

DECLARATION OF CONVENANTS AND RESTRICTIONS
AND BYLAWS
OF THE REDFIELDS COMMUNITY ASSOCIATION, INC.

DECLARATION OF COVENANTS AND RESTRICTIONS
OF REDFIELDS AND BY-LAWS OF
REDFIELDS COMMUNITY ASSOCIATION, INC.

THIS DECLARATION, made this 21st day of February 1991, by Redfields Development Corporation, a Virginia Corporation hereinafter called the "Company."

WITNESSETH:

WHEREAS, the Company is the owner of the real property described in Article II of this Declaration and desires to create thereon a planned development community to be known as "Redfields;"

WHEREAS, the Company desires to provide for the preservation of values and for the maintenance of common facilities and services by imposing certain covenants and restrictions on the Redfields community, and to provide a means for the administration and enforcement of covenants and restrictions;

WHEREAS, the Company has caused or will cause to be incorporated under the laws of the State of Virginia, a non-stock corporation, Redfields Community Association, Inc., for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth;

NOW THEREFORE, the Company declares that the real property described in Article II, and such additions thereto as may hereinafter be made pursuant to Article II hereof, 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 I
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) "Apartment Unit" shall mean any residential unit in an apartment building but not a condominium unit or co-operative unit.

(b) "Association" shall mean and refer to Redfields Community Association, Inc., a Virginia non-stock corporation, its successors and assigns.

(c) "Common Areas" shall mean and refer to those tracts of land with any improvements thereon which are deeded to the Association and designated in said deed or lease as "Common Areas." The term "Common Areas" shall also include any personal property acquired or leased by the association if said property is designated a "Common Area." All Common Areas are to be devoted to and intended for the common use and enjoyment of the Members of the association, their guests, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association. Common areas shall not include those tracts of land falling within the definition of "Restricted Common Areas" set forth below.

(d) "Company" shall mean Redfields Development Corporation, and its successors and assigns.

(e) "Development Unit Parcel" shall mean and refer to any parcel or tract of land within the Properties, conveyed by the Company to any third party under the provisions, covenants and restrictions of this Declarations, and permitting the division of such parcel or tract into smaller land units such as Residential Lots or Multiple-Family Tracts.

(f) "Exempt Property" shall mean and refer to the following classifications of property within the Properties which, for the purposes of this Declaration, shall not be deemed "Multiple-Family Tracts," "Development Unit Parcels," or "Unsubdivided Land" portions thereof and shall be expressly excepted from the definitions thereof:

- (1) All lands and any improvements thereon designated in any way as Common Areas or Restricted Common Areas:
- (2) All lands and any improvements thereon committed to the Association through express, written notification by the Company to the Association of intent to convey to the Association, including, without limitation, Intended Common Areas and Intended Restricted Common Areas;
- (3) All lands designed on the Master Plan or on recorded plats as "Open Space."
- (4) Property which is used for the maintenance operation and service of utilities/within the properties.

(g) "Family Dwelling Unit" shall mean and refer to any improved property or any property formerly classified a Residential Lot for which a building permit has been issued by the appropriate governmental authorities, which property is located within the Properties and intended for use as a Single Family Dwelling, including, without limitation, any single-family detached dwelling, condominium unit, or townhouse unit.

(h) "Intended Restricted Common Area" and "Intended Common Area" shall mean and refer to those tracts of land and any improvements thereon committed to the Association through express, written notification by the Company to the Association of intent to convey said property to the Association as a Restricted Common Area or Common Area, respectively.

(i) "Multiple-Family Tract" shall mean any parcel of land located within the Properties, intended for development or developed, as Condominiums and Apartments as defined and controlled by the applicable zoning for Redfields.

(j) "Neighborhood Area" shall mean and refer to areas in Redfields designated as neighborhoods on the Master Plan, or in deed or subdivision plats recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

(k) "Owner" "Owner of Property," and "Property Owner" shall mean and refer to the Owner as shown by the records in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, whether it be one (1) or more persons, firms, associations, corporations, or other legal entities, of fee simple title to portion of the Properties, but, shall not mean or refer to mortgagees or holders of a deed or trust, unless such mortgagee or holder has acquired title to such property 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.

In the event that there is recorded in the said Clerk's Office any contract of sale covering any land within the Properties, the Owner of such land shall be the purchaser under said contract and the fee simple title holder jointly and severally.

In addition, "Owner" and similar terms shall include the heirs, estate, devisees, committee, or guardian of any deceased or incompetent Owner, as well as the trustee, receiver or similar successor to an Owner who is a debtor in a bankruptcy or similar proceeding.

(l) "Properties" shall mean and refer to the Existing Property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any Supplementary Declaration under the provisions of Article II hereof.

(m) "Redfields" shall mean and refer to the lands in Albemarle County, Virginia, which are shown as a part of Redfields on the Company's Master Plan as revised from time to time.

(n) "Redfields Land Trust Property" shall mean and refer to all those two (2) parcels of land in Albemarle County, Virginia shown and designated as Parcel E, containing 89.0201 acres, and Parcel G, containing 144.4276 acres, on a plat made by Kirk Hughes and Associates dated January 4, 1991, which plat is attached to and recorded with this instrument, and shall also include any additional land that may in the future be added to either of the said parcels on the Tax Maps of Albemarle County, Virginia.

(o) "Resale Certificate" means the documents required to be provided by the Association in connection with the resale of Residential Lots under the provisions of the Virginia Property Owners Association Act (Code of Virginia Title 55, Chapter 26), as amended, or similar applicable laws.

(p) "Residential Lot" shall mean any subdivided parcel of land located within the Properties for which no building permit has been issued by the appropriate governmental authorities and which parcel is intended for use as a site for a single family detached dwelling, townhouse unit, or cottage home as shown upon any recorded final subdivision plat on any part of the Properties. No parcel shall, however, be classified as a Residential Lot until the first day of the quarter of the year following after all of the following have occurred:

- (1) Recording of a plat in the Clerk's Office of the Circuit Court of Albemarle County, Virginia showing such Residential Lot;
- (2) In those cases where the Lot is owned by the Company, the Company's affiliates, the Residential Lot has been placed on an "Inventory List" (pursuant to Section 4(b) of Article VIII) of lots for sale submitted to the Association by the Company or the Company's affiliates.
- (3) In those cases where the Residential Lot is owned by any third party other than the Company or the Company's affiliates, the residential Lot is sufficiently developed to be subject to Assessment, in the sole discretion of the Board of Directors of the Association, as a Residential Lot.

(g) "Restricted Common Areas" shall mean and refer to those tracts of land with any improvements thereon which are deeded to the Association and designated in such deed or lease as "Restricted Common Areas." The term "Restricted Common Areas" shall also include any personal property acquired or leased by the Association if said property is designated a "Restricted Common Area." All Restricted Common Areas are to be devoted to and intended for the common use and enjoyment of designated Owners, their Tenants and guests, with all use of Restricted Common Areas to be subject to the fee schedules operating rules adopted by the Association. Any lands or personal property which are leased by the Association for use as Restricted Common Areas shall lose their character as Restricted Common Areas upon the expiration of such leases.

(r) "Unsubdivided Land" shall mean and refer to all land in the Existing Property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any Supplementary Declaration under the provisions of Article II hereof, which has not been subdivided into and classified as Residential Lots, Multiple-Family Tracts, or Development Unit Parcels, through metes and bounds subdivision plats recorded in the Clerk's Office of the Circuit Court of Albemarle county, Virginia; provided, however, that "Unsubdivided Land" shall not include any property which also qualifies as "Exempt Property."

ARTICLE II EXISTING PROPERTY AND ADDITIONS

Section 1. Existing Property. The real property which is subject to these covenants is described as follows:

All that tract or parcel of land, situated, lying and being in Albemarle County, Virginia, designated as Parcel F, containing 38.4901 acres, as shown on a plat made by Kirk Hughes and Associates dated January 4, 1991, which plat is attached to and recorded with this instrument, as well as the additional land described in Exhibit A attached hereto.

All of the real property hereinabove described shall sometimes be referred to herein as the "Existing Property." The Company plans to develop the Existing Property in accordance with a Master Plan. The Company reserves the right to review and modify the Master Plan and this statement shall not bind the Company, or its successors and assigns to adhere to the Master Plan in the development of the existing property or additional land made subject to this Declaration in the future.

Subject to its right to modify the Master Plan as stated herein, the Company shall convey to the Association certain properties, as in the reasonable exercise of its discretion it so chooses,

without regard to the relative location of such portions or sections within the overall plan. Once conveyed to the Association, these properties shall become Common Areas or Restricted Common Areas, as the case may be.

The Company shall not be required to follow any predetermined sequence or order of improvements and development and it may bring within the plan of this Declaration additional lands, and develop the same before completing the development of the Existing Property, subject to any necessary local governmental approvals. The Company shall have full power to add to, subtract from, or make changes in the Master Plan regardless of the fact that such actions may affect the relative maximum potential voting strength of the various types of membership of the Association, subject to any necessary local governmental approvals.

Section 2. Additions to Existing Property. The Company, its successors and assigns, shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration additional property. The additions of such property authorized under this paragraph may increase the cumulative maximum number of Residential Lots, Multi-Family Tracts, Development Unit Parcels, or Family Dwelling Units authorized in the Properties and, therefore, may alter the relative maximum potential voting strength of the various types of membership of the Association.

The addition authorized under this subsection shall be made by recording a Supplementary Declaration, executed by the Company, in the Albemarle County Circuit Court Clerk's office and shall extend the operation and effect of the Covenants and Restrictions of this Declaration to such additional property. The Supplementary Declaration may contain such complementary additions and/or modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Company, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration.

Such modifications shall have no effect upon the existing Property or upon any other additions to the Properties.

(b) Additional lands which become subject to this Declaration under the provision of this Section II may in the future be referred to as a part of Redfields. Also, the name Redfields may be used by the Company to refer to other nearby properties not subject to this Declaration.

ARTICLE III
RESERVATION AND GRANT OF CERTAIN EASEMENTS

1. The Company reserves unto itself, its successors and assigns, and its agents, a perpetual, alienable, and releasable easement and right, on, over and under the Properties to erect, maintain, and use electric, community antenna television, cable television and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage, or other public conveniences or utilities on, in or over those portions of such Property as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such Property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Company, or (b) be designated as the site for a building on a plot plan for erection of a building which has been filed with the Company and which has been approved in writing by said Company.

2. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations, siltation basins, and tanks within Redfields in any open space or on any Property designated for such use on the applicable plat of said Property, or to locate same upon any Property with the permission of the Owner of such Property. Such rights may be exercised by any licensee of the Company, but this reservation shall not create any obligation on the part of the Company to provide or maintain any such utility or service.

3. In addition, the Company reserves unto itself, its successors and assigns, and its agent, a perpetual, alienable, and releasable easement and right on, over, and under any Property to dispense pesticides and take other actions which in the opinion of the Company are necessary or desirable to control insects and vermin, and to cut fire breaks and take other actions which in the opinion of the Company are necessary or desirable to control fires on any Property or any improvements thereon, and for purposes of erosion control, as permitted by this Declaration.

4. The Company hereby grants and conveys to the Trustees of the Redfields Land Trust, owners of record of the Redfields Land Trust Property, as defined in Article I, and their successors and assigns, all of the easements and rights set forth in paragraphs 1 and 2 of this Article on, over and under the Existing Property,

as well as an easement for ingress and egress over all roads to be constructed on the Existing Property, for the benefit of the Redfields Land Trust Property in the event the said Trustees should deem it necessary or appropriate to develop the said property, at any density, and for any use permitted by law. Nothing in this paragraph shall be construed as altering or modifying any existing contract rights between such Trustees and the Company.

ARTICLE IV
SITE MANAGEMENT, DESIGN STANDARDS AND LAND USE CONTROLS

1. No building, fence, driveway, parking area, or other structure shall be erected, placed, or altered, nor shall a building permit for such improvement be applied for on any Property in Redfields until the proposed building plans, specifications, exterior color or finish, plot plan showing the proposed location of such building or structure, drives, and parking areas, topographic, vegetation and landscape plan and construction schedule shall have been approved in writing by the Company. In addition, no excavation, tree cutting, or site clearing for new construction shall be commenced until such written topographic and landscape plan shall have been approved in writing by the Company. Approval of removals of all trees within ten (10) feet of the approved building foundation site shall be automatic. The Company further reserves the right to promulgate and amend from time to time architectural guidelines for specific neighborhoods and areas or for all Properties within Redfields, and such Architectural Guidelines shall establish, define, and expressly limit those standards and specifications that will be approved in said neighborhoods and areas or within the Properties, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, door types, window types, insulation, driveway material, landscape design, and construction technique.

Refusal, approval or modification of plans, location, exterior color or finish, or specifications by the Company may be based upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient.

No alteration in the exterior appearance of any building, fence or other structure, including exterior color or finish, shall be made without like prior written approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the Company of written demand for approval, approval shall be deemed to have been granted.

2. In order to assure that buildings and other structures will be located and staggered so that the maximum view, privacy, sunlight, and breeze will be available to each building or structure within the confines of each Property, and to assure that structures will be located with regard to the topography of each Property, taking into consideration the location of large trees and other aesthetic and environmental considerations, the Company reserves the right to control absolutely and to decide solely (subject to the provisions of the Zoning Ordinance of the County of Albemarle) the precise site and location (including density of buildings) of any building or structure on any Property in Redfields for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient. Such location shall be determined only after reasonable opportunity is afforded the Property Owner to recommend a specific site. The provisions of this paragraph shall in no way be construed as a guarantee that the view, privacy, sunlight, or breeze available to a building or structure on a given Property shall not be affected by the location of a building or structure on an adjacent Property.

3. On a continuing basis, both during and after construction of improvements, topographic and vegetation characteristics of Properties within Redfields shall not be materially altered by excavation, clearing, cutting re-grading, in-ground road construction, or any other means without the prior written approval of the Company. Refusal or approval of plans for any alteration of topographic or vegetation characteristic(s) by the Company may be based upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company seems sufficient. The Company reserves for itself and its assigns, the right to promulgate and amend from time to time "Landscape Guidelines" which shall apply on an ongoing basis, and which shall establish approved standards, methods, and procedures for landscape management on specific Properties in Redfields, and such authorized standards, methods, and procedures may be utilized by the Owners of such specified Properties without prior written approval by the Association; provided, however, no trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the prior written approval of the Association. Such approval shall be requested in writing from the Association, and such approval shall be deemed granted unless the Association denies such request in writing within 30 days of receipt of the request.

In the event of tree removal prior to the written approval from the Association, the property owner responsible for such removal will be required to replace removed tree(s) with a tree(s) similar in type and fifty percent greater in size to those tree(s) removed. If the owner responsible for such removal fails to take corrective action specified immediately, the company or its agent may then exercise its right to take the necessary corrective action.

Such action shall not be made until fifteen (15) days after the owner responsible for such removal has been notified in writing of the need for such work and unless such owner responsible for removal fails to perform the work within said fifteen (15) day period.

The cost of such tree installation measures, when performed by the Company or its agent, shall be kept as low as reasonably possible. The cost of such work, when performed by the Company or its agent on property, shall be paid by the owner responsible for such removal.

4. In order to implement effective and adequate erosion control, the Company and its agents shall have the right to enter upon any Property before or after a building or structure has been constructed thereon or during the construction thereof, for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices. Provided, however, that prior to exercising its right to enter upon the Properties for the purpose of performing any grading or landscaping work or constructing or maintaining erosion prevention devices, the Company shall give the Owner of the Property the opportunity to take any corrective action required by giving the Owner of the Property written notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by the Owner. If the Owner of the Property fails to take the corrective action specified immediately, the Company or its agent may then exercise its right to enter upon the Property in order to take the necessary corrective action.

The cost of such erosion prevention measures, when performed by the Company or its agent, shall be kept as low as reasonably possible. The cost of such work, when performed by the Company or its agent on Property, shall be paid by the Owner thereof.

5. In order to implement effective insect, reptile, rodent, and woods fire control, the Company and its agents have the right to enter upon any Property for the purpose of moving, removing, clearing, cutting, or pruning underbrush, weeds, or other unsightly growth which in the opinion of the Company detracts from the overall beauty, setting, and safety of Redfields. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the Owner of the Property. Such entry shall not be made until fifteen (15) days after the Owner of the Property has been notified in writing of the need of such work and unless such Owner fails to perform the work within said fifteen (15) day period. The provisions in this paragraph shall not create any obligation on the part of the Company to mow, clear, cut or prune any Property.

6. It shall be the responsibility of each Property Owner, tenant, contractor, or subcontractor to prevent the development of any unclean, unsightly, unkempt, unhealthy or unsafe conditions of buildings or grounds on any Property which shall tend to substantially decrease the beauty or safety of Redfields, the neighborhood as a whole, or the specific area.

The Company and its agents shall have the right to enter upon any Property for the purpose of correcting such conditions, including, but not limited to, the removal of trash which has collected on the Property, and the cost of such corrective action shall be paid by the Property Owner. Such entry shall not be made until fifteen (15) days after the Owner of the Property has been notified in writing of the need to take corrective action and unless such Owner fails to perform the corrective action within said fifteen (15) day period; provided, however, that should such condition pose a health or safety hazard, such entry shall not be made until the Owner has been notified in writing of the need to take immediate corrective action and unless such Owner fails to perform the corrective action immediately. The provisions of this paragraph shall not create any obligation on the part of the Company to take any such corrective action.

7. Each Property Owner shall provide dedicated space for the parking of automobiles off public streets prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Company. The size and design of such parking areas, or any alterations thereof, shall be subject to approval as provided in paragraph 1 of this Article.

8. a. Except as may be required by legal proceedings, no sign shall be erected or maintained on any Property by anyone including, but not limited to, a Property Owner, a tenant, a realtor, a contractor, or a subcontractor, until the proposed sign size, color, content, number of signs, and location of sign(s) shall have been approved in writing by the Company. Refusal or approval of size, color, content, number of signs, or location of sign(s) may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company seems sufficient. The Company further reserves the right to promulgate and amend from time to time "Uniform Sign Regulations" which shall establish standard design criteria for all signs, including, but not limited to, real estate sales signs, erected upon any Property in Redfields. The Company and its agent shall have the right, whenever there shall have been placed or constructed on any Property in Redfields any sign which is in violation of these restrictions, to enter immediately upon such Property where such violation exists and summarily remove the same at the expense of the Property Owner.

9. No mailbox shall be erected or maintained on any Property until the proposed mailbox design, color and location have been approved in writing by the Company.

Refusal or approval of design, color or location may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company seems sufficient. No alteration in the exterior appearance of any mailbox shall be made without like prior written approval by the Company. The Company reserves the right to establish uniform mailbox regulations (the "Uniform Mailbox Regulations") which shall define standard design criteria for all mailboxes erected upon any Property in Redfields.

10. Prior to the occupancy of a building or structure on any Property, proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains of the Albemarle County Service Authority which is the only system presently approved by Albemarle County for use in Redfields, or other means of sewage disposal if other means are approved by Albemarle County for use in Redfields.

11. Prior to the occupancy of a building or structure on any Property, proper and suitable provisions for water shall be made by connection with the water lines of the Albemarle County Service Authority water system which is the only system presently approved by Albemarle County for use in Redfields, or other water system if other water system is approved by Albemarle County for use in Redfields.

12. The rights reserved unto the Company, its successors and assigns and its agents, in this Article shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purposes of this Declaration.

ARTICLE V
ADDITIONAL RESTRICTIONS AFFECTING USE OF PROPERTIES

1. a. All Family Dwelling Units shall be used for residential purposes, recreational purposes incidental thereto, and for customary accessory uses.

The use of a portion of a Family Dwelling Unit as an office by the Owner or tenant thereof shall be considered a residential use if such use does not create undue customer or client traffic, as determined by the Company in its sole and uncontrolled discretion, to and from the unit or the Property, and the person conducting such use has obtained any licenses and permits required by Albemarle County ordinances and other applicable laws.

b. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on a Residential Lot (other than lots designated intended for use as sites for townhouse units) 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 Property, as determined by the Company in its sole and uncontrolled discretion, and provided, further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

c. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building on any Residential Lot (other than lots designated for use as sites for townhouse units) but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such suite would not result in overcrowding the Property, as determined by the Company in its sole and uncontrolled discretion.

2. The provisions of this Article shall not prohibit the Company or its agents and assigns from using any house, other dwelling units, or accessory buildings as a model, sales office, or temporary construction office.

3. a. The exterior of each house, dwelling unit, phase or group of Multiple Family dwelling units, and all other structures must be completed (i) within one (1) year after the construction of same shall have commenced thereon (as to Residential Lots) and (ii) within two (2) years after the construction of same shall have commenced thereon (as to Multiple-Family Tracts) 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 the exteriors thereof have been completed.

During the continuance of construction, the Owner of the Lot, Site, or Tract shall require the contractor to maintain the Property in a reasonably clean and uncluttered condition.

b. The Company hereby reserves unto itself, its successors and assigns a right on, over, and under all properties which are subject to this Declaration for the purpose of taking any action necessary to effect compliance with this paragraph including, but not limited to the right to enter upon any Property for the purpose of completing the exterior of such house, dwelling unit, phase or group of Multiple Family dwelling units, or any other structure which is in violation of this paragraph 3.

Such entry shall not be made until thirty (30) days after the Owner of the Property has been notified in writing of the violation of these covenants, and unless such Owner has failed to complete said exterior within said thirty (30) day period. The cost of such corrective action, when performed by the Company or its agents, shall be paid by the Owner of the Property on which the corrective action is performed. The provisions of this paragraph shall not create any obligation on the part of the Company to take any such action.

4. Each Property Owner shall provide a screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent Properties. Pursuant to the provisions of paragraph 1 of Article IV, plans for such screened area delineating the size, design, specifications, exterior color or finish, and location must be approved by the Company prior to construction. No alteration in the exterior appearance of any screened area shall be made without like prior written approval by the Company.

Garbage receptacles and fuel tanks may be located outside of screened area only if located underground, and such underground garbage receptacles and fuel tanks and their location must likewise be approved by the Company prior to construction. The Company reserves the right to deny in its sole discretion, the installation of underground storage tanks in Redfields.

b. Garbage pickup shall take place at such locations as are approved or designated by the Company. If curbside pickup occurs, no Owner shall place the receptacles at the curb earlier than 6:00 P.M. on the evening prior to pickup, and shall return all receptacles to the screened area within twelve (12) hours after pickup.

5. No mobile homes, trailers, campers, recreational vehicles, dune buggies, boats, trailers or any trucks other than standard size pick-up trucks, not in excess of 1500 pounds, shall be regularly or repeatedly parked on any Residential Property or adjacent street or common area, except vehicles parked temporarily for delivery of goods or services. No inoperable vehicles or vehicles not used regularly for transportation shall be parked on any Residential Property or elsewhere in Redfields. Vehicles shall be parked only on the portion of the Owner's property designated as a parking area on the site plans duly submitted to and approved by the Company or its assigns in accordance with paragraph 1 of Article IV.

6. No clothing, laundry or wash shall be aired or dried on the exterior portion of any of the Properties.

7. Owners of Properties which, in the opinion of the Association, are unreasonably cluttered by toys, bicycles, tricycles, mopeds, and other similar items located on the property or adjacent streets shall upon written direction by the Association, remove such excess items each evening to an area not exposed to view from any other Property or street.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Property, except that dogs, cats or other household pets may be kept subject to rules and regulations adopted by the Company, its successors or assigns. The installation of any pet fencing shall not commence until the proposed plans, specifications, color or finish, plot plan showing the proposed location shall have been approved in writing by the Company. All pets not on the Property of the Owner shall be under leash or totally controlled in a similar manner at all times by the Owner. Any dog or dogs determined in the discretion of the Association to present a nuisance, unreasonable disturbance, or unreasonable noise shall, upon 30 days written notice, be permanently removed from Redfields.

9. No structure of a temporary character shall be placed upon any of the Properties at any time, provided, however, that this prohibition shall not apply to trailers, shelters or temporary structures used by the contractor during the construction projects, with the Company's prior written approval, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on any of the Properties after completion of construction. The design, location and color of structures temporarily placed in Redfields by a contractor must be submitted in advance to the Company, which shall have the right in its sole discretion to permit or reject such designs and locations.

10. No television antenna, satellite dish, radio receiver, radio sender, or other similar device shall be attached to or installed on any of the Properties or on the exterior portion of any building or structure on any of the Properties except as follows:

a. The provisions of this paragraph shall not prohibit the Company from installing or approving the installation of equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.), mobile radio systems, or other similar systems within the Properties; and

b. Should C.A.T.V. services or cable service be unavailable and good television reception not be otherwise available, the Owner or tenant of a dwelling unit, or the Owner of a Multiple Family Tract, may make written application to the Company for permission to install a television antenna, which may be approved or denied in the sole and uncontrolled discretion of the Company.

11. No Residential Lot, or Multiple Family Tract shall be subdivided or its boundary lines changed, nor shall application for same be made to Albemarle County, except with the prior written consent of the Company. However, the Company hereby expressly reserves unto itself, its successors and assigns, and its agents, the right to replat any Residential Lot, Multiple-Family Tract, Common Area of any type, or Neighborhood Area, all hereinafter referred to as "Lot(s)", owned by it and shown on the plat of any subdivision within the Properties 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(s) suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, and other amenities to conform to the new boundaries of said replatted Lot(s). The provisions of this paragraphs shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot.

Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

12. In addition to the foregoing, the following restrictions shall apply to all Multiple Family Tracts:

a. Owners of Multiple-Family Tracts shall, prior to leasing apartment units to tenants for a period of less than six (6) months, obtain the Company's written approval. Any such request not expressly denied within thirty (30) days of receipt by the Company shall be deemed granted.

b. No apartment, buildings, or any portion of an apartment building shall be converted to a condominium or cooperative form of ownership within the Properties without the prior consent of the Company. The Company's decision in determining whether to grant consent for such conversion may be based on any ground which in its sole and uncontrolled discretion shall seem sufficient. Should such consent be granted, the resulting condominium or cooperative shall continue to be subject to the Declaration and any amendments hereto.

13. Enforcement. The Association shall have standing to enforce the restrictions and covenants set forth in this Declaration by such fines or penalties as it shall provide as part of duly-adopted rules and regulations, or, at the Associations' election, by remedies available in a court of competent jurisdiction, which shall include injunctive relief. Failure by the Association to enforce a violation hereof, no matter how frequent or long-standing, shall not be deemed to be a waiver of the Association's right to enforce other violations.

These restrictions are designed for general applicability, it being anticipated that the Association must use reasonable discretion in avoiding enforcement of violations which, in the Association's opinion, are de minimus, while retaining the right to seek enforcement against significant violations.

ARTICLE VI
BY-LAWS OF REDFIELDS COMMUNITY ASSOCIATION, INC.

Section 1. Membership. Every Owner of property shall be a member of the Association. The Company shall be a Member of the Association, and a creditor or trustee who acquired title to the Properties or any portion thereof pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure shall be a Member of the Association. Tenants, as such, shall not be Members of the Association, but Tenants shall have the rights and obligations specified in this Declaration. Every Owner shall submit the name(s) of his Tenant(s), any sub-tenants, and the duration of their tenancy to the Secretary of the Association.

The Association may issue to each Member and Tenant a membership card which shall expire upon termination of a Tenant's Lease or upon sale by an Owner of his property in Redfields.

Section 2. Voting Rights. The Association shall have the following types of voting membership:

TYPE "A": Type "A" Members shall be all Owners, including the Company, its successors and assigns, of Residential Lots and Family Dwelling Units. A Type "A" Member shall be entitled to two (2) votes for each Residential Lot or each Family Dwelling Unit owned.

TYPE "B": Type "B" Members shall be all those Owners, including the Company, its successors and assigns, of Multiple-Family Tracts. A Type "B" Member shall be entitled to one (1) vote for each One Hundred (\$100) Dollars in Annual Assessments paid to the Association. In computing the number of votes to which a Type "B" Member shall be entitled, the amount of the Assessment paid shall be rounded to the nearest One Hundred (\$100) Dollars.

TYPE "C": Type "C" Members shall include all those Owners, including the Company, its successors and assigns, of Unsubdivided Lands and platted Development Unit Parcels held and intended for future development by the Company or a third party. A Type "C" Member shall be entitled to one (1) vote for each One Hundred (\$100) Dollars of Annual Assessments paid to the Association. In computing the number of votes to which a Type "C" member shall be entitled, the amount of the Assessment paid shall be rounded to the nearest One Hundred (\$100) Dollars.

TYPE "D": The Type "D" Member shall be the Company, its successors and assigns. The Type "D" Member shall be entitled to elect a portion of the Board of Directors as set out in Section 4 of this Article, but will have no votes on other matters.

Payment of Special Assessments shall not entitle Members to additional votes.

The vote of a simple majority of the votes cast shall be sufficient to make or adopt any decision of the members of the Association, except where a greater number of votes is required by law or by other provisions of this Declaration.

When any property entitling the Owner to membership in the Association is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, their acts with respect to voting shall have the following effect:

- (1) If only one (1) votes, in person or by proxy, his act shall bind all;
- (2) If more than one (1) votes, in person or by proxy, the act of the majority so voting shall bind all;
- (3) If more than one (1) votes, in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled to its proportionate share of the vote or votes;
- (4) The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections, and for the purpose of ascertaining the presence of a quorum.

Section 3. Board of Directors. The Association shall be governed by a Board of Directors consisting of no fewer than three (3) and more than nine (9) directors. The number of Directors shall be set in the sole discretion of the Type "D" member until such time as substantially all land in the Master Plan of Redfields has been sold by the Company unless the Company sooner assigns this right to the Association. The Directors shall serve for terms of office of one year, and for as many additional one-year terms to which they may be elected, and thereafter until their successors are duly elected and assume office, or until such time as a Director submits a written resignation.

There shall be two (2) classes of Directors: Class I Directors shall be elected by the Type "A", "B", and "C" Members, and Class II Directors shall be elected by the type "D" Members. Class I Directors must be members of the Association in order to be eligible to serve.

Section 4. Annual Meeting of Members; Election of the Board of Directors.

The Association shall hold an Annual Meeting once each year, at which Directors shall be elected to serve for the coming year, according to the following formula, and other appropriate business of the Association shall be considered. The Type "A", "B", and "C" Members shall elect the Class I Director(s), and the Type "D" Member shall elect the Class II Director(s) according to the following formula:

- (1) The number of Class I Directors shall be determined by (A) dividing (i) the number of Residential Lots and Family Dwelling Units owned by Type "A" Members by (ii) the total maximum number of Residential Lots and Family Dwelling Units authorized by the Zoning Ordinance of the County of Albemarle as of October 1, 1990 for the Existing Property and the Redfields Land Trust Property as defined herein, and (B) then multiplying the resulting quotient by the total number of Directors, and (C) rounding the result to the nearest whole number.
- (2) The number of Class II Directors shall be determined by subtracting the number of Class I Directors from the total number of Directors. The Class II Directors shall be elected by the Type "D" Member.

- (3) For the purposes of this formula, the number of Residential Lots and Family Dwelling Units authorized in the Properties and the number sold to Members, shall be determined as of the date on which notice of the meeting at which the Board of Directors is to be elected is mailed. Cumulative voting for Directors shall not be permitted.

Section 5. Special Meetings of the Association.

In addition to the annual meeting, the Directors may convene special meetings of the Association as it deems appropriate.

Section 6. Quorum Required for any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association shall be the presence in person or by proxy of Members entitled to cast thirty per cent (30%) of the total outstanding voting rights in the Association.

Section 7. Notices. Written notice of the time and place of all annual and special meetings of the Association shall be mailed to all Members entitled to vote at least fifteen (15) days prior to the meeting at Members' last known address on file with the Association, provided that where record title to a lot unit, or tract is held by more than one Member, the Association may mail a single notice to any one of the co-owners, and such notice shall be deemed notice to all other co-owners. The notice may, but need not, describe the business to be taken up at the meeting, and any matters presented at a meeting at which a quorum is present may be acted upon at such meeting, provided, however, that no action may be taken on any of the following matters unless the notice of such meeting reasonably served to advise Members that a matter of this sort was to be considered at the meeting:

- a) A change in the method of calculating regular Association assessments;
- b) A special Association assessment;
- c) A proposed sale, conveyance, or mortgage of real estate owned of record by the Association;
- d) A proposal to amend or terminate this Declaration (except a Supplemental Declaration adding additional Property to Redfields, which the Company may do without consent of the Association) or
- e) A proposal to amend the Articles of Incorporation of the Association, to merge the Association with another entity, or to terminate the Association.

Section 8. Proxies. All Members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing.

Section 9. Ballots by Mail. When desired by the Board of Directors, there may be sent with notices of regular or special meetings of the Association, a statement of certain motions to be introduced for vote of the Members and a ballot on which each Member may vote for or against each such motion. Each ballot, properly signed by a Member, which is presented at such meeting shall also be counted in calculating the quorum requirements set out in this Article; however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

Section 10. Directors.

a. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, fax, or telephone, at least three business days prior to the date of such meeting.

b. Special Meetings. Special meetings of the Board of Directors may be called by the President on three business days notice to each director, given personally or by mail, telegraph or telephone, which notice shall state the time, place, and purpose of the meeting.

c. Waiver of Notice. Any director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice.

Attendance by a director, in person or by telephone communication, at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place, and purpose of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

d. Quorum and Voting of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. A director who participates in a meeting by means of telephone communication shall be deemed present at the meeting for all purposes.

e. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the directors 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 of Directors.

f. Committees. The Board of Directors may create, supervise, and abolish committees of Directors from time to time to carry out specific functions of the Board.

g. Vacancies. Vacancies in the Board of Directors shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board held for such purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than quorum. Each person so elected shall be a director until a successor shall be elected at the next annual meeting of the Association.

Section 11. Officers.

a. Designation. The minimum Officers of the Association shall be President, Vice President, Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and such other Officers as in its judgment may be necessary. The President and Vice President shall be elected from among the Class II directors or, if none, then from the Class I directors. Any other Officers may, but need not, be Members of the Association or Directors.

b. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organization meeting held as soon as practicable after the election of each new Board, and shall hold office at the pleasure of the Board.

c. Removal of Officers. Upon the affirmative vote of a majority of all Directors any Officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

d. President. The President shall be chief executive officer of the Association; preside at all meetings of the Association and of the Board of Directors; have general and active management of the business of the Association subject to the control of the Board; see that all orders and resolutions of the Board are carried into effect; and appoint committees from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

e. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or by the President.

f. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board may direct; give or cause to be given all notices required to be given by the Association; and maintain the other records of the Association required herein to be maintained.

g. Treasurer. The Treasurer shall be responsible for Association funds and securities; keep full and accurate financial records and books of account showing all receipts and disbursements; prepare all required financial data; deposit all monies and other valuable effects in the name of the Board of Directors or the Association, in such depositories as may from time to time be designated by the Board; and, in general, perform all the duties incident to the office of treasurer.

Section 12. Liability and Indemnification of Directors and Officers. The Officers and Directors shall not be liable to the Association or any member for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the Officers and Directors from and against all contractual liability to others arising out of contracts made by the Officers or the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of applicable law or this Declaration, except to the extent that such liability is satisfied by directors and officers liability insurance. Officers and Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the Officers, the Board of Directors or the managing agent on behalf of the Unit Owners Association shall, if obtainable, provide that the Officers and the Directors are acting only as agents for the Association and shall have no personal liability thereunder. The Unit Owners Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding whether in contract or tort, by reason of the fact that he is or was an Officer or Director of the Association against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association.

Section 13. Powers and Duties. The Association shall be authorized to engage in any and all business not prohibited to a property owner's association under Chapter 26 of Title 55 of the Code of Virginia, or successor applicable state and local laws, nor prohibited to an organization classified as a homeowners' association under applicable federal Internal Revenue laws. Without limiting the foregoing, the Board of Directors shall see that the Association carries out the following duties, at a minimum:

a) The Association shall administer and enforce the covenants and restrictions established in this Declaration, and any amendments hereto, including, but not limited to, the following duties:

- 1) The Association shall set Assessments, levy cash Assessments, notify the Members of such Assessments, and collect such Assessments;
- 2) The Association shall prepare accurate lists of Members, Members' addresses, Property subject to assessments, and the amounts of Assessments;
- 3) The Association shall operate an Architectural Review Board as needed to administer the provisions of Article IV of this Declaration; provided, however, that the Company or the persons appointed by the Company shall serve as the Architectural Review Board until such time as this function is assigned to the Association.
- 4) The Association shall maintain and operate all Common Areas and Restricted Common Areas;
- 5) The Association shall hold Annual Meetings, and Special Meetings, as required, hold elections for the Board of Directors as required; give Members notice of meetings as required; and maintain proper minutes of meetings and other corporate records;
- 6) The Association shall keep complete and accurate books of account; prepare Annual Statements and Annual Budgets; file necessary tax returns; make the financial books of the Association available for inspection by Members at all reasonable times; and provide Resale Certificates as required by applicable laws.

b) Should the Company appoint the Association its agent for the administration and enforcement of any provisions of this Declaration, or (ii) assign to the Association any or all of the rights reserved by the Company in this Declaration, then the Association shall assume such responsibilities and any obligations which are incident thereto.

c) The Association shall obtain and maintain in force policies of insurance meeting the following minimum standards:

- 1) All buildings, improvements, and all personal property on and used with the Common Areas and Restricted Common Areas and facilities shall be insured in an amount equal to one hundred percent (100%) insurable replacement value as determined by the Board with the assistance of its insurance company.
Such policies shall include coverage against fire and other hazards covered by endorsements for extended coverage, vandalism, and malicious mischief.
- 2) Public liability insurance shall be secured by the Association with limits of liability of no less than One Million Dollars (\$1,000,000.00) per occurrence which shall insure the Association, its Directors, and its officers, and which shall include an endorsement to cover liability of the Owners as a group to a single Owner.
- 3) Adequate fidelity coverage shall be obtained to protect against dishonest acts of officers, directors, and other persons responsible for handling funds of the Association.

There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary.

d) No provision of the Declaration or applicable laws authorizing or empowering the Company or the Association to do any act or exercise any right shall be construed as obligating the Company or the Association to do any act or exercise any right which it is not expressly directed to do or exercise by this Declaration.

ARTICLE VII PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members' and Tenants' Easements of Enjoyment in Common Areas. Subject to the provisions of this Declaration, the rules and regulations of the Association, and any fees, charges, and other restrictions the Association may impose on the use of Restricted Common Areas, every Member and Tenant, and every guest of such Member and Tenant, shall have a right of easement of enjoyment in and to the Common Areas, except that Tenants in Apartment Units, and Owners and Tenants in Condominiums may have restricted or limited rights as set forth herein or in later declarations, and such easement shall be appurtenant to and shall pass with the title of every Residential Lot, Family Dwelling Unit, Multiple-Family Tract, Development Unit Parcel, or any Unsubdivided Land.

Employees and Agents of the Company shall have access to and enjoyment of the Common Areas subject to rules and regulations and user fees established by the Board of Directors.

A Member's spouse, parents, and children who reside with such member in Redfields shall have the same easement of enjoyment hereunder as a Member.

Section 2. Title to Common Areas and Restricted Common Areas.

(a) Any conveyances by the Company or its successors and assigns, of Common Areas and Restricted Common Areas by deed to the Association shall be subject to (i) all restrictions and limitations imposed by this Declaration, including, without limitation, all rights of easement and rights of entry reserved unto the Company, its successors and assigns, in said Declaration, (ii) all other restrictions and limitations of record at the time of conveyance, (iii) any restrictions, limitations, reservations of easements or future easements, conditions, or properties as stipulated in said deed, and (iv) deeds of trust of record (but the Company shall covenant to hold the Association and the property harmless from the lien secured by the deed of trust). Such conveyances shall be without cost to the Association; however, the Association shall pay the deed preparation and recording costs.

Upon such conveyance, such parcels of land and any improvements thereon shall become Common Areas or Restricted Common Areas as designated in the deed of conveyance.

(b) The Association shall not refuse the conveyance to it of any Common Area or Restricted Common Area and shall not refuse the designation of any parcel of land or any improvements thereon as an Intended Common Area or Intended Restricted Common Area through the express, written notification by the Company to the Association of intent to convey said property to the Association, and, further, the Association shall not refuse to accept any Intended Common Area or Intended Restricted Common Area as a Common Area or Restricted Common Area at such time as the Company, in its sole and uncontrolled discretion, deems it advisable to convey such property to the Association.

(c) Upon conveyance of any parcel of land and any improvements thereon as a Common Area or Restricted Common Area by the company or any other third party, the Association shall immediately become responsible for all maintenance and operation of said property, real estate taxes thereon, and for such additional construction of improvements thereon as may be authorized by the Association's Board of Directors subject to the provisions of this Declaration. It is the purpose of this provision to provide that the Association shall be responsible for all maintenance and operation of all Common Areas and Restricted Common Areas.

(d) Notwithstanding anything in the foregoing to the contrary, the Company reserves unto itself, its successors and assigns, and its agents, the right to enter upon any Intended Common Area, Intended Restricted Common Area, Common Area, or Restricted Common Area for the purpose of constructing or maintaining any facilities contemplated by the Master Plan.

The provisions of this paragraph shall in no way create any obligation on the part of the Company to construct or maintain any such facilities on said properties. The Company further reserves for itself, its assignees and successors the right to reserve and to grant to third parties such easements as it may deem necessary over Common Areas and Restricted Common Areas.

Section 3. Extent of Members' and Tenants' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to borrow money from the Company or any lender for the purpose of improving and/or maintaining the Common Areas and Restricted Common Areas, and providing services authorized herein and in aid thereof to mortgage said properties or to sell or lease all or part of such areas, provided, however, that any such mortgage, sale or lease is with the prior consent of two-thirds of the Members of the Association, which consent may be evidenced by petition or by an affirmative vote of two-thirds of the Members voting in person or by proxy at a duly called meeting of the Association;

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosures;

(c) The right of the Association to suspend the rights and easements of enjoyment of any Member or Tenant or guest of any Member for any period during which the payment of any Assessment against property owned by such Member remains delinquent, and for any period not to exceed sixty (60) days for each infraction of its published rules and regulations, it being understood that any suspension for either nonpayment of any Assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the Assessment, and, provided that the Association shall not suspend the right to use any roads belonging to the Association subject to the rules, regulations and fees, if any, established by the Association for such use.

(d) The right of the Association to charge reasonable admission and other fees and dues for the use of recreational facilities and services on the Common Areas and Restricted Common Areas.

(e) The right of the Company or the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility or drainage easements on any part of the Common Areas and Restricted Common Areas.

(f) All other restrictions and limitations of record at the time of conveyance, to any public agency, authority, public service district, utility, or private concern.

ARTICLE VIII
COVENANTS FOR ASSESSMENTS AND INITIAL CAPITAL PAYMENTS

Section 1. Initial Capital Payments. The Company or the settlement attorney, as the agent of the Association, will collect from each initial purchaser of each Residential Lot, Development Unit Parcel, and Multi-Family Tract at the time of settlement an initial capital payment of one hundred dollars (\$100.00). The Company or settlement attorney, as the case may be, will deliver the funds so collected to the Association to provide the necessary working capital for the Association. Such funds may be used for certain prepaid items, initial equipment, supplies, organizational costs and other start-up costs, and for such other purposes as the Association may determine. The initial capital payments shall be due at each initial sale of a Residential Lot, Development Unit Parcel, and Multi-Family Tract by the Company. In addition, at the time of closing of the sale of each completed residence to a third party purchaser, the initial purchaser of each Residential Lot, Development Unit Parcel, and Multi-Family Tract will collect from each third party purchaser at the time of settlement an initial capital payment of fifty dollars (\$50). The initial purchaser of each Residential Lot, Development Unit Parcel, and Multi-Family Tract will deliver the funds so collected to the Association to provide the necessary working capital for the Association as indicated above.

Section 2. Creation of the Lien and Personal Obligation of Assessments. The Company covenants, and each Owner of any Residential Lot, Family Dwelling Unit, Multiple-Family Tract, Development Unit Parcel, or Unsubdivided Land located within the Properties, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association the assessments and charges provided for in this Article. In addition to the personal liability of Owners and their successors for payment as provided herein, the annual and special assessments, together with such interest thereon and costs of collection thereof, including a reasonable attorney's fee, shall be a charge and continuing lien on the property and improvements thereon against which each such assessment is made. No property or Owner shall be exempt or relieved from liability for assessments because of the Owner's non-use of any Common Areas of any type, or non-use of any services provided by the Association.

Section 3. Purpose of Assessments. The Association shall levy assessments for the purpose of maintaining, operating, and improving the Common Areas and Restricted Common Areas; for the costs of repairing, replacing, or expanding such Areas, or for accumulating such reserves for such projects as the Association deems advisable; for the costs of providing such services as the Association determines to provide; for the reasonable and necessary expenses of operating the Association, and for such other purposes for which the Association is empowered to levy assessments under the laws of Virginia.

Section 4. Application of "Maximum" Assessment. The Maximum Regular Annual Assessment, as set forth in the schedule hereinbelow, and as is automatically increased annually pursuant to the provisions of subparagraph (h) below, shall be levied by the Association.

If, however, the Board of Directors of the Association, by majority vote, determines that the functions of the Association may be properly funded by a lesser assessment, it may levy such lesser assessment; provided, however, so long as the Company is engaged in the development of properties which are subject to the terms of this Declaration, the Association may not reduce assessments to such a lesser amount without the written consent of the Company. The levy of an assessment less than the Maximum Regular Annual Assessment in one (1) year shall not affect the Board's right to levy the Maximum Regular Annual Assessment in subsequent years.

If the Board of Directors shall levy less than the Maximum Regular Annual Assessment for any Assessment year and thereafter, during such Assessment year, determine that the important and essential functions of the Association cannot be funded by such lesser Assessment, the Board may, by majority vote, levy a Supplemental Assessment. In no event shall the sum of the initial and Supplemental Assessments for that year exceed the applicable Maximum Regular Annual Assessment, unless approved by the Association as a Special Assessment.

(a) The Maximum Regular Annual Assessment as of the date of these covenants and restrictions shall be the sums calculated in accordance with the following Assessment Schedule, as shall be automatically increased in each instance by an inflation adjuster as set forth in Section (h) of this Paragraph, and as may be increased pursuant to the provisions set forth immediately above:

<u>Property Type</u>	<u>Maximum Regular Annual Assessment</u>
Unimproved Residential Lot	\$ 125 per lot
Family Dwelling Unit (single family detached or townhouse)	\$1,000 per unit
Unimproved Multiple Family Tract	\$ 200 per acre
Improved Multiple Family Tract	\$ 300 per unit
Development Unit Parcel	\$ 10 per acre

(b) Property shall not be subject to annual assessments as a Residential Lot until the first day of the quarter of the year following after all of the following have occurred:

- (1) Recording of a plat in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, showing such Residential Lot;
- (2) The Residential Lot has been placed on an "Inventory List" of lots available for sale to the public by the Company. By offering a lot for sale to the public, the Company shall be deemed to have placed such lot on the Inventory List.
- (3) In those cases where the Lot is owned by any third party other than the Company or the Company's affiliates, the Residential Lot is sufficiently developed to be subject to Assessment, in the sole discretion of the Board of Directors of the Association, as a Residential Lot.

(c) Property shall not be classified for the purposes of these Covenants and these Annual Assessments as a Multiple-Family Tract until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property for Multiple-Family use is recorded in the Clerk's Office of the Circuit court of Albemarle County, Virginia; provided, however, that any property within said parcel of land which also qualifies as an Exempt Property as defined Article I shall not be deemed part of said Multiple-Family Tract for the purposes of calculating Assessments or votes. A Multiple-Family Tract, or portions of said Multiple-Family Tract, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to Assessment, in the sole discretion of the Board of Directors, as improved properties.

In those cases where the improvements intended on a Multiple-Family Tract include more than one building or structure containing condominium or Apartment Units, such a tract shall be deemed to be unimproved until the building or structure is sufficiently complete to be subject to Assessment, in the sole discretion of the Board of Directors of the Association, as improved properties, at which time each and every Family Dwelling Unit or Apartment Unit within said building or structure shall be deemed a Family Dwelling Unit or Apartment Unit, respectively, for the purpose of Assessment. The remaining number of acres to be assessed as a Multiple-Family Tract shall be calculated by multiplying the number of acres in the entire Tract by the ratio of the number of completed units to the number of Units proposed to be constructed on the entire Tract.

(d) Property shall not be classified for purposes of these Assessments as a Development Unit Parcel until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property as a Development Unit Parcel is recorded in the Clerk's Office of the circuit Court of Albemarle County, Virginia; provided, however, that any property within said parcel of land which also qualifies as an Exempt Property as defined in Article I shall not be deemed part of said Development Unit Parcel for the purpose of calculating Assessments or votes. As such time as a Development Unit Parcel, or a portion of said Development Unit Parcel, is further subdivided and classifiable as a Residential Lot or Lots, or Multiple-Family Tract, said property or such portion of said property shall then be classified in such other appropriate category for Assessment. Any remaining portion of such property shall continue to be a Development Unit Parcel until reclassified in this manner.

(e) Assessments shall be due and payable quarterly, monthly, or on such other basis as may be determined by the Board of Directors. The payment schedule shall be the same for all properties of a specified category, however, the Board of Directors, in its sole discretion, may establish different schedules for the billing of Assessments due from different categories of property.

(f) The Board of Directors may authorize a Billing Agent to collect the Assessments provided for herein.

(g) The Owner of any assessable property which changes from one category to another during an Assessment year shall be billed an additional amount for the remaining full quarters of such year to reflect the category change.

(h) From and after January 1, 1992 the Maximum Regular Annual Assessment shall be automatically increased each year by the greater of a) ten percent; or b) the percentage increase between the first and last months of the thirteen (13) month period terminating at the end of the third (3rd) quarter of the previous Assessment year in the Consumer Price Index, U.S. City Average, all items (1982 - 84/100) (Hereinafter "C.P.I.") issued by the U.S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas," whichever of these two percentage figures is larger. If the C.P.I. is discontinued, then there shall be used the most similar index that may be procured indicating changes in the cost of living.

Section 5. Special Assessments for Improvements and Additions. In addition to the Maximum Regular Annual Assessments authorized by Section 3 hereof, the Association may upon the prior favorable vote of at least two-thirds of the votes cast at a duly-convened meeting of the Association, levy Special Assessments to meet necessary expenses or operating deficits; for the costs of improvements, repairs, or additions to property of the Association; or for any other purpose for which this Declaration or the laws of Virginia authorize the Association to levy regular or special Assessments.

Section 6. Assessments and/or Fees for Restricted Common Areas. In addition, the Association may levy assessments to Owners eligible for enjoyment of Restricted Common Areas, which assessment will be used for costs attributable to such Restricted Common Area. Alternatively (or in addition) the Association may impose fees for the use of such Areas.

Section 7. Reserve Funds. The Association shall establish reserve funds from its Annual Assessments and initial capital assessment to be held in reserve in an interest drawing account or investments as a reserve for:

- (a) Major rehabilitation or major repairs;
- (b) Emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss;
- (c) Initial costs of any new service to be performed by the Association; and
- (d) Or as deemed necessary for continued operation of the Association.

Section 8. Special Assessments for Neighborhood Areas. On petition of at least two-thirds of all Owners within a particular Neighborhood Area, or contiguous Neighborhood Areas, the Association may levy a Special Assessment applicable only to each Owner within the immediate Neighborhood Area or Areas, to undertake special neighborhood improvements, neighborhood rehabilitation or construction, special neighborhood security and neighborhood maintenance.

If such Special Assessment be proposed by the Association rather than by petition as provided for here in above then such proposal shall be submitted to a referendum of all Owners within the particular Neighborhood Area or Areas, and such Special Assessment shall be levied upon each such Owner only upon a favorable vote of not less than two-thirds of such Owners.

Section 9. Notices and Records of Assessments. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Residential Lot, Family Dwelling Unit, Multiple-Family Tract, Development Unit Parcel, or Unsubdivided Land, within the Assessment Schedule as provided hereinabove, and shall at that time, direct the preparation of an index of the properties and Annual Assessments applicable thereto, and any Assessments for Restricted Common Areas, Neighborhood Area Assessment and any Special Assessments applicable thereto, which shall be kept in the office of the Association and which shall be open to inspection by any Member at reasonable times and upon reasonable notice. Written notice of Assessments shall thereupon be sent to every Member subject thereto.

Section 10. Annual Statements. The President, Treasurer, or such other Officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statements showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. Such Officer shall furnish to each Member of the Association who may make a request therefor in writing, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail. Any holder of a first mortgage on a lot(s) or unit(s) shall be entitled upon written request, to a financial statement for the immediately preceding fiscal year.

Section 11. Annual Budget. The Board of Directors shall prepare and make available to all Members, at least sixty (60) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times, upon reasonable notice.

ARTICLE IX
DEFAULT; LIEN FOR ASSESSMENTS AND COSTS;
REMEDIES OF ASSOCIATION

Section 1. Late Charges and Interest on Unpaid Assessments; Costs. In the event any regular or special assessment by the Association remains unpaid fifteen (15) days after the due date thereof, the Association shall be entitled to impose a late payment charge equal to five percent (5%) of the past-due amount. In the event any such assessment remains unpaid thirty (30) days after the due date thereof, the Association shall be entitled to impose a late payment charge of \$25.00 per month on each past-due amount until paid. In addition, the Association shall be entitled to reimbursement for all costs incurred in the collection of such past-due amounts, including reasonable attorney's fees.

Section 2. Effect of Failure to Comply with Other Provisions of Declaration; Costs. In the event of a violation or breach of any of the restrictions contained herein by any Property Owner, tenant of such Owner, or agent of such Owner, the Company and/or the Association shall have the right to proceed at law or in equity to compel a compliance to the terms of this Declaration, or to seek damages for a breach hereof. Other provisions regarding the enforcement of violations of restrictions and covenants are set forth in Article V, paragraph 13 above.

Whenever the Company or its agent is permitted by this Declaration to correct, repair, enhance, improve, clean, preserve, clear out, remove, or take any action on any Property or on the easement areas adjacent thereto, and whenever it is stated in this Declaration the the cost of such action (hereinafter called the Cost of Corrective Action) shall be paid by the Owner of the Property on which such corrective action is performed, the Cost of Corrective Action shall be billed at the completion of such corrective action, and all bills shall be due and payable within thirty (30) days from the date of mailing of same, and any amount not so paid shall bear interest from the mailing date until paid at the rate of one and one-half percent (1½%) per month. In addition, the Association shall be entitled to reimbursement for all costs incurred in collecting such Costs of Corrective Action, including reasonable attorney's fees.

Section 3. Enforcement; Lien; Waiver of Homestead Exemption. All amounts required to be paid under this Declaration, and all unpaid assessments, Costs of Corrective Action, late charges, interest, costs, or attorney's fees described in Sections 1 and 2 of this Article (hereinafter referred to as "Unpaid Charges") are the personal obligations of the Owners of the property to which such items are charged jointly and severally, and are binding upon the heirs, executors, administrators, devisees, representatives, donees, successors, assigns, and purchasers of or from such Owners.

It shall be the duty of every purchaser or successor in title to any of the Properties to ascertain from the Association the amounts of assessments and any Unpaid Charges against such Property, and to see that all such amounts are paid at or before recordation of their deeds. The Association shall be entitled to collect any Unpaid Charges from such purchasers and successors, jointly and severally with the prior Owner of the Property. Each Owner hereby waives the benefit of the homestead exemptions of Virginia law with respect to their obligation for Unpaid Charges.

Section 4. Memorandum of Lien; Enforcement of Lien. In addition to the remedies stated above, the Association shall have a lien upon each lot, tract, or unit in the Property for all assessments and Unpaid Charges due thereon. The Association may record a Memorandum of Lien in the Albemarle County Circuit Court Clerk's Office clearly identifying the Owner, Property, and Unpaid Charges to which the lien pertains, with the cost of preparing and recording the Memorandum constituting an additional Unpaid Charge, PROVIDED that the Association shall mail notice of the proposed recording to such Owner, by certified mail addressed to such Owner's last known address, at least ten (10) days prior to recording the Memorandum, and further PROVIDED that such Memorandum shall comply with the time limits and other provisions of Chapter 26 of Title 55 of the Code of Virginia, as amended, or successor laws, unless repealed. Such lien may be enforced by a suit in equity to compel sale of the property against which the lien exists, PROVIDED that any such suit must be filed within twenty-four (24) months of the date the Memorandum of such lien was recorded, or such other time as may be required by Chapter 26 of Title 55 of the Code of Virginia. Alternatively, a suit and remedies for a money judgment may be pursued without foreclosing or waiving the lien securing those obligations.

Section 5. Non-Waiver. The failure of the Association or any Owner to enforce any rights, reservations, restrictions or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar of such right to enforcement. The remedies granted hereunder are cumulative, and the exercise of any one or more shall not be deemed an election of remedies or waiver of the right to pursue other remedies.

The express grant of rights and remedies to the Association by this Declaration shall not be construed as diminishing any remedies for breach of the provisions hereof which may be pursued by other Owners, third parties, or governmental agencies.

Section 6. Subordination and Mortgage Protection.

Notwithstanding any other provisions hereof to the contrary, the lien for any Unpaid Charges imposed by this Declaration shall be subordinate to, and shall in no way affect the rights of the holder of a mortgage or deed of trust made in good faith for value received; provided, however, that such mortgage or deed of trust secures a loan made by an institutional lender; and provided, further, that such subordination shall apply only to a sale or transfer of the security property pursuant to a foreclosure, or any deed or proceeding in lieu of foreclosure.

Such sale or transfer shall not relieve the purchaser or transferee of such property from liability for any assessments or Costs of Corrective Action thereafter becoming due, nor from the lien of any such subsequent assessment, Cost of Corrective Action, or other charges imposed hereunder, which lien shall have the same effect and be enforced in the same manner as provided herein.

ARTICLE X
GENERAL PROVISIONS

Section 1. Appointment or Assignment by Company. The Company reserves unto itself, its successors and assigns, the right to appoint the Association its agent for the purpose of administering and enforcing, in whole or in part, the rights reserved unto the Company in this Declaration, including, but not limited to, the rights to approve (or disapprove) plans, specifications, color, finish, plot plan, land management plan, and construction schedules for any or all buildings or structures to be erected within any or all of the Properties. Such appointments may be temporary or permanent, and shall be subject to any conditions, limitations, or restrictions which the Company, in its sole discretion, may elect to impose. Upon any such appointment of the Association as agent by the Company, the Association shall assume any obligations which are incident thereto.

In addition to the foregoing, the Company reserves unto itself, its successors and assigns, the right to assign in whole or in part to the Association its rights reserved in this Declaration to grant approvals (or disapprovals), to establish rules and regulations, to administer and enforce the provisions of General this Declaration and any or all other rights reserved herein by the Company. The assignment of such rights shall be subject to any conditions, limitations, or restrictions which the Company, in its sole discretion, may elect to impose at the time of assignment.

Following the assignment of such rights, the Association shall assume all of the Company's obligations which are incident thereto (if any), and the Company shall have no further obligation or liability with respect thereto.

The assignment of such right or rights by the Company to the Association shall be made by written instrument which shall be recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

Section 2. Duration. The provisions of this Declaration and any Amendments thereto shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Company, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period this Declaration shall be automatically extended for successive periods of ten (10) years. The number of ten (10) years extension periods hereunder shall be unlimited, and this Declaration shall be automatically extended upon the expiration of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year extension period, unless at a duly called meeting of the Association fifty-one percent (51%) or more of the total vote entitled to be cast by all the Members of the Association shall vote in favor of terminating this Declaration at the end of its then current term. In the event that the Members of the Association vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the Resolution of Termination adopted by the Association. The certificate shall be recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, and may be relied upon for the correctness of the facts contained therein.

Section 3. Amendments. All proposed Amendments to this Declaration shall be submitted to a vote of the Members at a duly called meeting of the Association subject to the requirements established by Article VI, and any such proposed amendment shall be deemed approved if two-thirds (2/3) of the votes cast at such meeting vote in favor of such proposed amendment.

If any proposed amendment to this Declaration is approved by the Members as set forth above, the President, and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the Amendment. Such Addendum shall be recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

So long as the Company is a Type "D" Member, no Amendment of this Declaration shall be made without the written consent of the Company.

The Company reserves unto itself, its successors and assigns, the rights to add additional restrictive covenants in respect to lands within the Properties to be conveyed in the future by the Company to the Association or to any other third party, or to limit therein the application or to any other third party, or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of these covenants shall be reasonably exercised.

As used throughout this Declaration, the term "Declaration" shall include any amendments and any supplemental Declarations as are authorized herein.

Section 4. Additional Property. The Company reserves unto itself, its successors and assigns the right to bring within the plan and operation of this Declaration additional property. Such property may be subject to this Declaration as one parcel or as several smaller parcels at different times. The additions authorized herein shall be made by recording a Supplementary Declaration with respect to the additional property which shall extend the operation and effect of this Declaration to such additional property. The Supplementary Declaration may contain such complementary additions and/or modifications of the provisions and Conditions contained in this Declaration as may be necessary or convenient, in the sole judgment of the company to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Declaration, but such modifications shall have no effect upon the Existing Property or upon any other additions to the Properties.

Section 5. Severability. Should any provision, sentence, or clause 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 way effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Company and/or the Association contemplated under this Declaration, the Company and/or the Association 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 7. Management and Contract Rights of Association.

The Company may enter into a contract with a management company or manager for the purposes of providing all or part of the operation, care, supervision, maintenance, and management of the property. However, no such contract shall be binding upon the Association except through express adoption or ratification of the terms and conditions of such contract.

Any contract or lease entered into by the Company or by the Association while the Type "D" Member elects a majority of the Directors of the Association shall contain a provision allowing the Association to terminate such contract without justification or penalty after the Type "D" member no longer elects a majority of the Directors of the Association.

Section 8. Rights of Certain Noteholders. Any institutional holder of a first mortgage on a Unit, Lot, Tract, Site or Parcel will, upon written request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual financial statement of the Association within ninety (90) days following the end of its fiscal year, (c) receive written notice of all meetings of the Association and the right to designate a representative to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage, (e) receive written notice of any sixty-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage, (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owners Association, and (g) be furnished with a copy of the Association's insurance policies.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed in its behalf.

REDFIELDS DEVELOPMENT CORPORATION
a Virginia corporation

By: Gaylon T. Beights
Gaylon T. Beights, President

Gaylon T. Beights

STATE OF VIRGINIA

COUNTY OF ALBEMARLE, to wit

The foregoing instrument was acknowledged before me this 21st
day of February, 1991, by Gaylon T. Beights the
President of Redfields Development Corporation.

My commission expires: January 10, 1992

Richard D. Shepherd
Notary Public

Note: The original of the foregoing document
is recorded in the Albemarle County Circuit
Court Clerk's Office in Deed Book 1140, page 707.

EXHIBIT A
ATTACHED TO DECLARATION OF CONVENANTS AND RESTRICTIONS
OF
REDFIELDS AND BY-LAWS OF REDFIELDS COMMUNITY ASSOCIATION, INC.

In addition to the property described in Section I of Article II herein-
above, the following property is included as Existing Property made subject to
this Declaration:

ALL that certain lot or parcel of land in Albemarle
County, Virginia, containing .7566 acres, designated as
Parcel "B" on a plat prepared by Kirk Hughes and Associates,
dated September 12, 1990, last revised November 12, 1990,
a copy of which is attached to and recorded with a Deed of
Exchange and Easement Agreement dated February 20, 1991,
recorded immediately prior hereto.

SUPPLEMENTAL DECLARATION

012323

PHASE 1C./REDFIELDS

THIS SUPPLEMENTAL DECLARATION is entered into this 29th day of September, 1993, by REDFIELDS DEVELOPMENT CORPORATION, owner of all of the lots in the hereinbelow-described Phase 1C of Redfields, supplementing the Declaration dated February 21, 1991, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1140, page 707 (the "Declaration").

There is hereby imposed upon each owner and lot in Phase 1C, Redfields, as more particularly described in Schedule A attached hereto, the following additional assessment, pursuant to Section 8 of Article VIII of the Declaration, in addition to all other assessments imposed under the Declaration. Such additional assessment shall be payable and enforceable in the same manner as all other assessments imposed under the Declaration.

Establishment of Phase 1C Homeowner's Committee. There is hereby established the Redfields Phase 1C Homeowner's Committee (the Committee) whose function shall be to administer the provisions of this Supplemental Declaration. This Committee shall be appointed by the Board of Directors, which shall also determine the size of the Committee and the length of the terms of the Committee members. No person shall be a member of this Committee who is not also an owner of a Phase 1C lot.

Neighborhood Area Assessment. The amount of the Phase 1C Neighborhood Area Assessment shall be determined on an annual basis by the Committee, by allocating among the Phase 1C lots, in equal shares, the amount required to provide revenues equalling proposed expenditures set forth in the Budget

adopted by the Committee (the "Neighborhood Area Assessment") as provided in the following paragraph.

Annual Budget; Purposes of Assessments. The Committee shall prepare, adopt, and make available to all Owners of lots in Phase 1C, at least 30 days prior to the beginning of each fiscal year of the Association, a budget setting forth anticipated receipts and expenses for the following year for the following activities:

(1) All costs of maintaining (including snow removal) and repairing the private road and appurtenant parking easements serving the lots in Phase 1C, so as to maintain the road and parking easements in good and safe condition;

(2) All costs of any other activities, services, or expenses exclusively or primarily for the benefit of Phase 1C which the Committee elects to provide or incur in a manner not inconsistent with the Declaration;

(3) Any administrative expenses and insurance expenses associated with items (1) and (2) above or directly allocated to Phase 1C; and

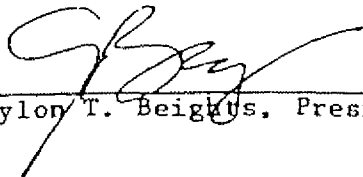
(4) Such reserves for capital projects in and for Phase 1C as the Committee may deem prudent and appropriate.

Covenant for Road Maintenance, Etc. Assessments. Each Owner of one or more lots in Phase 1C covenants to pay the portion of Neighborhood Area Assessments allocated to his or her lot(s) as provided above, in addition to and in the same manner as the other assessments provided for under the Declaration, as it may be amended and supplemented from time to time. The Committee, acting through the Board, shall maintain the said private road and appurtenant parking easements in good and safe condition, making necessary repairs thereto and providing reasonable snow removal as needed. The cost of

repair, construction, maintenance, and upkeep of the road and parking easements shall not be borne by the County of Albemarle nor the Commonwealth of Virginia. The Committee's road maintenance, repair, and snow removal obligations shall end in the event the said private road is accepted into the state highway system.

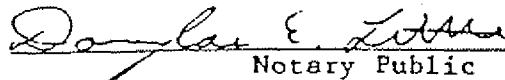
WITNESS the following signature.

REDFIELDS DEVELOPMENT CORPORATION

By 
Gaylon T. Beights, President

STATE OF VIRGINIA
CITY OF CHARLOTTESVILLE, to-wit:

The foregoing instrument was acknowledged before me this 29th day of September, 1993, by Gaylon T. Beights, President of Redfields Development Corporation.


Notary Public

Commission expires: December 31, 1997.

SUPPLEMENTAL DECLARATION

PHASE 3-A REDFIELDS

THIS SUPPLEMENTAL DECLARATION is entered into this 5th day of February, 1997, by REDFIELDS DEVELOPMENT CORPORATION, owner of Lots 1 through 14 and 17 through 26 in the below-described Phase 3-A of Redfields, and CRAIG BUILDERS, a division of CRAIG ENTERPRISES, INC., owner of Lots 15, 16, 27 and 28 in the said Phase 3-A of Redfields, and supplements the Declaration dated February 21, 1991, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1140, page 707 (the "Declaration").

There is hereby imposed upon each owner and lot in Phase 3-A, Redfields, as more particularly described in Schedule A attached hereto, the following additional assessment, pursuant to Section 8 of Article VIII of the Declaration, in addition to all other assessments imposed under the Declaration. Such additional assessment shall be payable and enforceable in the same manner as all other assessments imposed under the Declaration.

Establishment of Phase 3-A Homeowner's Committee. There is hereby established the Redfields Phase 3-A Homeowner's Committee (the Committee) whose function shall be to administer the provisions of this Supplemental Declaration. The Committee shall be appointed by the Board of Directors of Redfields Community Association, Inc., which shall also determine the size of the Committee and the length of the terms of the Committee members, provided, however, that there shall be a representative of Redfields Development Corporation on such Committee for as long as Redfields Development has a representative on the Board of the

Association, and further provided that Craig Builders shall have a representative on such Committee until such time as eighty percent (80%) of the lots in Phase 3-A have been sold to individual homeowners. No person shall be a member of this Committee who is not also an owner of a Phase 3-A lot.

Neighborhood Area Assessment. The amount of the Phase 3-A Neighborhood Area Assessment shall be determined on an annual basis by the Committee, by allocating among the Phase 3-A lots, in equal shares, the amount required to provide revenues equaling proposed expenditures set forth in the Budget adopted by the Committee (the "Neighborhood Area Assessment") as provided in the following paragraph.

Annual Budget; Purposes of Assessments. The Committee shall prepare, adopt, and make available to all Owners of lots in Phase 3-A, at least 30 days prior to the beginning of each fiscal year of the Association, a budget setting forth anticipated receipts and expenses for the following year for the following activities:

- (1) Groundskeeping and lawn maintenance of yards, including mowing, landscaping, weeding, raking, and shrub replacement;
- (2) Snow removal from parking areas and sidewalks;
- (3) All costs of any other activities, services, or expenses exclusively or primarily for the benefit of Phase 3-A which the Committee elects to provide or incur in a manner not inconsistent with the Declaration;

(4) Any administrative expenses and insurance expenses associated with items (1) and (2) above or directly allocated to Phase 3-A; and

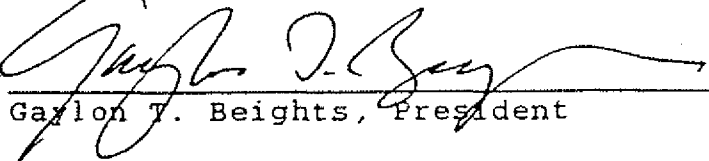
(5) Such reserves for capital projects in and for Phase 3-A as the Committee may deem prudent and appropriate.

Covenant for Assessments. Each Owner of one or more lots in Phase 3-A covenants to pay the portion of Neighborhood Area Assessments allocated to his or her lot(s) as provided above, in addition to and in the same manner as the other assessments provided for under the Declaration, as it may be amended and supplemented from time to time. The Committee, acting through the Board, shall be responsible for carrying out the purposes of this Supplemental Declaration and any projects or activities authorized hereto.

WITNESS the following signatures:

REDFIELDS DEVELOPMENT CORPORATION

By:


Gaylon T. Beights, President

CRAIG BUILDERS, a division of
CRAIG ENTERPRISES, INC.

By:



STATE OF VIRGINIA
CITY OF CHARLOTTESVILLE, to wit:

The foregoing instrument was acknowledged before me this 17th day of February, 1997, by Gaylon T. Beights, President of Redfields Development Corporation.


Notary Public

My commission expires: 12/31/97.

STATE OF VIRGINIA
CITY OF CHARLOTTESVILLE, to wit:

The foregoing instrument was acknowledged before me this day of February, 1997, by Samuel D. Craig, III, President of Craig Builders, a division of Craig Enterprises, Inc.

Charlotte D. Goodwin
Notary Public

My commission expires: 12/31/98.

SCHEDULE A

All those certain lots or parcels of land located in the Samuel Miller Magisterial District of Albemarle County, Virginia, shown and designated as Lots 1 through 28, on a plat of Kirk Hughes and Associates, dated October 13, 1995, last revised May 14, 1996, entitled "Subdivision Plat Lots 1 thru 58, Phase 2-C; Lots 1 thru 28, Phase 3-A; Redfields", a copy of which is recorded in the Clerk's Office of the Circuit Court of said County in Deed Book 1568, pages 220-229.

provided that Craig Enterprises, Inc., shall have a representative on such Committee until such time as eighty percent (80%) of the lots on Pebble Hill Court have been sold to individual homeowners. No person shall be a member of this Committee who is not also an owner of a lot on Pebble Hill Court.

Neighborhood Area Assessment. The amount of the Pebble Hill Court Neighborhood Area Assessment shall be determined on an annual basis by the Committee, by allocating among the Pebble Hill Court lots, in equal shares, the amount required to provide revenues equalling proposed expenditures set forth in the Budget adopted by the Committee (the "Neighborhood Area Assessment") as provided in the following paragraph.

Annual Budget: Purposes of Assessments. The Committee shall prepare, adopt, and make available to all Owners of lots on Pebble Hill Court, at least 30 days prior to the beginning of each fiscal year of the Association, a budget setting forth anticipated receipts and expenses for the following year for the following activities:

- (1) Groundskeeping and lawn maintenance of yards, including mowing, landscaping, weeding, raking, and shrub replacement;
- (2) Snow removal from parking areas and sidewalks;
- (3) All costs of any other activities, services, or expenses exclusively or primarily for the benefit of Pebble Hill Court which the Committee elects to provide or incur in a manner not inconsistent with the Declaration;

SUPPLEMENTAL DECLARATIONPHASE 3-B, REDFIELDS

THIS SUPPLEMENTAL DECLARATION is entered into this 2nd day of June, 1999, by REDFIELDS DEVELOPMENT CORPORATION, owner of Lots 36 through 67 in the below-described Phase 3-B of Redfields, and supplements the Declaration dated February 21, 1991, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1140, page 707 (the "Declaration").

There is hereby imposed upon each owner and lot in Lots 36 through 67, being all of the lots on Pebble Hill Court, of Phase 3-B, Redfields, as more particularly described in Schedule A attached hereto, the following additional assessment, pursuant to Section 8 of Article VIII of the Declaration, in addition to all other assessments imposed under the Declaration. Such additional assessment shall be payable and enforceable in the same manner as all other assessments imposed under the Declaration.

Establishment of Pebble Hill Court Homeowner's Committee.

There is hereby established the Redfields Pebble Hill Court Homeowner's Committee (the Committee) whose function shall be to administer the provisions of this Supplemental Declaration. The Committee shall be appointed by the Board of Directors of Redfields Community Association, Inc., which shall also determine the size of the Committee and the length of the terms of the Committee members, provided, however, that there shall be a representative of Redfields Development Corporation on such Committee for as long as Redfields Development Corporation has a representative on the Board of the Association, and further

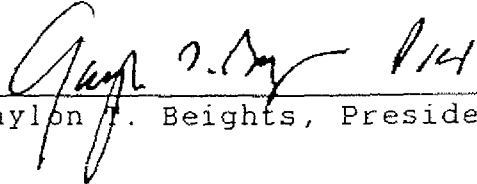
(4) Any administrative expenses and insurance expenses associated with items (1) and (2) above or directly allocated to Pebble Hill Court; and

(5) Such reserves for capital projects in and for Pebble Hill Court as the Committee may deem prudent and appropriate.

Covenant for Assessments. Each Owner of one or more lots on Pebble Hill Court covenants to pay the portion of Neighborhood Area Assessments allocated to his or her lot(s) as provided above, in addition to and in the same manner as the other assessments provided for under the Declaration, as it may be amended and supplemented from time to time. The Committee, acting through the Board, shall be responsible for carrying out the purposes of this Supplemental Declaration and any projects or activities authorized hereto.

WITNESS the following signatures:

REDFIELDS DEVELOPMENT CORPORATION

By: 
Gaylon T. Beights, President

STATE OF VIRGINIA
CITY OF CHARLOTTESVILLE, to wit:

The foregoing instrument was acknowledged before me this day of June, 1999, by Gaylon T. Beights, President of Redfields Development Corporation.


Notary Public

My commission expires: June 30, 2003.

SCHEDULE A

All those certain lots or parcels of land situated in the County of Albemarle, Virginia, shown and designated as Lots 36 through 67, on a plat of Kirk Hughes and Associates, dated July 1, 1998, last revised October 14, 1998, and recorded in the Clerk's Office of the Circuit Court of said County in Deed Book 1819, pages 0073-0081.

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALBEMARLE:

THIS DEED WAS PRESENTED, AND WITH CERTIFICATE ANNEXED, IS ADMITTED

TO RECORD ON June 7, 1999, AT 3:21 O'CLOCK P. M.

STATE TAX	\$ _____	(039)
LOCAL TAX	\$ _____	(213)
TRANSFER FEE	\$ _____	(212)
L.T.T.F.	\$ <u>3.00</u>	(106)
VSLF	\$ <u>1.00</u>	(145)
CLERK'S FEE	\$ <u>12.00</u>	(301)
PLAT	\$ _____	
SECT.58.1-802:		
STATE TAX	\$ _____	(038)
LOCAL TAX	\$ _____	(220)
LOCAL TAX	\$ _____	(223)
TOTAL	\$ <u>16.00</u>	

TESTE:

SHELBY J. MARSHALL, CLERK

BY: *Pruey Minaker*
DEPUTY CLERK