

Declaration of Covenants, Conditions, and Restrictions

THIS DECLARATION, made on the date hereinafter set forth by THE GORDON BUILDERS & DEVELOPERS, INC., formerly known as Thurner & Gordon, Inc., hereinafter referred to as "Declarant."

Article IX - Protective Covenants and Restrictions

1. No fence or other encroachment shall be erected or permitted beyond twenty (20) feet from the rear of any dwelling.
2. No trade or business of any kind shall be advertised from or transacted on the said premises, except for model houses used by the Declarant; however, this covenant shall not prevent a lawyer, physician, dentist, chiropodist, or any other member of the medical, dental, or legal profession from practicing such profession from said premises, provided that such person so practicing such profession from said premises also resides therein.
3. No clothing, laundry, or wash shall be aired or dried on any portion of the properties.
4. No tire, hedge, or shrub planting shall be maintained in such manner as to obstruct sight liens for vehicular traffic.
5. No noxious or offensive activity shall be carried on upon any portion of the residential property, or shall anything be done thereon or permitted to remain on any lot which may be or become a nuisance or annoyance to the neighborhood.
6. No sign of any kind shall be displayed to the public view on an lot, except temporary real estate signs not more than four square feet in area advertising the property for sale and except for temporary signs erected by Declarant in connection with the construction, lease, or sale of building and lots, and except for signs not more than two square feet displaying the provision of the occupant.
7. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection, unless in containers approved by the Board of Directors of the Association, or by an Architectural Control Committee appointed by the Board. No accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any lot, which shall be maintained in a neat and attractive manner, so as not to detract from the appearance of the entire property.
8. No person shall paint the exterior of any building a color different than the original color of said building without the proposed color having been approved by the Board of Directors of the Association, or by an Architectural Control Committee appointed by the Board.
9. No outside TV antenna or aerial shall be permitted.
10. No junk vehicle, house trailer, boat, or travel or camping trailer shall be kept on any lot or in the common area or parking areas.
11. Nothing, with the exception of neatly stacked firewood, shall be located behind the fence of any townhouse except unless prior approval by the Architectural Guidelines on an annual basis.

Should any resident (owner or tenant) fail to abide by the covenants and restrictions, a violation notice will be sent to the owner of said residence and a copy to the tenant, if appropriate, according to the following violation schedule:

- Remedial: Violations of this nature do not generally require repair but rather a correction of a violation such as removal of garbage cans, picking up trash, removal of items from a common area, stacking firewood, removal of signs and auto violations. The violation will require immediate attention and correction. Either verbal or written notification will be given the owner. A history of violations in this class may lead to a fine will warrant written notification to the owner with a possible fine for any future violations.
- Minor: Violations of this nature generally require minor repair or several hours to correct the violation such as clearing of excess foliage, extensive landscaping and repairs under \$50. A violation notice will be sent to the owner and the violation needs to be corrected within 10 days.
- Major: Violations of this nature will require extensive repair to the property such as painting a majority of the exterior, shutter repair, incorrect exterior paint color and repairs in excess of \$50. A violation notice will be sent to the owner and the violation needs to be corrected within 30 days.

After receipt of the violation notice, the owner has the above-specified number of days to correct the violation or request a hearing on the matter. Should the owner require longer than the above-specified number of days to correct the violation, a request must be made in writing to the Board. There is no extension of time permitted for remedial violations.

If a hearing is requested, the Board will set a date for the hearing and notify the owner by certified mail, return receipt requested, with at least 14 days notice. If no hearing is requested and the violation is not corrected by the above-specified number of days, rules violation charges will be imposed.

At the hearing, both the Board and the homeowner may call witnesses and present documentary evidence to support their case. The Board shall govern the hearing with all evidence being submitted to a three-member arbitration panel where each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision shall be by a majority of all the arbitrators. The Board shall have the right to establish rules and procedures to assist in the selection and conduct of arbitrators. The hearing is not a formal trial. The decision of the arbitrators will be final and binding. A notice of will be sent to the homeowner by certified mail.

After receipt of the decision letter, the homeowner has thirty (30) days to comply with the provisions of the letter. On the 31st day, if the violation still exists, a rules violation charge will be assessed up to a maximum of \$50.00 for each violation and start accruing at a rate of \$5.00 per day for a continuing violation up to the maximum limits allowed under the Virginia Property Owners Act of 1990, as amended July, 1997.