

# IPSWICH VILLIAGE HOMES ASSOCIATION, INC.

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, Made on the date hereinafter set forth, by COLEMAN FARMS, INC., a Virginia corporation;

WITNESSETH:

WHEREAS Coleman Farms, Inc. is the owner of certain property (the "Property") in the City of Chesapeake, State of Virginia, which is more particularly described as:

ALL THOSE certain lots, pieces or parcels of land, together with any improvements thereon, and appurtenances thereunto belonging, lying, situate and being in the City of Chesapeake, Virginia, being known, numbered and designated as Lots 1 through 68, inclusive, in Block A, Lots 1 through 50, inclusive, in Block B, "GREENBELT 'A'", "GREENBELT 'B'", "GREENBELT 'B-i'" and "PARCEL 'E' RECREATION AREA" as shown on that certain plat entitled "SUBDIVISION OF COLLEGE PARK SECTION FOUR E WASHINGTON BOROUGH CHESAPEAKE, VIRGINIA", dated January 23, 1975, prepared by John E. Sirine & Associates, Surveyors and Engineers, Virginia Beach, Virginia, to be duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia.

AND WHEREAS Declarant (as hereinafter defined) will convey the Property, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges, as hereinafter set forth;

NOW, THEREFORE, declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness thereof. These easements, covenants, restrictions, and conditions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to Ipswich Village Homes Association, a non-stock Virginia corporation, its successors and assigns.

Section 2. "Common Area" shall mean Greenbelt A, Greenbelt B, Greenbelt B-1 and Parcel E Recreation Area, as shown on the aforementioned plats.

Section 3. "Declarant" shall mean and refer to Coleman Farms, Inc., its successors and assigns, if such successors or assigns should acquire an undeveloped Lot(s) from the Declarant for the purposes of development. The development of a Lot shall mean and refer to the construction of a residence thereon for the purpose of selling same in the ordinary course of business to an owner or owners for occupancy.

Section 4. "Lot" shall mean and refer to any numbered lot of land shown upon the aforesaid plat and which is a part of the Property and does not include any plot otherwise designated or any of the Common Area.

Section 5. "Member" shall mean and refer to those described in the first sentence of ARTICLE III hereof.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Property" shall mean and refer to that certain real property hereinbefore described.

## ARTICLE II

### MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of more than two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Upon a merger or consolidation of the Association with another association, its Property, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the Property, rights and

obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Property except as herein provided.

### ARTICLE III

#### MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by this Declaration, to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

### ARTICLE IV

#### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in ARTICLE I with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by ARTICLE III. When more than one person holds such interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as the majority of such persons among themselves determine (at any meeting of the Members, a representation by any of such persons that a majority of such persons have agreed as to the vote for such Lot shall be conclusive unless another of such persons contests such representation at such meeting prior to the casting of such vote).

Class B. The Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by ARTICLE III, provided that the Class B membership shall cease and be converted to Class A membership (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) on January 1, 1982, whichever shall first occur. Notwithstanding anything herein contained

to the contrary, if Declarant shall, at any time, or from time to time, convey any Lot or Lots to any person, firm or corporation prior to the development of such Lot and the construction of a dwelling thereon, Declarant shall continue to have and exercise voting rights with respect to each such Lot to the same extent as if it continued to own such Lot or Lots until such Lot or Lots, together with a dwelling thereon, are developed and conveyed to a purchaser for occupancy.

## ARTICLE V

### PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of Members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area
- (c) the right of the Association, in accordance with its Articles and bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage (which term shall include a deed of trust) the Common Area, and the rights of such mortgagee (which term shall include the beneficiary of a deed of trust) in the Common Area shall be subordinate to the rights of the Members hereunder;
- (d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which any assessment against his Lot remains delinquent for thirty (30) days; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any private entity (8/9/05), public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members at a meeting duly held for such purpose. No such dedication or transfer shall be effective unless and until it shall have the assent of two-thirds (2/3) of the Class A members and the Class B members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. At such meeting, the presence of members or proxies entitled to cast sixty percent (60%) of all of the votes of the Class A membership and the Class B membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting,

another meeting may be called, subject to the notice requirement set forth above, and the requirement at any such subsequent meetings shall be one-half (1/2) the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Additionally, no such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast more than two-thirds (2/3) of the votes of the Class A membership and more than two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless a certificate of the Secretary of the Association be also recorded stating that written notice of the proposed action was sent to every voting Member not less than twenty-five (25) but not more than fifty (50) days before the effective date of such dedication or transfer.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the Association's bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on such Member's Lot.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all liens and encumbrances, except drainage and utility easements, prior to the conveyance of the first Lot improved with a dwelling thereon to an owner or owners for occupancy.

## ARTICLE VI

### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lots and shall be a continuing lien upon the Lot against which each such assessment is made. Sale or transfer of any Lot shall not affect the assessment lien. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively, for the purpose of promoting the recreation, health, safety and

welfare of the residents in the Properties through the ownership, improvement, operation and maintenance of the Common Area and the facilities thereon.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Forty-Four Dollars (\$144.00) per Lot, except, however, that the maximum annual assessment imposed upon Declarant for each Lot not containing an occupied dwelling shall be Thirty-Six Dollars (\$36.00). Thereafter, the maximum annual assessment paid by Declarant for each Lot not containing an occupied dwelling shall be twenty-five percent (25%) of the maximum annual assessment paid by an Owner other than Declarant.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the Members for the next succeeding three years and at the end of each such period of three years, for each succeeding period of three years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the, meeting.

(c) After consideration of current operating and maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Method of Computation When Using the Consumer Price Index. The Consumer Price Index establishes the United States City Average Numerical Rating for the month of July, 1976, as 171.1. This will be the base rating. To determine the percentage to be applied to the maximum annual assessment for each subsequent year, divide this base rating into the numerical rating established by the Consumer Price Index for the month of July preceding the proposed assessment year. This adjustment percentage, if in excess of 100 percent, is multiplied by the original maximum annual assessment to Obtain the maximum annual assessment for the subsequent year.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a

described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; and provided further that no such special assessment shall exceed an amount equal to twice the then current maximum annual assessment.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots except for variations which may arise by virtue of the operation of Section 3 of this ARTICLE VI, and may be collected on a monthly basis.

Section 7. Quorum for any Action Authorized Under Sections 3 and 5. At the first meeting called, as provided in Sections 3 and 5 of this ARTICLE VI, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in said Sections 3 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; but in the absence of such action by the Board of Directors the annual assessment shall be in the amount last fixed. Written notice of an increase in the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon written demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment which is not paid when due shall be deemed delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the due date at the maximum legal rate, and the Association shall, where possible and feasible, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and in either case, interest, costs and reasonable attorney's fees incurred shall be added to the amount of such

assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on any Lot. Foreclosure of any such first mortgage or first deed of trust shall extinguish such lien for assessments due prior to such foreclosure (and such lien shall attach to any excess proceeds of the foreclosure) but no such foreclosure shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following property, subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or nonprofit organization which are exempt from taxation by the laws of the State of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE VII

### USE RESTRICTIONS

Section 1. Each Lot shall be known and described as a residential lot and shall be used exclusively for residential purposes, and no building or other structure shall be erected, altered, placed or permitted to remain thereon other than one detached single-family dwelling (hereinafter collectively referred to as "Dwellings" and severally as "Dwelling") not to exceed two and one-half (2-1/2) stories in height, and an attached or detached private garage and other accessory buildings for the exclusive use of the occupants of such Dwelling. No Dwelling shall be permitted on any Lot at a cost of less than ~30,000 (including cost of the Lot and Dwelling) based upon cost of construction prevailing on the date this Declaration is recorded, it being the intention and purpose of this covenant to assure that all Dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Declaration is recorded, at the minimum cost stated herein, for the minimum permitted Dwelling size. The ground floor inside living area of any one-story Dwelling, exclusive of open porches and garages, shall not be less than 1,200 square feet. The ground floor inside living area of any two or more story Dwelling, exclusive of open porches and garages, shall not be less than 800 feet and the second floor inside living area shall not be less than 800 square feet. The Association may sell property for the erection of Townhouses or Houses in accordance with City of Chesapeake ordinances (8/9/05).

Section 2. No Dwelling shall be located, erected or maintained on any Lot nearer than twenty-five (25) feet to any Street right-of-way line on which such Dwelling fronts. In the case of corner Lots, a Dwelling may be erected on such corner Lot in such a



manner as to face either of the streets on which a corner Lot abuts. Any Dwelling which shall be erected upon a Lot shall be located on said Lot such that the sum of the setbacks of said Dwelling from the side Lot lines shall equal no less than twenty percent (20%) of the Lot width, as measured at the front building setback line, and, in addition, no such Dwelling shall be erected on any Lot nearer than six (6) feet to any side Lot line and in the case of a corner Lot, nearer than fifteen (15) feet to the side Lot line abutting a street. Each Dwelling constructed upon a Lot shall, where possible, be situated upon said Lot such that, within the limitations set forth herein, at least fifteen (15) feet ~f side yard will exist between said Dwelling and the Dwelling constructed upon any adjoining Lot or Lots. No Dwelling shall be located on any Lot nearer than twenty-five (25) feet to any rear Lot line. For the purposes of this paragraph, eaves, steps or open porches or patios shall not be considered as a part of a Dwelling. Where, in the sole discretion of Declarant, a Lot is located or shaped in such a way as to render the strict application of the restrictions set forth in this Section 2 unsuitable or impracticable, Declarant may modify such restrictions by an appropriate written instrument executed solely by Declarant (without the requirement of the joinder in the execution thereof by any other Lot owners) duly recorded in the Clerk's Office wherein instruments affecting the Lots are recorded. The Association may sell property for the erection of Townhouses or Houses in accordance with City of Chesapeake ordinances (8/9/05).

Section 3. No Lot shall be re-subdivided without the prior written consent of Declarant. The Association may sell property for the erection of Townhouses or Houses in accordance with City of Chesapeake ordinances (8/9/05).

Section 4. No building, Dwelling, fence, wall, or other structure or site improvements, shall be commenced, erected, placed or maintained on any Lot, nor shall any addition, material change or alteration be made thereto, nor any change in the present grading of any Lot be made, unless and until the plans and specifications therefor have been approved in writing by Declarant. In the event Declarant fails to approve or disapprove any such plans and specifications within thirty (30) days after the receipt thereof by Declarant, accompanied by written request for approval, such approval shall be deemed to have been given except that notwithstanding the foregoing, no fence shall be constructed on any Lot except in accordance with Section 5 hereof. Without the prior written consent of Declarant, no more than one antenna shall be erected on any Lot or Dwelling and any antenna shall not extend more than ten (10) feet above the ridge line of the Dwelling constructed on any Lot.

Section 5. No perimeter fencing shall be installed on any Lot except a cedar (or other wooden material approved by Declarant), split-rail fence not exceeding. 42 inches in height measured from the ground. Wooden privacy fences not exceeding six feet in height, measured from the ground, may be erected on any Lot so long as they are located no closer to the rear Lot line than fifteen feet, nor closer to any side lot line than the line of the sidewall of the Dwelling constructed thereon. No fences shall be erected on any Lot closer to the front Lot line than the line of the front wall of any Dwelling constructed thereon.

Section 6. No obnoxious or offensive activity shall be conducted or permitted on any of the Lots, nor shall anything be done thereon which may be or become an annoyance-or a nuisance to the neighborhood. No business or profession of any kind or nature shall be carried on or practiced on any Lot, or in any Dwelling thereon, without the prior written consent of Declarant.

Section 7. No structure, trailer, tent, shack, barn, garage, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot with the exception of dogs, cats and/or other customary household pets provided they are not kept, bred or maintained for commercial purposes.

Section 9. No sign of any kind shall be displayed to the public view on any Lot with the exception of one professional real estate sign of not more than six (6) square feet, advertising a Lot, and/or any Dwelling constructed thereon for sale or rent, but in no event shall such a sign be displayed on any Lot for a period of three (3) years from the date hereof without the prior written permission of Coleman Farms, Inc.

Section 10. No Lot shall be used or maintained as a dumping ground for trash, rubbish or other waste. Trash, garbage or other waste shall not be kept on any Lot except in covered sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 11. All electrical, telephone and other utility services shall be provided by underground service.

Section 12. Anything in this Declaration to the contrary notwithstanding, so long as, and during the period of time while, Declarant and/or any builder or other purchaser to whom Declarant has sold any Lots, is constructing and selling Dwellings, Declarant reserves the right, for the benefit of itself and for the benefit of such builders or other purchasers to whom such right has been granted by Declarant, to maintain such model dwellings, sales offices, signs and other offices and activities which Declarant may, in its sole discretion, deem advisable.

## ARTICLE VIII

### EASEMENTS

Coleman Farms, Inc. and any assignee to whom such right is expressly assigned, reserves the right, whether or not such right is expressly reserved in any deed of conveyance of any part of the Common Area to the Association, to grant easements over, along, under and through the Common Area to the City of Chesapeake or any utility company for drainage or utility purposes. In addition, a five-foot (5) easement (unless greater width is noted) along and adjacent to all side and rear lines of all Lots is hereby

reserved by Coleman Farms, Inc. for the installation and/or maintenance of utilities and drainage facilities.

## ARTICLE IX

### GENERAL PROVISIONS

Section 1. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by statute, ordinance or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Annexation of additional properties, dedication of any Common Area to a public authority, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Defalcation or Dissolution of the Association. In the event that the Association (1) shall substantially default in the performance of its obligation set forth in this Declaration, in its Articles of Incorporation, its bylaws or other constituent documents; (ii) shall be allowed to substantially cease its operation and/or fail to exercise good faith efforts toward the collection of the assessments hereinbefore provided; (iii) shall become dissolved, by any act, omission, or involuntarily by operation of law, then, in any one or more of the foregoing events, the City of Chesapeake shall have the right, but not the obligation, to assume the functions, duties and responsibilities of the Association for maintenance, and shall have the right, power and authority to levy and collect from each member of the Association, any one or more of the general or special assessments hereinabove provided for, which assessments shall be a lien against the Lots, to the same extent, and with the same effect as if the

Association had neither defalcated nor become dissolved.

## ARTICLE X

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with; provided, however, that notwithstanding anything contained in this Article to the contrary, the provisions of this Article shall not apply to the initial development of any of the Lots or the construction of Dwellings thereon.

IN WITNESS WHEREOF, Coleman Farms, Inc. has caused this Declaration to be signed in its name and behalf by its President, and its corporate seal to be hereto affixed and attested by its Secretary, thereunto duly authorized, this 12th day of October, 1976.

COLEMAN FARMS, INC.  
President

Attest:  
Secretary

STATE OF VIRGINIA

City of Norfolk, to-wit:

I, Sheila C. Green, a notary Public in and for the City and State aforesaid, certify that Lawrence J. Goldrich and I. William Berger, President and Vice President have signed this document.