

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
THE CORY FARM**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amended Declaration") is dated for identification this 16th day of December, 2003, and is executed by SAM ENTERPRISES, L.L.C., a Virginia limited liability company, its successors or assigns (hereinafter referred to as the "Declarant", and as "SAM").

RECITALS

Whereas, Declarant is the declarant under a declaration entitled "Sam Enterprises, L.L.C. Recorded Restrictions Binding All Lots In Cory Farm Subdivision" dated January 22, 1997 and of record in the Office of the Clerk of the Circuit Court of the County of Albemarle, Virginia, (the "Clerk's Office") in Deed Book 1589, Page 177 (the "Declaration"), and the Declaration applies to that real property described as The Cory Farm on Exhibit "A" attached to the Declaration (the "Subdivision Plat"), that real property being the development known as The Cory Farm, and containing 64.079 acres consisting of right of way area dedicated as public roads containing 6.950 acres, Common Area containing 33.821 acres and sixty-seven (67) Lots numbered 1 through 67 containing 23.308 acres (all herein "The Cory Farm") ; and

Whereas, the Declaration is for the purposes set forth therein, those being to provide for the preservation of the values and amenities in the neighborhood of The Cory Farm and for the maintenance thereof, and to that end to subject the real property shown on the Subdivision Plat to the covenants, restrictions, easements, charges and liens therein set forth, each of which is for the benefit of the property in The Cory Farm and each owner thereof; and

Whereas, SAM, deeming it desirable so to do for the preservation of the values and amenities within The Cory Farm, has created an agency, Cory Farm Homeowners Association, Inc., a Virginia non-stock corporation, to which shall be delegated the non-exclusive powers of administering and enforcing these covenants, restrictions, easements, charges and liens, including the collecting and disbursing of the assessments and charges hereinafter created and provided for; and

Whereas, SAM desires to substantially amend the Declaration, and has the power to do so under the terms of the Declaration under Article X, Section 5 thereof;

## DECLARATIONS

Now, therefore, by the execution and recordation of this Amended and Restated Declaration Of Covenants, Conditions And Restrictions (the "Amended Declaration") Declarant hereby amends and restates the Declaration in its entirety and in doing so declares that the property known as The Cory Farm shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property subject to this Amended Declaration and which shall be binding on all parties having any right, title, or interest in The Cory Farm or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owners thereof. The above recitals are incorporated herein and made a part hereof. Consistent with the foregoing, this Amended Declaration shall, upon its recordation in the Clerk's Office, supercede and completely replace the Declaration, including all provisions thereof.

### ARTICLE I DEFINITIONS

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Amended Declaration, any Supplemental Declaration or other applicable covenants, or by contract, easement or agreement, become the responsibility of Association, including, but not limited to, the responsibility for maintenance, repair and/or replacement.

Section 2. "Architectural Review Committee" or "ARC" shall mean the committee charged with responsibility for interpreting and maintaining the Design Guidelines pursuant to Article XII.

Section 3. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Cory Farm Homeowners Association, Inc., as filed with the Secretary of the State Corporation Commission of the Commonwealth of Virginia, as the same may be amended from time to time.

Section 4. "Association" shall mean and refer to Cory Farm Homeowners Association, Inc., a Virginia nonprofit non-stock corporation, its successors or assigns.

Section 5. "Base Assessment" shall mean and refer to assessments levied equally against all Lots in The Cory Farm to fund Common Expenses.

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

Section 7. "Bylaws" shall mean and refer to the Bylaws of Cory Farm Homeowners Association, Inc., as they may be amended from time to time.

Section 8. "Clerk's Office" shall mean and refer to the Office of the Clerk of the Circuit Court of Albemarle County, Virginia.

Section 9. "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 Lot Owner, subject only to the limitations set forth in Article II, Section 1 hereof. Except for the real property described as "Common Area" on the Subdivision Plat, the Association shall not be obligated to accept as Common Area any property or interest therein as conveyed to it by the Declarant.

Section 10. "Common Expenses" shall mean and include the actual and estimated expenses incurred and/or budgeted by the Association for the general benefit of all Owners, including any reasonable reserve, all as maybe found to be necessary and appropriate by the Board pursuant to this Amended 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.

Section 11. "Community-Wide Standard" shall mean the standard of conduct, maintenance, appearance and quality of construction of improvements or other activity generally prevailing throughout The Cory Farm. Such standard may be more specifically determined by the Board of Directors.

Section 12. "The Cory Farm" shall mean the all of the real property subject to this Amended Declaration and described on the Subdivision Plat. The Cory Farm does not include the Residue of 17.750 acres shown on the Subdivision Plat.

Section 13. "Declarant" and "SAM" and "Developer" shall mean and refer Sam Enterprises, L.L.C., a Virginia limited liability company. Declarant may designate a successor declarant or declarants to take and hold some or all of its respective rights, powers, privileges and obligations as Declarant under this Amended Declaration by written instrument recorded in the Clerk's Office.

Section 14. "Design Guidelines" shall mean the guidelines governing construction, alterations and appearance within The Cory Farm as provided for pursuant to Article XII.

Section 15. An "Improved Lot" shall mean and refer to a Lot on which a Residence has been substantially completed and for which an occupancy use permit or certificate of occupancy has been issued. All other Lots are defined as "Unimproved Lots".

Section 16. "Lot" shall mean and refer to any plot of land within The Cory Farm shown upon the Subdivision Plat as a numbered lot.

Section 17. "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 18. "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 19. "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

Section 20. "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

Section 21. "Owner" shall mean and refer to the record owner, whether one (1) or more Persons, of any Lot, including builders and contract sellers, but excluding in all cases 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.

Section 22. "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 23. "Public Road" shall mean and refer to the publicly dedicated roads shown on the Subdivision Plat named "The Cory Farm Road", Windy Ridge Road", "Filly Run", "Summit View Lane", "Little Fox Lane", "Short Horn Court", and "Cory Court". Short Horn Court has now been renamed "Glenview Court".

Section 24. "Recreational Facilities" shall mean certain real property and the improvements and facilities thereon located adjacent to, in the vicinity of, or within The Cory Farm, which are privately owned and which may be operated by the Association or persons other than the Association for recreational and related purposes, on a club membership basis or otherwise.

Section 25. "Residence" shall mean the primary structure on a lot which is occupied by the residents of the Lot, whether Owners or tenants.

Section 26. "Section or Neighborhood" shall mean and refer to specific and different areas within The Cory Farm.

Section 27. "Special Assessment" shall mean and refer to assessments levied in accordance with Article XI, Section 4 hereof.

Section 28. "Specific Assessment" shall mean and refer to any assessment levied by the Board of Directors against any Lot or Lots within any Section or Neighborhood.

Section 29. "Supplemental Declaration" shall mean an amendment or supplement to this Amended Declaration which subjects additional property to this Amended Declaration and/or imposes additional or amended restrictions and obligations on the land described therein, provided, however, that the Declarant shall not add any additional property to The Cory Farm.

## ARTICLE II PROPERTY RIGHTS

Section 1. General. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to:

(a) this Amended 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;

(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(s), tenant(s), guest(s), resident(s) or other invitee(s) of any provision of this Amended 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 member(s), tenant(s), guest(s), resident(s) or other invitee(s) of any provision of this Amended 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, if any, 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 Article XIV, Section 4 hereof;

(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 non-Member 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.

Section 2. Delegation of Use. Subject to the provisions of Section 1 hereof, any Owner may delegate his or her right of use and enjoyment of the Common Areas to the members of his or her family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. Any Owner who leases his or her Lot shall be deemed to have delegated all of such rights to the Lot's lessee unless the Owner notifies the Board in writing that he or she has retained all or a portion of such rights. Should, however, any Owner desire to lease or rent his or her Lot, the lease or rental agreement shall contain specific conditions which require the lessee/renter to abide by all of the terms and conditions of this Amended Declaration and all Association Bylaws, covenants, rules and regulations, and any Owner desiring to rent or lease a Lot further covenants that the lessee/renter will be provided a complete set of this Amended Declaration and all Association Bylaws, covenants, rules and regulations. A tenant's violation of this Amended Declaration, or the Association Bylaws, rules and/or regulations shall constitute a default under the lease for which the Association, on behalf and at the expense 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 the Owner's failure to evict said tenant or lessee.

### ARTICLE III PUBLIC ROADS

Section 1. Dedication. Developer does hereby establish and dedicate to public use each Public Road designated on the Subdivision Plat and as above defined, as public roads for ingress and egress to and from Lots in The Cory Farm and installation and conveyance of underground utilities.

Section 2. Maintenance. The initial construction of the Public Roads shall be completed by and the total costs thereof paid by the Developer. Developer shall repair and maintain the Public Roads in The Cory Farm until each has been accepted into the state highway system by the Commonwealth of Virginia for public maintenance.

Section 3. Regulation of Traffic. The Association shall have the right and power to regulate traffic, including speed limits, upon the Public Roads until they have been accepted into the state highway system.

Section 4. Reservation of easement and right of dedication. There is reserved for the benefit of Declarant and for the benefit of the Association a non-exclusive easement of right of way for vehicular and pedestrian traffic over and across the area shown on the Subdivision Plat as "120' Strip Reserved For Dedication Upon Demand Of Albemarle County". Both the Declarant and the Association, acting by and through its Board, shall have the right and power to dedicate the area to public use as a public road. In the event of such dedication, neither the Declarant nor the Association shall have the obligation to construct a road within such area.

#### ARTICLE IV ASSOCIATION FUNCTION, MEMBERSHIP AND VOTING RIGHTS

Section 1. Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area within The Cory Farm. The Association shall be the primary entity responsible for enforcement of this Amended Declaration and such reasonable rules regulating use of The Cory Farm as the Board may adopt. The Association shall perform its functions in accordance with this Amended Declaration, the Bylaws, the Articles of Incorporation and Virginia law.

Section 2. Membership. Every Owner, as defined in Article I, Section 20 hereof, shall be deemed to have a membership in the Association. 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 Section 3 of 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, subject to the provisions of this Amended 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, holding an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments.

Section 3. Voting. All 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 regardless of the number of Persons owning a Lot.

ARTICLE IV  
MAINTENANCE

Section 1. Association Responsibility. 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 Common Area, the cost of which shall be charged to all Owners as a Common Expense.

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 Cory Farm 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 maintenance thereon.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots, subject to the right of the Association to seek reimbursement from other persons responsible for certain portions of the Area of Common Responsibility pursuant to this Amended Declaration or other agreements. In the event the need for maintenance or repair to be provided by the Association pursuant to this Section 1 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 charge upon the land in addition to the annual Base Assessments, Special Assessments and Specific Assessments.

Section 2. Owner's Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement, at his or her own expense, of that Owner's Lot, the exterior and the interior of his or her Residence, and any other improvements, including landscaping located on his or her Lot. 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 Section 1 hereof.

All maintenance required by this section shall be performed in a manner consistent with the Community-Wide Standard, all applicable covenants and this Amended Declaration.

Section 3. Best Management Practice Facilities. To the extent that the Declarant has an obligation to construct stormwater management/BMP facilities as a result of approved plans or conditions required by the County of Albemarle, Virginia (the "County") and a certain Stormwater Management/BMP Facilities Maintenance



Agreement dated August 13, 1996 and of record in the Clerk's Office in Deed Book 1569, page 0724 ("the Facilities Agreement"), then the Declarant shall construct and locate such facilities within The Cory Farm as required by best management practices (the "BMPs") to control storm water runoff as required by the County and the Facilities Agreement. After all such facilities have been approved and accepted in writing by the County, the Association shall provide both short and long term maintenance for such facilities as required by the Facilities Agreement. The Declarant, the County and the Association, together with their employees, agents and contractors shall have an easement to enter upon any Lot and all Common Areas, whether improved or unimproved, for the purpose of inspecting, operating, and repairing said stormwater management/BMP facilities, as necessary, provided that all disturbed areas shall be reasonably and promptly restored to their condition prior to such disturbance.

## ARTICLE VI INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements within the Common Areas. 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.

The Board shall also obtain a public liability policy covering the Area of Common Responsibility, insuring the Association and its Directors, Officers and Members for all damage or injury caused by the negligence of the Association, its Directors, Officers, Members, employees or agents, or any other person who has a right to occupy a Lot.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense: workers' compensation insurance, if and to the extent required by law; and directors' and officers' liability coverage, if reasonably available.

Premiums for all insurance provided for in this Section shall be Common Expenses, which shall be included in the Base Assessment, subject to any other covenants or agreements relating thereto. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties, shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board shall be governed by the following provisions:

(a) All policies shall be written with a company authorized to do business in Virginia which holds a Best's rating of A or better by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available;

(b) All insurance on the Area of Common Responsibility shall be for the benefit of the Association and its Directors, Officers and Members and shall be written in the name of the Association as trustee for the benefited parties, or as is otherwise common practice;

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto;

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees;

(e) All property insurance policies shall have an inflation guard endorsement, if reasonably available, and, if the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Board shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Albemarle County, Virginia area; and

(f) The Association's Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association, its Directors, Officers, employees and agents, occupants of Lots, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any one or more individual Owners;

(iv) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) a statement that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

Section 2. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Amended Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket "all-risk" or homeowner's property insurance on the Owner's Lot(s) and structures constructed thereon meeting the same requirements as set forth in Section 1 of this Article V 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 or her Lot, the Board may impose requirements regarding the standards for rebuilding or reconstructing structures on the Lot or the standard for returning the Lot to its natural state in the event the structures are not rebuilt or reconstructed.

Section 3. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of The Cory Farm covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall promptly proceed 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 The Cory Farm. Repair or reconstruction, as used in this paragraph, means repairing or restoring The Cory Farm to substantially the same condition in which it existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by change in applicable building codes.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the Members of the Association decide within sixty (60) days after the casualty not to repair or reconstruct.

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. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to 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 Area shall not be repaired or reconstructed and no alternative improvements are authorized, then the affected

portion of The Cory Farm 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 4. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.

Section 5. 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.

#### ARTICLE VII NO PARTITION

Except as is permitted in this Amended Declaration or amendments thereto, there shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in The Cory Farm or any part thereof seek any judicial partition unless The Cory Farm has been removed from the provisions of this Amended Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Amended Declaration.

#### ARTICLE VIII CONDEMNATION

Whenever all or any part of the Common Area shall be taken by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association pursuant to Section 55-516.2 of the Code of Virginia, 1950, as amended.

ARTICLE VIX  
ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Annexation with Approval of the Membership. Subject to the consent of the Members thereof, the Association may annex or add additional real property to the provisions of this Amended Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of a majority of the votes of the Association or the written consent of the majority of the Members of the Association then entitled to vote.

ARTICLE IX  
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Amended Declaration, shall be responsible for the exclusive management and control of the Common Area, all improvements thereon and those portions of the Lots specified in Article V, Section 1 hereof 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.

Section 2. 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.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Common Area and Lots within The Cory Farm, which rules and regulations shall be consistent with the rights and duties established by this Amended Declaration. Sanctions for violations of this Amended Declaration, the Bylaws, or rules and regulations of the Association may include reasonable monetary charges and/or and suspension of the right to vote and/or the right to use any Common Area, including 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 Bylaws of the Association.

The Association, through the Board, by contract or other agreement, shall have the right to enforce county and city ordinances, if applicable, and may permit Albemarle County, Virginia to enforce ordinances on The Cory Farm for the benefit of the Association and its Members.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Amended 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 and/or the proper administration of the Association.

## ARTICLE XI 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 Section 8 of this Article. There shall be three types of assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association which shall be levied equally on all Lots, (b) Special Assessments as described in Section 4 below, and (c) Specific Assessments as described in Section 5 below. Each Lot Owner, by acceptance of a deed or recorded contract of sale for any portion of The Cory Farm, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest (at a rate equal to the greater of twelve percent (12%) per annum, or the legal rate of interest as defined in Section 6.1-330.53 of the Code of Virginia, as the same may be amended from time to time), as computed from the date a delinquency first occurs, late charges, costs, costs of collection and reasonable attorneys' fees, 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 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, unless otherwise provided for by law. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors and shall be due and payable in advance.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment to the Association of any assessments therein stated to have been paid. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

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 Cory Farm, 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 exempt

himself or herself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Lot. No diminution or abatement of assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Amended Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or any order or directive of any municipal or other governmental authority.

Section 2. Non-Payment and Remedies. The Board of Directors shall take such prompt action as may be necessary to collect any assessments or any installments thereof due from any Owner which remains unpaid beyond the due date. The Board of Directors shall have the authority to establish the date on which any payment(s) is late and deemed to be in default. Upon a default by an Owner, the delinquent Owner, in addition to all other charges, including interest, costs and attorneys' fees, shall also be liable for a late fee in an amount to be established by the Board of Directors. If payment of the total assessments, or of any installment thereof, including special assessments, is not made on or before the date of default, the entire balance of assessments due on the account for the Lot for the remainder of the fiscal year shall be accelerated and due in full. Upon default, the Board may in its discretion, turn the account over to legal counsel.

If turned over to counsel, all costs and reasonable attorneys' fees actually incurred by the Association from the inception of counsel'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 Lot 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 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 a Lot Owner as may be authorized by the Board in accordance with the Amended Declaration and Bylaws.

Any payment that is received by legal counsel of 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 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; and

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

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. Acceptance of any partial payments or 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 Amended Declaration, including turnover of the account to the Association's legal counsel for collection.

Section 3. Computation of Base Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget may include a capital contribution establishing a reserve fund in accordance with a budget separately prepared, as provided in Section 7 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 on a community-wide basis.



The Base Assessments to be levied against each Lot for the coming year shall be set at a level which is reasonably expected to produce total income to the Association equal to the total budgeted Common Expenses, including reserves.

Notwithstanding the above, the Board may, in its sole discretion, reduce the Base Assessments by taking into account:

(a) other sources of funds available to the Association; and

(b) assessments to be levied upon additional Lots reasonably anticipated to become subject to assessment during the fiscal year.

If any recreational facilities on the Common Area are owned or leased by the Association, the determination of the annual recreational facilities expenses shall constitute a separate line item on the budget.

The Board shall cause a copy of the Common Expense budget and notice of the amount of the Base Assessment to be levied against each Lot for the following year to be delivered by mail, or electronic means or by hand delivery (at the Owner's residence address) to each Owner prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless rescinded or reduced at a meeting of the Association duly convened in accordance with the Association's By-laws within sixty (60) days of the promulgation of the notice of the assessment by at least a majority of the total votes cast in person or by proxy at such meeting. 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.

Notwithstanding the foregoing, however, in the event the Board fails for any reason 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 Section 55-514 of the Virginia Property Owners' Association Act, Section 55-508 et seq. of the Code of Virginia, 1950, as amended. Special Assessments shall be levied against the entire membership in such manner as the Board determines equitable. Special Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines. The Board shall deliver to the Members notice of any Special Assessment in the same manner as required above for notice of Base Assessments. Such Special Assessments of the entire membership shall become effective unless rescinded or reduced at a meeting of the Association duly convened in accordance with the Association's By-laws within

sixty (60) days of the promulgation of the notice of the assessment by at least a majority of the total votes cast in person or by proxy at such meeting.

(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 or her Lot into compliance with the provisions of the Amended 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 has been provided. Such a Special Assessment against a Member individually and against such Member's Lot shall become effective when levied by the Board of Directors.

Section 5. Specific Assessment. In addition to the other assessments set forth herein, the Board of Directors may assess Lots in any Section or Neighborhood a Specific Assessment for the cost of providing services or rights of use to Lots in such Section or Neighborhood which services or rights are not enjoyed by all Members of the Association or Sections or Neighborhoods and are primarily for the benefit of the Lots in such Section or Neighborhood. At the time that such Specific Assessment is assessed, said services or rights may currently be provided, may have already been provided, or may only be projected to be provided by the Association. Such Specific Assessments shall become effective unless rescinded or reduced at a meeting of the affected Members of the Association duly convened in accordance with the Association's By-laws within sixty (60) days of the promulgation of the notice of the assessment by at least a majority of the total votes cast in person or by proxy at such meeting. A quorum at such meeting shall be seventy (70) percent of the Members (in person or by proxy) of the total number of Members affected by the Specific Assessment in question.

Section 6. Lien for Assessment. Upon recording of a Memorandum 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 Mortgage of record made in good faith and for value, prior to the recordation of such Memorandum of Lien, unless otherwise provided for by the Virginia Property Owners' Association Act, Section 55-508 et seq. of the Code of Virginia, 1950, as amended.

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 Clerk's Office. This notice shall be sent by certified mail, return receipt requested at least ten (10) days before the actual date of the Memorandum of Lien. Such lien, when delinquent, may be enforced by suit,

judgment, and/or judicial or non-judicial foreclosure in accordance with Virginia law, as amended.

Section 7. Reserve Budget and Capital Contribution. The Board of Directors may include within the budget a reserve fund to assure the maintenance of the Common Area and the maintenance, repair and replacement of any recreational facilities. The Board may set the required capital contribution 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 Base Assessments over the period of the budget.

The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of assessments, as provided in Sections 1 and 3 of this Article.

Section 8. Date of Commencement of Assessments. The obligation to pay the assessments provided for herein shall commence at closing of the initial conveyance of a Lot by the Developer.

Section 9. Subordination of the Lien. The lien of assessments, including interest, late charges and costs (including attorneys' fees) provided for herein, shall be prior to all other subsequent liens and encumbrances except: (i) real estate tax liens on that Lot; (ii) liens and encumbrances recorded prior to the recordation of the Amended Declaration and (iii) sums unpaid on and owing under any mortgage or deed of trust recorded prior to the perfection of said lien by the filing of a Memorandum of Lien. 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, unless otherwise provided for by law. 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, unless otherwise provided for by law. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquired, its successors and assigns.

Section 10. Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

Section 11. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of any assessments:

(a) all Common Area; and

(b) all Property, other than areas of easements not in Common Area dedicated to and accepted by any governmental authority or public utility, including without limitation, public schools, public streets, and public parks, if any.

## ARTICLE XII ARCHITECTURAL STANDARDS

Section 1. Design Guidelines. The Board of Directors shall prepare design and development guidelines governing construction, alterations and appearance within The Cory Farm, which shall include application and review procedures to be followed in submitting an application for approval hereunder ("Design Guidelines"). The Board shall have sole and full authority to modify and to amend the Design Guidelines from time to time without the consent of any Owner.

Section 2. Architectural Review Committee.

The ARC shall consist of at least two (2), but not more than five (5), persons and may include architects, engineers and other persons who are not Members of the Association. Members of the ARC shall be elected by the Members for one-year terms at the Annual Meeting of the Association, said election to be held in accordance with the Amended Declaration and Bylaws. Vacancies on the ARC may be filled by action of the Board of Directors until the next Annual Meeting.

The ARC shall have the responsibility for interpreting and maintaining adherence to the Design Guidelines with respect to the general appearance of The Cory Farm and all original construction, modifications, additions, or alterations made on or to existing Lots. In addition, the following shall apply: plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations shall be submitted to the ARC for approval as to quality of workmanship and design as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation.

If approval of such plans and specifications is neither granted nor denied within thirty (30) days following receipt by the ARC of a complete written request for approval, the party making the submission for approval shall deliver written notice to the ARC of its failure to act, and, if approval is not granted or denied within five (5) days thereafter, the plans and specifications shall be deemed to be approved.

Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her Residence, or to paint the interior of his or her Residence any color desired; provided however, modifications or alterations to the

interior of screened porches, patios, and similar portions of a Residence visible from outside the Lot shall be subject to approval.

At the time of the execution and recordation of this Amended Declaration, the Developer is still the owner of one (1) Lot. Developer shall be the ARC for all approvals of initial improvements to be constructed on said Lot, so long as the initial grantee of said Lot from the Developer is the Owner of said Lot.

Section 3. No Waiver of Future Approvals. The approval of the ARC 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 4. Variance. The ARC may authorize variance from compliance with any of its guidelines and procedures when unique circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations reasonably require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when such unique circumstances reasonably so dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Amended Declaration, or (c) stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 5. Compliance With Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARC may be excluded by the Board from The Cory Farm without liability to any person, subject to the notice and hearing procedures contained in the Bylaws.

Section 6. No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the ARC shall bear no responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other ornamental requirements. Neither the Declarant, the Association, the Board of Directors, any committee, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

ARTICLE XIII  
USE RESTRICTIONS

The Cory Farm shall be used only for residential, recreational, and related purposes as may more particularly be set forth in this Amended Declaration and amendments hereto. The Association, acting through its Board, shall have standing and the power to enforce such use restrictions.

The Association, acting through its Board, shall have authority to make and to enforce standards and restrictions governing the use of The Cory Farm, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners, occupants, tenants, guests, invitees and licensees, if any, until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of the Members representing at least two-thirds (2/3) of the total votes in the Association.

Section 1. Signs. A single "for sale" or "for lease" sign shall be permitted on any Lot being offered for sale or for lease, provided it does not exceed six (6) square feet or as regulated and permitted by the Albemarle County Code. Notwithstanding the above, no sign on any Lot shall exceed two (2) feet by three (3) feet in size. No other signs of any kind shall be erected within The Cory Farm or on the Common Areas, including any Lot if visible from outside the Lot, without the written consent of the Board of Directors, except signs installed by the Association.

Section 2. Parking and Prohibited Vehicles.

(a) Parking. Vehicles owned, leased or operated by an Owner or an occupant or his or her 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. Over-night on-street parking shall not exceed a 72-hour period. No garage shall be enclosed, modified or otherwise used so as to reduce its capacity for parking vehicles.

(b) Prohibited Vehicles. Commercial vehicles, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, trailers (either with or without wheels), campers, camper trailers, boats, other watercraft, and boat trailers shall not be stored or parked on the streets and driveways of The Cory Farm for a period exceeding a 72-hours. Said vehicles, however, may be stored, out of sight, in closed garages. Stored vehicles which are either obviously inoperable or do not have current operating licenses, license plates or permits, shall only be permitted on The Cory Farm within an enclosed garage.

Vehicles that become inoperable while within The Cory Farm must be removed within seventy-two (72) hours thereof. Notwithstanding the foregoing, service and delivery vehicles may be parked in The Cory Farm during daylight hours for such period of times as is reasonably necessary to provide service or to make a delivery to a

Lot or the Common Area. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with the By-laws of the Association or rules and regulations adopted by the Board.

Section 3. Occupants Bound. All provisions of the Amended 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, residents, tenants, guests and invitees (collectively "occupants") of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Amended 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 Amended Declaration, Bylaws, and rules and regulations adopted pursuant thereto.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of The Cory Farm, except that dogs, cats, or other usual and common household pets, may be permitted in a Lot. No pets shall be kept, bred or maintained for any commercial purpose. All pet animals must be secured by a leash, or lead, and be under the control of a responsible person and obedient to that person's command at any time they are not on the pet owner's Lot. While on the owner's property, all pet animals must be secured within a fence (wooden or electric) or under the direct supervision and control of a responsible person and obedient to that person's command. 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 Cory Farm by such Owner or by his or her family, guests, permittees, or invitees. Each Owner 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 their families and guests and to establish penalties for the infraction thereof.

Section 5. Quiet Enjoyment. No portion of The Cory Farm shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of The Cory Farm that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

No noxious, illegal, or offensive activity shall be carried on upon any portion of The Cory Farm, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of The Cory Farm. There shall not be maintained any plants or animals or devices or things of any sort

whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of The Cory Farm. No outside burning of wood, leaves, trash, garage or household refuse shall be permitted within The Cory Farm. No speaker, horn, whistle, bell or other sound devices, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot. The use and discharge of firecrackers and other fireworks is prohibited within The Cory Farm.

Section 6. Unsightly or Unkept Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkept condition of his or her Lot. Activities which might tend to cause disorderly, unsightly, or unkept conditions shall not be pursued or undertaken on any part of The Cory Farm. Notwithstanding the above, the disassembly, assembly, and restoration of motor vehicles to perform repair work shall be permitted provided such activities are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) consecutive hours.

Section 7. Antennas. Except as otherwise provided by law, including the Federal Telecommunications Act of 1996 and the rules promulgated by the Federal Communications Commission pursuant thereto, no satellite dishes or antennas shall be allowed on any Lot property, except to the extent so allowed under this Section 7. To the extent it is reasonable, the preferred location and installation site for permissible satellite dishes or antennas shall be only in the rear of a dwelling or in the rear portion of the Lot property. If such preferred locations preclude the receipt of a signal of acceptable quality on any Lot property, then the Owner shall use his or her best efforts to install the equipment in the most innocuous location available where an acceptable quality signal can be received. Satellite dishes which are one meter or less in diameter or other antennas 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 or warranties so that they blend into the background against which they are mounted.

Section 8. Clotheslines, Garbage Cans, Tanks, Etc.. No clotheslines shall be erected or installed on the exterior portion of any Lot. All garbage cans shall be located either in doors or adjacent to and behind the front plane of the home. Above ground storage tanks, mechanical equipment, woodpiles, yard equipment and other similar items on Lots shall be shielded from view. All rubbish, trash, and garbage shall be stored in appropriate containers approved pursuant to Article XII hereof and shall regularly be removed from The Cory Farm and shall not be allowed to accumulate thereon.

Section 9. Subdivision of Lots and Time Sharing. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of the Association. Any such division, boundary line change, or re-platting 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.

Section 10. Explosives; Firearms; Bows and Arrows. The discharge of high explosives, firearms and bows and arrows within The Cory Farm is prohibited. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take action to enforce this Section.

Section 11. Pools. No above ground swimming pool shall be erected, constructed or installed on any Lot. Jacuzzis, whirlpools, or spas approved pursuant to Article XI shall not be considered an above ground pool for the purposes of this Section.

Section 12. Irrigation. No sprinkler or irrigation system of any type which draws upon water from creeks, streams, rivers, ponds, wetlands, canals or other ground or surface waters within The Cory Farm shall be installed, constructed or operated within The Cory Farm except that the Association shall have the right to draw water from such sources for the purpose of irrigating the Area of Common Responsibility and Lots.

Section 13. Order of Construction; Tents, Mobile Homes and Temporary Structures. The main residential dwelling must be constructed on any Lot before the construction of any secondary building. No tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Lot or any part of The Cory Farm. The immediately foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the prior approval of the ARC, as appropriate, in accordance with Article XII hereof. In addition, party tents or similar temporary structures may be occasionally erected for a limited period of time, not exceeding seven (7) days, for special events without prior written approval of the Board.

Section 14. Drainage Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No Person may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Association hereby reserves for itself a perpetual easement across The Cory Farm for the purpose of altering drainage and water flow. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, stream, pond or lake within The Cory Farm.

Section 15. Tree Removal. No trees exceeding 3" in diameter shall be removed, except diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article XI of this Amended Declaration. In the event of an intentional or unintentional violation of this Section, the violator may be required, by the Board or ARC, to replace the removed

tree with one (1) or more comparable trees of such size and number, and in such locations, as the Board or ARC may determine necessary to mitigate the damage.

Section 16. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 17. Lighting. Except for traditional holiday decorative lights, which may be displayed for two (2) months prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved in accordance with Article XII of this Amended Declaration. The rights of owners to display lighting as provided for herein shall not be abridged, except that the Association may adopt reasonable time, place and manner restrictions for the purpose of minimizing damage and disturbance to other Owners and occupants.

Section 18. Artificial Vegetation, Exterior Sculpture, and Similar Items. The rights of Owners to display signs, symbols and decorations, including religious and holiday ones, on their Lots of the kinds normally displayed in or outside of homes located in similar residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place and manner restrictions for the purpose of minimizing damage and disturbance to other Owners and occupants.

Section 19. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined Board or ARC pursuant to Article XII hereof. No windmills, wind generators or other apparatus of generating power from the wind shall be erected or installed on any Lot.

Section 20. Playground. Installation of swing sets or other outdoor playground equipment shall be approved by the ARC prior to installation.

Section 21. Business Use. No trade or business may be conducted on, in or from any Lot, except that an Owner or occupant residing on a Lot may, in the sole discretion of the Board, 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 Cory Farm; (c) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of The Cory Farm; and (d) the business activity is consistent with the residential character of The Cory Farm and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of The Cory Farm.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods and services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

Section 22. On-Site Fuel Storage. No on-site storage of gasoline, kerosene or fuel oils shall be permitted on any part of The Cory Farm except that up to ten (10) gallons of fuel may be stored on each Lot for emergency purposes and operations of lawnmowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

Section 23. Leasing of Lots.

(a) Definition. "Leasing," for purposes of this Amended 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 emolument.

(b) Leasing Provision.

(i) General. Lots may be rented only in their entirety; no fraction or portion may be rented. All leases shall be in writing and shall be for an initial term of no less than six (6) 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 Lot Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Amended Declaration, Bylaws, and the rules and regulations, as amended. The Board may adopt reasonable rules regulating leasing and subleasing.

(ii) Compliance with Amended Declaration, Bylaws and Rules and Regulations. Every Owner shall cause all occupants of his or her Lot to comply with the Amended 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 Area 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 Amended Declaration, Bylaws, and the rules and regulations adopted pursuant to the foregoing.

Section 24. Laws and Ordinances. Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to The Cory Farm and any violation thereof may be considered a violation of this Amended Declaration; The Board

shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

Section 25. Single Family Occupancy. No Lot shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related as a single household unit, and the household employees of any household unit.

Section 26. Doors and Windows. No "burglar bars," steel or wrought iron bars, or similar fixtures, whether designed for decorative, security or other purposes, shall be installed on the exterior of any windows or doors of any dwelling. With the exception of house numbers no taller than 4" mounted on doors, no signs, numerals or other writing shall be written on or placed on the doors or windows of any dwelling, either temporary or permanently.

Section 27. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within The Cory Farm, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

#### ARTICLE XIV

#### GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Amended Declaration shall run with and bind The Cory Farm and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Amended Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Amended Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. The Declarant shall have the right to waive or amend any of the covenants or restrictions contained herein as the same apply to the Declarant so long as the Declarant owns any Lots, provided that the Declarant shall not waive or amend any provision hereof which sets forth obligations of the Declarant, nor shall the Declarant use such waiver and amendment power to add additional property to The Cory Farm and/or to the provisions of this Amended Declaration. Upon the conveyance of the last of the Declarant's Lots, the Declarant shall have not further right to amend this Amended Declaration. This Amended Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-six and two-thirds percent (66 2/3%) of the total votes in the Association.

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 Amended 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 or privilege. Any procedural challenge to any amendment to this Amended Declaration must be filed in the Clerk's Office no later than one (1) year from the date such amendment was recorded in the Clerk's Office.

Section 3. Indemnification. The Association shall indemnify every officer, director and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member.

The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors 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 or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director 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 any officer, director or committee member, or former officer director or committee member maybe entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Easements for Utilities. Etc.. There are hereby reserved for the Association and for all providers of utilities, and the Association is hereby authorized to grant to any such utility provider or other necessary entity, easements of reasonable scope and size across all Lots and the Common Area for ingress, egress, installation, reading, replacing, repairing and maintaining of utilities, and easements for the providing of reasonable drainage. The exercise of these easements shall not extend to permitting entry into the dwelling on any Lot and/or the disturbance of any building on any Lot. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on The Cory Farm, except as may be approved by the Association's Board of Directors.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over The Cory Farm without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement in The Cory Farm.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to Albemarle County, Virginia, or to any other local, state or federal governmental entity.

Section 7. Easements for River and Pond Maintenance and Flood Water. The Association reserves for itself, its assigns and designees the non-exclusive right and easement, but not the obligation, to enter upon the rivers, ponds, streams and wetlands located within the Area of Common Responsibility to fulfill its maintenance responsibility as provided in this Amended Declaration.

The Association and its designees shall have an access easement over and across any of The Cory Farm abutting or containing any portion of any of the rivers, ponds, streams or wetlands to the extent reasonably necessary to exercise its rights and responsibilities under this Section. There is further reserved herein and hereby, for the benefit of the Association and its designees, a perpetual, non-exclusive right and easement of access and encroachment over Common Areas and Lots (but not within the area of buildings thereon) adjacent to or within fifty (50) feet of river banks, ponds and streams within The Cory Farm, in order: (a) to temporarily flood and back water upon and maintain water over such portions of The Cory Farm; (b) to fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the ponds, streams and wetlands within the Area of Common Responsibility; (c) to maintain and landscape the slopes and banks pertaining to such rivers, ponds, streams and wetlands; and (d) to enter upon and across such portions of The Cory Farm for the purpose of exercising its or their rights under this Section.

Section 9. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 10. 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 V hereof, and to inspect for the purpose of ensuring compliance with this Amended 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 building 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 and after notice to the Owner. 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 11. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Amended Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 12. Compliance. Every Owner and occupant of any Lot shall comply with all lawful provisions of this Amended Declaration, the Bylaws, and the rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association acting through its Board of Directors, or, in a proper case, by any aggrieved Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Amended Declaration or the Bylaws. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Amended Declaration, the Bylaws or state law shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Amended Declaration or at law or in equity. The Association shall also be entitled to receive its costs and attorneys' fees in any action brought against an Owner and/or occupant.

Section 13. 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 14. Use of the Words "The Cory Farm", "CFHOA" or "Cory Farm Homeowners Association, Inc.". No Person, Owner, Resident, or Member shall use the words "The Cory Farm" "CFHOA" or "Cory Farm Homeowners Association, Inc." or any derivative thereof in any printed or promotional material without the prior written consent of the Board. However, Owners may use the terms in printed or promotional matter where such term or terms are used solely to specify that the particular property is located within The Cory Farm.

Section 15. Security. Cory Farm Homeowners Association, Inc. may, but is not obligated to, maintain or support certain activities within The Cory Farm designed to make The Cory Farm safer than they otherwise might be. Neither the Association, Declarant, not any successor Declarant shall in any way be considered insurers or guarantors of security within The Cory Farm, and neither the Association, the Declarant, not any successor Declarant shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Lot, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association, its Board of Directors, the Declarant, or any successor Declarant and the Architectural Review Committee do not represent or warrant that any fire protection system, burglar alarm system or other security system designated by or installed according to guidelines established by the Declarant or the ARC may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner and occupant of any Lot, and each tenant, guest and invitee or any Owner, as applicable, acknowledges and understands that the Association, its Board of Directors and committees, Declarant, or any successor Declarant are not insurers and that each Owner and occupant or any Lot and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, to Lots and to the contents of Lots and further acknowledges that the Association, its Board of Directors and committees, the Declarant, or any successor Declarant have make no representations or warranties not has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed or nay security measures undertaken within The Cory Farm.

Section 16. Non-discrimination. Any person, when he becomes an Owner, agrees that neither he nor anyone authorized to act for him will refuse to sell or rent, after receiving of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny any of the property owned by him in The Cory Farm to any person because of race, color, religion, sex or national origin which prohibited behavior is inconsistent with this section, is recognized as being illegal and void, and is specifically disclaimed.

Section 17. Intent. It is the intent of the Declarant that the provisions of this Amended Declaration now conform and will continue to conform to the guidelines established by the Federal Housing Administration, the Department of Housing and Urban Development, the Veterans Administration, the Federal Home Loan Mortgage Corporation, and the Federal National Mortgage Association. To the extent that any provision of this Amended Declaration is found not to be in conformance with said guidelines, it shall be considered null and void.



IN WITNESS WHEREOF, the undersigned Declarant has executed this Amended Declaration.

SAM ENTERPRISES, L.L.C.,  
a Virginia limited liability company

By: \_\_\_\_\_  
Preston O. Stallings, Manager

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the jurisdiction aforesaid, so certify that the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions was executed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Preston O. Stallings, manager of SAM Enterprises, L.L.C., a Virginia limited liability company, on behalf of such company.

My Commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)