

Prepared by and return to:

Chadwick Washington
201 Concourse Blvd., Suite 101
Glen Allen, Virginia 23059

GPIN#: Part of _____

**RESTATED AND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WESCOTT HOMEOWNERS' ASSOCIATION, INC.**

THIS RESTATED AND AMENDED CLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESCOTT HOMEOWNERS' ASSOCIATION, INC. is made this ___ day of _____, 2020, by HHHUNT WESCOTT, LLC, a Virginia limited liability company, its successors or assigns (hereinafter, "Declarant") and "Grantor" and "Grantee" for indexing purposes, and UNION BANK AND TRUST ("Lender").

W I T N E S S E T H :

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Wescott Homeowners' Association, Inc. was recorded in the Clerk's Office for the Circuit Court of Chesterfield County, Virginia on December 20, 2019 in Deed Book 12750, Page 0493, et seq., as Instrument #190052539 (hereafter, "Original Declaration");

WHEREAS, the Original Declaration was inadvertently recorded with two errors that are to be remedied by this instrument, namely: 1) an unnecessary reference to it being a "draft"; and 2) the property description contained in Exhibit "B", which should have been in Exhibit "A";

WHEREAS, the Original Declaration was amended by the recordation of the Corrected Declaration of Covenants, Conditions and Restrictions for Wescott Homeowners' Association, Inc. on January 30, 2020 in the Clerk's Office in Deed Book 12612, Page 0166, et seq., as Instrument #200004375 (hereafter, "Corrected Declaration")

WHEREAS, pursuant to Article XV, Section 2 of the Corrected Declaration, the Declarant, for so long as it owns real property described in Exhibits "A" or "B" of the Original Declaration, may unilaterally amend the Corrected Declaration so long as it in compliance with the Proffers;

WHEREAS, the Declarant remains the Owner of real property described in Exhibits "A" and "B" of the Original Declaration and this instrument is in compliance with the Proffers; and

NOW, THEREFORE, for and in consideration of the foregoing, the Declarant hereby adopts for recordation in the Clerk's Office this Restated and Amended Declaration of Covenants, Conditions and Restrictions for Wescott Homeowners' Association, Inc. (hereafter, the "Declaration"), to provide as follows:

RECITALS

Declarant is the owner of the real property (the "Properties") as described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant and Lender intend by this Declaration to impose upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Properties. Declarant and Lender desire to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or hereafter subject to this Declaration of Covenants, Conditions and Restrictions for Wescott Homeowners' Association, Inc.

DECLARATIONS

Declarant and Lender hereby declare that all of the property described in Exhibit "A" and any additional property described in Exhibit "B", which is hereafter subject to this Declaration of Covenants, Conditions and Restrictions for Wescott Homeowners' Association, Inc. by Supplemental Declarations (as defined herein) shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subject to this Declaration of Covenants, Conditions and Restrictions for Wescott Homeowners' Association, Inc. and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each of the owners thereof. The recitals are incorporated herein and made a part hereof. For the remainder of this document, this shall be referred to as the "Declaration."

ARTICLE I DEFINITIONS

Section 1. "Act" shall mean and refer to the Virginia Property Owners' Association Act, Section 55-508 et seq., Code of Virginia, as amended, including the renumbering effective in 2019.

Section 2. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Wescott Homeowners' Association, Inc., which was incorporated by the State Corporation Commission of the Commonwealth of Virginia on December 5, 2019.

Section 3. "Assessment Installment" shall mean and refer to any installment amount authorized and permitted by the Board with respect to any assessment levied pursuant to this Declaration or the Act.

Section 4. "Association" shall mean and refer to Wescott Homeowners' Association, Inc., a Virginia nonstock corporation, its successors or assigns.

Section 5. "Base Assessment Rate" shall mean and refer to the assessment that is equal to the portion of the budgeted Common Expenses for the upcoming year attributable to each Lot on a pro-rata basis.

Section 6. "Board of Directors" or "Board" shall mean and refer to the elected or appointed executive body of the Association having its normal meaning under Virginia corporate law.

Section 7. "Bond" shall mean and refer to any bond or security that Chesterfield County requires the Declarant to post connected with the Development.

Section 8. "Buffer" shall mean and refer to any portion of the Properties designated as such and as depicted on any Plat.

Section 9. "Builder" shall mean and refer to any Person who is duly licensed as a contractor and who purchases one (1) or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such Person's business. Any Person occupying or leasing a Lot for residential purposes shall cease to be considered a Builder with respect to such Lot immediately upon occupancy of the Lot for residential purposes, notwithstanding that such Person originally purchased the Lot for the purpose of constructing improvements for later sale to consumers.

Section 10. "Bylaws" shall mean and refer to the Bylaws of Wescott Homeowners' Association, Inc., as they may be amended from time to time.

Section 11. "Class "C" Control Period" shall mean and refer to the period of time during which the Class "C" member is entitled to appoint the members of the Board of Directors, as provided in the Bylaws.

Section 12. "Clerk's Office" shall mean and refer to the Clerk's office of the Circuit Court of the County of Chesterfield, Virginia.

Section 13. "Common Area" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of every Owner, subject only to the limitations set forth in Article II, Section 1 hereof. Common Area may include open space, roads and parking areas for the use of Owners. The Association shall be obligated to accept as Common Area any property or interest therein conveyed to it by the Declarant, regardless of the condition of the property at the time of the conveyance.

Section 14. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Owners, for the maintenance of Common Areas, including any reasonable reserve, and for the maintenance of the exterior of Lots as provided in Article VI herein, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association, but shall not include any expenses incurred by the Declarant for initial development, original construction or installation of infrastructure, original capital improvements, or other original construction costs unless performed by the Association or by the Declarant through agreement with the Association.

Section 15. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors.

Section 16. "Construction Access" shall mean and refer to the portion of the Properties to which the Declarant, its successors or assigns, has access for construction purposes as more specifically described in Article IX, Section 7.

Section 17. "Declarant" shall mean and refer to HHHunt Wescott, LLC, a Virginia limited liability company, its successors and assigns, provided that the Declarant assigns to such successors or assigns the Declarant's rights hereunder as to the Lots, by written instrument recorded in the Clerk's Office.

Section 18. "Declarant Control Period" shall mean and refer to the period of the Association's existence whereby the Declarant possesses the authority to appoint at least a majority of the members of the Board, as more fully set forth in the Declaration and Bylaws.

Section 19. "Declarant's Utility Rights" shall mean and refer to the exclusive and alienable rights, powers, easements and privileges hereby reserved by the Declarant to go on, over, under and upon every portion of the Common Area and Lots to erect, lay, construct, install, maintain, repair and use electric, telephone and television wires, cables and conduits, drainage ways, sewers, water lines and water mains and such other utilities and utility systems as the Declarant finds necessary or advisable in connection with the development of the Property. These rights include the right to cut bushes and trees, grade soil and such other actions reasonably necessary to economically and safely install, repair and use such utility systems. The Declarant's Utility Rights shall also include the exclusive and alienable right to sell, grant, convey and/or dedicate any utility system (and adjoining area) within the Common Area to the County of Chesterfield or one or more public utility companies. The Declarant's Utility Rights shall continue in effect until such time as the Declarant, including any successor Declarant, has conveyed or relinquished all of the Declarant's right, title and interest in and to any portion of the Property.

Section 20. "Declaration" shall mean and refer to this instrument, as may be amended and supplemented from time to time.

Section 21. "Design Standards" shall mean and refer to the design and development guidelines governing construction within the Properties, which shall include application and review procedures to be followed in submitting an application for approval under the Declaration, which shall include and addition, alteration, improvement or modification on a Lot.

Section 22. "Development" shall mean and refer to any of the Property that is subjected to this Declaration described in Exhibits "A" or "B" of the Declaration.

Section 23. "Lot" shall mean a portion of the Properties, whether developed or undeveloped, which is a separate subdivided lot of record or any other parcel of submitted land held in separate ownership (but not including the land designated as common area or common elements of a condominium), together with any improvements now or hereafter appurtenant thereto. Lot shall also include any condominium unit created in accordance with Chapter 4.2 Title 55 of the Code of Virginia (1950), as amended. The common elements of any condominium are appurtenances to the Lots and are part of the Lot.

(a) "Townhome Lot" shall mean and refer to a Lot that is subjected to the Declaration that is not part of or anticipated to be a part of any condominium.

(b) "Condominium Lot" shall mean and refer to any Lot that is subjected to the Declaration that is a condominium unit.

Section 24. "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

(a) "Class A Member" shall mean and refer to the Owner of a Townhome Lot.

(b) "Class B Member" shall mean and refer to the Owner of a Condominium Lot.

(c) "Class C Member" shall mean and refer to the Declarant, its successors or assigns.

Section 25. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 26. "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

Section 27. "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

Section 28. "Occupant" shall mean and refer to a Person entitled to reside or be on a Lot, collectively to include a Lot Owner, his guests, invitees, tenants and residents.

Section 29. "Open Space Easement Area" shall mean and refer to the real property designated as such or a "Conserved Open Space" on a Plat.

Section 30. "Owner" shall mean and refer to the record owner, whether one (1) or more persons, of any Lot which is part of the Property, including the Declarant or Builder, but excluding any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.

(a) "Class A Owner" shall mean and refer to the Owner of a Townhome Lot.

(b) "Class B Owner" shall mean and refer to the Owner of a Condominium Lot.

(c) "Class C Owner" shall mean and refer to the Declarant, its successors or assigns.

Section 31. "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 32. "Plat(s)" shall mean and refer to any plat, including condominium plats, of Wescott Development that is recorded in the Clerk's Office.

Section 33. "Proffers" shall mean and refer to the terms and conditions of the re-zoning of the Properties established for Rezoning Case #07SN0336.

Section 34. "Property" or "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and any property that is hereafter annexed and subjected to the Declaration by recordation of a Supplemental Declaration, as more specifically set forth in Article XIII of this instrument.

Section 35. "Road" or "Roads" shall mean and refer to any road or roads in the Development that Chesterfield County requires the Declarant to construct connected with the Development.

Section 36. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration, which subjects additional property to this Declaration, which may impose additional restrictions and obligations on the land described therein.

Section 37. "Townhome Expense" shall mean and refer to the expenses of the

Association that are exclusively limited to Townhome Lots in accordance with Article V of the Declaration.

Section 38. “Townhome Lot” shall mean and refer to any Lot in the Properties that is not a part of or intended to be a part of any condominium.

Section 39. “Townhome Reserves” shall mean and refer to funds from Townhome Assessments that are established and set aside by the Board for the exclusive use of funding maintenance, repair and replacement of portions of the Townhouses in accordance with the Declaration, as determined by the Board.

Section 40. “Walkway” shall mean and refer to the portion of a sidewalk extending from the front door of a residence to the driveway or extending from the front door of a residence to a sidewalk adjacent to the Lot.

Section 41. “Wescott Architectural Review Committee” or “WARC” shall mean and refer to the entity or group having jurisdiction over the initial construction of the Properties, as more fully described in Article XII of the Declaration.

Section 42. “Yard” shall mean and refer to the portion of the Lot that is exterior to the residential dwelling.

(a) “Front Yard” shall mean and refer to the portion of the Lot between the public and private road, and sidewalk where applicable, and the horizontal plane of the residential dwelling facing the public or private road.

(b) “Side Yard” shall mean and refer to the portion of the Lot located between the front and rear horizontal planes of the residential dwelling.

(c) “Rear Yard” shall mean and refer to the portion of the Lot located behind the horizontal plane of the rear of the residential dwelling.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners’ Easements of Enjoyment. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, which shall be appurtenant to and pass with the title to every Lot, subject to the following provisions:

(a) this Declaration, and any restrictions or limitations contained in any deed conveying such property to the Association;

(b) the right of the Board to adopt other rules regulating the use and enjoyment of the Common Area, including limiting the number of guests who may use the Common Area and the use of Common Area roads and parking areas, including assignment of parking spaces;

(c) the right of the Board to suspend an Owner's voting rights for nonpayment of assessments and/or for the Owner's violation or the violation by his or her family member, tenants, guests, residents or other invitees of any provision of this Declaration, the Bylaws or the rules of the Association;

(d) the right of the Board to assess charges against an Owner and/or suspend an Owner's right to use facilities and services of the Association, including the right to use the Common Area, for the Owner's violation or the violation by his or her family members, tenants, guests, residents or other invitees of any provision of this Declaration, the Bylaws or the rules of the Association, after notice and an opportunity for a hearing have been provided to the Owner;

(e) the right of the Board to suspend an Owner's right to use facilities or services, including utility services, provided directly through the Association for nonpayment of assessments which are more than sixty (60) days past due, to the extent that access to the Lot through the Common Areas is not precluded, and provided that such suspension shall not endanger the health, safety, or property of any Owner, tenant or occupant, if any, for any period during which any charge against such Owner's Lot remains delinquent for more than sixty (60) days, or as otherwise provided for by law, after notice and an opportunity for a hearing have been provided to the Owner pursuant to state law;

(f) the right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area pursuant to approval of a majority of the Members;

(g) the right of the Board to impose reasonable membership requirements and charge reasonable admission or other fees for the use of any recreational facility situated upon the Common Area;

(h) the right of the Board to permit nonmember use of any recreational facility situated on the Common Area upon payment of use fees established by the Board; and

(i) the right of the Association, acting through the Board, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements set forth in the Bylaws.

Section 2. Delegation of Use. Subject to the provisions of Section 1 hereof and the Bylaws, any Owner may delegate his or her right of use and enjoyment to the Common Areas to the members of his or her family, tenants, or contract purchasers, as applicable, subject to reasonable regulation by the Board and in accordance with procedures the Board may adopt. An Owner who leases his or her entire Lot shall be deemed to have delegated all of such rights to the Lot's tenant unless the Owner notifies the Board in writing that he or she has retained all or a portion of such rights. Either the Owner or the Person to whom the Owner is leasing the entire Lot, but not both, may enjoy the right of enjoyment of the Common Area and facilities thereon, provided, however, the transfer of the right of enjoyment to the tenant shall not disturb or interfere with the Owner's access to the Lot over the Common Area.

A tenant's violation of the Association's Declaration, Bylaws, rules and/or regulations shall constitute a default under the lease for which the Association, on behalf of the Owner, may seek any remedies available at law or equity, including the eviction of the tenant on behalf of and as agent for the Owner, after ten (10) days written notice to the Owner and his or her failure to evict said tenant or lessee. All Owners shall have the obligation to notify the Board of Directors in writing if their entire Lot is leased and the names of the lessees for such Lot. Notwithstanding the foregoing, this paragraph shall not be applicable to Class "C" Owners.

Section 3. Inspection and Acknowledgment. In consideration for being permitted to utilize any Common Area facility, including participation in an affiliated program, Owner for himself or herself and any personal representatives, heirs, and next of kin, and any tenant of the Lot, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into or onto the property of the Association or HHHunt Wescott, LLC for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgment that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the Owner finds and accepts the same as being safe and reasonably suited for the purpose of such observation, use or participation.

Section 4. Potential Common Area Features. Without the obligation to do so, the Declarant may construct certain recreational facilities on the Common Area, which may include a clubhouse and amphitheater, but in no event shall any improvements be added to the Common Area except those that are in substantial conformity with those approved by Chesterfield County on the conceptual plan for the Development. In the event such recreational facilities on the Common Area are constructed, all Owners shall automatically have the right to use such facilities and the Association shall collect all costs associated with the operation, maintenance, repair, replacement and insurance of such facilities which costs shall be deemed a Common Expense. Upon completion of any such facilities, the Association, in the sole discretion of the Board of Directors, may determine the rights of use in accordance with this Declaration. If constructed, it is highly probable that the recreational facilities will not be of a size to accommodate equal use by all Owners, therefore, any recreational facility shall be subject to the

adoption of user fees and shall be subject to reasonable rules and regulations adopted by the Board pertaining to use and access.

Section 5. Size and Extent of Facilities. Facilities, recreational or otherwise, if any, are an enhancement to the Development Property. The sizing and the extent of the facilities built by the Declarant is not such that the facilities could accommodate every member at any one time. As a result, there may be peak times that the facilities are overcrowded. The Declarant has no intention to install or construct tennis courts on the Properties.

Section 6. Parking. The Development is designed as a pedestrian community. As such, parking lots for facilities, if any, are not designed to accommodate the entire membership and there may be peak times during which the parking facilities are full.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner, as defined in Article I, Section 30 hereof, shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In the event a Lot is owned by more than one (1) Person, all such co-owners shall be entitled to the privileges of membership, subject to the restrictions on voting set forth in this Article and in the Bylaws, and all such co-owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder. The rights and privileges of membership may be exercised by a Member or the Member's spouse, life-partner, or resident of the Lot subject to the provisions of this Declaration and the Bylaws. The membership rights of a Lot owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association. The foregoing does not include persons or entities, which hold an interest merely as security for the performance of an obligation.

Section 2. Voting. The Association shall have three (3) classes of Membership, Class "A", Class "B" and Class "C", as follows:

Class "A". Class "A" Members shall be all Owners of a Townhome Lot with the exception of the Class "C" Member during the Class "C" Control Period. With the exception of the Class "C" Member during the Class "C" Control Period, Class "A" Members shall be entitled to one (1) equal vote for each Lot in which they hold the interest required for membership under Section 1 hereof; there shall be only one (1) vote per Lot.

Class "B". Class "B" Members shall be all Owners of a Condominium Lot with the exception of the Class "C" Member during the Class "C" Control Period. With the

exception of the Class "C" Member during the Class "C" Control Period, Class "B" Members shall be entitled to one (1) equal vote for each Unit in which they hold the interest required for membership under Section 1 hereof; there shall be only one (1) vote per Condominium Lot.

Class "C". The Class "C" Member shall be the Declarant and shall be entitled to four (4) votes for each Lot owned. The rights of the Class "C" Member are specified elsewhere in the Declaration and the Bylaws. The Class "C" Member shall be entitled to appoint the members of the Board of Directors during the Class "C" Control Period, as specified in the Bylaws. The Class "C" Membership shall convert to a Class "A" or Class "B" Membership upon termination or expiration of the Class "C" Control Period in relation to any Lots or condominium units then owned by Declarant. The Class "C" membership shall terminate and become a Class "A" or Class "B" membership on the first to occur of the following:

(1) when seventy-five percent (75%) of the total number of Lots and Units with respect to applicable zoning that may be developed on the Property, as described in Exhibit A, have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders;

(2) on December 31, 2039; or

(3) when the Class "C" Member, in his discretion, determines and voluntarily relinquishes such right in a written instrument executed by Declarant.

ARTICLE IV ASSOCIATION AS MASTER ASSOCIATION

Section 1. Function of Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon, and shall keep these areas in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and condition hereof and consistent with the Community-Wide Standard. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Property as the Board may adopt. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles of Incorporation and Virginia law.

Section 2. Board of Directors. The affairs of the Association shall be managed by its Board of Directors which shall elect the officers of the Association.

Section 3. Managing Agent. The Board of Directors may employ a professional Managing Agent for the Association at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, subject to the restrictions set forth in the Bylaws.

Section 4. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Property conveyed to it by the Declarant, regardless of the condition of the property at the time of conveyance.

Section 5. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions for violations of this Declaration, the Bylaws, or rules and regulations of the Association may include reasonable monetary charges and the suspension of the right to vote and/or the right to use any recreational facilities or parking areas on the Common Area. The Board also shall have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Declaration and Bylaws of the Association and as by applicable statute.

Section 6. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege or the proper administration of the Association.

Section 7. Representations of Seller or Seller's Agent. The provisions of the Declaration, Articles of Incorporation, Bylaws, recorded plats, proffers and Chesterfield County approved plans shall control if in conflict with any representations by a Seller of a Lot or his agent.

Section 8. Photo Consent. Attendance by an Owner at any Association function or Association sponsored event, including Membership, Board and Committee meetings, shall constitute implied consent for the likeness of an Owner, resident, guest, tenant and invitee to be photographed and used in any publication or website, including social media websites, of the Association or Declarant. Revocation of such consent requires written notice to the Association on an annual basis.

Lot Ownership includes consent granted to the Declarant and Association to:

- a. photograph or film the Lot and the dwelling on the Lot; and

b. include any such photograph or film on marketing or information websites or social media platform.

Section 9. Master-Sub. Some Lots may be part of a sub-association, such as a condominium association that would involve mandatory membership for the Owners of such Lots in the applicable condominium association as well as the Wescott Homeowners' Association, Inc., which is the "Master Association". The Association is permitted to enter into agreements with any sub-association pertaining to real property, assessments and other Association issues.

ARTICLE V COVENANT FOR ASSESSMENTS

Section 1. Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in this Article. Each Owner of a Lot, by acceptance of a deed or recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments as more specifically described in this Article.

In no event shall the Declarant or its successors and assigns be required to pay any assessments described herein.

All assessments, together with interest (at a rate equal to the greater of eight percent (8%) per annum, or the legal rate of interest as defined in Section 6.2-301 of the Code of Virginia, as the same may be amended from time to time), as computed from the date of delinquency first occurs, late charges, costs, costs of collection and reasonable attorneys' fees as levied by the Board, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made until paid. Each such assessment, together with interest, late charges, costs, costs of collection and reasonable attorneys' fees also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose, and, in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee, or purchaser who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

In the event an Owner becomes delinquent in any assessment owed to the Association, the Owner will be obligated for any reasonable costs for account set up by the managing agent related to the Association's collections activities, which shall be included in the "costs of collection" for the purposes of this Article.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors.

Section 2. Non-Payment and Remedies. The Board of Directors shall take such prompt action as may be necessary to collect any assessment for Common Expenses or Assessment Installment due which remains unpaid. If a payment for any assessment or Assessment Installment is not received by the fifth (5th) day of the month in which it is due then the Owner shall be deemed in default, the Owner's account shall be considered delinquent, and in addition to all other charges, including interest, costs and attorneys' fees, the Owner shall be charged a late fee in the amount of fifteen dollars (\$15.00) on the sixth (6th) day of that month. Delinquent accounts shall also accrue additional late fees for Assessment Installments which are not timely paid in the amount of fifteen dollars (\$15.00) on the first (1st) and fifteenth (15th) day of the months that follow, up to a maximum of sixty dollars (\$60.00) per Assessment Installment, until the account is no longer delinquent. An Owner's assessment account with the Association shall be considered delinquent if it does not have a zero dollar (\$0.00) balance after the fifth (5th) day of the month. Members with delinquent accounts may be restricted from use of the community amenities and Common Areas which the Board, in its sole discretion, determines.

If turned over to counsel, or a collection agency all costs and reasonable attorneys' fees actually incurred by the Association from the inception of counsel's or the agency's involvement with the account through resolution, if any, regardless of whether litigation has been initiated to enforce payment of the delinquent assessments, shall be added to the delinquent account. If payment in full of the amounts then due is not received by legal counsel or the Association within ten (10) days after the notice of legal action has been sent, a Memorandum of Lien may be filed against the Owner's Lot and may include: any and all applicable late fees, interest, costs, reasonable attorneys' fees actually incurred and accelerated assessment amounts through the end of the fiscal year. The attorneys' fees and costs secured by the Memorandum of Lien shall be separate and independent of any costs and attorneys' fees actually incurred by the Association in any effort by the Association taken personally against a delinquent Owner to enforce payment of any past due assessments. Non-receipt or lack of notice claimed by the delinquent Owner shall not prevent the Association from filing a lien within the statutory deadline. Upon default, the Association may, in its discretion, file a civil suit against the delinquent Owner, and the Association may initiate any available foreclosure remedy to enforce payment of the debt.

If an account remains delinquent after the filing of a lien or civil suit, legal counsel for the Association shall take other appropriate legal action to collect the amounts due unless directed otherwise by the Board of Directors. If the Association receives from any Owner, in any accounting year, two (2) or more checks returned for insufficient funds for payment of assessments or other charges, the Board may require all future payments to be made by certified check, cashier's check or money order for the remainder of the fiscal year. The Association is not restricted by any election of remedies and may simultaneously proceed with legal action against a delinquent Owner's property, including foreclosure, and the delinquent Owner

personally, as well as initiate any restrictions against an Owner as may be authorized by the Board in accordance with the Declaration and Bylaws.

Any payment that is received by legal counsel or the Association and which does not pay the Owner's account balance with the Association in full, shall be credited first to the oldest debt in each category described below until each category is paid in full, in the following order:

1) Charges for the actual costs, costs of collection and reasonable attorneys' fees incurred by the Association subsequent to the delinquent account being turned over to legal counsel for the prosecution of an action to enforce payment of the debt, regardless of the results of litigation or whether litigation has been initiated against the delinquent Owner;

2) all returned check charges;

3) all late fees;

4) interest;

5) unpaid installments of the annual assessments or special assessments which are not the subject matter of suit in the order of their coming due; and

6) unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due.

In the event of a delinquency by an Owner, the Board of Directors may reject any offer of partial payment and demand payment in full of all amounts owed to the Association. Any waiver by the Board granted specifically to any Owner's assessment account of any of the fees and costs established herein or in the Bylaws or any rule and regulation, shall be on a case by case basis, if at all, and in no way shall it constitute a waiver of the Board's authority to enforce payment of all amounts owed in accordance with this Declaration.

The Association shall be entitled to collect all fees and costs of collection, including reasonable attorneys' fees, and every Owner by accepting a deed to property in the Association, whether so expressed in the deed or not, covenants and agrees to pay the same. The obligation to pay assessments is a separate and independent covenant on the part of each Owner, and no Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association's Common Area, or services provided by the Association as a Common Expense, and facilities thereon, or abandonment of his or her Lot.

Section 3. Computation of the Budget. It shall be the duty of the Board, prior to the beginning of each fiscal year, which, unless otherwise determined by the Board of Directors in accordance with the Bylaws, is the calendar year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. Once a reserve study has been

performed in accordance with the Act the budget shall include a capital reserve amount establishing a reserve fund in accordance with a budget separately prepared, as provided in Section 6 of this Article. The budget may also include, at the Board's discretion, any amounts necessary to furnish all equipment, material, labor and other items necessary to provide waste and recycling collection or any other services for each Lot or on a community-wide basis.

(a) Calculation of the Base Assessment Rate. To determine the Base Assessment Rate, the Board shall first determine the estimated Common Expenses of the Association during the coming year. The Board shall then determine what portion of the budgeted Common Expenses for the upcoming year should be paid attributable to each Lot, and this amount shall be deemed the "Base Assessment Rate." The Base Assessment Rate to be levied against each Lot for the coming year shall be set at a level, established by the Board, which is reasonably expected to produce total income to the Association equal to the total budgeted Common Expenses, including reserves.

(b) Calculation of the Townhome Lot Assessment Rate. To determine the Townhome Lot Assessment Rate, the Board shall first determine the estimated expenses of the Association during the coming year specifically limited to the Townhome Lots, including maintenance, repair and replacement of the Common Area that abuts a Townhome Lot and Townhome Reserves, if any. The Board shall then determine what portion of the budgeted Townhome Lot expenses for the upcoming year should be paid attributable to each Lot, and this amount shall be deemed the "Townhome Lot Assessment Rate." The Townhome Lot Assessment Rate to be levied against each Townhome Lot for the coming year shall be set at a level, established by the Board, which is reasonably expected to produce total income to the Association equal to the total budgeted expenses for Townhome Lots in accordance with this Declaration, including reserves.

(c) Assessment Obligation For Condominium Lot. Notwithstanding the foregoing, with respect to Condominium Lots, the assessment obligation shall be in accordance with the following:

(i) until such time as a Certificate of Occupancy ("CO") has been issued by Chesterfield County for a Condominium building, the Owner of the property encompassing the building will pay one Base Assessment Rate for every twelve (12) Condominium Lots intended for such building; or

(ii) in the event the Condominium Lot is located in a condominium building for which a CO has been issued, the Owner of the Condominium shall be obligated to pay the Base Assessment Rate for such Lot.

(c) Notice of Budget and Common Expense. The Board shall cause a copy of the Common Expense budget and notice of the amount of the annual assessment to be levied against each Lot for the following year to be delivered to each Owner prior to the beginning of the fiscal

year. Such budget and assessment shall become effective unless disapproved at a meeting of the Association by the Members representing at least a majority of the total votes of the Class "A" and Class "B" votes in the Association and consent of the Class "C" Member if it exists, or by the Class "C" Member, if such exists by written notice to the Board within ten (10) days of notice of the Common Expense budget. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the membership as provided for special meetings in the Association's Bylaws, which petition must be presented to the Board within ten (10) days of delivery of the notice of assessments.

Notwithstanding the foregoing, however, in the event the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 4. Special Assessments.

(a) Entire Membership. The Board of Directors may levy Special Assessments from time to time pursuant to the Act. Special Assessments shall be levied against the entire membership in such manner as the Board determines equitable, which may include levying special assessments against the Lots in accordance with the assessment obligations established by Section 3(a) or 3(b) of this Article.

(b) Less Than All Members. The Board of Directors may levy a Special Assessment against any Member individually and against such Member's Lot to reimburse the Association for costs incurred in bringing a Member and his Lot into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, or the Association rules, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

Section 5. Lien for Assessment. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, unless otherwise provided for by the Act.

Prior to recording a memorandum of lien, a written notice shall be sent to the Owner by certified mail, at the Owner's last known address, informing the Owner that a memorandum of lien will be recorded in the Circuit Court Clerk's office of Chesterfield County, Virginia. This notice shall be sent at least ten (10) days before the actual filing date of the memorandum of lien. Such lien, when delinquent, may be enforced by suit, judgment, and/or judicial or nonjudicial foreclosure in accordance with Virginia law, as amended.

The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 6. Capital Reserve Amount. The Board of Directors shall prepare a reserve budget to take into account the number and nature of replacement assets, the expected life of each asset, and the expected repair or replacement. The Board may set the required capital reserve amount in an amount sufficient to permit meeting the projected need of the Association, as shown on the budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital reserve amount required, if any, may be fixed by the Board and included within and made a part of the budget and distributed with the applicable budget and notice of assessments, as provided in this Article.

Section 7. Date of Commencement of Assessments. The obligation to pay the assessments provided for herein shall commence upon the conveyance of a Lot by deed and is, therefore, not initiated by the recordation of such deed.

Section 8. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges and costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Lot and to any real estate taxes owed to Chesterfield County. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by Association chargeable to such Lot which became due prior to such acquisition of title.

Section 9. Capitalization of Association. The capital contributions for the Lots subject to this Declaration are as follows:

(a) For all Lots. Upon acquisition of record title to a Lot by the purchaser thereof other than the Declarant, the Owner shall contribute to the working capital of the Association an amount of Five Hundred Dollars (\$500.00) in 2019 with an annual escalator of two percent (2%) not to exceed One Thousand Dollars (\$1,000). This amount shall be in addition to, not in lieu of, the Base Assessment Rate levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the

Association's general operating fund and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws.

(b) For Townhome Lots. In addition to the capital contributions referenced in subsection (a) preceding, the capital contributions for the Townhome Lots subject to this Declaration shall be set forth in this Section. Upon acquisition of record title to a Townhome Lot by the purchaser thereof other than the Declarant or Builder, the Owner shall contribute to the working capital of the Association in 2019 in the amount of Five Hundred Dollars (\$500.00) with an annual escalator of two percent (2%) not to exceed One Thousand Dollars (\$1,000.00). This amount shall be in addition to, not in lieu of, the annual assessment and capital contribution assessment for all Lots levied on the Townhome Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the Association's general operating fund and disbursed therefrom to the Association to solely be used to fund Townhome Expenses and Townhome Reserves pursuant to the terms of this Declaration and the Bylaws.

Section 10. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Annual Assessments, Special Assessments and assessments for Capital Reserve Budget:

- (a) all Common Area;
- (b) all Property dedicated to and accepted by any governmental authority or public utility, including without limitation, public schools, public streets, and public parks, if any; and
- (c) all Property owned by the Declarant or any successor Declarant.

Section 11. Advancements and Borrowing During Declarant Control. For so long as the Declarant has the authority to appoint the directors of the Board of Directors of the Association, Declarant may: (i) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of the Declarant; or (ii) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local area of the Properties. The Declarant in its sole discretion may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Area or any of the improvements maintained by the Association shall be given in connection with such loan.

Section 12. Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board of Directors at least seven (7) days prior written notice of the name and address of the purchaser or transferee,

the date of such transfer of title, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of assessments, notwithstanding the transfer of title to the Lot.

Section 13. Violation or Other Charges. In addition to the aforementioned assessments, the Board of Directors has the authority to adopt reasonable rules and regulations as may be permitted by, and so as to comply with, applicable statute, including a rule permitting the Association to levy and assess any violation or other charges established by the Act or any other applicable statute.

ARTICLE VI MAINTENANCE

Section 1. Association Responsibility Not Related to the Exterior of Homes Located On The Townhome Lots. The Association shall maintain and keep in good repair (unless necessitated by the negligence, misuse or neglect of an Owner, in which case such cost shall be charged to such Owner) all of the following, the cost of which shall be charged to all Owners as a Common Expense: (a) all Common Areas, including, private roads, alleys, parking areas, buffer areas, entrance features, and sidewalks; (b) with respect to the Townhome Lots only, the Front Yard, Side Yard and Rear Yard, including mowing and irrigation as reasonably necessary and reseeding annually, including the original trees and shrubs in the Front Yards, but not including other landscaping, located on Lots; (c) landscaping on any public utility easement within the Property (subject to the terms of any easement agreement relating thereto) and Common Area entrance areas; (d) with respect to the Townhome Lots only: (i) irrigation systems; (ii) lighting for parking lots and entrance areas (but not individual post lamps located on the Lots, if any); (iii) mail box kiosks; and (e) such portions of any additional property as may be dictated by this Declaration or by a contract or agreement for maintenance thereof by the Association.

Notwithstanding the foregoing, the Association shall have no maintenance, repair or replacement responsibility for any private roads, alleys, parking areas, or any improvements located within, that are part of any Condominium Regime that is subject to the Declaration.

Section 2. Association Responsibility Related to the Exterior of Homes Located On The Townhome Lots only. Unless necessitated by the negligence, misuse or neglect of an Owner, tenant, family member, guest or invitee, in which case such cost shall be charged to such Owner, the Association shall be responsible for the exterior of the homes located on the Townhome Lot, the cost of which shall be charged to all Townhome Owners as a Common Expense, in accordance with, and limited to, the following: a) the Association shall be responsible for the maintenance, repair and the replacement of the roof shingles, roofing paper, and flashing and

gutters, with gutters to be cleaned annually as determined by the Board; b) the Association shall be responsible for the maintenance, repair, replacement, and painting of the siding, and such siding may be vinyl, cornice, shutters and building trim, but shall not be responsible for the maintenance, repair or replacement of windows (including window frames and sills) or doors (including door frames and thresholds); and c) the Association shall be responsible for the maintenance, repair and replacement of the brick and stone on the exterior of Townhome Lots. Commencing three (3) years after initial construction of the townhome, at the discretion of the Board, the Association shall power wash the exterior of the Townhome Lots every two (2) years at a minimum.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

There are hereby reserved to the Association blanket easements over the Property as necessary to enable the Association to fulfill responsibilities under this Section. The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own, except to the extent that it has been negligent in the performance of its maintenance responsibilities.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of Common Area and those portions of the Lots as described in this section shall be a Common Expense to be allocated among all Lots, subject to the right of the Association to seek reimbursement from other persons for certain portions of the Common Area pursuant to this Declaration or other agreements. In the event the need for maintenance or repair to be provided by the Association is caused through the willful or negligent act or omission of an Owner, his family, guests, tenants or invitees, the costs of such maintenance or repair shall be charged to the Owner as an assessment and such charge shall be upon the land in addition to the annual and any special assessments.

Section 3. Association not responsible for Condominium or Condominium Lots. The Association shall have no responsibility for the maintenance, repair and replacement of any portion of any condominium, including private roads, alleys, parking areas, or any improvements located within, the interior and exterior of any condominium unit, including parking, sidewalks, lighting, mail kiosks or landscaping.

Section 4. Owner's Responsibility. Unless identified in Sections 1 and 2 of this Article as the Association's responsibility, each Owner, or separate sub-association or Condominium Regime as applicable, shall be responsible for the maintenance, repair and replacement, at his or her own expense, of all portions of the Lot, including all portions of the homes located on the Lot including anything that is installed, erected, constructed or placed on a Lot, irrespective of any required approval established by this Declaration. Each Owner shall promptly report to the Board or Managing Agent in writing any defect or need for repairs for which the Association is

responsible as set forth in Sections 1 and 2 hereof. Failure to do so in a prompt and timely manner may result in the cost of the maintenance being charged to the Owner, which charge may be treated as an assessment against such owner's Lot for the purpose of the Act regarding liens. Such charges also shall be the personal obligation of the Owner. All maintenance required by this section shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants.

Section 5. Declarant's Right to Conduct Grading of Townhome Lots. The Declarant shall have the absolute right to change the grades (including the addition or deletion of dirt) on any Townhome Lot after conveyance of said Townhome Lot, or after a Townhome Lot has been placed under contract to a purchaser, to accommodate grading of any vacant Townhome Lot owned by the Declarant or a Builder. This would allow the Declarant to install turnarounds and/or proper drainage on said adjacent Townhome Lot owned by the Declarant or a Builder. It is the intention of this reservation that the Declarant shall have the right to alter grades on conveyed Lots to facilitate construction of homes.

Section 6. Sidewalks. Notwithstanding the foregoing and excluding any condominium common element in the Properties, the Association, as a Common Expense, shall maintain, repair and replace the sidewalks, but not the Walkways, located throughout the Development, irrespective of whether any portion thereof is located on a Lot. The Declarant and the Association shall have an easement of access on all Lots, if necessary, related to the maintenance, repair and replacement of the sidewalks as described herein. The Association shall not be responsible for clearing the sidewalks or Walkways of ice and snow and Owners shall have the obligation to clear the portion of the sidewalk that is in the front of their Lot, and the Walkway serving their resident of ice and snow in a reasonable manner. Owners shall be responsible for maintenance, repair and replacement for any other Walkway or sidewalk located on their Lot.

Section 7. BMPs and Fountains. The construction of ponds or wet BMP's (best management practices storm water retention ponds) is anticipated in the Properties. These areas may contain standing water and natural landscaping, such as cattails, etc. In the event these structures are installed the Association shall maintain their function and shall maintain and preserve their aesthetics as a Common Expense, which includes the right to preserve them in their natural condition. The Declarant or Association shall not be liable for any reasonable noise or wildlife related to the stormwater management facilities or the normal operation of any decorative or water quality related fountain or similar device.

Section 8. Entrance Area. The Declarant reserves the right to include "By HHHunt" on any entrance sign for the Property and any such sign may not be removed or changed at any time, regardless of the expiration of the Class "C" Control Period, without the express written consent of the Declarant, its successors or assigns. This Section may not be amended in accordance with this Declaration without the express written consent of the Declarant, its successors or assigns and this provision survives termination of the Class "C" Control Period.

The Association shall have the obligation for maintenance, repair and replacement of the entrance area, which may include lighting, landscaping and irrigation.

Section 9. Dead End or Stub Roads. The Declarant, its successors or assigns, shall have the right to extend any dead end or stub roads located in the Properties.

Section 10. Buffer. The Association shall have obligation to maintain any buffer areas in a manner consistent with the Proffers. Owners are prohibited from altering the Buffer areas in any fashion without the express written consent of the Board.

Section 11. Parking. The Common Area parking areas, if any, shall be subject to the rules and regulations adopted by the Board, which may include the assignment of parking spaces to Owners, or designated for visitors and guests within the discretion of the Board. In addition, the Board shall have the authority to initiate towing for parking violations in accordance with the Declaration, Bylaws, duly adopted Rules and Regulations and applicable statute.

Section 12. Wildlife. The Declarant and the Association shall have no obligation to control, remove or prevent the existence of wildlife in the Properties, including but not limited to, water fowl, mosquitos, ants, termites, reptiles, beavers or deer.

Section 13. Play Structures. Notwithstanding Article VI, Section 2 herein, the Association shall not be responsible for any maintenance, repair, replacement, including mowing, seeding or landscaping, of any portion of a Lot beneath, or in close proximity to, an approved play structure located in a yard on a Lot, including any trampoline or swing set.

Section 14. Security Cameras, Solar Collection Devices and Satellite Dishes. In the event a Lot Owner is granted permission to install a security camera, solar collection device or satellite dish on the exterior of the dwelling, the Lot Owner shall be responsible for all costs related to the maintenance, repair and replacement of any such camera, solar collection device and satellite dish and any portion of the exterior affected by its installation and location.

ARTICLE VII INSURANCE

Section 1. Liability Insurance. The Association shall maintain a policy or policies of liability insurance, insuring the Association and its agents, guests, permittees, and invitees and the Owners of the Lots against liability to the public or to the Owners, their guests, permittees or invitees incident to the ownership or use of the Common Area, in an amount not less than a combined single limit per occurrence (bodily injury and/or property damage) of One Million Dollars (\$1,000,000) and a Five Hundred Thousand Dollar (\$500,000) aggregate limit (maximum limit for the policy period), unless the cost of the premiums for such coverages are

unreasonably high for the Association to bear, as determined by the Board of Directors in its discretion.

Section 2. Physical Damage Insurance. The Association shall maintain a policy or policies of blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Area. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard

Section 3. Other Insurance. In addition to the other insurance required by this Section, the Association may obtain, as necessary: workers' compensation insurance, if and to the extent required by law; directors' and officers' liability coverage, if reasonably available; a fidelity bond or bonds on directors, officers, employees and other Persons handling or responsible for the Association's funds; and flood insurance, if reasonably available, if required.

Section 4. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall provide with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty and in full compliance with the Proffers, allowing for any changes or improvements necessitated by change in applicable building codes.

(b) Any damage or destruction to the Common Areas shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total Class "A" votes of the Association, decide within sixty (60) days after the casualty not to repair or reconstruct. The Declarant's consent for such action during the Declarant Control Period will be required.

If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to any Common Area shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then the affected portion of the Property shall be

cleared of all debris and ruins and maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Section 5. Board as Agent. The Board is hereby irrevocably appointed as the agent for each Owner of a Lot and for each Mortgagee of a Lot to adjust all claims arising under any insurance policy or policies purchased by the Board, provided, however, that no adjustment shall be deemed binding until concurred in by any Mortgagee affected thereby.

Section 6. Insurance Trustee. The Board may from time to time designate as an insurance trustee, a bank, trust company, savings and loan association, insurance company, or any financial institution to discharge the duties and responsibilities of the Board and the Association relating to insurance proceeds. The Board shall pay the fees and disbursements of any insurance trustee and such fees and disbursements shall constitute a Common Expense of the Owners to be included as part of the annual assessment provided herein.

Section 7. Repair and Reconstruction. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors may, without the necessity of a vote of the Members, levy a special assessment against those Owners of Lots responsible for the premiums for the applicable insurance coverage under Section 1 of this Article. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 8. Individual Owner Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket "all-risk" property insurance on the Lot(s) and structures constructed thereon meeting the same requirements as set forth in Section 2 of this Article VII for insurance on the Common Area.

Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his Lot, the Board may impose requirements regarding the standards for rebuilding or reconstructing structures on the Lot and on the standard for returning the Lots to their natural state. In the event the structures are not rebuilt or reconstructed then the affected portion of the Properties shall be cleared of all debris and ruins and maintained by Owner as applicable, in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

ARTICLE VIII PARTY WALLS AND FENCES

Section 1. General Rules of Law to Apply. Each wall and fence, which is built as a part of the original construction of the homes upon the Property and placed on the dividing line between the Lots, shall constitute a party wall or party fence, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and party fences and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared by the Owners who make use of the wall or fence in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with Section 6 of this Article.

Section 3. Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence may restore it, and if the other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Owner's Lot and shall pass to such Owner's successors in title.

Section 6. Arbitration. Upon any dispute arising concerning a party wall or party fence, or under the provisions of this Article, the parties may choose to resolve such dispute through binding arbitration. In such case, the Board of Directors shall act as the arbitrator. However, if the parties object to the Board of Directors acting as the arbitrator, then each party shall choose one arbitrator, and each arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. If the parties fail to use the Board of Directors as the arbitrator, the fees of the arbitrators used shall be borne by the parties, and the arbitrators may elect to award the prevailing party the right to contribution for such fees from the non-prevailing party.

ARTICLE IX EASEMENTS

The following easements apply to the Property subject to this Declaration:

Section 1. Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to perform maintenance pursuant to Article VI hereof, and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws, any Supplemental Declaration and the rules of the Association; provided nothing herein shall authorize any person to enter any dwelling or other structure constructed on a Lot without permission of the Owner unless reasonably believed to be necessary to avoid an imminent threat of personal injury or personal damage. This right may be exercised by the Association's Board of Directors, any agent or employee of the Association acting with the authorization of the Board of Directors, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

Section 2. Reservation by Declarant. Declarant reserves unto itself, its successors and assigns, a perpetual easement and right of way on, over, along and under the streets and roads of the Property and over the easement areas designated in this Declaration to install, maintain and use underground electric, cable television and telephone wires, cables, conduits, drainage ways, sewers, water mains and other equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, road construction, signage, drainage or other public conveniences or utilities as may be necessary or desirable to serve the Property being developed by Declarant. These easements and rights expressly include the right to cut any trees, bushes or shrubbery or to take any other action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

Section 3. Adjoining Areas. Each Lot and its Owner are hereby declared to have an easement and the same is hereby granted by the Declarant over all adjoining Lots and Common Areas, as the case may be, for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause, providing such encroachments do not exceed one foot or touch any building or interfere with the use of any improvements on the servient property. There shall be valid easements for the maintenance of such encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if the encroachment occurred due to the willful misconduct of the Owner or Owners.

Section 4. Hedges and Fences. Each Lot and its Owner is hereby declared to have an easement and the same is hereby granted by the Declarant, for encroachments on adjoining Lots or Common Area, as the case may be, due to hedges or fences belonging to such Lot, to the extent such hedge or fence encroaches on adjoining Lots or Common Area.

Section 5. Ingress and Egress on Roads. Any roads owned and maintained by the Association as Common Area shall be subject to an easement for reasonable ingress and egress

by Owners subject to this Declaration; by agents of the Association and the Declarant; and for visitors, guests, invitees, or family members of any of the above. Use of private roads may be reasonably regulated by the Association through reasonable rules and regulations adopted by the Board.

Section 6. Mail Kiosk. With respect to any mail kiosk located in the Properties, the Declarant and Association are not responsible for any assigning, changing, accessing boxes located within the mail kiosk or the replacement of any lost keys.

Section 7. Easements

A. Easements Created. Declarant does hereby declare, reserve, create and impose upon the Property and each and every parcel thereof, for the benefit of the Declarant, every Owner, and the Association, its respective successors and assigns, tenants, employees and invitees, and for the benefit of any lender which now or hereafter holds a deed of trust encumbering any interest in a Parcel, subject to the reservations hereinafter set forth the following:

1. Open Space Easements. A non-exclusive, perpetual open space easement over, through and across all "Open Space Easement Areas". The Open Space Easement Areas shall be held available for agricultural, forestal, recreation and other uses compatible with protecting and enhancing the existing natural resources and maintaining and/or enhancing air and water quality. Specifically, without limitation, the Open Space Easement Areas may be utilized and maintained to serve as storm water recharge features (such as level spreaders) to satisfy water quantity and quality requirements imposed on the Property. All such Open Space Easement Areas may be used only for their intended purpose and if such Open Space Easement Areas are damaged by any Owner or its invitee, lessee, licensee, contractor or agent, such damaging Owner, or their respective successor or assign as the case may be, shall be responsible for the immediate repair of any such damage, or if repaired by Declarant or another Owner, then such damaging Owner shall reimburse the repairing Owner the reasonable cost and expense of repair of any such damage.

2. No Barriers or Obstructions. Except as necessary to implement a community or any individual security system, no barriers, fences or other hindrances to the free and unrestricted movement within the Open Space Easement Areas shall be erected or maintained, unless reasonably required for the operation, safety and maintenance of the Property or as required to comply with applicable governmental laws and regulations.

3. Common Area Easements. A non-exclusive, perpetual easement over, through and across all "Common Area Easements" as may be set forth on any Plat, including any sidewalk located therein for the purpose of its construction, maintenance and use along with other potential Common Area uses.

B. Reserved Rights. Declarant does hereby reserve, declare, reserve, create and impose the following exclusive, perpetual reservations and easements, subject to the reservations hereinafter set forth for the following:

1. Temporary Construction Access. Temporary, non-exclusive construction access over and across the Open Space Easement Areas for ingress and egress is hereby reserved as may be needed from time to time, subject to the reasonable rules of Declarant to mitigate and protect such areas, and further provided that such usage does not materially damage or change the open space characteristics of such land and is done to minimize the interference to the affected portions of the Property. Such Construction Access shall be temporary and shall automatically terminate upon completion of required construction and completion of any mitigation activities, normal wear and tear excepted.

2. Utility Easements. Declarant does hereby reserve, grant, convey and create the following non-exclusive utility easements and adopt the procedures for Utility Systems installed in or crossing through the Open Space Easement Areas. "Utility Systems" shall including, without limitation, public water for fire protection and domestic use, storm and sanitary sewer, telephone, cable and internet service, electricity, gas, if and when available, as well as private utility systems servicing the Property or part thereof, subject to reasonable rules of Declarant.

C. General Provisions.

1. Unless otherwise canceled or terminated, all of the easements granted in this Declaration shall continue in perpetuity.

2. The easements, restrictions, benefits and obligations contained in this Declaration shall operate as covenants on the Property, shall create mutual benefits and servitudes running with the Property, and shall inure to the benefit of and a burden upon all grantees of said land, their successors and assigns, and shall apply to any and all parcels of the Property created by further subdivision of the Property. Every Person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property, including any lease thereof, is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained in this Article, whether or not any reference to this Declaration is contained in the instrument by which such Person acquired an interest in the Property. The singular number includes the plural and the masculine gender includes the feminine and neuter. The rights, obligation and easements described herein shall not merge into the interest of any Owner, even if such remainder and such interest are at any time vested in or held by the same person or entity, but this Declaration shall nonetheless remain in full force and effect in accordance with its terms notwithstanding such vesting or holding.

3. In the event of any violation or breach of this Article by any Owner or any of their respective authorized agents, employees, contractors, lessees, sub-lessees or invitees

that is not promptly cured after written notice, Declarant and its successors and assigns shall, after seven (7) days written notice to the breaching Owner, have the right to cure such breach and receive payment for its costs to cure from the breaching Owner, or proceed at law or in equity to compel a compliance with terms hereof, or to prevent the violation or breach in any event. For purposes of this notice provision, “promptly” shall mean that the cure is completed within seven (7) calendar days, or if such cure cannot be completed within seven (7) calendar days, the cure is commenced within such time period, the breach is addressed and the completion of such breach is diligently pursued to completion. The failure to enforce any rights, reservations, restrictions or conditions contained in this Section, regardless of how long such failure shall continue, shall not constitute a waiver of or bar to such right to enforce.

D. Ingress and Egress on Roads.

1. Any Roads owned and maintained by the Association as Common Area shall be subject to an easement for reasonable ingress and egress by Owners subject to this Declaration; by agents of the Association and the Declarant; and for visitors, guests, invitees, or family members of any of the above. Use of Roads owned or maintained by the Association may be reasonably regulated by the Association through reasonable rules and regulations adopted by the Board.

2. Developer shall be responsible for installing all Roads in the Subdivision in accordance with Chesterfield County standards and specifications so as to meet all requirements for release of the Bonds. Following construction of all or any part of the Roads, Developer shall obtain written certification from a third-party Geotechnical Engineer that the Roads have been constructed in accordance with such standards and specifications (the “Engineer Certification”) and shall provide a copy of the Engineer Certification to the Association.

3. Following receipt of an Engineer Certification, the Association shall be solely responsible for all future maintenance, repair, and replacement of the portion of the Roads that is the subject of such Engineer Certification (the “Completed Roads”); provided, however, Developer shall warrant the Completed Roads against any structural defects for one year from the date the Engineer Certification is completed and provided to the Association.

4. Until all of Declarant’s Bonds are released, Association shall be responsible for such maintenance, repairs, and replacement of the Completed Roads as may be necessary to keep them in good repair (including, without limitation, striping, patching, sealing, repaving, and removal of ice, snow, and debris) and in a condition that would not hinder the release of Declarant’s Bonds (the “Required Maintenance”). In the event that the Required Maintenance is not performed by the Association, Declarant may provide written notice to Association of the need for the Required Maintenance of all or a portion of the Completed Roads. In the event that the Association fails to perform the Required Maintenance within ninety (90) from the date of written notice from the Declarant, Declarant may perform the

Required Maintenance and charge the cost thereof to the Association. Association shall pay such costs within ninety (90) days of a written demand by the Declarant.

5. Any suit to enforce this Agreement shall be brought in Chesterfield County. The prevailing party in any such suit shall be entitled to recover its attorney's fees and costs from the non-prevailing party.

6. The provisions of this Section shall automatically terminate once all of Declarant's Bonds for Roads in the Subdivision have been released by Chesterfield County; provided, however, termination of this Section shall not relieve the Association of its responsibility to maintain the Roads as Common Area pursuant to the Declaration.

ARTICLE X ARCHITECTURAL STANDARDS

No Lot Owner, or resident shall take any action to alter, modify or improve the Common Area in any fashion without the express written consent of the Declarant or the Association.

No structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained pursuant to Sections 1 and 2 below. This Article, however, shall not apply to the activities of the Declarant, nor to construction or improvements or modifications to the Common Area by or on behalf of the Association by the Declarant. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of an architect or building designer.

Section 1. Wescott Architectural Review Committee or "WARC" shall consist of at least two (2), but not more than five (5) persons and shall have exclusive jurisdiction over all original construction on any portion of the Properties and, until such time as a Modifications Committee has been established, exclusive jurisdiction over any modification, alteration, addition or improvement on a Lot. The members of the WARC may include builders, architects, engineers and other persons not members of the Association. The Declarant retains the right to appoint all members of the WARC, who shall serve at the discretion of the Declarant until such time as the Declarant surrenders this right, but in no instance shall this occur prior to the point when 100% of the land subjected to this Declaration or subject to annexation to this Declaration has been developed.

There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by the Declarant. Upon the expiration of such right, the authority, rights, duties and obligations of the WARC shall transfer to the MC, and the WARC shall cease to exist. All appeals shall be as determined in the Design Standards as promulgated by the WARC.

The WARC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines governing construction within the Properties, which shall include application and review procedures to be followed in submitting an application for approval hereunder ("Design Standards"). The WARC shall have sole and full authority to modify and to amend the Design Standards from time to time without the consent of any Owner. In the event that the WARC fails to approve or disapprove plans submitted to it by Owners, Builders and developers, or to request additional information reasonably required, within sixty (60) days after submission thereof, the plans shall be deemed approved. The Design Standards and any modification or amendment thereof shall be in conformance with the Conceptual Plan, Proffers and Chesterfield County Zoning Ordinances.

Section 2. Modifications Committee. The Board of Directors may establish a Modifications Committee ("MC") to consist of at least two (2) and not more than five (5) persons, all of whom shall be appointed by, and shall serve at the direction of, the Board of Directors. The MC, if established, shall have exclusive jurisdiction, as may be further detailed in the Design Standards, subject to any appeal in accordance with the Design Standards, over modifications, additions, or alterations made on or to existing Lots or structures containing Lots and the open space, if any, appurtenant thereto. The WARC shall have the right to veto any action taken by the MC which the WARC determines, in its sole discretion, to be inconsistent with the Design Standards promulgated by the WARC. The MC shall have the obligation to provide copies of the minutes of its meetings to the WARC for so long as the WARC is comprised of a majority of members appointed by the Declarant, its successors or assigns.

Section 3. No Waiver of Future Approvals. The approval of either the WARC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 5. Variance. On a case by case basis, the WARC, in its discretion, may authorize a variance from compliance with any of its Design Standards and procedures when unique circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Upon appeal, the Declarant may authorize a variance

subject to these same conditions. The MC or Board of Directors cannot issue a variance unless specifically detailed in the Design Standards or unless the WARC has transferred its rights to the MC, as outlined in Section 1 of this Article.

Section 6. Compliance With Standards. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Design Standards and procedures promulgated by the WARC or MC may be excluded by the Board from the Properties without liability to any person, subject to the notice and hearing procedures contained in the Bylaws.

Section 7. No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and neither the WARC nor the MC shall bear any responsibility for ensuring the structural integrity or soundness of approval construction or modifications, nor for ensuring compliance with building codes and other ornamental requirements. Declarant, the Association, the Board of Directors, any committee, or member of any of the foregoing shall not be held liable for any injury, damages or loss arising out of the manner or quality of approval construction on or modifications to any Lot.

ARTICLE XI USE RESTRICTIONS

The Properties shall be used only for the purposes permitted by the applicable zoning (which may include, without limitation, offices for any property manager retained by the Association or business or sales offices for the Declarant, a Builder or the Association) and as may more particularly be set forth in the Declaration and amendments hereto.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards. Such regulations and use restrictions shall be binding upon all Owners, occupants, invitees and licensees, if any, until and unless overruled, canceled or modified in a regular or special meeting of the Association by a vote representing a majority of the total votes of the combined Class "A" and Class "B" votes in the Association and by the Class "C" Member, so long as such membership shall exist.

Section 1. Signs. A single "for sale" sign shall be permitted on any Lot being offered for sale, provided it does not exceed two (2) feet by three (3) feet in size and does not stand higher than five (5) feet from the ground. No other signs of any kind shall be erected within the Properties, including the Common Areas, including any Lot if visible from outside the Lot, without the written consent of the Association, WARC or MC as outlined in the Design Standards, except entry, marketing, Lot identification and directional signs installed by Declarant

or the Association. One (1) political support sign for elections of offices in Chesterfield County, Virginia or the United States of America may be displayed no earlier than thirty (30) days prior to the date of the election and must be removed within forty-eight (48) hours of election day. Real estate signs must also comply with the size requirements of this Section.

Section 2. Parking and Prohibited Vehicles.

(a) Parking. Vehicles owned, leased or operated by an Owner or an occupant or his tenant, guest, family member or other invitee shall be parked only in the garage or driveway serving the Lot, or in such other paved areas as have been designated by the Board of Directors for parking vehicles. Parking shall be permitted on public streets only in accordance with all state and county laws and ordinances. Blocking a sidewalk with any vehicle shall be prohibited at all times.

(b) Prohibited Vehicles. Vehicles licensed as commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other water craft, and boat trailers shall be parked only in enclosed garages. Stored vehicles which are either obviously inoperable or do not have current operating licenses, license plates or permits, shall not be permitted on the Properties except within enclosed garages.

(c) Loading and Unloading Exception. Notwithstanding the foregoing, recreational vehicles, trailers and boats may be temporarily parked in a driveway so as to accommodate reasonable loading and unloading activities, but in no instance for more than twenty-four (24) contiguous hours.

(d) Portable Storage Units and Dumpsters. Portable storage units, refuse dumpsters, or similar types of containers solely connected with moving into or out of the Lot, or with any renovation, alteration or improvement to the Lot, may be placed in a driveway for a maximum of ten (10) days.

Section 3. Occupants Bound. All provisions of the Declaration, Bylaws, any applicable Supplemental Declaration, and rules and regulations promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of any Lot. Every Owner shall cause all Occupants of his or her Lot to comply with the Declaration, Bylaws, any applicable Supplemental Declaration, and all rules and regulations of the Association. Every Owner shall be responsible for all violations and losses to the Common Areas caused by such Occupants, notwithstanding the fact that such Occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto.

Section 4. Animals and Pets. No livestock, beehives, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, chickens (no roosters), goats and pot-bellied pigs or other usual and common household pets may be permitted

on a Lot. All pet animals must be secured by a leash or lead and under the control of a responsible person and obedient to that person's command at any time they are permitted outside a residence on the Lot property or Common Area. Each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees and invitees and to the Association, for any and all damage to person or property caused by any such pet brought upon or kept on the Properties by such Owner or Occupant. Each Owner or Occupant keeping pets on his or her Lot will comply with all requirements of law applicable to such animal. The Board of Directors shall have the power to adopt, publish, amend and enforce rules and regulations governing the keeping of pets by Members of the Association and Occupants and to establish penalties for the infraction thereof. All Lot Owners and Occupants shall also comply with all provisions of the Chesterfield County Code with respect to animals and pets on their Lot.

Section 5. Unsightly or Unkept Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her Lot. The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. The determination of any violation of this Section shall be in the sole discretion of the Board, which shall have the authority to adopt reasonable, rules, regulations or policies interpreting this Section.

Section 6. Satellite Antennas. No satellite dishes in excess of one (1) meter in diameter shall be allowed on any Lot property. The design and the location of all satellite dishes of one (1) meter in diameter or less intended to be placed in the Properties must be submitted to the WARC or MC for review. To the extent it is reasonable, the preferred location and installation site for satellite dishes which are one meter or less in diameter shall be only in the rear of a dwelling or in the rear portion of the Lot. If such preferred locations preclude an acceptable quality of reception on any Lot, then the Owner shall notify the Association in writing, of such concern. Such notification shall include the appropriate documentation related to preclusion of reception and designate other sites on the Lot upon which the Owner wishes to locate and install the satellite dish. Satellite dishes which are one (1) meter or less in diameter should be reasonably screened from view from any other Lot or Common Area and should be painted in a fashion that will not interfere with reception so that it blends into the background against which it is mounted. The Association may further regulate satellite dishes of one (1) meter in diameter or less and antennas. Lot Owner shall be responsible for any and all maintenance, repair and replacement of any satellite dish or antenna installed on the Lot and any costs to the Association related to its installation and existence.

Section 7. Subdivision of Lot and Time Sharing. During the Class "C" Control Period, no Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Declarant. After the Class "C" Control Period, no Lot shall be subdivided or its boundary lines changed except with the prior written approval the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replat or resubdivide any Lot or Lots

owned by Declarant, at any time. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

No Lot shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years, except that the Declarant hereby reserves the right for itself and its assigns to operate such a program with respect to Lots which it owns.

Section 8. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No Person other than Declarant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. The Association has no responsibility for grading or surface drainage issues on any Lot.

Section 9. Wetlands, Rivers, Water Bodies and Protected Areas. No use of the wetlands, rivers, ponds, streams, or other bodies of water within the Property, if any, shall be permitted without the prior approval of Board of Directors subject to the Declaration; provided, if any such use is permitted, it shall be subject to the Declarant's and Association's superior use rights as provided below and to all rules and regulations that may be promulgated by the Board of Directors.

The Declarant and the Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of bodies of water within or adjacent to the Properties. No docks, piers, or other structure shall be constructed on or over any body of water within the Properties, except such as may be constructed by the Declarant or the Association.

Notwithstanding the foregoing, the Association, and the Declarant (for so long as the Declarant owns property that is or may be subjected to this Declaration), may use and regulate the use of bodies of water within the Common Area for the irrigation of the Common Area, or for any other purpose deemed appropriate by the Board or the Declarant, subject to the terms of any easement agreement affecting such use. The Declarant's rights under this Section shall be superior to any rights of the Association.

If wetlands or wetland buffers exist on a Lot, as more specifically described on a recorded plat, the Owner may not install structures of any kind, including but not limited to, fences, play structures and sheds, within this area. No clearing, grubbing or redistribution of material within the preserved wetland area is permitted. Any violation related to wetlands is the sole responsibility of the Lot Owner. Should the Army Corps of Engineers change its practice or requirements in this regard, the Board of Directors may unilaterally amend this portion of the Declaration to reflect the change.

Section 10. Business Use. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve visitation of the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Properties, any of which in a manner that is detrimental to the residential characteristics of the immediate neighboring community as may be determined in the sole discretion of the Board of Directors; and (d) the business activity is consistent with the residential character of the portions of the Properties containing Lots and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may reasonably be determined in the sole discretion of the Board.

Section 11. Leasing of a Lot.

(a) Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or compensation of any sort, including any AirBnb, or similar rental or leasing arrangement. Leasing of any portion of a Lot other than the entire Lot shall only be permitted in the event an Owner of the Lot utilizes the Lot as his primary residence.

(b) Leasing Provision.

(i) General. All leases shall be in writing and shall be for an initial term of no less than three (3) months, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee current copies of the Declaration, Bylaws, and the rules and regulations available from the Board for a reasonable fee. The Board may adopt reasonable rules regulating leasing and subleasing.

(ii) Compliance with Declaration, Bylaws and Rules and Regulations. Every Owner, tenant, guest and invitee shall comply with the Declaration, Bylaws, any applicable Supplemental Declaration, and the rules and regulations adopted pursuant to the foregoing, and shall be responsible for all violations and losses to the Common Areas caused by such Occupants, notwithstanding the fact that such Occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant to the foregoing.

(c) Notice of Lease and Non-Resident Owner. Owners shall provide the Association with written notice of any and all tenants occupying the Lot as their primary

residence. In the event an Owner is a non-resident of the Properties, he shall provide the Association with written notice of his forwarding address. Absent written notification of any change in residential address, the Association may use the Lot address for any and all notice to that Owner that may be required by statute, the Articles of Incorporation, Declaration or Bylaws.

Section 12. Tree Preservation. Existing trees of five inch (5") caliper or greater on the Lot shall not be removed with the exception of: a) dead or diseased trees or parts thereof; b) with the permission of the Declarant or Association; or c) the removal of trees necessary for the construction of improvements, driveways, drain fields or drainage facilities.

Section 13. Solar Panels. Solar panels or solar collection devices of any sort are prohibited on a Lot without the approval of the WARC or MC and the express written consent of the Board of Directors. Under no circumstances, shall solar panels or solar collections devices be constructed, installed or placed on the Front, Side or Rear Yards of any Lot.

ARTICLE XII MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgage on Lots in the Properties. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein, and to any Supplemental Declarations hereto.

Section 1. Notices of Action. An institutional holder, insurer or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the street address of the Lot to which its Mortgage relates, therefore becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed on a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Declaration, or Bylaws relating to such Lot or the Owner or occupant thereof which is not cured within sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

Section 2. Actions Requiring Approval of Eligible Mortgage Holders. To the extent possible under Virginia law:

(a) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration, the Proffers, the Chesterfield County Zoning Ordinance and the original plans and specifications, unless the approval is obtained from the Eligible Holders of first Mortgages on Lots to which at least fifty-one percent (51%) of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of Members representing sixty-seven percent (67%) of the total Association vote and the approval of the Eligible Holders of the first Mortgages on Lots to which at least fifty-one percent (51%) of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

(c) Any election to terminate the Association under circumstances other than substantial destruction or a substantial taking in condemnation shall require the consent of Members representing at least sixty-seven percent (67%) of the combined Class "A" and Class "C" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of the Eligible Holders of first Mortgages on Lots to which at least sixty-seven percent (67%) of the votes of Lots subject to a Mortgage are allocated.

(d) Any material amendment to the Declaration, Bylaws, or Articles of Incorporation of the Association shall require the consent of Members representing at least sixty-seven percent (67%) of the combined Class "A" and Class "B" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of Eligible Holders of first Mortgages on Lots to which at least fifty-one percent (51%) of the votes of Lots subject to a Mortgage held by an Eligible Holder are allocated. An amendment which changes the provisions for any of the following shall be considered material:

- (i) voting rights;
- (ii) assessments, assessment liens, or subordination of such liens;
- (iii) reserves for maintenance, repair, and replacement of the Common Area;
- (iv) responsibility for maintenance and repair of the Properties;
- (v) rights to use the Common Area;
- (vi) boundaries of any Lot;
- (vii) expansion or contraction of the Properties or the addition, annexation, or withdrawal of Properties to or from the Association;
- (viii) insurance or fidelity bonds;
- (ix) leasing of Lots;

- (x) imposition of any right of first refusal or similar restriction of the right of any owner to sell, transfer, or otherwise convey his or her Lot;
- (xi) establishment of self-management by the Association where professional management has been required by an Eligible Holder; or
- (xii) any provisions included in the Declaration, Bylaws or Articles of Incorporation which are for the express benefit of holders, guarantors or insurers of first Mortgages on Lots.

Section 3. Additional Requirements. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least sixty-seven percent (67%) of the first Mortgagees or Members representing at least sixty-seven percent (67%) of the total Association vote entitled to be cast thereon consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner of a Lot;

(c) by act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots and of the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and First Mortgagees making such payment shall be entitled to immediate reimbursement from the Association.

Section 4. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the First Mortgagee of

any Lot in a case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 5. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 6. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 7. Applicability of Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Virginia law or any of the acts set out in this Article.

Section 8. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

ARTICLE XIII ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Annexation Without Approval of Classes "A" and "B" Membership. Declarant shall have the unilateral right, privilege, and option from time to time and at any time to annex any property described in Exhibit "B" of the Declaration or any other property, whether such property is now owned or subsequently owned by the Declarant (or any successor) which is adjacent or contiguous to or located within a two (2) mile radius of property already forming part of the Association measured from the then existing boundary of the Association, into the Association and subject said annexed property to the Declaration. For purposes of this Section, adjacent or contiguous property includes any property which is separated from property that has been subjected to the Declaration by a natural or man-made barrier including, but not limited to any lakes, rivers, roadways, paths or other barrier. Such annexation shall be accomplished by filing in the Clerk's office a Supplemental Declaration annexing such property.

Declarant shall have the unilateral right to transfer to any other Person the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Section 1 above of this Article, and that such transfer is memorialized in a

written, recorded instrument executed by the Declarant.

Declarant's right of annexation shall survive termination of its Class "C" membership status.

Section 2. Annexation with Approval of Classes "A" and "B" Membership. Subject to the consent of the owners thereof, the Association may annex real property other than that described in Section 1 above of this Article, or may annex property which Declarant now owns or subsequently becomes the owner of, to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of a majority of the total available votes of the Association (other than those held by Declarant) present at a meeting duly called for such purpose and of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject hereto in accordance with Section 1 of this Article.

Section 3. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the Properties described in Section 1 of this Article, which upon conveyance or dedication to the Association shall be accepted by the Association, irrespective of the condition of the property. However, any Common Areas or Common Area Easements to be conveyed to the Association shall be maintained immediately by the Association at its expense for the benefit of all its Members upon the recordation of a plat in accordance with this Declaration, irrespective as to whether such property has actually been conveyed to the Association. The Association shall be obligated to accept as Common Area any property or interest therein conveyed to it by the Declarant and the Declarant shall have the unilateral right to convey Common Area property to the Association through the Declarant's recordation of a Deed of conveyance.

Section 4. Withdrawal of Property. Declarant reserves the unilateral right to amend the Declaration at any time so long as it holds an unexpired option to annex additional property pursuant to this Article, without prior notice and without the consent of any Person, for the purpose of removing (or "de-annexing") certain portions of the Properties then owned by the Declarant, its affiliates, or the Association from the provisions of the Declaration; provided such withdrawal is not unequivocally contrary to the overall uniform scheme of development for the Properties or in conflict with the Proffers.

Section 5. Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the property submitted to the Declaration initially or by Supplemental Declaration to additional covenants and easements, which may have different provisions, including covenants obligating the Association to maintain and insure such property on behalf of the Owners thereof and obligating such Owners to pay the costs incurred by the Association through assessments. Such additional covenants and easements, which may have different provisions, shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the Owner(s) of such property other than the Declarant. Additional covenants may include subjecting the

annexed property into a separate mandatory membership homeowners or condominium association which, if created, would be a sub-association to the Association.

Section 6. No Obligation. The Declarant is under no obligation, pursuant to this Article, to annex any property described in Exhibit "B" to the Declaration, or to add Common Area or recreational facilities and subject the same to this Declaration, regardless of annexation of additional property for development.

Section 7. Amendment. This Article shall not be amended without the prior written consent of Declarant.

ARTICLE XIV ENFORCEMENT

Enforcement. Declarant, the Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. If, in any litigation for the enforcement of these covenants, conditions and restrictions, the Declarant, the Association or any Owner bringing suit prevails, such Person shall be entitled to be reimbursed for reasonable attorney's fees incurred in seeking such enforcement. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The Board of Directors has the authority to adopt reasonable rules and regulations as may be permitted by, and so as to comply with, applicable statute, including a rule permitting the Association to levy and assess any violation or other charges established by the Virginia Property Owners' Association Act or any other applicable statute.

ARTICLE XV TERM AND AMENDMENT

Section 1. Term. All provisions of this Declaration shall be deemed restrictive covenants applicable to the Property subject hereto, and said provisions shall run with and bind the land subject hereto, shall insure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors or assigns for a term of fifty (50) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless amended or terminated as provided in this Article.

Section 2. Amendment.

So long as it still owns property described in Exhibits "A" or "B" of the Declaration for development as part of the Properties, the Declarant may unilaterally amend this Declaration for any purpose, so long as any such amendment is in conformance with the Proffers and any other approval required by this Declaration.

Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of seventy-five percent (75%) of the total of the votes held by Members other than the Declarant. In addition, the approval requirements set forth in Article XII hereof shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the Clerk's Office.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke or modify any right or privilege of Declarant, without the written consent of Declarant or the assignee of such right of privilege.

ARTICLE XVI GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 2. Liability and Indemnification of Declarant, Officers and Directors. The Association shall indemnify the Declarant and every officer, director, committee member or volunteer of the Association against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon the Declarant, any officer, director, committee member or volunteer in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which the Declarant, an officer or director may be made a party by reason of being or having been the Declarant or an officer or director of the Association regardless of whether he is the Declarant or an officer or director at the time such expenses are incurred. The Declarant, officers, directors, committee member, volunteer of the Association shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Declarant and the officers, directors, committee members or volunteers of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors or the Declarant are

Owners) and the Association shall indemnify and forever hold the Declarant and each officer, director, committee member or volunteer free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which the Declarant or any officer, director, committee member or volunteer of the Association, or former officer, director, committee member or volunteer of the Association or the Declarant, may be entitled.

ARTICLE XVII
DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein or in the Bylaws, as applicable, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Clerk's Office.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be permissible for the Declarant and any builder designated by the Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including but not limited to, business offices, signs, model units and sales offices, and the Declarant and such designated builder(s) shall have easements for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Lots owned by the Declarant and any clubhouse or other amenity which may be owned by the Association.

No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

At the request of the Declarant, its successors and assigns, even after the expiration of the Declarant Control Period, the Association shall provide the Declarant with a copy of its most recent email and residential address list for all Members of the Association which may be used by the Declarant for any purpose, including but not limited to, marketing and surveys.

This article may not be amended without the express written consent of the Declarant.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Restated and Amended Declaration of Covenants, Conditions and Restrictions for Wescott Homeowners' Association, Inc. this ____ day of _____, 2020.

By the Declarant:

HHHUNT WESCOTT, LLC
a Virginia limited liability company

by its Manager:

HHHUNT CORPORATION,
a Virginia Corporation
By: Jonathan Ridout, Vice President

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

I, a Notary Public in and for the jurisdiction aforesaid, so certify that the foregoing Restated and Amended Declaration of Covenants, Conditions and Restrictions for Wescott Homeowners' Association, Inc. was executed and acknowledged before me this ____ day of _____, 2020, by Jonathan Ridout as Vice President of HHHUNT CORPORATION, a Virginia Corporation, on behalf of such corporation, manager of HHHUNT WESCOTT, LLC, a Virginia limited liability company.

Notary Public

My Commission Expires: _____

My Registration #: _____

UNION BANK

By:

(Name)

(Title)

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

I, a Notary Public in and for the jurisdiction aforesaid, so certify that the foregoing Restated and Amended Declaration of Covenants, Conditions and Restrictions for Wescott Homeowners' Association, Inc was executed and acknowledged before me this _____ day of _____, 2020, by _____, in his/her capacity as _____ of Union Bank.

Notary Public

My Commission Expires: _____
My Registration #: _____

EXHIBIT "A"

**Land Initially Submitted to the Declaration of Covenants, Conditions
and Restrictions for Wescott Homeowners' Association, Inc. and which will be subject to
this Restated and Amended Declaration of Covenants, Conditions
and Restrictions for Wescott Homeowners' Association, Inc.**

All of that real property as more particularly shown on a certain plat of survey made by Jenning Stephenson, P.C., dated December 16, 2019, entitled "WESCOTT SECTION 1 CHESTERFIELD COUNTY, VIRGINIA", a copy of which subdivision plat is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Plat Book 272, Page 16-20, to which plat reference is hereby made for a more particular description.

EXHIBIT "B"

**Land That May Be Submitted to Restated and Amended Declaration of
Covenants, Conditions and Restrictions for
Wescott Homeowners' Association, Inc.
By Supplemental Declaration**

ALL that certain property owned by HHHUNT WESCOTT, LLC, its successors or assigns, which: a) has a property line adjacent to the property described in the recorded Plats for the Property; or b) is located within two (2) linear miles of any boundary of the property subjected to the Declaration of Covenants, Conditions and Restrictions for Wescott Homeowners' Association, Inc.