ten (10) years from the date of recordation of this Declaration.

Section Five. Members to Have Power of Referendum in Certain Instances. The Members shall have the power to approve or reject certain actions proposed to be taken by the Master Association by referendum. In the event fifty-one percent (51%) or more of the votes actually returned to the Master Association within the specified time shall be in favor of such action, the referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a referendum without complying with the provisions therefor.

Section Six. Management Agreement. The Master Association is authorized to enter into such management contracts as it may deem necessary or desirable for the administration and operation of the Common Property, including entering into an agreement with a management company to manage all Project Associations and the Master Association. Any such contracts must comply with any regulations or requirements of the Virginia Real Estate

Commission, the Veterans Administration and the Housing and Urban Development Administration (also sometimes referred to as the "Federal Housing Authority" or the "FHA"). Each Owner agrees to be bound by the terms and conditions of all such management agreements.

ARTICLE SIX

COVENANTS FOR ASSESSMENTS

Section One. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Residential Unit owned within the Property, hereby covenants, and each Owner of any Residential Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Master Association annual assessments and special assessments as established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees shall be a charge on, and be a continuing lien upon the Residential Unit against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section Two. Preparation and Approval of Budget. Before each annual meeting of the Master Association, the Board of Directors shall adopt a budget of the Master Association containing an estimate of the total amount considered necessary for the next fiscal year to pay the common expenses for managing and maintaining the Common Property, including (without limitation) reasonable amounts necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacements. The budget shall be presented at the annual meeting of the Master Association. Within ten (10) days after each annual meeting, the Secretary shall send to each Owner a copy of the budget in a reasonably itemized form setting forth the amount of the common expenses and the amounts and due dates of the annual assessment (and installments thereof) payable by an Owner for each Residential Unit owned by him.

Section Three. Annual Unit Assessments and Payment of Common Expenses. The total amount of the estimated funds required to meet the common expenses and reserves needed to operate the Master Association and the Development as set forth in any budget or adjusted budget adopted by the Board of Directors shall be divided by the number of Residential Units in the Development and said share shall be assessed annually against each Residential Unit. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Owner shall be obligated to remit to the Master Association one-twelfth (1/12) of such assessment. Within thirty (30) days after the end of each fiscal year, the person who served as Treasurer on the last day of that fiscal year shall supply to all Owners an itemized accounting of the common expenses for such fiscal year actually paid, together with a tabulation of the amounts collected pursuant to the budget for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount

required for actual expenses and reserves shall be credited equally among the Residential Units against the next monthly installments due with respect to each such Unit. Any net shortage shall be assessed promptly against the Owners equally and shall be due either in full with the next monthly assessment due or, if the Board of Directors so determines, in a number of equal monthly installments sufficient to make up the shortage within a period ending not later than the end of the then current fiscal year.

Section Four. Reallocation of Assessments. Within thirty (30) days after any change in the number of Residential Units in the Development, the Board of Directors shall adjust the budget, allocating assessments against all the Residential Units equally, and the Secretary shall send to each Owner a copy of the adjusted budget reflecting the liability of all Residential Units for common expenses for the remainder of the fiscal year. If the assessments necessary to fund the budget will not be modified as to any particular Residential Units, such notification need not be given to the Owners thereof. The amount of assessments attributable to each Residential Unit shall thereafter be the amount specified in the adjusted budget until a new budget shall have been adopted by the Board of Directors.

Section Five. Reserves and Special Assessments. The Master Association shall accumulate and maintain reasonable reserves for working capital, operations, contingencies and replacement of the Common Property. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including (without limitation) the nonpayment of any assessments, the Board of Directors may at any time levy a special assessment, which shall be assessed against the Residential Units equally and which shall be payable in a lump sum or in installments as the Board may determine. The Secretary shall give notice of any such special assessment to each Owner, giving the reason(s) therefor. All Owners shall be obligated to pay such special assessment either in full with the next monthly installment due or, if the Board of Directors so determines, in a number of equal monthly installments sufficient to make up the shortage within a period ending not later than the end of the then current fiscal year.

Section Six. Effect of Non-payment of Assessments: Remedies of the Master Association. No sale or transfer of a Residential Unit shall relieve an Owner from liability for any assessment thereafter becoming due or from the lien thereof. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate determined from time to time by the Board. The Master Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Property or abandonment of his Residential Unit.

Section Seven. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust on a Residential Unit within the Development. Sale or transfer of any Residential Unit shall not effect the assessment lien.

However, the sale or transfer of any Residential Unit pursuant to the foreclosure of a first deed of trust or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.

Section Eight. Collection of Assessments by Project Associations. It shall be the obligation of each Project Association to collect the assessments of the Master Association due by Owners of a Residential Unit within the Project governed by that specific Project Association. The Project Association shall be notified in writing of the amount of the assessment to be collected on behalf of the Master Association and shall remit said amounts to the Master Association in each period in which assessments are collected. Each periodic remittance of assessments made by the Project Association to the Master Association shall contain a detailed list of all of the individual Owners whose payments comprise the total amount of funds remitted to the Master Association as well as a list of Owners whose payments are in arrears. This system of remittance is intended to be for the convenience of the Owners only, and does not effect the ability of either the Project Association or the Master Association to enforce a lien for the collection of any past due amount as established in this Declaration or any declaration recorded for any Project within the Development.

Section Nine. Maintenance Standards: York County. Should the Master Association, or any successor organization, fail to maintain the Common Property in reasonable order and condition in accordance with the Overall Plan, York County may notify the Master Association or the Owners of Residential Units in the Development of deficiencies and demand that such deficiency be cured pursuant to § 24-252(c) of the York County Zoning Ordinance. Any funds expended by York County pursuant to said Section shall be assessed ratably by the County against all Residential Units in the Development pursuant to § 24-252(c)(7) thereof and such assessments shall be a charge on and be a continuing lien upon the Residential Unit against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to said Owner's successors in title unless expressly assumed by them.

ARTICLE SEVEN

SERVICES OF MASTER ASSOCIATION

Section One. General Services. The Master Association shall provide the following services:

A. Cleanup and maintenance of all roads, roadways, roadway medians, ponds, drainage facilities, recreational facilities, and other portions of the Common Property, and also all public properties which are located within or in a reasonable proximity to the Development such that their deterioration would affect the appearance of the Development as a whole;

- B. Maintenance of landscaping of roads, sidewalks and walking trails and any other portions of the Common Property;
- C. Lighting of roads, sidewalks and walking trails throughout the Common Property;
- D. Fire protection and prevention for improvements upon the Common Property;
- E. Insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Master Association to supplement the service provided by the state and local governments;
- F. The services necessary or desirable in the judgment of the Board of Directors of the Master Association to carry out the Master Association's obligations and business under the terms of this document;
- G. To take any and all actions necessary to enforce all covenants and restrictions affecting the Development and to perform any of the functions or services delegated to the Master Association in any covenants or restrictions applicable to the Development;
- H. To conduct recreation, sport, craft, and cultural programs of interest to Members, their children and guests;
- I. To provide administrative services and communication services informing Members of activities, notice of meetings, referendums, etc., incident to the above listed services;
- J. To provide liability and hazard insurance covering improvements and activities on the Common Property in accordance with Article Eleven hereof;
- K. To provide water, sewage and drainage or any other necessary utility services not provided by a public body, private utility or the Declarant; and
- L. To provide any or all of the above listed services to any Project Association under a contract, the terms of which must be approved by the Board of Directors.

ARTICLE EIGHT

EASEMENTS

Section One. Easement of Enjoyment. Every Owner, his immediate family, tenants, guests and invitees, is hereby granted a perpetual non-exclusive easement of use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to every Residential Unit subject to the following provisions:

- A. The right of the Master Association to charge reasonable

admission and other fees and to adopt reasonable regulations for the use of any recreational facility situated within the Common Property, or any other recreational facility to which Members of the Master Association are entitled to use.

B. The right of the Master Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Residential Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

C. The right of the Master Association to dedicate or convey in fee simple all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or conveyance shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the Members has been properly executed and recorded in the Office of the Clerk of the Circuit Court of York County, Virginia.

D. The transfer of a Residential Unit automatically transfers Membership in the Master Association and all rights of the transferor with respect to the Common Property and facilities to which ownership of such Residential Unit relate.

Section Two. Easement to Facilitate Sales. The Declarant hereby reserves the right and easement to maintain, anywhere within the Development, management offices, sales offices, settlement offices, rental offices and models within any of the improvements made upon the Common Property, and to relocate the same among, any of the Residential Units now or hereafter owned by the Declarant. The Declarant also reserves the right and easement throughout the Common Property to place and relocate or remove signs and other devices advertising the Development or any individual Project.

Section Three. Utility and Drainage Easements. Utility and drainage easements are reserved, and granted, through the Property as may be required for construction and maintenance of utility services and storm drainage in order to adequately serve the Development.

Section Four. Construction Easement. The Project Developers are hereby granted a transferable easement over and upon the Common Property for the purpose of constructing specific Projects within the Development.

Section Five. Easements for Access to Projects. The Declarant hereby grants an easement for access to any Project in the Development over, across and upon any private roadway located upon the Common Property.

Section Six. Easement to Remainder of Property. The Declarant hereby reserves an easement over, across and upon any of the Common Property conveyed to the Master Association to the remainder of the Property for the purpose of providing utility and storm sewer service to said remaining Property including the right of access over any private roadways upon the Common Property leading to or contiguous with or servicing any remaining Property.

Section Seven. Easements May Be Granted by the Master Association. Declarant, during the period of Declarant control of the Master Association and, subject to any restrictions and limitations specified herein, the Master Association, shall have the irrevocable power as attorney-in-fact on behalf of all the Owners and their successors in title, to grant easements through the Common Property and accept easements benefiting the Development or a portion thereof.

ARTICLE NINE

USE RESTRICTIONS

Section One. General Restrictions. In order to preserve the quality and integrity of the Development, the following protective covenants are established for the mutual benefit of all Owners:

A. No Owner shall occupy or use his Residential Unit, or permit the same or any part thereof to be occupied or used, for any purpose other than as a private, single-family residence for the Owner's immediate family, lessees, servants or guests.

B. Except for parking passenger automobiles in the designated parking spaces, nothing shall be stored by any Owner in the Common Property without the prior consent of the Master Association, and no waste shall be committed in or to the Common Property.

C. No Owner shall do or keep or permit anything to be done or kept on any Commercial Property, Residential Unit or on the Common Property which will increase the rate of insurance on the Development, result in cancellation of insurance on any Residential Unit or on any part of the Development, or be in violation of any law without the prior consent of the Master Association.

D. No sign of any kind shall be displayed to the public view on or upon any Residential Unit or in the Common Property without the prior consent of the Master Association, except as provided in Article Eight, Section Two above.

E. No nuisances shall be allowed in or upon a Residential Unit or the Common Property, nor shall any use or practice be allowed which interferes with the peaceful occupancy and use of another Residential Unit or of the Common Property by the Owners.

F. No immoral, improper, offensive or unlawful use shall be made of any Residential Unit or any part of the Common Property.

G. Reasonable rules and regulations concerning the use of the Common Property and conduct of the Owners, their families, guests, tenants, agents and invitees within the Development may be made, amended and revoked from time to time by the Board of Directors of the Master Association. Copies of rules and regulations and all amendments thereto shall be furnished by the Master Association to all Owners and residents of the Development upon request.

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H. No petroleum powered vehicles shall be allowed on any lakes, ponds or other waterways within the Property.

I. No Owner nor the Master Association nor any Project Association shall interfere in any way with the completion of the contemplated improvements of the Property by a Project Developer.

J. Except for the right of ingress and egress, an Owner shall use the Common Property only as may be allowed by the Master Association or expressly provided for herein.

Section Two. Single Family Area Restrictions. In addition to the General Restrictions in Section One above, the following restrictions and covenants shall be applied to those properties shown as Single Family Areas on plats of sections of the Development recorded in the Office of the Clerk of the Circuit Court of York County, Virginia.

A. All lots in the Single Family Areas shall be used for residential purposes exclusively. The use of a portion of a dwelling on a lot as an office by the owner or tenant thereof shall be considered a residential use if such use does not create customer or client traffic to and from the lot. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling and one (1) small one-story accessory building which may include a detached private garage, provided the use of such accessory building does not overcrowd the site and provided further, that such building may not be constructed prior to the construction of the main building.

B. The provisions of this Section shall not prohibit the Declarant from using a house or other dwelling units as models.

C. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until a certificate of occupancy has been issued thereon by the City of Hampton, Virginia. During the continuance of construction, the Owner of the lot shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition.

D. Each lot owner shall provide a screened area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clothes lines, above ground swimming pools, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Declarant prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground.

E. Each lot owner shall provide two (2) spaces for the parking of automobiles off streets prior to the occupancy of any building or structure

constructed on said property in accordance with reasonable standards established by the Declarant.

F. No mobile home, trailer, tent, barn, or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently. Boats and boat trailers may be maintained on a lot, but only within an enclosed or screened area approved by the Declarant such that they are not generally visible from adjacent properties.

G. No structure of a temporary character shall be placed upon any lot at any time; provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a lot by a contractor shall be subject to reasonable aesthetic control by the Declarant.

H. No television antenna or dish, radio receiver or sender or other similar device nor any window air conditioning units, aluminum or vinyl awnings shall be attached to or installed on the exterior portion of any building or structure.

I. No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to the County of York, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves to itself, its successors or assigns, the right to replat any lot or lots owned by it and shown on the plat of any subdivision within the Development in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted lots. The provisions of this paragraph shall not prohibit the combining of two or more contiguous lots into one larger lot. Following the combining of two or more lots into one larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

J. No chain link fences are allowed on any portion of a lot. Fences shall only be constructed of wood, masonry, or other material approved by the Architectural Review Committee. No fences shall be erected, placed, or permitted to remain on any lot nearer to any street than the front of the house constructed on the lot.

K. No mail and newspaper boxes shall be permitted along the streets unless required by the appropriate governmental authority, in which event, all such mail and newspaper boxes shall conform to a standard Development design approved by the Architectural Review Committee of the Association.

L. Overnight parking in the street will not be permitted except on an emergency basis.

M. No more than three ungaraged vehicles will be permitted to be consistently parked on the premises, and these must be in the driveway or on a parking apron off the driveway. These vehicles will be restricted to licensed, operable automobiles, mini-vans and pickup trucks not to exceed 3/4 ton in capacity.

N. Pickup trucks over 3/4 ton capacity, recreational vehicles, boats and boat trailers must be garaged. Recreational vehicles and boats too large to garage and large vans may be stored behind the house on a parking apron with suitable screening to minimize unsightliness and with a total of one per lot. The parking and screening must be approved by the Association. Tractors, trailers, buses, commercial vans and non-pickup trucks over 3/4 ton capacity are not permitted.

Section Three. Recreational Facilities.

A. All persons using any of the recreation facilities which may be placed on the Common Property do so at their own risk and sole responsibility. The Master Association and the Declarant do not assume responsibility for any occurrence, accident or injury in connection with such use. No Owner or occupant of a Residential Unit shall make any claim against the Master Association or the Declarant, their servants, agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational facilities. Each Owner and occupant of a Residential Unit shall hold the Master Association and the Declarant harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such Owner growing out of the use of the recreational facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Master Association or the Declarant or their agents, servants or employees in the operation, care or maintenance of such facilities.

B. Any damage to any building, recreational facility or other portion of the Common Property or improvements therein caused by an Owner or such Owner's pets shall be repaired at the expense of the Owner.

ARTICLE TEN

ARCHITECTURAL CONTROL OF DEVELOPMENT

Section One. Architectural Review Committee. An Architectural Review Committee consisting of three or more persons shall be appointed by the Association's Board of Directors and shall be responsible to the Board.

A. Purpose. The Architectural Review Committee shall regulate the external design, appearance and location of all development on the Property in such a manner as (1) to promote those qualities in the environment which bring value to the Properties and (2) to foster the attractiveness and functional utility of the Development as a place to live, including a harmonious relationship among structures, vegetation and topography.

B. Requirement. No building, fence, wall, residence; structure or projection from a structure (whether of a temporary or permanent nature, and whether or not such structure shall be affixed to the ground) shall be commenced, erected, maintained, improved or altered, nor shall any grading, excavation, tree removal, planting, change of exterior color or other work which in any way alters any portion of the Property shall be undertaken without the prior written approval of the Architectural Review Committee regarding (1) the harmony of its exterior design and location in relation to, and its effect upon, surrounding structures, vegetation, topography, and the overall community design of the Property, (2) the character of the exterior materials and (3) the quality of the exterior workmanship. After the initial approval of the design of Condominium and Townhouse Projects by the Architectural Review Committee, individual Project associations shall be granted exclusive authority over the architectural control of the Project pursuant to Section Two below.

C. Procedures. In the event the Architectural Review Committee fails to approve or disapprove in writing an application within thirty days after the plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Architectural Review Committee decision to the Association's Board of Directors, who may reverse or modify such decision by a two-thirds vote of those directors present and voting at a meeting at which a quorum is present.

D. Guidelines. The Architectural Review Committee shall, subject to the approval of the Board of Directors of the Master Association, develop and promulgate policy guidelines for the application of the design review provisions in this Declaration consistent with the County Ordinance and the Overall Plan. The policy guidelines shall include (1) review application forms and documentation required for submission, (2) review procedures, (3) aspects and objectives of review, and (4) principles and criteria used as standards in determining the achievement of the required objectives. Any review policies regarding single family residences shall include the guidelines for single family development contained in Section Two of this Article. The policy guidelines may also include specific design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered in the Property. The policy guidelines are intended to assist the Architectural Review Committee in the ongoing process of community design. They may be modified and supplement from time to time, on due notice to the Owners and subject to the approval of the Board.

E. Applicability to Declarant. The provisions of paragraph B of this Section One shall be applicable to the Declarant only with respect to Residential Units which are or will be occupied.

Section Two. Authority Vested in Project Associations. Project Associations are hereby granted exclusive authority to establish the architectural controls over any repairs, maintenance, expansion of or additions to any of the Common Property within a specific condominium or townhouse Project located in the Development. Each Project Association shall establish a

mechanism whereby architectural standards are established and a system created whereby Owners can submit requested changes or alterations to their Residential Units or the Common Property of the Project for review.

Each Project Association may enact rules and regulations affecting the use and enjoyment of the Common Property within a Project, but may not enact rules or regulations regarding the use or enjoyment of the Common Property of the Development, which shall be adopted exclusively by the Master Association. In any event, where the Master Association and a Project Association shall adopt conflicting rules or regulations regarding a given subject matter, the rules and regulations of the Master Association shall prevail.

Section Three. Conformity of Maintenance, Style and Materials. All repairs, painting, replacements and maintenance, whether made by Owners or the Master Association, to any generally visible portion of the Common Property, shall be carried out in such a manner so as to conform to the materials, architecture, style, color and quality of construction initially provided by the Declarant.

Section Four. Liability of Owner. Should an Owner undertake unauthorized modifications or cause any damage to the Common Property, the Master Association may undertake such repairs, replacements or maintenance, and levy a special assessment for the cost thereof against the Individual Development Property of said Owner. In the event an Owner threatens to or violates the provisions hereof, the Master Association shall also have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof.

ARTICLE ELEVEN

ENFORCEMENT

Section One. Generally. The Master Association shall have the power to assess charges against any Owner of a Residential Unit for any violation of this Declaration or the Articles of Incorporation or Bylaws of the Master Association or any of the rules and regulations promulgated pursuant thereto for which such Residential Unit Owner or his family member, tenants, guests, employees or other invitee are responsible. Before any such charges are assessed, the Residential Unit Owner shall be given an opportunity to be heard and to be represented by counsel before the Board of the Master Association or any committee appointed thereby to hear such matters. Notice of such hearing shall, at least fourteen days in advance thereof, be hand delivered or mailed by registered or certified United States mail, return receipt requested, to such Residential Unit owner at the address last appearing on the books of the Master Association. The amount of any charges so assessed shall not exceed fifty dollars for a single offense or ten dollars per diem for any offense of a continuing nature, unless and until such amounts are increased by a majority vote of the Board of Directors of the Master Association, and shall be treated as an assessment against such owner's Residential Unit and a lien against such unit thereby created pursuant to Article Six hereof.

Section Two. Commercial Development. The Master Association shall have the power to enforce Architectural Standards against owners of Commercial Property in the Development as well as enforce whatever reasonable maintenance standards are established for Commercial Property from time to time by the Architectural Review Committee pursuant to this Section. The Architectural Review Committee is hereby empowered to notify the owners of any Commercial Property that such property is in need of certain maintenance or is not in compliance with its architectural standards. The owner of Commercial Property shall be entitled to the same notice and opportunity to be heard as entitled to Residential Unit owners in Section One above. If, as a result of such hearing, the owner is ordered to make certain repairs or maintenance and fails to accomplish this within thirty (30) days of the date of the order, the Master Association is hereby empowered to perform the ordered repair or maintenance and to assess the monies expended therefor against the property owner and create a lien against the Commercial Property pursuant to Article Six hereof.

Section Three. Remedies. In the event that a violation, as determined as a result of a hearing held pursuant to Articles One and Two above continues thereafter, the Master Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and the Master Association may then pursue any remedy available. No action taken shall be deemed an "election of remedies." Upon a finding by the court that the violation complained of has occurred, the offending Owner shall reimburse the Master Association (or Managing Agent, if any) for all costs and losses including attorney's fees and costs incurred in bringing such action. Failure on the part of the Master Association to maintain such action at law or in equity within thirty (30) days from the date of a written request, signed by an Owner and sent to the Master Association, shall authorize any Owner to bring an action at law or a suit in equity, on account of the violation, in the manner provided for in the Declaration. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Master Association and the cost thereof shall be charged to the Owner as a specific item and shall be a lien against said Residential Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to such Owner. In the event of a non-continuing default making the notice period impractical, the Master Association may take such punitive action, including but not limited to, the suspension of privileges for reasonable period of time without a corresponding reduction in assessments.

Section Four. Liability of Owners. All Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Master Association. Such liability shall include any increase in insurance rates occasioned by use or misuse, occupancy or abandonment of any Residential Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair or replacement required shall be charged to said Owner as a specific item and shall be a lien against said Residential Unit

with the same force and effect as if the charge was a part of the Common Expenses attributable to such Owner's Residential Unit.

Section Five. No Waiver. The failure of the Master Association or of an Owner to enforce any right, provision, covenant or condition which may be granted by any of the provisions of the Declaration shall not constitute a waiver of the right of the Master Association or an Owner to enforce such right, provision, covenant or condition in the future.

Section Six. Surviving Liability. Termination of membership in the Master Association shall not relieve said party from any liability, financial or otherwise, incurred by said party while a Member and shall in no way impair any rights that the Master Association has, or may have had, against the terminating Member.

ARTICLE TWELVE

INSURANCE

Section One. Physical Damage Insurance. The Board of Directors of the Master Association shall obtain and maintain a blanket, "all-risk" form policy of fire insurance with extended coverage, vandalism, malicious mischief, storm, sprinkler leakage (if applicable), debris removal, cost of demolition and water damage endorsements, insuring all of the Common Property improvements (other than improvements such as curbs, gutters, and other items not normally insured). Such insurance shall cover the interests of the Master Association, the Board of Directors and all Owners and their Mortgagees, as their interest may appear (subject, however, to the loss payment and adjustment provision in favor of the Board of Directors as Insurance Trustee contained in Sections Four and Five of this Article), and shall be in an amount equal to one hundred percent (100%) of the then current replacement cost of the Common Property improvements without deduction for depreciation, such amount to be determined annually by the Board of Directors with the assistance of the Managing Agent, the insurance company affording such coverage, and (if the Board so resolves) a qualified appraiser of real estate.

Section Two. Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general liability insurance (including, if such cost is not unreasonable, coverage of all Officers and Directors against libel, slander, false arrest, invasion of privacy, and errors and omissions) and property damage insurance in such limits as the Board may from time to time determine, insuring the Master Association, each Officer and Director, the Managing Agent, each Owner and the Declarant against any liability to the public or to the Owners (and their invitees, agents, employees and members of their households) arising out of or incident to the ownership and/or use of the Common Property. Such insurance shall be issued on a comprehensive liability basis in such amounts and containing such clauses and coverages and exceptions as are deemed acceptable and reasonably prudent by the Board.

Section Three. Other Insurance. The Board of Directors may obtain and maintain:

A. adequate fidelity coverage to protect against dishonest acts on the part of Officers, Directors, agents and employees of the Master Association and all others who handle or are responsible for handling funds of the Master Association. Such fidelity bonds shall: (i) name the Master Association as an obligee; (ii) be written in an amount not less than one-half (1/2) of the total annual assessments for common expenses for the then current fiscal year; and (iii) contain waivers of any defense based upon the exclusion on persons who serve without compensation from any definition of "employee" or similar expression;

B. workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and

C. such other insurance as the Board of Directors may determine or as may be required from time to time by resolutions of the Master Association.

Section Four. Insurance Trustee. All physical damage insurance policies purchased by or on behalf of the Master Association shall be for the benefit of the Master Association, the Owners, and their Mortgagees, as their respective interest may appear, and shall provide that all proceeds of such policies shall be paid in trust to the Board of Directors as Insurance Trustee to be applied pursuant to the terms of Article Twelve of this Declaration. The sole duty of the Board of Directors as Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes stated in Article Eleven of this Declaration, for the benefit of the insureds and their beneficiaries thereunder.

Section Five. Board of Directors as Agent. The Board of Directors as Insurance Trustee is hereby irrevocably constituted as agent for the Master Association, each Owner, each Mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or other interest in the Development, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

ARTICLE THIRTEEN

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section One. Repair and Reconstruction. In the event of damage to the improvements on the Common Property as a result of fire or other casualty, the Board of Directors of the Master Association shall arrange for and supervise the prompt repair and restoration thereof. Any such repair and restoration shall be substantially in accordance with the Overall Plan, subject to any modifications required by changes in applicable laws, ordinances, and other governmental regulations, and using to the extent feasible such contemporary materials and technology as may then be available.

Section Two. Cost Estimates. Immediately after a fire or other casualty causing damage to any Common Property improvements, the Board of Directors shall obtain reliable and detailed estimates of the costs of the

repair and restoration contemplated hereunder to a condition as good as that existing before such casualty. Such costs shall include professional fees and premiums for such bonds as the Board of Directors as Insurance Trustee may determine to be necessary.

Section Three. Insufficiency of Insurance Proceeds. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the insurance proceeds are insufficient for the payment of the costs thereof, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacements and/or a special assessment therefor may be levied, as the Board of Directors shall decide.

Section Four. Disbursements of Construction Funds.

A. Construction Fund and Disbursement Thereof. Any proceeds of insurance collected on account of any casualty, any sums appropriated by the Board of Directors from reserves, any sums received from collections of special assessments on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

(1) If the estimated cost of reconstruction and repair is less than Twenty-Five Thousand Dollars (\$25,000), the construction fund shall be disbursed in payment of such costs upon resolutions of the Board of Directors.

(2) If the estimated cost of reconstruction and repair is Twenty-Five Thousand Dollars (\$25,000) or more, then the construction fund shall be disbursed in payment of such costs upon resolutions of the Board following or contingent upon approval of an architect qualified to practice in Virginia or employed by the Board to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work, and stating that: (i) the sums requested in payment are justly due and owing to the persons requesting them, and such sums do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the requested sums.

B. Surplus. If there is a balance in the construction fund after the payment of all of the costs of the repair and reconstruction of which the construction fund is established, such balance shall be credited to all Owners in equal shares against their respective liabilities for assessments then due or thereafter becoming due.

ARTICLE FOURTEEN

AMENDMENT TO DECLARATION

Section One. General Provisions. The Declarant specifically reserves the right to amend this Declaration, or any portion hereof, without the requirement of obtaining the consent of any Owner, from the date hereof until such time as building permits have been issued for the construction of two-thirds (2/3) of the Residential Units of the Development as proposed in the Overall Plan or ten (10) years from the date of settlement of the first Residential Unit sold, whichever shall first occur, so long as no such amendment dilutes the voting power of existing Members or raises the amounts of assessments of such existing Members. Thereafter, the procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Master Association and any such proposed amendment shall be deemed approved if three-fourths (3/4) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the president and secretary of the Master Association shall execute an addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Master Association at which such amendment was adopted), the date that notice of such meeting was given, the total number of votes necessary to adopt the amendment, and the total number of votes cast against the amendment. Such Addendum shall be recorded in the Offices of the Clerk of the Circuit Court of York County, Virginia.

So long as the Declarant, as the Type "B" Member, is entitled to elect a majority of the Members of the Board of Directors of the Master Association, no amendment of this Declaration shall be made without the consent of the Declarant.

The quorum required for any action authorized to be taken by the Master Association under this Section One shall be as follows:

The first time any meeting of the Members of the Master Association is called to take action under this Section One, the presence at the meeting of the Members or proxies entitled to cast sixty percent (60%) of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast fifty percent (50%) of the total vote of the Master Association.

Section Two. County Approval of Amendment. Notwithstanding the provisions of Section One of this Article Thirteen, no amendment to this Declaration may be enacted without first obtaining the written authorization for such amendment by the County Administrator of the County of York, Virginia.

ARTICLE FIFTEEN

MORTGAGEE RIGHTS

Section One. Generally.

A. The Master Association shall provide upon request written notification of any default by an Owner of any Residential Unit of such Owner's obligation to the Master Association which is not cured within thirty (30) days to any first mortgagee or first deed of trust holder.

B. Any first mortgagee who comes into possession of any Residential Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal."

C. Any first mortgagee who comes into possession of a Residential Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Residential Unit which accrue prior to the time such holder comes into possession of the Residential Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Residential Units, including the mortgaged Residential Unit).

D. First mortgagees of Residential Units shall have the right to examine the books and records of the Master Association.

E. First mortgagees of Residential Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Master Association. Entitlement to such reimbursement is hereby agreed to and this instrument shall constitute an agreement between the first mortgagees of Residential Units and the Master Association.

F. No provision of the Articles of Incorporation or Bylaws of the Master Association, or this Declaration, or any similar instrument pertaining to Residential Units or Common Property of the Development shall give an Owner or any other party priority over any rights of first mortgagees of Residential Units pursuant to their mortgages in the case of a distribution to the Owners of insurance proceeds or condemnation awards for losses to or taking of the Common Property.

ARTICLE SIXTEEN

MERGER OR CONSOLIDATION OF MASTER ASSOCIATION

Section One. Generally. Declarant during the period of Declarant Control, or the Master Association, upon an affirmative vote of the Members at a meeting or by referendum of two-thirds (2/3) of the Membership; may merge or consolidate with another association subject to the approval of the Office of Planning and Community Development of York County, Virginia.

Section Two. Merger or Consolidation. Upon merger or consolidation of the Master Association with another association, as provided for in Section One above, property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Master Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the existing property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation shall effect any revocation, change or addition to the covenants established by this Declaration for the Property or in any way act in contravention of the Overall Plan.

ARTICLE SEVENTEEN

MISCELLANEOUS PROVISIONS

Section One. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Master Association, the Declarant and/or the Owner of any Residential Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded. Upon the expiration of said twenty-five (25) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial twenty-five (25) year period, or during the last year of any subsequent ten year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of the Master Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Members of the Master Association vote to terminate this Declaration, the President and Secretary of the Master Association shall execute a certificate which shall set forth the resolution of termination adopted by the Master Association, the date of the meeting of the Master Association at which such resolution was adopted, the date that notice of such meeting was given, the

total number of votes of Members of the Master Association, the total number of votes required to constitute a quorum at a meeting of the Master Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Office of the Clerk of Circuit Court of York County, Virginia, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section Two. Termination of Master Association. In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Master Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, all the Common Property owned by the Master Association at such time shall be transferred to a trustee appointed by the Circuit Court of York County, Virginia, which trustee shall own and operate said Common Property for the use and benefit of the Owners within the Development as set forth below:

A. Each Residential Unit located within the Development shall be subject to an annual assessment which shall be paid by the Owner of each such Residential Unit to the Trustee. The amount of such annual assessment and its due date shall be determined solely by the Trustee, as the case may be, but the amount of such annual assessment on any particular Residential Unit shall not exceed the amount actually assessed against that Residential Unit in the last year that assessments were levied by the Master Association, subject to the adjustments set forth in Subparagraph B immediately below.

B. The rate of the minimum and maximum annual assessment which may be charged by the Trustee hereunder on any particular Residential Unit may be automatically increased each year by ten percent (10%). The actual amount of such increase in the regular maximum annual assessment on a Residential Unit shall equal the regular maximum annual assessments on such Residential Unit for the previous year multiplied by the larger of the two percentage factors set forth above.

C. The Trustee shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Common Property. The Declarant or the trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. The trustee shall not have the obligation to provide for operation, maintenance, repair and upkeep of the Common Property once the funds provided by the annual assessment have been exhausted, but is hereby granted the exclusive authority to charge special assessments for purposes of operation, repair, replacement and upkeep of the Common Property only upon the exhaustion of funds collected by the Trustee for such purposes from the annual assessments.

D. Any past due assessment together with interest thereon at the maximum rate of interest permitted by law from the due date and all costs of

collection, including reasonable attorney's fees, shall be a personal obligation of the Owner at the time the annual assessment became past due, and it shall also constitute and become a charge and continuing lien on the Residential Unit against which the assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

E. The Trustee shall have the power to dispose of the Common Property free and clear of the limitations imposed hereby, subject to the provisions of § 24-252(b) of the Zoning Ordinance of York County, Virginia; provided, however, that such disposition shall be first approved in writing by fifty-one percent (51%) of the Owners of property within the Development or in the alternative shall be found to be in the best interest of the Owners of the property within the Development by the Circuit Court of York County, Virginia. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Property, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of such Common Property, then for the payment of any obligations distributed among the Owners of property within the Development, exclusive of the trustee, in a proportion equal to the proportion that the maximum annual assessment on property owned by a particular Owner bears to the total maximum annual assessments for all property located within the Development.

Section Three. Merger of Master Association. The Master Association, upon an affirmative majority vote of its Members, may merge or consolidate the Master Association with another association. Through such merger, the Master Association's 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 the Master Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration for the existing property and additions thereto together with the covenants and restrictions established upon any other properties as one plan. No such merger or consolidation, however, shall effect the revocation, change or addition to the covenants established by this Declaration within the existing property except as hereinafter provided.

Section Four. Notices. Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the address appearing on the Master Association's Membership list. Notice to one of two or more co-owners or co-tenants of real property in the Development shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Master Association in writing of any change in address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section Five. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person.

persons, or entity violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Master Association or any Member or the Declarant to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section Six. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section Seven. Interpretation. The Board of Directors of the Master Association shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section Eight. Authorized Action. All actions which the Master Association is allowed to take under this instrument shall be authorized actions of the Master Association if approved by the Board of Directors of the Master Association in the manner provided for in the Bylaws of the Master Association, unless the terms of this instrument provide otherwise.

Section Nine. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant contemplated under this Declaration, the Declarant shall not be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted, or withheld.

Section Ten. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section Eleven. Headings. All headings in this document are inserted solely for convenience of reference, and none of them constitutes a part of this document or affects its meaning, construction or effect.

Section Twelve. Effective Date. This Declaration shall take effect upon recordation.

Section Thirteen. Applicable Law. This Declaration and the rights of the parties hereunder shall be interpreted in accordance with the laws of the Commonwealth of Virginia.

WITNESS the following signatures and seals in this behalf first duly authorized.

VIKING VILLAGE, LTD.,
A Virginia Corporation

By: [Signature]
President

217 ASSOCIATES, LTD.,
A Virginia Corporation

By: [Signature]
President

[Signature] (SEAL)
H. R. Ashe

STATE OF VIRGINIA
CITY OF NEWPORT NEWS, to wit:

I, [Signature], a Notary Public in and for the City and State aforesaid, whose commission expires on the 21st day of July, 1996, do hereby certify that H. R. ASHE, individually and as President of VIKING VILLAGE, LTD. and 217 ASSOCIATES, LTD., both Virginia corporations, whose name is signed to the foregoing instrument or writing, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 3rd day of February, 1988.

[Signature]
Notary Public

THIS DOCUMENT IS EXHIBIT A TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR COVENTRY PLANNED UNIT DEVELOPMENT, DATED JANUARY 1, 1988

The property submitted to the Declaration pursuant to Article Two, Section One is as follows:

All that certain lot, piece or parcel of property lying situate and being in York County, Virginia containing 304.9 acres as shown on that plat entitled "Perimeter Boundry, Plat Coventry, a Planned Development, County of York, Virginia," dated January 21, 1988, an prepared by the DeYoung-Johnson Group, Inc., Engineers, Architects, and Surveyors, recorded in plat book 10, page 463, in the office of the Clerk of the Circuit Court of the County of York, Virginia.

1st AMENDMENT TO DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

OF

COVENTRY PLANNED UNIT DEVELOPMENT

THIS AMENDMENT TO DECLARATION is made this 9th day of May, 1991, by VIKING VILLAGE, LTD., a Virginia corporation, and 217 ASSOCIATES, LTD., a Virginia corporation, and H. R. ASHE, a resident of York County, Virginia, (hereinafter collectively referred to as "Declarant") as developer and owner in fee simple of the real property described herein.

WHEREAS, by Declaration of Covenants, Conditions, and Restriction of Coventry Planned Unit Development, dated January 1, 1988, and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, in Deed Book 598 E 01, Page 206 1/2, the Declarant did create on certain real property located in the County of York and owned by it, a planned unit development community and recreational uses to be known as "Coventry"; and

WHEREAS, Article Fourteen of said Declaration of Covenants, Conditions and Restrictions, the Declarant did reserve unto itself certain rights to amend said Declaration, or any portion thereof; and

WHEREAS, the Declarant does so desire to amend said Declaration, and none of said amendments shall dilute the voting powers of the existing members of the Master Association of Coventry or raises the assessment of existing members.

NOW THEREFORE, pursuant to the rights reserved by Declarant in Article Fourteen of the said Declaration, the Declarant, as owner in fee simple of the hereinafter described property, does hereby amend the Declaration as follows:

ARTICLE ONE, Section One: paragraph N:

N. "Residential Unit" shall mean and refer to any dwelling, whether for sale or rental, single family lot, townhouse lot, carriage home, or condominium unit located within the Development as depicted upon any recorded subdivision plat of any Project created within the Development.

ARTICLE FOUR, Section One: paragraph B:

D. Any Project Developer of a "townhouse for sale" or "carriage home for sale" type Project must convey to a Homeowners association established for that Project all property contained in

said Project which is not to be established as a townhouse, lot to be conveyed in fee simple absolute to Owners.

ARTICLE SIX, Section Two:

Preparation and Approval of Budget. Before each annual meeting of the Master Association, the Board of Directors shall adopt a budget of the Master Association containing an estimate of the total amount considered necessary for the next fiscal year to pay the common expenses for managing and maintaining the Common Property, including (without limitation) reasonable amounts necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacement. The budget shall be presented at the annual meeting of the Master Association. Within ten (10) days after each annual meeting, the Secretary shall send to each Owner a copy of the Budget in a reasonable itemized form setting forth the amount of the common expenses and the amounts and due dates of the annual assessment (and installments thereof) payable by an Owner for each Residential Unit owned by him. During each fiscal year, the Board of Directors may amend the budget of the Association and in the event of such amendment, the Board shall notify the Owners of such amendment within sixty (60) days of such amendment by the Board.

ARTICLE SIX, Section Three:

Annual Unit Assessments and Payment of Common Expenses. The total amount of the estimated funds required to meet the common expenses and reserves needed to operate the Master Association and the Development as set forth in any budget adopted by the Board of Directors shall be divided by the number of Residential Units in the Development and said share shall be assessed annually against each Residential Unit. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Owner shall be obligated to remit to the Master Association one-twelfth (1/12) of such assessment. With one-hundred (120) days after the end of each fiscal year, the person who served as Treasurer on the last day of that fiscal year shall supply to all Owners, upon request, an itemized accounting of the common expenses for such fiscal year actually paid, together with a tabulation of the amounts collected pursuant to the budget for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any net shortage may be assessed promptly against the Owners equally and shall be due either in full with the next monthly assessment due or, if the Board of Directors so determines, in a number of equal monthly installments sufficient to make up the shortage within a period ending, not later than the end of the then current fiscal year.

ARTICLE SIX, Section Four:

This Section shall be deleted in its entirety.

ARTICLE SIX, Section Nine:

Maintenance Standards: York County. Should the Master Association, or any successor organization, fail to maintain the Common Property in reasonable order and condition in accordance with the Overall Plan, York County may notify the Master Association or the Owners of Residential Units in the Development of deficiencies and demand that such deficiency be cured pursuant to Section 24-252(c) of the York County Zoning Ordinance. Any funds expended by York County pursuant to said Section shall be assessed ratably by the County against all Residential Units in the Development pursuant to Section 24-252(c)(7) thereof and such assessments shall be a charge on and be a continuing lien upon the Residential Unit against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment falls due. No sale or transfer of a Residential Unit shall relieve an Owner from liability for any such assessment or from the lien thereof.

ARTICLE SIX, Section Ten (Additional Subsection):

Commencement of Assessment. Notwithstanding any other provision of this Article Six to the contrary, the Declarant shall not be required to pay any assessments on any Lots owned by it within any Project located in the Development. At such time as the Declarant shall convey any Lot owned by it to another Owner, said Owner shall pay twenty five percent (25%) of the assessment on such Lots conveyed and said partial payment shall continue until such time as any such lot is improved with a substantially completed Residential Unit and at such time said Owner or assigns shall commence payment of the full assessment on such lot.

ARTICLE SIX, Section Eleven (Additional Subsection):

First User Fee. Upon the conveyance of any Lot by the Developer to any Owner such Owner shall pay to the Master Association a first user fee of \$100.00 for each lot conveyed to such Owner.

ARTICLE NINE, Section One; paragraph K (additional Subsection):

K. Construction of a Residential Unit on any lot must commence within one year of the conveyance of said lot from the Declarant. Further, completion of construction of said Residential Unit must occur within thirty (30) months after conveyance of said lot from the Declarant. Should construction be not commenced or completed as required herein, the Owner of said lot shall be required to pay the full amount of the assessment on said lot and

the Association may levy a fine upon the Owner of said lot in an amount not to exceed \$500.00, and such fine shall be a charge on, and shall be a continuing lien upon such lot, until paid.

ARTICLE NINE, Section One: paragraph L (additional Subsection):

L. In addition to the restrictions contained in this Amendment To Declaration Of Covenants, Conditions and Restrictions Of Coventry Planned Unit Development, all lots within the Development shall be subject to such restrictions as may be imposed from time to time by the governmental authorities of the County of York.

ARTICLE NINE, Section Two: paragraph A:

A. All lots in the Single Family Areas shall be used for residential purposes exclusively. The use of a portion of a dwelling on a lot as an office by the Owner or tenants thereof shall be considered a residential use if such use does not create customer or client traffic to and from the lot. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot within areas 1, 3 or 6 of the Coventry Planned Unit Development other than one (1) detached single family dwelling containing not less than 1,600 square feet for a multi-story residence or 1,500 square feet for a one story residence and one (1) small one-story accessory building which may include a detached private garage, provided the use of such accessory building does not overcrowd the site and provided further, that such building may not be constructed prior to the construction of the main building.

Except as modified by this Amendment, all terms and provisions of the Declaration of Covenants, Conditions, and Restrictions, are hereby expressly ratified and confirmed, and shall remain in full force and effect and shall be applicable to the planned unit development community created hereby.

WITNESS the following signatures, this 9th day of May, 1991.

VIKING VILLAGE, LTD.

By: WR Ashe

217 ASSOCIATES, LTD.

By: WR Ashe

H. R. Ashe
H. R. ASHE

STATE OF VIRGINIA
City/County Newport News, to-wit:

I, the undersigned, a Notary Public in and for the City/County and State aforesaid do hereby certify that H. R. Ashe, President of Viking Village, whose name is signed to the foregoing instrument dated the 9th day of May, 1991, has acknowledged the same before me in my City/County and State aforesaid.

Given under my hand this _____ day of _____, 1991.

J. L. Johnson
Notary Public (Seal)

My Commission Expires:
11/16/91

STATE OF VIRGINIA
City/County Newport News, to-wit:

I, the undersigned, a Notary Public in and for the City/County and State aforesaid do hereby certify that H. R. Ashe, President of 217 Associates, Ltd., whose name is signed to the foregoing instrument dated the 9th day of May, 1991, has acknowledged the same before me in my City/County and State aforesaid.

Given under my hand this 9th day of May, 1991.

J. L. Johnson
Notary Public (Seal)

My Commission Expires:
11/16/91

STATE OF VIRGINIA
City/County NEWPORT NEWS, to-wit:

I, the undersigned, a Notary Public in and for the City/County and State aforesaid do hereby certify that H. R. Ashe, of _____, whose name is signed to the foregoing instrument dated the 9th day of May,

1991, has acknowledged the same before me in my City/County and State aforesaid.

Given under my hand this 9th day of May, 1991

John H. Johnson
Notary Public (Seal)



My Commission Expires:

11/16/91

Singh's County of York to-wit:
Clerk's Office of the Circuit Court for the
County of York, the 9th day of May 1991
The same was recorded with the clerk of the court
and entered to record at 3:16 o'clock PM
Teste: Nancy B. Kane, Clerk
By: Mona West Deputy Clerk

BOOK 621 PAGE 335

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
COVENTRY PLANNED UNIT DEVELOPMENT

THIS SECOND AMENDMENT TO DECLARATION is made this 18th day of July, 1991, by VIKING VILLAGE, LTD., a Virginia Corporation, and 217 ASSOCIATES, LTD., a Virginia Corporation; and H. R. ASHE, a resident of York County, Virginia, (hereinafter collectively referred to as "Declarant") as developer and owner in fee simple of the real property described herein.

WHEREAS, by Declaration of Covenants, Conditions, and Restrictions of Coventry Planned Unit Development, dated January 1, 1988, and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, in Deed Book 509, Page 110, the Declarant did create on certain real property located in the County of York and owned by it, a planned unit development community and recreational uses to be known as "Coventry"; and

WHEREAS, above said Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions of Coventry Planned Unit Development dated May 9, 1991, and recorded in the aforesaid Clerk's Office in Deed Book 613, page 392; and corrected in Deed Book 621, Page 332.

WHEREAS, the Declarant does so desire to further amend said Declaration, and none of said amendments shall dilute the voting powers of the existing members of the Master Association of Coventry or raises the assessment of existing members.

NOW THEREFORE, pursuant to the rights reserved by Declarant in Article Fourteen of the said Declaration, the Declarant, as owner in fee simple of the hereinafter described property, does hereby amend the Declaration as amended, as follows:

ARTICLE SIX. Section Ten

Commencement of Assessment. Notwithstanding any other provision of this Article Six to the contrary, the Declarant shall only be required to pay a partial assessment of TWENTY-FIVE PERCENT (25%) of the assessment on any lots owned by it which are a part of Coventry Planned Unit Development. At such time as the Declarant shall convey any lot to another owner, said owner or his assigns shall commence payment of the full assessment on such lot conveyed by the Declarant.

Coventry Planning, Master's Smith, M.J.
8-20-91

BOOK 621 PAGE 336

Except as modified by this Amendment, all terms and provisions of the Declaration of Covenants, Conditions, and Restrictions, are hereby expressly ratified and confirmed, and shall remain in full force and effect and shall be applicable to the planned unit development community created hereby.

WITNESS the following signatures, this 18th day of July, 1991.

VIKING VILLAGE, LTD.

BY: [Signature]
Its President

217 ASSOCIATES, LTD.

BY: [Signature]
Its President

[Signature]
H. R. ASHE

STATE OF VIRGINIA
City/County Newport News, to-wit:

I, the undersigned, a Notary Public in and for the City/County and State aforesaid, do hereby certify that H. R. Ashe, President of Viking Village, whose name is signed to the foregoing instrument dated the 18th day of July, 1991, has acknowledged the same before me in my City/County and State aforesaid.

Given under my hand this 18th day of July, 1991.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11/16/91

STATE OF VIRGINIA
City/County Newport News, to-wit:

I, the undersigned, a Notary Public in and for the City/County and State aforesaid, do hereby certify that H. R. Ashe, President, 217 Associates, Ltd., whose name is signed to the foregoing instrument dated the 18th day of July, 1991, has acknowledged the same before me in my City/County and State aforesaid.

Given under my hand this 18th day of July, 1991.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11/16/91

BOOK 621 PAGE 337

STATE OF VIRGINIA
City/County Newport News, to-wit:

I, the undersigned, a Notary Public in and for the City/County and State aforesaid, do hereby certify that H. R. Ashe, whose name is signed to the foregoing instrument dated the 18th day of July, 1991, has acknowledged the same before me in my City/County and State aforesaid.

Given under my hand this 18th day of July, 1991

Joanne L. Johnson
NOTARY PUBLIC

MY COMMISSION EXPIRES:

11/16/91

Virginia: County of York to-wit:
In the Clerk's Office of this Circuit Court for the
County of York, the 15th day of July, 1991
This deed was presented with the certificate annexed
and admitted to record at 2:31 o'clock AM

Teste: Nancy B. Kane, Clerk

By: *Nancy B. Kane* Deputy Clerk

THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
COVENTRY PLANNED UNIT DEVELOPMENT

THIS THIRD AMENDMENT to Declaration of Covenants, Conditions and Restrictions is made this 13th day of January, 1995, by VIKING VILLAGE, LTD., a Virginia corporation, and 217 ASSOCIATES, LTD., a Virginia corporation, and H.R. ASHE, a resident of York County, Virginia (hereinafter collectively referred to as "Declarant"), as developer and owner in fee simple of the real property described herein.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Coventry Planned Unit Development, dated January 1, 1988, and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, in Deed Book 509, page 110, the Declarant did create on certain real property located in the County of York and owned by it, a planned unit development community and recreational uses to be known as "Coventry" ; and

WHEREAS, above said Declaration was amended by Amendment to said Declaration dated May 9, 1991, and recorded in the aforesaid Clerk's Office in Deed Book 613, page 392, and as corrected in Deed Book 621, page 332; and as amended by Second Amendment to said Declaration dated July 18, 1991, and recorded in the aforesaid Clerk's Office in Deed Book 621, page 335; and

WHEREAS, the Declarant does so desire to further amend said Declaration and none of the aforesaid Amendments shall dilute the voting powers of the existing members of the Master Association of Coventry or raise the assessment of existing members.

NOW, THEREFORE, pursuant to the rights reserved by the Declarant in Article Fourteen of said Declaration, the Declarant, as owner in fee simple of the hereinafter described property, does hereby further amend the Declaration, as amended, as follows:

A. ARTICLE SIX, Section Three. Annual Unit Assessments and Payment of Common Expenses.

Notwithstanding any other provisions contained in Article Six, Section Three, to the contrary, each Owner shall be obligated to remit on a quarterly basis, or as determined by the Board of Directors from time to time, to the Master Association one-fourth (1/4) of such Owner's annual assessment as provided in the annual budget or adjusted budget adopted by the Board of Directors. Such installment payments will be made by each Owner on such day and month of each fiscal year as adopted by the Board of Directors.

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B. ARTICLE SIX Section Six. Effect of Non-Payment of Assessments: Remedies of the Master Association.

Notwithstanding any other provision contained in Article Six, Section Six, to the contrary, any assessment not paid within thirty (30) days after the due date thereof may be assessed a late fee of 10% of the amount due, or other amount as determined by the Board of Directors from time to time, and the maturity of the remaining total of the unpaid quarterly installments, or as appropriate, of such assessments may be accelerated, at the option of the Board of Directors, and the entire balance of such assessment may be declared due and payable in full by notice to the defaulting Owner by the Board of Directors.

C. ARTICLE NINE Section One. General Restrictions.

Notwithstanding any other provision contained in Article Nine, Section One, the following restrictions are added:

K. No junk, derelict, abandoned or inoperable vehicle or other vehicle on which current registration plates and City and State stickers, as required, are not displayed, shall be kept upon any property or street, public or private. Vehicle repairs other than light maintenance are not permitted on the Common Property. The Board of Directors shall have the power to tow or "boot" any vehicle in violation of this subparagraph upon ten (10) days prior written notice to the property owner or, in the event the property owner is unknown, by affixing such written notice to such vehicle for a three (3) day period and such vehicle will not be permitted to return until such time as the owner presents evidence to the Board of Directors that the violation has been corrected.

L. No vehicle shall park in an area designated as a non-parking area or in any reserved or designated parking area which has not been reserved or designated to such vehicle.

D. ARTICLE TEN Section Four. Liability of Owner.

Notwithstanding any other provision contained in Article Ten, Section Four, any Owner who (i) undertakes unauthorized modifications or causes any damage to the Owner's property, which shall violate Section Two above, or (ii) should an Owner fail to maintain the Owner's lawn, grass, shrubs, trees, flower beds, gardens or fences on the Owner's property in good order, condition and repair, such Owner, at the option of the Board of Directors, shall be required to correct such unauthorized modification or repair such damage or condition at the Owner's expense upon such notification by the Board of Directors. In the event an Owner fails to comply with such notification to correct such unauthorized modification or repair such damage or condition upon such notification, then the Board of Directors shall have the right to

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undertake such repairs, replacements or maintenance as may be necessary under the circumstances, and assess the owner for the actual costs.

Except as modified by this Amendment, all terms and provisions of the said Declaration, as amended, are hereby expressly ratified and confirmed, and shall remain in full force and effect and shall be applicable to the planned unit development community created hereby.

WITNESS the following signatures this 13th day of January, 1995.

VIKING VILLAGE, LTD.

BY H.R. Ashe
Its President

217 ASSOCIATES, LTD.

BY H.R. Ashe
Its President

H.R. Ashe
H.R. Ashe

COMMONWEALTH OF VIRGINIA
In the City of Newport News, to wit:

I, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that H.R. Ashe, President of Viking Village, Ltd., and as President of 217 Associates, Ltd., and individually, whose name is signed to the foregoing instrument dated the 13th day of January, 1995, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 13th day of January, 1995.

Donald B. ...
Notary Public

My commission expires: 6/30/96



Virginia: County of York to-wit:
In the Clerk's Office of the Circuit Court for the
County of York, the 27 day of Jan 1995
This deed was presented with the certificate
and admitted to record at 10:50 o'clock AM
Teste: Nancy S. Kane, Clerk

^{4th}
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
COVENTRY PLANNED UNIT DEVELOPMENT

THIS AMENDMENT to Declaration of Covenants, Conditions and Restrictions of Coventry Planned Unit Development made this 5th day of October, 1995, by VIKING VILLAGE, LTD., a Virginia corporation, 217 ASSOCIATES, LTD., a Virginia corporation, and E.R. ASHE, a resident of York County, Virginia (hereinafter collectively referred to as "Declarant"), as developer and owner in fee simple of the real property described herein.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Coventry Planned Unit Development, dated January 1, 1988, and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, in Deed Book 509, page 110, the Declarant did create on certain real property located in the County of York and owned by it, a planned unit development community and recreational uses to be known as "Coventry"; and

WHEREAS, the above said Declaration may be amended under the provisions of Article Fourteen, Amendment to Declaration; and

WHEREAS, the Declarant does so desire to amend said Declaration and no Amendment shall dilute the voting powers of the existing members of the Master Association of Coventry or raise the assessment of existing members.

NOW, THEREFORE, pursuant to the rights reserved by the Declarant in said Article Fourteen of said Declaration, the Declarant, as owner in fee simple of the hereinafter described property, does hereby further amend the Declaration, as amended, as follows:

A. ARTICLE FIVE, Section Three, Membership, Subparagraph (b), Class B Membership, on Page 6, is hereby replaced in its entirety as follows:

"(b) Class B Membership. The Board of Directors of the Master Association has the right to offer, from time to time, Class B membership in the Master Association to homeowners in other subdivisions, communities or developments. Such Membership may be maintained by paying all membership dues as adopted, from time to time, by the Board of Directors when due and by abiding by all the terms and conditions of the Declaration, the Articles of Incorporation and Bylaws of the Master Association and any rules and regulations adopted thereby. Failure to pay dues timely or to abide by the aforesaid terms and conditions shall lead to immediate dismissal of

membership from the Master Association."

B. ARTICLE FIVE, Section Four, Voting Rights, Subparagraph Type "A", on Page 7, at Line 17, is hereby amended as follows:

Line 17, delete the words "in Tabb Lakes" and insert in replacement the words "in Class B membership of the Master Association....".

C. ARTICLE NINE, Section One, General Restrictions, Paragraph A, at Page 13, is hereby replaced in its entirety as follows:

"A. No Owner shall occupy or use his or her Residential Unit, or permit the same or any part thereof to be occupied or used, for any purpose other than as a private, single-family residence for the Owner's immediate family, lessees, servants or guests, including, but not limited to, a home business, unless the same has been approved by the Board of Directors. Owners shall make a written request to conduct any home business in his or her Residential Unit to the Board of Directors before business operations begin."

D. ARTICLE NINE, Section Two, Single Family Area Restrictions, is hereby amended as follows:

Line 3, delete the words "Single Family Areas" and insert in replacement the words "zoned single family attached or single family detached...".

E. ARTICLE NINE, Section Two, Single Family Area Restrictions, Paragraph C, is hereby amended as follows:

Line 7, delete the words "City of Hampton" and insert in replacement the words "County of York...".

F. ARTICLE NINE, Section Two, Single Family Area Restrictions, Paragraph D, is replaced in its entirety as follows:

"D. Each lot owner shall provide a screened area in which garbage receptacles, fuel tanks or similar storage receptacles, clothes lines, above ground swimming pools, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screen areas delineating the size, design, texture, appearance and location must be approved by the Master Association."

G. ARTICLE NINE, Section Two, Single Family Area Restrictions, Paragraph F, is hereby amended as follows:

Line 4, delete the word "Declarant" and insert in

replacement the words "Master Association...".

H. ARTICLE NINE, Section Two, Single Family Area Restrictions, Paragraph G, is hereby amended as follows:

Line 8, delete the word "Declarant" and insert in replacement the words "Master Association."

I. ARTICLE NINE, Section Two, Single Family Area Restrictions, Paragraph H, is hereby amended as follows:

"H. No television antenna or satellite dish, radio receiver or sender or other similar device shall be attached to or installed on the unit owner's lot or exterior portion of any building or structure without the approval of the Master Association. Window air conditioning units, aluminum or vinyl awnings will not be permitted."

J. ARTICLE TEN, Section One, Architectural Review Committee, Paragraph B, Requirement, is hereby amended as follows:

- (1) Line 12, delete the word "Condominium" and insert in replacement the words "Carriage Home...".
- (2) Line 12 and 13, delete the words "Architectural Review Committee" and insert in replacement the words "Project Developer...".

K. ARTICLE TEN, Section One, Architectural Review Committee, Paragraph C, Procedures, is hereby amended as follows:

- (1) Line 2, delete the words "approve or disapprove" and insert in replacement the words "notify an applicant in writing...".
- (2) Line 7, delete the words "two-thirds" and insert in replacement the word "majority...".

L. ARTICLE TEN, Section Three, Conformity of Maintenance, Style and Materials, is hereby replaced in its entirety as follows:

"All repairs, painting, replacements and maintenance, whether made by Owners or the Master Association, to any generally visible portion of the Common Property, shall be carried out in such a manner so as to conform to the materials, architecture, style, color and quality of its original construction."

M. ARTICLE FOURTEEN, Section One, General Provisions, is hereby amended as follows:

BK 094 0PG 0283

- (1) Line 12, delete the words "three-fourths (3/4)" and insert in replacement the words "two-thirds (2/3)..."
- (2) Fourth subparagraph, Line 7 and 8, delete the words "fifty percent (50%)" and insert in replacement the words "thirty percent (30%)..."

N. ARTICLE FOURTEEN, Section Two, County Approval of Amendment, is here amended as follows:

Line 2, delete the word "Thirteen" and insert in replacement the word "Fourteen".

Except as modified by this Amendment to Declaration, all other terms and provisions of the said Declaration, as amended, are hereby expressly ratified and confirmed, and shall remain in full force and effect and shall be applicable to the planned unit development community created hereby.

WITNESS the following signatures this 5th day of October, 1995.

VIKING VILLAGE, LTD.

217 ASSOCIATES, LTD.

BY H.R. Ashe
Its President

BY H.R. Ashe
Its President

H.R. Ashe
H.R. Ashe

COMMONWEALTH OF VIRGINIA
In the City of Newport News, to wit:

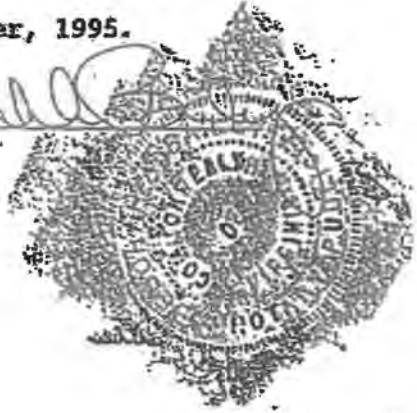
I, the undersigned, a notary public in and for the City and State aforesaid, do hereby certify that H.R. Ashe, President on behalf of Viking Village, Ltd., a Virginia corporation, and as President on behalf of 217 Associates, Ltd., a Virginia corporation, and individually, whose name is signed to the foregoing instrument in his capacity as President and individually, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 12th day of October, 1995.

H. Howell
Notary Public

My commission expires: 6/30/1996

Virginia: County of York to-wit:
In the Clerk's Office of the Circuit Court for the
County of York, the 25th day of MARCH 1995
This deed was presented, with the certificate annexed
and admitted to record at 3:02 o'clock PM
Testa: Nancy B. Kape, Clerk
By: Ann Kaphorn Deputy Clerk



3962

BK0783PG0320

DEED OF RELEASE OF EASEMENT

THIS DEED OF RELEASE made this 14 day of March, 1994, by and between COVENTRY HOMEOWNERS ASSOCIATION, INC., a Virginia corporation, party of the first part; Grantor; and those persons whose names are listed on Schedule A attached hereto and made a part hereof, parties of the second part, Grantees, whose addresses are as shown on said Schedule A.

WHEREAS, by record plat for Coventry Planned Development, Faison Green, Section 7B, County of York, Virginia, dated April 25, 1991, and made by The DeYoung-Johnson Group, Inc., and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, in Plat Book 11, at page 394 and 395, there was conveyed or transferred to the Grantor herein a protective easement prohibiting construction of impervious surfaces on portions of Lots 10 through 24 of said Section 7B; and

WHEREAS, said easement granted to the Grantor herein is no longer required or needed by said Grantor; and

WHEREAS, those persons whose names are listed on Schedule A attached hereto are the present owners of the said lots listed on Schedule A, each of said parties being the owner of the lot number directly opposite their name. Said parties being the Grantees herein have requested that the said easement be released of record and the Grantor has consented to such release.

NOW, THEREFORE, in consideration of the sum of \$10.00, cash in hand paid, the receipt of which is hereby acknowledged by said Grantor, the Grantor does hereby surrender, release and quit claim unto each Grantee listed on said Schedule A that portion of the

BK0783PG0321

easement that effects each Grantee's owned lot, ownership of which is indicated by number of lot opposite each Grantee's name on said Schedule A, the following described easement, to wit:

That certain easement known and described as "Protective Easement to Coventry Homeowner's Association Prohibiting Construction of Impervious Surfaces," which said easement is along and through portions of Lots 10 through 24, Section 7B, Faison Green, York County, Virginia, all as more particularly shown on that certain plat entitled, "Coventry Planned Development, Faison Green, Section 7B, County of York, Virginia, dated April 25, 1991, and made by The DeYoung-Johnson Group, Inc., and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, in Plat Book 11, at page 394 and 395, to which plat reference is here made.

WITNESS the following signature and seal.

COVENTRY HOMEOWNERS ASSOCIATION INC.,
a Virginia corporation

BY

H.R. Ashe
Its President

STATE OF VIRGINIA

In the City of Newport News, to wit:

The foregoing deed was acknowledged before me, a Notary Public in and for the City and State aforesaid, by H.R. Ashe, President on behalf of Coventry Homeowners Association, Inc., on this 14th day of March, 1994.

Joanne L. Johnson
Notary Public

My commission expires: 11/30/95



BK0783PG0322

SCHEDULE A
Owners of Lots 10-24, Section 7B
Faison Green
Coventry Planned Development
County of York, Virginia

<u>Name of Lot Owner(s)</u>	<u>Number of Lot Owned and Address</u>
Tin-Chee Wong and Sophia L. Wong	Lot 10, 209 Judith Circle
Herbert Louis Routt, Jr. and Cindy M. Routt	Lot 11, 211 Judith Circle
Simhaprasad Dodbele and Nutan Dodbele	Lot 12, 213 Judith Circle
David L. Doty and Lynda K. Doty	Lot 13, 215 Judith Circle
Gregory M. McCraw and Sandra A. McCraw	Lot 14, 217 Judith Circle
Kevin C. Coates and Nancy L. Coates	Lot 15, 219 Judith Circle
Rodney D. Fields and Ellen Fields	Lot 16, 221 Judith Circle
Dennis A. Ritenour and Gloria J. Ritenour	Lot 17, 223 Judith Circle
Christopher C. Chromek Memory N. Chromek	Lot 18, 225 Judith Circle
Terance E. McCabe and Shellie M. McCabe	Lot 19, 227 Judith Circle
Ricky E. Gurkin and Tamara S. Gurkin	Lot 20, 229 Judith Circle
Michael A. Holmes and Myra L. Holmes	Lot 21, 231 Judith Circle
Larry W. Nose and Terry Lee Nose	Lot 22, 233 Judith Circle
Michael B. Thyrring and Gayle J. Thyrring	Lot 23, 235 Judith Circle
Robert J. Tullon and Jamie K. Tullon	Lot 24, 237 Judith Circle

Virginia: County of York to-wit:
In the Clerk's Office of the Circuit Court for the
County of York, the 21st day of March, 1994
This deed was presented with the certificate annexed

**SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
COVENTRY PLANNED UNIT DEVELOPMENT**

(Additional Common Property)

This SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF COVENTRY PLANNED UNIT DEVELOPMENT ("Supplemental Declaration") is made this 13 day of April, 2017, by Coventry Homeowners Association, Inc. ("the Master Association"), the Master Association to be indexed as both Grantor and Grantee for recordation purposes.

WITNESSETH

WHEREAS, Viking Village, Ltd., a Virginia corporation, 217 Associates, Ltd., a Virginia corporation and H.R. Ashe, a resident of York County, Virginia (collectively referred to as "Declarant"), submitted to record various restrictive covenants by Declaration of Covenants, Conditions and Restrictions of Coventry Planned Unit Development (the "Declaration"), dated January 1, 1988, and recorded in the Clerk's Office of the Circuit Court of the County of York, Virginia ("Clerk's Office"), in Deed Book 509, at Page 110, creating the planned unit development known as "Coventry", as the same has been or may be amended from time to time; and

WHEREAS, the Master Association's Board of Directors caused to be submitted an Application to re-designate from "commercial" to "open/community space" a 3.8-acre parcel located at 500 Owen Davis Boulevard, which such Application was approved by the York County Board of Supervisors as set forth in Ordinance No. 16-7, attached to this Supplement Declaration as Exhibit A; and

WHEREAS, the property described in Ordinance No. 16-7 attached as Exhibit A to this Supplemental Declaration has not been subjected to the Declaration; and

Assessor's Parcel No. / GPIN: 37-67C / T02d-3974-2002 and
See Schedule A, Attached
Prepared By and Return To: Coventry Homeowners Association, Inc.
100 Wrought Iron Bend
Yorktown, VA 23693

WHEREAS, Article Fourteen of the Declaration, entitled Amendments, Section One, entitled General Provisions ("Section 14.1"), allows amendment of the Declaration by a vote of two-thirds (2/3) of the votes cast at a meeting of the Master Association's Members noticed and conducted in accordance with Section 14.1 of the Declaration, the Association's Members defined in Section 5.3(a) of the Declaration as the record Owners of Residential Units in the Master Association; and

WHEREAS, the Association's Owners have determined it is in the best interests of the Association to subject the property described in Exhibit A, as further described in Exhibit B, Legal Description, to the provisions of the Declaration and to identify the property as Common Property of the Association, as that term is defined in Section 1.1.B of the Declaration, to be devoted to the common use and enjoyment of the Association's Owners; and

WHEREAS, Section 14.2 of the Association's Declaration requires written authorization for any Amendment to the Master Association's Declaration by the County Administrator of the County of York, Virginia; and

WHEREAS, the County Administrator authorizes the addition of the property identified in Exhibit A and Exhibit B to this Supplemental Declaration by execution of this Supplemental Declaration; and

WHEREAS, this Amendment shall become effective when the Amendment is duly recorded in the Clerk's Office pursuant to Section 55-515.1.F of the Virginia Property Owners' Association Act.

NOW, THEREFORE, the Association's Owners do hereby subject the real property described in Exhibit A and Exhibit B to this Supplemental Declaration and designates such property as "Common Property". Such property shall be sold, transferred, used, conveyed, occupied, mortgaged and/or otherwise encumbered pursuant to the provisions and terms of the Declaration, as amended and supplemented from time to time, all of which shall run with title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

All provisions of the Declaration not expressly amended herein shall be and remain in full force and effect.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

CERTIFICATION REQUIRED BY VIRGINIA CODE § 55-510.1.F

The undersigned President of the Association does hereby certify that this Amendment has been ratified by a vote of two-thirds (2/3) of the votes cast at a meeting of the Master Association's Members noticed and conducted in accordance with Section 14.1 of the Master Association's Declaration, such evidence of written approval on file with the Association, as required by Section 9.2 of the Declaration, which such written approval constitutes ratification of and consent to the Amendment by the Lot Owners as required by Section 55-515.1.F of the Virginia Property Owners' Association Act.

EXECUTED on the date first written above by the duly authorized officer of the Association.

COVENTRY HOMEOWNERS ASSOCIATION, INC.,
a Virginia nonstock corporation

By: *Tony D Collins Sr*
TONY D. COLLINS SR President
For Coventry HOA

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF York, to wit:

The foregoing instrument was acknowledged this 8 day of May, 2017
before me, the undersigned Notary Public, by Tony D Collins, President of Coventry
Homeowners Association, Inc.

[Signature]
Notary Public



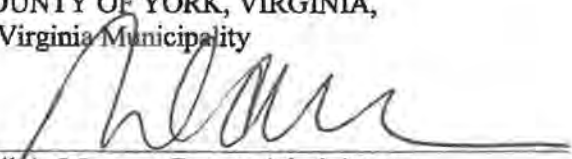
Notary Registration Number: 7557055
My Commission Expires: 7-31-17

AUTHORIZATION REQUIRED BY DECLARATION SECTION 14.2

The County Administrator of the County of York, Virginia, by signature below authorizes the Amendment to the Declaration of Covenants, Conditions and Restrictions of Coventry Planned Unit Development ("Master Association Declaration") described in this Supplemental Declaration of Covenants, Conditions and Restrictions of Coventry Planned Unit Development to add Common Property to the Master Association, such authorization required by Section 14.2 of the Master Association Declaration.


COUNTY OF YORK, VIRGINIA,
A Virginia Municipality

By:


Neil A. Morgan, County Administrator

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF York, to wit:

The foregoing instrument was acknowledged this 5th day of September, 2017 before me, the undersigned Notary Public, by Neil Morgan, County Administrator of the County of York, Virginia.

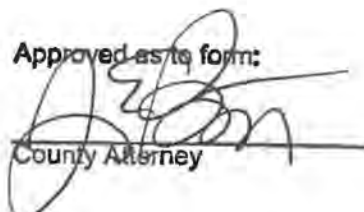

Notary Public

Notary Registration Number: 176618

My Commission Expires: July 31, 2021



Approved as to form:


County Attorney

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
COVENTRY PLANNED UNIT DEVELOPMENT

(Additional Common Area)

Exhibit A: Ordinance No. 16-7 of Board of Supervisors of the County of York, Virginia

Ordinance No. 16-7 appears on the next two successive pages of this Supplemental Declaration.

BOARD OF SUPERVISORS
COUNTY OF YORK
YORKTOWN, VIRGINIA

Ordinance

At a regular meeting of the York County Board of Supervisors held in York Hall, Yorktown, Virginia, on the 21st day of June, 2016:

<u>Present</u>	<u>Vote</u>
Jeffrey D. Wassmer, Chairman	Yea
Sheila S. Noll, Vice Chairman	Yea
Walter C. Zaremba	Yea
W. Chad Green	Yea
Thomas G. Shepperd, Jr.	Yea

On motion of Mrs. Noll, which carried 5:0, the following ordinance was adopted:

AN ORDINANCE TO APPROVE AN APPLICATION TO AMEND THE APPROVED OVERALL DEVELOPMENT MASTER PLAN FOR THE COVENTRY PLANNED DEVELOPMENT BY REDESIGNATING FROM COMMERCIAL TO OPEN/COMMUNITY SPACE A 3.8-ACRE PARCEL AT 500 OWEN DAVIS BOULEVARD

WHEREAS, on July 17, 1987, the York County Board of Supervisors approved the Coventry Planned Development through the adoption of Ordinance No. O87-30 (R-1); and

WHEREAS, Coventry Homeowners Association, Inc. has submitted Application No. PD-4-16 to amend the approved Overall Development Master Plan for the Coventry Planned Development by redesignating from commercial to open/community space a 3.8-acre parcel located at 500 Owen Davis Boulevard (Route 1750) and further identified as Assessor's Parcel No. 37-67C (GPIN T02d-3974-2002); and

WHEREAS, said application has been forwarded to the York County Planning Commission in accordance with applicable procedure; and

WHEREAS, the Planning Commission recommends approval of this application; and

WHEREAS, the York County Board of Supervisors has conducted a duly advertised public hearing on this application; and

WHEREAS, the Board has carefully considered the public comments and Planning Commission recommendation with respect to this application;

NOW, THEREFORE, BE IT ORDAINED by the York County Board of Supervisors this the 21st day of June, 2016, that Application No. PD-40-16 be, and it is hereby, approved to amend the Overall Development Master Plan for the Coventry Planned Development by redesignating from commercial to open/community space a 3.8-acre parcel of land located at 500 Owen Davis Boulevard (Route 1750) and further identified as Assessor's Parcel No. 37-67C (GPIN T02d-3974-2002), subject to the following condition:

- Permitted use of the property shall be limited to common open space as defined by the York County Zoning Ordinance, provided, however, that this shall not be construed to prohibit the establishment of a homeowners association office/clubhouse with accessory indoor recreational facilities for the common use of Coventry residents.

A Copy Teste:



Neil A. Morgan
Clerk

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
COVENTRY PLANNED UNIT DEVELOPMENT

(Additional Common Property)

Exhibit B: Legal Description of Additional Common Property

ALL THAT certain piece or parcel of land situate, lying and being in the County of York, Virginia, being designated as Assessor's Parcel No. 37-67C and GPIN T02d-3974-2002 consisting of 3.8 acres located at 500 Owen Davis Boulevard and as shown on National Insurance Flood Program Flood Insurance Rate Map 51199C01520.

IT BEING the real property conveyed to Coventry Homeowners Association, Inc. by deed from Viking Village, Ltd., a Virginia corporation, 217 Associates, Ltd., a Virginia corporation and H.R. Ashe, a resident of York County, Virginia, recorded on August 10, 2006, in the Clerk's Office of the County of York, Virginia, as Instrument #060019339.

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
COVENTRY PLANNED UNIT DEVELOPMENT

(Additional Common Property)

Schedule A: Tax Map/Parcel Identification Numbers

COVENTRY

T02a-1312-2642	117 AMELIA CT	T02a-2362-2985	204 BLACKBERRY BEND
T02a-1321-2577	115 AMELIA CT	T02a-2459-2919	202 BLACKBERRY BEND
T02a-1326-2705	118 AMELIA CT	T02b-2524-2872	200 BLACKBERRY BEND
T02a-1368-2753	116 AMELIA CT	T02b-2627-2547	115 BLACKBERRY BEND
T02a-1372-2544	113 AMELIA CT	T02b-2636-2790	120 BLACKBERRY BEND
T02a-1431-2761	114 AMELIA CT	T02b-2695-2518	113 BLACKBERRY BEND
T02a-1439-2547	111 AMELIA CT	T02b-2700-2741	118 BLACKBERRY BEND
T02a-1489-2728	112 AMELIA CT	T02b-2756-2701	116 BLACKBERRY BEND
T02a-1496-2540	109 AMELIA CT	T02b-2814-2656	114 BLACKBERRY BEND
T02a-1541-2707	110 AMELIA CT	T02b-2859-2590	112 BLACKBERRY BEND
T02a-1550-2523	107 AMELIA CT	T02b-2885-2505	110 BLACKBERRY BEND
T02a-1597-2682	108 AMELIA CT	T02d-2564-2276	101 BLACKBERRY BEND
T02a-1647-2650	106 AMELIA CT	T02d-2607-2334	103 BLACKBERRY BEND
T02a-1693-2615	104 AMELIA CT	T02d-2648-2389	105 BLACKBERRY BEND
T02a-1739-2582	102 AMELIA CT	T02d-2705-2441	107 BLACKBERRY BEND
T02a-1791-2544	100 AMELIA CT	T02d-2720-2160	100 BLACKBERRY BEND
T02c-1597-2491	105 AMELIA CT	T02d-2761-2219	102 BLACKBERRY BEND
T02c-1643-2463	103 AMELIA CT	T02d-2803-2276	104 BLACKBERRY BEND
T02b-4284-2904	112 BELLOWS PL	T02d-2851-2335	106 BLACKBERRY BEND
T02b-4303-2793	113 BELLOWS PL	T02d-2883-2412	108 BLACKBERRY BEND
T02b-4334-2970	110 BELLOWS PL	T02b-4164-3298	101 BLACKSMITH ARCH
T02b-4372-2751	111 BELLOWS PL	T02b-4235-3309	103 BLACKSMITH ARCH
T02b-4422-2976	108 BELLOWS PL	T02b-4241-3128	100 BLACKSMITH ARCH
T02b-4458-2775	109 BELLOWS PL	T02b-4303-3323	105 BLACKSMITH ARCH
T02b-4490-2980	106 BELLOWS PL	T02b-4313-3142	102 BLACKSMITH ARCH
T02b-4524-2798	107 BELLOWS PL	T02b-4372-3336	107 BLACKSMITH ARCH
T02b-4558-2990	104 BELLOWS PL	T02b-4380-3155	104 BLACKSMITH ARCH
T02b-4592-2814	105 BELLOWS PL	T02b-4441-3350	109 BLACKSMITH ARCH
T02b-4626-3001	102 BELLOWS PL	T02b-4448-3169	106 BLACKSMITH ARCH
T02b-4658-2829	103 BELLOWS PL	T02b-4509-3363	111 BLACKSMITH ARCH
T02a-2297-3033	206 BLACKBERRY BEND	T02b-4515-3182	108 BLACKSMITH ARCH

T02b-4578-3377	113 BLACKSMITH ARCH	T02d-2775-0554	102 BRANTLEY CT
T02b-4586-3194	110 BLACKSMITH ARCH	T02d-2778-0382	106 BRANTLEY CT
T02b-4661-3381	115 BLACKSMITH ARCH	T02d-2801-0304	108 BRANTLEY CT
T02b-4670-3212	114 BLACKSMITH ARCH	T02d-2801-0639	100 BRANTLEY CT
T02b-4696-3136	118 BLACKSMITH ARCH	T02d-2829-0221	110 BRANTLEY CT
T02b-4708-3070	120 BLACKSMITH ARCH	T02d-2871-0115	112 BRANTLEY CT
T02b-4722-2997	122 BLACKSMITH ARCH	T02d-2948-0500	103 BRANTLEY CT
T02b-4745-2869	200 BLACKSMITH ARCH	T02d-2964-0590	101 BRANTLEY CT
T02b-4746-3353	117 BLACKSMITH ARCH	T02d-2968-0087	113 BRANTLEY CT
T02b-4759-2795	202 BLACKSMITH ARCH	T02d-3000-0425	105 BRANTLEY CT
T02b-4768-2727	204 BLACKSMITH ARCH	T02d-3024-0349	107 BRANTLEY CT
T02b-4774-2658	206 BLACKSMITH ARCH	T02d-3043-0303	107Z BRANTLEY CT
T02b-4816-3298	119 BLACKSMITH ARCH	T02d-3074-0139	111 BRANTLEY CT
T02b-4857-3226	121 BLACKSMITH ARCH	T02d-3086-0245	109 BRANTLEY CT
T02b-4870-3146	123 BLACKSMITH ARCH	T02d-3301-0069	107Z1 BRANTLEY CT
T02b-4884-3072	125 BLACKSMITH ARCH	T02d-2871-1282	110 CAMILLE CT
T02b-4898-2997	127 BLACKSMITH ARCH	T02d-2889-1222	112 CAMILLE CT
T02b-4911-2929	201 BLACKSMITH ARCH	T02d-2892-1337	108 CAMILLE CT
T02b-4925-2855	203 BLACKSMITH ARCH	T02d-2919-1388	106 CAMILLE CT
T02b-4944-2719	205 BLACKSMITH ARCH	T02d-2935-1183	114 CAMILLE CT
T02b-4952-2640	207 BLACKSMITH ARCH	T02d-2938-1442	104 CAMILLE CT
T02b-4960-2564	209 BLACKSMITH ARCH	T02d-2967-1508	102 CAMILLE CT
T02d-4374-2150	322 BLACKSMITH ARCH	T02d-2999-1186	113 CAMILLE CT
T02d-4387-2040	325 BLACKSMITH ARCH	T02d-3058-1224	111 CAMILLE CT
T02d-4428-2212	320 BLACKSMITH ARCH	T02d-3071-1340	107 CAMILLE CT
T02d-4455-1992	323 BLACKSMITH ARCH	T02d-3075-1281	109 CAMILLE CT
T02d-4519-2213	318 BLACKSMITH ARCH	T02d-3079-1397	105 CAMILLE CT
T02d-4542-2014	321 BLACKSMITH ARCH	T02d-3088-1453	103 CAMILLE CT
T02d-4592-2212	316 BLACKSMITH ARCH	T02d-3108-1517	101 CAMILLE CT
T02d-4610-2030	319 BLACKSMITH ARCH	T02c-1140-2259	115Z CRIMSON CT
T02d-4660-2217	314 BLACKSMITH ARCH	T02c-1248-2324	113 CRIMSON CT
T02d-4679-2037	317 BLACKSMITH ARCH	T02c-1261-2394	114 CRIMSON CT
T02d-4731-2222	312 BLACKSMITH ARCH	T02c-1284-2273	111 CRIMSON CT
T02d-4747-2045	315 BLACKSMITH ARCH	T02c-1298-2454	112 CRIMSON CT
T02d-4814-2329	304 BLACKSMITH ARCH	T02c-1349-2244	109 CRIMSON CT
T02d-4818-2241	308 BLACKSMITH ARCH	T02c-1369-2459	110 CRIMSON CT
T02d-4826-2050	313 BLACKSMITH ARCH	T02c-1409-2255	107 CRIMSON CT
T02d-4898-2085	311 BLACKSMITH ARCH	T02c-1430-2432	108 CRIMSON CT
T02d-4958-2159	309 BLACKSMITH ARCH	T02c-1465-2248	105 CRIMSON CT
T02d-4970-2482	301 BLACKSMITH ARCH	T02c-1484-2419	106 CRIMSON CT
T02d-4979-2401	303 BLACKSMITH ARCH	T02c-1518-2235	103 CRIMSON CT
T02d-4988-2237	307 BLACKSMITH ARCH	T02c-1539-2396	104 CRIMSON CT
T02d-4989-2324	305 BLACKSMITH ARCH	T02c-1590-2370	102 CRIMSON CT
T02d-2762-0467	104 BRANTLEY CT	T02b-4331-2558	101 FERRIER PL

T02b-4407-2566	103 FERRIER PL	T02d-2558-1405	209Z HONEYSUCKLE LN
T02b-4475-2574	105 FERRIER PL	T02d-2559-0833	302 HONEYSUCKLE LN
T02b-4545-2581	107 FERRIER PL	T02d-2609-0498	405 HONEYSUCKLE LN
T02b-4618-2590	109 FERRIER PL	T02d-2652-0577	403 HONEYSUCKLE LN
T02b-4687-2597	111 FERRIER PL	T02d-2654-0318	403Z HONEYSUCKLE LN
T02b-4782-2583	113 FERRIER PL	T02d-2690-0665	401 HONEYSUCKLE LN
T02d-4354-2378	100 FERRIER PL	T02d-2721-0834	303 HONEYSUCKLE LN
T02d-4431-2387	102 FERRIER PL	T02d-2801-0126	403Z1 HONEYSUCKLE LN
T02d-4508-2396	104 FERRIER PL	T02a-1479-3308	121 IVY ARCH
T02d-4587-2404	106 FERRIER PL	T02a-1480-3225	119 IVY ARCH
T02d-4666-2414	108 FERRIER PL	T02a-1496-3386	123 IVY ARCH
T02d-4743-2423	110 FERRIER PL	T02a-1502-3147	117 IVY ARCH
T02d-4821-2430	112 FERRIER PL	T02a-1510-3455	125 IVY ARCH
T02c-2068-1100	108 HARVEST WAY	T02a-1524-3523	127 IVY ARCH
T02c-2072-0987	110 HARVEST WAY	T02a-1537-3591	129 IVY ARCH
T02c-2166-0903	109 HARVEST WAY	T02a-1545-3065	115 IVY ARCH
T02c-2206-1161	106 HARVEST WAY	T02a-1551-3658	131 IVY ARCH
T02c-2273-0935	107 HARVEST WAY	T02a-1564-3727	133 IVY ARCH
T02c-2289-1183	104 HARVEST WAY	T02a-1583-3805	135 IVY ARCH
T02c-2350-0996	105 HARVEST WAY	T02a-1596-3003	113 IVY ARCH
T02c-2364-1211	102 HARVEST WAY	T02a-1624-3879	137 IVY ARCH
T02c-2426-1033	103 HARVEST WAY	T02a-1658-2954	111 IVY ARCH
T02c-2449-1248	100 HARVEST WAY	T02a-1660-3251	118 IVY ARCH
T02d-2515-1058	101 HARVEST WAY	T02a-1662-3314	120 IVY ARCH
T02a-2267-2624	104 HEMLOCK CT	T02a-1675-3375	122 IVY ARCH
T02a-2274-2526	106 HEMLOCK CT	T02a-1681-3184	114 IVY ARCH
T02a-2338-2697	102 HEMLOCK CT	T02a-1686-3443	124 IVY ARCH
T02a-2394-2763	100 HEMLOCK CT	T02a-1700-3511	126 IVY ARCH
T02b-2513-2566	103 HEMLOCK CT	T02a-1713-3578	128 IVY ARCH
T02b-2561-2639	101 HEMLOCK CT	T02a-1714-3958	139 IVY ARCH
T02c-2368-2457	107 HEMLOCK CT	T02a-1721-2921	109 IVY ARCH
T02c-2465-2475	105 HEMLOCK CT	T02d-2725-0943	301 JUDITH CIR
T02c-1288-1043	298Z HONEYSUCKLE LN	T02d-2725-1653	100 JUDITH CIR
T02c-1871-1389	206 HONEYSUCKLE LN	T02d-2772-1625	102 JUDITH CIR
T02c-2052-0870	296Z HONEYSUCKLE LN	T02d-2785-0959	247 JUDITH CIR
T02c-2284-0501	408 HONEYSUCKLE LN	T02d-2821-1595	104 JUDITH CIR
T02c-2340-0561	406 HONEYSUCKLE LN	T02d-2821-1774	101 JUDITH CIR
T02c-2376-0749	300Z HONEYSUCKLE LN	T02d-2845-0956	245 JUDITH CIR
T02c-2406-0623	404 HONEYSUCKLE LN	T02d-2869-1740	103 JUDITH CIR
T02c-2414-0331	411 HONEYSUCKLE LN	T02d-2871-1568	106 JUDITH CIR
T02c-2471-0684	402 HONEYSUCKLE LN	T02d-2883-1097	244 JUDITH CIR
T02c-2489-0375	409 HONEYSUCKLE LN	T02d-2904-0955	243 JUDITH CIR
T02d-2522-0749	400 HONEYSUCKLE LN	T02d-2917-1711	105 JUDITH CIR
T02d-2550-0436	407 HONEYSUCKLE LN	T02d-2929-1548	108 JUDITH CIR

T02d-2941-1093	242 JUDITH CIR	T02d-2778-1280	106 KATHLEEN PL
T02d-2958-0950	241 JUDITH CIR	T02d-2789-1224	104 KATHLEEN PL
T02d-2973-1688	107 JUDITH CIR	T02d-2807-1172	102 KATHLEEN PL
T02d-2997-1089	238 JUDITH CIR	T02d-2812-1375	110 KATHLEEN PL
T02d-3012-0946	239 JUDITH CIR	T02d-2815-1497	114 KATHLEEN PL
T02d-3032-1676	109 JUDITH CIR	T02d-2817-1106	100 KATHLEEN PL
T02d-3046-1116	234 JUDITH CIR	T02d-2841-1440	112 KATHLEEN PL
T02d-3071-0932	237 JUDITH CIR	T02d-2809-0825	103 LEYLAND CT
T02d-3088-1661	201 JUDITH CIR	T02d-2893-0813	105 LEYLAND CT
T02d-3090-1148	232 JUDITH CIR	T02d-2976-0796	107 LEYLAND CT
T02d-3117-0958	235 JUDITH CIR	T02d-3060-0788	109 LEYLAND CT
T02d-3141-1180	230 JUDITH CIR	T02d-3071-0534	110 LEYLAND CT
T02d-3144-1646	203 JUDITH CIR	T02d-3164-0783	111 LEYLAND CT
T02d-3161-0993	233 JUDITH CIR	T02d-3173-0565	112 LEYLAND CT
T02d-3169-1237	222 JUDITH CIR	T02d-3220-0673	113 LEYLAND CT
T02d-3170-1298	220 JUDITH CIR	T02c-1128-2084	138 LILBURNE WAY
T02d-3173-1355	218 JUDITH CIR	T02c-1132-2009	137 LILBURNE WAY
T02d-3177-1411	216 JUDITH CIR	T02c-1149-2160	136 LILBURNE WAY
T02d-3179-1475	214 JUDITH CIR	T02c-1185-1965	135 LILBURNE WAY
T02d-3199-1633	205 JUDITH CIR	T02c-1208-2194	134 LILBURNE WAY
T02d-3206-1024	231 JUDITH CIR	T02c-1250-1963	133 LILBURNE WAY
T02d-3248-1617	207 JUDITH CIR	T02c-1260-1847	127Z1 LILBURNE WAY
T02d-3252-1055	229 JUDITH CIR	T02c-1271-2166	132 LILBURNE WAY
T02d-3303-1600	209 JUDITH CIR	T02c-1309-1975	131 LILBURNE WAY
T02d-3314-1080	227 JUDITH CIR	T02c-1323-2147	130 LILBURNE WAY
T02d-3333-1199	223 JUDITH CIR	T02c-1366-1972	129 LILBURNE WAY
T02d-3334-1141	225 JUDITH CIR	T02c-1378-2138	128 LILBURNE WAY
T02d-3334-1549	211 JUDITH CIR	T02c-1435-2133	126 LILBURNE WAY
T02d-3339-1255	221 JUDITH CIR	T02c-1438-1967	127 LILBURNE WAY
T02d-3345-1311	219 JUDITH CIR	T02c-1493-2136	124 LILBURNE WAY
T02d-3350-1367	217 JUDITH CIR	T02c-1496-1974	125 LILBURNE WAY
T02d-3357-1423	215 JUDITH CIR	T02c-1553-1990	123 LILBURNE WAY
T02d-3358-1486	213 JUDITH CIR	T02c-1554-2159	118 LILBURNE WAY
T02d-2609-1311	109 KATHLEEN PL	T02c-1592-2215	116 LILBURNE WAY
T02d-2611-1374	111 KATHLEEN PL	T02c-1608-2011	121 LILBURNE WAY
T02d-2623-1250	107 KATHLEEN PL	T02c-1647-2323	110 LILBURNE WAY
T02d-2626-1429	113 KATHLEEN PL	T02c-1655-2044	119 LILBURNE WAY
T02d-2638-1493	115 KATHLEEN PL	T02c-1672-2382	108 LILBURNE WAY
T02d-2639-1195	105 KATHLEEN PL	T02c-1693-2092	117 LILBURNE WAY
T02d-2657-1141	103 KATHLEEN PL	T02c-1706-2437	106 LILBURNE WAY
T02d-2682-1076	101 KATHLEEN PL	T02c-1728-2141	115 LILBURNE WAY
T02d-2685-1551	117 KATHLEEN PL	T02c-1760-2189	113 LILBURNE WAY
T02d-2753-1536	116 KATHLEEN PL	T02c-1785-2240	111 LILBURNE WAY
T02d-2754-1340	108 KATHLEEN PL		

T02c-1801-2295	109 LILBURNE WAY	T02a-1864-3660	319 PEACHTREE LN
T02c-1829-2344	107 LILBURNE WAY	T02a-1870-3750	321 PEACHTREE LN
T02c-1863-2387	105 LILBURNE WAY	T02a-1884-3362	311 PEACHTREE LN
T02c-1896-2432	103 LILBURNE WAY	T02a-1886-4172	404 PEACHTREE LN
T02c-1928-2477	101 LILBURNE WAY	T02a-1915-4108	402 PEACHTREE LN
T01b-2508-4991	108Z LOCHMERE CT	T02a-1924-3293	309 PEACHTREE LN
T01b-2553-4974	110 LOCHMERE CT	T02a-1948-2764	101 PEACHTREE LN
T01b-2642-4926	112 LOCHMERE CT	T02a-1949-4035	400 PEACHTREE LN
T01b-2751-4977	113 LOCHMERE CT	T02a-1976-3238	307 PEACHTREE LN
T02c-2151-0190	100 LOCHMERE CT	T02a-2008-3903	324 PEACHTREE LN
T02c-2222-0137	102 LOCHMERE CT	T02a-2029-3186	305 PEACHTREE LN
T02c-2298-0086	104 LOCHMERE CT	T02a-2029-3535	314 PEACHTREE LN
T02c-2355-0269	101 LOCHMERE CT	T02a-2030-3470	312 PEACHTREE LN
T02c-2379-0040	106 LOCHMERE CT	T02a-2032-3604	316 PEACHTREE LN
T02c-2455-0226	103 LOCHMERE CT	T02a-2033-3671	318 PEACHTREE LN
T02c-2460-0007	108 LOCHMERE CT	T02a-2033-3815	322 PEACHTREE LN
T02d-2540-0212	105 LOCHMERE CT	T02a-2034-3739	320 PEACHTREE LN
T02d-2618-0186	107 LOCHMERE CT	T02a-2035-2901	201 PEACHTREE LN
T02d-2709-0179	109 LOCHMERE CT	T02a-2056-3416	310 PEACHTREE LN
T02d-2765-0082	111 LOCHMERE CT	T02a-2061-2645	100 PEACHTREE LN
T02a-1538-4909	423 PEACHTREE LN	T02a-2071-3127	303 PEACHTREE LN
T02a-1542-4651	421 PEACHTREE LN	T02a-2078-2976	203 PEACHTREE LN
T02a-1550-4114	415Z PEACHTREE LN	T02a-2087-3056	301 PEACHTREE LN
T02a-1550-4546	419 PEACHTREE LN	T02a-2103-3370	308 PEACHTREE LN
T02a-1552-4472	417 PEACHTREE LN	T02a-2104-2704	102 PEACHTREE LN
T02a-1569-4385	415 PEACHTREE LN	T02a-2144-2758	200 PEACHTREE LN
T02a-1602-4320	413 PEACHTREE LN	T02a-2155-3312	306 PEACHTREE LN
T02a-1624-4913	422 PEACHTREE LN	T02a-2184-2810	202 PEACHTREE LN
T02a-1634-4257	411 PEACHTREE LN	T02a-2205-3247	304 PEACHTREE LN
T02a-1665-4194	409 PEACHTREE LN	T02a-2233-2876	204 PEACHTREE LN
T02a-1696-4131	407 PEACHTREE LN	T02a-2240-3180	302 PEACHTREE LN
T02a-1701-4682	420 PEACHTREE LN	T02a-2258-3103	300 PEACHTREE LN
T02a-1720-4592	418 PEACHTREE LN	T02c-1635-0537	113 SHOREWOOD TRCE
T02a-1727-4070	405 PEACHTREE LN	T02c-1703-0464	111 SHOREWOOD TRCE
T02a-1734-4530	416 PEACHTREE LN	T02c-1707-0743	108Z SHOREWOOD TRCE
T02a-1748-4471	414 PEACHTREE LN	T02c-1718-0661	114 SHOREWOOD TRCE
T02a-1769-4416	412 PEACHTREE LN	T02c-1811-0442	109 SHOREWOOD TRCE
T02a-1801-4362	410 PEACHTREE LN	T02c-1817-0700	112 SHOREWOOD TRCE
T02a-1829-4300	408 PEACHTREE LN	T02c-1882-0391	107 SHOREWOOD TRCE
T02a-1855-3512	315 PEACHTREE LN	T02c-1896-0654	110 SHOREWOOD TRCE
T02a-1856-4235	406 PEACHTREE LN	T02c-1950-0338	105 SHOREWOOD TRCE
T02a-1859-3436	313 PEACHTREE LN	T02c-1974-0595	108 SHOREWOOD TRCE
T02a-1859-3582	317 PEACHTREE LN	T02c-2021-0294	103 SHOREWOOD TRCE

T02c-2048-0557	106 SHOREWOOD TRCE	T02c-2190-0476	102 SHOREWOOD TRCE
T02c-2088-0248	101 SHOREWOOD TRCE	T02c-2249-0391	100 SHOREWOOD TRCE
T02c-2119-0516	104 SHOREWOOD TRCE		

FERGUSON GLADE

T02b-3291-2753	329 FERGUSON BEND	T02d-3420-2467	310 FERGUSON BEND
T02b-3294-2705	327 FERGUSON BEND	T02d-3430-2331	307 FERGUSON BEND
T02b-3296-2581	321 FERGUSON BEND	T02d-3462-2465	308 FERGUSON BEND
T02b-3298-2621	323 FERGUSON BEND	T02d-3471-2330	305 FERGUSON BEND
T02b-3298-2661	325 FERGUSON BEND	T02d-3511-2334	303 FERGUSON BEND
T02b-3300-2794	331 FERGUSON BEND	T02d-3554-2332	301 FERGUSON BEND
T02b-3307-2531	319 FERGUSON BEND	T02d-3662-2431	204Z FERGUSON BEND
T02b-3434-2575	322 FERGUSON BEND	T02d-3891-2469	110 FERGUSON BEND
T02b-3434-2617	324 FERGUSON BEND	T02d-3932-2478	108 FERGUSON BEND
T02b-3435-2701	328 FERGUSON BEND	T02d-3969-2483	106 FERGUSON BEND
T02b-3435-2745	330 FERGUSON BEND	T02d-3996-2349	107 FERGUSON BEND
T02b-3436-2531	320 FERGUSON BEND	T02d-4005-2490	104 FERGUSON BEND
T02b-3438-2658	326 FERGUSON BEND	T02d-4035-2353	105 FERGUSON BEND
T02b-3445-2894	337 FERGUSON BEND	T02d-4041-2495	102 FERGUSON BEND
T02b-3489-2906	339 FERGUSON BEND	T02d-4074-2358	103 FERGUSON BEND
T02b-3526-2917	341 FERGUSON BEND	T02d-4114-2363	101 FERGUSON BEND
T02b-3567-2941	343 FERGUSON BEND	T02b-3648-2738	101 GRINDSTONE TURN
T02b-3613-2946	401 FERGUSON BEND	T02b-3686-2751	103 GRINDSTONE TURN
T02b-3641-2824	404 FERGUSON BEND	T02b-3712-2625	100 GRINDSTONE TURN
T02b-3654-2958	403 FERGUSON BEND	T02b-3723-2762	107 GRINDSTONE TURN
T02b-3678-2836	406 FERGUSON BEND	T02b-3751-2632	102 GRINDSTONE TURN
T02b-3686-2975	405 FERGUSON BEND	T02b-3760-2774	109 GRINDSTONE TURN
T02b-3714-2846	408 FERGUSON BEND	T02b-3789-2647	104 GRINDSTONE TURN
T02b-3722-2986	407 FERGUSON BEND	T02b-3797-2788	111 GRINDSTONE TURN
T02b-3752-2861	410 FERGUSON BEND	T02b-3828-2658	106 GRINDSTONE TURN
T02b-3760-3000	409 FERGUSON BEND	T02b-3839-2800	113 GRINDSTONE TURN
T02b-3792-2875	412 FERGUSON BEND	T02b-3864-2672	108 GRINDSTONE TURN
T02b-3796-3011	411 FERGUSON BEND	T02b-3887-2818	115 GRINDSTONE TURN
T02b-3829-3024	413 FERGUSON BEND	T02b-3887-2926	125 GRINDSTONE TURN
T02b-3830-2888	414 FERGUSON BEND	T02b-3901-2684	110 GRINDSTONE TURN
T02b-3872-3039	415 FERGUSON BEND	T02b-3903-2887	123 GRINDSTONE TURN
T02b-4089-2504	100 FERGUSON BEND	T02b-3936-2837	117 GRINDSTONE TURN
T02d-3306-2481	317 FERGUSON BEND	T02b-3938-2697	112 GRINDSTONE TURN
T02d-3307-2438	315 FERGUSON BEND	T02b-3980-2711	114 GRINDSTONE TURN
T02d-3324-2396	313 FERGUSON BEND	T02b-3987-3053	130 GRINDSTONE TURN
T02d-3354-2361	311 FERGUSON BEND	T02b-3998-3015	128 GRINDSTONE TURN
T02d-3389-2336	309 FERGUSON BEND	T02b-4010-2978	126 GRINDSTONE TURN

T02b-4018-2735	116 GRINDSTONE TURN	T02b-3766-3240	112 SEEKRIGHT DR
T02b-4023-2938	124 GRINDSTONE TURN	T02b-3796-3108	111 SEEKRIGHT DR
T02b-4039-2895	122 GRINDSTONE TURN	T02b-3800-3241	110 SEEKRIGHT DR
T02b-4048-2765	118 GRINDSTONE TURN	T02b-3833-3241	108 SEEKRIGHT DR
T02b-4050-2851	120 GRINDSTONE TURN	T02b-3845-3116	109 SEEKRIGHT DR
T02b-3295-3153	140 SEEKRIGHT DR	T02b-3869-3242	106 SEEKRIGHT DR
T02b-3296-3115	142 SEEKRIGHT DR	T02b-3905-3239	104 SEEKRIGHT DR
T02b-3297-2973	150 SEEKRIGHT DR	T02b-3939-3242	102 SEEKRIGHT DR
T02b-3298-3079	144 SEEKRIGHT DR	T02b-3950-3111	103 SEEKRIGHT DR
T02b-3299-3008	148 SEEKRIGHT DR	T02b-3974-3243	100 SEEKRIGHT DR
T02b-3299-3043	146 SEEKRIGHT DR	T02b-3995-3117	101 SEEKRIGHT DR
T02b-3302-2934	152 SEEKRIGHT DR	T02d-3671-2079	120 TUI PL
T02b-3306-3189	138 SEEKRIGHT DR	T02d-3676-2119	118 TUI PL
T02b-3308-2895	154 SEEKRIGHT DR	T02d-3682-2046	122 TUI PL
T02b-3315-2858	156 SEEKRIGHT DR	T02d-3686-2261	100Z TUI PL
T02b-3329-3220	136 SEEKRIGHT DR	T02d-3702-2010	124 TUI PL
T02b-3345-2828	158 SEEKRIGHT DR	T02d-3763-2174	116 TUI PL
T02b-3367-3237	134 SEEKRIGHT DR	T02d-3804-2181	114 TUI PL
T02b-3407-3243	132 SEEKRIGHT DR	T02d-3809-2281	102 TUI PL
T02b-3420-3108	131 SEEKRIGHT DR	T02d-3810-2242	104 TUI PL
T02b-3432-2991	151 SEEKRIGHT DR	T02d-3851-2048	115 TUI PL
T02b-3440-3023	149 SEEKRIGHT DR	T02d-3899-2058	113 TUI PL
T02b-3440-3054	147 SEEKRIGHT DR	T02d-3934-2092	111 TUI PL
T02b-3444-3240	130 SEEKRIGHT DR	T02d-3943-2316	101 TUI PL
T02b-3446-2960	153 SEEKRIGHT DR	T02d-3944-2275	103 TUI PL
T02b-3473-3112	129 SEEKRIGHT DR	T02d-3951-2235	105 TUI PL
T02b-3477-3240	128 SEEKRIGHT DR	T02d-3959-2190	107 TUI PL
T02b-3512-3240	126 SEEKRIGHT DR	T02d-3962-2137	109 TUI PL
T02b-3514-3102	127 SEEKRIGHT DR	T02b-3476-2795	116Z WHITE RIDGE LN
T02b-3548-3241	124 SEEKRIGHT DR	T02b-3519-2771	114 WHITE RIDGE LN
T02b-3550-3104	125 SEEKRIGHT DR	T02b-3522-2727	112 WHITE RIDGE LN
T02b-3584-3108	123 SEEKRIGHT DR	T02b-3524-2645	108 WHITE RIDGE LN
T02b-3584-3240	122 SEEKRIGHT DR	T02b-3525-2526	102 WHITE RIDGE LN
T02b-3619-3103	121 SEEKRIGHT DR	T02b-3525-2567	104 WHITE RIDGE LN
T02b-3620-3240	120 SEEKRIGHT DR	T02b-3525-2607	106 WHITE RIDGE LN
T02b-3658-3105	119 SEEKRIGHT DR	T02b-3527-2686	110 WHITE RIDGE LN
T02b-3660-3240	118 SEEKRIGHT DR	T02b-3655-2508	103 WHITE RIDGE LN
T02b-3694-3105	117 SEEKRIGHT DR	T02b-3656-2594	107 WHITE RIDGE LN
T02b-3698-3242	116 SEEKRIGHT DR	T02b-3658-2551	105 WHITE RIDGE LN
T02b-3726-3096	115 SEEKRIGHT DR	T02d-3526-2473	100 WHITE RIDGE LN
T02b-3733-3242	114 SEEKRIGHT DR	T02d-3664-2466	101 WHITE RIDGE LN
T02b-3760-3102	113 SEEKRIGHT DR		

FINCH TERRACE

T02c-1693-1906	259 BELMONT CIR	T02c-2065-1587	233 BELMONT CIR
T02c-1697-1863	257 BELMONT CIR	T02c-2079-2177	402 BELMONT CIR
T02c-1727-1850	255Z BELMONT CIR	T02c-2081-1748	240 BELMONT CIR
T02c-1731-1951	261 BELMONT CIR	T02c-2098-2163	404 BELMONT CIR
T02c-1739-1831	255 BELMONT CIR	T02c-2100-1734	238 BELMONT CIR
T02c-1751-1983	263 BELMONT CIR	T02c-2105-1558	231 BELMONT CIR
T02c-1768-1800	253 BELMONT CIR	T02c-2121-2146	406 BELMONT CIR
T02c-1770-2011	265 BELMONT CIR	T02c-2125-1718	236 BELMONT CIR
T02c-1793-2038	267 BELMONT CIR	T02c-2135-1535	229 BELMONT CIR
T02c-1805-1776	251 BELMONT CIR	T02c-2138-2313	401 BELMONT CIR
T02c-1814-2068	269 BELMONT CIR	T02c-2151-2124	408 BELMONT CIR
T02c-1834-2098	271 BELMONT CIR	T02c-2163-1515	227 BELMONT CIR
T02c-1836-1755	249 BELMONT CIR	T02c-2163-1690	234 BELMONT CIR
T02c-1856-2127	273 BELMONT CIR	T02c-2175-2107	410 BELMONT CIR
T02c-1864-1918	258 BELMONT CIR	T02c-2175-2291	403 BELMONT CIR
T02c-1865-1734	247 BELMONT CIR	T02c-2184-1672	232 BELMONT CIR
T02c-1880-2156	301 BELMONT CIR	T02c-2190-1493	225 BELMONT CIR
T02c-1894-1713	245 BELMONT CIR	T02c-2193-2093	412 BELMONT CIR
T02c-1894-1887	256 BELMONT CIR	T02c-2202-1659	230 BELMONT CIR
T02c-1901-2187	303 BELMONT CIR	T02c-2203-2268	405 BELMONT CIR
T02c-1911-1874	254 BELMONT CIR	T02c-2217-2075	414 BELMONT CIR
T02c-1922-1692	243 BELMONT CIR	T02c-2219-1472	223 BELMONT CIR
T02c-1923-2218	305 BELMONT CIR	T02c-2225-1642	228 BELMONT CIR
T02c-1935-1857	252 BELMONT CIR	T02c-2231-2246	407 BELMONT CIR
T02c-1946-2248	307 BELMONT CIR	T02c-2248-1450	221 BELMONT CIR
T02c-1950-1671	241 BELMONT CIR	T02c-2248-2053	416 BELMONT CIR
T02c-1963-1836	250 BELMONT CIR	T02c-2254-1621	226 BELMONT CIR
T02c-1967-2280	309 BELMONT CIR	T02c-2261-2225	409 BELMONT CIR
T02c-1979-1650	239 BELMONT CIR	T02c-2273-2034	418 BELMONT CIR
T02c-1986-1819	248 BELMONT CIR	T02c-2277-1603	224 BELMONT CIR
T02c-1990-2310	311 BELMONT CIR	T02c-2279-1432	219 BELMONT CIR
T02c-2005-1805	246 BELMONT CIR	T02c-2291-2022	420 BELMONT CIR
T02c-2007-1630	237 BELMONT CIR	T02c-2291-2203	411 BELMONT CIR
T02c-2011-2339	313 BELMONT CIR	T02c-2295-1590	222 BELMONT CIR
T02c-2028-1788	244 BELMONT CIR	T02c-2313-2003	422 BELMONT CIR
T02c-2033-2369	315 BELMONT CIR	T02c-2320-2182	413 BELMONT CIR
T02c-2036-1608	235 BELMONT CIR	T02c-2322-1418	217 BELMONT CIR
T02c-2050-2197	400 BELMONT CIR	T02c-2335-1570	220 BELMONT CIR
T02c-2057-1767	242 BELMONT CIR	T02c-2338-1997	422Z BELMONT CIR
T02c-2060-2407	317 BELMONT CIR	T02c-2351-2159	415 BELMONT CIR

T02c-2353-1973	424 BELMONT CIR	T02c-1993-1943	129 CHANTICLAIR DR
T02c-2370-1428	215 BELMONT CIR	T02c-1993-2116	134 CHANTICLAIR DR
T02c-2379-1956	426 BELMONT CIR	T02c-2017-1925	127 CHANTICLAIR DR
T02c-2382-2136	417 BELMONT CIR	T02c-2021-2094	132 CHANTICLAIR DR
T02c-2404-1448	213 BELMONT CIR	T02c-2036-1911	125 CHANTICLAIR DR
T02c-2404-1938	428 BELMONT CIR	T02c-2039-2080	130 CHANTICLAIR DR
T02c-2412-2114	419 BELMONT CIR	T02c-2060-1894	123 CHANTICLAIR DR
T02c-2436-1915	100 BELMONT CIR	T02c-2064-2063	128 CHANTICLAIR DR
T02c-2440-1461	211 BELMONT CIR	T02c-2090-1872	121 CHANTICLAIR DR
T02c-2445-2092	421 BELMONT CIR	T02c-2095-2040	126 CHANTICLAIR DR
T02c-2460-1897	102 BELMONT CIR	T02c-2114-1854	119 CHANTICLAIR DR
T02c-2466-1490	209 BELMONT CIR	T02c-2119-2022	124 CHANTICLAIR DR
T02c-2476-2065	423 BELMONT CIR	T02c-2132-1841	117 CHANTICLAIR DR
T02c-2477-1884	104 BELMONT CIR	T02c-2143-2004	122 CHANTICLAIR DR
T02c-2478-1532	207 BELMONT CIR	T02c-2154-1824	115 CHANTICLAIR DR
T02c-2488-1568	205 BELMONT CIR	T02c-2172-1983	120 CHANTICLAIR DR
T02d-2505-1602	203 BELMONT CIR	T02c-2196-1966	118 CHANTICLAIR DR
T02d-2508-1854	106 BELMONT CIR	T02c-2214-1952	116 CHANTICLAIR DR
T02d-2524-1635	201 BELMONT CIR	T02c-2236-1935	114 CHANTICLAIR DR
T02d-2545-1666	123 BELMONT CIR	T02c-2241-1760	113 CHANTICLAIR DR
T02d-2550-2011	101 BELMONT CIR	T02c-2263-1744	111 CHANTICLAIR DR
T02d-2565-1696	121 BELMONT CIR	T02c-2276-1933	112Z CHANTICLAIR DR
T02d-2584-1725	119 BELMONT CIR	T02c-2288-1726	109 CHANTICLAIR DR
T02d-2585-1988	103 BELMONT CIR	T02c-2318-1704	107 CHANTICLAIR DR
T02d-2605-1754	117 BELMONT CIR	T02c-2322-1872	112 CHANTICLAIR DR
T02d-2625-1967	105 BELMONT CIR	T02c-2342-1686	105 CHANTICLAIR DR
T02d-2635-1784	115 BELMONT CIR	T02c-2345-1856	110 CHANTICLAIR DR
T02d-2652-1933	107 BELMONT CIR	T02c-2360-1673	103 CHANTICLAIR DR
T02d-2655-1821	113 BELMONT CIR	T02c-2363-1842	108 CHANTICLAIR DR
T02d-2670-1856	111 BELMONT CIR	T02c-2386-1825	106 CHANTICLAIR DR
T02d-2692-1900	109 BELMONT CIR	T02c-2391-1646	101 CHANTICLAIR DR
T02c-1910-2003	135 CHANTICLAIR DR	T02c-2416-1803	104 CHANTICLAIR DR
T02c-1939-1982	133 CHANTICLAIR DR	T02c-2440-1785	102 CHANTICLAIR DR
T02c-1963-1965	131 CHANTICLAIR DR	T02c-2467-1765	100 CHANTICLAIR DR

SMITHY GLEN

T02d-4069-1670	207 ANDOVER CT	T02d-4090-1422	103 ANDOVER CT
T02d-4073-1639	205 ANDOVER CT	T02d-4093-1390	101 ANDOVER CT
T02d-4076-1612	203 ANDOVER CT	T02d-4140-1647	208 ANDOVER CT
T02d-4080-1580	201 ANDOVER CT	T02d-4142-1606	206 ANDOVER CT
T02d-4084-1477	107 ANDOVER CT	T02d-4171-1648	210 ANDOVER CT
T02d-4087-1448	105 ANDOVER CT	T02d-4174-1607	204 ANDOVER CT

T02d-4198-1649	212 ANDOVER CT	T02d-4757-0218	304 CRESCENT CT
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T02d-4215-1401	100 ANDOVER CT	T02d-4843-0430	408 CRESCENT CT
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T02d-3917-0401	206 HAMLET CT	T02d-3960-1040	100Z KINGSTON CT
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T02d-3976-0204	403 HAMLET CT	T02d-3995-0946	401 KINGSTON CT
T02d-3982-0396	106 HAMLET CT	T02d-4017-1258	101 KINGSTON CT
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T02d-4080-1025	303 KINGSTON CT	T02d-4500-0188	310 MONUMENT CT
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T02d-4416-0443	508 MONUMENT CT	T02d-3701-1436	211 WEXFORD CT

T02d-3708-1395 205 WEXFORD CT
T02d-3717-1321 109 WEXFORD CT
T02d-3728-1439 213 WEXFORD CT
T02d-3733-1294 111 WEXFORD CT
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INSTRUMENT 170018351
RECORDED IN THE CLERK'S OFFICE OF
YORK COUNTY - POQUOSON CIRCUIT COURT ON
September 27, 2017 AT 03:45 PM
KRISTEN N. NELSON, CLERK
RECORDED BY: ERB
Erin R. Byrd

BOOK 509 PAGE 141

THIS DOCUMENT IS EXHIBIT B TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR COVENTRY PLANNED UNIT DEVELOPMENT DATED JANUARY 1, 1988

ARTICLES OF INCORPORATION
OF
COVENTRY HOMEOWNERS ASSOCIATION, INC.

ARTICLES OF INCORPORATION OF
COVENTRY HOMEOWNERS ASSOCIATION, INC.

The undersigned hereby forms a non-stock corporation under the provisions of Chapter Ten of Title 13.1 of the Code of Virginia, 1950, as amended, and to that end set forths the following:

1. Name. The name of the corporation is COVENTRY HOMEOWNERS ASSOCIATION, INC. (hereinafter called the "Master Association").

2. Purpose. The purposes for which the Master Association is formed are:

A. To provide a non-profit entity which will operate for the purpose of bringing about civic betterment and social improvements in the residential community located in York County, Virginia, known as Coventry Planned Unit Development (hereinafter referred to as "Coventry") governed by the Declaration of Covenants, Conditions, and Restrictions of the Coventry Planned Unit Development, dated January 1, 1988, and recorded in the office of the Clerk of the Circuit Court for the County of York, Virginia, as well as to act to protect and preserve the property values of Coventry and perform with the aim in mind that it act not for an individual's benefit, but rather for the common good of the community.

B. To provide an entity to exercise the powers and functions granted to the Master Association; in, or pursuant to the Declaration of Covenants, Conditions, and Restrictions that have been recorded or will be recorded with respect to Coventry.

C. To supervise and maintain all properties belonging to the Master Association.

D. The Master Association shall have the power to do all and everything necessary, suitable and proper for the accomplishment of the foregoing purposes, and to do every other act or acts, thing or things, incidental or appurtenant to or growing out of or connected with the aforesaid powers provided the same not be inconsistent with the laws under this Association is organized.

3. Rights of Owners. Every individual who owns a condominium unit or townhouse unit in Coventry shall be hereinafter referred to as owning a "residential unit" in Coventry. Each residential unit owner shall have those rights set forth in the Declaration of Covenants, Conditions, and Restrictions recorded with respect to Coventry.

4. Membership. There shall be two classes of membership in the Master Association as follows:

(a) Class A Membership. Every person or entity who is a record

owner of a Residential Unit in the Development including contract sellers, together with all occupants of Residential units, shall be a member of the Master Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of a debtor or other obligation. Membership shall be appurtenant to and may not be separated from ownership or occupancy of any Residential Unit which is subject to assessment by the Master Association. Ownership or occupancy shall be the sole qualification for member in this class.

(b) Class B Membership. Every owner of a lot in the Tabbs Lake single family Residential subdivision, located in York County, Virginia, and any other subdivision or development as may from time to time be included by the Board, has the option of membership in the Master Association, which membership may be elected by written notification of such intention made to the Master Association Board or any committee appointed thereby. Such membership may be maintained by paying all membership dues as adopted from time to time by the Board of Directors when due and by abiding by all the terms and conditions of the Declaration, the Articles of Incorporation and Bylaws of the Master Association and any rules and regulations adopted thereby. Failure to pay dues timely or to abide by the above restrictions shall lead to immediate dismissal of membership from the Master Association.

5. Voting Rights. The Master Association shall have two types of voting membership as follows:

Type "A": The Type "A" Voting Membership shall consist of all Owners of Residential Units, (with the exception of the Declarant or any Project Developer, which shall only become Type "A" Voting Members with respect to any Residential Units owned by them upon the termination of the Type "B" Voting Membership as indicated below). Each Residential Unit is assigned one (1) vote which may be cast by the Owner upon any referendum or any call for a vote at any meeting of the Master Association. Where the ownership of a Residential Unit is in more than one person, the person who shall be entitled to cast the vote of such Residential Unit shall be the person named in a certificate executed by all of the Owners of such Residential Unit and filed with the Secretary or, in the absence of such named person from the meeting, the person who shall be entitled to cast the vote of such Residential Unit shall be the person owning such Residential Unit who is present. If more than one person owning such Residential Unit is present then such vote shall be cast only in accordance with the unanimous agreement of said Owners. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Except where a greater percentage is required by the Declaration or the Bylaws, the Owners representing more than fifty percent (50%) of the votes in the Master Association, voting in person or by proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Master Association. Notwithstanding the above, if the Declarant owns or holds title to one or more Residential Units, and the Type "B" voting membership in the Master Association has terminated, the Declarant or any Project Developer shall become a Type "A" voting member and shall have the right at any meeting of the Master Association to cast the votes to which such Residential Unit or Residential Units are entitled. No Owner may

vote at any meeting of the Master Association or be elected to or serve on the Board of Directors if the Master Association has perfected a lien against his Residential Unit and the amount necessary to release such lien has not been paid at the time of such meeting or election. Occupants of Residential Units that are not owners of Resident Units and property owners in Tabb Lakes or other property owners offered membership in the Master Association have no voting rights in the Master Association.

Type "B": The Type "B" Voting Membership shall consist of the Declarant, which shall be entitled to two (2) votes for each Residential Unit proposed for development in the Overall Plan, excluding those Residential Units, if any, conveyed to an Owner. This Type "B" voting membership shall terminate upon the happening of either of the following events, whichever shall first occur:

A. The date upon which the total outstanding votes in the Type "A" voting membership equal the total outstanding votes of the Type "B" voting membership; or

B. The date ten (10) years from the date of recordation of this Declaration.

6. Board of Directors. The affairs of the Master Association will be managed by the Board of Directors consisting of the number of directors determined by the Bylaws. The initial Board of Directors shall consist of three (3) directors whose names and addresses are:

H. R. Ashe . 632 Hampton Highway
Tabb, Virginia 23602

Tab Smith . 632 Hampton Highway
Tabb, Virginia 23602

~~Bel Kennedy~~ *Tom Fuller* . 632 Hampton Highway
Tabb, Virginia 23602

The initial Board of Directors shall serve for a term which expires at the earlier to occur of (1) a day within thirty (30) days after building permits have been issued for sixty-six and two-thirds percent (66-2/3%) of the Residential Units to be constructed in the Development according to the Overall Plan, or (2) ten (10) years from the date of settlement of the first Residential Unit sold.

7. Registered Office and Agent. The address of the initial registered office of the Master Association is 600 Thimble Shoals Boulevard, Newport News, Virginia 23606, and its initial registered agent is Conway H. Sheild, III, who is a resident of Virginia, a member of the Virginia State Bar, and whose business address is the same as the initial registered office of the Master Association.

8. Non-Stock. The Master Association is not authorized to issue any capital stock.

9. Dissolution. The Master Association shall not conduct the business of the Master Association for profit and in the event of dissolution of the Master Association, any of its assets which may remain after the payment and/or satisfaction of all proper claims and demands then existing against the Master Association shall be applied to such public or charitable purpose as shall be determined by the Circuit Court of York County, Virginia. No member or individual has any right, title, or interest of any kind in or to such remaining assets of the Master Association.

10. Indemnity. The Master Association shall indemnify any director or officer or former director or officer of the Master Association or any person who may have served at its request as a director or officer of the Master Association or any corporation of which it is a creditor, against expenses actually and reasonably incurred by him in connection with the defense of any claim, action, suit or proceeding against him by reason of being or having been such director or officer, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty; to make any other or further indemnity to any such persons that may be authorized by the Articles of Incorporation or any resolution adopted, before or after the event, by the members.

11. Amendments. Amendments of these Articles of Incorporation shall require the assent of two-thirds (2/3) of the entire membership of the Master Association.

12. Duration. The Master Association shall exist perpetually unless the Board of Directors and members of the Master Association vote, in accordance with the laws of the Commonwealth of Virginia, to dissolve the Master Association.

IN WITNESS WHEREOF, for the purpose of forming this Master Association under the laws of the State of Virginia, the undersigned, being the incorporator of this Master Association, hereby executes these Articles of Incorporation, this 29th day of January, 1988.


Robert L. Freeman, Jr.

(32c)

BOOK 509 PAGE 146

STATE OF VIRGINIA
CITY OF NEWPORT NEWS, to wit:

I, Marcella Albers, a Notary Public in and for the
City and State aforesaid, whose commission expires on the 10th day of
August, 1990, do hereby certify that ROBERT L. FREEMAN, JR.,
whose name is signed to the foregoing writing, has acknowledged the same before
me in my City and State aforesaid.

Given under my hand this 29th day of January, 1988.

Marcella Albers
Notary Public

THIS DOCUMENT IS EXHIBIT C TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR COVENTRY PLANNED UNIT DEVELOPMENT, DATED JANUARY 1, 1988

BYLAWS
OF
COVENTRY HOMEOWNERS ASSOCIATION, INC.

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OF
COVENTRY HOMEOWNERS ASSOCIATION, INC.

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BYLAWS OF
COVENTRY HOMEOWNERS ASSOCIATION, INC.

ARTICLE ONE

GENERAL PROVISIONS

Section One. Applicability. These Bylaws provide for the governance of Coventry Planned Unit Development, located in the County of York, Virginia (hereinafter the "Development") pursuant to the requirements of the Declaration of Covenants, Conditions, and Restrictions for Coventry Planned Unit Development (hereinafter referred to as the "Declaration").

Section Two. Master Association. The Development shall be governed by Coventry Homeowners Association, Inc., a non-stock, non-profit Virginia corporation (hereinafter the "Master Association"). The Master Association shall consist of all of the Owners acting as a group in accordance with the Declaration and these Bylaws. For all purposes the Master Association shall act merely as an agent for the Owners as a group. The Master Association shall have the responsibility of administering the Development, establishing the means and methods of collecting assessments and charges, arranging for the management of the Development and performing all of the other acts that may be required or permitted to be performed by the Master Association by the Declaration. The foregoing responsibilities shall be performed by the Board of Directors or Managing Agent as more particularly set forth in Article Four of these Bylaws.

Section Three. Compliance. All Owners, tenants and occupants, their agents, servants, invitees, licensees and employees and others that use the Development Property or any part thereof, are subject to, and shall comply with these Bylaws.

Section Four. Office. The office of the Master Association shall be located anywhere on the Development or such other place as may be designated from time to time by the Board of Directors of the Master Association.

Section Five. Definitions. The terms defined in Article Two of the Declaration of Covenants, Conditions and Restrictions of Coventry Planned Unit Development shall be deemed to have the meanings therein specified to them wherever they appear in these bylaws, unless the context clearly indicates a different meaning.

ARTICLE TWO

MEMBERSHIP

Section One. Generally. There shall be two classes of membership in the Master Association as follows:

- (a) Class A Membership. Every person or entity who is a

record owner of a Residential Unit in the Development including contract sellers, together with all occupants of Residential units, shall be a member of the Master Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of a debtor or other obligation. Membership shall be appurtenant to and may not be separated from ownership or occupancy of any Residential Unit which is subject to assessment by the Master Association. Ownership or occupancy shall be the sole qualification for member in this class.

(b) Class B Membership. Every owner of a lot in the Tabbs Lake single family Residential subdivision, located in York County, Virginia, and any other subdivision or development as may from time to time be included by the Board, has the option of membership in the Master Association, which membership may be elected by written notification of such intention made to the Master Association Board or any committee appointed thereby. Such membership may be maintained by paying all membership dues as adopted from time to time by the Board of Directors when due and by abiding by all the terms and conditions of the Declaration, the Articles of Incorporation and Bylaws of the Master Association and any rules and regulations adopted thereby. Failure to pay dues timely or to abide by the above restrictions shall lead to immediate dismissal of membership from the Master Association.

Section Two. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Master Association, but no later than one year after the conveyance of the first Residential Unit, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section Three. Special Meetings.

(a) Special meetings of the Members may be called at any time by the President or by the Board of Directors or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the entire membership.

(b) On the earlier of (1) a day within thirty (30) days after building permits have been issued for sixty-six and two-thirds percent (66-2/3%) of the Residential Units to be constructed in the Development according to the Overall Plan, or (2) ten (10) years from the date of settlement of the first Residential Unit sold, a special meeting of the Master Association shall be held at which all of the members of the Board of Directors designated by the Declarant shall resign, and the Owners, including the Declarant if the Declarant owns one or more Residential Units, shall thereupon elect successor members of the Board of Directors to act in the place and stead of those resigning.

Section Four. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least twenty-one (21) days in advance of any annual or regularly scheduled meeting and at least seven (7) days in advance of any other meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Master Association or supplied by such Member to the Master Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section Five. Voting Rights. The Master Association shall have two types of voting Membership as follows:

Type "A": The Type "A" Voting Membership shall consist of all Owners of Residential Units, (with the exception of the Declarant or any Project Developer, which shall only become Type "A" Voting Members with respect to any Residential Units owned by them upon the termination of the Type "B" Voting Membership as indicated below). Each Residential Unit is assigned one (1) vote which may be cast by the Owner upon any referendum or any call for a vote at any meeting of the Master Association. Where the ownership of a Residential Unit is in more than one person, the person who shall be entitled to cast the vote of such Residential Unit shall be the person named in a certificate executed by all of the Owners of such Residential Unit and filed with the Secretary or, in the absence of such named person from the meeting, the person who shall be entitled to cast the vote of such Residential Unit shall be the person owning such Residential Unit who is present. If more than one person owning such Residential Unit is present then such vote shall be cast only in accordance with the unanimous agreement of said Owners. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Except where a greater percentage is required by the Declaration or these Bylaws, the Owners representing more than fifty percent (50%) of the votes in the Master Association, voting in person or by proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Master Association. Notwithstanding the above, if the Declarant owns or holds title to one or more Residential Units, and the Type "B" Voting Membership in the Master Association has terminated, the Declarant or any Project Developer shall become a Type "A" Voting Member and shall have the right at any meeting of the Master Association to cast the votes to which such Residential Unit or Residential Units are entitled. No Owner may vote at any meeting of the Master Association or be elected to or serve on the Board of Directors if the Master Association has perfected a lien against his Residential Unit and the amount necessary to release such lien has not been paid at the time of such meeting or election. Occupants of Residential Units that are not owners of such units and property owners in Tabb Lakes or other property owners offered membership in the Master Association have no voting rights in the Master Association.

Type "B": The Type "B" Voting Membership shall consist of the Declarant, which shall be entitled to two (2) votes for each Residential

Unit proposed for development in the Overall Plan, excluding those Residential Units, if any, conveyed to an Owner. This Type "B" Membership shall terminate upon the happening of either of the following events, whichever shall first occur:

A. The date upon which the total outstanding votes in the Type "A" Membership equal the total outstanding votes of the Type "B" Membership; or

B. The date ten (10) years from the date of recordation of the Declaration.

Section Six. Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Owner in favor of only another Owner, a Mortgagee or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the persons owning such Residential Unit. Any proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid, or if the signatures of any of those executing the same has not been witnessed by a person who also shall sign his full name and address. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution of thereof, to execute deeds on behalf of that person. Except with respect to proxies in favor of a Mortgagee, no proxy shall in any event be valid for a period in excess of one hundred and eighty (180) days after the execution thereof.

Section Seven. Quorum. Except as otherwise provided in these Bylaws or the Declaration, Members having twenty-five percent (25%) of the total votes of the Master Association shall constitute a quorum at all meetings of the membership of the Master Association.

Section Eight. Adjournment of Meetings. If at any meeting of the Master Association a quorum is not present, Members who are present at such meeting in person or by proxy, may adjourn the meeting from time to time, without notice other than announcement at said meeting, until a quorum shall be present or be represented.

Section Nine. Conduct of Meetings. The President shall preside over all meetings of the Master Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Master Association when not in conflict with the Declaration and these Bylaws.

Section Ten. Voting Members to Have Power of Referendum in Certain Instances. Where specifically provided for in the Declaration, voting Members shall have the power to approve or reject certain actions proposed

to be taken by the Master Association by referendum including, without limitation, the levy by the Master Association of any special assessment, the increase of maximum assessments by the Master Association in excess of that provided for herein, and the addition of services which the Master Association is authorized to perform. In the event fifty-one percent (51%) or more of the votes actually returned to the Master Association within the specified time shall be in favor of such action, the referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a referendum without complying with the provisions therefor.

ARTICLE THREE

BOARD OF DIRECTORS

Section One. Management of Master Association. The affairs of the Master Association shall be managed by a Board of Directors (hereinafter referred to as the "Board").

Section Two. First Board. The Board shall, during the period of Declarant control as established herein, consist of three persons, none of whom need be Members of the Master Association. The first Board shall consist of persons designated by the Declarant and they shall serve until replaced by Declarant or until their successors are elected.

(a) The Declarant shall have the absolute right, at any time, in its sole discretion, to remove any member of the Board designated by Declarant and replace any such person with another person to serve on the Board. Notice of such action shall be given to the Master Association.

(b) "The period of Declarant control" means the period ending on the earliest of (1) the date when building permits have been issued for sixty-six and two-thirds percent (66-2/3%) of the Residential Units proposed to be constructed in the Development according to the Overall Plan, or (2) ten (10) years from the date of settlement of the first Residential Unit sold.

Section Three. Subsequent Boards. Upon the termination of the period of Declarant Control referred to in Section Two above, there will be held a special meeting of the voting Members of the Master Association pursuant to Article Two, Section Three of these Bylaws for the purpose of electing members to the Board, which shall hereafter consist of five (5) persons, all of whom shall be Owners, or spouses of Owners, Mortgagees or designees of the Declarant. The term of office for two (2) members of the Board shall be fixed for three (3) years, the term of office for two (2) members of the Board shall be fixed for two (2) years, and the term of office for one (1) member of the Board shall be fixed for one (1) year. At the expiration of the initial term of office of each member of this Board,

a successor shall be elected to serve for a term of three (3) years. The members of the Board shall hold office until their respective successors shall have been elected by the Members of the Master Association.

Section Four. Election of Directors. Except for designating of Directors by Declarant, as hereinbefore provided, election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual meeting.

(b) Nomination for election to the Board shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a Chairman, who shall be a member of the Board, and two or more Members of the Master Association. The nominating committee shall be appointed by the Board prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

(c) The election shall be by secret ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast. There shall be no cumulative voting.

(d) Except as to vacancies created by removal of Directors by Members, vacancies in the Board occurring between annual meetings of Members shall be filled by the remaining Directors.

Section Five. Regular Meetings. Regular meetings of the Board shall be held monthly without notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section Six. Special Meetings. Special meetings of the Board shall be held when called by the president of the Master Association, or by any Director, after not less than three (3) days notice to each Director.

Section Seven. Action Without Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board. Further, the Board is authorized to submit to the Members certain items for consideration in the form of a written referendum as established in Article Three, Section Ten herein.

Section Eight. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or

decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section Nine. Compensation. No member of the Board shall receive any compensation from the Master Association for acting as such.

Section Ten. Powers and Duties. The powers and duties of the Master Association may, subject to the limitations set forth herein, be exercised by the Board, in the Board's sole discretion. Such powers shall include without limiting the generality of the foregoing, the following:

(a) To prepare an annual budget, in which there shall be established the annual assessments of each Owner.

(b) To make, levy and collect assessments against Owners to defray the costs and expenses of the Development and common expenses of the Development, and accumulation of reserves for the replacement of the improvements upon the Common Property.

(c) To provide for the maintenance, repair, replacement, operation, improvement and management of the Common Property, wherever the same are required to be done and accomplished by the Master Association for the benefit of its Members.

(d) To open bank accounts on behalf of the Master Association and designate the signatories thereof.

(e) To make, or contract for the making of, repairs, additions and improvements to or alterations of the Common Property and repairs and restoration thereof, in accordance with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(f) To keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Common Property, and the administration of the Development, specifying the expenses of maintenance and repair of the Common Property and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner set and announced by the Board for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting principles.

(g) To adopt and amend administrative rules and regulations governing the details of the operation and use of the Common Property and the recreational amenities thereon, so long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration and Exhibits attached thereto.

(h) To acquire, operate, convey, lease, manage and otherwise trade and deal with Residential Units in the Development on behalf of the Master Association, as may be necessary or convenient in the operation and management of the Development and in accomplishing the purposes set forth in the Declaration.

(i) To contract on behalf of the Master Association for the management of the Development and to delegate to such Managing Agent such powers and duties of the Master Association as the Directors deem fit (see Section Fourteen below), to lease or concession such portions thereof and to ratify and confirm any existing leases or concessions of any part of the Common Property.

(j) To enforce, by legal means, the provisions of the Declaration and any Exhibits attached thereto and the rules and regulations promulgated governing the use of the Property.

(k) To cause the Master Association to pay all taxes and assessments of any type which affect any part of the Common Property and the appurtenances thereto, and to assess the same against the Members and their respective Residential Units.

(l) To cause the Master Association to carry insurance for the protection of the Members and the Master Association against casualty and liability for the Common Property.

(m) To cause the Master Association to pay all costs of power, water, sewer and other utility services rendered to the Development which are not the specific responsibility of the Owners of the Residential Units.

(n) To cause the Master Association to employ personnel, for reasonable compensation, to perform services required for proper administration of the purposes of the Master Association, including accountants, attorneys, contractors and other professionals.

(o) The Master Association shall have the right, when determined by the Board to be in the best interests of the Development, to grant exclusive licenses, easements, permits, leases, or privileges to any individual or entity, including Non-Owners, which affect the Common Property and to alter, add to, relocate or improve the Common Property, so long as such grants do not, except for temporary inconvenience, interfere with or result in uses contrary to the uses intended for the Common Property contained in the Overall Plan.

(p) To do such other things and acts not inconsistent with the Declaration or these Bylaws which the Board may be authorized to do by a resolution of the Master Association.

Section Eleven. Authority of First Board. The undertakings and contracts authorized by the first board, including the first budget, shall be binding upon the Master Association in the same manner as though such

undertakings and contracts had been authorized by a Board duly elected by the Members of the Master Association.

Section Twelve. Removal of Directors. Should the Members of the Master Association at any duly convened regular or special meeting convened desire, they may remove any Director except Directors designated by Declarant with or without cause by the vote or agreement in writing by a majority of all Members and a successor may immediately be elected to fill the vacancy thus created. Should the Members fail to elect a successor, the Board may fill the vacancy.

Section Thirteen. Proviso. Notwithstanding anything herein contained to the contrary, the Directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify or abridge the rights, privileges and immunities of the Declarant as set forth in the Declaration, the Articles of Incorporation and these Bylaws.

Section Fourteen. Managing Agent. The Board of Directors may employ for the Development a "Managing Agent."

(a) The Managing Agent shall perform such duties and services as the Board shall authorize. The Managing Agent shall perform the obligations, duties and services relating to management of the Development, the rights of Mortgagees and the maintenance of reserve funds in compliance with the provisions of the Bylaws and the Declaration.

(b) The Board shall impose appropriate standards of performance upon the Managing Agent. Unless the Managing Agent is instructed otherwise by the Board:

- (1) The accrual method of accounting shall be employed;
- (2) Cash accounts of the Master Association shall not be mingled with any other accounts;
- (3) No remuneration shall be accepted by the Managing Agent from vendors, independent contractors or others providing goods or services to the Master Association whether in the form of commissions, finders fees, service fees or otherwise; any discounts received shall benefit the Master Association;
- (4) Any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Master Association shall be disclosed promptly to the Board; and
- (5) A monthly financial report shall be prepared for the Master Association disclosing:
 - (i) All income and disbursement activity for the preceding month;

(ii) The status of all accounts in an "actual" versus "projected" (budget) format; and

(iii) Any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent (10%) of a major budget category (as distinct from a specific line item in an expanded chart of accounts);

(c) During the period when persons designated by the Declarant constitute a majority of the Board, the Board may employ a Managing Agent for a term not to exceed two (2) years during said period. Any contract with the Managing Agent must provide that it may be terminated with cause on no more than thirty (30) days' written notice.

ARTICLE FOUR

COMMITTEES

Section One. Committees to be Appointed. The Master Association shall appoint a nominating committee as provided in Article Four, Section Four(b) of these Bylaws and an Architectural Review Committee as provided in Article Ten of the Declaration. In addition, the Board may appoint other committees as deemed appropriate in carrying out its purposes, such as:

(a) A Recreation Committee which shall advise the Board on all matters pertaining to the recreational facilities, programs and activities of the Master Association and shall perform such other functions as the Board, in its discretion, determines;

(b) An Audit Committee, which shall supervise the annual audit of the Master Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex officio member of the Committee.

Section Two. Duty of Committees. It shall be the duty of each Committee to receive complaints from Members on any matter involving Master Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Master Association as is further concerned with the matter presented.

ARTICLE FIVE

OFFICERS

Section One. Enumeration of Officers. The officers of this Master Association shall be a president, who shall at all times be a member of the

Board, a vice president, a secretary and a treasurer and such other officers as the Board may from time to time by resolution create.

Section Two. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section Three. Term. The officers of this Master Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section Four. Special Appointments. The Board may elect such other officers as the affairs of the Master Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section Five. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

Section Seven. Multiple Offices. The office of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section Four of this Article.

Section Eight. Duties. The duties of the officers are as follows:

(a) President. The President shall be the chief executive officer of the Master Association. He shall have all the powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the Members from time to time as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Master Association. The President shall be a member of the Board.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Master Association and affix it on all papers

requiring said seal; serve notice of meetings to the Board and to the Members; keep appropriate current records showing the Members of the Master Association together with their addresses; provide written notification to the first mortgagee of a Residential Unit of any default by the mortgagor/Member of such Residential Unit in the performance of such mortgagor's obligations under the Declaration governing the Property, the Articles of Incorporation of the Master Association or these Bylaws which, is not cured within thirty (30) days upon receipt of a request for such information by such first mortgagee.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Master Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Master Association; keep proper books of account; cause an annual audit of the Master Association books to be made by a public accountant at the completion of each fiscal year if such an audit is required by the Board of Directors; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE SIX

FISCAL MANAGEMENT

Section One. Manner and Notification. The Board shall fix and determine the sums necessary to pay all the common expenses, and other fees of the Development, including maintenance of proper reserves, pursuant to the provisions of the Declaration, Articles of Incorporation and these Bylaws. The same shall be assessed against the Owners as provided in the Declaration and all the Exhibits attached thereto.

Section Two. Payments of Assessments. Except as specified to the contrary, funds for the payment of common expenses shall be assessed against the Owners in the proportions provided in the Declaration. Said assessments shall be payable monthly, without notice, unless otherwise required by the Board. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments except notice thereof shall be given, and shall be payable in the manner determined by the Board.

Section Three. Date of Commencement of Annual Assessments; Due Dates. The annual assessment provided for herein shall commence as to all Residential Units on the first day of the month following the conveyance to the Master Association of all of the Common Property; provided, however, that if portions of the Common Property are conveyed to the Master Association at different times, as set forth in the Declaration, then the annual assessment provided for herein shall commence as to all the Residential Units in such added section on the first day of the month following the conveyance of the Common Property to the Master Association in that section, notwithstanding that assessments may have already commenced on other Residential Units already a part of the Development. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the

amount of the annual assessment against each Residential Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board.

Section Four. Proposed Budget. A copy of the proposed one (1) year budget shall be mailed to Owners not less than thirty (30) days prior to the meeting at which the budget will be considered together with a notice of the meeting. If the proposed budget is not adopted prior to the start of the new budget period, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the assessments prove to be insufficient, the budget and assessments shall be amended at a meeting called for that purpose.

Section Five. Depository, Withdrawals. The depository of the Master Association shall be such bank or banks as shall be designated, from time to time, by the Directors and in which the monies of the Master Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors. Should the Master Association employ a Managing Agent, and should in the course of such employment said Managing Agent be charged with any responsibilities concerning control of any of the funds of the Master Association, then, in such event, any agreement with such Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement.

Section Six. Records. The Master Association shall maintain those records and make available written summaries thereof as required by the Declaration. In addition, a financial statement shall be prepared annually and supplied to the Members prior to the adoption of the next ensuing year's budget.

Section Seven. Fiscal Year. The fiscal year of the Master Association shall begin on the first day of January of each year; provided, however, that the Board is expressly authorized to adopt a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America. The budget year shall begin on January 1st of each year.

Section Eight. Acquisition of Residential Units. At any foreclosure sale of a Residential Unit, the Master Association or its designee may acquire the Residential Unit being foreclosed. The term "foreclosure" as used in this Article shall mean and include any foreclosure of any lien, including a lien for assessments. The power of the Master Association to acquire a Residential Unit at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Master Association to do so at any foreclosure sale; the provisions hereof being permissive in nature and for the purpose of setting forth the power of the Master Association.

Section Nine. Default in Payment of any Assessment Lien. In the event of a default by an Owner in the payment of any assessment, the Master Association shall have all rights and remedies provided by the Declaration, and the liability of the Owner of the Residential Unit shall include liability for a reasonable attorney's fee and for court costs incurred by the Master Association incident to the collection of such assessment or enforcement of its lien. If the Master Association elects to enforce its lien by foreclosure, the Owner shall be required to pay a reasonable rental for the Residential Unit, to be fixed by the Board, and the Master Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

ARTICLE SEVEN

AMENDMENTS TO BYLAWS

Amendments to Bylaws as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

Section One. Proposal. Amendments to these Bylaws may be proposed by the Board acting upon vote of the majority of the Directors or by Members of the Master Association having twenty-five percent (25%) of the votes in the Master Association, whether meeting as Members or by an instrument in writing signed by them.

Section Two. Call for Meeting. Upon any amendment or amendments to these Bylaws being proposed by said Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Master Association, or other officer of the Master Association in the absence of the President, who shall thereupon call a special joint meeting of the members of the Board and the Members of the Master Association for a date not sooner than fourteen (14) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the Members is required as herein set forth. Notice shall be posted at a conspicuous location on the Property.

Section Three. Vote Necessary; Recording. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of seventy-five percent (75%) of the entire membership of the Board and by an affirmative vote of the Members having seventy-five percent (75%) of the votes in the Master Association. Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President or a Vice President and Secretary or Assistant Secretary of the Master Association, and a copy thereof shall be recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, within ten (10) days from the date on which any amendment has been affirmatively approved by the Directors and Members.

ARTICLE EIGHT

INDEMNIFICATION

Section One. Officers and Directors. The Master Association shall and does hereby indemnify and hold harmless every director and every officer, including the first officers and directors, his heirs, executors and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Master Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled.

ARTICLE NINE

MORTGAGES

Section One. Notice to Board of Directors. An Owner who mortgages his Residential Unit shall notify the Board of the name and address of his mortgagee. The Board shall maintain such information in a book entitled "Mortgages of Residential Units."

Section Two. Notice of Unpaid Assessments. The Board, whenever so requested in writing by an institutional Lender holding a first mortgage on a Residential Unit, shall promptly report any then unpaid assessments due from, or any other default by, the Owner of the mortgaged Residential Unit.

Section Three. Examination of Books. Each Owner and each Institutional Lender holding a first mortgage on a Residential Unit shall be permitted to examine the books of account of the Master Association at reasonable times and upon reasonable notice on a business day, but not more often than once a month.

Section Four. Notice of Termination of Management Contracts. The Board shall notify the Institutional Lender having the greatest number of first mortgages on Residential Units in the Development in writing of the termination of any management contract within ten (10) days of receipt or issuance of any notice of such termination by either the Master Association or the Managing Agent. Notwithstanding the foregoing, the prior written approval of the Institutional Lender having the greatest number of first mortgages on Residential Units in the Development shall be required to effectuate any decision by the Master Association to terminate professional management and assume self-management of the Development.

Section Five. Other Mortgagees Rights. Every Institutional Lender holding a first mortgage on a Residential Unit or their representatives shall be entitled to attend meetings of the Master Association and shall have the right to speak thereat. In addition thereto, every Institutional Lender

holding a first mortgage on a Residential Unit shall have the right to require the submission of annual financial reports and other budgetary information.

IN WITNESS WHEREOF, we, being all of the Directors of Coventry Homeowners Association, Inc., have hereunto set our hands this 30th day of January, 1988.

[Signature] (SEAL)

H. Tatt Smith (SEAL)

[Signature] (SEAL)

STATE OF VIRGINIA
CITY OF NEWPORT NEWS, to wit:

I, Laura Ferguson Cavilla, a Notary Public in and for the City and State aforesaid, whose commission expires on the 21st day of March, 1990, do hereby certify that H. Tatt Smith, whose name is signed to the foregoing writing, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 30 day of January, 1988.

[Signature]
Notary Public

STATE OF VIRGINIA
CITY OF NEWPORT NEWS, to wit:

I, Laura Ferguson Cavilla, a Notary Public in and for the City and State aforesaid, whose commission expires on the 21st day of March, 1990, do hereby certify that H. Tatt Smith, whose name is signed to the foregoing writing, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 30 day of January, 1988.

[Signature]
Notary Public

STATE OF VIRGINIA
CITY OF NEWPORT NEWS, to wit:

I, Rina Ferguson Cavallito, a Notary Public in and for the City and State aforesaid, whose commission expires on the 31st day of July, 1990, do hereby certify that Edwin Peranda, whose name is signed to the foregoing writing, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 30 day of January, 1988.

Rina Ferguson Cavallito
Notary Public

VIRGINIA: County of York to-wit:

In the Clerk's Office of the Circuit Court for the County of York, the 1st day of Feb, 1988 this deed was presented with the certificate annexed and admitted to record at 1:25 o'clock PM

Teste: Edith M. Elliott, Clerk

By: Thompson Deputy Clerk

FIRST AMENDMENT TO BYLAWS OF
COVENTRY HOMEOWNERS ASSOCIATION, INC.

THIS FIRST AMENDMENT to Bylaws of Coventry Homeowners Association, Inc. made this 5th day of October, 1995, by the Board of Directors of COVENTRY HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "Master Association").

WHEREAS, the Bylaws of Coventry Homeowners Association, Inc. was duly recorded as Exhibit C to the Declaration of Covenants, Conditions and Restrictions of Coventry Planned Unit Development, dated January 1, 1988, as amended, and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, in Deed Book 509, page 110, the Declarant did create on certain real property located in the County of York and owned by it, a planned unit development community and recreational uses to be known as "Coventry"; and

WHEREAS, the Bylaws may be amended by an affirmative vote of seventy-five percent (75%) of the Board of Directors of the Master Association and by an affirmative vote of the Members having seventy-five percent (75%) of the votes in the Master Association; and

WHEREAS, at a meeting of the Board of Directors, the Board proposed certain amendments set forth herein to be submitted to the Members of the Master Association; and

WHEREAS, at a duly held meeting of the Members of the Master Association held on October 4, 1995, the amendments proposed by the Board of Directors were submitted to a vote and the same were approved by an affirmative vote of 75% or more of the Members of the Board of Directors and approved by an affirmative vote of the Members of the Master Association have no less than 75% of the votes of the Master Association.

NOW, THEREFORE, pursuant to the rights reserved in Article Seven of said Bylaws, the Board of Directors, do hereby amend the Bylaws, as follows:

A. ARTICLE TWO, Section One, Generally, Subparagraph (b), Class B Membership, on Page 2, is hereby replaced in its entirety as follows:

"(b) Class B Membership. The Board of Directors of the Master Association has the right to offer, from time to time, Class B membership in the Master Association to homeowners in other subdivisions, communities or developments. Such Membership may be maintained by paying all membership dues as adopted, from time to time, by the Board of Directors when due and by abiding by all

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the terms and conditions of the Declaration, the Articles of Incorporation and Bylaws of the Master Association and any rules and regulations adopted thereby. Failure to pay dues timely or to abide by the aforesaid terms and conditions shall lead to immediate dismissal of membership from the Master Association."

B. ARTICLE TWO, Section Seven, Quorum, on Page 4, at Line 2, is hereby amended as follows:

Line 2, delete the words "twenty-five percent (25%)" and insert in replacement the words "ten percent (10%)....".

C. ARTICLE SIX, Section Two, Payments of Assessments, Page 12, Line 4, is hereby amended as follows:

Line 4, delete the words "shall be payable monthly" and insert in replacement the words "shall be payable quarterly or as determined by the Board of Directors from time to time....".

D. ARTICLE SEVEN, Section Three, Vote Necessary: Recording, Page 14, is hereby amended as follows:

Line 3, delete the words "seventy-five percent (75%)" and insert in replacement the words "sixty-six percent (66%)....".

Line 4, delete the words "seventy-five percent (75%)" and insert in replacement the words "sixty-six percent (66%)....".

Except as modified by this First Amendment to Bylaws, all other terms and provisions of the said Bylaws are hereby expressly ratified and confirmed, and shall remain in full force and effect and shall be applicable to all members of Coventry Homeowners Association, Inc.

WITNESS the following signatures this 12th day of October, 1995.

COVENTRY HOMEOWNERS ASSOCIATION, INC.

BY

HR Ashe
Its President

BY

Sam Laird Collier
Its Secretary

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COMMONWEALTH OF VIRGINIA

In the City of Newport News, to wit:

I, the undersigned, a notary public in and for the City and State aforesaid, do hereby certify that H.R. ASHE, President on behalf of Coventry Homeowners Association, Inc., whose name is signed to the foregoing instrument in his capacity as President, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 12th day of October, 1995.

Betty D. Valenti
Notary Public

My commission expires: Nov. 30, 1999

COMMONWEALTH OF VIRGINIA

In the City of Newport News, to wit:

I, the undersigned, a notary public in and for the City and State aforesaid, do hereby certify that SEAN CALLENDAR, Secretary on behalf of Coventry Homeowners Association, Inc., whose name is signed to the foregoing instrument in his capacity as Secretary, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 12th day of October, 1995.

Betty D. Valenti
Notary Public

My commission expires: Nov. 30, 1999



Virginia: County of York to-wit:

In the Clerk's Office of the Circuit Court for the County of York, the 25th day of MARCH 1997

This deed was presented with the certificate annexed and admitted to record at 3:00 o'clock PM

Test: Nancy B Kane, Clerk

By: Jess Kane Deputy Clerk