

Address Form
Quarterpath Residential Sub Association No. 1, Inc.



**QUARTERPATH MIXED USE COMMUNITY ASSOCIATION, INC.
QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC.**

**Williamsburg Office: 287 McLaws Circle, Suite 1, Williamsburg, Virginia 23185
Newport News Office: 603 Pilot House Drive, Suite 300, Newport News, VA 23606
Phone: (757) 706-3019 / Fax: (757) 345-6532**

ADDRESS CHANGE

**Please complete this form if your mailing address will not be the property address you are purchasing.
You can return to melissaa@1cbm.com, by fax at 757-534-7765 or mail at
603 Pilot House Drive, Suite 300, Newport News, VA 23606.**

Property Address: _____

Date: _____ / _____ / _____ Time: _____ am/pm

Homeowner Name: _____

New Mailing Address: _____

Phone Number(s): (_____) - _____

(_____) - _____

(_____) - _____

(_____) - _____

E-Mail Address(s) _____

Signature(s) _____

Annual Registration
Quarterpath Residential Sub Association No. 1, Inc.

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON
05-31-2016

NUMBER
0550008585

COMMON INTEREST COMMUNITY BOARD
COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION



QUARTERPATH RESIDENTIAL SUBASSOCIATION NO 1
INC
ANNE M. INGRAM
CHESAPEAKE BAY MANAGEMENT INC
287 MCLAWS CIRCLE, SUITE 1
WILLIAMSBURG, VA 23185



July W. DeBoer
July W. DeBoer Director

Status can be verified at <http://www.dpor.virginia.gov>

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DPOR-LIC (05/2015)

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COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

COMMON INTEREST COMMUNITY BOARD
COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION
NUMBER: 0550008585 EXPIRES: 05-31-2016

QUARTERPATH RESIDENTIAL SUBASSOCIATION NO 1 INC
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Architectural Guidelines
Quarterpath Residential Sub Association No. 1, Inc.



Design Guidelines

Prepared by H&A Architects & Engineers
& Burrell F. Saunders, Architect
Last Revised 01.17.2012

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Introduction

Quarterpath at Williamsburg revolves around 4 key principles:

1. ***A Village Plan*** – Quarterpath at Williamsburg seeks to establish a pedestrian-friendly village which emulates the character of historic Virginia towns, while incorporating modern elements.
2. ***Interaction with the Natural Environment*** – The physical site features dramatic terrain, and through thoughtful planning and site consideration, Quarterpath at Williamsburg will create a harmonious relationship with the natural environment.
3. ***Quality*** – Quarterpath at Williamsburg is adjacent to Colonial Williamsburg and Kingsmill on the James. Quarterpath will be an extension of the high-level, quality design and construction already employed in these communities.
4. ***Location*** – Quarterpath at Williamsburg is located in close proximity to I-64, Route 199, Route 60, dozens of golf courses, and numerous retail outlets, such as the Prime Outlets.

Village Plan

A successful village plan has many components, and Quarterpath at Williamsburg features a number of diverse uses, incorporating residential space (from townhomes to multi-family residential units), office space (from one-man shops to large corporations), retail space (from small boutiques to nationally-recognized chains), restaurants, recreational venues, and healthcare facilities into a cohesive and unified environment. As development progresses, it will be possible to live, work, shop, eat, and play within the same healthy environment.

The Village Green is at the heart of Quarterpath at Williamsburg. All the project's various uses are within a short distance of the Village Green. The project will start in this central location, near the hospital, and grow outward.

One important element of the Village Plan is a mix of architectural styles. Incorporating a variety of styles creates a more interesting project and prevents the cookie cutter feel of suburban sprawl, often evoked by tract housing and office parks. However, in spite of differing architectural styles, street-front porches will be a mainstay for all residential housing in the development.

A Village Plan is different than an urban town center plan in several important ways. For instance, the building heights are lower. The majority of the buildings at Quarterpath at Williamsburg will be one-, two-, or three-stories in height. A Village Plan street grid is irregular. Minor streets are not necessarily-straight, and a much higher quantity of small yards or open spaces relative to urban environments creates more of a "green" feel within the project.

Natural Environment

Quarterpath at Williamsburg is set against the backdrop of natural beauty, with wooded trails, picturesque views, and an abundance of undeveloped land. The area's natural setting caters to a number of outdoor activities, such as biking and hiking. More than a dozen parks are within a short distance of Quarterpath at Williamsburg, including Capital Bike Trail, Redoubt Park, Chickahominy Riverfront Park, Colonial Parkway, and the Historic Jamestown Island Trail.

Quality

Quarterpath at Williamsburg will continue the tradition of the high-quality design and construction found in adjacent communities such as Colonial Williamsburg and Kingsmill on the James. The development will also continue the area's use of traditional and interpretive architecture. The presence of custom architectural design and quality materials will visually confirm the development's commitment to excellence to both residents and visitors alike.

Location

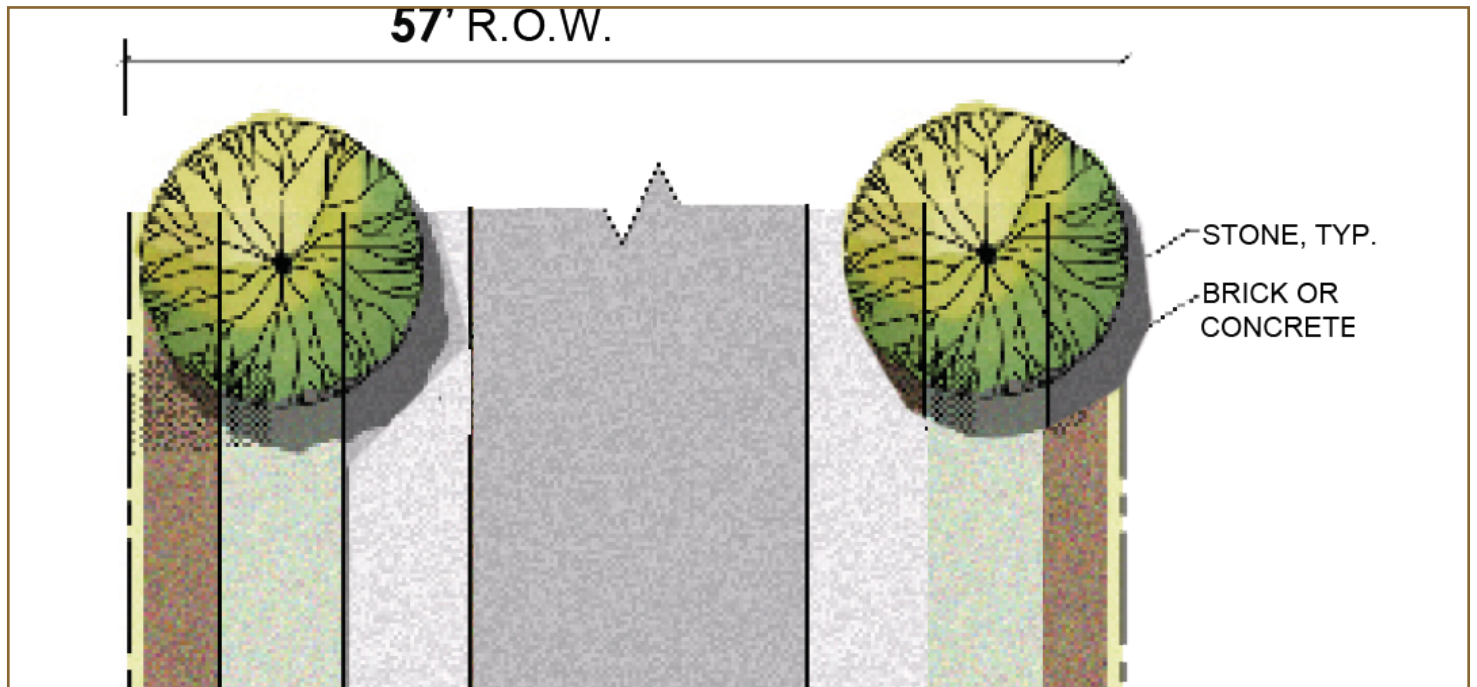
Quarterpath at Williamsburg is in a prime location, situated along the Route 199 and Route 60 corridors and easily accessible from Interstate 64. Because of the resort nature of Williamsburg, literally hundreds of retail and entertainment options, as well as historic landmarks and cultural events, are locally based. In addition to Colonial Williamsburg and Kingsmill, local attractions include Yorktown, Jamestown, The College of William & Mary, Busch Gardens, Water Country USA, Yankee Candle, Prime Outlets, and more.

GOALS AND INTENT

Quarterpath at Williamsburg seeks to establish a pedestrian friendly village emulating the historic charm of neighboring areas, while embracing the vitality of a new residential, retail, and commercial destination. Quarterpath at Williamsburg will package small town living while offering the highest level of quality in craftsmanship and design. Through thoughtful planning and site considerations, the development will forge a harmonious relationship between the existing natural environment and the historic character of Williamsburg. This site’s close proximity to existing retail, Kingsmill, and Interstate 64 make the Quarterpath at Williamsburg development a prime location.

Adjacent to the well-traveled roads of Route 60/ Pocahontas Trail (US 60) and Route 199, the site includes tree-lined streets which embrace the natural contour of the site, streets lined with multi-family dwellings fronted by large porches, a village square surrounded by local retailers and businesses, pedestrian and bike-friendly streets which create a strong sense of place, and parks and a nature trail that promote immersion into the surrounding natural environment.

The Quarterpath development will consist of a mix of various residential dwellings, retail shops, and commercial office buildings. The buildings will represent the successful historical style of the Craftsman, Victorian/Shingle, Colonial Revival, and Interpretive periods. Found locally, these styles are strong and tasteful representations that will create a rich and interesting “village like” character for the area when intertwined. Great efforts will be taken to avoid suburban track housing. The Quarterpath at Williamsburg development will be unparalleled in quality and design.





HISTORY AND ROOTS

One of the first planned cities in America, Williamsburg was laid out in 1699 as a “new and well-ordered city” to sustain the American Colony’s largest population hub. As the former capital of Virginia, it once served as the center of political, religious, economic, and social life. Today, Williamsburg remains home to The College of William & Mary and serves as the epicenter for preservation and interpretation of American Colonial history.

Historically, Quarterpath Road is one of the oldest roads in James City County as well as the City of Williamsburg. It once provided the most direct route between Williamsburg and Burwell’s Landing on the James River. During the American Revolutionary War, British troops walked along this road to steal gunpowder and munitions from the colony’s stores in Williamsburg. 19th Century earthen redoubts established along Quarterpath road during the American Civil War remain to this day undisturbed.

During the Civil War, earthen redoubts were established along Quarterpath road as part of the defenses of Fort Magruder. The Battle of Williamsburg was fought near to the project in 1862.

Throughout much of the 20th Century, Colonial Williamsburg (CW) Foundation owned the land adjacent to Quarterpath road and Tutters Neck Pond. The CW Foundation sold the Quarterpath property to Riverside Health System, enhancing the local economy and complimenting the Colonial Williamsburg area. Currently, it is the largest undeveloped tract of land in the city. As part of its contributions to the city, Riverside Health Systems donated 22 acres to create “Redoubt Park” preserving the natural beauty and Civil War history that occurred in the area.





Style Guidelines & Building Types

STYLES

The four historic styles which are still relevant to today’s home construction and are present in the Tidewater region are:

- The Craftsman Style (Arts and Crafts)
- The Victorian and the Shingle Style
- The Colonial Revival Style
- Interpretive Style

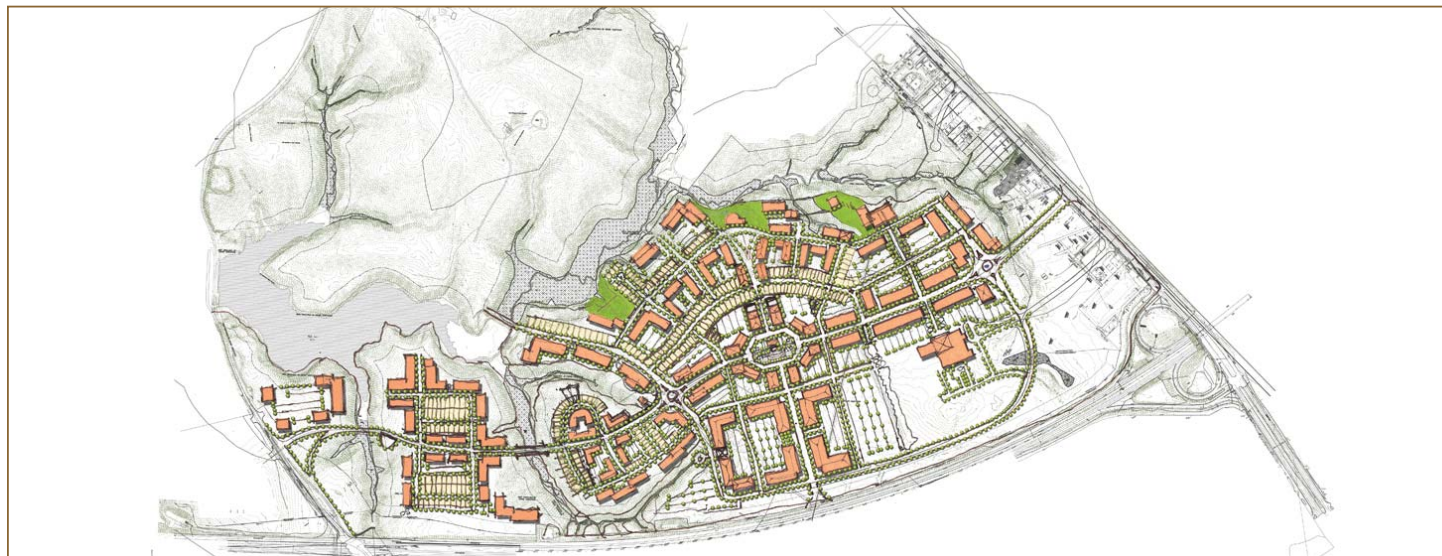
These styles are considered by many architects and designers to be history’s best housing styles in terms of design quality, the appropriate aesthetic compliment to our climate, and honesty of materials. To allow some fresh creativity, another category called the “Interpretive Style” is added to the list and is discussed in detail in this document.

It is important to note that only the major features of the above styles need be used. It is not Quarterpath’s desire to stifle the creativity of the designer. Strict adherence to every historical detail is not required, but general elements and materials are. A builder is required to use a professional architect who understands how to achieve and interpret these requirements. In fact, designs capturing the flavor of the styles in a fresh and creative manner are very much encouraged.

STREETS

As seen on the overall master plan, several general streets districts are established: Each street will have a unique character; this, in combination with the various building styles, creates a sense of identity throughout the Quarterpath development.

- Main Street (Arterial)
- Residential Streets
- Mixed Retail/Residential and Retail/Office Streets (along Battery Blvd. and the Town Square)
- Commercial Office Streets





CRAFTSMAN STYLE (ARTS AND CRAFTS)

The Craftsman Style period of homes gained popularity in the early 20th century as a reaction to the more elaborate Victorian style. The Craftsman sought a simpler, more honest appearance that portrayed the materials as well as reflecting the person that ‘crafted’ the building in a natural and simple manner. This style was a major force in places throughout the county, and the Tidewater area of Virginia also received many fine examples. It was popular for cottage-size homes as well as for larger estates and mansions.

FEATURES

- Low pitched (3 in 12 to 5 in 12) hip or gable
- Wide overhangs (made possible by the low pitch)
- Braces and exposed beams supporting the wide overhangs
- Large predominant front porches
- Porches are often built under the main roofs
- 1 ½ to 2 ½ stories high maximum
- Ample windows with vertical divided lights in the top panel
- Tapered posts; round or square
- Porch piers often of brick
- Exposed rafter ends at eaves
- Exposed beam ends at gable eaves (or decorative bracing)
- Masonry base at the basement or foundation wall
- Horizontal lap siding, brick or shingles
- Simple trim; often oversized but with little other decorative features
- Dormers usually shed type and often large

See sections on porches and materials in the Architectural Design Guidelines section for more information.

VICTORIAN AND THE SHINGLE STYLE

The Victorian period is recognized and renowned for the highly decorative and complex buildings. Shingle Style is a sub-section of this varied and long period. Shingle Style buildings were simpler in massing and especially in materials. Shingle Style gets its name because the exterior often was covered in wood shingles.

The applied decoration of the Victorian style, known as the 'gingerbread' aspect it is often associated with, was largely not present in the Shingle Style. Other features included large front and side porches, often built into the main body of the building or main roof line. Ample windows were also used. To allow greater design flexibility horizontal lap siding may be used in lieu of shingles. Ideally, however, a combination of the two creates an extremely aesthetically pleasing product. (see Architectural Design Guidelines: Exterior Materials).

FEATURES

- Roof slopes in the mid range (6 in 12 to 8 in 12)
- Wood or fiber cement shingles or horizontal lap siding with few other exterior materials
- Large porches, usually spanning the entire front
- Hip and gables
- Porches often under a primary roof
- Wrap-around porches
- Large and numerous windows with decorative, functional mullions
- Porch posts either round with simple capitals or square
- Tapered posts
- Porches with solid parapet walls instead of railings
Simple railings are allowed. Turned and wrought iron railings are disallowed
- Shingle covered post piers when railings are used on porches
- With or without exposed rafters at eaves
- Bottom of eaves parallel to roof slope
- Simple trim with little other decorative features
- Mass emphasized by single simple exterior material (shingles)
- Can be complex or simple in mass (extensions and wings, etc.)
- Dormers of numerous types and shapes

See sections on porches and materials in Architectural Design Guidelines section for more information.



COLONIAL REVIVAL STYLE

Buildings in the Colonial Revival Style recreated the more simple Colonial farmhouse, through the addition of larger porches, windows and gable dormers. Decoration was more elaborate, but still understated and controlled. Most decoration was concentrated on the porch capitals, entrance door transoms, sidelights and cornices. Floor-to-ceiling heights were higher than other styles and windows narrower due to the limited availability of glass in Colonial era. Siding materials were predominantly horizontal lap siding, although brick is also common.

FEATURES

- Gable roofs with varying slopes (from 5 in 12 to 8 in 12)
- Large front porches and porch columns, often on second floor as well
- Often larger counter gables
- Shallower overhangs, often none
- Little expression of roof structure (exposed rafters and braces)
- More vertical in proportion
- Almost always at least two stories high
- Porches never under main roofs
- Dormers usually small and gabled
- Symmetrical front facades
- Higher floor-to-ceiling heights
- Narrower, smaller windows with divided lights
- Classical detailing: cornices, columns, column capitals, lintels
- Horizontal siding or brick

See sections on porches and materials in Architectural Design Guidelines section for more information.



INTERPRETIVE STYLE

The Interpretive Style encompasses design with less regard to historic styles, having a design approach sympathetic and compatible with nature, modern lifestyle and the outdoors, while keeping to quality materials. A certain historic style is often used as a point of departure for the end design. As such, there are no specific guidelines dictating form. The Interpretive style seeks fresh, creative designs which explore new ways of living through experiencing a residential building with a backdrop setting harking back to the outdoors.

SUGGESTED FEATURES

- Exposed heavy timbers and posts
- Large areas of glass
- Open air but roofed outdoor areas
- Roof slopes vary widely
- Floor-to-ceiling heights vary widely
- Ample openings to outdoors
- Historic styles as points of departure
- Reference to historic styles through shape and materials, not decoration



ROWHOUSE TYPE

Rowhouses are comprised of a row of houses each sharing at least one side. They share at least one common lot line. Rowhouses can also be of any style covered in the design guidelines, but it is recommended that an entire group of townhouses be variations within the same style. Rowhouses are common in the traditional Colonial and Interpretive Styles. (Terms rowhouse and townhouse are used interchangeably throughout this document)

FEATURES OF A ROWHOUSE

- Side yards for end units
- Minimal front yards
- Front porches on main streets are encouraged - approximately 1/3 of building front
- Porches vary between adjacent units in a group of rowhouses
- Sloped roofs are preferred
- Two or three stories in height
- Usually of brick, stucco, or lap siding
- Garages located in the rear of the building and can be attached or detached
- No more than three rowhouses of the same design (facade) in a row
- Rowhouses are rear loading unless the topography dictates front loading units
- Screening around unsightly features visible from the street such as HVAC units, trash, meters, etc. Rooftop HVAC units is required
- Staggering building frontage for adjacent units encouraged to create small yards
- 20% open space required
- Landscaped areas around and between buildings encourage



LARGE MULTIFAMILY TYPE

Large multifamily buildings include individual units within a larger building complex, sharing common spaces such as halls, elevators, stairs, and amenities. These buildings are three to four stories in height, and are encouraged to have commercial space on the ground floor where feasible.

FEATURES OF LARGE MULTIFAMILY BUILDINGS

- Shared common areas
- Four stories on all street fronting sides with four stories on rear side - site topography permitting
- Balconies provided for every unit above the first floor
- Porches on all first floor units
- Retail on first floor only
- Screened parking located under and in the back of the building
- Shared parking areas between different uses encouraged
- 20% open space required
- Landscaped areas around and between buildings encouraged

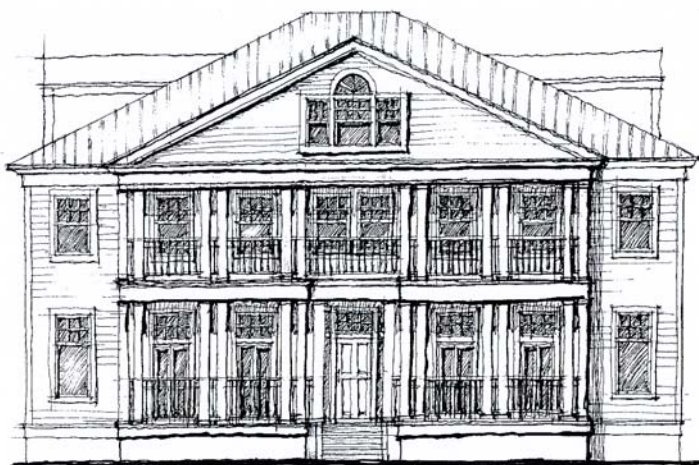


SMALL MULTIFAMILY TYPE

Small multifamily type buildings include individually owned units within a larger building complex that share common spaces such as the halls, elevators, stairs, and amenities. These buildings are two or three stories with residential units located on all floors.

FEATURES OF A SMALL MULTIFAMILY

- Shared common areas
- Individually owned units
- Balconies, porches or patios provided for each unit
- Porches fronting on main streets approximately 1/3 of building front
- No retail on first floor permitted
- Parking located on the street, on the ground level, and in at-grade lots located on the parcel.
- 20% open space required
- Landscaped areas bordering the lot as well as between buildings encouraged



RETAIL - SMALL OFFICE TYPE

Retail/small office buildings are located mainly along Battery Blvd. and the Town Square. Retail/office buildings can be one story, but two or three stories are a more efficient use of land, with retail/offices located on the first floor, and offices/residential above.

FEATURES OF A RETAIL/SMALL OFFICE

- Retail on the first floor with offices or residential above
- Roofs can be sloped or flat if a decorative parapet is used
- A minimum of 60 feet and a maximum of 250 feet should occur in any one building group
- One to three stories in height
- Predominately masonry and glass
- Parking located on the street and in the rear of the building
- Use of sidewalk area for planters, awnings, outdoor seating, and furniture encouraged
- 20% open space required
- Landscaped areas around and between buildings encouraged

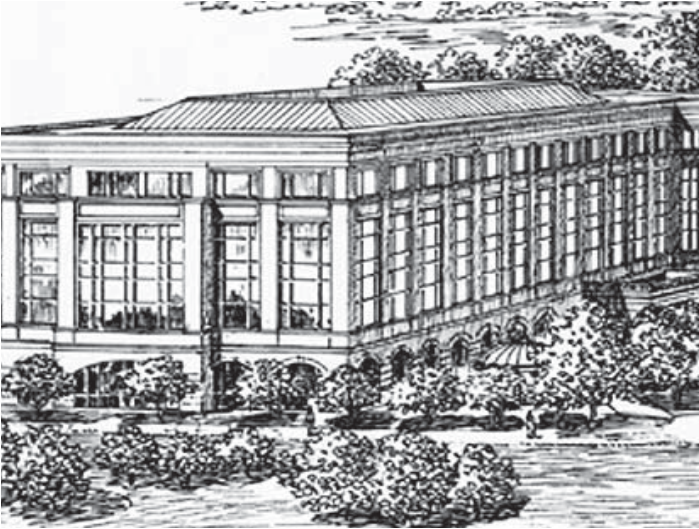


CORPORATE/PROFESSIONAL OFFICE TYPE

Corporate offices buildings are larger structures that consist of several tenants sharing common spaces such as the lobby and interior core. These buildings will be three to four stories and located along streets closer to Route 199, and may also be medical service office buildings.

FEATURES OF A RETAIL/SMALL OFFICE

- Shared lobby and core features such as stairs, rest-rooms, sitting areas, etc.
- 20% open space required
- Landscaped areas around and between buildings encouraged





Architectural Design Guidelines

ROWHOUSE (RH)

ROWHOUSE SITE

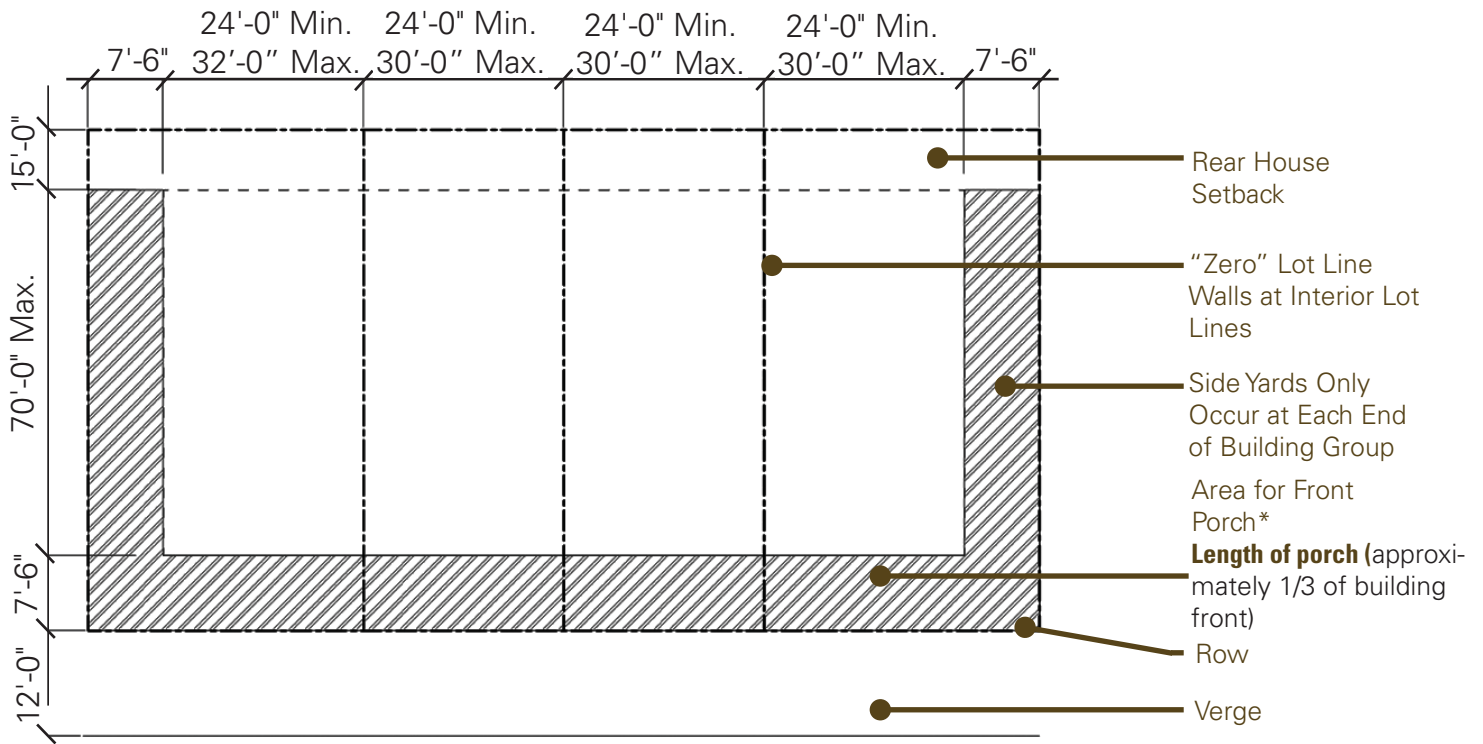
Building units on a Rowhouse site vary by owner or occupant between floors as well as adjacent to each other. The zoning designation is (ED).

ROWHOUSE

Minimum Lot Dimensions	20 ft X 50 ft
Minimum Floor Area per Floor (per unit)	800 SF
Maximum Number of Floors	3
Minimum Number of Floors	2



15' - 0" rear set back, if an alleyway exists set back changes to 5' - 0"



DRAWING NOT TO SCALE

MULTIFAMILY - LARGE (MF-LG)

MULTIFAMILY - LARGE SITES

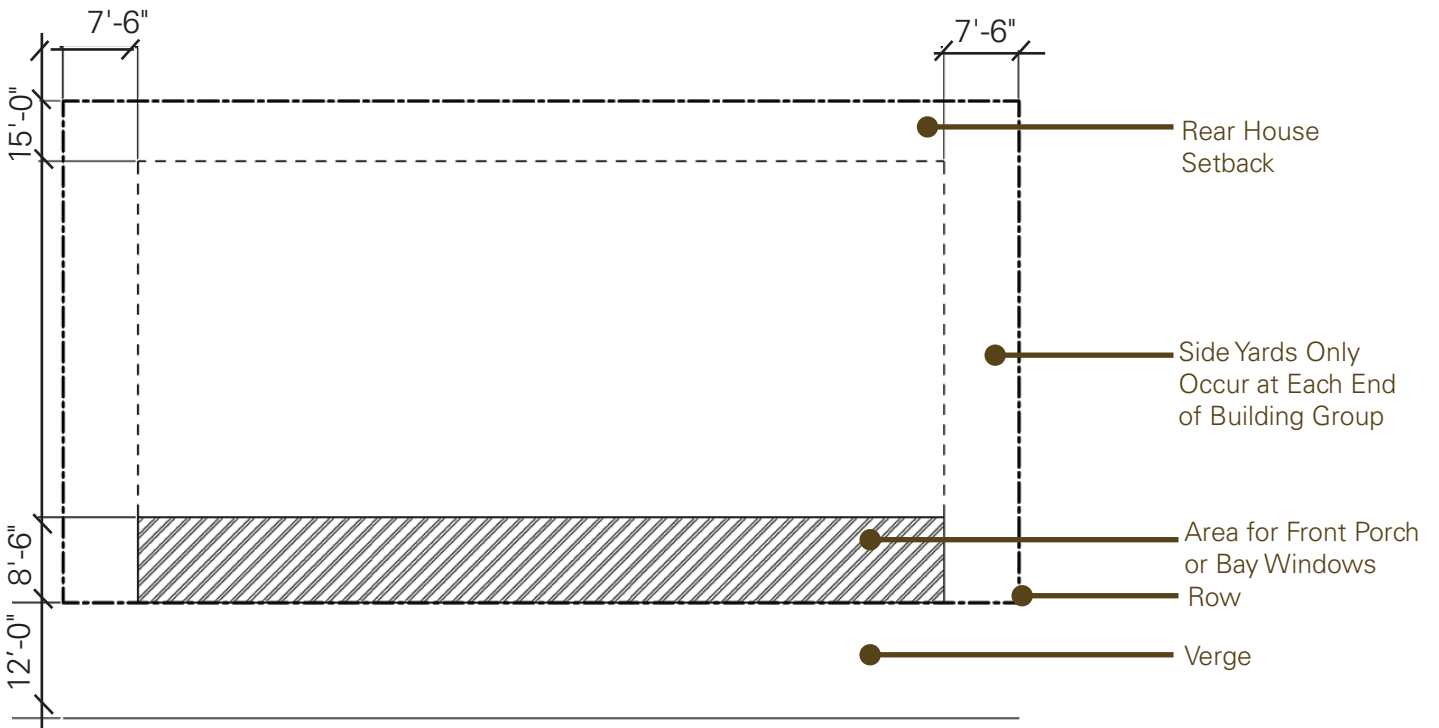
Building units on residential multifamily lots vary by owner or occupant between floors as well as adjacent to each other. The zoning designation is ED.

MULTIFAMILY LARGE

Minimum Floor Area per Floor	10,000 SF
Maximum Number of Floors	5
Minimum Number of Floors	3



15' - 0" rear set back, if an alleyway exists set back changes to 5' - 0"



DRAWING NOT TO SCALE

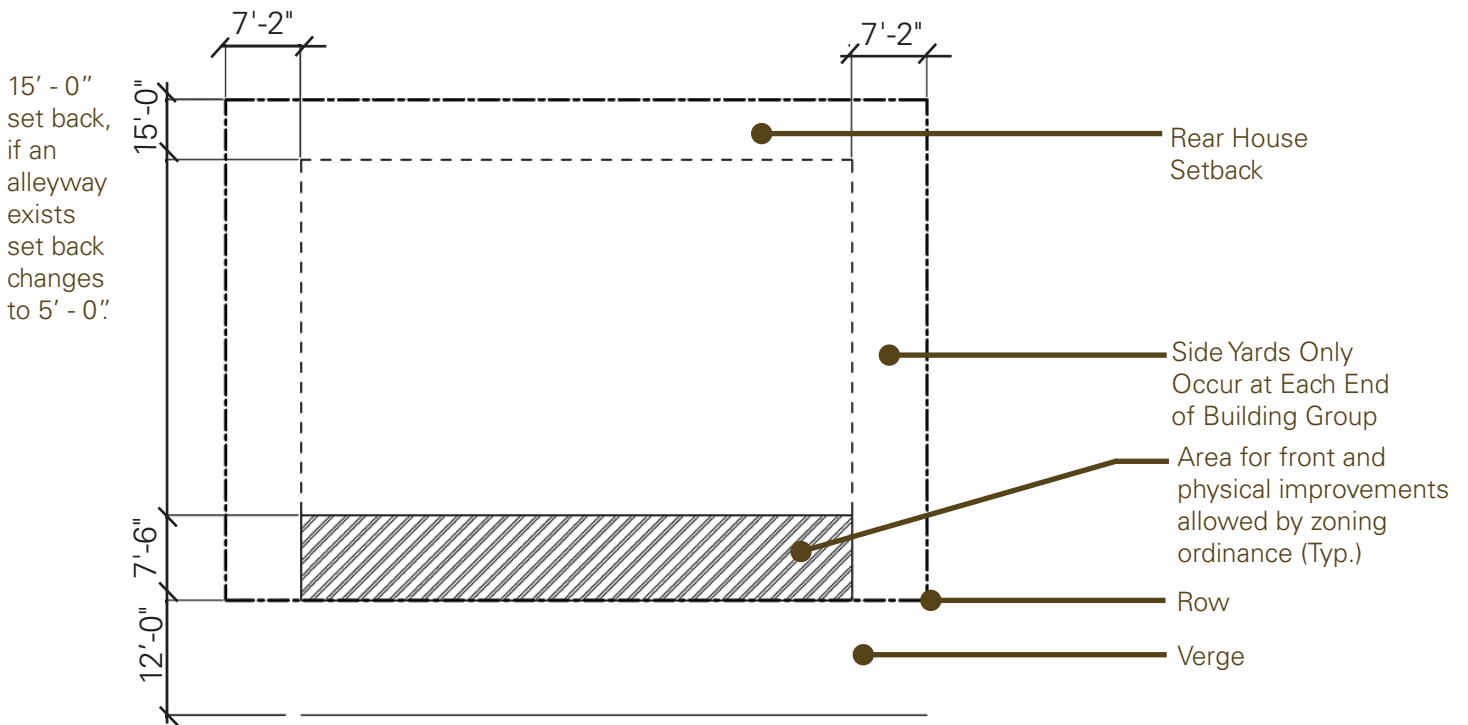
MULTIFAMILY - SMALL (MF-SM)

MULTIFAMILY - SMALL SITES

Building units on small multifamily lots vary owner or occupant between floors as well as adjacent to each other. The zoning designation is an Economic District (ED).

MULTIFAMILY - SMALL

- Minimum Floor Area per Floor 3,000 SF
- Maximum Number of Floors 3
- Minimum Number of Floors 1



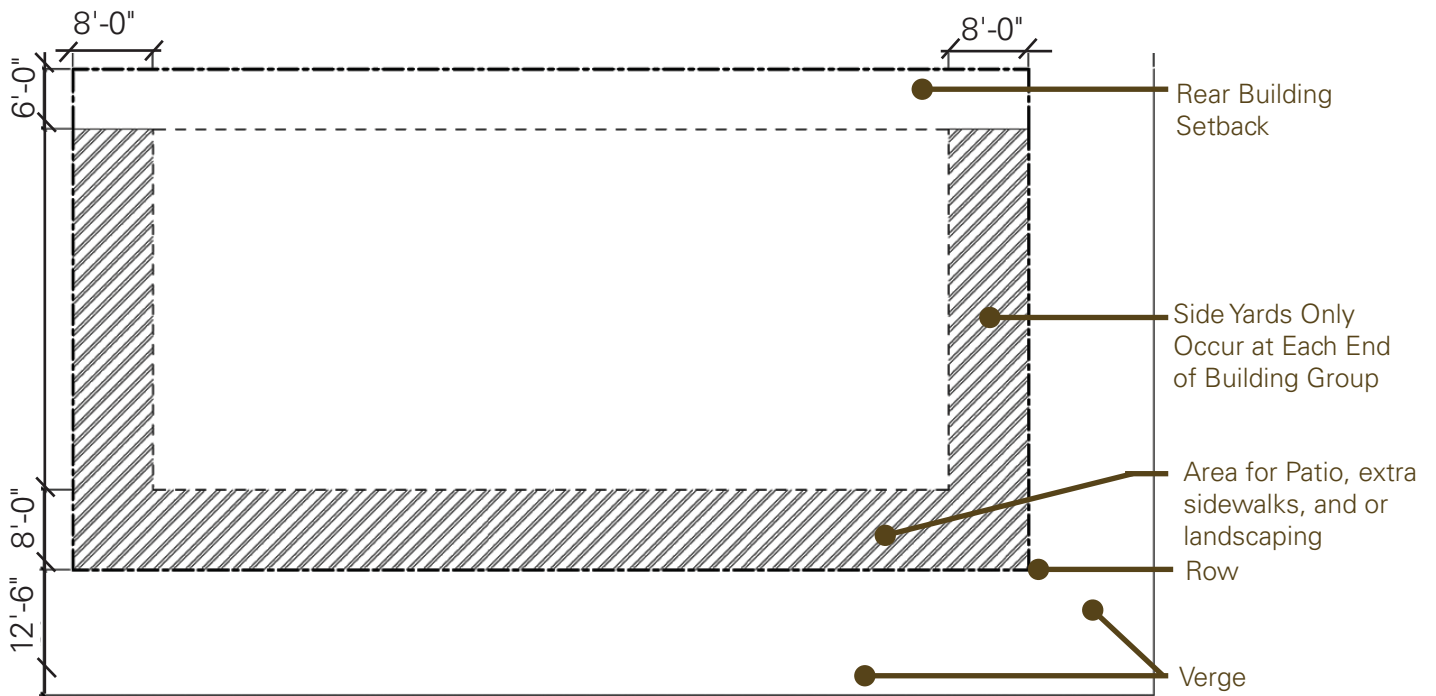
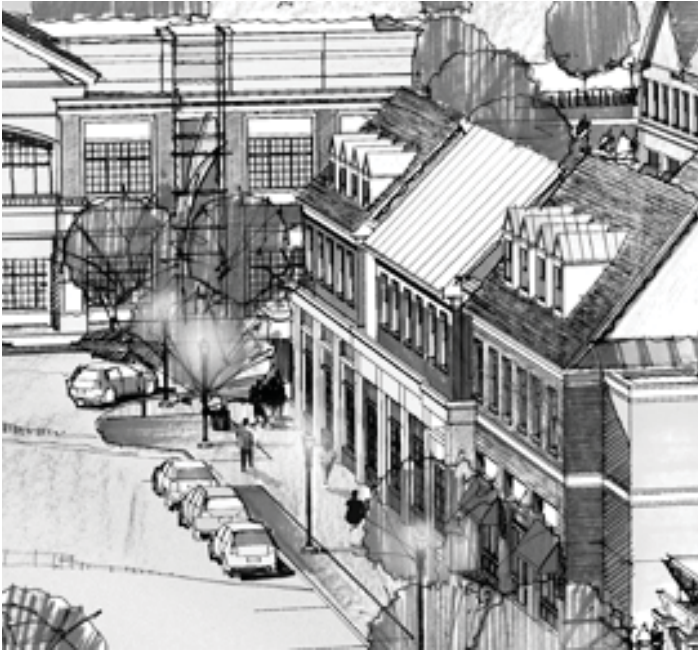
DRAWING NOT TO SCALE

RETAIL - SMALL OFFICE (RE-SO)

Building units on a retail lot vary amongst owner or occupant between floors as well as their relative space being adjacent to each other. Buildings will be one to three stories with retail/office on the first floor, with office/residential above. The zoning designation is ED.

RETAIL BUILDINGS SITES

Minimum Floor Area per Floor	2,000 SF
Maximum Number of Floors	3
Minimum Number of Floors	1



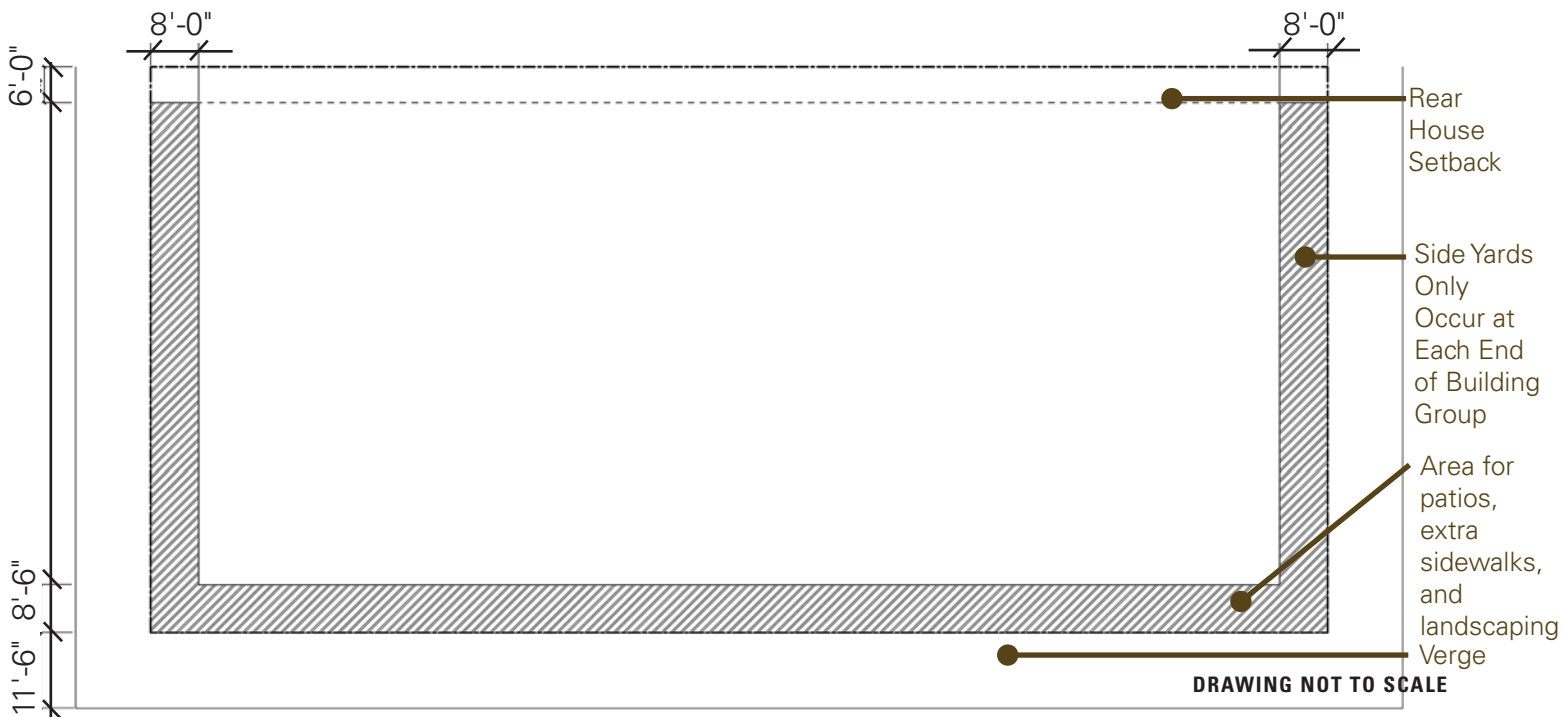
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CORPORATE/PROFESSIONAL OFFICE BUILDINGS (CO)

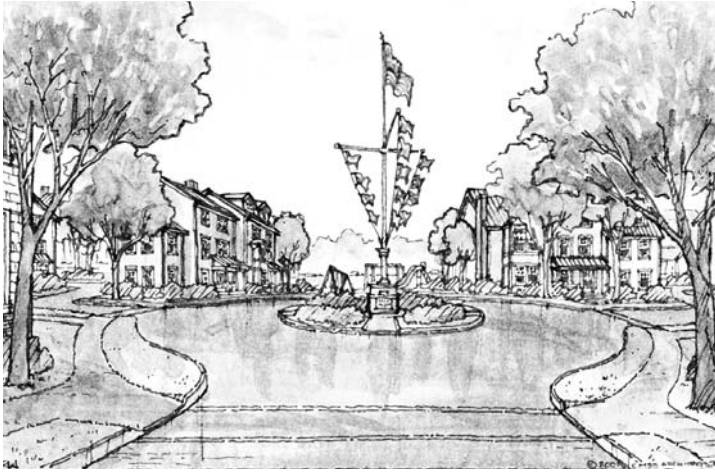
Building units on corporate building sites vary owner or occupant between floors as well as adjacent to each other. The zoning designation is ED.

CORPORATE OFFICES

Minimum Floor Area per Floor	10,000 SF
Maximum Number of Floors	4
Minimum Number of Floors	2



LOTS ON THE VILLAGE SQUARE



Some lots surround outdoor spaces for special uses. These buildings create enclosure for these outdoor “rooms.” To strengthen the enclosing street wall, the following adjustments are requested to lots on the following streets:

- Battery Blvd.

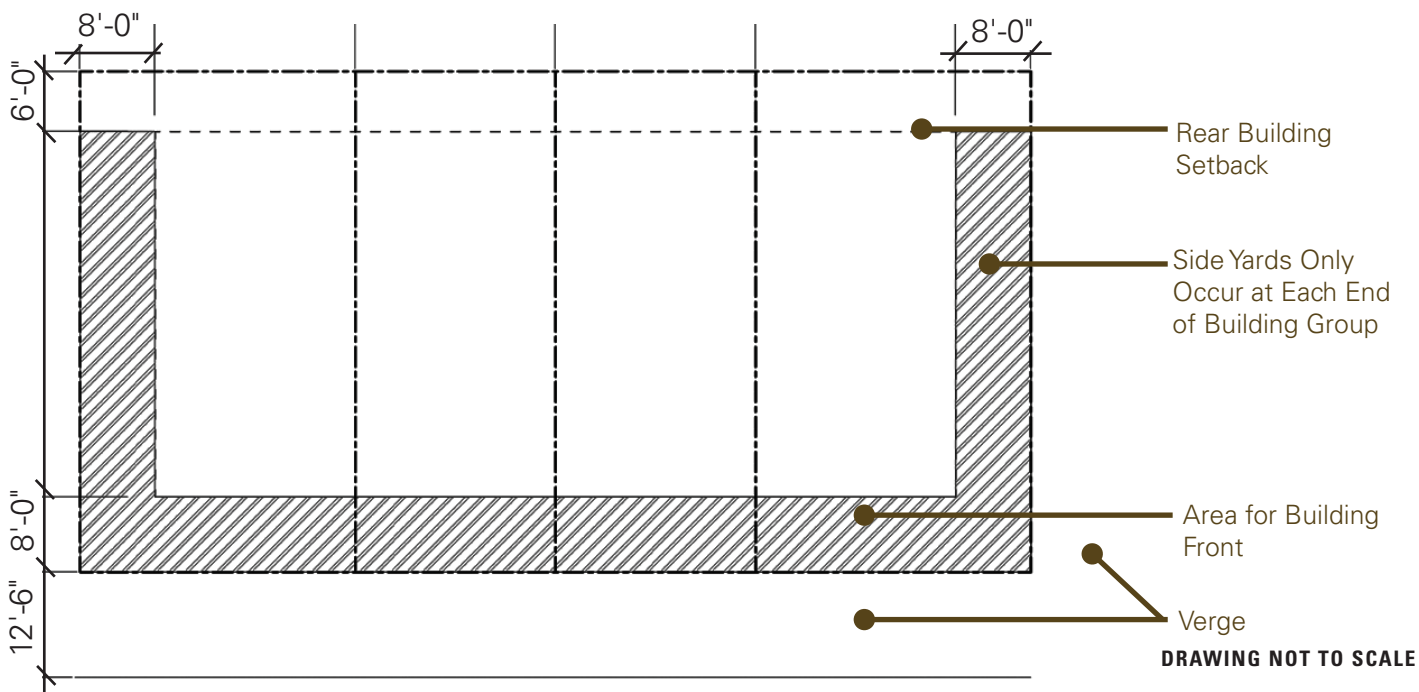
In general the information below shows that buildings need to be slightly larger per floor, and slightly modified setbacks. The most significant setback variation is the establishment of maximum yard setbacks. Porches for townhouse buildings are larger, too.

LOTS ON SPECIAL STREETS

Maximum Number of Floors 4

Minimum Number of Floors 1

* The porches or bay windows should occupy a minimum of 1/3 of the building frontage. Second-story porches are recommended on all RH on Battery Blvd.



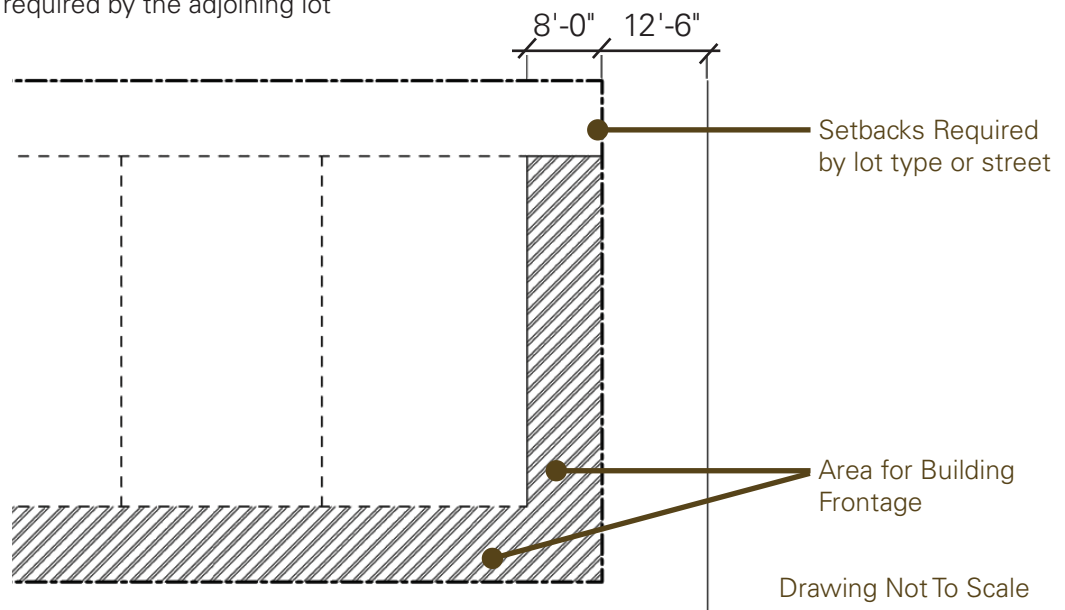
CORNERS FOR TOWNHOUSE LOTS (CL)

Corners occur for all property sizes and types. Due to the double street exposure, added requirements for the side of the 'second' street are as follows:

- Porches must occupy frontage on the second street as well as the main street.
- The secondary street porch must occupy a minimum of 20% of the side frontage or 15 feet, whichever is less.
- All front porch requirements apply to the side porch.
- The yard setback on the side street should follow the same minimum/maximum requirement for the next adjoining lot on that side street.
- Landscaping and/or fences from the front yard should wrap around the entire side yard and be of equal quality and character to the front.
- The design of the side facade should be of equal quality and character as the front facade. Largely blank facades with fewer windows and other features should not be allowed.
- Exposure from street of under-landscaped backyards, equipment, trash, HVAC units, or other unsightly features is not allowed.
- Where backyards are exposed to view they shall follow all the standards set by the guidelines and have landscaping of similar quality and amount as front yards.
- Backyard patios, porches, decks or screened rooms are allowed to be exposed to view and vary from the landscape standards of the front yard. The Design Review Committee will review these cases individually.
- Primary side entrances permitted for corner lots.



* Porch length should be no less than required by the adjoining lot



ENCROACHMENTS

Front yard porch setbacks and sideyards can be encroached on by the following items, but not greater than stipulated here:

- Eaves and Overhangs 3'
- Steps and Exterior Stairs. 5'
- House Signs 18"
- Lighting 1'
- Bay or Box Windows 6'
(not exceeding 6' in width)

Materials for private driveways which are not extensions of alley 'spur's can be any of the following: brick, stone pavers, concrete, asphalt, modular grass/sand mats, or 'track' type concrete with grass center medians. Loose gravel is not allowed.

DRIVEWAYS

Alleys or designated access easements are available for the majority of properties and must be used where provided. Where a lot adjoins the end of an alley or an alley 'spur,' the following rules apply. Please note that the "extension" of the alley is the responsibility of the owner and should match the alley beyond in materials and quality. All alley extensions are to be approved by the Developer and the Design Review Committee.



DIVERSITY AND DESIGN MIX

The view at left is of a possible village street and represents the design diversity sought at Quarterpath at Williamsburg. No two adjacent townhomes should be of the same design in general.

The following design items may be changed from townhouse to townhouse.

- Townhouse style/layout
- Height and number of floors
- Front yard setback distance
- Porch design/size
- Exterior material
- Townhouse color
- Rails, fences and trim detailing

The following rules will be applied by the Design Review Committee when evaluating a townhouse design on its block:

1. Only two similar townhouse elevations will be allowed on any block if they are not next to each other.
2. A plan may be 'flipped' and be next door as long as the color and two other design items are different.
3. Roof styles should vary every third townhouse.
4. Every third townhouse or more should have at least a three foot front yard set back variation.
5. Every third townhouse should vary the exterior material.
6. The same color brick or siding townhouse should not occur more than every fourth townhouse.



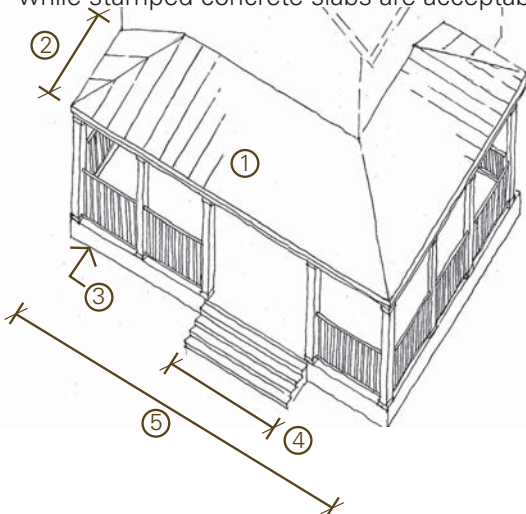
FRONT PORCHES

Front porches were historically, and still are, one of the most important and strongest architectural features of a building.

As the strongest feature, the front porch is an important place for house style to display itself. After all, the porch is the closest thing to the street and the passerby's eye. Hence the porch must conform to and enhance the building's style.

Below are the common features for all Quarterpath porches. More information can be found in the lot sizes chapter and in this chapter. However, variations may be approved by the Design Review Committee.

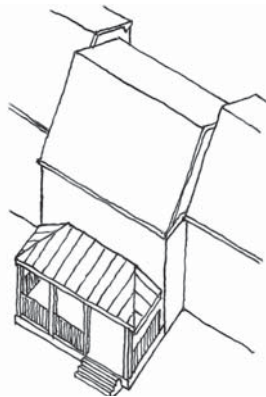
1. All front porches must have roofs, decks, or be built under the floor or main roof above.
2. The area below a porch should be enclosed with exterior materials similar to the house.
3. Main entrance steps should be at least four feet wide.
4. All porches must be one third the width of the house but no less than 10 ft. minimum, except for the colonial revival, which can have a covered stoop. Larger porches are encouraged.
5. Depth of the porch should be no less than six feet.
6. There is no maximum depth to a porch. The main house can be set back any distance as long as it makes full contact with the porch and the porch follows setback requirements.
7. Significant glazing must be present looking onto the porch.
8. The main entrance must occur through the front porch.
9. Detailing and decoration varies with the house style.
10. Concrete finished slab porches are not allowed, while stamped concrete slabs are acceptable.



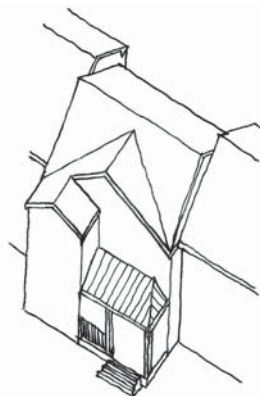
PORCH POSSIBILITIES

The range of porch type, size and design is large. The entire arrangement of townhouse and porch can also go far in determining how the porch is used and how much benefit is derived. The Quarterpath at Williamsburg is strongly encouraging the porch as a principal area for family activity and enjoyment. Also, the benefits to the vitality and safety of the street can not be over-emphasized. To maximize the success of a porch, it is therefore highly recommended that an architect or professional designer be used.

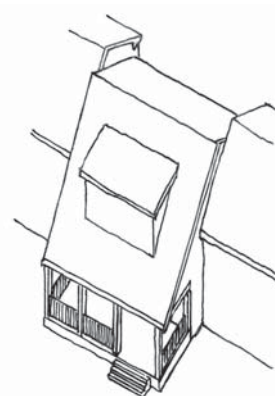
Although minimum size and style of porches are to follow the guidelines, ample variation can occur. One story or two stories height, full frontage or partial, attached to the house or recessed into it—all are possible. Below are just a few diagrams of possibilities. Since some attributes are more common in one style than in others, following this page are the features more common to a particular style.



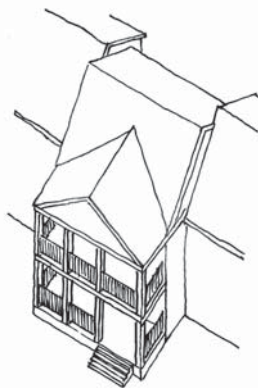
FULL FRONTAGE ONE STORY



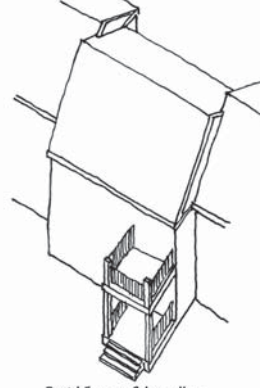
PARTIAL FRONTAGE ONE STORY



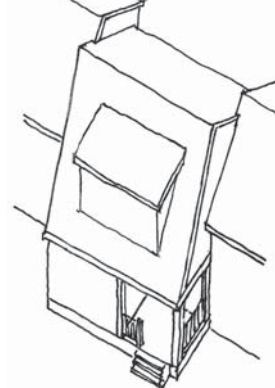
FULL FRONTAGE BUILT UNDER MAIN ROOF



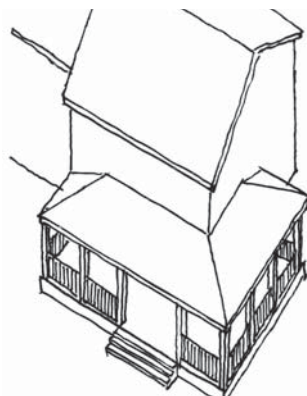
FULL FRONTAGE TWO STORY ATTACHED



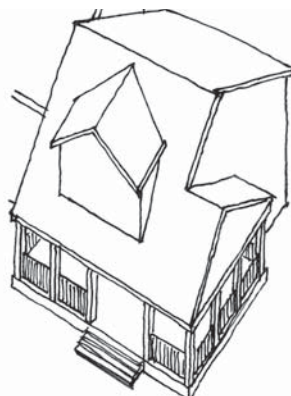
PARTIAL FRONTAGE WITH BALCONY ABOVE



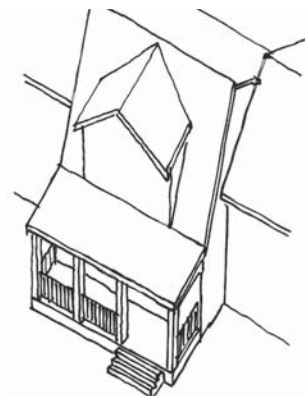
PARTIAL FRONTAGE BUILT UNDER MAIN ROOF



WRAP AROUND ONE STORY



WRAP-AROUND BLENDED WITH MAIN ROOF



FULL FRONTAGE ATTACHED OR UNDER MAIN ROOF

PORCHES BY STYLE

VICTORIAN & SHINGLE

The Shingle style porch can be attached or built into the main body of the house. Both options are equally common. The most significant features were the solid post bases or parapets instead of railings and the simpler posts/columns. The sketches below attempt to portray these three main qualities: attached/built in, solid post bases/rails, and simpler posts. Where solid parapets are used instead of rails or a pier type base, they are clad with shingles. Posts can be round or square and or tapered but are never overly decorated. Colonial 'classical' columns are disallowed. Simple bases and capitals are requested. Rails can be open or solid but turned railings are not allowed.



BUILT IN

Expressed Cross Beam,
min. 12" deep

Solid parapet,
Instead of Railings



ATTACHED

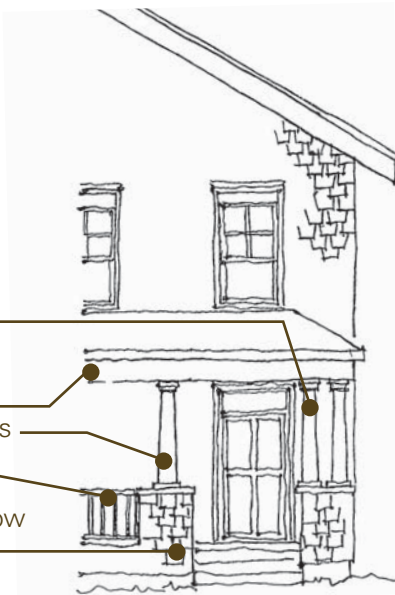
Double Columns

Simple Beam / Cornice,
min. 12" deep

Decorative Support Posts

Open Rail

Solid Shingle Bases Below
Posts



COLONIAL REVIVAL PORCHES

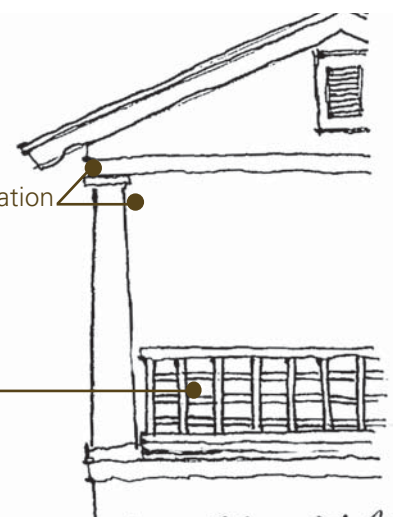
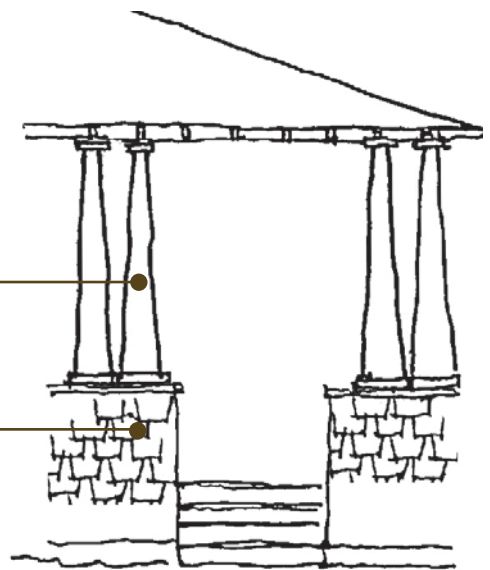
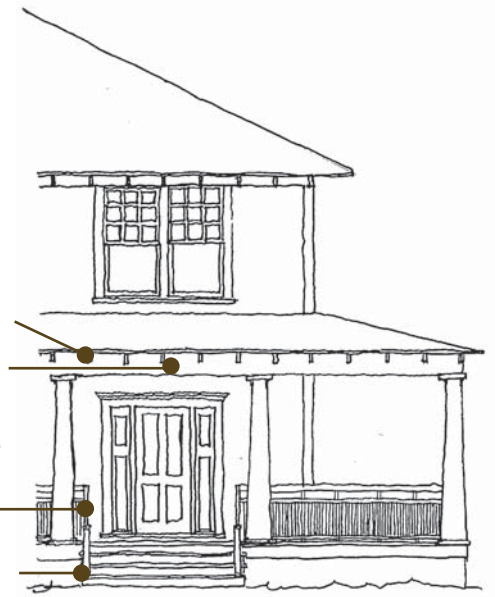
The Colonial Revival porch has two main characteristics. They are always attached to the house, and classical detailing and columns are always used. Often the columns and porch heights are oversized much like the Greek temple.

The drawings and photos below depict some of the range in features, number of stories and size. Variations to these guidelines may be approved by the Design Review Committee.



ARTS AND CRAFTS PORCHES (CRAFTSMAN)

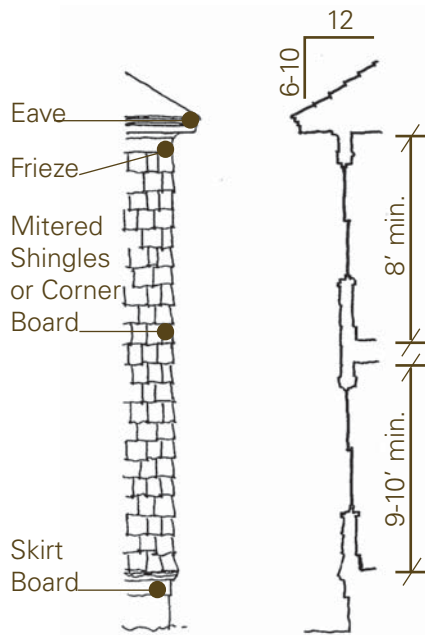
The Arts and Crafts porch shares many of the features of the Shingle style including the clad post piers and parapet rails. The most common and evident aspects were porches built under the main roof, the tapered posts (often double twins), and the simple but unique rail designs. Of course, exposed rafters and/or eave braces go without saying. When solid post bases or rails were done, they were usually brick.



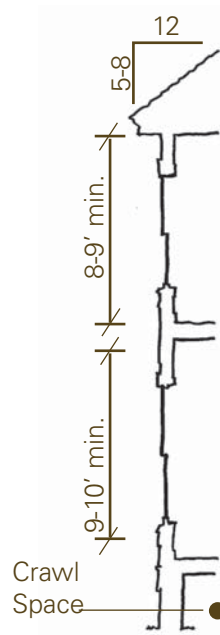
RESIDENTIAL ROOFS & DETAILING

The following wall sections and details show further the variations between these styles.

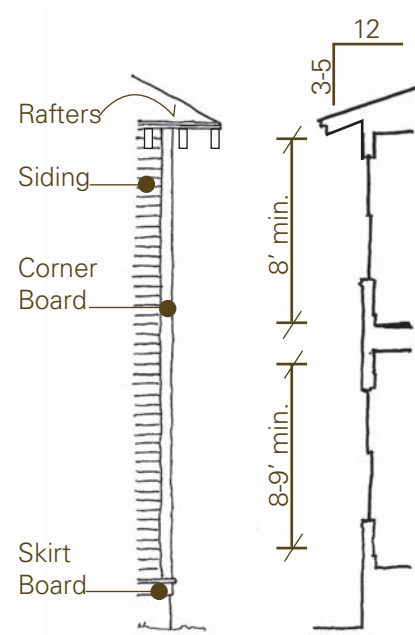
***The Interpretive style roof and detailing will be derived from the features of the Victorian/Shingle, Colonial Revival, and Craftsman styles.



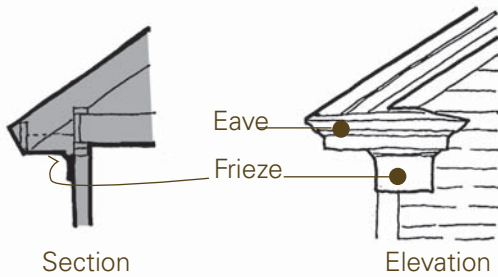
SHINGLE



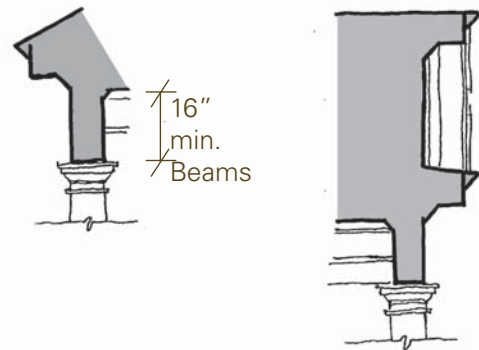
COLONIAL REVIVAL



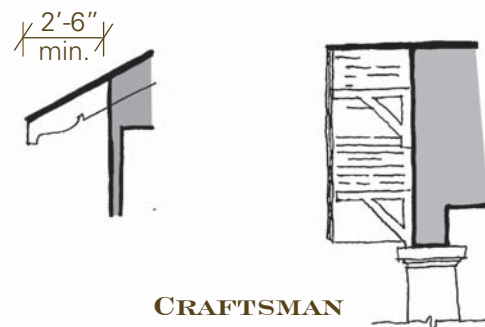
CRAFTSMAN



COLONIAL



SHINGLE & CRAFTSMAN



CRAFTSMAN

EXTERIOR MATERIALS

Next in level of importance are the exterior materials. While these change, heavy materials will produce design interest and clarity of composition. The exception to this limitation is found in the Interpretive style. For Interpretive designs, no limit is placed as long as disallowed materials between styles are fluid, which is mainly based according to its location within the country. In the Tidewater region, the most predominantly found materials are horizontal wood lap siding or brick. No aluminum or vinyl siding will be allowed. Architectural vinyl accents may be considered by the Design Review Committee. Stucco is discouraged. Colors and materials must be submitted for review with samples and chips.

Recommended materials are summarized as follows:

ALLOWED	NOT ALLOWED
Horizontal Siding	Aluminum Siding
Brick & Stone	Vinyl Siding
Slate Shingle	Wood Shingle Roofs
Paneling*	Standard Grade Shingle Roofs
Vertical Board and Batten*	Rubber & Membrane Roofs
Stucco - No EIFS	(exposed to view)
Fiber Cement Siding	
Metal Roofs with Expressed Splines	
Arch Grade Shingle Roofs	
Shingles	

COLORS

The color palette for residential use is not limited to a particular range or family of colors. In general a lively and interesting display of personal tastes and creativity is welcomed, but they must be approved. Only three requests are made:

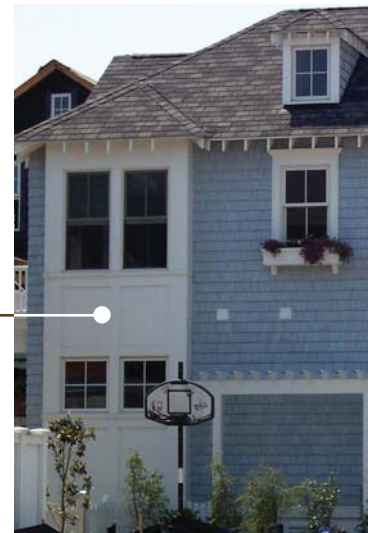
1. Look at the houses on your block and try to find a color that is missing. If a couple of bright primary colors are already present or proposed, choose to go more subtle and earth-toned. A block of primary colored houses is not welcomed; the majority should be more subtle and earthy.
2. Highly contrasting trim and siding color should be used only where strong architectural composition deserves it. Otherwise contrast is not welcomed. Change should be subtle. This goes for the window frame color as well.
3. Very dark colors and stains are also not desirable but can occur much like a primary color.

SUGGESTIONS & REQUESTS

In keeping with a goal of quality homes with progressive and interesting design, the following points are made or required.

1. Brick or stone on foundation walls and below porches is required to improve the stature and enliven a house.
2. Brick or stone can be extended into the upper floors without covering the entire house if done carefully.
3. Examples of this extension of brick or stone into upper reaches is at porch railings and post bases or a brick wainscot wrapping the entire house.
4. Brick or stone not wrapping all sides of the house is discouraged, as is an all brick house (dark and drab).
5. Enrich a design by changing the material or siding direction at gable peaks.
6. Windows can be grouped with a material and color change to create interesting massing.

*Note: Paneling, vertical board and battens, and other sheet goods are not common to the styles selected for Quarterpath. The latter materials should be used where material change to a secondary material will produce design interest or composition clarity. The exception to this limitation is the Interpretive style. For the Interpretive designs, no limit is placed as long as disallowed materials are not present.



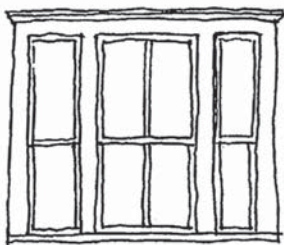
DOORS, WINDOWS & TRIM

Historically each era and style of townhouse has had a recognizable window and door design common to it. These have been widely interchanged though, and today there is a less definitive association than with the previous topics (porches, roofs, etc.).

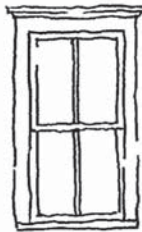
Below are a few samples of designs. While Quarterpath does not wish that every townhome copy these designs, staying within 'style' generally is required. The owner/ builder must use premium architectural grade windows and doors, and select manufacturers who have designs appropriate to the house's style. A list of recommended manufacturers is available from the Design Review Committee. Samples, manufacture, model number and photos which depict the detailing and quality must be submitted to the Design Review Committee.

IN ADDITION:

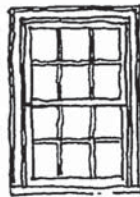
- Faux divided lights will be considered by the Design Review Committee
- Shutters, if provided, must be functional. Non-functional shutters may be considered by the Design Review Committee
- Solid vinyl windows are not allowed
- Superior quality solid vinyl windows will be considered by the Design Review Committee on submission of a special request only
- Fiberglass and steel doors will be considered if they are detailed according to the house style. No slab doors will be allowed
- Numerous pre-finished and unfinished composite trim materials are available and allowed. Solid wood trim which requires paint is discouraged. Solid vinyl trim is not allowed



SHINGLE STYLE



COLONIAL REVIVAL



Shutters must actually work.



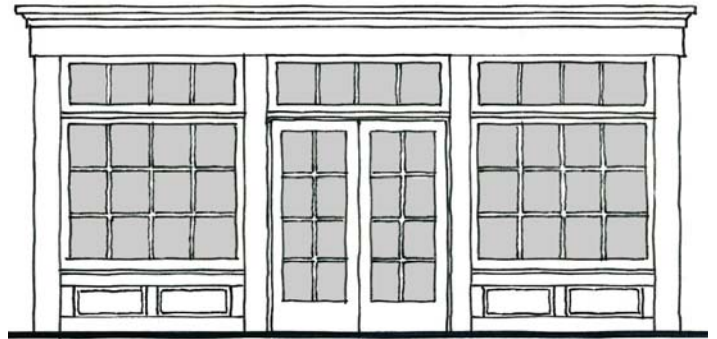
CRAFTSMAN



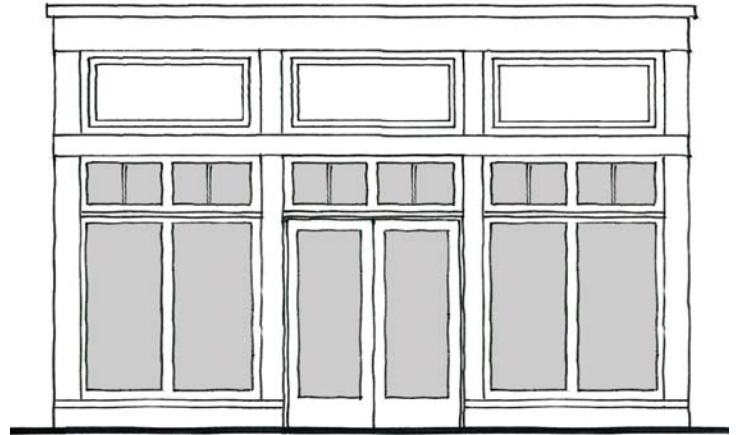
COMMERCIAL DOORS, WINDOWS & TRIM

Commercial doors, windows and trim for retail/small office buildings will keep in character with the architectural styles noted in the “Architectural Design Guidelines” section of this book. Corporate commercial buildings will incorporate a more modern design while keeping with the indicated material guidelines set forth in this document.

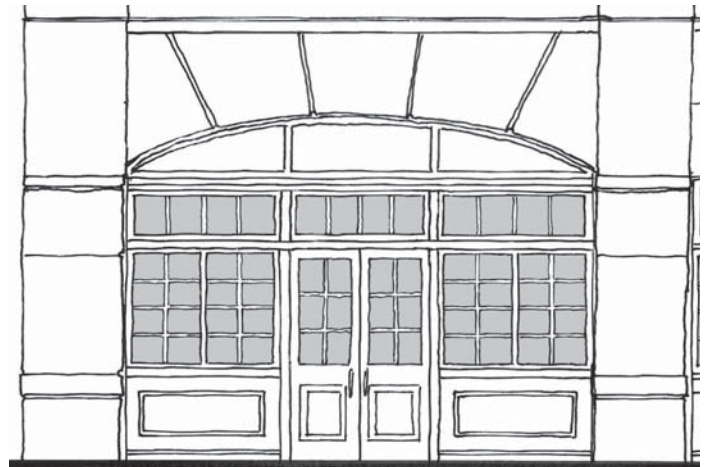
Below are a few examples of retail/small office designs. While Quarterpath does not mandate exact replication of these designs, staying within these design ‘style’ is required. The owner/builder must use premium architectural grade windows and doors and select manufacturers who have designs appropriate to the townhouse’s style. A list of recommended manufacturers is available from the Design Review Committee. Samples, manufacturer, model number and photos which depict the detailing and quality must be submitted to the Design Review Committee.



COLONIAL REVIVAL



CRAFTSMAN

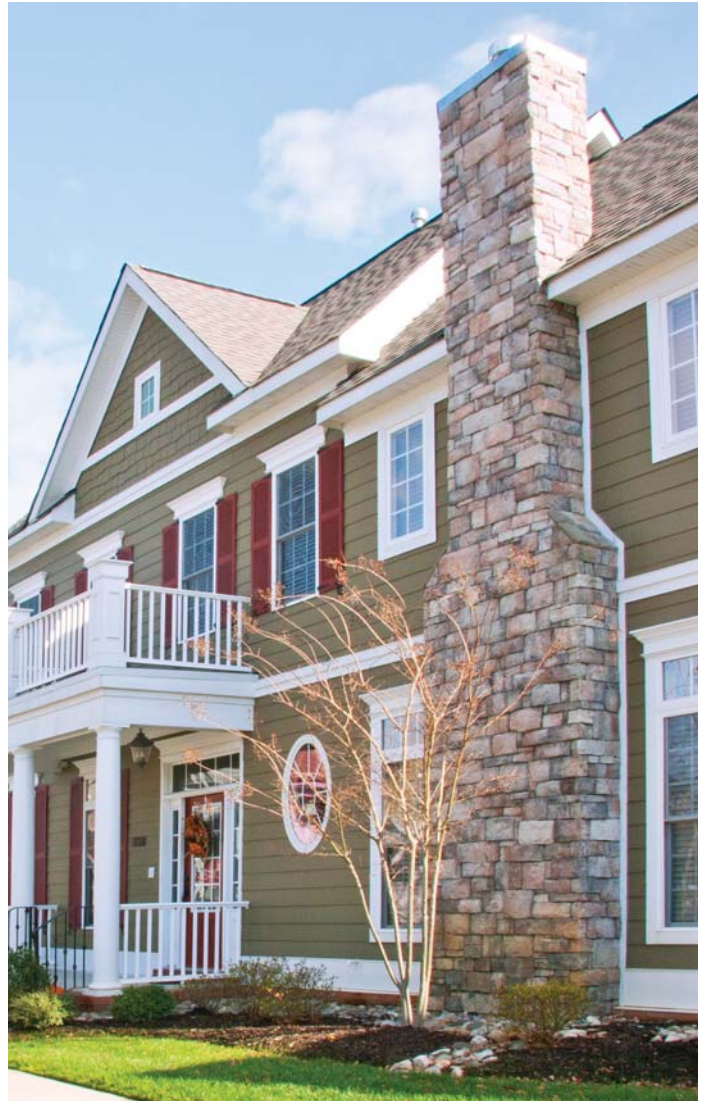


VICTORIAN

CHIMNEYS

Chimneys serving fireplaces and perhaps a furnace can be strong architectural features if placed and designed well. If not, a chimney can be an eyesore and sometimes a maintenance problem. The following rules apply to chimneys visible from the exterior:

1. Chimneys exposed fully on the exterior wall are recommended to be clad in either brick or stone.
2. Chimneys on inside walls and projecting through the roof should be covered with siding, shingles, brick, or stone.
3. When a chimney narrows above the firebox, the sloped surface must be in a material that matches or complements the chimney cladding (no roofing material).
4. Decorative “finales” to the chimney top are recommended. Exposed metal pans and wood trim are not allowed. Vent caps should be as small and inconspicuous as possible.



OTHER IMPORTANT FEATURES

Fences, decks, and equipment screens are shown with associated design requests. All fencing must be approved by the Design Review Committee (no chain link fences). Hedges and landscaped edges are preferred over fences. Plans must show the locations of all items with samples or photos sufficient to depict the design quality. The Design Review Committee will review these plans on a case by case basis. No fences higher than 4'-0" adjacent to street will be allowed. Privacy fences between lots on alleys permitted.

DECKS, PATIOS AND TERRACES

Where decks, patios and terraces are visible to the public the following should be considered:

- Wood decks should be designed to complement the architecture of the house. Careful attention should be paid to the deck detailing. This becomes highly critical for raised decks and for decks which are extensions of porches. In both of these cases, the underside of the deck must be enclosed with lattice, louvers or close board.
- Decks may be constructed of sustainable wood (preferred); pressure treated Douglas Fir, or composite materials such as TREX or OASIS.
- Patios may be constructed of a variety of materials—brick, stone, cobbles, concrete or compacted gravel. Material selection should complement the house's style.
- Terrace retaining walls should again complement the house's architectural character and may be faced with brick, natural stone or pre-cast stone. Segmental block and poured concrete walls shall be submitted for approval.
- Terrace floors may be of the same material recommended for patios. They may be either mortared or dry-laid to complement the design intent.
- All deck, patio and terrace designs and materials shall be submitted for review.
- Ends of decks must be enclosed with finish material.

FENCES AND RAILS

Generally, fences are discouraged in small front yards in favor of tasteful landscaping and flowers. In other yards, they should be simple and no higher than 4'-0". Picket fences are suggested.

- Front yard fences should be open in their design and no higher than 3'-0"
- Rear yard fencing no higher than 6'-0"
- Vinyl railings, palisade, panel and rail fences are not acceptable. Rear yard fences may be up to 4'-0" high if approved by the Design Review Committee and if the following conditions are met:
 - » On corner lots, fencing cannot be closer than 30" from the sidewalk



PICKET FENCES ENCOURAGED



DECORATIVE FENCING ENCOURAGED



FENCE IS TOO HIGH AND IS INSTALLED OUT OF LEVEL

- » The fencing is installed plumb and level
- » Solid fencing is not allowed, except in rear and shall be submitted for approval

OTHER IMPORTANT FEATURES

EXTERIOR EQUIPMENT, HVAC, VENTS, ETC.

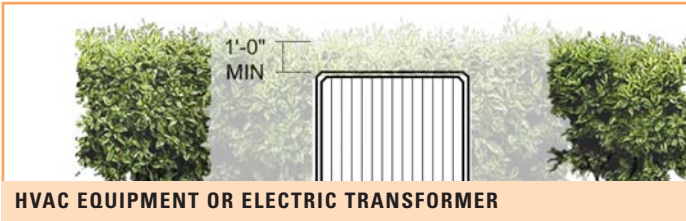
- All HVAC equipment must be screened from view and placed in side yards, rear yards, or on roofs. Screens shall be high quality fencing or landscaping. If landscaping, the plants should be dense and a minimum of 1'-0" higher than the equipment.
- Satellite dishes can not be in front yards or on front walls and must be obscured from view as much as possible.
- All wall vents should be through walls facing the side or rear yards. Front walls should be avoided.
- All roof vents must be on the rear of the house. No vents should be visible from the street.
- Wall and roof vents should be painted to match the house or roof color and should be as small and inconspicuous as possible. Large kitchen vents should not be within view.
- A plan must be submitted to the Design Review Committee locating all vents, equipment, and screening proposals.
- HVAC units located on the roof preferred.
- Townhouse units with HVAC units in alley way must be screened.
- Commercial HVAC units, equipment, and vents must be located in designated areas and must be screened from public view.

UTILITIES

- Individual utility meters should be located within side or rear yards. Above ground meters should be screened with plants.
- Electric transformers, telephone and cable access/control equipment in private front yards are not allowed. Where unavoidable in other yards they must be screened with plants by the property owner.

TRASH

- With city approval, it is the intent of the Developer to have trash collected from the rear of the houses through the alleys. Trash receptacles should only be visible on the day of collection. The owner must make provisions to store receptacles out of sight the remainder of the time. Homes without alleys will use the street side curb and maintain the same rules.



HVAC EQUIPMENT OR ELECTRIC TRANSFORMER



INADEQUATE LANDSCAPE SCREENING AROUND HVAC AND METERS



UNSCREENED OF UTILITY AND METERS ARE NOT ALLOWED

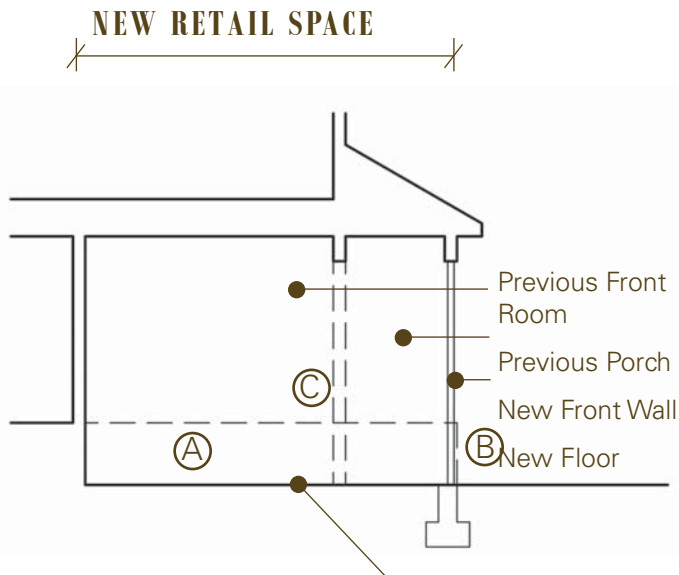
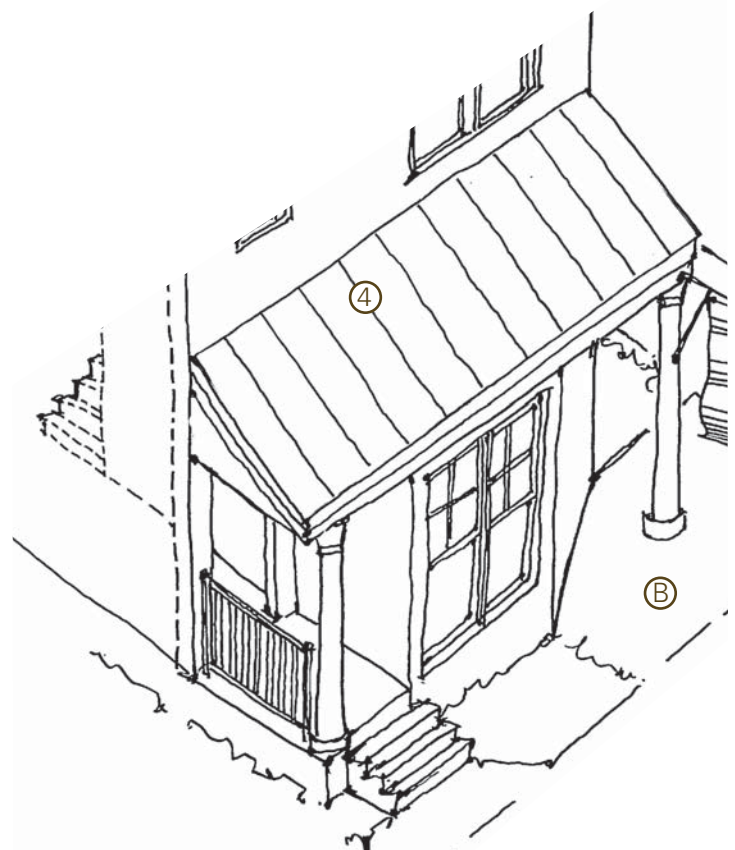
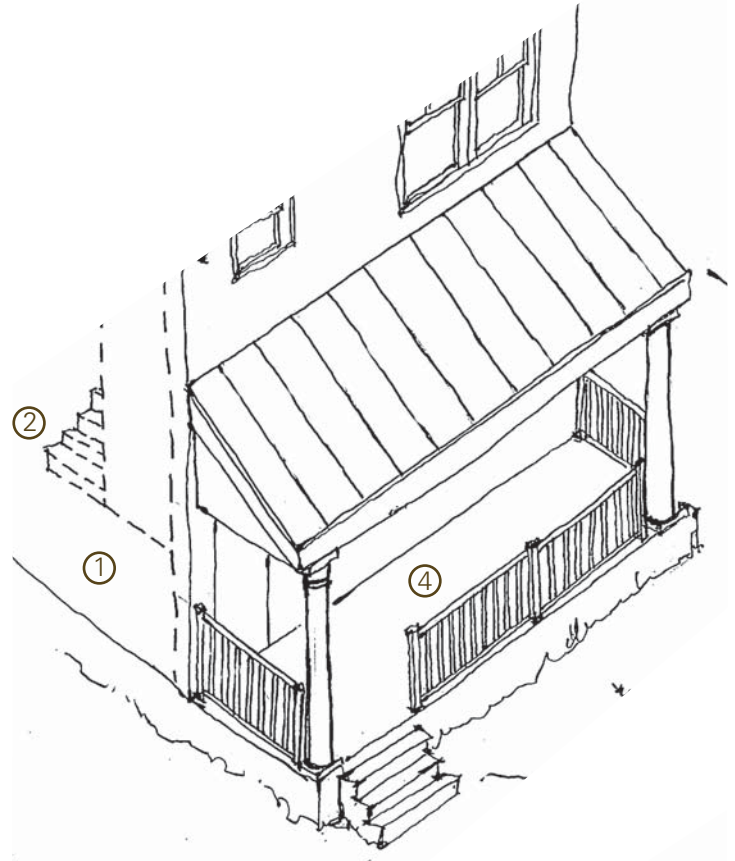
CONVENIENCE RETAIL

Successful communities over time have had neighborhood convenience retail (the newsstand, café, or bike shop) occur usually at well-traveled intersections. Quarterpath at Williamsburg believes that these uses enrich the community, but would like to avoid the haphazardness in which they often occur.

Owners of these key properties are asked to consider designing their townhouse with retail in mind as a future contingency. In this manner, if and when a future owner finds such a tenant desirable, a portion of the building can be converted without disturbing the design integrity of the townhouse. Please note convenience retail is only allowed in the mixed use district. The area to consider is the front corner of the ground floor. Following are some suggestions:

1. Place the house entrance to the side of the house
2. Place the stair to the upstairs behind a front room
3. Allow for future halls as appropriate
4. Convert the existing front room and porch to retail by:
 - A. Designing the floors to be removable in the future
 - B. Having the Porch columns extendable to the footings below
 - C. Providing adequate structural support to allow the front room's exterior wall to be removed

These added interventions are not that costly when done as part of the original construction and will go far in allowing for possible added rent income or resale value of the property. The community will also thank you over espresso at the corner café.





Streetscape Design Guidelines

STREETSCAPE ZONES

The success of a mixed-use village lies in the activation of its sidewalks and the various pedestrian ways provided along its parks and through its streets. Quarterpath at Williamsburg’s environment utilizes streetscapes, parks, and village square for pedestrian movement. Continuous pedestrian activity means ongoing opportunity for the interaction and exchange of people with each other and with the shop owners and service providers who own and operate the street level shops or the employers and employees who work in the office spaces above. A vibrant mixed-use village has many of the basic activities of daily life placed within walking distance of each other, and provides a continuous stream of walks and routes linking together the various elements of the neighborhood.

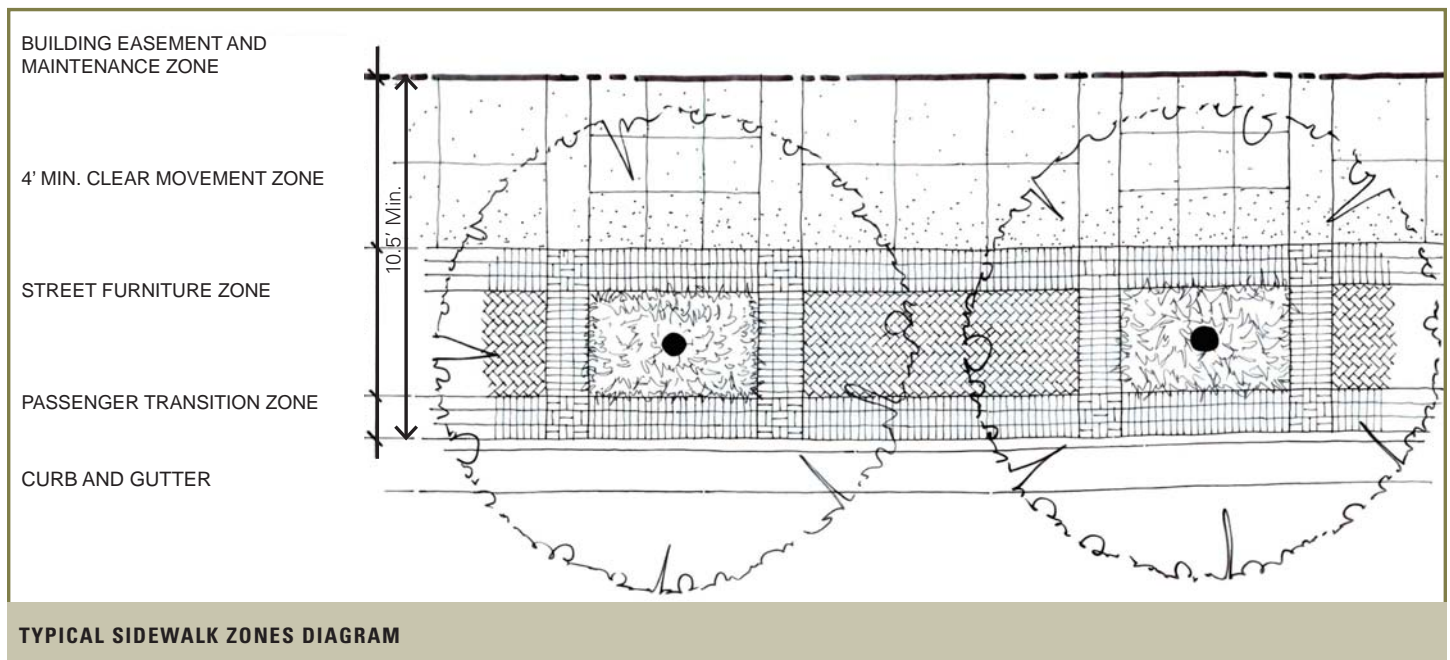
- Provide the streetscape as a continuous space with a clear division of four (4) fundamental spatial zones:
 - 1. Building easement and maintenance zone**
 - 2. Clear movement zone**
 - 3. Street furniture zone**
 - 4. Passenger curb transition zone.**

The total width should be a minimum of 10.5 feet. The typical layout of these zones within the overall streetscape is illustrated in Sidewalk Zones Diagram below.

- **Building Easement and Maintenance Zone** - is the easement/encroachment area where private property owner elements may extend into the streetscape area.
 - Along mixed-use and commercial streets, building foundations typically project into this zone below grade, while transition elements (ramps, stairs, etc.) as well as decorative accoutrements (e.g., flower boxes) project into this zone above grade.
 - Along residential streets, transitional elements

such as porches and stoops, together with balconies and bay windows, typically project into this zone.

- **Clear Movement Zone** - is the minimum width of the pedestrian path that must remain open and unobstructed.
 - In commercial areas, the minimum width should be 6'-0".
 - Along residential streets, the width should be a minimum of 4'-0."
 - For pedestrian paths, the widths should be a minimum of 5'-0."
 - For multipurpose paths (those which are intended for bicycles as well as pedestrians) the width should be a minimum of 10'-0."
- **Street Furniture Zone** - typically contains many of the pedestrian-oriented amenities of the sidewalk. These include kiosks, directories, lighting, seating, flagpoles, banners, and waste receptacles. Street furniture zones are typically placed between the clear movement and the passenger transition zone. Street furniture elements should be visually coordinated, predictably distributed, and neatly displayed in an orderly manner. Street furniture may not project into the passenger transition zone.
 - As a standard, all street furniture zones should have street trees as their main component. If street trees cannot be accommodated, other landscaping should be provided.
 - Tree grates and the reduction in tree well size required to accommodate a tree grate should only occur as the last option to retain trees along the street.
 - If an alternate street tree area is not available,



provide appropriate planting for the available area. See the Landscape Design Guidelines for further information on street trees.

- **Passenger Transition Zone** - is the area directly behind the back of the curb allowing for passenger movement between the sidewalk and the automobile. It falls between the street furniture zone and the curb and is meant to give space to vehicular passengers getting in and out of automobiles within parallel parking spaces.

STREET ZONE VARIATIONS

In general, providing the (4) fundamental zones of a streetscape may be accomplished with a variety of means. While the standard pattern may be typical, it is not intended to eliminate options and variations. Indeed, variations in streetscapes are certain and necessary, as different types of streets serve different purposes, requiring unique and individual design. A variety of options may be anticipated:

1. A street, or portion thereof, with the street furniture placed directly adjacent the building, in the building easement and maintenance zone. This may be expected in areas which have sidewalk cafes and/or outdoor dining, or when a building entry is set back from the street to accommodate an entry plaza.
2. A street, or portion thereof, with an arcade or colonnade providing covered passage along a portion of the sidewalk. This covered passage may extend out towards the sidewalk and occupy the street furniture zone.
3. A street, or portion thereof, with diagonal parking, street trees provided in tree islands along the block, street lighting provided from wall sconces affixed to the building, and a clear movement zone provided from the back of curb line to the building. This prototype is typically found in dense,

commercial areas.

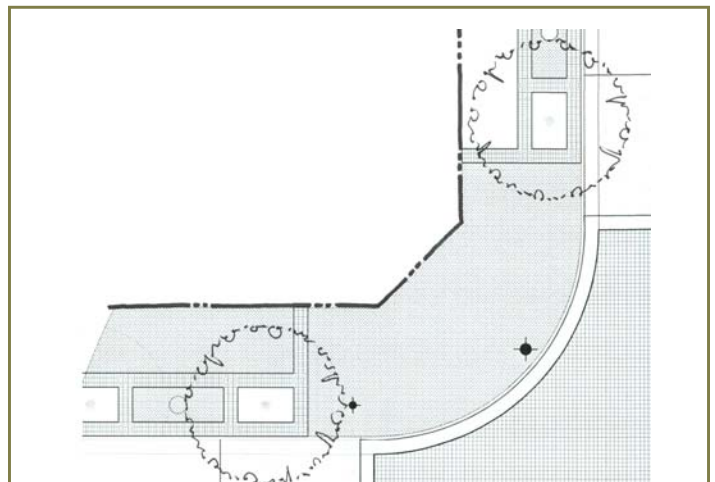
4. A street, or portion thereof, with a continuous landscaped verge, occupying the street furniture zone as well as the passenger transition zone.
5. A street, or portion thereof, along which the streetscape area may become an extension of a building entry plaza extending across all of the streetscape zones. This is typically found at the entrances to theatres, conference halls, hotels and other buildings with a high volume of public use.
6. In each case, however, while accommodating the variations required for a vibrant community life, the required clear movement zones must be maintained.

SPECIFIC GUIDELINES

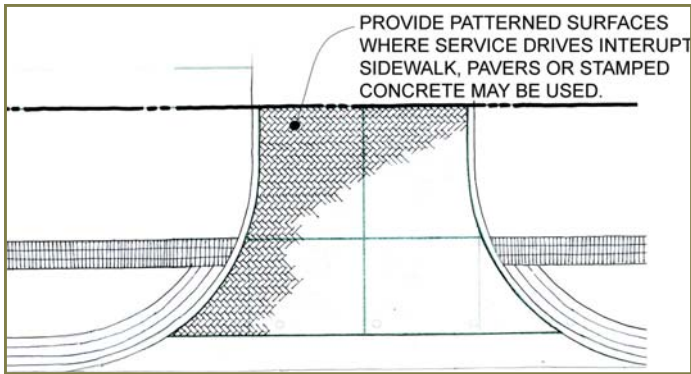
- The overall width of the streetscape (i.e., the strip of land between the back of curb line and any building elements) should be 5'-0" minimum and must comply with zoning regulations. This area may be a continuous planted verge along some roads, or a continuous sidewalk along some streets, depending upon the purposes of the street and the adjacent buildings. However, this area will typically contain both plantings as well as hardscape features.
- Finish patterns should emphasize the zones of the sidewalk, and should particularly distinguish the edge of the streetscape as it adjoins the street, visually marking this area of transition.
- Finished surfaces of sidewalks should be of brick, concrete or stone, or an appropriate combination of these materials. The clear movement zone should consist mostly of slip-resistant surfaces and textures. Various methods of finishing concrete provide for slip-resistant surfaces. Compliance with the current ADA Guidelines



SPACING BETWEEN TREE WELLS AND LAMPOSTS ALLOWS EASY ACCESS TO THE SIDEWALK FROM CARS DROPPING OFF PASSENGERS ALONG THE CURB.



AN OPTIONAL PAVING FINISH MATERIAL AT SIDEWALK CORNERS IS AN UNINTERRUPTED FIELD OF BRICK ARRANGED IN AN HERRINGBONE PATTERN.

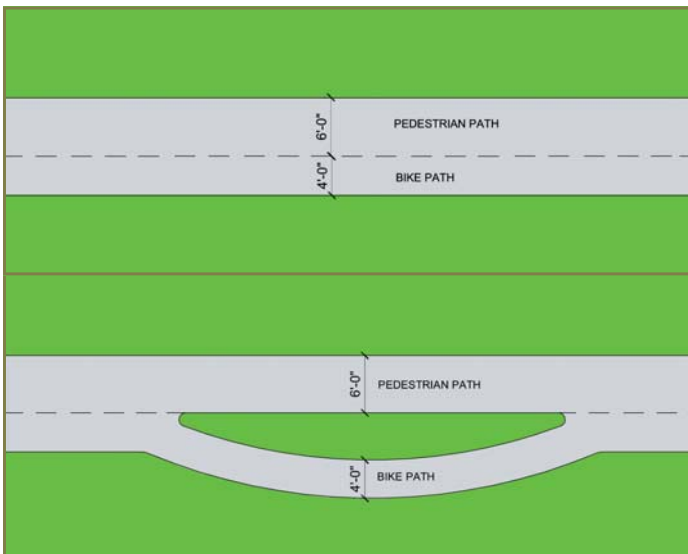


DRIVEWAY APRONS SHOULD INTERRUPT THE CLEAR MOVEMENT ZONE OF THE SIDEWALK AND SHOULD EXTEND TO THE BUILDING FRONTAGE LINE.

for sidewalks and crosswalks is required throughout the development.

- At special intersections and as an optional design, sidewalk street corners may be laid as an uninterrupted field in a brick like herringbone pattern. The finish materials and pattern of the sidewalk should be maintained through the area of the curb ramp. The use of “two curb ramp crosswalks” is encouraged to provide for a safer pedestrian environment.
- At service entry drives which cross a sidewalk or other pedestrian path, the paving material should continue across the drive to reinforce the clear movement zone and highlight the pedestrian way. However, a distinguishing band of material should clearly highlight the edge of the drive, visually demarking the transition from the sidewalk to the crossing driveway. The apron of these entry drives would typically be concrete. Service drive locations should be carefully planned so as not to disturb pedestrian activities

PEDESTRIAN AND BIKE WAYS



BIKE PATHS CAN BE ADJACENT OR SEPARATE FROM PEDESTRIAN PATHS.

- Pedestrian ways through parks and plazas should orient the pedestrian to significant destinations, while connecting to other public ways. Pedestrian ways shall comply with the current ADA Guidelines.
- Along pedestrian ways, recesses resulting from building setbacks along the sidewalk should be enhanced as special urban places. These recesses may become pocket plazas, landscaped gardens, or seating areas.
- Pedestrian paths or trails through parks and landscaped or natural areas should be a minimum of 6'-0" wide. Bicycle trails through parks and landscaped or natural areas should be a minimum of 4'-0" in width. Multi-purpose pathways, those which are intended for shared-use by bicyclists and pedestrians, should be a minimum of 10'-0" wide
- Pedestrian pathways and trails that extend through parks and landscaped or natural areas should be provided with seating and lighting along walkways and at places of interest. Provide openings to views along pedestrian ways, with seating areas at the viewing points. Provide pedestrian scale lighting sufficient to illuminate the walkway and any seating areas.

ARCADES/COLONNADES

- Arcades/colonnades may be extended over sidewalks as a shading alternative to street trees. If proposed, the required clear movement zone must be maintained. Yet, the necessity of a clear movement zone should not prohibit the leasing of space within the arcade/colonnade.
- The interiors of arcades should be adequately lit to provide the pedestrian with a continued sense of security and safety. The lighting from decorative fixtures



AN ARCADE CAN PROVIDE WELCOME COVER TO THE PEDESTRIAN ON HOT SUNNY DAYS.

attached to the building may be used to supplant street lighting if it is supplied in sufficient quantity. Similarly, planters and other landscaping may be used to supplant the street trees.

OUTDOOR PLAZAS

- Outdoor plazas may be located to highlight a main entrance to a major building or to provide a series of outdoor spaces to accommodate pedestrians. Typically, plazas are pedestrian-oriented open spaces with decorative paving, lighting, and additional street furniture. Plazas may include sculpture, fountains, and/or additional landscaping.
- Outdoor plazas should not restrict or in any way interfere with the clear movement zone of the sidewalk. Plaza paving patterns, however, should be able to extend into the sidewalk area upon approval of the Design Review Committee.
- Provide durable surface finishes for plaza paving. The materials selected, colors, patterns, and finishes should coordinate with the adjoining architecture.

RESIDENTIAL LIGHTING

While the Developer will provide street lighting compatible with the design goals of the community, it will be the individual home builder and owner’s responsibility to install suitable lighting on their own property. Gas lighting is encouraged. Street lighting will be indicative of the street’s use.

Guidelines for lighting are intentionally general and are as follows:

- Fixtures may be mounted on poles, a wall or a bollard. Sufficient lighting should be provided to allow safe passage into and out of the property at the following locations:
 - Where entry sidewalk meets public sidewalk
 - At entry door
 - Along main sidewalk leading from sidewalk to entrance door
 - At any house number or name sign
- Landscape lighting and or accent/flood lighting of the house itself is encouraged, but is at the owner’s discretion. If provided, the light should be low and unobtrusive, without glare to neighbors or pedestrians. Fixtures should not be visible.
- Fixtures should be compatible with the design of the house. The fixtures shown are examples; these are illustrative, not literal.
- All fixtures should be of good or best quality, simple and tasteful. Low quality fixtures will not be accepted. Please include the fixture manufacturer and model with your Design Review Committee submission.
- In general, matt and brushed finishes are encouraged.
 - Matte black or dark brown enamel or powder



- coating.
- Antique bronze and brass or copper.
- Satin stainless (with Interpretive designs)

COMMERCIAL LIGHTING

Lighting extends the use of outdoor areas beyond the daylight hours and into the evening, providing for the continued use of the streets and public spaces throughout the diurnal cycle. Lighting provides a sense of security and safety for the pedestrian, giving a sense of continuous habitation and oversight. A well-lit environment establishes the basis for the vitality of evening activities promoting



public attendance. Lighting reactivates urban spaces for evening use, and allows the mixed use areas to be a night-time destination point. The adequacy of outdoor lighting is vital to securing the ongoing vibrancy of a mixed-used development. Street lighting practices which minimize the use of energy and reduce glare are encouraged.

- Provide lighting for the pedestrian along the street at the sidewalk, within plazas, and along pedestrian ways and access routes within parks, as well as in landscaped gardens and natural areas.
- Provide signalized traffic lighting in conjunction with the development of vehicular routes and traffic patterns.
- Develop the design and selection of building-mounted decorative fixtures in coordination with both the street lighting and the individual buildings.
- Provide lighting that both enhances the character of the development and subtly reinforces the different aspects of its streets.
- Maintain outdoor lighting at a pedestrian scale that supplies adequate illumination for both pedestrian use of the sidewalk and street, and vehicular use of the street. Fixtures with concealed light sources are preferred.
- Building mounted fixtures will vary from building to building, but should be complementary to the overall character of the village development as well as its individual buildings.



- The lighting of selected building facades should contribute and reinforce the overall sense of building organization, massing, and façade treatment.
- The light sources which illuminate building facades should be located, aimed, and shielded such that light is directed only onto the building façade. Light fixtures should not be directed toward adjacent streets or roads. The use of shields and baffles are recommended to help mitigate light spread.
- In plazas, pocket parks, and along pedestrian pathways, consider the use of low-level outdoor lighting integrated into plaza walls, stair side-walls and/or risers, and even seat-walls. The lighting levels provided should illuminate changes in elevation such as steps, ramps, and steep embankments.

MAIL

- Quarterpath at Williamsburg wishes to implement mail delivery which is convenient for residents, in keeping with Post Office requirements and also aesthetically pleasing. Therefore, a uniform mailbox style will be chosen by the Developer. The owner will provide and install on a uniform post or base. Installation must be plumb and reuse of used boxes is not allowed.

OUTDOOR FURNITURE

Street furniture establishes the actual “making” of a place, contributing the physical elements of human habitation along the street. The provision of street furniture “accessorizes” the public space, refining the identity of a place. Street furniture typically includes seating, lighting, bollards, trash receptacles, bicycle racks, mail boxes, newspaper boxes, public telephone stations, and poles for signs, flags, and banners.

Street furniture promotes pedestrian street life with amenities and conveniences which encourage the ongoing and regular use of sidewalks and pedestrian ways. It humanizes the scale of the street, placing everyday pedestrian elements within the context of the urban environment.

- Street furniture should not restrict the width of the clear movement zone of the sidewalk, whether placed in the designated street furniture zone, under an arcade, or in the easement/encroachment zone.
- Coherent compositions of street furniture that utilize unifying elements should be used throughout the Quarterpath at Williamsburg. An understandable order or pattern for the location of these elements should be provided, foreshadowing the location of these elements to the pedestrian. Furniture style, material, and colors should complement each other to produce cohesive arrangements and designs.
- Environmental factors such as sunlight, shadow, glare reflection, wind, and rain should be considered in the

placement of seating areas.

- Seating areas should be considered at plazas, parks, landscaped and natural areas, viewing points, and points of special interest as well as at transit stops, entrances to major buildings, and at the entry points to parking structures, eating facilities and vendor kiosks. Seating areas should be coordinated with the locations of bicycle racks. Seating areas should not obstruct building entrances and should not restrict clear movement zones. Care should be taken to insure that seating areas are sufficiently illuminated.
- Where appropriate, individual benches should have intermediate armrests for individual seating on the bench.
- Bicycle racks should be provided at grade level in parking structures, at plazas, and at or near the entrances to major buildings for workers and visitors alike. Bicycle racks can be readily accommodated in the recessed spaces of buildings adjacent to the entrances. In addition, bicycle racks should be provided along trails and at major destination points. Bicycle racks should not obstruct building entrances and should not restrict clear movement zones.
- Bicycle racks should be of hardened steel that can withstand hacksaws and hammers. They should be securely anchored in concrete foundations or mechanically attached with bolts that cannot be readily removed. Care should be taken to insure that bicycle racks are sufficiently illuminated.
- Public trash receptacles should be distributed throughout the project area. Visible and conveniently located for pedestrians, receptacles should be placed at corners, in plazas, and possibly at mid-block locations along lengthy streets. Public trash receptacles should be located in proximity to restaurants, outdoor dining facilities, vendor kiosks, public gathering areas, and areas designated to hold scheduled public events.
- Public trash receptacles should consist of an outer decorative shell and a replaceable, impact-resistant liner. The receptacle should coordinate with other street furniture – particularly street lights – in terms of material, color, and finish.
- Bollards may be metal or textured concrete, stone, or a combination of these materials. While bollards are typically permanent, they may be removable where they are intended for intermittent use, such as in multifunctional spaces.
- Sign poles, such as stop and advisory signs, should be of a uniform size and form and should be capped. The edge of the walk should conceal the anchorage.
- Street furniture should be designed for long-term use and shall be of a durable material and finish. All exposed metals should be coated or otherwise treated to withstand oxidation/corrosion, abrasion, and damage



AN EXAMPLE OF STYLIZED METAL BOLLARDS USED TO PROTECT A PRINCIPAL ENTRANCE ALONG A BOULEVARD. METAL BOLLARDS SHOULD BE TREATED TO RESIST THE DETERIORATING EFFECTS OF THE ELEMENTS.



BIKE RACKS SHOULD BE PROVIDED AT OR NEAR ENTRANCES FOR WORKERS AND VISITORS ALIKE.



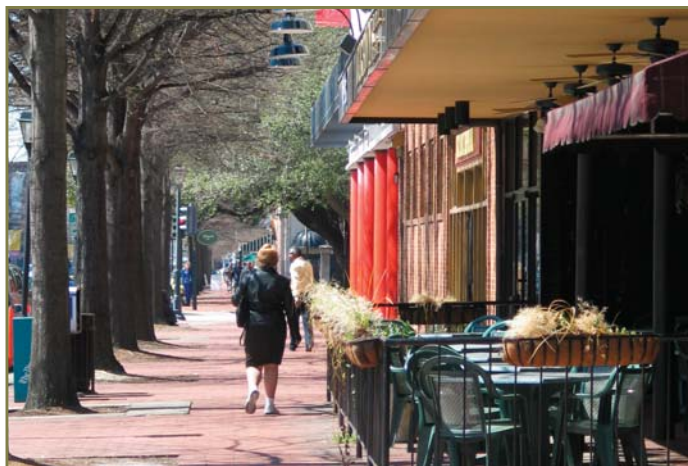
ORDERING STREET FURNITURE MAKES A MORE FAVORABLE PRESENTATION OF THE STREET AND RESPECTS PEDESTRIAN SENSIBILITY.

from airborne salts. Maintenance will be required at regular intervals to keep the furniture items looking well kept. All street furniture should be set plumb and level.

OUTDOOR DINING AND SIDEWALK CAFÉS

Outdoor dining/cafes are seasonal social gathering areas when weather permits. They provide safe, comfortable places where people can stop to rest, view, socialize, and relax while they dine. They are encouraged when possible and where space permits. Successful outdoor dining areas activate and energize the street, attracting more people to participate in the life of the street, to see and be seen. A staple of the street life of contemporary culture, outdoor dining areas and sidewalk cafes assist in maintaining an active street scene. Their ability to regularly attract people throughout the day and evening assists in the promotion of adjoining shops and businesses.

- Locate outdoor dining areas and cafes to take advantage of views, such as parks and plazas, as well as along streets with larger streetscape widths. In addition, outdoor dining areas and cafes should be considered for interior court spaces.
- Typically, outdoor dining areas and sidewalk cafes front along the restaurant of an adjacent building and should not extend beyond the length of the leased space.
- The design of outdoor dining areas and sidewalk cafés should be compatible to the architecture of the “parent” or “host” building. They should also be designed to complement the character of the street context.
- No element affiliated with an outdoor dining area/sidewalk café, whether perimeter railings, fencing, plantings, menu board, or other item, may obstruct the width of the required clear movement zone. Wherever possible, entrances to outdoor dining areas should be from inside the building.
- Canopies, awnings, or table umbrellas are encouraged and may be used to provide shading and screening for the diners.
- Exterior flooring other than sidewalk materials may be used at outdoor dining areas set back from the established right-of-way. Paint, grass, artificial turf, carpet, platforms and any interior finish materials or treatments should not be allowed.
- The design of perimeter railings or fencing should complement the concept and materials of the restaurant’s exterior and the context of the adjoining public realm. Railings and posts may be of metal, wood, and/or stone. Landscaping elements should also be complementary with the adjacent structures.
- Fencing may be designed and constructed for permanent or temporary/seasonal installation. If the fencing



THE CLEAR MOVEMENT ZONE OF THE SIDEWALK SHOULD BE MAINTAINED AT FIVE (5) FEET AT OUTDOOR CAFES.

is to be left in place during the off-season, it must be maintained in a well-kept fashion. Temporary posts and railings are not permitted to be stored within public view.

- Except for wall sconces or bracketed light fixtures, all other furnishings, amenities, accessories, and service items should be removed from the outdoor café area during off season winter months. When stored, any outdoor café items or furnishings should be concealed from public view.

UTILITY SERVICES

Utility services should be located under the sidewalk adjoining the curb where practical. This will provide a sidewalk clear of unsightly elements impinging upon the flow of pedestrian traffic while also maintaining a means of access to them. In situations where this is not practical, they should at least be concealed within the architectural design.

This will also minimize the disruption to both pedestrian and vehicular flow during service and maintenance operations.

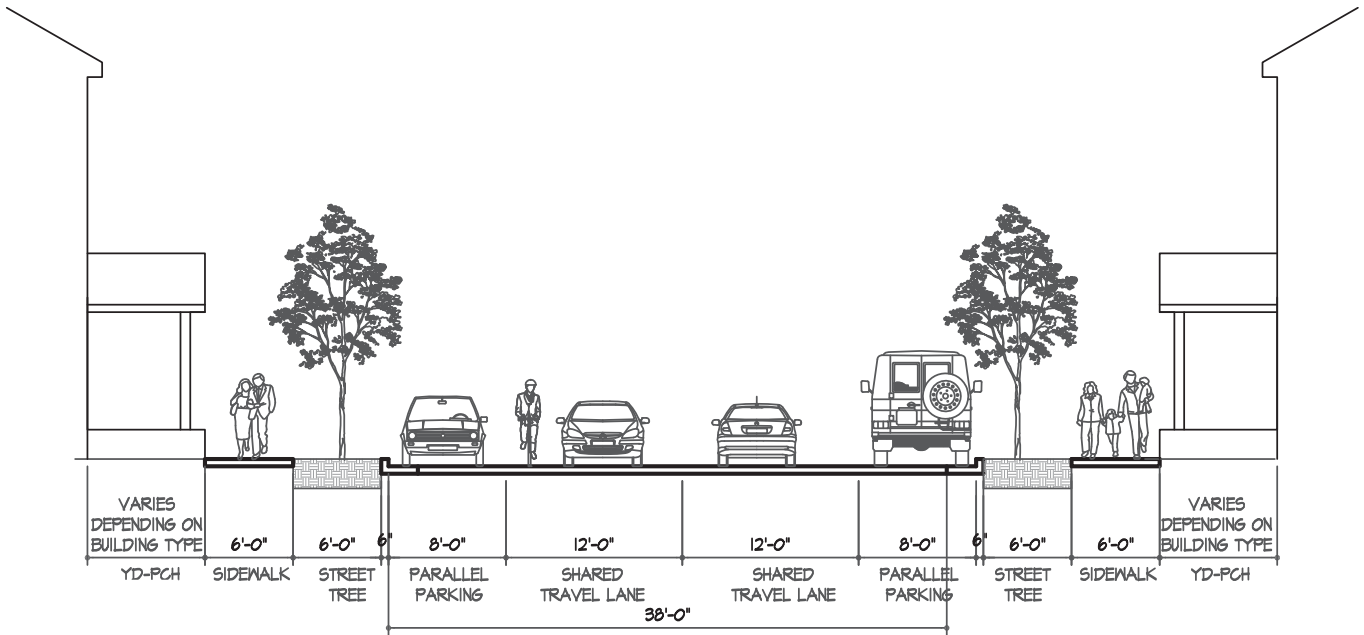
The Design Review Committee shall maintain and regulate standards for the location, design, and detailing of all utility connections, including, but not limited to:

- Transformers
- Building generators
- Dumpster enclosures
- Electric, gas, or other meters
- Telecommunication equipment
- Security cameras

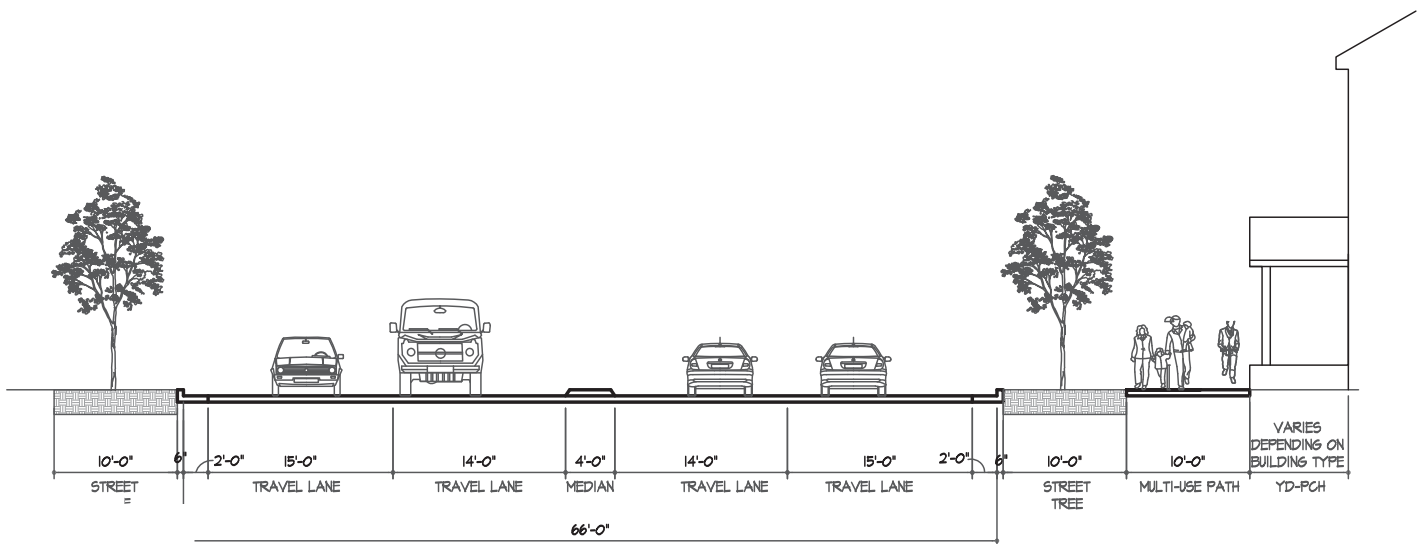
STREET SECTIONS

The street sections on the following pages are examples of the typical street proportions and characters of private roads within the Quarterpath development. The road grid diagram below illustrates where such street types are likely to occur. These streetscapes will be distributed throughout the district.

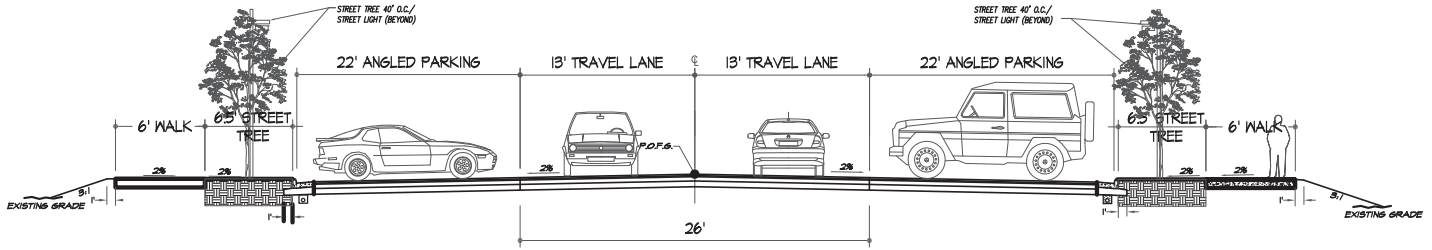
STREET SECTION - PARALLEL PARKING



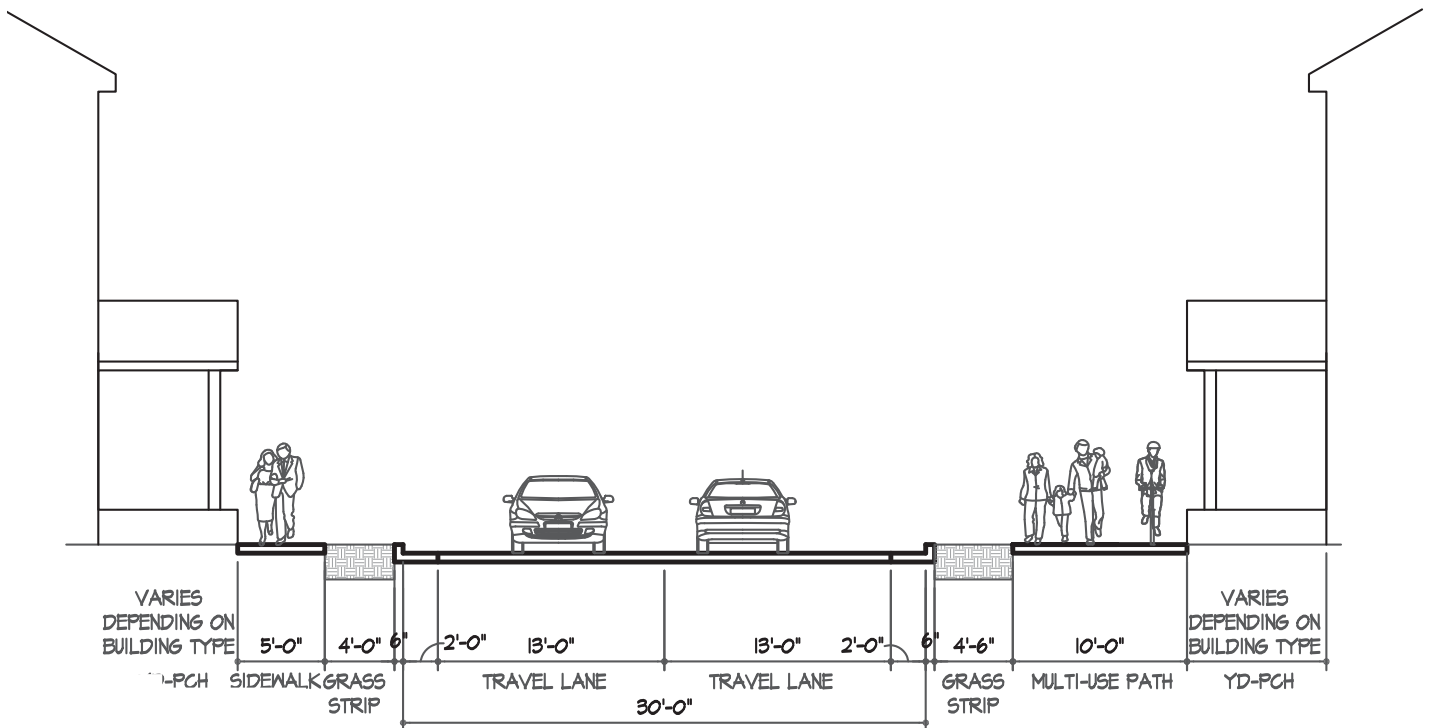
BATTERY BLVD. – 4 TRAVEL LANES



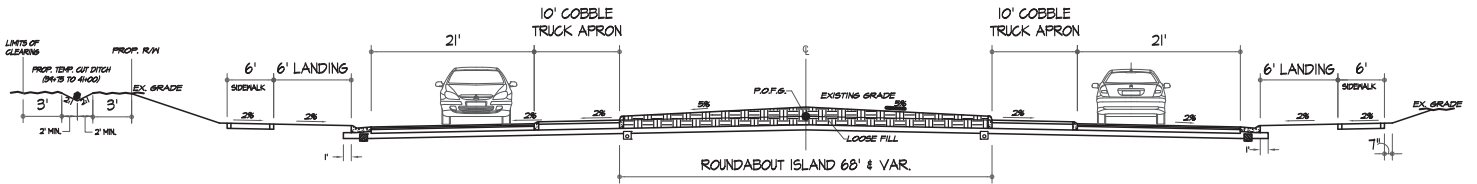
BATTERY BLVD. – ANGLED PARKING



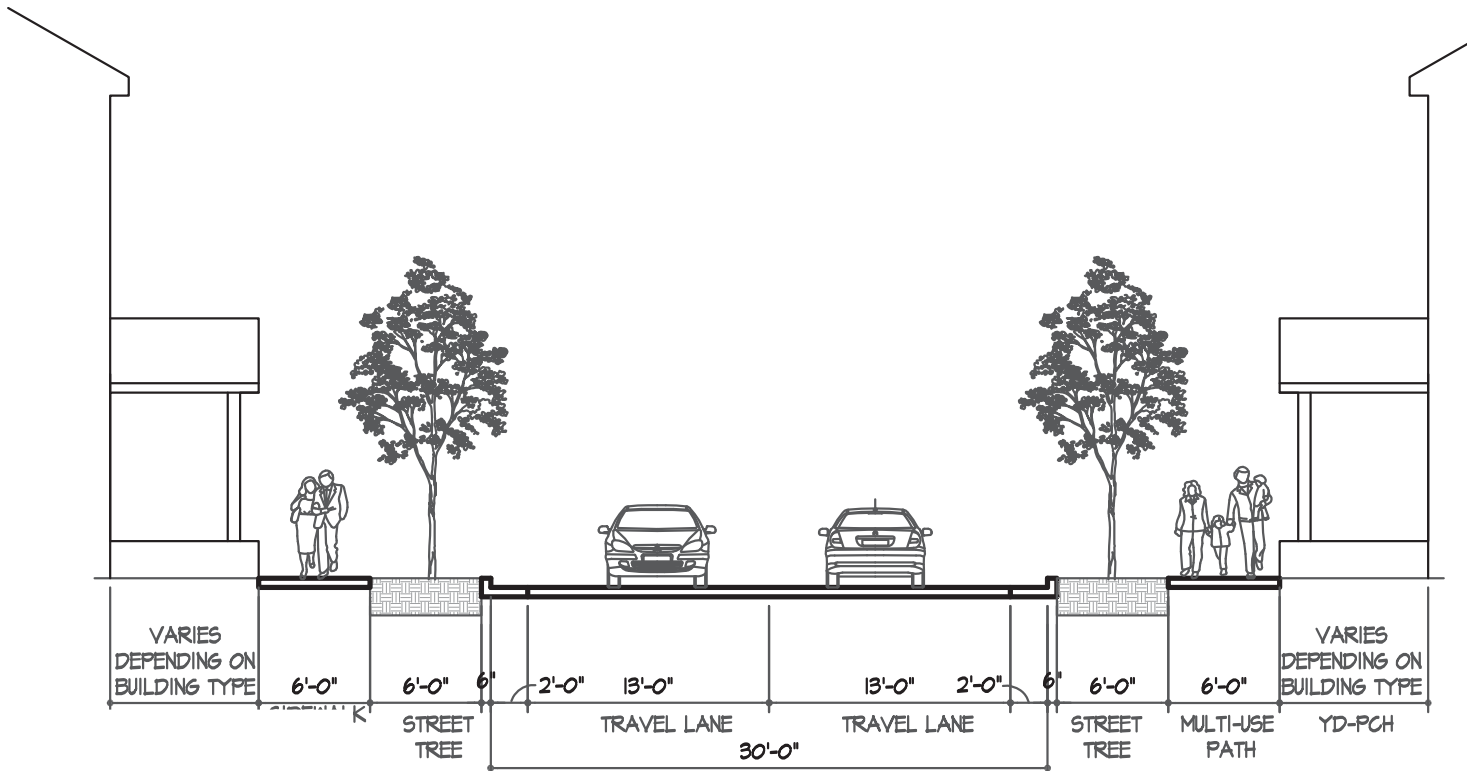
BATTERY BLVD. – NO PARKING



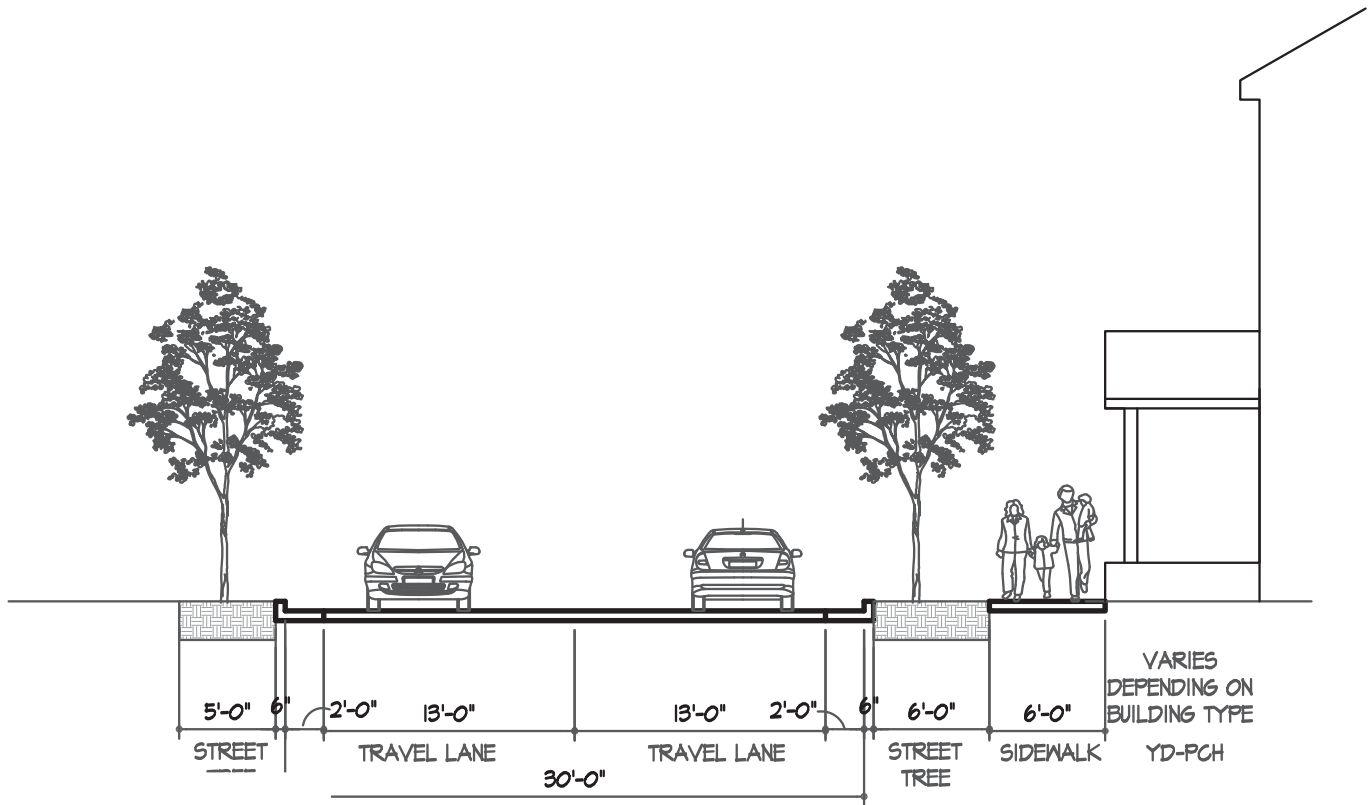
BATTERY BLVD. – ROUNDABOUT



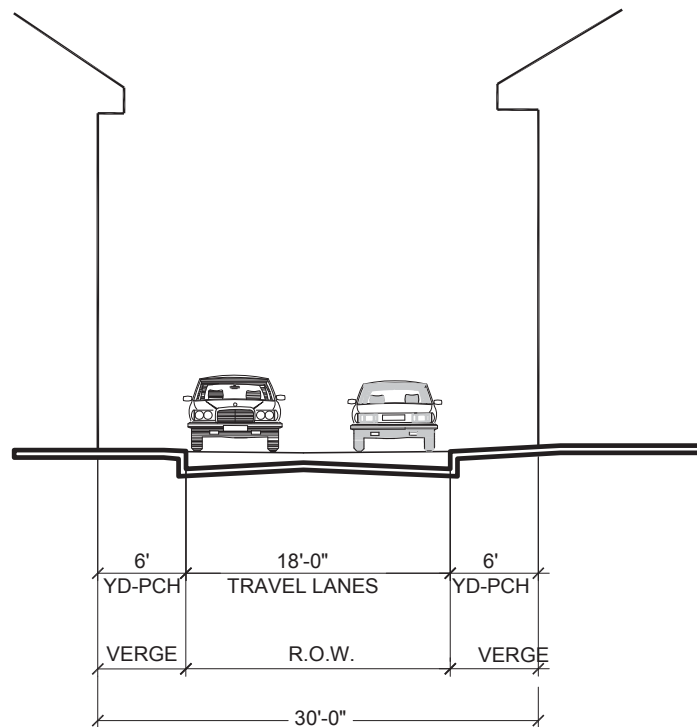
COMMONWEALTH AVENUE - NO PARKING A



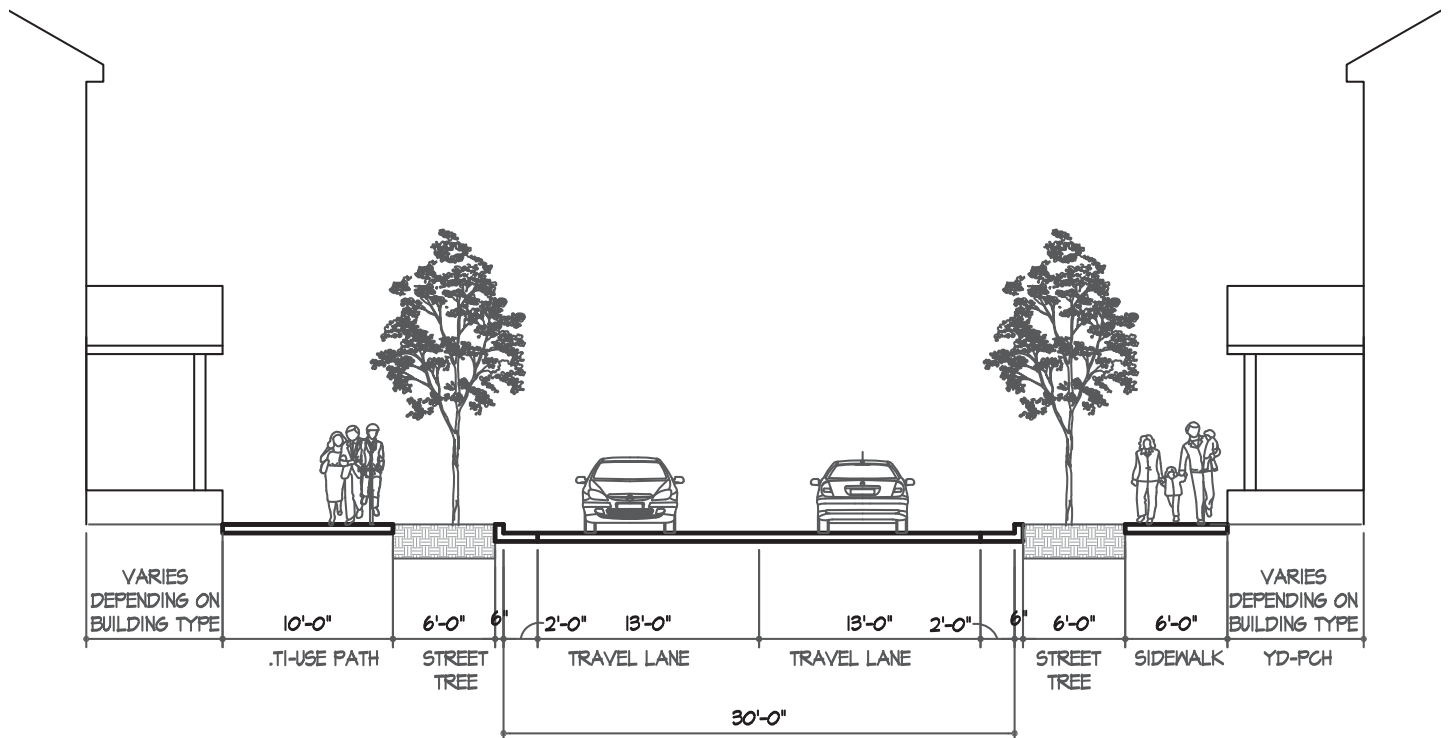
COMMONWEALTH AVENUE - NO PARKING B



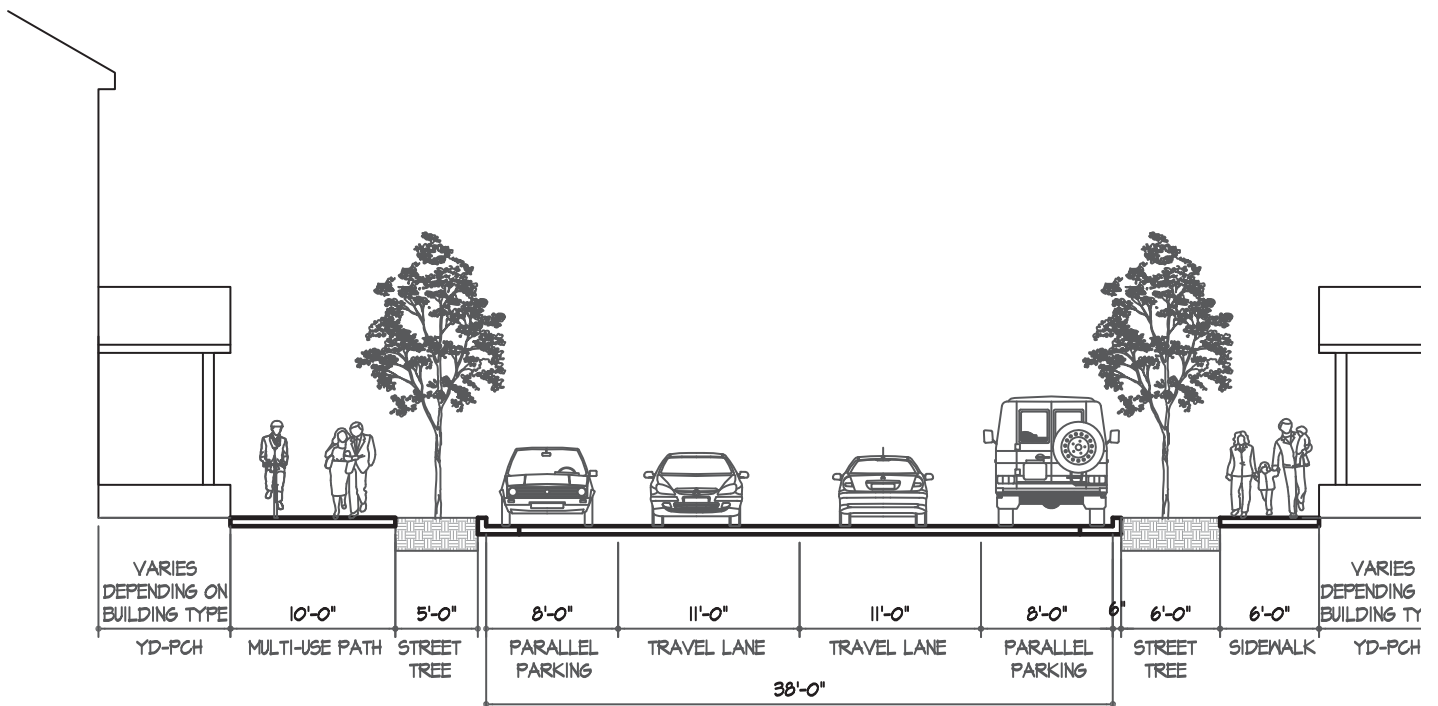
STREET SECTION – RESIDENTIAL ALLEY



REDOUBT ROAD - NO PARKING



REDOUBT ROAD - PARALLEL PARKING





Landscape Design Guidelines

LANDSCAPE STRUCTURE

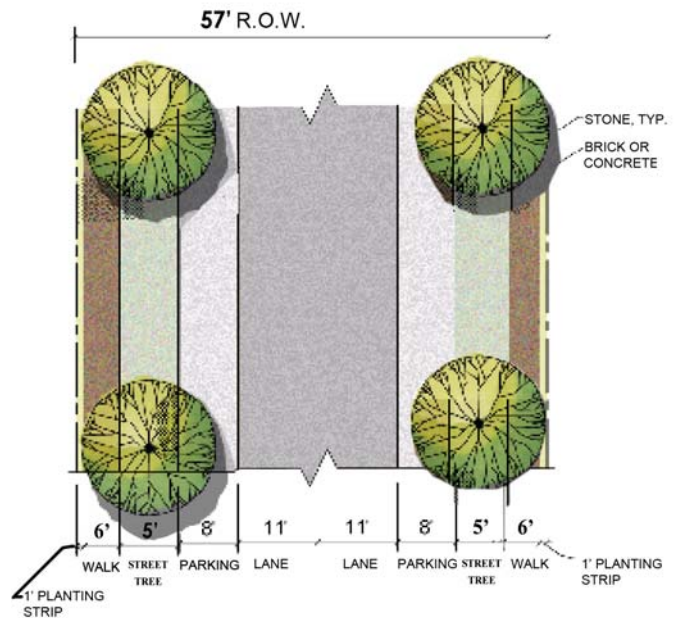
- The landscape heritage of Quarterpath should be used to structure development in the Village.
- The existing wetlands and waterways of the Village are an invaluable educational resource. Linking these spaces to the fabric of the Village and the surrounding communities provides all residents with an exceptional recreational resource.
- Plants should be used to establish a hierarchy of spaces in the Village and to demonstrate the relationship of architecture and landscape architecture.
- Trees and plantings are vital elements in the fabric of the Village. They allow people to continue their connection with nature, can moderate seasonal climate effects, can soften hard urban surfaces, and can provide a physical buffer between the pedestrian and vehicular traffic.
- The Village Landscape may be treated architecturally by employing formal Section styles to delineate specifics or organically to simulate natural woodlands. Either design strategy may be employed to enhance the lifestyle experience and to strengthen its sense of place.
- The Developer will utilize the following guidelines for development of the villages, streets and pedestrian pathways.

STREETSCAPES

- Trees and other plant material shall be appropriate for the environmental setting they are placed within.
- Street tree types will be varied based on their sun/shadow exposure, the scale of the street, i.e. spatial definition, and maintenance of plant material diversity.
- Trees will be spaced at regular intervals in tree wells within the street parking zone, in continuous strips behind the curb zone or in grand verges.
- Tree spacing along streets will vary from 15 feet to 60 feet on center. Tree species, habitat, streetscape spatial definition, and design intent will all be considered when implementing the tree spacing interval.
- Tree alignment will be coordinated on both sides of the street.
- Tree grates may be used in the commercial and retail areas of the village with narrow pedestrian movement zones.
- The minimum tree caliper shall be 2-1/2".

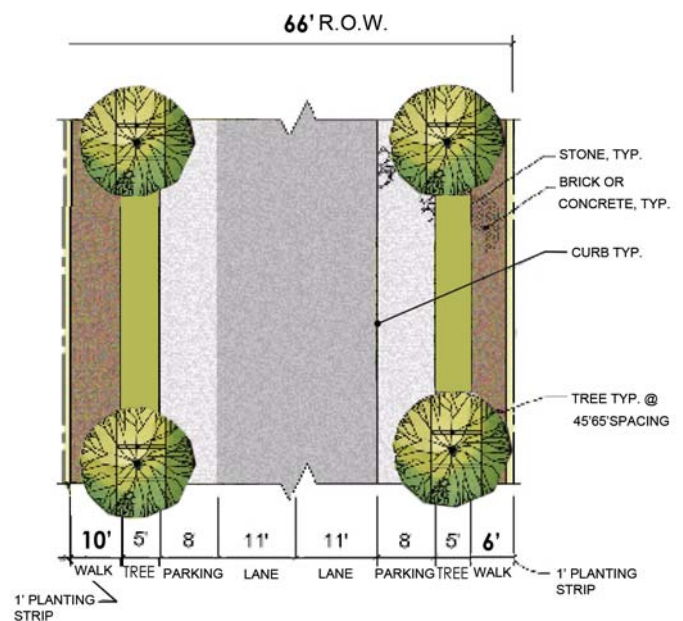
SHRUBS, GROUNDCOVER AND FLOWERS

- Shrubs, groundcovers, flowers and other ornamental plantings may be used in place of trees where design opportunities permit or tree spacing is interrupted by utility placement.
- Low plantings may also be used in conjunction with tree plantings to further buffer pedestrians along high-



"A" Street Example

N.T.S.



Redoubt Road Example

N.T.S.

volume traffic ways, restrict mid-block crossing of pedestrians, or to change the spatial definition of the streetscape.

- Shrubs, groundcovers and flowers may be used to define outdoor dining rooms and pedestrian pathways.
- Low-growing shrubs or groundcovers will be used in the tree wells where tree grates are not needed.



RESIDENTIAL BUILDING LANDSCAPES

Residential areas typically are defined by grassy front lawns, shade trees, hedges, and other ornamental plantings.

Mature trees lend a sense of history and longevity to the residential areas. They are a valued characteristic of Quarterpath. The minimum caliper of shade and canopy trees should be 3-½". Fences and walls in the residential areas provide a sense of scale and rhythm.

PLANTERS

Planters can bring another layer of aesthetics to the Village. They allow splashes of color to highlight entryways, special features, seating areas, and outdoor rooms.

Planters add sculptural elements to the residential landscape, as well as the quality of seasonal change and liveliness.

- When choosing locations for new trees and other plantings, select locations that will not interfere with utility lines, block driveways and sidewalks, or obstruct motorists' vision at intersections.
- Edge planting beds with brick, slate or stone. A spaded edge may also be used.
- Consider gardens, garden paths, trellises, arbors, and garden ornaments for adding character to residential landscapes.
- Avoid grading which adversely affects existing trees or natural drainways.
- Protect existing trees during any new construction or site work. Barriers should be placed at, if not beyond, the tree canopy dripline.
- Fence and wall design and material selection should relate to the architectural style of the residence.
- Front yard fences should not exceed 36 inches in height.
- Trash receptacles should be adequately screened from the public right-of-way and adjoining residences.
- Woven wire or chain link fencing are not allowed.
- Privacy fencing or walls may be placed in rear yards only.
- They should not exceed 6'-0" in height.
- Avoid planting any native/non-native invasive plants.
- The local extension agent can supply this information.
- Planting of palms is prohibited.
- When planning the residential landscape, strongly consider a landscape scheme/style which complements the houses, architectural character and the environmental setting of the Village.



COMMERCIAL BUILDING LANDSCAPES

A well-planned commercial landscape encourages individuals to walk rather than drive when traveling distances of a quarter-mile or less, while providing a buffer between the sidewalk and the street. Commercial streets lined with trees and plants act as buffers, keeping pedestrians at a safe distance from traffic. In general, plants and trees enhance the street environment, reinforcing the public realm of the street as a place for the pedestrian, and as a place for social interaction within a commercial setting.

PLANTERS

In a commercial environment, planters offer the opportunity for vegetation in spatially constricted areas. Planters bring an aesthetically-pleasing element to the public realm, and provide an urban environment encouraging and inviting to pedestrian travel. Planters offer an opportunity to present vegetation together with architectural detailing. They both add character to, and unify the character of, the public realm, enlivening the commercial experience.

- Planters, or the plants they contain, should not extend into the clear movement zone of the sidewalk.
- Planter locations should coordinate with other functions at the sidewalk, pedestrian way, public plaza, and setback areas along building frontages. Planters outside the sidewalk's street furniture zone should be encouraged at the following locations in the public realm: storefronts, perimeter railings of outdoor cafes and dining areas, plazas, and building entrances.
- Container or planter gardens may be utilized in outdoor cafés to define their outer boundaries, to soften the "feel" of the space, and to provide visual interest and enjoyment for the café's patrons as well as passersby.
- Planter design, material, and construction should be appropriate for the plants they contain and sustain the plant for its expected life.
- Planter design, materials, size, and form should complement their contexts and be of a scale appropriate to their environment. Planter shells or outer covers should be stone, freeze-proof clay, decorative finished concrete, metal, select woods, or appropriate combinations thereof.
- Recommended select woods are teak, cedar, and ipé. They are to be stained, oiled, and/or clear-coated and are to be maintained with periodic refinishing. Painting of selected or approved wood for planters might also be considered.
- Planters that are plastic or obviously plastic in nature are prohibited.
- The establishment owning and providing the plants and planters shall be responsible for the well-maintained appearance and proper maintenance of the planters and the plants they contain.





PARK LANDSCAPING

Natural park areas should be made available to provide gathering spaces for the community that will accommodate a variety of activities. Open fields of different sizes are appropriate for formal gatherings or impromptu recreation. Park landscaping should be comprised of native trees and shrubs to provide shade, as well as define a sense of place. Finally, facilities such as community centers and picnic shelters can be incorporated into park sites to allow for passive activities ranging from educational and social gatherings to family picnics.

MULTI-USE GREENWAY AND BIKE PATH LANDSCAPING

Multi-use trails and bike paths are beneficial to a community for numerous reasons. They promote safe, livable, and active communities, and can accommodate joggers, walkers, and bicyclists of varying age and abilities. Trail systems often capitalize on an area's natural beauty by meandering through established wooded areas and focus on unique natural elements, historic and culturally significant sites, and scenic view sheds. Building materials for trails can range from asphalt, crushed stone and mulch depending on the location and route of the trail. A trail system plan will be developed as development phases progress.



SPECIFIC GUIDELINES

See architectural features & other important features for further elaboration

GATES



- Rear gates should be open in their construction to allow views of the landscape beyond.
- Front gates may be highlighted with arches or simple trellises.
- Consider the gate's use when designing its width and its method of opening. Gate height is limited to four feet maximum.
- Consider interior gates of wrought iron, wood or bent willow if the landscape architectural style creates a series of garden rooms.
- Gate posts should be larger than the fence posts and topped with decorative caps or finials.
- Gates may be made of materials which complement but differ from the fence material.
- All gates should complement the architectural style of the home.

WALLS

- As was the case with the gates and fences, walls should take their cue from the architectural style of the residence.
- Walls should blend with any exposed masonry, not compete with it.
- Consider first walls of brick, stone (dry or mortared) or masonry (stucco or cast stone). Segmental wall systems are not recommended.
- Landscape timber walls (4" x 6" and larger) may be used for garden plots or herbal plantings. Wall height is limited to a maximum of 18". Wood caps should be provided for all timber walls.

ARBORS, ARCHES AND PERGOLAS

Arbors, follies, pavilions and pergolas should be considered for the residential gardens.

- Place arbors with their backs against a fence or wall. They may also be sited in the middle of the garden with plantings as a backdrop.
- Consider pergolas for creating shaded walkways. Pergolas should complement the residence's architecture, especially when they are joined.
- Arches are intended as symbolic gateways strengthening the sense of arrival or exit from a garden or residence.

EDGING

- Planting beds, lawns and pathways may be edged with stone, brick, concrete, or wood. Spaded edging may be used between lawns and plant beds.

UTILITY EQUIPMENT

- Meters and other outdoor utility equipment locations must be carefully planned for in the early stages of each residence design.
- Fencing and/or landscaping will be required for screening of this equipment.
- A screening plan must be submitted to the Design Review Committee for approval.





OAK



MAGNOLIA

PLANT TYPES

The following plant types are recommended as appropriate at Quarterpath at Williamsburg.

CANOPY TREES

Acer rubrum "Autumn Blaze"	"Autumn Blaze" Red Maple
Acer rubrum var. drummondii	Drummond Red Maple
Acer rubrum "October Glory"	"October Glory" Red Maple
Acer rubrum "Red Sunset"	"Red Sunset" Red Maple
Betula nigra	River Birch
Carya ovata	Shagbark Hickory
Ginkgo biloba	Maidnhair Tree (male)
Liquidambar styraciflua	Sweet Gum
Liquidambar styraciflua "Rotundiloba"	Sweet Gum
Liriodendron tulipifera	Tulip Poplar
Nyssa aquatica	Water Tupelo
Nyssa sylvatica	Black Gum
Nyssa sylvatica var. biflora	Swamp Tupelo
Platanus x acerfolia "Bloodgood"	London Plane Tree
Quercus hemisphaerica	Laurel Oak
Quercus laurifolia	Swamp Laurel Oak
Quercus nigra	Water Oak
Quercus phellos	Willow Oak
Quercus shumardii	Shumard Oak
Quercus virginiana "Highrise"	Live Oak
Quercus virginiana "Southern Shade"	Live Oak
Ulmaceae zelkova serrata	Japanese Zelkova

EVERGREEN TREES

Cedrus deodora	Deodar Cedar
Chamaecyparis	Atlantic Whitecedar
Ilex glabra	Inkberry
Ilex opaca	American Holly
Ilex verticilla	Winterberry
Ilex vomitoria	Yaupon Holly
Juniperus virginiana	Eastern Red Cedar
Magnolia grandiflora "Brackens Brown Beauty"	Southern Magnolia
Magnolia grandiflora greenback	Greenback Magnolia

Magnolia virginiana	Sweetbay Magnolia
Pinus strobus	White Pine
Pinus taeda	Loblolly Pine
Thuja occidentalis	Eastern Arborvitae

ORNAMENTAL TREES

Amelanchier arborea	Downy Serviceberry
Amelanchier canadensis	Serviceberry
Betulus nigra	River Birch
Cercis canadensis	Eastern Redbud
Chionanthus virginicus	Fringe Tree
Cornus kousa	Kousa Dogwood
Cornus florida	Flowering Dogwood
Crateagus flava	October Hawthorne
Lagerstroemia indica	Crape Myrtle
Magnolia virginiana	Sweetbay Magnolia
Persea borbonia	Red Bay
Pistacia chinensis	Chinese Pistache
Salix nigra	Black Willow
Styrax japonica	Japanese Snowbell

DECIDUOUS SHRUBS

Aralia spnosa	Devil's Walking Stick
Aronia arbutifolia	Red Chokeberry
Calycanthus floridus	Sweetshrub
Clethera alnifolia	Sweet Pepper Bush
Cotinus coggygria "Grace"	Pink Smokebush
Cornus amomum	Silky Dogwood
Cornus racemosa	Grey Dogwood
Cyrilla racemiflora	Swamp Cyrilla
Forsythia x intermedia	Forsythia
Hamamelis x intermedia "Arnold Promise"	Arnold Promise Witchhazel
Hibiscus moscheutos	Rose Mallow
Hydrangea arborescens	Wild Hydrangea
Hydrangea macrophylla	Bigleaf Hydrangea
Hydrangea paniculata "Grandiflora"	Pee Gee Hydrangea
Hydrangea quercifolia	Oakleaf Hydrangea
Ilex verticilla	Winterberry
Ilex virginica	Virginia Sweetspire
Itea virginica	Virginia Sweetspire
Nandina domestica	Nandina
Rhododendron atlanticum	Coast Azalea
Rhododendron periclymenoides	Pinxter Azalea



NANDINA



HIBISCUS - ROSE MALLOW



PIN OAK & SNOWBALL VIBURNUM



AZALEA

<i>Rhododendron viscosum</i>	Swamp Azalea
<i>Rhus glabra</i>	Smooth Sumac
<i>Sambucus canadensis</i>	Common Elderberry
<i>Spirea japonica</i>	Japanese Spirea
<i>Taxodium distichum</i>	Bald Cypress
<i>Vaccinium corymbosum</i>	Highbush Blueberry
<i>Viburnum dentatum</i>	Arrowwood Viburnum
<i>Viburnum plicatum tomentosum</i>	Japanese Snowball Viburnum
<i>Viburnum prunifolium</i>	Blackhaw Viburnum

EVERGREEN SHRUBS

<i>Abelia grandiflora</i>	Abelia
<i>Cyrilla racemiflora</i>	Swamp Cyrilla
<i>Ilex crenata</i>	Japanese Holly
<i>Ilex cornata 'Burfordii'</i>	Chinese Holly
<i>Hypericum x "Hidcote"</i>	Hidcote St. John's Wort
<i>Ilex glabra</i>	Inkberry
<i>Myrica cerifera</i>	Wax Myrtle
<i>Myrica heterophylla</i>	Southern Bayberry
<i>Myrica pennsylvanica</i>	Northern Bayberry
<i>Nandina domestica</i>	Heavenly Bamboo
<i>Juniperus chinensis sargentii</i>	Sargent's Juniper
<i>Prunus laurocerasus 'Otto Luyken'</i>	Otto Luyken Cherry Laurel
<i>Rhododendron atlanticum</i>	Coast Azalea
<i>Rhododendron viscosum</i>	Swamp Azalea
<i>Rhodotypos scandeus</i>	Black Jetbead
<i>Viburnum tinus</i>	Laurustinus



LOBELIA

ORNAMENTAL GRASSES

<i>Andropogon virginicus</i>	Broomsedge Bluestem
<i>Argostis perennans</i>	Autumn Bentgrass
<i>Calamagrostis canadensis</i>	Bluejoint Reedgrass
<i>Carex crinita</i>	Long Hair Sedge
<i>Carex conica</i>	Sedge
<i>Carex lurida</i>	Sallow Sedge
<i>Carex stricta</i>	Tussock Sedge
<i>Cortaderia selloana</i>	Pampas Grass
<i>Juncus canadensis</i>	Canada Rush
<i>Juncus effusus</i>	Soft Rush
<i>Miscanthus sinensis</i>	Maiden Grass
<i>Panicum virgatum</i>	Switch Grass
<i>Pennisetum alopecuriodes</i>	Fountain Grass
<i>Saccharum giganteum</i>	Giant Plumegrass

FERNS

<i>Adiantum pedatum</i>	Maidenhair Fern
<i>Athyrium asplenoides</i>	Southern Ladyfern
<i>Dryopteris intermedia</i>	Evergreen Woodfern
<i>Osmunda cinnamomea</i>	Cinnamon Fern
<i>Osmunda regalis</i>	Royal Fern
<i>Thelypteris palustris</i>	Marsh Fern

VINES

<i>Celastrus scandens</i>	Climbing Bittersweet
<i>Clematis</i> spp.	Clematis
<i>Hydrangea anomala petiolaris</i>	Climbing Hydrangea
<i>Geldemium sempervirens</i>	Carolina Jessamine
<i>Parthenocissus quinquefolia</i>	Virginia Creeper
<i>Polygonum aubertii</i>	Silver Fleecevine

GROUNDCOVERS

<i>Euonymus fortunei</i> 'Coloratus'	Purple Wintercreeper
<i>Hypericum perforatum</i>	St. Johnswort
<i>Juniperus horizontalis</i>	Creeping Juniper
<i>Liriope muscari</i>	Lilyturf
<i>Ophiopogon japonicum</i> 'Nana'	Mondo Grass
<i>Phlox subulata</i>	Thrift; Moss Pink
<i>Sarcococca hookeriana</i>	Sarcococca Sweetbox

PERENNIALS

<i>Aster cordifolius</i>	Heart-leaved Aster
<i>Aster novi-belgii</i>	New York Aster
<i>Caltha palustris</i>	March Marigold
<i>Chelone glabra</i>	White Turtlehead
<i>Cimicifuga racemosa</i>	Bugbane
<i>Coreopsis</i> spp.	Coreopsis
<i>Eupatorium coelestinum</i>	Mistflower
<i>Eupatorium fistulosum</i>	Joe Pye Weed
<i>Helianthus angustifolius</i>	Narrow-leaf Sunflower
<i>Helianthus decapetalus</i>	Ten-petaled Sunflower
<i>Heliopsis helianthoides</i>	Oxeye Sunflower
<i>Iris prismatica</i>	Slender Blueflag
<i>Iris virginica</i>	Virginia Blueflag
<i>Liatris graminifolia</i>	Gramleaf Blazing Star
<i>Lobelia</i> spp.	Lobelia
<i>Maianthemum racemosa</i>	False Solomon's Seal



RED MAPLE AND OTHER MIXED TREES SHOWING FALL COLOR



CLEMATIS

<i>Maertensia virginica</i>	Virginia Bluebells
<i>Monarda fistulosa</i>	Wild Bergamont
<i>Oenothera fruticosa</i>	Sundrops
<i>Peltandra virginica</i>	Arrow Arum
<i>Penstemon laevigatus</i>	Smooth Beardtongue
<i>Phlox paniculata</i>	Summer Phlox
<i>Polemonium reptans</i>	Soloman's Seal
<i>Pontederia cordata</i>	Pickerel Weed
<i>Rudbeckia hirta</i>	Black-eyed Susan
<i>Rudbeckia laciniata</i>	Cut-leaved Coneflower
<i>Rudbeckia triloba</i>	Three-lobed Coneflower
<i>Saxifraga virginiana</i>	Early Saxifrage
<i>Sedum ternatum</i>	Wild Stonecrop
<i>Solidago caesia</i>	Bluestem Goldenrod
<i>Solidago sempervirens</i>	Seaside Goldenrod
<i>Tradescantia virginiana</i>	Virginia Spiderwort
<i>Vernonia noveboracensis</i>	New York Ironweed
<i>Viola cucullata</i>	Marsh Blue Violet
<i>Zephranthes atamasco</i>	Atamasco Lily



LIRIOPE



EVERGREEN SHRUBS



Signage Design Guidelines



STATEMENT OF INTENT

The intent of these guidelines is to ensure that the signage throughout is of an appropriate size and scale to its location on the individual buildings and serves to create a pleasant and harmonious environment. It is also the intent of these guidelines to provide order and to avoid visual clutter in the area by requiring consistency in the placement and arrangement of various types of signage. Signage can either disrupt or reinforce a development's character.

Signage has hierarchies vertically and horizontally on a building's face. Generally, the higher a sign goes on a building's façade, the more monumental in scale it becomes. Signage must be exact in size, shape, lighting, color, and placement. The lower or closer to the street level, the more pedestrian in scale a sign becomes. Between these two points, signage may exist as the design of a building's façade permits. All signage must meet zoning requirements and approval in addition to Design Review Committee.

DEFINITIONS

- **A-Frame Sign:** A sign which, typically, folds open to be self-supporting, and which is typically placed along a pathway to serve as a form of advertisement. A-frame signs may be adjacent to but may not obstruct the minimum clear movement zone.

- **Awning Sign:** A sign painted on, printed on, or attached flat against the surface of a shelter projecting from, and supported by, the exterior wall of a building constructed of non-rigid material on a supporting framework.
- **Blade Sign:** A sign physically inscribed upon, or attached to, a panel which is suspended from, or supported on, brackets running perpendicular to the face of the building to which they are attached.
- **Building Frontage:** The length or width of each side of a building which side either faces a right-of-way or provides public access into the building.
- **Building Identification Sign:** A sign, the purpose of which is to identify, name, or provide other form of distinction to a particular building, though not to an owner or tenant of the building.
- **Building Sign:** A sign physically inscribed upon, affixed to, or supported by a building including, without limitation, awning signs, nameplate signs, and wall signs, but excluding window signs. A sign painted on, or attached to and erected parallel to, the face of an outside wall of a building, and not projecting more than 18 inches from the wall.
- **Commercial/Office Directories:** A non-advertising sign, attached to a wall, that lists the building occupants.
- **Major Building Signage:** Sign which comprise the primary building identification. Varies in size depending on application.
- **Name Plate:** Professional name plates and signs denoting the name and, perhaps, address of the occupants of the premises, which signs shall not exceed one (1) square foot in sign area. Such signs shall also include estate identification and signs used by churches, synagogues or civic organizations.
- **Projecting Sign:** A sign attached to a structure wall and extending outward from the wall more than twelve inches (12").
- **Sign:** Any fabricated sign or outdoor display structure consisting of any letter, figure, character, mark, point, plane, marquee sign, design, poster, pictorial, picture, stroke, stripe, line, trademark, reading matter or illuminating device, which is constructed, attached, erected, fastened or manufactured in any manner so that the same shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine or merchandise, and displayed in any manner out of doors for recognized advertising purposes.
- **Wall Sign:** Any sign attached parallel to, but within six inches of, a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.
- **Window Sign:** A sign which is physically affixed to a building window or within 4'-0" of the plane of the window.

ENVIRONMENTAL SIGNAGE

HOSPITAL PROPERTY SIGNAGE

The Riverside Hospital property and building signage standards will be independent of standards set forth in the Quarterpath at Williamsburg Design Guidelines Book. Riverside Hospital shall set the signage standards and guidelines for all required signage located on the hospital property.

COMMUNITY ENTRY SIGNAGE

Masonry entry monuments are to be provided at certain key access points to Quarterpath at Williamsburg. These will be smaller scaled feature elements similar to the collector gateway signs. Each sign shall be no greater than 24 square feet and no greater than 10 feet tall. Sign must meet zoning ordinance. No wayfinding signage is permitted. Only entry signage to campus or neighborhoods.

PEDESTRIAN WAYFINDING SIGNS

In addition to signage elements oriented towards vehicular traffic, additional signage for pedestrian orientation and public celebration are also encouraged.

- Pedestrian Way-Finding Signs
 - » These are text-based signs used to guide pedestrians along travel routes to particular destinations. They should be located along designated street routes in the street furniture zone of the sidewalk. In green spaces, they should be located along pathways. They are encouraged to be provided at regular intervals and at significant changes in the direction of travel. Each sign shall not exceed 25 square feet.
- Area Directories
 - » These are simplified maps, or graphic diagrams, with accompanying text used to orient the pedestrian. These elements are generally located within the street furniture zone of the sidewalk. They are encouraged to be in public plazas and at the entry points to parking areas/structures and, possibly, at transit stops and significant street intersections.
- Area directories should be sized as appropriate for the scale and context of their proposed location. Lighting, whether overhead or internal, should be considered, and a “you are here” indicator should be incorporated to orient the viewer. They should be designed to the pedestrian scale and be ADA compliant.



SIGNAGE OF APPROPRIATE SIZE AND SCALE PROVIDES CLARITY, STRENGTHENING A DISTRICT'S IDENTITY.



PEDESTRIAN WAY-FINDING SIGNS SERVE TO GUIDE THE PEDESTRIAN THROUGHOUT THE COMMUNITY.



BANNER SIGNAGE CAN BE AN ATTRACTIVE ADDITION TO THE STREETScape.

These three levels of signage should be designed with a progressive level of detail. Less articulation and greater monumentality should be evident for the gateways along connector and arterial routes. Yet, for elements located at the principal entrances into individual zones of Quarterpath, greater articulation and detail with more consideration for the pedestrian scale and the context of the street should be provided.

When calculating the signage area, the feature to which the actual sign is affixed, whether building, garden wall, free-standing column, or other architectural element shall not be considered as part of the square footage area of the sign, providing that this element serves as visual background for the sign, and is not, itself, a sculptural, promotional element.

PUBLIC EVENT/FESTIVAL BANNERS

Public event and festival banners are signs that provide information on upcoming public events or privately-sponsored festivals. Such events may overlap onto portions of the right-of-way. Approved banners may be proposed for location on either public or private property. Banners are typically constructed of treated cloth, canvas, or fabric. Other light materials that are appropriate for exterior applications may also be used. Banners over public right-of-way may be subject to county approval.

Banners may be:

- On building façades
- Suspended from gateways in private or public plazas on structural posts
- Temporary or permanent, erected specifically for the display of the public event/festival banner
- Within the space of the sidewalk, plaza, or other pedestrian areas, the bottom of the banner should be at least 8 feet above the pedestrian way
- Within the space of the street, the bottom of the banner should meet the minimum height requirements determined by the County

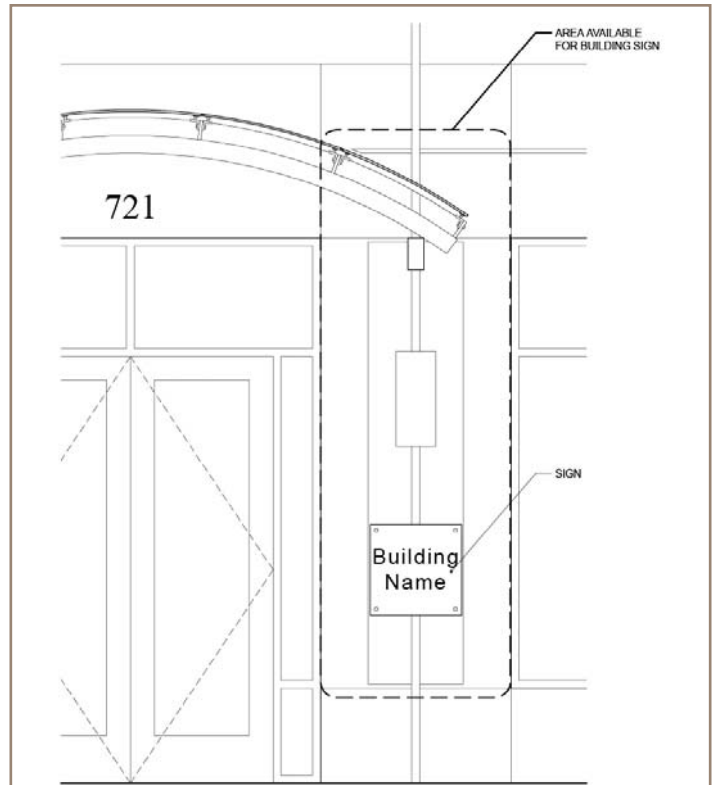
PERMANENT STREET BANNERS

Permanent Street Banners on the light poles shall be allowed in Quarterpath to help draw attention to “place” and to help identify the area. The permanent banners will also be used to promote special events happening in the development, or can be changed seasonally. These banners are of a small scale, as shown in the picture below, and must be affixed to light poles as shown. They will not require separate permits and shall have no time limit so long as the banners are attractive and in good condition.

BUILDING SIGNAGE CRITERIA

MID-RISE BUILDINGS (BUILDINGS BETWEEN 35'-0" AND 60'-0" IN HEIGHT, MEASURED ABOVE GRADE PLANE)

- Building Identification Signage (adjacent to entry locations)
 - » A maximum of one (1) sign is permitted at each public entry door location.
 - » The maximum size of each building identification sign is 6 square feet.
 - » The permitted sign may be located adjacent to the public entry door location, between 2'-0" and 8'-0" above the finished floor.
 - » The permitted sign may be located directly above the public entry door location, between 8'-0" and 15'-0" above the finished floor.
- Commercial Directories (adjacent to entry locations)
 - » A maximum of one (1) directory is permitted per public entry door location.
 - » The maximum size of each directory sign shall be 6 square feet.
 - » The permitted signs may be located directly adjacent to the public entry door location, between 2'-0" and 8'-0" above the finished floor.
- Major Tenant Signage (atop building)
 - » A maximum of two (2) signs are permitted on each building, representing one (1) major tenant.
 - » The maximum size of a major tenant sign shall be 150 square feet.
 - » No more than one (1) sign per building façade shall be permitted.
 - » A major tenant sign shall be located at the top floor of the building.
 - » No portion of any major tenant sign may project above the roof line or parapet wall of the building.
- Parking Structure Signage - Readily identifiable signage should be provided to encourage the use of parking structures
 - » Major Building Signage
 - A maximum of two (2) major building signs shall be permitted on each building.
 - The maximum size of any single sign shall be 125 square feet.
 - No more than one (1) sign per building face shall be permitted.
 - The major building sign shall be located at the top floor of the building, unless otherwise approved by the Design Review Committee.



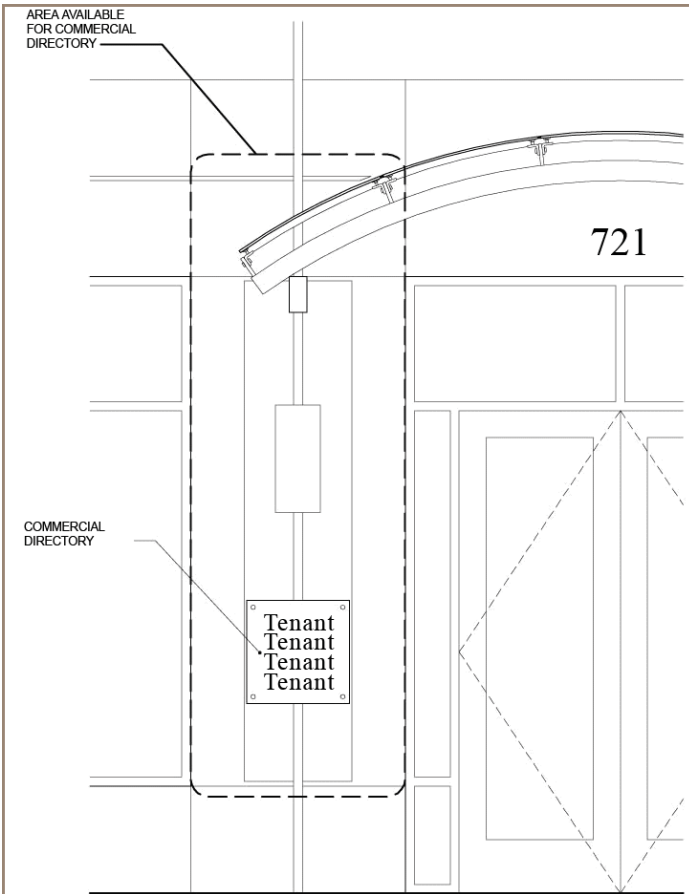
PLACEMENT FOR A BUILDING IDENTIFICATION SIGN ADJACENT TO ENTRY DOOR. EACH BUILDING IDENTIFICATION SIGN MAY BE A MAXIMUM OF 6 SQUARE FEET.



AN EXAMPLE OF BUILDING IDENTIFICATION SIGNAGE ON A HIGH-RISE BUILDING.



BUILDING IDENTIFICATION SIGNS AT VEHICULAR ENTRY LOCATIONS SHALL BE A MAXIMUM OF 60 SQUARE FEET.



COMMERCIAL DIRECTORY SIGNS ARE PERMITTED ADJACENT TO ENTRY DOOR. EACH TO BE A MAXIMUM OF 6 SQUARE FEET.

- No portion of the major building sign may project above the roof line or parapet wall of the building.
- » Building Identification Signage (at vehicular entry locations)
 - A maximum of one (1) sign is permitted at each public entry location.
 - The maximum size of a building identification sign shall be 60 square feet.
 - The permitted sign shall be located directly above the vehicular entry location(s).
- » Building Identification Signage (at pedestrian entry locations)
 - A maximum of one (1) sign is permitted at each public entry location.
 - The maximum size of each building identification sign shall be 6 square feet.
 - The permitted sign may be located adjacent to the entry location, between 2'-0" and 8'-0" above the finished floor, or directly above the public entry location, between 8'-0" and 15'-0" above the finished floor.
- » Inner Illuminated Blade-Type "Parking" Directional Sign
 - A maximum of one (1) sign is permitted per entry location.
 - The maximum size of each blade-type "parking" directional sign shall be 80 square feet.

- Second Floor Tenant Signage (at lower 2 floors of building)
 - » See Signage Guidelines for Low-Rise Buildings.
- First Floor Tenant Signage (at lower 2 floors of building)
 - » See Signage Guidelines for Low-Rise Buildings.

LOW-RISE BUILDINGS (BUILDINGS LESS THAN 35'-0" IN HEIGHT, MEASURED ABOVE GRADE PLANE)

(Note: No commercial or first floor tenant signage shall be permitted to project above the level of a residential floor.)

- Building Identification Signage
 - » A maximum of one (1) building identification sign is permitted per public lobby entrance.
 - » The maximum size of each building identification sign is to be 4 square feet.
 - » The permitted sign may be located adjacent to the entry doors, between 2'-0" and 8'-0"



LOW RISE BUILDINGS MAY HAVE ONE BUILDING IDENTIFICATION SIGN PER PUBLIC ENTRANCE LOBBY. MAXIMUM SIZE IS 4 SQUARE FEET.

above the finished floor.

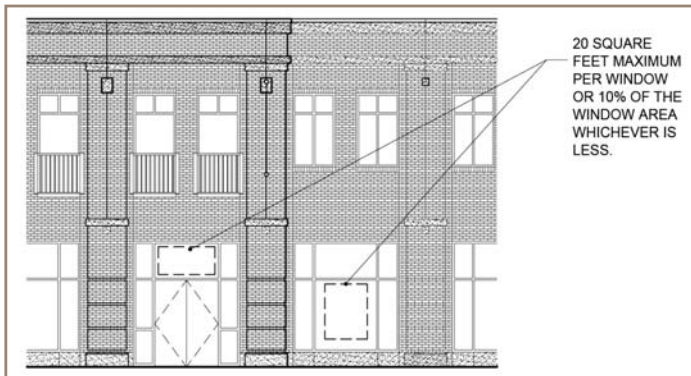
- Commercial Directories
 - » A maximum of one (1) directory sign is permitted per public lobby entrance.
 - » The maximum size of each building identification sign is to be 4 square feet.
 - » The permitted sign may be located adjacent to the entry doors, between 2'-0" and 8'-0" above the finished floor.
- Second Floor Tenant Signage
 - » Major tenant signage (atop building on 1 and 2 story buildings, or between second floor window heads and third floor window sills on taller buildings)
 - No more than one (1) second floor major tenant sign shall be permitted per building frontage.
 - The maximum size of a major tenant sign for a second floor tenant shall be 60 square feet.
 - The permitted sign shall not be located above the roof line or parapet wall of the building or above the third floor window sill line for tenants in taller buildings.
 - » Commercial Directory Signage
 - Second floor tenants are permitted to have identification on the building commercial directories.
 - The permitted identification shall be in conformance with the character of the directory.
- First Floor Tenant Signage
 - » First floor tenants are permitted four (4) signs total.
 - » Corner signage which establishes a visual presentation to both streets shall be counted as two (2) signs. Corner signs are only available for tenants that are leasing the corner space.
 - » First floor tenants may select from the following sign types: major tenant signage, typical first floor tenant storefront signage, window signage, awning signage, and blade signage.
 - Major tenant signage (atop building on 1 and 2 story buildings, or between second floor window heads and third floor window sills on taller buildings)
 - Major tenant signage is only permitted for a first floor tenant leasing a minimum of 60'-0" in length of building frontage.
 - The maximum size of a major tenant sign for a first floor tenant shall be 60 square



SECOND FLOOR MAJOR TENANT SIGNAGE SHALL BE A MAXIMUM OF 60 SQUARE FEET.



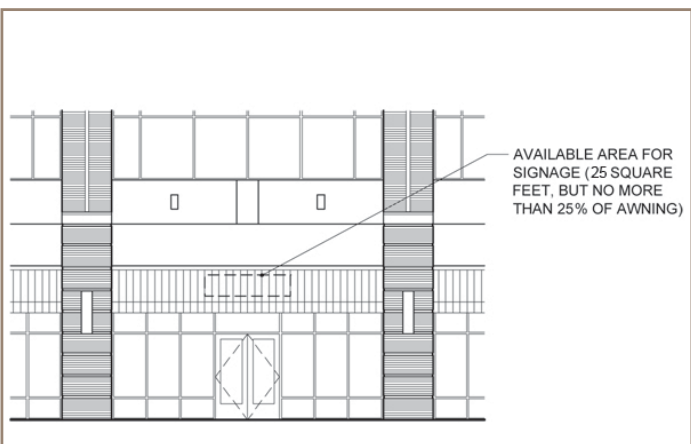
A MAXIMUM OF ONE SECOND FLOOR MAJOR TENANT SIGN IS PERMITTED PER SECOND FLOOR TENANT. SIGNAGE MAY BE MOUNTED TO THE PARAPET, BUT MAY NOT PROJECT ABOVE THE PARAPET CAP.



EXAMPLE OF FIRST FLOOR TENANT WINDOW SIGNAGE.



EFFECTIVE WINDOW SIGNAGE CAN COMPLIMENT THE STOREFRONT.



FIRST FLOOR AWNING SIGNAGE EXAMPLE.



A MAXIMUM OF TWO NAMES, EMBLEMS, LOGOS, OR INSCRIPTIONS PER AWNING.

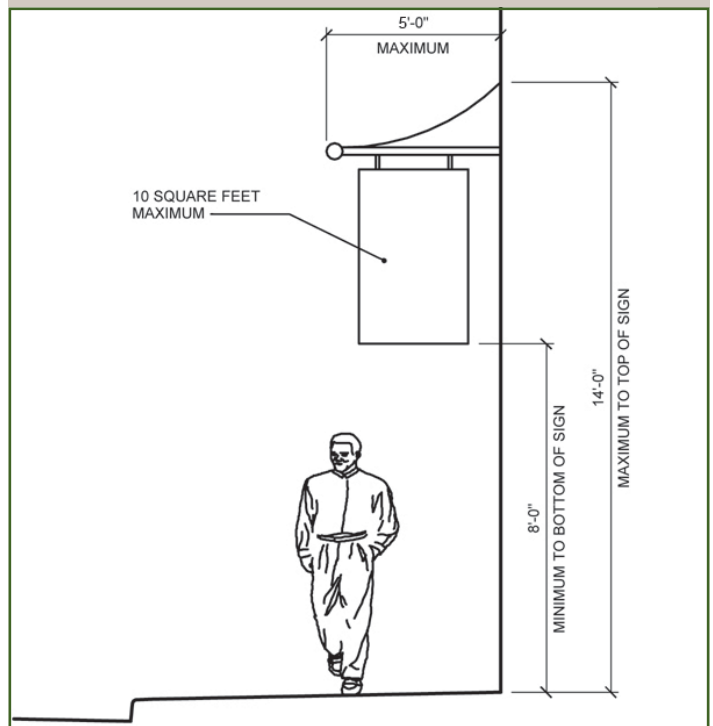
feet.

- No portion of the sign may project above the roof line or parapet wall on 1 and 2 story buildings
- On taller buildings, no portion of the sign may project above the third floor window sill line.
- Typical first floor tenant storefront signage (above tenant entry doors yet beneath the second floor window sill)
 - The maximum size of typical storefront signage shall be 40 square feet.
 - Typical storefront signage shall be located in the signage panel provided above the first floor window head and below the second floor window sill.
- Window Signage
 - A window sign is any sign, emblem, or logo which is affixed to the storefront or suspended within the front plane of the storefront.
 - The maximum size of any window sign shall be 20 square feet or 10% of the cumulative window area which ever is less.
 - Window signage may be located anywhere within the fenestration opening.
- Awning Signage
 - The maximum size of an awning sign shall be 25 square feet, but shall not be greater than 25% of the size of the awning.
 - A maximum of two (2) names, emblems, logos, or inscriptions shall be permitted per awning.
 - Awnings shall not be permitted to cover any portion of upper floor windows.
- Blade Signage

- The maximum size of any blade signage shall be 10 square feet.
- A blade sign shall be mounted such that the bottom edge of the sign, or supporting element, is no lower than 8'-0", and the top edge of the sign, or supporting element, is no higher than 14'-0" above the finished floor.
- Blade signs shall not project more than 5'-0" from the face of the building.
- Eating/Drinking Establishments Menu Display Signs
 - » A maximum of two (2) menu display signs are permitted per eating/drinking establishment.
 - » The maximum size of any sign shall be 8 square feet.
 - » The sign shall be orderly displayed, and compatible with the overall design of the establishment.
 - » Menu display signs are subject to the approval of the Design Review Committee.



AN EXAMPLE OF A BLADE SIGN.



BLADE SIGNS PROVIDE EASY IDENTIFICATION FOR PEDESTRIANS.



EACH ESTABLISHMENT IS PERMITTED A MAXIMUM OF TWO MENU DISPLAY SIGNS.



MENU DISPLAY SIGN SHALL BE A MAXIMUM OF 8 SQUARE FEET.



A MAXIMUM OF ONE FREE-STANDING REAL ESTATE SIGN IS PERMITTED PER SITE.

REAL ESTATE SIGNS

UNDEVELOPED SITES

- One (1) free-standing sign shall be permitted on undeveloped sites.
- The permitted sign shall be no more than 16 square feet in area.
- The permitted sign shall be no more than 6 feet in height.
- No more than one (1) sign shall be permitted per site.

DEVELOPED PROPERTIES

(Note: Real estate signs for individual residential units are not permitted in any location.)

- Only one (1) sign shall be permitted per lease unit (existing demised area) for commercial and retail property; and one (1) sign per each on-site leasing office for each residential property or complex.
- The permitted sign shall be no more than 6 square feet in area.
- The permitted sign shall be removed immediately upon signing of a lease or purchase agreement for the advertised space or property.

PROHIBITED SIGNS

- Discontinued Business Signs - Any sign which advertises or publicizes any activity, business, product or service no longer produced or conducted on the premises upon which the sign is located.
- Permanent High Intensity Signs - Signs which contain or consist of flags, pennants, ribbons, streamers, spinners, strings of light bulbs, flashing lights, or other similar moving devices, with the exception of special event signs, decorations, or LED signs approved by the Design Review Committee pursuant to the Temporary Use Regulations. These devices when not part of any sign are similarly prohibited.
- Snipe Signs - Independent advertisements attached to trees, telephone poles, public benches, street lights or placed on any public property or right-of-way.
- Signs Resembling Official Signs and Signals - Signs imitating or resembling official traffic or government signs or signals except approved private traffic signs.
- Signs on Vehicles - Signs placed on vehicles or trailers which are parked or located for the primary purpose of displaying such sign. This does not apply to allowed temporary signs or to signs or lettering on buses, taxis or vehicles operating during the normal course of business.
- Illegal Activities - Signs advertising activities which

are illegal under federal, state or county laws or regulations.

- Signs Above Roof Lines - Signs which are mounted so as to be displayed above the roof line or parapet of the building to which they are attached.
- Portable Signs - Portable signs, with the exception of those approved by the Design Review Committee.
- Off Premises Signs - Unless specifically authorized by this Section.
- Box Sign - A three-dimensional container with four sides perpendicular to the base and with a face plate which displays the names, marks, emblems, logos, or other characters. (This is not permitted)



REAL ESTATE SIGNAGE IS PERMITTED PROVIDING EACH IS NO MORE THAN 16 SQUARE FEET.



Design Review Process

DESIGN REVIEW PROCEDURE

GOALS AND INTENT

Quarterpath at Williamsburg seeks to establish a pedestrian friendly village emulating the historic charm of neighboring areas, while embracing the vitality of a new residential, retail, and commercial destination. Quarterpath at Williamsburg will package small town living while offering the highest level of quality in craftsmanship and design. Through thoughtful planning and site considerations, the development will forge a harmonious relationship between the existing natural environment and the historic character of Williamsburg. This site's close proximity to existing retail, Kingsmill, and Interstate 64 make the Quarterpath at Williamsburg development a prime location.

The Developer will join with the property owners to form a Design Review Committee (DRC) of at least three, but no more than seven people. This committee will review all building and landscape design within. Once reviewed the determination of the DRC will be mandatory and enforceable by standard legal means. Following are the requirements and procedures for submitting a design to the DRC.

1. Complete application and return it with a set of documents to DRC secretary.
2. The DRC requires up to two weeks to review the documents.
3. DRC meets adhoc and will schedule review together or individually.
4. Applicant is interviewed at the DRC meeting and determination of approval or resubmission made.
5. DRC conducts monthly site inspections.

6. On approved completion the completion bond/fee is returned by the DRC secretary.

DOCUMENTS

DOCUMENTS REQUIRED FOR SUBMISSION PRIOR TO CONSTRUCTION:

- Application
- Schematic floor plans and elevations (min. 1/8" = 1'-0")
- Preliminary landscape and site plan (min 1" = 20')
- List of proposed exterior materials
- Sample color chips for exterior colors and roof
- This guideline page, signed

VARIANCES & RESUBMISSIONS

1. Variances will be considered only in cases where the property will not allow compliance with these guidelines or where the guidelines are clearly in error or lacking guidance.
2. Variances from zoning rules and regulations must also be approved by the appropriate city agency (see DRC secretary for zoning text and procedure).
3. Differences of opinion between owner, builders, and the DRC/Town Architect are not grounds for a variance.

I certify that I have read and will comply with the requirements in these guidelines pages.

Owner: Print & Sign _____ Date _____

Builder: Print & Sign _____ Date _____

(insert/attach an application form).



5000 OLD OSBORNE TURNPIKE
RICHMOND, VA 23223

PO BOX 8089
RICHMOND, VA 23223

TELEPHONE 804/222-6771 | FAX: 804/222-6778

**Articles of Incorporation
Quarterpath Residential Sub Association No. 1, Inc.**

ARTICLES OF INCORPORATION

OF

QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC.

In compliance with the requirements of Chapter 10 of Title 13.1 of the 1950 Code of Virginia, as amended (the "Code of Virginia"), the undersigned, who is at least twenty-one (21) years of age, has this day, by execution of these Articles of Incorporation, voluntarily declared himself to be an incorporator for the purpose of forming a nonstock corporation pursuant to the general laws of the Commonwealth of Virginia, and does hereby certify:

ARTICLE I.
Definitions

The words in these Articles which begin with capital letters (other than words which would be normally capitalized) shall have the following meanings assigned to them.

"Additional Land" shall mean and refer to the real estate described in Exhibit A to the Declaration.

"Annual Assessments" shall mean and refer to the Annual General Assessment and Services Assessment levied by the Association in each of its fiscal years pursuant to Article IV of the Declaration.

"Annual General Assessment" shall mean and refer to the annual charge shared by all Class A members (excluding those who only own Exempt Property) and established pursuant to Article IV of the Declaration.

"Assessable Property" shall mean and refer to all of the Property except such part or parts thereof as may from time to time constitute Exempt Property.

"Association" shall mean and refer to Quarterpath Residential Subassociation No. 1, Inc., a Virginia non-stock corporation, its successors and assigns. The Association is sometimes referred to as the Corporation.

"Board of Directors" and "Board" shall mean and refer to the Board of Directors of the Association.

"Class A Members" shall mean and refer to all Owners excluding the Association and excluding the Declarant for so long as it is the Class B Member.

"Class B Member" shall mean and refer to the Declarant.

"Clerk's Office" shall mean and refer to the Clerk's Office of the Circuit Court for the City of Williamsburg, Virginia.

"Cluster" shall mean and refer to a group of Lots designated as such by the Declarant.

"Declarant" shall mean and refer to QUARTERPATH WILLIAMSBURG, LLC, a Virginia limited liability company, its successors and assigns; provided, however, that no successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in an instrument of succession or assignment designating a party as Declarant hereunder or which pass by operation of law, and such successor or assign accepts the same. Declarant reserves the right to assign in whole or in part its rights as the "Declarant" to any Owner of all or any part of the Property or any owner of any portion of the Additional Land.

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Quarterpath Residential Subassociation No. 1 recorded, or to be recorded, among the land records of Williamsburg, Virginia, as it may from time to time be amended, supplemented, modified and/or restated in the manner provided therein.

"Development Period" shall mean and refer to the period commencing on the date of the Declaration and terminating on the earlier of (a) one (1) year after the date on which Declarant no longer owns any part of the Property or the Additional Land; or (b) any earlier date specified by Declarant in a written notice to the Association that the Development Period is to terminate on that date.

"Dwelling Unit" shall mean any portion of the Property, as improved, intended for any type of independent ownership for use and occupancy as a residence by one household and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) a condominium unit, an apartment or cooperative unit, a duplex unit, a townhouse, single family attached or detached or zero lot line home, as may be used and defined as herein provided or as provided in subsequent amendments or supplements to the Declaration covering all or part of the Property.

"Exempt Property" shall mean and refer to (i) all interest in land (including Lots) and structures and Residential Subassociation No. 1 Community Facilities owned by the Association for so long as the Association shall be the owner thereof; (ii) all land (including Lots) and structures owned by Declarant; and (iii) all properties dedicated to and accepted by a public authority.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property which has been subjected to the Declaration and upon which a Dwelling Unit(s) could be constructed in accordance with Williamsburg zoning ordinances and to each condominium unit or apartment or cooperative unit on the Property created in accordance with the applicable laws of Virginia in effect from time to time. "Lot" shall not mean or refer to Residential Subassociation No. 1 Community Facilities.

"Master Association" shall mean Quarterpath Mixed-Use Community Association, Inc., a Virginia nonstock corporation or its successors or assigns.

"Master Declaration" shall mean the Master Declaration of Covenants, Easements and Restrictions for Quarterpath at Williamsburg (Mixed-Use), dated April 10, 2014, and recorded

with the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, as Instrument Nos. 140709 and 140006168.

"Member" shall mean each Class A Member and Class B Member of the Association.

"Mortgagee" shall mean the holder of any recorded mortgage, or the trustee and beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage," as used herein, shall include deeds of trust. References to the "holder" of a Mortgage shall include the trustee and the beneficiary under any recorded Deed of Trust. "First Mortgagee" as used herein, shall mean a holder of a Mortgage with priority over all other Mortgages. As used in the Declaration, the term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in the Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. References herein to the foreclosure of a Mortgage shall include the exercise of a power of sale under such Mortgage, as well as a judicial foreclosure of the Mortgage.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Property but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of this definition, the owner of Lots in an apartment in which the Dwelling Units are held out for rent, shall be the record owner of the apartment building or buildings. The owner of Lots in a cooperative shall be the cooperative corporation.

"Person" shall mean and refer to any individual, corporation, limited liability company, joint venture, partnership, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other separate legal entity.

"Property" shall mean and refer to such Additional Land as may be hereinafter subjected to the Declaration pursuant to the provisions thereof.

"Resident" shall mean and refer to (i) each individual occupying any Dwelling Unit pursuant to a lease agreement with the Owner thereof who, if requested by the Board of Directors, has delivered proof of such lease agreement to the Board of Directors; (ii) members of the immediate family of such individual or of an Owner who actually reside within the Property and in the same household with each such individual or Owner; and (iii) any person who has a fixed place of habitation at a Dwelling Unit of any such individual or Owner to which, whenever he is absent, he has the intention of returning.

"Residential Subassociation No. 1 Community Facilities" and/or **"Residential Subassociation No. 1 Common Area"** (which terms are used interchangeably in these Articles) shall mean and refer to all personal and real property (including without limitation, real property owned in fee simple, leasehold interests in real property, and easement rights in real property) and the improvements thereon from time to time owned or leased by the Association for the

common use and enjoyment of the Members. Residential Subassociation No. 1 Community Facilities and/or Residential Subassociation No. 1 Common Area may (but need not) include any common areas, easement areas, public, neighborhood or community buildings, recreational facilities, swimming pools, tennis courts, natural open space easements, natural resource facilities, parks and other open space land, lakes and streams, Stormwater Management Facilities and drainage facilities including but not limited to Best Management Practice facilities (“BMP’s”), all private streets, alleyways, pipestem driveways, sidewalks, pathway and bikeway systems, pedestrian facilities, cable television facilities, design amenities and other community facilities and buildings needed in connection with water supply, sewage disposal, gas, electric, or other utility lines, equipment or installations. Except as otherwise specifically provided in such writing, no structure (in whole or in part) will be included in Residential Subassociation No. 1 Common Area or Residential Subassociation No. 1 Community Facilities. The Association is responsible for management and maintenance of all Residential Subassociation No. 1 Common Area and Residential Subassociation No. 1 Community Facilities.

“*Services Assessment*” shall mean and refer to the charge or charges imposed upon a Cluster or other section of the Property or against a Subassociation for certain services rendered pursuant to Article IV of the Declaration.

“*Special Assessment*” shall mean and refer to any special charge established pursuant to Article IV of the Declaration.

Any words used in these Articles which are not specifically defined above shall have the meanings assigned to them in the Declaration unless such a meaning would be manifestly improper or unreasonable in the context in which a word is used.

**ARTICLE II.
Name of Corporation**

The name of the Corporation is Quarterpath Residential Subassociation No. 1, Inc., hereinafter called the “Association.”

**ARTICLE III.
Registered Office**

The initial registered office of the Association is located at Kaufman & Canoles, 4801 Courthouse Street, Suite 300, Williamsburg, Virginia 23188, which is in the County of James City, Virginia.

**ARTICLE IV.
Registered Agent**

Paul W. Gerhardt, who is a resident of the state of Virginia, a member of the Virginia State Bar, and whose business address is the same as the registered office, is hereby appointed the initial registered agent of this Association.

**ARTICLE V.
Powers and Purposes**

The Association does not contemplate pecuniary gain or profit to the Members.

The purpose or purposes for which the Association is organized are (i) to provide for the acquisition, construction, management, maintenance and care of the Residential Subassociation No. 1 Common Area and the Residential Subassociation No. 1 Community Facilities, and any area for which the Association is responsible; (ii) at its option to obtain, manage and maintain services for the Property, or sections thereof, including but not limited to, as necessary, refuse collection, grass mowing, street cleaning, landscape and storm water facilities maintenance, parking area maintenance and management, and snow plowing; (iii) to provide for the maintenance of any land shown on the Property and the Additional Land (once subjected to this Declaration) which is intended to be conveyed to or maintained by the Association; (iv) to be a "Residential Association" as defined and described in the Master Declaration; (v) to take other acts or actions which would promote the health, safety or welfare of the Owners and Residents; provided, however, that the Association shall have no power to do any act in contravention of any of the terms of the Declaration. For this purpose, the Association shall have the power and authority to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration, said Declaration being incorporated herein as if set forth at length and made a part hereof;

(b) Fix, levy, collect and enforce payment by any lawful means, of all membership fees, charges, Annual Assessments and Special Assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith, including all office expenses, licenses, taxes or governmental charges levied or imposed against the property of the Association and all other expenses incident to the conduct of the business of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs incurred;

(d) Borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred provided that such acts shall require the consent of the Declarant during the Development Period;

(e) Dedicate, sell or transfer all or any part of the Residential Subassociation No. 1 Common Area to any public or private agency, authority or utility for such purposes and subject to such conditions as the Board of Directors shall determine;

(f) Convey any portion of the Residential Subassociation No. 1 Common Area for the purpose of altering or relocating the boundary lines of the Residential Subassociation No. 1 Common Area or any of the Lots;

(g) Participate in mergers and consolidations with other non-profit corporations, organized for the same purposes or annex additional property and Residential Subassociation No. 1 Common Area, provided that any such merger, consolidation or annexation shall be in accordance with the Declaration and Bylaws;

(h) Enact and amend rules and regulations from time to time to govern the use and enjoyment of the Residential Subassociation No. 1 Common Area, the Residential Subassociation No. 1 Community Facilities, and such other areas of Association responsibility as set forth in the Declaration; provided, however, that no such rules and regulations so adopted shall be in conflict with the Declaration, the Bylaws or these Articles.

(i) Grant permits, licenses and easements under, through and over the Lots (as provided in the Declaration) and the Residential Subassociation No. 1 Common Area, and enter into cost sharing or other agreements with owners of property within close proximity to the Property and the Additional Land, for drainage, utilities, roads and access and other purposes which are reasonably necessary to the ongoing development and operation of the Lots and Residential Subassociation No. 1 Common Area or the development of the Additional Land;

(j) Employ for the Association a "Managing Agent" either as an independent contractor or as an employee, at a compensation to be established by the Board of Directors. The Declarant or an affiliate of the Declarant may be employed as Managing Agent;

(k) Make the payments due under the Declarant Loan(s) (as defined in the Declaration), if any;

(l) Exercise the rights granted to a Residential Association and perform the duties imposed upon a Residential Association as provided in the Master Declaration; and

(m) Have and exercise any and all powers, rights and privileges which (i) a nonstock corporation organized under the laws of the Commonwealth of Virginia by law may now or hereafter have or exercise; and (ii) a residential property owners association subject to the Property Owners' Association Act may now or hereafter have or exercise.

ARTICLE VI. Classes of Members

The Association shall have the following classes of members:

Class A. Subject to the provisions of Article VII below, Class A Members shall be all Owners of Lots excluding the Association and excluding the Declarant for so long as it is the Class B Member. A Person shall automatically become a Class A Member upon his becoming an Owner of a Lot which is not Exempt Property and shall remain a Class A Member for so long as he is an Owner of such Lot.

Class B. The Class B Member shall be the Declarant.

ARTICLE VII.
Voting Rights of Members

Declarant and every Owner of a Lot which is not Exempt Property shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is not Exempt Property.

(a) Each Class A Member shall be entitled to one (1) vote on each matter submitted to the Members for each Lot owned by such Class A Member which is not Exempt Property. If more than one Dwelling Unit is located on any Lot (which is not Exempt Property) the Class A Member owning such Lot shall be entitled to one (1) vote on each matter submitted to the members for each Dwelling Unit located on such Lot. Any Class A Member who is in violation of the Declaration, as determined by the Board of Directors in accordance with the provisions thereof and regulations established thereunder, where such violation continues for 30 days or more after written notice by the Board to such Class A Member, shall not be entitled to vote during any period after such 30th day in which such violation continues.

If a Lot shall be owned by more than one Owner, such Owners shall be deemed to constitute a single Class A Member as to such Lot for voting purposes and shall collectively be entitled to a single vote for such Lot (or for each Dwelling Unit located on such Lot) as to each matter properly submitted to the Members.

(b) The Class B Member will have and may cast one (1) vote, plus three (3) votes for each vote which may be cast by the Class A Members, in all Association matters. The Class B membership shall terminate and become converted to Class A membership (in which case Declarant shall be entitled to one (1) vote on each matter submitted to the Members for each Lot, or if more than one Dwelling Unit is located on such Lot, one (1) vote for each Dwelling Unit located on such Lot, owned by the Declarant notwithstanding that such Lot(s) may constitute Exempt Property) upon the termination of the Development Period.

(c) Notwithstanding the foregoing, in the event of annexation of any Additional Land after the termination of the Development Period, the Class B membership with its attendant votes as allocated in the immediately preceding paragraph (b) shall be reinstated with respect to all Lots owned by the Declarant on the annexed property. Class B membership shall cease and be converted to Class A membership (in which case the Declarant shall be entitled to one (1) vote on each matter submitted to the Members for each Lot or, if there is more than one Dwelling Unit located on a Lot, one vote for each Dwelling Unit located on each Lot owned by the Declarant notwithstanding that such Lot(s) may constitute Exempt Property) two (2) years after the date on which Declarant no longer owns any part of such annexed property.

(d) Any vote of the Members shall be taken without regard to class of membership except in those instances requiring the affirmative vote or approval of each class of membership in accordance with the Declaration, the Articles, or the Bylaws.

ARTICLE VIII.
Board of Directors

The affairs of this Association shall be managed by the Board of Directors. The Board of Directors shall initially consist of three (3) directors appointed by the Declarant. During the Development Period, the Declarant may, in the Declarant's sole discretion, increase the size of the Board of Directors not to exceed five (5) directors. Following the Development Period, the Board of Directors shall consist of three (3) directors. The Declarant shall appoint the members of the Board during the Development Period; however, prior to the end of the Development Period, the Declarant, in the Declarant's sole discretion, may elect to have one or more of such board positions elected by the membership pursuant to the voting procedures for the election of directors as specified in the Bylaws. Any director appointed by the Declarant may be removed, with or without cause, by the Declarant at any time. After the end of the Development Period, all Directors shall be elected.

ARTICLE IX.
Dissolution

The Association shall exist in perpetuity unless dissolved as provided herein.

The Association may be dissolved at an Annual or Special Meeting by the affirmative vote of the Class B Member so long as the Class B membership is in effect and of two-thirds (2/3) of the Members of Class A as provided in Section 13.1-902, Code of Virginia, 1950, as amended. Written notice of such proposed action shall be sent to all Members not less than twenty-five (25) days nor more than fifty (50) days prior to a meeting called for such purpose. Upon dissolution of the Association, the assets both real and personal of the Association shall (subject to the satisfaction of all of the liabilities of the Association and liabilities to which such assets are subject) be (i) granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization engaged in activities substantially similar to those of the Association and which are qualified as exempt organizations under the Internal Revenue Code of 1954, or the corresponding provisions of any future United States Internal Revenue law, or (ii) dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association; provided, however, that any such dedication shall require the affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the votes then held by all Class A Members.

ARTICLE X.
Liability and Indemnification

(a) To the full extent that the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of the liability of directors, officers, or members of Board appointed committees, a director, officer or member of a Board appointed committee of the Corporation shall not be liable to the Corporation for monetary damages.


(b) To the full extent permitted and in the manner prescribed by the Virginia Nonstock Corporation Act and any other applicable law, the Corporation shall indemnify a director or officer of the Corporation who is or was a party to any proceeding by reason of the fact that he is or was such a director or officer or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

(c) Reference herein to directors, officers, members of Board appointed committees, employees or agents shall include former directors, officers, committee members, employees and agents and their respective heirs, executors and administrators.

**ARTICLE XI.
Amendments**

The Members shall have the right to vote to amend these Articles of Incorporation pursuant to Section 13.1-886 of the Code of Virginia, 1950, as amended. Any such amendment shall require the affirmative vote of the Class B Member during the Development Period. During the Development Period, the Class B Member may amend these Articles of Incorporation without the vote of the Class A Members. In any event, these Articles of Incorporation and the Bylaws shall not be amended so as to be inconsistent with the Declaration.

IN WITNESS WHEREOF, for the purpose of forming this Corporation, under the laws of the Commonwealth of Virginia, the undersigned, incorporator of this Association, has executed these Articles of Incorporation this 18th day of December, 2014.



Paul W. Gerhardt

Budget
Quarterpath Residential Sub Association No. 1, Inc.

**QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC.
APPROVED BUDGET - 2016**

INCOME	2016	Notes
Annual General Assessment	\$6,840.00	Annual general assmt -based on \$20.00 per mo
Services Assessment - Full Yard	\$0.00	
Services Assessment - Partial Yard	\$10,260.00	Service fees per lot/unit (based on \$30.00 per mo/per unit)
Late Fees	\$30.00	Anticipated late fees (5% per the documents)
Capitalization Fees	\$5,040.00	paid by purchaser at closing--\$140.00; estim 36 closings
Attorney Fees - Owner Collections	\$0.00	
Declarant Subsidy	\$32,588.00	optional declarant subsidy
Interest on Delinquent Accounts	\$0.00	
Operating Interest Income	\$10.00	interest income
Reserve Interest Income	\$25.00	interest income
Total Income	\$54,793.00	
EXPENSES		
<u>General & Administrative:</u>		
Audit & Tax Preparation	\$2,500.00	Preparation of required annual audit;fed & state tax return
Board & Annual Meeting Room Expense	\$50.00	Anticipated annual meeting room rental expense
Bank Charges/Coupon Printing	\$500.00	coupon booklet prep & mailing, check printing expn, etc.
Attorney Fees	\$1,000.00	Registered agent fee and legal expenses
SCC/DPOR Annual Filing Fees	\$125.00	SCC/DPOR annual filing fees
Management & Accounting Fees	\$6,633.00	association management and financial preparation
Replacement Reserve Study	\$4,200.00	Required Reserve Study
File Storage Fee	\$75.00	storage of association files
Printing & Reproduction	\$100.00	printing expenses
Postage & Mail	\$100.00	postage & mail expenses
Office Supplies & Expenses	\$75.00	labels, envelopes, etc
Federal Income Tax	\$0.00	federal taxes due
State & Local Income Tax	\$0.00	state taxes due
Miscellaneous Gen. & Admin.	\$500.00	miscellaneous administrative expenses
Total General & Administrative:	\$15,858.00	
<u>Contract Services</u>		
Common Area Landscaping	\$10,000.00	Landscape maintenance contract for common areas
Irrigation Contract & Repairs	\$4,000.00	Irrigation start up & shut down and repairs
addl	\$500.00	replacement plantings & storm debris removal
Trash Removal	\$0.00	City of WMBG trash collection services
Total Landscaping Services:	\$14,500.00	
<u>Insurance</u>		
Insurance (all)	\$2,800.00	association insurance coverage
Total Insurance:	\$2,800.00	
<u>Maintenance</u>		
General Building Maintenance	\$500.00	
Alley Maintenance & Repairs	\$500.00	minimal maintenance anticipated - new component
Sign Maintenance	\$250.00	minimal maintenance anticipated - new component

QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC.
APPROVED BUDGET - 2016

Fence Maintenance	\$250.00	fence maintenance
Snow Plowing & Shovelling	\$2,500.00	Snow and ice treatment for common alleyways
Electrical Repairs & Maintenance	\$800.00	electrical repairs and maintenance
Miscellaneous Maintenance	\$1,200.00	unanticipated maintenance
Total Maintenance:	\$6,000.00	
<u>Utilities:</u>		
Water	\$3,600.00	
Electricity	\$4,500.00	primarily street lighting
Total Utilities:	\$8,100.00	
<u>Cluster Expenses (Service Areas)</u>		
Partial Yard Landscape Maintenance	\$20,000.00	
Full Yard Landscape Maintenance		
Irrigation	\$6,000.00	
Plant Replacement & Improvement	\$100.00	Minimal replacement anticipated in the first year
Total Cluster Expenses:		
<u>Reserve Contributions:</u>		
General Operating Reserve	\$2,500.00	Reserves for capital improvements & unbudgeted expn
General Op Reserve Interest	\$10.00	Interest earned on operating reserve account
Replacement Reserves	\$5,000.00	Initial funding pending completion of reserve study
Replacement Reserve Interest	\$25.00	Interest earned on replacement reserve account
Total Reserve Contributions:	\$7,535.00	
Total Expenses:	\$54,793.00	
Net Income/(Expense):	\$0.00	

Bylaws
Quarterpath Residential Sub Association No. 1, Inc.

BYLAWS
OF
QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC.

ARTICLE I

Definitions

The words in these Bylaws which begin with capital letters (other than words which would be normally capitalized) shall have the following meanings ascribed to them. Any terms not defined in these Bylaws shall have the meaning set forth in the Declaration (as hereinafter defined) or the Articles (as hereinafter defined). Masculine words such as "he," "him," and "his" have been utilized solely for convenience of reference, and where utilized they shall also mean and include the feminine counterparts to such words.

"Additional Land" shall mean and refer to the real estate described in **Exhibit A** to the Declaration.

"Annual Assessments" shall mean and refer to the Annual General Assessment and Services Assessment levied by the Association in each of its fiscal years pursuant to Article IV of the Declaration.

"Annual General Assessment" shall mean and refer to the annual charge shared by all Class A Members (other than those who own only Exempt Property) and established pursuant to Article IV of the Declaration.

"Articles" shall mean and refer to the Articles of Incorporation of Quarterpath Residential Subassociation No. 1, Inc. filed with the Commonwealth of Virginia State Corporation Commission, as the same may be from time to time amended, supplemented, modified and/or restated.

"Assessable Property" shall mean and refer to all of the Property except such part or parts thereof as may from time to time constitute Exempt Property.

"Association" shall mean and refer to Quarterpath Residential Subassociation No. 1, Inc., a Virginia non-stock corporation. The Association is sometimes referred to as the Corporation.

"Board of Directors" and ***"Board"*** shall mean and refer to the Board of Directors of the Association.

"Class A Members" shall mean and refer to all Owners excluding the Association and excluding the Declarant for so long as it is the Class B Member.

"Class B Member" shall mean and refer to the Declarant.

"Clerk's Office" shall mean and refer to the Clerk's Office of the Circuit Court for the City of Williamsburg, Virginia.

"Cluster" shall mean and refer to a group of Lots designated as such by the Declarant.

"Covenants Committee" shall mean and refer to the Covenants Committee so named and established in accordance with Article V of the Declaration.

"Declarant" shall mean and refer to QUARTERPATH WILLIAMSBURG, LLC, a Virginia limited liability company, its successors and assigns; provided, however, that no successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in an instrument of succession or assignment designating a party as Declarant hereunder or which pass by operation of law, and such successor or assign accepts the same. Declarant reserves the right to assign in whole or in part its rights as the "Declarant" to any Owner of all or any part of the Property or any owner of any portion of the Additional Land.

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Quarterpath Residential Subassociation No. 1 recorded, or to be recorded, among the land records of Williamsburg, Virginia, as it may from time to time be amended, supplemented, modified and/or restated in the manner provided therein.

"Development Period" shall mean and refer to the period commencing on the date of the Declaration and terminating on the earlier of (a) one (1) year after the date on which Declarant no longer owns any part of the Property or the Additional Land; or (b) any earlier date specified by Declarant in a written notice to the Association that the Development Period is to terminate on that date.

" Dwelling Unit " shall mean any portion of the Property, as improved, intended for any type of independent ownership for use and occupancy as a residence by one household and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) a condominium unit, an apartment or cooperative unit, a duplex unit, a townhouse, single family attached or detached or zero lot line home, as may be used and defined as herein provided or as provided in subsequent amendments or supplements to the Declaration covering all or part of the Property.

"Exempt Property" shall mean and refer to (i) all interest in land (including Lots) and structures and Residential Subassociation No. 1 Community Facilities owned by the Association for so long as the Association shall be the owner thereof; (ii) all land (including Lots) and structures owned by Declarant; and (iii) all properties dedicated to and accepted by a public authority.

"Land Development Activity" shall mean and refer to any building, construction, reconstruction or repair of a Dwelling Unit, roadways, curbing, sidewalks, utility services or any other Structure on a Lot or any other portion of the Property by the Declarant and/or by other

persons regularly engaged in the building or construction business, if such Person is granted approval in writing by the Declarant.

“Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property which has been subjected to the Declaration and upon which a Dwelling Unit(s) could be constructed in accordance with Williamsburg zoning ordinances and to each condominium unit or apartment or cooperative unit on the Property created in accordance with the applicable laws of Virginia in effect from time to time. “Lot” shall not mean or refer to Residential Subassociation No. 1 Community Facilities.

“Master Association” shall mean Quarterpath Mixed-Use Community Association, Inc., a Virginia nonstock corporation or its successors or assigns.

“Master Declaration” shall mean the Master Declaration of Covenants, Easements and Restrictions for Quarterpath at Williamsburg (Mixed-Use), dated April 10, 2014, and recorded with the Clerk’s Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, as Instrument Nos. 140709 and 140006168.

“Member” shall mean each Class A Member and Class B Member of the Association.

“Mortgagee” shall mean the holder of any recorded mortgage, or the trustee and beneficiary of any recorded deed of trust, encumbering one or more of the Lots. “Mortgage,” as used herein, shall include deeds of trust. References to the “holder” of a Mortgage shall include the trustee and the beneficiary under any recorded Deed of Trust. “First Mortgagee” as used herein, shall mean a holder of a Mortgage with priority over all other Mortgages. As used in the Declaration, the term “Mortgagee” shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in the Declaration, the term “institutional mortgagee” or “institutional holder” shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association (“FNMA”), Federal Home Loan Mortgage Corporation (“FHLMC”), all corporations and any agency or department of the United States Government or of any state or municipal government. References herein to the foreclosure of a Mortgage shall include the exercise of a power of sale under such Mortgage, as well as a judicial foreclosure of the Mortgage.

“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Property but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of this definition, the owner of Lots in an apartment in which the Dwelling Units are held out for rent, shall be the record owner of the apartment building or buildings. The owner of Lots in a cooperative shall be the cooperative corporation.

“Person” shall mean and refer to any individual, corporation, limited liability company, joint venture, partnership, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other separate legal entity.

“Property” shall mean and refer to such Additional Land as may be subjected hereinafter to the Declaration pursuant to the provisions thereof.

“Property Owners’ Association Act” shall mean and refer to the Virginia Property Owners’ Association Act set forth in § 55-508, *et seq.*, of the Code of Virginia, as the same may be from time to time amended, repealed or superceded. In the event such act is repealed and superceded by another act of similar intent and purposes, such term shall be deemed to refer to the successor act.

“Resident” shall mean and refer to (i) each individual occupying any Dwelling Unit pursuant to a lease agreement with the Owner thereof who, if requested by the Board of Directors, has delivered proof of such lease agreement to the Board of Directors; (ii) members of the immediate family of such individual or of an Owner who actually reside within the Property and in the same household with each such individual or Owner; and (iii) any person who has a fixed place of habitation at a Dwelling Unit of any such individual or Owner to which, whenever he is absent, he has the intention of returning.

“Residential Subassociation No. 1 Community Facilities” and/or **“Residential Subassociation No. 1 Common Area”** (which terms are used interchangeably in these Articles) shall mean and refer to all personal and real property (including without limitation, real property owned in fee simple, leasehold interests in real property, and easement rights in real property) and the improvements thereon from time to time owned or leased by the Association for the common use and enjoyment of the Members. Residential Subassociation No. 1 Community Facilities and/or Residential Subassociation No. 1 Common Area may (but need not) include any common areas, easement areas, public, neighborhood or community buildings, recreational facilities, swimming pools, tennis courts, natural open space easements, natural resource facilities, parks and other open space land, lakes and streams, Stormwater Management Facilities and drainage facilities including but not limited to Best Management Practice facilities (“BMP’s”), all private streets, alleyways, pipestem driveways, sidewalks, pathway and bikeway systems, pedestrian facilities, cable television facilities, design amenities and other community facilities and buildings needed in connection with water supply, sewage disposal, gas, electric, or other utility lines, equipment or installations. Except as otherwise specifically provided in such writing, no structure (in whole or in part) will be included in Residential Subassociation No. 1 Common Area or Residential Subassociation No. 1 Community Facilities. The Association is responsible for management and maintenance of all Residential Subassociation No. 1 Common Area and Residential Subassociation No. 1 Community Facilities.

“Services Assessment” shall mean and refer to the charge or charges imposed upon the owners of Lots in a Cluster or other section of the Property or against a Subassociation for certain services rendered pursuant to Article IV of the Declaration.

“Special Assessment” shall mean and refer to any special charge established pursuant to Article IV of the Declaration.

“Structure” shall mean and refer to:

- (a) Any Residential Subassociation No. 1 Community Facility,

(b) Any structure, thing or object (other than trees, shrubbery, landscaping and hedges less than two feet high) the placement of which upon any Lot may affect the appearance of such Lot, including, but not limited to any building, garage, porch, shed, greenhouse, bathhouse, coop, cage, house trailer, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, signboard, antenna, satellite dish, statue, flagpole or similar structure or any other temporary or permanent improvement on such Lot,

(c) Any excavation, fill, ditch, dam, berm or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot, and

(d) Any change of more than six inches in the grade of any lot.

“Subassociation” means an owners association, including but not necessarily limited to a homeowners association or condominium unit owners association, created pursuant to a declaration or other appropriate instrument recorded in the Clerk’s Office which subjects a portion of the Property to covenants, conditions and/or restrictions in addition to those set forth in the Declaration and grants rights to such association with respect to such portion of the Property. During the Development Period, any such association shall be created only by the Declarant or with its written consent.

Any words used in these Bylaws which are not specifically defined above shall have the meanings assigned to them in the Declaration unless such a meaning would be manifestly improper or unreasonable in the context in which a word is used.

ARTICLE II

Offices

Section 2.1. The initial registered office shall be located at 4801 Courthouse Street, Suite 300, Williamsburg, Virginia 23188, which is in the County of James City, Virginia. The Association may also have offices at such places within the Commonwealth of Virginia as the Board of Directors may, from time to time, determine or the business of the Association may require.

ARTICLE III

Members

Section 3.1. ***Voting Rights of Members.*** The Association shall have two (2) classes of members in accordance with the provisions of Article VI of the Articles. The rights, privileges and qualifications of each class of members shall be as set out in the Articles, the Declaration and as provided in these Bylaws.

Section 3.2. *Annual Meetings.* The Association shall hold an annual meeting of the Members each year for the transaction of any business within the powers of the Association. Such annual meeting shall be held in the same month of each year and at a date and time to be designated by the Board of Directors from time to time. Any business of the Association may be transacted at an annual meeting without being specially designated in the notice of such meeting, except such business as is specifically required by statute, the Articles, these Bylaws or the Declaration to be stated in the notice. Any matter requiring the affirmative vote of more than a majority of the Class A Members present at a meeting shall be designated in the notice of such meeting. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts.

Section 3.3. *Special Meetings.* At any time in the interval between annual meetings, special meetings of the Members may be called by the Board of Directors, the Class B Member or by Class A Members having twenty percent (20%) of the votes entitled to be cast by Class A Members.

Section 3.4. *Place of Meetings.* All meetings shall be held at the registered office of the Association, or at such other place within the Commonwealth of Virginia as is designated by the Board of Directors from time to time.

Section 3.5. *Notice of Meetings.*

(a) Written notice stating the place, day and hour of the annual meeting of the Members and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fourteen (14) or more than sixty (60) days before the date of the meeting (except as a different time is specified below) either personally or by mail, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address of his Lot, and to such other addresses as he may have designated to Association's Secretary, with postage thereon prepaid. Such notice may be hand delivered by the Secretary, or his agent, in lieu of mailing, provided that the Secretary, or his agent, certifies in writing that the notice was delivered to the Member.

(b) Notice of a Members' meeting to act on an amendment of the Articles, a plan or merger or consolidation, a proposed sale of assets pursuant to § 13.1-900 Code of Virginia, 1950, as amended, or the dissolution of the Corporation shall be delivered or published and posted in the manner required by the laws of Virginia. Such laws currently require such notice not less than twenty-five (25) nor more than sixty (60) days before the date of the meeting.

(c) Notice of a Member's meeting may, in lieu of the methods specified in subsections (a) and (b) above, be given by electronic transmission if given in accordance with the provisions of the Virginia Nonstock Corporation Act and the Virginia Property Owners' Association Act.

(d) Notwithstanding the foregoing provision, a waiver of notice in writing, signed by the Member or Members entitled to such notice, whether before or after the holding of

the meeting, shall be equivalent to the giving of such notice to such Member(s). A Member who attends a meeting shall be deemed to have had timely and proper notice of the meeting unless he attends for the express purpose of objecting because the meeting is not lawfully called or convened.

Section 3.6. Quorum. Unless otherwise provided in the Articles or the Declaration, at any meeting of Members (i) the presence in person or by proxy of Class A Members entitled to cast twenty percent (20%) of all of the votes entitled to be cast by the Class A Members, and (ii) during the Development Period, the presence in person or by proxy of the Declarant, shall constitute a quorum. This section shall not affect any requirement under statute, the Declaration or under the Articles for the vote necessary for the adoption of any measure. In the absence of a quorum, without regard to class, the Members present in person or by proxy, by majority vote taken and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. In addition, at such a meeting where a quorum of Members is not present, the Members present in person or by proxy by majority vote taken without notice other than by announcement, may call a further meeting of Members, and at such further meeting the percentage of Class A Members present in person or in proxy required to constitute a quorum shall each be reduced to one-half ($\frac{1}{2}$) of the percentage specified above. The Members present may take any action, including, without limitation, the election of Directors, which might have been taken at the original meeting had a sufficient number of Members been present.

Section 3.7. Votes Required. A majority of the votes cast by the Members without regard to class at a meeting of Members duly called and at which a quorum is present shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, except as otherwise required by the laws of Virginia, the Declaration or the Articles. The Declaration may require the affirmative vote of more than a majority of each class of members in certain instances.

Section 3.8. Proxy Voting. A vote may be cast in person or by proxy. A proxy may be instructed (directing the proxy how to vote) or uninstructed (leaving how to vote to the proxy's discretion). Such proxies may be granted by any Owner in favor of only another Owner, a member of the Board of Directors, the Declarant, the managing agent or such Owner's Mortgagee, or additionally in the case of a non-resident Owner, the Owner's lessee, attorney or rental agent. No person other than the managing agent or a member of the Board of Directors shall cast votes as a proxy for more than one Lot not owned by such person. There are no restrictions on the number of uninstructed proxy ballots which can be cast by a member of the Board of Directors or the managing agent. Proxies shall be duly executed in writing, shall be dated, shall be signed by a person having authority at the time of the execution thereof to execute deeds on behalf of that person, shall be valid only for the particular meeting designated therein and any continuation thereof, and must be filed with the Secretary. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the persons owning such Lot. Except with respect to proxies in favor of a lessee or Mortgagee, no proxy shall in any event be valid for a period in excess of one hundred and eighty (180) days after the execution thereof.

Section 3.9. *Alternative Voting Procedures.* Notwithstanding any other provision of these Bylaws, to the extent permitted by the laws of Virginia, any vote of the Members to be taken upon a stated proposal or for the election of Directors may be taken by mail or electronically by e-mail or similar service, and the number of votes necessary for passage of the proposal or election as a Director shall be the same as if the vote were taken at a meeting.

Section 3.10. *Fixing of Record Date.* For the purpose of determining the Members entitled to notice of, or to vote at any annual or special meeting of the Members, or any adjournment thereof, or in order to make a determination of the Members for any other proper purpose, the Board of Directors may fix in advance a date as the record date for any such determination of Members such date in any case to be not more than sixty (60) days and not less than fifteen (15) days prior to the date on which the particular action requiring such determination of Members is to be taken. If no record date is fixed for the determination of Members entitled to notice or to vote at a meeting of Members, the date on which notice of the meeting is mailed shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

ARTICLE IV

Board of Directors

Section 4.1. *Powers.* The business and affairs of the Association shall be managed by the Board of Directors. The Board of Directors may exercise all the powers of the Association, except such as are, by the laws of Virginia, the Articles, the Declaration or these Bylaws, conferred upon or reserved to the Members. The Board of Directors shall have the power to:

(a) adopt, publish and amend rules and regulations from time to time governing the use of the Residential Subassociation No. 1 Common Area and, to the extent provided in the Declaration, use of Lots and the Property, and the personal conduct of the Members, Residents and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend a Member's voting rights and/or right to use the Residential Subassociation No. 1 Common Area (other than streets and roadways) during any period in which such Member will be in default in the payment of any assessment levied by the Association subject to Subsection 55-513B. of the Property Owners' Association Act. Such rights may also be suspended, after notice and hearing for an infraction of published rules and regulations;

(c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(d) employ a manager, as independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(e) appoint and disband such committees as the Board of Directors deems appropriate including, without limitation, one or more advisory committees for the purpose of advising the Board of Directors on such matters as the Board of Directors may direct;

(f) adopt an annual budget for the operation of the Association;

(g) convey any portion of the Residential Subassociation No. 1 Common Area for the purpose of altering or relocating the boundary lines between the Residential Subassociation No. 1 Common Area and any of the Lots, or any other property;

(h) enter into an agreement or agreements to provide for access to and use of off site recreational amenities by Residents on such terms as are deemed to be reasonable by the Board; and

(i) exercise all of the rights of the Association pursuant to the Master Declaration, including, but not limited to, the appointment of the "Voting Member" (as defined in the Master Declaration).

Section 4.2. Duties. It shall be the duties of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by Class A Members who are entitled to cast one-fourth (1/4) of the outstanding Class A votes;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the Annual General Assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) fix the Services Assessment against each Subassociation or Lot, Cluster or other sections of the Property requiring such services at least sixty (60) days in advance of the assessment period, and

(3) send written notice of each Assessment and dues to every Owner subject thereto.

(d) collect the Assessments from the Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors or prudently invest the same (for which purpose the Board of Directors may retain an investment advisor) to the extent such proceeds are not immediately required, and use the proceeds to carry out the administration of the Association;

(e) issue, or to cause an appropriate officer or managing agent to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(f) procure and maintain liability, casualty and other insurance as described in Article XI of the Declaration;

(g) cause all officers or employees having fiscal responsibilities to be bonded in an amount which shall not be less than the sum of three (3) month's Annual General Assessments on all Lots in the Association, plus the Association's reserve funds;

(h) accept the conveyance of and cause the Residential Subassociation No. 1 Community Facilities (and any other property for which the Association is responsible) to be maintained;

(i) appoint a Covenants Committee when and as provided in the Declaration;

(j) provide for the operation, care, upkeep, maintenance, and service of the Residential Subassociation No. 1 Common Area and Residential Subassociation No. 1 Common Facilities;

(k) keep books with detailed accounts of the receipts and expenditures affecting the Association and the administration of the Residential Subassociation No. 1 Common Area, specifying the expenses of maintenance and repair of the Residential Subassociation No. 1 Common Area and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting principles consistently applied (but may be on the cash method of accounting);

(l) enforce by legal means the provisions of the Declaration, the Articles, these Bylaws and the rules and regulations promulgated pursuant thereto when the Board deems it appropriate to do so;

(m) perform such duties as are required of the Association or the Board pursuant to the Property Owners' Association Act;

(n) make the payments due under any Declarant Loan(s) (as defined in the Declaration);

(o) employ a managing agent at a compensation established by the Board of Directors to perform such duties and services as determined by the Board of Directors; and

(p) cause to be performed the obligations imposed upon the Association by the Master Declaration and/or the Master Association.

Section 4.3. *Number and Composition of Board.* The Board of Directors shall initially consist of three (3) Directors appointed by the Declarant. During the Development Period, the Declarant, in the Declarant's sole discretion, may increase the size of the Board not to exceed five (5) Directors. Following the Development Period, the Board of Directors shall consist of three (3) Directors. The Declarant shall appoint the members of the Board during the Development Period; however, prior to the end of the Development Period, the Declarant, in the Declarant's sole discretion, may elect to have one or more of such Board of Director positions elected by the membership pursuant to the voting procedures for the election of Directors as specified in these Bylaws. After the end of the Development Period, all Directors shall be elected.

Section 4.4. *Appointed Directors.* Appointed Directors shall be appointed by the Declarant and shall serve until their successors are appointed or until the Development Period ends. Such appointed Directors may be reappointed and they need not be members of the Association. Except as otherwise provided in Section 4.3 above and in the Articles, the Declarant shall appoint the Directors during the Development Period.

Section 4.5. *Elected Directors.* In the event the Declarant elects to have one or more Board of Directors positions elected by the membership during the Development Period, Directors who are so elected to the Board of Directors shall serve a two (2) year term; however such term shall in any event terminate on the date of the first annual meeting in which all Directors are elected. At the first annual meeting in which all Directors are elected, Directors shall be elected for staggered terms as follow: two (2) Directors shall be elected each for a two (2) year term and the remaining Directors shall be elected each for a three (3) year term. Thereafter, all Directors shall be elected for three (3) year terms.

Section 4.6. *Vacancies and Removal.* Any elected Director may be removed from the Board with or without cause, by a majority vote of the Members present in person or by proxy at a duly called meeting for such purpose. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor, subject to removal, however, by vote of the Members. Notwithstanding the foregoing, during the Development Period, the Directors appointed by the Declarant may be removed only by the Declarant.

Section 4.7. *Compensation.* No Director shall receive compensation from the Association for any service he may render to the Association as a Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties upon prior approval of the Board.

Section 4.8. *Action by the Board of Directors.*

(a) *Regular Meetings.* Except as permitted by this Section, all actions, matters or resolutions approved or disapproved by the Board of Directors shall be by majority vote of the Directors present at a meeting at which a quorum is present. Regular meetings of the Board of Directors shall be held monthly without notice other than such notice as is then required under the Property Owners' Association Act.

(b) *Emergency Meetings or Action by the Board of Directors.* In the event of an emergency requiring immediate action by the Board of Directors, the Board of Directors may act by means of a telephone conference or similar communication equipment by means of which all persons participating in the meeting can hear each other and participation by such means shall constitute presence in person at such meeting. The audio equipment shall be sufficient for every member in attendance to hear what is said by every member of the Board of Directors participating in the meeting who is not physically present. Such meetings may be called by the President of the Association or by a majority of the Directors, and at least two (2) of the Directors shall be physically present at the meeting place specified in the notice.

(c) *Time and Place of Meeting.* Each meeting of the Board of Directors shall be held at such time and at such place within the Commonwealth of Virginia as the person or persons calling the meeting may designate or at such other place outside the State of Virginia as may be agreed upon by all of the Directors.

(d) *Action Without a Meeting.* To the extent permitted by the laws of the Commonwealth of Virginia, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 4.9. *Quorum.* A majority of the Directors shall constitute a quorum for the transaction of business.

ARTICLE V

Officers and Their Duties

Section 5.1. *Enumeration of Officers.* The officers of this Association shall be a president, who shall be a Director, a vice president, a secretary, and a treasurer, and such other officers and assistant officers as may from time to time be deemed necessary by the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary.

Section 5.2. *Election of Officers.* The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 5.3. *Term.* The officers of the Association shall be elected annually by the Board and each shall hold office until his successor is elected and qualified unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 5.4. *Special Appointments.* Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of

such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.5. *Vacancies.* A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 5.6. *Duties of the President.* The President shall be the chief operating officer of the Association, shall have general and active operating knowledge of the management of the business of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect. When present at meetings of the Board of Directors, the President shall act as chairman of the meetings. He shall execute bonds, mortgages, and other contracts except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association. The President shall be the "Voting Member" of the Association, as defined in the Master Declaration, unless the Board of Directors appoints another individual to act as such.

Section 5.7. *Duties of the Vice President.* In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one vice president, the Vice Presidents in the order designated by the Board of Directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 5.8. *Duties of the Secretary and Assistant Secretaries.* The Secretary shall, when able, attend all meetings of the Board of Directors and all meetings of the Members and shall record or cause to be recorded all official actions of the membership taken during meetings of the Association and official actions of the Board of Directors taken during meetings of the Board of Directors in a book or books to be kept for that purpose. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall act. He shall have custody of the corporate seal of the Association and he, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Association and to attest the affixing by his signature. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 5.9. *Duties of the Treasurer and Assistant Treasurers.* The Treasurer shall have the custody of the Associations' funds and securities and shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Association and

shall deposit or cause to be deposited all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse or cause to be disbursed the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Association. The Treasurer shall cause an annual audit of the Association books as provided by Section 6.3, and shall prepare or cause to be prepared an annual budget, a statement of reserve funds, and a statement of issuance and expenditures to be presented to the membership at its regular annual meeting and shall file a copy of each in the records of the Association. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of his inability or refusal to act, perform the duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

Finance

Section 6.1. *Checks, Drafts, Etc.* All checks, drafts, and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Association, shall, unless otherwise provided by resolution of the Board of Directors, be signed by the President or a Vice President together with such other signatures as shall be determined by the Board.

Section 6.2. *Fiscal Year.* The fiscal year of the Association shall be the twelve calendar months period ending December 31 of each year, unless otherwise provided by the Board of Directors.

Section 6.3. *Annual Audit.* The Association shall cause an annual audit of the Association books to be made by a certified public accountant at the end of every fiscal year. Such audit shall be available to all Members and First Mortgagees who request it within 120 days of the fiscal year end.

ARTICLE VII

Miscellaneous

Section 7.1. *Books and Records.* The books and records of the Association (pursuant to the Virginia Property Owners' Association Act) shall at all times, during reasonable business hours, be subject to inspection by any member in accordance with the requirements of the Property Owners' Association Act. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 7.2. **Seal.** The Board of Directors may provide a suitable seal, bearing the name of the Association which shall be in the charge of the Secretary. The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof.

Section 7.3. **Amendments.** Any and all provisions of these Bylaws may be altered or repealed and new Bylaws may be adopted at any annual meeting of the Members, or at any special meeting called for that purpose by a majority vote of the Members; provided, however, no amendment or change shall be effective without the consent of the Class B Members during the Development Period. During the Development Period, the Bylaws may be amended by the Class B Member without the further vote or consent of any Owners, Residents or Board of Directors.

Section 7.4. **Consistency of Articles and Bylaws.** These Bylaws shall be construed and interpreted in a manner which is consistent with the terms and provisions of the Articles and the Declaration. The terms and provisions of the Articles and the Declaration shall be controlling over any inconsistent provision contained in these Bylaws.

ARTICLE VIII

Management

Section 8.1. **Management Agent.** The Board of Directors shall employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors, which rate shall be a rate which is ordinary, reasonable, and customary for such services, to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The manager may be the Declarant or an affiliate of the Declarant. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated with or without cause by either party upon thirty (30) days written notice to the other party.

ARTICLE IX

Rights of First Mortgagees

Section 9.1. Written notice of meetings of the Members shall be delivered in accordance with Article III, Section 3.5 to all First Mortgagees who file a written request with the Secretary.

Section 9.2. Upon written request to the Secretary, the books and records of the Association available to Owners pursuant to § 55-510 of the Property Owners' Association Act shall be available for examination by a First Mortgagee and its duly authorized agents or attorneys during normal business hours after reasonable notice and for purposes reasonably related to its interest.

Section 9.3. Upon written request to the Secretary, a First Mortgagee may obtain written notification of the lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.


Section 9.4. A First Mortgagee shall be entitled to receive a copy of the budget and the most recent financial statement of the Association upon written request delivered to the Secretary.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting President of Quarterpath Residential Subassociation No. 1, Inc., a Virginia non-stock corporation, and,

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted by unanimous consent of the Board of Directors, effective December 18, 2014



President

(CORPORATE SEAL)

Declaration-CC&Rs
Quarterpath Residential Sub Association No. 1, Inc.

Prepared by and return to:
Kaufman & Canoles, P.C.
4801 Courthouse Street, Suite 300
Williamsburg, VA 23188

142804

Tax Map No.: 590-02-01-B

DECLARATION OF

**COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS**

FOR

**QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1
WILLIAMSBURG, VIRGINIA**

^{ab}
Grantor: Quarterpath Williamsburg, LLC.
Grantee: Quarterpath Williamsburg, LLC.

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS**

QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1

This Declaration of Covenants, Conditions, Restrictions and Reservation of Easements (this "Declaration") is made this 18th day of December, 2014, by **QUARTERPATH WILLIAMSBURG, LLC**, a Virginia limited liability company ("Declarant") [index as a grantor].

RECITALS:

A. Declarant is the owner of certain land (the "Additional Land") located in the City of Williamsburg, Virginia more particularly described in **Exhibit A** attached hereto and a part hereof, the portions of such Additional Land as shall be hereafter subjected to this Declaration being referred to as the "Property;" and

B. Declarant wishes to establish and assure a uniform plan for the development of the Property and to enhance and protect the economic and aesthetic value and desirability of the Property and the health, safety and welfare of the residents of the Property; and

C. The Property is located within the Quarterpath at Williamsburg Community ("Quarterpath") which is governed by the Master Declaration of Covenants, Easements and Restrictions for Quarterpath at Williamsburg (Mixed-Use) (the "Master Declaration") dated April 10, 2014, and recorded with the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, as Instrument Nos. 140709 and 140006168. This Association (as hereinafter defined) and each Lot (as hereinafter defined) and Dwelling Unit (as hereinafter defined) will, in addition to the provisions of this Declaration, be subject to the provisions of the Master Declaration.

DECLARATIONS:

NOW, THEREFORE, Declarant declares that the Property is hereby subjected to and shall be held, sold, occupied and conveyed subject to this Declaration.

Declarant further declares that this Declaration and all amendments and supplements made pursuant hereto shall run with the land and shall be binding upon Declarant, the Association, each Owner (as hereinafter defined), each Resident (as hereinafter defined) their heirs, successors and assigns and all parties claiming under them or under this Declaration and shall inure to the benefit of and be enforceable by the parties described in Section 14.3 hereof.

The Additional Land is described in **Exhibit A** attached hereto. Declarant contemplates the extension of this Declaration to the real estate described in **Exhibit A** or portions thereof. However, Declarant shall not be obligated to bring all or any part of the Additional Land within the scheme of development established by this Declaration, and no negative reciprocal easement shall arise out of this Declaration so as to benefit or bind any portion of the Additional Land until such portion of the Additional Land is expressly subjected to this Declaration in accordance with Section 7.1 below and then such portion of the Additional Land shall be subject to any additions,

deletions, withdrawals and modifications as are made pursuant to Section 7.2 and Section 7.3 below.

Quarterpath Residential Subassociation No. 1, Inc., referred to herein, has been established as a community association for the Owners and Residents of the Property.

ARTICLE I. Definitions

The words used in this Declaration which begin with capital letters (other than words which would be normally capitalized) shall, unless indicated to the contrary, have the meanings ascribed to them in Article I of this Declaration, or as otherwise defined elsewhere in this Declaration. Masculine words such as "he," "him," and "his" have been utilized solely for convenience of reference and where utilized they shall also mean and include the feminine counterparts of such words.

1.1. **"Additional Land"** shall mean and refer to the real estate described in **Exhibit A** of this Declaration.

1.2. **"Annual Assessments"** shall mean and refer to the Annual General Assessment and the Services Assessment levied by the Association in each of its fiscal years pursuant to Article IV of this Declaration.

1.3. **"Annual General Assessment"** shall mean and refer to the annual charge assessed equally against, and payable by, all Class A Members and established pursuant to Article IV of this Declaration.

1.4. **"Articles"** shall mean and refer to the Articles of Incorporation of Quarterpath Residential Subassociation No. 1, Inc. filed with the Commonwealth of Virginia State Corporation Commission, as the same may be from time to time amended, supplemented, modified and/or restated.

1.5. **"Assessable Property"** shall mean and refer to all of the Property except such part or parts thereof as may from time to time constitute Exempt Property.

1.6. **"Association"** shall mean and refer to Quarterpath Residential Subassociation No. 1, Inc., a Virginia nonstock corporation, its successors and assigns. The Association is sometimes referred to as the Corporation.

1.7. **"Board of Directors"** and **"Board"** shall mean and refer to the Board of Directors of the Association.

1.8. **"City"** shall mean and refer to the City of Williamsburg, Virginia.

1.9. **"Class A Members"** shall mean and refer to all Owners of Lots (other than Exempt Property) excluding the Association and excluding the Declarant for so long as it is the Class B Member .

1.10. "**Class B Member**" shall mean and refer to Declarant.

1.11. "**Clerk's Office**" shall mean and refer to the Clerk's Office of the Circuit Court for the City of Williamsburg, Virginia.

1.12. "**Cluster**" shall mean and refer to a group of Lots designated as such by the Declarant.

1.13. "**Covenants Committee**" shall mean and refer to the Covenants Committee so named and established in accordance with Article V of this Declaration.

1.14. "**Declarant**" shall mean and refer to Quarterpath Williamsburg, LLC, a Virginia limited liability company, its successors and assigns; provided, however, that no successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in an instrument of succession or assignment designating a party as Declarant hereunder or which pass by operation of law, and such successor or assignee accepts the same. Declarant reserves the right to assign in whole or in part its rights as the "Declarant" to any Owner of all or any part of the Property or any owner of any portion of the Additional Land.

1.15. "**Declarant Affiliate**" shall mean any other natural person, corporation, limited liability company, limited liability partnership, general partnership, limited partnership, or sole proprietorship (a) owning, owned by, or under common control with, the Declarant, (b) of which Declarant is a member or partner, or (c) which is a member of Declarant. The existence of an intermediary between Declarant and Declarant Affiliate shall not affect the Declarant Affiliate's status as such.

1.16. "**Declaration**" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements as it may from time to time be amended, supplemented, modified and/or restated in the manner provided herein.

1.17. "**Development Period**" shall mean and refer to the period commencing on the date of this Declaration first set forth above and terminating on the earlier of (a) one year after the date on which a Declarant no longer owns any part of the Property or the Additional Land; or (b) any earlier date specified by the Declarant in a written notice to the Association that the Development Period is to terminate on that date.

1.18. "**Dwelling Unit**" shall mean any portion of the Property, as improved, intended for any type of independent ownership for use and occupancy as a residence by one household and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) a condominium unit, an apartment or cooperative unit, duplex unit, a townhouse, single family attached or detached or zero lot line home, as may be used and defined as herein provided or as provided in subsequent amendments or supplements to the Declaration covering all or part of the Property.

1.19. "**Exempt Property**" shall mean and refer to (i) all interests in land (including any Lots) and structures and Residential Subassociation No. 1 Community Facilities owned by the

Association for so long as the Association shall be the owner thereof; (ii) all land (including Lots) and structures owned by Declarant; and (iii) all properties dedicated to and accepted by a public authority.

1.20. **“Governing Documents”** shall mean the Declaration, the Articles, the Bylaws of the Association, and Rules adopted by the Board.

1.21. **“Land Development Activity”** shall mean and refer to any building, construction, reconstruction or repair of a Dwelling Unit, roadways, curbing, sidewalks, utility services or any other Structure on a Lot or any other portion of the Property by Declarant and/or by other persons regularly engaged in the building or construction business, if such Person is granted approval in writing by Declarant.

1.22. **“Landscape Areas (Partial Yard)”** shall mean those portions of the Lots which are landscaped (including lawn areas) with the approval of the Covenants Committee if such approval notes that such landscaping is to be maintained by the Association. Landscaped Areas (Partial Yard) shall not include the fenced portion of any Lot between the rear of the house and the rear property line but shall include the landscaped portion of any Lot on which Dwelling Unit is constructed, between the front of the house and the front property line and the unfenced area between the line formed by the side of the Dwelling Unit which does not abut another Dwelling Unit, extended to the front and rear property lines, and the adjacent side property line.

1.23. **“Landscape Areas (Full Yard)”** shall mean those portions of the Lots which are landscaped (including lawn areas) with the approval of the Covenants Committee if such approval notes that such landscaping is to be maintained by the Association. Landscaped Areas (Full Yard) shall include the landscaped portion of any Lot between the rear of the house and the rear property line and the landscaped portion of any Lot on which Dwelling Unit is constructed between the front of the house and the front property line and the unfenced area between the line formed by the side of the Dwelling Unit which does not abut another Dwelling Unit, extended to the front and rear property lines, and the adjacent side property line.

1.24. **“Lot”** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property which has been subjected to this Declaration and upon which a Dwelling Unit(s) could be constructed in accordance with City zoning and subdivision ordinances and to each condominium unit or apartment or cooperative unit on the Property created in accordance with the applicable laws of Virginia in effect from time to time. “Lot” shall not mean or refer to Residential Subassociation No. 1 Community Facilities.

1.25. **“Master Association”** shall mean Quarterpath Mixed-Use Community Association, Inc., a Virginia nonstock corporation or its successors or assigns.

1.26. **“Master Declaration”** shall mean the Master Declaration of Covenants, Easements and Restrictions for Quarterpath at Williamsburg (Mixed-Use), dated April 10, 2014, and recorded with the Clerk’s Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, as Instrument Nos. 140709 and 140006168.

1.27. "**Member**" shall mean each Class A Member and Class B Member of the Association.

1.28. "**Mortgagee**" shall mean the holder of any recorded mortgage, or the trustee and beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage," as used herein, shall include deeds of trust. References to the "holder" of a Mortgage shall include the trustee and the beneficiary under any recorded Deed of Trust. "First Mortgagee" as used herein, shall mean a holder of a Mortgage with priority over all other Mortgages on the Lot or Lots encumbered by such Mortgage. As used in this Declaration, the term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. References herein to the foreclosure of a Mortgage shall include the exercise of a power of sale under such Mortgage, as well as a judicial foreclosure of the Mortgage.

1.29. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Property but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of this definition, the owner of Lots in an apartment in which the Dwelling Units are held out for rent, shall be the record owner of the apartment building or buildings. The owner of Lots in a cooperative shall be the cooperative corporation.

1.30. "**Person**" shall mean and refer to any individual, corporation, limited liability company, joint venture, partnership, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other separate legal entity.

1.31. "**Property**" shall mean and refer to such Additional Land as may be hereinafter subjected to this Declaration pursuant to the provisions hereof.

1.32. "**Property Owners' Association Act**" shall mean and refer to the Virginia Property Owners' Association Act set forth in § 55-508, *et seq.*, of the Code of Virginia, as the same may be from time to time amended, repealed or superseded. In the event such act is repealed and superseded by another act of similar intent and purposes, such term shall be deemed to refer to the successor act.

1.33. "**Resident**" shall mean and refer to (i) each individual occupying any Dwelling Unit pursuant to a lease agreement with the Owner thereof who, if requested by the Board of Directors, has delivered proof of such lease agreement to the Board of Directors; (ii) members of the immediate family of such individual or of an Owner who actually reside within the Property and in the same household with each such individual or Owner; and (iii) any person who has a fixed place of habitation at a Dwelling Unit of any such individual or Owner to which, whenever he is absent, he has the intention of returning.

1.34. **“Residential Subassociation No. 1 Community Facilities”** and/or **“Residential Subassociation No. 1 Common Area”** (which terms are used interchangeably in this Declaration), shall mean and refer to all personal and real property (including without limitation, real property owned in fee simple, leasehold interests in real property, and easement rights in real property) and the improvements thereon from time to time owned or leased by the Association for the common use and enjoyment of the Members. Residential Subassociation No. 1 Community Facilities and/or Residential Subassociation No. 1 Common Area may (but need not) include any common areas, easement areas, public, neighborhood or community buildings, recreational facilities, swimming pools, tennis courts, natural open space easements, natural resource facilities, parks and other open space land, lakes and streams, Stormwater Management Facilities and drainage facilities including but not limited to Best Management Practice facilities (“BMP’s”), all private streets, alleyways, pipestem driveways, sidewalks, pathway and bikeway systems, pedestrian facilities, cable television facilities, design amenities and other community facilities and buildings needed in connection with water supply, sewage disposal, gas, electric, or other utility lines, equipment or installations. The Association is responsible for management and maintenance of all Residential Subassociation No. 1 Common Area and Residential Subassociation No. 1 Community Facilities.

1.35. **“Residential Subassociation No. 1 Limited Common Area”** shall mean a portion of the Residential Subassociation No. 1 Common Area designated by the Declarant pursuant to Section 2.4 for the use of one or more, but fewer than all, of the Owners.

1.36. **“Residential Subassociation No. 1 Limited Common Area Expenses”** shall mean the actual and estimated cost of maintenance of the Residential Subassociation No. 1 Limited Common Area as described in this Declaration (including unpaid Assessments (hereinafter defined) by the Association not paid by the Owner responsible for payment) including, without limitation: the costs incurred by the Association with respect to management and administration, including costs incurred for the services of managers, accountants, attorneys and employees; costs of providing services, personnel or equipment; costs of all maintenance and other services benefiting the Residential Subassociation No. 1 Limited Common Area; costs of liability insurance and other insurance covering or with respect to the Residential Subassociation No. 1 Limited Common Area; real and personal property taxes for the Residential Subassociation No. 1 Limited Common Area, if any; costs of funding any reserve funds established for replacement, deferred maintenance, repair and upgrading of the Residential Subassociation No. 1 Limited Common Area and personal property thereon; and costs of all other items or services incurred by the Master Association for any reason whatsoever in connection with the Residential Subassociation No. 1 Limited Common Area or for the benefit of the Owners specifically benefited by such Residential Subassociation No. 1 Limited Common Area. The foregoing costs and expenses will be assessed as Services Assessments.

1.37. **“Services Assessment”** shall mean and refer to the charge or charges imposed upon the Owners of Lots in a Cluster or other sections of the Property, or against Owners benefited by Residential Subassociation No. 1 Limited Common Area for which there are Residential Subassociation No. 1 Limited Common Area Expenses, or against a Subassociation for certain services rendered pursuant to Article IV of this Declaration.

1.38. "**Special Assessment**" shall mean and refer to any special charge established pursuant to Article IV of this Declaration.

1.39. "**Stormwater Management Facilities**" shall mean and refer to the stormwater management and detention or retention facilities located on, and exclusively serving, the Property.

1.40. "**Structure**" shall mean and refer to:

(a) Any Residential Subassociation No. 1 Community Facility,

(b) Any structure, thing or object (other than trees, shrubbery, landscaping and hedges less than two feet high) the placement of which upon any Lot may affect the appearance of such Lot, including, but not limited to, any building, garage, porch, shed, greenhouse, bathhouse, coop, cage, house trailer, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, signboard, antenna, satellite dish, statue, flagpole, or similar structure or any other temporary or permanent improvement on such Lot,

(c) Any excavation, fill, ditch, dam, berm or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot, and

(d) Any change of more than six inches in the grade of any lot.

1.41. "**Subassociation**" shall mean and refer to an owners association, including but not necessarily limited to a homeowners association or condominium unit owners association, created pursuant to a declaration or other appropriate instrument recorded in the Clerk's Office which subjects a portion of the Property to covenants, conditions and/or restrictions in addition to those set forth in this Declaration and grants rights to such association with respect to such portion of the Property. During the Development Period, any such association shall be created only by Declarant or with its written consent.

1.42. "**Subdivision Plat**" shall mean and refer to any subdivision plat which creates any Lots or creates any parcel of land on which condominium or cooperative units are located.

1.43. "**Supplemental Declaration**" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Declarant, which extends the provisions of this Declaration to a parcel of land and contains such complementary provisions for such parcel of land as are herein required by this Declaration, or an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects additional property to the Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein or which withdraws a portion of the Property from the operation of the Declaration. The term shall also refer to any instrument recorded by the Association pursuant to Article VII of the Declaration to subject additional property to this Declaration.

ARTICLE II.

Residential Subassociation No. 1 Community Facilities

2.1. **Title to Residential Subassociation No. 1 Common Area and Residential Subassociation No. 1 Community Facilities.** Subject to Section 55-509.1 of the Property Owners' Association Act, Declarant shall convey the Residential Subassociation No. 1 Common Area in each phase of the Property to the Association in fee simple, free and clear of all liens, but subject to this Declaration, and any liens in connection with Declarant loans, and all other easements, conditions and restrictions of record, as soon as practical after the phase is subjected to this Declaration, including but not limited to all stormwater drainage and detention-retention facilities located thereon, if any, and which requirement for maintenance is described herein. The Association shall accept title to any portion of the Property offered to the Association by the Declarant or as directed by the Declarant.

2.2. **Maintenance Obligations of the Association.**

(a) The Association shall be responsible for the maintenance, management, operation and control of the Residential Subassociation No. 1 Common Area and Residential Subassociation No. 1 Community³Facilities and all Structures thereon (including fixtures, personal property and equipment related thereto). The Association shall keep the Residential Subassociation No. 1 Common Area in good, clean and attractive condition as determined by the Board of Directors.

(b) The Association shall also be responsible to maintain any Stormwater Management Facilities in a manner which permits them to perform the functions for which they are designed and constructed.

Further, notwithstanding anything to the contrary contained herein, the Association shall be responsible for all maintenance obligations and responsibilities of the Declarant under the ordinances and regulations of the City and under any such agreements with the City, concerning the maintenance of said Facilities, whether heretofore or hereafter executed by Declarant, or heretofore or hereafter recorded in the Clerk's Office.

2.3. **Rights of Enjoyment of Residential Subassociation No. 1 Common Facilities.** Except to the extent limited by the designation of "Residential Subassociation No. 1 Limited Common Area", each Owner shall have a right and nonexclusive easement of enjoyment in and to the Residential Subassociation No. 1 Common Area and Residential Subassociation No. 1 Community Facilities which shall be appurtenant to and shall pass with the title to his Lot. Such easement and rights shall be subject to the following provisions:

(a) The right of the Board of Directors to adopt, promulgate, enforce, and from time to time amend, reasonable rules and regulations pertaining to the use of the Residential Subassociation No. 1 Common Area and Residential Subassociation No. 1 Community Facilities which shall enhance the preservation of such facilities and the safety and convenience of the users thereof. Any Owner may delegate his right of enjoyment to the Residential Subassociation No. 1 Common Area and the Residential Subassociation No. 1 Community Facilities, to persons residing in the Dwelling Unit on his Lot and to his guests, and he may transfer such right to his

tenants, subject to such rules and regulations and fees as may be established from time to time by the Association; provided, however, that such rights shall terminate as to any Resident when such person ceases to have the status of a Resident. Such rules and regulations may include limitations on the number of guests of Owners and Residents who may use the Residential Subassociation No. 1 Community Facilities at any one time.

(b) The right of the Board of Directors to suspend the voting rights and the right of any Owner, Resident or other authorized user to use all or any portion of the Residential Subassociation No. 1 Community Facilities (with the exception of any streets or access ways) for a violation of this Declaration or the Bylaws of the Association or an infraction of the Association's rules and regulations for period(s) until such violation is cured.

(c) Subject to Subsection 55-513B of the Property Owners' Association Act, the right of the Board of Directors to suspend the right of any Owner, Resident or authorized user to use the Residential Subassociation No. 1 Community Facilities (with the exception of any streets or access ways) for so long as any Annual General Assessment, Services Assessment or Special Assessment for such Lot remains unpaid and overdue or so long as the membership fee, dues, fees and other charges remain unpaid by the authorized user thereof.

(d) Subject to Subsection 55-513B of the Property Owners' Association Act, the right of the Board of Directors to levy fines, late fees, interest and penalties for violations of the provisions of this Declaration or the Bylaws of the Association or any reasonable rules or regulations adopted by the Board of Directors pursuant to the provisions hereof and/or applicable law.

(e) The right of Declarant to construct additional Residential Subassociation No. 1 Community Facilities thereon in accordance with Section 2.5.

(f) The right of the Board of Directors to grant easements or rights-of-way.

(g) The right of the Board of Directors without approval of the Members of the Association from time to time to borrow money for the purpose of acquiring, constructing, equipping, improving, repairing, replacing or maintaining Residential Subassociation No. 1 Community Facilities, and in aid thereof, to mortgage the Residential Subassociation No. 1 Community Facilities.

(h) The Association may at any time dedicate or transfer all or a part of the Residential Subassociation No. 1 Community Facilities to any public agency, authority, or entity including, without limitation, the City, or to any nonprofit organization upon such terms and conditions as shall be agreed upon by such agency, authority, entity or organization and the Board of Directors, including, without limitation, terms and conditions providing for the use of such Residential Subassociation No. 1 Community Facilities by the public in general and terms and conditions pertaining to the maintenance and repair of such Residential Subassociation No. 1 Community Facilities and the assessments of Owners and/or Residents for the costs of such maintenance and repair. Certain of the open space, conservation areas, and historic resources may be better suited for ownership by a private, nonprofit organization among whose purposes is the conservation of open space land and/or natural or historic resources. Notwithstanding

anything in this Declaration to the contrary, and regardless of whether such areas have previously been designated as Residential Subassociation No. 1 Common Area, Declarant reserves for itself, and its successors and assigns, the right, for so long as Declarant has the right to add Additional Land to the Property pursuant to Article 7 hereof, to transfer and convey in fee simple such open space, conservation areas, and historic resources as Declarant deems in the best interests of such areas to one or more private, nonprofit organizations.

(i) The right of the Board of Directors to regulate parking on Residential Subassociation No. 1 Common Area and Residential Subassociation No. 1 Community Facilities (including areas which are Residential Subassociation No. 1 Common Area and Residential Subassociation No. 1 Community Facilities by virtue of easements) through the granting of easements, licenses, or promulgation of rules and regulations. In areas where parking is provided on private streets and parking bays owned by the Association, the Board shall have the right, but not the obligation, to assign and reserve parking spaces for the exclusive use of individual Owners or Residents.

2.4. **Residential Subassociation No. 1 Limited Common Area.** Declarant shall have the power, for so long as Declarant has the right to add Additional Land under Article VII hereof, to restrict portions of the Residential Subassociation No. 1 Common Area for the use of one or more specific Owners or Residents, and their respective, customers, guests and invitees, by designating such portions of Residential Subassociation No. 1 Common Area as "Residential Subassociation No. 1 Limited Common Area." Declarant may either: (i) indicate the locations of the Residential Subassociation No. 1 Limited Common Area appertaining to one or more Units or Parcels by depicting such Residential Subassociation No. 1 Limited Common Area and the Lot(s) to which it is appurtenant on a plat attached to or recorded with a Supplemental Declaration; (ii) label a portion of the Residential Subassociation No. 1 Common Area as "Residential Subassociation No. 1 Common Area that may be assigned as Residential Subassociation No. 1 Limited Common Area" on a plat attached as an exhibit to the applicable Supplemental Declaration and thereafter assign such Residential Subassociation No. 1 Limited Common Area to one or more specific Lots by Supplemental Declaration to indicate the assignment and the Residential Subassociation No. 1 Limited Common Area being assigned and the Lots to which it is appurtenant; or (iii) indicate that such Residential Subassociation No. 1 Common Area is Residential Subassociation No. 1 Limited Common Area by a description in a Supplemental Declaration.

2.5. **Additional Residential Subassociation No. 1 Community Facilities.**

(a) Declarant may without the consent of any Class A Member, from time to time, during the Development Period, (i) construct additional Residential Subassociation No. 1 Community Facilities on real property owned by the Association, and (ii) subject to Section 55-509.1 of the Property Owners' Association Act, convey additional real property to the Association, the City, or to a utility company along with any Structure (including related fixtures, equipment and furnishings) located thereon. During the Development Period, Declarant shall have the right to exchange and/or substitute Residential Subassociation No. 1 Common Facilities of comparable nature and quality for previously conveyed Residential Subassociation No. 1 Common Facilities in which case the Association shall execute such deeds and other documents as are necessary to evidence such exchange.

(b) The Association shall not construct any capital addition or capital improvement to the Residential Subassociation No. 1 Community Facilities or annex any additional Residential Subassociation No. 1 Community Facilities (other than as provided in Section 2.5(a)) unless such addition, improvement, or annexation shall have been authorized by the Board of Directors and, during the Development Period, Declarant. Nothing contained in this subparagraph shall be construed so as to require the consent of any Class A Member for the construction or renovation of Residential Subassociation No. 1 Community Facilities or other amenities by Declarant.

2.6. Damage or Destruction of Residential Subassociation No. 1 Common Area by Owner. Owners and each person lawfully occupying a Lot may use the Residential Subassociation No. 1 Common Area only for the purpose or purposes for which the Residential Subassociation No. 1 Common Area reasonably are intended and subject to any applicable restrictions under law. Any Residential Subassociation No. 1 Common Area which has not been improved for a particular use is intended to remain in its natural condition unless or until so improved, and any use thereof by an Owner and each person lawfully occupying a Lot shall not damage or disturb such natural condition or the enjoyment thereof by other Owners. If any Residential Subassociation No. 1 Common Area or improvement thereon is damaged or destroyed by an Owner, or such Owner's tenants, guests, licensees, agents or family members, the Association may repair such damage at the Owner's expense. The Association shall repair such damage in a good and workmanlike manner either in conformance with the original plans and specifications of the area or improvement involved or, in the discretion of the Board of Directors, as the Residential Subassociation No. 1 Common Area or improvement may have been modified or altered. The Board may specially assess the cost of any such repairs against such Owner's Lot, and such Special Assessment shall constitute a lien upon such Owner's Lot and be collectible in the same manner as other Assessments set forth herein.

ARTICLE III.

Association Membership, Voting Rights, Board of Directors

3.1. Organization of the Association. The Association has been organized as a nonstock corporation under the laws of the Commonwealth of Virginia (i) to provide for the acquisition, construction, management, maintenance and care of the Residential Subassociation No. 1 Common Area and the Residential Subassociation No. 1 Community Facilities, and any other area for which the Association is responsible pursuant to this Declaration, the Master Declaration or otherwise; (ii) to be a "Residential Association" as defined and described in the Master Declaration and to perform all of the obligations and have and exercise all of the rights of an Additional Association, (iii) at its option, but subject to preemption by the Master Association pursuant to the Master Declaration, to obtain, manage and maintain services for the Property, or sections thereof including, but not limited to, as necessary, refuse collection, grass mowing, street cleaning, landscape and Stormwater Management Facilities maintenance, parking area maintenance and management, and snow plowing; (iv) subject to preemption by the Master Association pursuant to the Master Declaration to provide for the maintenance of any land within any of the Property which is intended to be conveyed to the Association; and (v) to take other acts or action which would promote the health, safety or welfare of the Owners and Residents. The Association is charged with such further duties and invested with such powers as are

prescribed by applicable law and set forth in the Articles or in the Bylaws, as all of the same may be amended from time to time. The Articles and Bylaws of the Association shall not be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The initial Articles and the initial Bylaws are set forth on Exhibits B and C to this Declaration.

3.2. **Membership in the Association.** The Association shall have the following classes of membership:

Class A. Class A Members shall be all Owners excluding the Association and excluding the Declarant for so long as it is the Class B Member. A Person shall automatically become a Class A Member upon his becoming an Owner of a Lot which is not Exempt Property and shall remain a Class A Member for so long as he is an Owner of such Lot. Class A membership shall be appurtenant to and may not be separated from ownership of any Lot which is not Exempt Property.

Class B. The Class B Member shall be the Declarant.

3.3. **Voting Rights of Members.**

(a) Each Class A Member shall be entitled to one (1) vote on each matter submitted to the members for each Lot owned by such Class A Member which is not Exempt Property. If more than one Dwelling Unit is located on any Lot (which is not Exempt Property), the Class A Member owning such Lot shall be entitled to one (1) vote for each Dwelling Unit located on such Lot. Any Class A Member who is in violation of this Declaration as determined by the Board of Directors in accordance with the provisions hereof and regulations established hereunder, where such violation continues for 30 days or more after written notice by the Board to such Class A Member, shall not be entitled to vote during any period after such 30th day in which such violation continues.

If a Lot shall be owned by more than one Owner, such Owners shall be deemed to constitute a single Class A Member as to such Lot for voting purposes and shall collectively be entitled to a single vote for such Lot (or for each Dwelling Unit located on such Lot) as to each matter properly submitted to the Members.

(b) The Class B Member will have and may cast one (1) vote, plus three (3) votes for each vote which may be cast by the Class A Members, in all Association matters. The Class B membership shall terminate and become converted to Class A membership (in which case Declarant shall be entitled to one (1) vote on each matter submitted to the Members for each Lot, or if more than one Dwelling Unit is located on such Lot, one vote for each Dwelling Unit located on such Lot, owned by the Declarant notwithstanding that such Lot(s) may constitute Exempt Property) upon the termination of the Development Period.

(c) Notwithstanding the foregoing, in the event of annexation of any Additional Land after the termination of the Development Period, the Class B membership with its attendant votes as allocated in (b) above shall be reinstated with respect to all Lots owned by Declarant on the annexed property. Class B membership shall cease and be converted to Class A membership (in which case the Declarant shall be entitled to one (1) vote on each matter

submitted to the Members for each Lot, or if there is more than one Dwelling Unit located on a Lot, one vote for each Dwelling Unit located on such Lot, owned by the Declarant notwithstanding that such Lot(s) may constitute Exempt Property) two (2) years after the date on which Declarant no longer owns any part of such annexed property.

(d) Any vote of the Members shall be taken without regard to class or category of membership except in those instances requiring the affirmative vote or approval of each class or category of membership in accordance with this Declaration, the Articles, or the Bylaws.

3.4. **Board of Directors.** The business and affairs of the Association shall be managed by a Board of Directors. As long as Declarant has the status of a Class B Member, it shall have the exclusive right to appoint the Board of Directors, and it shall have the right, in its sole and absolute discretion, to elect to have one or more of such board positions elected by the Class A membership. Thereafter, Directors shall be elected by the Members in accordance with Article IV of the Bylaws of the Association. The number of directors shall be determined in accordance with the provisions of the Bylaws of the Association.

3.5. **Adoption of Further Rules and Regulations.** The Board of Directors may make such rules and regulations consistent with the terms of this Declaration and the Association's Articles and Bylaws and the Virginia Nonstock Corporation Act as it deems advisable with respect to any meeting of Members, proof of membership in the Association, evidence of right to vote, appointment and duties of inspectors of votes, registration of Members for voting purposes, voting by proxy and other matters concerning the conduct of meetings and voting. Without limiting the generality of the foregoing sentence, if the Board of Directors shall so determine and if permitted under applicable law, voting on elections and other matters, including any matters requiring the approval of the Class A Members as provided in this Declaration, may be conducted by mail, ballot or by electronic or computerized means.

3.6. **Limitation of Liability.** The Association and its Board of Directors shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Residential Subassociation No. 1 Common Area or its facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Members for loss or damage, by theft or otherwise, of articles which may be stored upon the Residential Subassociation No. 1 Common Area or its facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Residential Subassociation No. 1 Common Area or its facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IV.
Covenant for Assessments

4.1. **Creation of the Lien and Personal Obligation of Assessments**. Subject to the limitations in Section 4.6, Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such Annual General Assessments, Residential Subassociation No. 1 Limited Common Area Assessments, Services Assessments and Special Assessments (collectively "Assessments" or separately, each "Assessment") as are established and are to be paid and collected as hereinafter provided. The Annual General Assessments, Residential Subassociation No. 1 Limited Common Area Assessments, Services Assessments and Special Assessments, together with late fees, interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest thereon, late charges, and cost of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. No Owner may escape liability for the Assessments provided for herein by non-use of the Residential Subassociation No. 1 Community Facilities or abandonment of his Lot or any Dwelling Unit thereon. No Owner may escape liability for the Assessments provided for herein in the event the Residential Subassociation No. 1 Community Facilities have not been completed in any given year.

4.2. **Purpose of Assessments**. The Assessments levied by the Association shall be used exclusively to carry out the business and responsibilities of the Association including, but not limited to (i) the payment of all "General Assessments," "Service Area Assessments," "Special Assessments," "Capital Improvement Assessments" and assessments for "Limited Common Area Expenses" (as such terms are defined in the Master Declaration), levied or assessed by the Master Association against the Association as a Residential Association, (ii) the acquisition, construction, management, operation, maintenance and care, repair or replacement and insuring of the Residential Subassociation No. 1 Common Area and Residential Subassociation No. 1 Community Facilities and services; (iii) obtaining, managing and maintaining services for the Property, or sections thereof including, as necessary, refuse collection, the operation of street lighting, and maintenance; (iv) the payment of any amounts lawfully assessed against the Association or the Property pursuant to any cost sharing agreement or other covenants, conditions or restrictions or similar document, including, but not limited to any cost sharing agreement for pool and fitness facilities or other amenities made available to the Lot Owners (including amenities in a condominium project); (v) the performance of any obligations imposed by the Master Declaration, (vi) promoting the recreation, health, safety and welfare of the Members; and (vii) such other purposes as are set forth in this Declaration, the Articles and the Bylaws.

4.3. **Establishment of Annual General Assessment**.

(a) The Association shall levy in each of its fiscal years an Annual General Assessment against each Lot which is not Exempt Property. The amount of such Annual General Assessment shall be established by the Board of Directors at least thirty (30) days in advance of the beginning of each calendar year. The amount of the Annual General Assessments

shall be the same for each Lot, except that the first Annual General Assessment on each Lot imposed pursuant to this Subsection 4.3(a) shall be adjusted according to the number of months remaining in the calendar year from the date of conveyance. The Annual General Assessment and the Services Assessment described in Section 4.4 are collectively known as the "Annual Assessments."

(b) If any Lot contains or is to contain more than one Dwelling Unit then the amount of the Annual General Assessment for such Lot shall be determined by multiplying the amount of the Assessment pursuant to Subsection 4.3(a) by the number of Dwelling Units contained on such Lot.

(c) The amount of the Annual General Assessment shall be determined by the Board of Directors according to its estimate of the cost of meeting the Association's obligations.

4.4. **Services Assessments.** A Services Assessment may be levied by the Board of Directors against the Lots (which are not Exempt Property) in a Cluster or other section of the Property (which is not Exempt Property), or against those Lots to which Residential Subassociation No. 1 Limited Common Area Expenses pertain, or against a Subassociation. The amount of the Services Assessment shall be determined by the Board of Directors according to the estimated cost of providing services or rights of use to the Lots in such categories, which services or rights are not enjoyed by all of the Members of the Association. The amount of a Services Assessment shall be the same for each Lot in any Cluster or particular section or grouping but multiplied by the number of Dwelling Units located upon the Lot in the same manner as is described in Subsection 4.3(b) but need not be uniform with the Services Assessment imposed upon Lots in other Clusters or other sections or other grouping of the Property. A Subassociation or the majority of the Owners within a particular Cluster or other section or grouping of the Property may request special services from the Association, and if the Board of Directors shall approve such request a Services Assessment against the Subassociation or the Lots within such Cluster or section or grouping may be levied.

4.5. **Special Assessments.** In addition to the Annual General Assessment and Services Assessment authorized above, the Board of Directors may levy in any fiscal year of the Association, a Special Assessment payable over not more than the next three (3) succeeding years for the purpose of defraying, in whole or in part, operating deficits and/or the cost of any construction, reconstruction, repair or replacement of the Residential Subassociation No. 1 Community Facilities, including fixtures and personal property related thereto or upon public lands within the Property. Pursuant to Section 55-514 of the Property Owners' Association Act, such Special Assessment may be rescinded if, at a meeting called within sixty (60) days of notice of the Special Assessment, the majority of the votes of the Class A members (or in the case of Residential Subassociation No. 1 Limited Common Area or Service Area, the majority of the votes of the Class A members to which such Service Area Special Assessment appertains) who are voting in person or proxy agree. Special Assessments shall be imposed against Lots which are not Exempt Property in the same manner as Annual General Assessments as provided in Subsections 4.3(a) and (b). The Board of Directors may levy Special Assessments against individual Lots as provided in Section 13.2.

4.6. **Exemption.** Notwithstanding any provision of this Declaration, the Articles or Bylaws of the Association to the contrary, the Declarant and any Declarant Affiliate shall not be obligated for, nor subject to, any Annual Assessments, Services Assessment, or Special Assessment for any Lot, Dwelling Unit, or portion of the Property which it may own, except to the extent that construction of its Dwelling Units has been completed and the same are being leased by it to third parties. Further, the following real estate subject to this Declaration shall be exempt from the Assessments and liens created herein: (i) all Property dedicated to and accepted by a public authority; and (ii) all Residential Subassociation No. 1 Common Area and Residential Subassociation No. 1 Limited Common Area.

4.7. **Date of Commencement of Assessments.** The Annual General Assessment and Services Assessment, if any, provided for in this Article IV shall commence as to each Lot on the date of conveyance of the Lot to a Class A Member. The first Annual General Assessment and Services Assessment (if any) shall be adjusted for each Lot according to the number of days remaining in the month in which settlement occurs and the number of months remaining in the calendar year.

4.8. **Repair and Replacement Reserve.** As a part of any Annual Assessments, the Board of Directors shall obtain from Owners contributions to capital on a regular basis, which contributions will be used to establish a replacement and repair reserve. Such reserve may be in addition to any reserve that may be established by the Master Association. Such contributions shall be paid monthly or at such time as Annual General Assessments are due and be in an amount to be designated from time to time by the Board of Directors in accordance with reserve studies completed or obtained by the Board of Directors in accordance with the requirements of the Property Owners' Association Act. Such funds shall be deposited in an account with a lending institution, the accounts of which are insured by an agency of the United States of America, or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. Such funds also may, in the discretion of the Board of Directors, be invested in Money Market Funds which, although they themselves are not guaranteed by the United States Government, invest solely in United States Government securities (or in State bonds which are backed in principal by the State). The replacement reserve may be expended only for the purpose of the replacement and repair of the Residential Subassociation No. 1 Community Facilities. A General or Operating Reserve may be established by the Board of Directors for other purposes at the sole discretion of the Board of Directors. Reserve studies shall be conducted and/or obtained by the Board of Directors at least as often as specified in the Property Owners' Association Act.

4.9. **Working Capital Fund.** For both the initial sale and all resales of a Lot, the Board of Directors shall collect a working capital contribution (the "Working Capital Contribution") from the new Owner (i.e., the purchaser) of a Lot (other than Declarant), and the new Owner shall be obligated to pay such contribution to the Association at the time of closing on the Lot. Such contribution shall be in the amount of One Hundred Forty Dollars (\$140.00), (in addition to any applicable Subassociation assessment which may be payable to a Subassociation), and shall be utilized for the business of the Association and providing the necessary working fund for it. During the Development Period, Declarant (and after the Development Period, the Board of Directors) shall have the right, authority, and power to unilaterally increase or decrease the amount of the Working Capital Contribution from time to

time. Any increase or decrease in the amount of the contribution assessment (whether a single increase or decrease or more than one increase or decrease) of more than fifty percent (50%) of the initial or any subsequent amount within a period of one year shall require the approval of a majority of the Owners. The Working Capital Contribution shall constitute a lien on such Lot until paid. Notwithstanding the foregoing to the contrary, the obligation to pay the Working Capital Contribution shall not be applicable to the purchase of a Lot by a Mortgagee or its designee or any other purchaser at a foreclosure sale or acquisition by a Mortgagee or its designee of a Lot by deed-in-lieu of foreclosure or to any sale of a Lot by a Mortgagee or its designee or any such other purchaser which was acquired in either such fashion.

4.10. **Notice and Due Dates.** Written notice specifying (i) the amount of each Annual General Assessment, Services Assessment and Special Assessment, and (ii) the number and amounts of the installments by which each such Assessment is to be paid, shall be given to the Owners of each Lot subject thereto. Assessments shall be paid monthly, quarterly, semi-annually or annually, in advance, as the Board of Directors may direct. If the Board of Directors consents, such assessments described herein may be collected by a subassociation for the Lots subject to such subassociation and transmitted to the Association.

4.11. **Effect on Nonpayment of Assessments; Remedies of the Association.** Any installment of an Assessment not paid on or before the due date shall be delinquent and the Association may exercise any or all of the following remedies: (a) if not paid within thirty (30) days after the due date, upon notice to the Owner declare the entire balance of any Assessment due and payable in full; (b) charge a late fee of five percent (5%) of such amount for assessments which are not received within seven (7) days after the due date; (c) charge interest on any installment delinquent for a period of more than thirty (30) days at the rate equal to twelve percent (12%) per annum, from the first day of delinquency until paid; (d) file a memorandum of lien in the Clerk's Office as provided in the Property Owners' Association Act; (e) bring an action at law against the Owners of the Lot to collect the same; and (f) foreclose the lien against the Lot. Such lien may be enforced or foreclosed by the Association as provided in the Property Owners Association Act. In any proceeding against an Owner or Lot, the amount which may be recovered by the Association shall include all costs of the proceeding, including reasonable attorneys' fees, as well as interest, late fees and any administrative fees.

4.12. **Certificate of Payment.** The Association shall, upon written request by an Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments, if any, on a specified Lot have been paid. The Association shall furnish said Certificate within ten (10) days of receipt of the written request. A properly executed certificate of the Association as to the status of Assessments on a Lot shall be binding upon the Association as of the date of its issuance.

4.13. **Subordination of the Lien to Mortgages.** The lien of the Assessments, once perfected, shall have the priority set forth in Subsection 55-516A of the Property Owners' Association Act. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary contained in this Declaration, the lien of Assessments on any Lot shall be subordinate to any Mortgage encumbering such Lot recorded prior to the perfection of such lien.

ARTICLE V.
Covenants Committee

5.1. **Composition and Appointment.** There shall be a Covenants Committee (the "Covenants Committee") which shall initially consist of three (3) members appointed by Declarant, who may be the same persons as those appointed by the Declarant to the Board of Directors. Declarant reserves the right at its discretion to increase or decrease the number of members of the Covenants Committee during the Development Period. Members of the Covenants Committee shall serve at the pleasure of the Declarant during the Development Period. Declarant may continue to appoint the members to the Covenants Committee until the Development Period has terminated. Following the end of the Development Period, the number of members of the Covenants Committee and the individuals who will serve in that capacity shall be determined by the Board of Directors. Following the end of the Development Period, any member of the Covenants Committee may be removed with or without cause by the Board of Directors.

5.2. **Powers and Duties.**

(a) The Covenants Committee shall serve as an architectural review committee and shall also advise the Board of Directors as to the external design, appearance and location of the Lots and Structures thereon so they may enforce the architectural provisions of this Declaration, enforce the requirements of the recorded subdivision plats, deeds of subdivision and provisions of zoning ordinances, and preserve and enhance values and to maintain a harmonious relationship among Structures and the Property. The Covenants Committee may, with the consent of the Board of Directors, delegate to a Subassociation the responsibilities described above with respect to the Lots subject to such Subassociation and may thereafter revoke such delegation. However, the Covenants Committee has the right to advise the Board of Directors to enforce its design guidelines or the provisions of this Article in the event the Subassociation fails to do so.

(b) The Covenants Committee shall serve in such other capacities as may be determined, from time to time, by the Board of Directors in advising it regarding the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association.

(c) The actions taken by the Covenants Committee shall in all respects be subject to the actions duly taken by the Master Association or any committee thereof, including the Design Review Committee. In no event may the Covenants Committee take any action which would lessen or revoke any standard imposed by the Master Association or the Design Review Committee but may impose higher or stricter standards.

5.3. **Submission of Plans to Covenants Committee.** Except for such Structures or landscaping as may be constructed or installed by Declarant, no Structure of any kind whatsoever shall be commenced, erected, placed, moved onto or permitted on any Lot, nor shall any existing Structure upon any Lot be removed or altered in any way which materially changes the exterior appearance thereof (including change of exterior color) until plans and specifications therefor shall have been submitted to the Covenants Committee and approved in writing by the Covenants Committee. Such plans and specifications shall be in such form and shall contain

such information as the Covenants Committee may reasonably require, but shall in all cases include:

- (a) A site plan showing the location of all proposed and existing Structures on the Lot and all existing Structures on adjoining Lots,
- (b) Exterior elevations for the proposed Structures,
- (c) Specifications of materials, color scheme and other details affecting the exterior appearance of the proposed Structures,
- (d) Description of the plans or provisions for landscaping or grading, and
- (e) Explanation of the proposed use of the Structure.

The provisions of this Section 5.3 shall not apply to Land Development Activity as defined in Article I of this Declaration.

5.4. **Approvals/Denials.** Any approval or disapproval of a requested action by the Covenants Committee shall be in writing. In denying any application, the Covenants Committee shall specify the reasons for such denial. The Covenants Committee may approve an application subject to such conditions and qualifications as the Covenants Committee deems appropriate. No approval, or deemed approval, of any application by the Covenants Committee or to the Board of Directors, shall eliminate the requisite for any approval required by the Master Declaration.

5.5. **Failure of the Covenants Committee to Act.** If the Covenants Committee shall fail to act upon any request submitted to it within sixty (60) days after complete submission thereof, such request may be submitted to the Board of Directors for approval. If the Board of Directors shall fail to act within thirty (30) days after submission to it, then such request shall be deemed to have been approved as submitted, and no further action shall be required; provided, however, that such failure to act by the Board of Directors shall not relieve the Owner of the obligation of complying with the architectural standards, covenants, design guidelines and rules and regulations set forth herein or adopted in accordance herewith in connection with the proposed action which was the subject of such submission.

5.6. **Rules, Regulations and Policy Statements.** The Covenants Committee may recommend, from time to time, subject to the approval and adoption of the Board of Directors, reasonable rules and regulations pertaining to its authorized duties and activities under this Declaration and may from time to time issue statements of policy with respect to architectural standards and such other matters as it is authorized to act on. The Covenants Committee may adopt rules of procedure, subject to the prior approval and adoption of the Board of Directors, which rules of procedure may include provisions substantially to the following effect:

- (a) The Covenants Committee shall hold meetings as necessary and at such time as is determined by the Board of Directors. Meetings of the Covenants Committee may be called by the Chairman of the Covenants Committee or by a majority of the members of said Covenants Committee.

(b) A majority of the members of the Covenants Committee present at any meeting shall constitute a quorum.

(c) The Covenants Committee shall maintain minutes of its meetings and a record of the votes taken thereat.

(d) All meetings of the Covenants Committee shall be open to the Members of the Association and any vote of the Covenants Committee shall be taken at an open meeting. Nothing contained herein, however, shall prevent the Covenants Committee from meeting in closed session or executive session to discuss matters before the Covenants Committee in accordance with the Property Owners' Association Act.

(e) A copy of all minutes, rules, regulations and policy statements of the Covenants Committee shall be filed with the records of the Association and shall be maintained by the Association as a permanent public record. The Association shall make copies thereof available to any interested person at a reasonable cost or shall make such minutes, rules, regulations and policy statements available to any person for copying.

5.7. **Expenses of the Covenants Committee.** The Covenants Committee may charge reasonable fees for the processing of any requests, plans and specifications. The Association shall pay all ordinary and necessary expenses of the Covenants Committee. In addition, in connection with the discharge of its responsibilities, the Covenants Committee may engage or consult with architects, engineers, planners, surveyors, attorneys and others. Any Person seeking the approval of the Covenants Committee agrees to pay all fees thus incurred by the Covenants Committee. The payment of all such fees is a condition of the approval or disapproval by the Covenants Committee of any plans and the commencement of review of any plans may be conditioned upon the payment of the Covenants Committee's estimate of such fees.

5.8. **Right of Entry.** The Board of Directors and the Covenants Committee through their authorized officers, employees and agents shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling or alteration of any Structure and landscaping thereon is in compliance with the provisions of this Article and Article VI without the Association or the Covenants Committee or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

5.9. **Land Development.** Notwithstanding any other provisions of this Declaration, any Land Development Activity (as defined in Article I) shall not require the approval of or be subject to review by the Covenants Committee, nor shall any of the other provisions of this Article V apply to any Land Development Activity.

5.10. **Limitation of Liability.** The approval by the Covenants Committee and/or the Board of Directors of any plans, and any requirement by the Covenants Committee and/or the Board of Directors that the plans be modified, shall not constitute a warranty or representation by the Covenants Committee and/or the Board of Directors of the adequacy, technical sufficiency or safety of the Structures described in such plans, as the same may be modified, and the Covenants Committee and the Board of Directors shall have no liability whatsoever for the failure of the

plans or the Structures or landscaping to comply with applicable building codes, laws and ordinances or to comply with sound engineering, architectural or construction practices. In addition, in no event shall the Covenants Committee or the Board of Directors have any liability whatsoever to an Owner, a contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the Covenants Committee's or the Board of Directors' approval, disapproval or conditional approval of any plans.

ARTICLE VI.

General Restrictions on the Use of Lots; Improvements

6.1. **Zoning Regulations.** The Property shall not be used for any purpose other than as permitted in the City zoning ordinances or the laws, rules, or regulations of any governmental authority in force and effect on the date of recording of this Declaration (including any special use permit issued with respect to the Property) as the same may be hereafter from time to time amended. This restriction shall not apply to any use for which a special use permit or special exception under City zoning ordinances or other governing regulations, as the same may be hereafter from time to time amended, is finally granted provided such use is recommended by the Covenants Committee and approved in writing by the Board of Directors. The use of a particular Lot is, however, further limited or restricted as hereinafter expressly provided in the provisions of this Article.

6.2. **No Use Contrary to Law and No Nuisances.** No noxious or offensive trade, services or activities shall be conducted on or upon any portion of the Property nor shall anything be done thereon which may be or become a continuing annoyance or hazard or nuisance to the Owners or Residents of the Property. No use of any Lot or part thereof or any Structure thereon shall be made, nor shall any materials or products be manufactured, processed or stored thereon or therein, contrary to Federal, State or local laws or regulations, or which shall cause an undue fire hazard to adjoining Lots. This Section shall not be construed to prohibit the conduct of such professional services in residential areas as are approved by the Board of Directors and are in compliance with local zoning regulations, nor shall this Section apply to any Land Development Activity.

6.3. **Structures.** Except for Structures constructed by Declarant, the architectural character of all Structures, or alterations, additions, or improvements thereof (other than interior alterations not affecting the external appearance of a Structure) when visually related to each other and the surrounding natural environment shall be, in the opinion of the Covenants Committee or Board of Directors, harmonious in terms of type, size, scale, form, color and material. Except as otherwise herein provided, no Structure shall be painted, stuccoed or surfaced with any material unless and until approved in writing in accordance with objective, performance-oriented guidelines established by the Covenants Committee. All such alterations, additions or improvements shall be commenced within six (6) months and completed within twelve (12) months of approval by the Covenants Committee or Board of Directors. The foregoing provisions of this Section shall not apply to any Land Development Activity. Satellite antennae or dishes may only be installed in locations approved by the Covenants Committee, provided that any location designated by the Covenants Committee or Board of Directors shall

enable the antennae or satellite dish to receive an adequate signal to perform its intended function.

6.4. **Screens and Fences.** Except for any fence installed by Declarant or the Association, and except for any Land Development Activity, no fence or screen shall be installed on a Lot except in accordance with the rules established by the Covenants Committee and with the prior written approval in accordance with Article V.

6.5. **Outside Storage or Operations.** No outside storage of lumber, metals, or bulk materials of any kind, except building materials stored during the course of construction of any Structure, shall be permitted and no refuse or trash shall be kept, stored or allowed to accumulate on any Lot, unless such item is visually screened in a manner approved in accordance with Article V. No outside storage and operations shall extend above the top of any such screening. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made or the evening of the preceding day, at such place on the Lot so as to provide access to the persons making such pick-up. All trash or refuse containers shall be removed from streets, walkways on the exterior portions of Lots following pick-up on the day of the pick-ups. At all other times, such containers shall be stored so as to be visually screened from all streets and adjacent and surrounding Lots. The Covenants Committee may formulate and adopt reasonable rules and regulations relating to the size, shape, color and type container permitted and the manner of storage of same on any Lot. The provisions of this Section shall not be applicable to any Land Development Activity.

6.6. **Signs, Mailboxes and Lighting.** Except for any such items installed by Declarant, or in connection with any Land Development Activity, the location, color, nature, size, design and construction of all signs, mailboxes or outdoor lights shall be approved in accordance with Article V, and must be in keeping with the character of the Property and in accord with guidelines established by the Covenants Committee.

6.7. **Vehicles and Parking.** No commercial truck, commercial bus, taxicabs or other commercial vehicle of any kind, boats, trailers, campers, recreational vehicles and/or motor homes shall be parked in any visible location on the Property except in connection with the initial construction of Structures or in connection with the provision of commercial services to the Declarant, the Association, or other Owners. Commercial vehicles shall be deemed to include cars and vans in styles normally used for private purposes but painted with or carrying commercial advertising, logos, or business names or containing visible commercial materials. No disabled vehicle or vehicle on which current registration plates are not displayed shall be parked on any Lot or on Residential Subassociation No. 1 Common Area. The repair or extraordinary maintenance of vehicles shall not be carried out on any Lot or on the Residential Subassociation No. 1 Common Area. In any portions of the Property where on-street parking is allowed, Declarant and/or the Association shall have the right to regulate and restrict such on-street parking, including, but not limited to, the right to restrict on-street parking altogether and/or to restrict parking to one side of the road and/or right-of-way. In addition to all other remedies available to the Association, the Association may enforce the provisions of this Section 6.7 by towing any non-complying vehicle.

6.8. **Animals.** No livestock, poultry or other animals shall be kept or bred on any Lot, and in no event shall any stable, hatch, barn, coop or other housing or shelter for animals or for the storage of materials be placed or maintained upon any Lot. Notwithstanding anything to the contrary herein contained, dogs, cats and other usual household pets may be kept on the Property provided that such household pets shall be subject to any City regulations and the rules and regulations established by the Board of Directors and further provided that said pets are not raised or bred for any commercial purposes. The Board of Directors shall be authorized to remove any pets or other animals which are kept in violation of the Declaration or rules and regulations.

6.9. **Garages.** No garage shall be utilized for other than the purpose of parking and storage of vehicles and other types of items normally stored in garages in first-class residential neighborhoods. No garage may be converted into or used for living space.

6.10. **Air and Water Pollution.** Except in connection with any Land Development Activity (provided that the same is not in violation of any applicable law), no use of any Lot will be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway, in excess of environmental standards applicable thereto as may be established by the Covenants Committee and approved by the Board of Directors, which standards shall at a minimum meet the requirements of Federal and State law and any regulations thereunder applicable to the Property. No waste or any substance or materials of any kind shall be discharged into any private or public sewer serving the Property, or any part thereof, in violation of any regulations of the City or any private or public body having jurisdiction. No person shall dump garbage, trash or other refuse into any waterway on the Property.

6.11. **Leasing of Dwelling Units.**

(a) All leases of Dwelling Units shall be for an initial term of not less than six (6) consecutive months. The foregoing provision shall not be applicable to the Declarant, or any Declarant Affiliate.

(b) The Board may adopt a rule that an Owner shall deposit with the Board a deposit to be held as security to cover any damages to the Residential Subassociation No. 1 Common Area or Residential Subassociation No. 1 Community Facilities caused by the Tenant(s). This amount will be returned to the Owner, without interest, at the end of the term of the lease or series of leases, less any amounts necessary to cover such damages, if any, caused by the Tenant(s). The Board reserves the right to establish from time to time the security deposit requirements and amount, and if deemed to be appropriate, increase or decrease the amount to be held, without the requirement of an amendment to the Declaration; provided, however, no such establishment of a requirement in excess of \$500.

(c) Any Dwelling Unit Owner shall promptly provide to his Tenant(s), at the Dwelling Unit Owner's expense, a copy of the Association's Declaration, Bylaws, Resolutions, rules and regulations and any amendments thereto (collectively referred to as the "Association Instruments"), and shall provide in all leases for a Dwelling Unit (a) that the Tenant(s) shall be bound by the Association Instruments, (b) that a breach of the Association Instruments by the

Tenant(s) shall be a breach of the lease, and (c) that the Tenant agrees that the Association shall have the right to enforce compliance with the Association Instruments directly against the Tenant(s). Notwithstanding the provisions of this Section to the contrary, the Tenant(s) shall be bound by the terms of the Association Instruments even if the Dwelling Unit Owner-Landlord has failed to comply herewith. Any Dwelling Unit Owner shall provide a copy of the signed lease to the Board promptly after its execution.

(d) The Tenant(s) of any Dwelling Unit shall be responsible for any damage to the Residential Subassociation No. 1 Common Area or Residential Subassociation No. 1 Community Facilities, caused by the Tenant(s) and/or his guests and invitees, and shall be responsible for legal fees, court costs, or other costs incurred by the Association in removing the Tenant(s).

6.12. **Maintenance of Premises and Improvements.** With the exception of maintenance or landscaping to be provided by the Association or by the Master Association, each Owner or Resident shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition. Appropriate maintenance shall include the painting (or other appropriate external care) of all buildings and other improvements all in a manner and with such frequency as is consistent with good property management practices. All Owners of Lots on which storm water management or storm drainage easements exist must keep such area free of debris so as not to impede drainage. The Owner or Resident shall comply with all laws, ordinances and regulations pertaining to health, safety and pollution, and shall provide for storage and removal of trash and rubbish from his premises.

6.13. **Enforcement of Maintenance.** Subject to the rights of the Master Association, and except with respect to Land Development Activity, the Covenants Committee, or its agent, during normal business hours, shall have the right (after 10 day's notice to the Owner or Resident of any Lot involved, setting forth the maintenance action to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner or Resident) to do any and all maintenance work reasonably necessary in the opinion of the Covenants Committee, to keep such Lot, whether unimproved, improved or vacant, in neat and good order, such cost and expense to be paid to the Covenants Committee upon demand and if not paid within thirty (30) days thereof, then to become a lien upon the Lot affected. The Covenants Committee, or its agent, shall further have the right (upon like notice and conditions) to cause to have trimmed or pruned, at the expense of the Owner or Resident, any hedge, tree or any other planting that, in the opinion of the Covenants Committee, by reasons of its location on the Lot, or the height to or the manner in which it is permitted to grow, is detrimental to the adjoining Lots or contrary to the rules and regulations of the Covenants Committee. The lien provided under this Section shall have the same priority and shall be enforced in the same manner as a lien for a Special Assessment.

6.14. **Maintenance During Construction.** During construction it shall be the responsibility of each Owner causing the construction to be performed to ensure that his construction site is kept free of unsightly accumulation of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind (other than that reasonable and customary in construction projects) shall be permitted on any Lot.

6.15. **Miscellaneous.** Without prior review and approval by the Covenants Committee and approval by the Board of Directors:

(a) no water pipe, gas pipe, sewer pipe, or drainage pipe, or industrial process pipe, except hoses and movable piping used for irrigation purposes, shall be installed or maintained on any Lot above the surface of the ground, except in connection with any Land Development Activity;

(b) no Structure shall be used for any purpose other than that for which it was originally designed;

(c) except for the creation of a condominium or cooperative, no Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise.

(d) no Lot or portion thereof shall be used for any mining, boring, quarrying, drilling, removal of, or any other exploitation of subsurface natural resources, which would conflict with the surface development.

6.16. **Rules.** From time to time the Board of Directors may adopt general rules, including but not limited to rules to regulate potential problems relating to the use of property and the well-being of Members and Residents, such as the definition of nuisances, keeping of animals, storage and use of all vehicles, parking of vehicles, storage and use of machinery, use of outdoor drying lines, antennas, satellite dishes, signs, trash and trash containers, restrictions on sprinkler and irrigation systems, private irrigation wells and uses of lakes, water bodies and wetlands, maintenance and removal of vegetation on the Property and the type and manner of application of fertilizers or other chemical treatments to the Property in accord with non-point source pollution control standards. All such rules and any subsequent amendments thereto shall be binding on all Members and Residents of the Property, including their tenants, guests and invitees, except where expressly provided otherwise in such rule. Such rules as adopted from time to time are herein incorporated by reference and shall be as binding as if set forth herein in full; provided, however, that in the event of a conflict between any provision(s) in the rules and the Declaration, Bylaws or Articles, the Declaration, Bylaws or Articles, as applicable, shall control.

6.17. **Timeshares.** No Lot shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly, or any other type of revolving or periodic occupancy by multiple Owners, licensees, or timesharing participants.

6.18. **Declarant Exemption.** The foregoing provisions of Article VI shall not be applicable to Declarant.

ARTICLE VII. Annexations and Withdrawals

7.1. **Additions by Declarant.** Declarant hereby reserves the right (but not the obligation) at any time within the Development Period to subject to this Declaration, by recordation of a supplemental declaration, or make subject to by incorporation by reference in

any deed of conveyance or annex to this Declaration, any Additional Land, at its sole option; provided. Declarant may impose additional or different restrictions, easements and covenants on such Additional Land as Declarant deems necessary and appropriate. Action under this Section shall not require the prior approval of the Class A Members.

7.2. **Additions by the Members.** Land other than the Additional Land may be subjected, annexed or submitted to this Declaration with the written consent of (i) 66 2/3% of the Class A Members, and (ii) during the Development Period, with the consent of the Class B Member.

7.3. **Withdrawable Real Estate.** During the Development Period, Declarant shall have the right, without the consent of the Association or any Owner, to execute and record an amendment to the Declaration withdrawing any portion of the Property which it owns from the operation of this Declaration.

ARTICLE VIII. Easements

8.1. **General Easement.** Declarant reserves the right and easement to use all areas owned by the Association, as may be needed for repair, maintenance or construction on any Residential Subassociation No. 1 Community Facility or as may be required by City for bond release.

8.2. **Models, Sales Offices of Declarant.** Declarant hereby reserves to itself and its designees the right to: (i) use any Lots owned or leased by Declarant, any other Lot with the written consent of the Owner thereof or any portion of the Residential Subassociation No. 1 Community Facilities (including any improvements) as models, management offices, sales offices, a visitors' center, construction offices, customer service offices or sales office parking areas (provided, however, that Declarant shall remain responsible for the upkeep and operating expenses of any Residential Subassociation No. 1 Community Facilities used for the foregoing purposes); and (ii) place and maintain (and relocate and remove) in any location on the Residential Subassociation No. 1 Community Facilities or the common elements of any condominium or on any Lot, street and directional signs, temporary promotional signs, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features; provided, however, that all signs shall comply with Declarant guidelines and Declarant shall obtain the consent of the Owner of any Lot on which the foregoing are placed.

8.3. **Crossover Easement.** If the Owner (including Declarant) of any Lot must, in order to make responsible repairs or improvements to a Structure on his Lot, enter or cross any area owned or to be owned by the Association, or a Lot of another Owner, such Owner shall have an easement to do so, provided that said Owner shall use the most direct, feasible route in entering and crossing over such an area and shall restore the surface so entered or crossed to its original condition at the expense of said Owner, and further provided that such easement shall not exist on the Lot of any other Owner if the purpose for the entrance or crossing is one

requiring, by virtue of Article V of this Declaration, approval of either the Board of Directors or the Covenants Committee, unless such approval has been given.

8.4. **Blanket Easement.** An easement is hereby retained in favor of Declarant and granted to the Association over the Lots and any area owned by the Association for the installation of landscaping or construction of signage, a common cable television system, a common irrigation system, or any other item installed for the common enjoyment and/or benefit of the Owners, provided that the same does not interfere with any Land Development Activity. An easement is further granted for the purpose of the repair and maintenance of any of the foregoing items so installed. Any entry upon any Lot or any area owned by the Association to effectuate the foregoing purposes shall not be deemed trespass. As to each Lot on which the applicable Dwelling Unit has been completed, the applicable Owner covenants not to damage or destroy any facilities so installed and shall hold the Association and/or Declarant harmless from the cost of repairing or replacing any facility damaged or destroyed by such Owner, his family, his guests or invitees.

8.5. **Easement and Right of Entry by Law Enforcement Officials, Etc.** An easement and right of entry through and upon the Property is hereby granted to law enforcement officers, rescue squad personnel, firefighting and other emergency personnel of the City, and to vehicles operated by said personnel while in the performance of their duties. Said emergency personnel shall also have the right of enforcement of cleared emergency vehicle access on roadways and driveways on the Property.

8.6. **Utility Easements.** Easements over the Property for the installation and maintenance of electric, telephone, cable television, water, gas, roof drains connected directly to storm sewer, drainage and sanitary sewer lines and facilities and the like are hereby reserved by Declarant, together with the right to grant and transfer the same. Declarant also reserves the right to enter onto the Residential Subassociation No. 1 Community Facilities for the purpose of completing the improvements thereon, and on the Lots, and for the further purpose of carrying out any correction of defects in workmanship or materials in the Property or the improvements thereon.

The rights and duties with respect to easements for sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities in favor of the Declarant, including the utility easements granted pursuant to this Section, shall be governed by the following:

(a) Whenever water, sanitary sewer, roof drains connected directly to storm sewer, footing drains, condensation lines, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof (including gas lines remaining beneath other Lots and the improvements thereon), are or have been installed within the Property, the Owner of any Lot or the Association shall have the right, and is hereby granted an easement to the extent necessary, to enter upon or have a utility company enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain said installations.

(b) The right granted in paragraph (a) above shall be only to the extent necessary to entitle the Owner or Association serviced by said installation to its full and reasonable use and enjoyment and provided further that any one exercising said right shall be

responsible for restoring the surface of the easement area so used to its condition prior to such use.

(c) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

8.7. **Drainage Easement.** Each Owner of a Lot on which a storm drainage or storm water management easement exists shall keep such area free of debris so as not to impede drainage. Each Owner covenants to provide such additional easements for drainage and water flow as the contours of the Property and the arrangement of buildings by Declarant thereon requires; provided, however that such easements shall not have a material adverse effect upon any Lot on which said easements are utilized. Declarant reserves an easement over all Lots and the Residential Subassociation No. 1 Community Facilities for the purpose of correcting any drainage deficiency, whether such deficiency is located on such Lot or Residential Subassociation No. 1 Community Facility or on adjoining property which right shall include but not be limited to the right to re-grade and/or alter the existing grade of Lots and the Residential Subassociation No. 1 Community Facilities.

8.8. **Encroachment Easement.** Each Lot within the Property is hereby declared to have an easement, one (1) foot in width over all adjoining Lots and Residential Subassociation No. 1 Common Area, for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, draining of rain water from roofs, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement, or shifting; provided, however, that any Owner or his agents shall be liable for any negligence or misconduct while on another Owner's Lot. In the event a Structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owner of each Lot agrees that minor encroachments over adjoining Lots and on Residential Subassociation No. 1 Common Area owned by the Association shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. In addition, a like easement shall exist in favor of the Association in the event of minor encroachment of any of the Residential Subassociation No. 1 Community Facilities upon any Lot.

8.9. **Transferability.** To the extent any easement or right enumerated in this Article VIII shall inure to the benefit of Declarant, Declarant shall, without waiving any future rights, have the right to transfer its easement and rights hereunder.

8.10. **Exercise of Easement Rights.** Declarant and each Owner shall exercise prudence and care in connection with the entry upon any other Owner's Lot pursuant to the easements granted in this Declaration and shall use its or his best efforts to minimize disturbance of the other Owner and damage to his Lot or property. The Owner entering another Owner's Lot covenants, at his sole expense, to promptly repair any damage to such Lot and to provide to the Owner of any Lot upon which he is entering, evidence of the existence of liability insurance in

such amounts and with such carriers as are reasonably deemed adequate by the Board of Directors of the Association. The violation of any rule or regulation adopted by the Association, or the breach of this Declaration, shall give the Board of Directors of the Association the right, in addition to any other right or remedy elsewhere available to it:

(a) To enter onto any Lot as to which such violation or breach exists, and to summarily abate and remove, at the expense of the violating Owner, any Structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of this Declaration, and the Board of Directors of the Association shall not be deemed to have trespassed; or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

All expenses of the Board of Directors or the Association in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the legal rate until paid, shall be charged to and assessed against such defaulting Owner, and such charge shall have the same force and effect as a Special Assessment against such Owner's Lot, and the Association shall have a lien for all of the same upon the Lot of such defaulting Owner, and a security interest under the Virginia Uniform Commercial Code on all fixtures and personal property located in his Dwelling Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board of Directors of the Association.

8.11. **Granting of Easements.** Declarant hereby reserves to itself and also grants to the Association, the right to grant and reserve easements, rights-of-way and licenses over and through: (i) the Residential Subassociation No. 1 Common Area; (ii) any Lot within ten (10) feet of any boundary line of the Lot abutting a public or private street or ten (10) feet from any other Lot boundary line (except that no easements may be granted which run or will run under a building except to serve such building); and (iii) within any designated easement areas shown on subdivision plats for any Lot or Residential Subassociation No. 1 Common Area; for any purpose necessary or desirable for the orderly development of the Property or the Additional Land or for any other reasonable purpose. If the person installing the utility or providing a service requests a specific easement by separate recordable document, then Declarant or the Board of Directors, without Owner or Member approval, shall have the power to record a deed locating such easements.

ARTICLE IX. Party Walls

The rights and duties of the Owners of Lots with respect to party walls shall be governed by the following:

9.1. **General Rules of Law to Apply.** Each wall which is constructed as a part of the original construction on the Property and any part of which is placed on the dividing line

between separate Lots, shall constitute a party wall, and with respect to such wall, each of the adjoining Owners shall assume the burdens and be subject to an easement for that portion of a party wall on his Lot, and be entitled to the benefits of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

9.2. **Sharing of Repair and Maintenance and Destruction by Fire or Other Casualty.** If any such party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, his agents, family, guests or tenants (including ordinary wear and tear and deterioration from lapse of time) then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, in proportion to their respective use of the party wall.

9.3. **Repairs Necessitated by Act of One Owner.** If any such party wall is damaged or destroyed through the act of one adjoining Owner or any of his agents or guests or members of his family or tenants (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining Owner.

9.4. **Other Changes.** In addition to meeting the other requirements of these covenants, and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining Owner.

9.5. **Right to Contribution Runs With Land.** The right of any Owner to contribution from any other Owner under this Article IX shall be appurtenant to the land and shall pass to such Owner's successors in title.

9.6. **Dispute.** In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of such Board of Directors shall be final and conclusive upon the parties. In the event the affected Owners are subject to a Subassociation, the Board of Directors may delegate its duties and authority with respect to this Article to such Subassociation.

9.7. **Condominium Exempt.** The provisions of this Article IX shall not apply to any condominium or condominium units on the Property which are created in accordance with the Virginia Condominium Act.

**ARTICLE X.
Mortgages**

10.1. **Notice to Board of Directors.** An Owner who acquires a Dwelling Unit and/or Lot shall promptly notify the Board of Directors of his name and address. Any Mortgagee may

give written notice to the Association of its name and address and the address of the Lot to which its mortgage applies.

10.2. **Notice of Default, Casualty or Condemnation.** Upon written request, the Association shall give notice to any Mortgagee of the Owner's default in paying an assessment or any other default with respect to that Mortgagee's Lot which has not been cured within 60 days of the date such assessment became due or the date the Association notified such Owner of the default, respectively.

10.3. **Other Rights of Mortgagees.** Upon written request, any Mortgagee shall be entitled to receive written notice of meetings of the Association, and all Mortgagees or their designees shall be entitled to attend meetings of the Association and shall have the right of to speak at such meetings. All Mortgagees shall have the same right as an Owner to examine the books and records of the Association available to Owners pursuant to Section 55-510 of the Property Owners' Association Act during normal business hours after reasonable notice and for purposes reasonably related to its interest.

10.4. **No Restriction on Land Development Activity.** Notwithstanding anything to the contrary contained in this Declaration, no Land Development Activity as to any of the Property shall be restricted or impaired.

10.5. **Failure of Mortgagee to Respond.**

Any Mortgagee who receives a written request from the Board to consent to any action shall be deemed to have consented to such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Mortgagee's receipt of such request, provided such request advises the recipient (IN SOLID CAPITAL LETTERS) that its consent will, pursuant to the terms of this Declaration, be deemed given if a timely response is not made and is delivered to the Mortgagee by certified or registered mail, return receipt requested at the address of such Mortgagee for notices that is set forth in its Mortgage (or such other address for notices as such Mortgagee may designate to the Association in writing from time to time).

No request under this Section shall be effective unless it (i) identifies the name of each mortgagor or grantor under the applicable Mortgage; (ii) refers specifically to "the Quarterpath at Williamsburg Project in Williamsburg, Virginia"; (iii) refers specifically to this "Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Quarterpath Residential Subassociation No. 1"; (iv) identifies the number of days after receipt of such request by which a response is required pursuant to this Section; and (v) identifies the address of the Association to which a response is to be made.

ARTICLE XI.

Insurance and Casualty Losses

11.1. **Insurance.** The Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Residential

Subassociation No. 1 Community Facilities and may, by written agreement with any Subassociation, assume the insurance responsibility for the Property held by or the responsibility of such Subassociation against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Neither the Association nor any such Subassociation shall have any right or power to obtain or maintain property insurance with respect to any Dwelling Unit owned by an Owner; and nothing herein shall impair any right of an Owner or its Mortgagee to collect any property insurance proceeds as to a Dwelling Unit or to dispose of the same (including, without limitation, the right to apply the same to the indebtedness secured by the applicable Mortgage, without any requirement to apply the same to repair and restoration); provided, however, that if any portion of the Property is a condominium, the treatment of property insurance and property insurance proceeds shall be dealt with specifically in the declaration of condominium. The Board shall also obtain a public liability policy covering the Residential Subassociation No. 1 Community Facilities, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and if reasonably available, directors' and officers' liability insurance, and fidelity bond coverage in an amount not less than three (3) months' Annual General Assessments plus the Association's reserves for all officers or employees of the Association having fiscal responsibility for and direct access to Association funds. The public liability policy shall have at least a Two Million Dollar (\$2,000,000) limit per occurrence for both bodily injury and property damage. Premiums for all insurance on the Residential Subassociation No. 1 Community Facilities shall be expenses of the Association covered by the Annual General Assessment; premiums for insurance provided to other associations shall be charged to those associations. The casualty insurance policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Virginia and holding a size rating of VII or better in the Financial Category as established by A.M. Best Company, Inc., if available and, if not available, the most nearly equivalent rating.

(b) All policies on the Residential Subassociation No. 1 Community Facilities shall be for the benefit of the Owners and their Mortgagees, as their interests may appear.

(c) Exclusive authority to adjust losses under policies in force on the Residential Subassociation No. 1 Community Facilities obtained by the Association shall be vested in the Board of Directors.

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

(e) All casualty insurance policies shall have an agreed amount endorsement.

(f) The Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) A waiver of subrogation by the insurer as to any claims against the Board of Directors, the Association, the Association's managing agent, the Declarant, the Owners 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; and

(iii) That any "other insurance" clause in any policy exclude individual Owners' policies from consideration.

11.2. **No Partition.** There shall be no physical partition of the Residential Subassociation No. 1 Community Facilities or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 11.4 of this Article in the case of damage or destruction, or unless the Property has been removed from the provisions of this Declaration. This Section 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 Declaration.

11.3. **Disbursement of Proceeds.** Proceeds of property insurance policies carried by the Association or a Subassociation on Residential Subassociation No. 1 Community Facilities shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds 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 repairs or reconstruction to the Residential Subassociation No. 1 Community Facilities or, in the event no repair or reconstruction is made, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any Mortgagee of a Dwelling Unit and may be enforced by such Mortgagee.

(b) If it is determined as provided for in Section 11.4 of this Article that the damage or destruction to the Residential Subassociation No. 1 Community Facilities for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 11.3(a) hereof.

11.4. **Damage and Destruction.**

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Residential Subassociation No. 1 Community Facilities covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall 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

property. Repair or reconstruction as used in this paragraph means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Residential Subassociation No. 1 Community Facilities shall be repaired or reconstructed unless Declarant (during the Development Period) and at least seventy-five percent (75%) of the total vote of the Class A Members of the Association shall 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, repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the Residential Subassociation No. 1 Community Facility damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Residential Subassociation No. 1 Community Facilities shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the Property shall be restored to its natural state and maintained as an undeveloped portion of the Residential Subassociation No. 1 Community Facilities by the Association in a neat and attractive condition.

11.5. **Repair and Reconstruction.** If the damage or destruction for which the 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 shall, without the necessity of a vote of the Association's Members, levy a special assessment against all Owners. Additional assessments may, be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

11.6. **Purchase of Insurance.** All insurance policies relating to the Residential Subassociation No. 1 Community Facilities shall be purchased by the Association. Neither the Board of Directors, the Managing Agent nor the Declarant shall be liable for failure to obtain any coverage required by the Declaration, by this Article XI or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverage is available only at unreasonable cost.

ARTICLE XII. Condemnation

12.1. **Residential Subassociation No. 1 Common Area Condemnation.** Whenever all or any part of the Residential Subassociation No. 1 Community Facilities shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on its behalf) by any authority having the power of condemnation or eminent domain, any award for payment shall be paid to the Association and the Board of Directors shall have those powers and authorities set

forth in Section 55-516.2 of the Property Owners' Association Act. The award made for such taking shall be disbursed as follows:

If the taking involves a portion of the Residential Subassociation No. 1 Community Facilities on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant (during the Development Period) and at least seventy-five percent (75%) of the Class A Members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Residential Subassociation No. 1 Community Facilities to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article XI hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Residential Subassociation No. 1 Community Facilities, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE XIII. Cluster

13.1. **Creation of Cluster.** Lots may be designated as belonging in a Cluster. All or any part of the Additional Land may be added by the Declarant to a Cluster, without the consent of the Owners, or any other person or entity, at any time on or before the end of Development Period.

ARTICLE XIV. General Provisions

14.1. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless amended as provided in this Article.

14.2. **Amendment.**

(a) Subject to the other limitations set forth in this Section and elsewhere in this Declaration, this Declaration may be amended by an instrument approved by Declarant (during the Development Period) and Owners of not fewer than two-thirds (2/3) of Lots. The amendment instrument shall comply with the requirements of Section 55-515.1 of the Property Owners Association Act and shall be recorded in the Clerk's Office. Unless a later date is specified in any such instrument, any amendment made pursuant to this Declaration shall become effective on the date of recording.

(b) Notwithstanding anything to the contrary herein contained, Declarant reserves the right during the Development Period to unilaterally amend this Declaration without

the consent of any Owners, Residents, or any other Persons claiming an interest in the Property or the Association.

(c) Without the express prior written consent of Declarant, no amendments shall be made to the Declaration, and no rules and regulations shall be adopted which shall modify the Assessments or other charges on or exceptions applicable to Declarant, which modify either rights or exemptions applicable to Declarant or which shall restrict, impair or in Declarant's sole judgment adversely affect Declarant's activities on the Residential Subassociation No. 1 Common Area, delegation of use of the Residential Subassociation No. 1 Common Area, or marketing and sale of the remaining Dwelling Units or Lots.

14.3. **Enforcement.** Subject to the limitations set forth in Article XVI below, Declarant, the Association and its Board of Directors, the Covenants Committee, or any Owner, shall have the right to enforce, by 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 of the same to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions of this Section 14.3 shall be in addition to and not in limitation of any rights or remedies provided in other Sections of this Declaration.

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

14.5. **Construction.** The Board of Directors shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, or an injunction or stay granted by such court, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

14.6. **Invalidity.** The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

14.7. **Headings.** The headings of the Articles and Sections of this Declaration are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

14.8. **Gender.** Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

14.9. **Declarant's Reservation.** Owners acknowledge that Declarant may, from time to time, rezone or amend the zoning or other land use laws or development conditions relating to the Property or the Additional Land following the date of recordation of this Declaration. In the event that any rezoning application, proffer amendment, variance, special exception, use permit or other type of land use application filed with the City shall require the joinder of any Owners, each Owner by acceptance of the Deed for any Lot irrevocably appoints the Association as its

attorney-in-fact for the purpose of executing any proffer amendments or rezoning applications, variance, special exception or other type of land use applications as may be reasonably required in connection with the development of the Property.

14.10. **Cable Agreement.** Declarant, through its designated members of the Board of Directors of the Association, may enter into, on behalf of the Association, one or more long term agreements with public or private utility companies, or other provider(s) (the "Service Provider") for cable television, telephone, security monitoring, and other communication services. Such agreements may provide for "bulk billing" to the Association for every Dwelling Unit to be located on the Property. Accordingly, the Annual Assessments levied by the Board of Directors of the Association may include a component for basic cable television, basic telephone services and/or security monitoring services covered by any bulk billing arrangement with the Service Provider.

In connection with any bulk billing agreement it may occur that by virtue of separate agreements with the Service Provider, the Service Provider may pay directly to Declarant and/or at the sole discretion of the Declarant, the Association, a certain percentage of the revenues received by the Service Provider under any bulk billing agreement with the Association and any premium agreements with the Owners or Residents.

If applicable, copies of all bulk billing agreements between the Association and the Service Provider and copies of any agreements providing for any payments to Declarant from the Service Provider will be available for inspection, upon request, at the sales office for the Quarterpath Residential Subassociation No. 1 Community.

14.11. **Termination.** The Owners of Lots shall not dissolve or disband the Association, nor shall the Association dispose of any Residential Subassociation No. 1 Common Area by sale, or otherwise, except to an organization conceived and organized to own and maintain the Residential Subassociation No. 1 Common Area, without first offering to dedicate the same to the jurisdiction in which the Property is located, or such other appropriate governmental agency. Termination of the Association shall be according to the provisions of the Articles of Incorporation.

14.12. **Security.** NEITHER THE ASSOCIATION NOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, RESIDENTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, DECLARANT, AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES, ARE NOT INSURERS AND THAT EACH OWNER, TENANT, RESIDENT, GUEST, AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO STRUCTURES OR OTHER IMPROVEMENTS SITUATED ON LOTS AND TO THE CONTENT OF ANY DWELLING UNITS ON LOTS AND FURTHER ACKNOWLEDGE THAT DECLARANT HAS MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, RESIDENT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATION OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY

OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

14.13. **Obligations of Declarant.** None of the provisions of this Declaration shall obligate or be construed to obligate Declarant or its agents, representatives or employees, to undertake any affirmative action to enforce the provisions of this Declaration, any Supplemental Declaration or any provision hereof or thereof, or to undertake any remedial or corrective action with respect to any actual or asserted violation hereof or thereof.

14.14. **Archaeological Finds.** Subject to applicable state and federal law regarding archaeological finds, all archaeological materials found within the Property belong to the Declarant during the Development Period and thereafter to the Association. Upon discovery of archaeological materials during periods of construction or otherwise, the Owner of a Lot shall immediately notify the Declarant during the Development Period and thereafter the Association and cease construction activity. The Declarant during the Development Period and thereafter to the Association shall have ten (10) days to notify the Owner if it intends to exercise its right under this section. Thereafter, the Declarant during the Development Period and, following the Development Period, the Association shall have a period of sixty (60) days to remove the archaeological materials without compensation to the Owner for the archaeological materials, the use of the Lot or delay in construction. Neither the Declarant nor Association shall be obligated to remove archaeological materials or be held liable for failure to remove such materials.

ARTICLE XV. Loans by Declarant

The Declarant shall have the option, but not the obligation, to loan money to the Association for the purpose of funding any cash operating deficits of the Association and such other purposes as Declarant shall deem necessary or desirable in Declarant's sole and absolute discretion. Any such loans shall be on such terms and at such rates as are commercially reasonable to enable the Association to comply with its obligations under this Declaration. Such loan or loans may be in lieu of, or in addition to, loans obtained by the Association from other parties. Any such loan shall be represented and secured by one or more promissory notes of the Association and shall be listed and disclosed as "Loans from Declarant" on all annual budgets and year-end financial statements of the Association. The foregoing loans are collectively referred to as "Declarant Loans" or "Loans from Declarant." Declarant shall have the express right, but not the obligation, to forgive, extend the term or reduce in whole or in part, any amounts due and payable by the Association to Declarant under the Declarant Loans.

ARTICLE XVI. Resolution of Disputes

16.1. **Resolution of Disputes.**

(a) Declarant, the Association and its officers, directors, and committee members, all Persons subject to this Declaration and any Person not otherwise subject to this

Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the community within the Property without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 16.2 in a good faith effort to resolve such Claim.

(b) As used in this Article, the term "Claim" shall refer to any claim, grievance or dispute arising out of or relating to

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Governing Documents; or

(iii) the design or construction of improvements within the community within the Property, other than matters of aesthetic judgment under Article V, which shall not be subject to review;

except that the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 16.2:

(A) any suit by the Association to collect Assessments or other amounts due from any Owner;

(B) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Articles V and VI of this Declaration;

(C) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of this Declaration, the Articles, the Association Bylaws, or rules and regulations adopted by the Board of Directors;

(D) any suit in which any indispensable party is not a Bound Party; and

(E) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 16.2(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

16.2. **Dispute Resolution Procedures.**

(a) **Notice.** The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) the Claimant's proposed resolution or remedy; and

(iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) **Negotiation.** The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) **Mediation.** If the parties have not resolved the Claim through negotiation within 30 days of the date of the notice described in Section 16.2(a) (or within such other period as the parties may agree upon), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Williamsburg, Virginia area.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all fees charged by the mediator.

(d) **Settlement.** Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award

shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

16.3. Initiation of Litigation by Association.

In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of Class A Members entitled to cast 75% of the total Class "A" and Class "B" votes in the Association, respectively, except that no such approval shall be required for actions or proceedings:

- (a) initiated during the period when Declarant or any assignee is the Class B Member;
- (b) initiated to enforce the provisions of this Declaration, including collection of assessments and foreclosure of liens;
- (c) initiated to challenge ad valorem taxation or condemnation proceedings;
- (d) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or
- (e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This Section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

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(Signature Page for Declaration of Covenants, Conditions, and Restrictions and
Reservation of Easements)

IN WITNESS WHEREOF, the undersigned, have executed this instrument on the 18th
day of December, 2014.

QUARTERPATH WILLIAMSBURG, LLC,
a Virginia limited liability company

By: [Signature]

Name: William Austin

Title: Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Newport News

The foregoing instrument was acknowledged before me this the 18th day of
December, 2014, by W. William Austin Jr who is personally known to me, or who
produced _____ as identification, as Manager of
Quarterpath Williamsburg, LLC, a Virginia limited liability company, on its behalf.

Notary Public [Signature]
My commission expires: November 30, 2016
My registration number is: 7528554
[Affix Notarial Stamp]

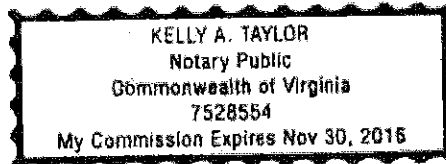


EXHIBIT A

Additional Property

I.

All those tracts or parcels of land lying and being in the City of Williamsburg, Virginia, and being shown and described as Lots "1" through "22", inclusive, Lots "83" through "98", inclusive, Lot "B-1", "Lot B-4", "ALLEY 'B'", "ALLEY 'F'", "ALLEY 'G'" and "ALLEY 'I'", as shown on the plat (the "Village Green North Plat") entitled "PLAT OF SUBDIVISION VILLAGE GREEN NORTH TOWNHOMES AT QUARTERPATH PHASE ONE BEING THE PROPERTY OF QUARTERPATH WILLIAMSBURG, LLC" dated 6/12/14, prepared by AES Consulting Engineers and recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City (the "Clerk's Office") as Instrument No. 142454.

II.

All those certain lots, pieces or parcels of land situate in the City of Williamsburg, Virginia and designated as "RESIDUAL PARCEL B 118.033± ACRES", "RESIDUAL PARCEL A 70.640 ACRES", "LOT 3 0.959 AC." and "LOT 4 0.081 AC." as shown on that plat entitled "QUARTERPATH AT WILLIAMSBURG SECTION 1 CITY OF WILLIAMSBURG, VIRGINIA," dated January 20, 2014, made by Shadrach & Associates, LLC, and recorded in the Clerk's Office as Instrument No. 140706, but excluding the property described in part I of this Exhibit A above; and

Less and Except the public street rights-of-way being shown and designated as "REDOUBT ROAD 75' Public R/W", "PROSPECT STREET 62' Public R/W", "GREEN HILL STREET 72' Public R/W" and "EASTVIEW STREET 72' Public R/W" on the "Village Green North Plat"; and

Less and Except all those certain lots, pieces or parcels of land situate in the City of Williamsburg, Virginia and designated as "LOT B-2 179,375 S.F. 4.118 AC." and "LOT B-3 130,860 S.F. 3.004 AC." as shown on that plat entitled "SUBDIVISION OF RESIDUAL PARCEL B QUARTERPATH AT WILLIAMSBURG SECTION 1 BEING THE PROPERTY OF QUARTERPATH WILLIAMSBURG, LLC CITY OF WILLIAMSBURG, VIRGINIA" dated 04/16/2014, made by Landtech Resources, Inc., and recorded in the Clerk's Office as Instrument No. 140732.

EXHIBIT B

Articles of Incorporation

ARTICLES OF INCORPORATION

OF

QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC.

In compliance with the requirements of Chapter 10 of Title 13.1 of the 1950 Code of Virginia, as amended (the "Code of Virginia"), the undersigned, who is at least twenty-one (21) years of age, has this day, by execution of these Articles of Incorporation, voluntarily declared himself to be an incorporator for the purpose of forming a nonstock corporation pursuant to the general laws of the Commonwealth of Virginia, and does hereby certify:

**ARTICLE I.
Definitions**

The words in these Articles which begin with capital letters (other than words which would be normally capitalized) shall have the following meanings assigned to them.

"Additional Land" shall mean and refer to the real estate described in **Exhibit A** to the Declaration.

"Annual Assessments" shall mean and refer to the Annual General Assessment and Services Assessment levied by the Association in each of its fiscal years pursuant to Article IV of the Declaration.

"Annual General Assessment" shall mean and refer to the annual charge shared by all Class A members (excluding those who only own Exempt Property) and established pursuant to Article IV of the Declaration.

"Assessable Property" shall mean and refer to all of the Property except such part or parts thereof as may from time to time constitute Exempt Property.

"Association" shall mean and refer to Quarterpath Residential Subassociation No. 1, Inc., a Virginia non-stock corporation, its successors and assigns. The Association is sometimes referred to as the Corporation.

"Board of Directors" and "Board" shall mean and refer to the Board of Directors of the Association.

"Class A Members" shall mean and refer to all Owners excluding the Association and excluding the Declarant for so long as it is the Class B Member.

"Class B Member" shall mean and refer to the Declarant.

"Clerk's Office" shall mean and refer to the Clerk's Office of the Circuit Court for the City of Williamsburg, Virginia.

"Cluster" shall mean and refer to a group of Lots designated as such by the Declarant.

"Declarant" shall mean and refer to QUARTERPATH WILLIAMSBURG, LLC, a Virginia limited liability company, its successors and assigns; provided, however, that no successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in an instrument of succession or assignment designating a party as Declarant hereunder or which pass by operation of law, and such successor or assignee accepts the same. Declarant reserves the right to assign in whole or in part its rights as the "Declarant" to any Owner of all or any part of the Property or any owner of any portion of the Additional Land.

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Quarterpath Residential Subassociation No. 1 recorded, or to be recorded, among the land records of Williamsburg, Virginia, as it may from time to time be amended, supplemented, modified and/or restated in the manner provided therein.

"Development Period" shall mean and refer to the period commencing on the date of the Declaration and terminating on the earlier of (a) one (1) year after the date on which Declarant no longer owns any part of the Property or the Additional Land; or (b) any earlier date specified by Declarant in a written notice to the Association that the Development Period is to terminate on that date.

"Dwelling Unit" shall mean any portion of the Property, as improved, intended for any type of independent ownership for use and occupancy as a residence by one household and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) a condominium unit, an apartment or cooperative unit, a duplex unit, a townhouse, single family attached or detached or zero lot line home, as may be used and defined as herein provided or as provided in subsequent amendments or supplements to the Declaration covering all or part of the Property.

"Exempt Property" shall mean and refer to (i) all interest in land (including Lots) and structures and Residential Subassociation No. 1 Community Facilities owned by the Association for so long as the Association shall be the owner thereof; (ii) all land (including Lots) and structures owned by Declarant; and (iii) all properties dedicated to and accepted by a public authority.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property which has been subjected to the Declaration and upon which a Dwelling Unit(s) could be constructed in accordance with Williamsburg zoning ordinances and to each condominium unit or apartment or cooperative unit on the Property created in accordance with the applicable laws of Virginia in effect from time to time. "Lot" shall not mean or refer to Residential Subassociation No. 1 Community Facilities.

"Master Association" shall mean Quarterpath Mixed-Use Community Association, Inc., a Virginia nonstock corporation or its successors or assigns.

"Master Declaration" shall mean the Master Declaration of Covenants, Easements and Restrictions for Quarterpath at Williamsburg (Mixed-Use), dated April 10, 2014, and recorded

with the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, as Instrument Nos. 140709 and 140006168.

"Member" shall mean each Class A Member and Class B Member of the Association.

"Mortgagee" shall mean the holder of any recorded mortgage, or the trustee and beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage," as used herein, shall include deeds of trust. References to the "holder" of a Mortgage shall include the trustee and the beneficiary under any recorded Deed of Trust. "First Mortgagee" as used herein, shall mean a holder of a Mortgage with priority over all other Mortgages. As used in the Declaration, the term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in the Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. References herein to the foreclosure of a Mortgage shall include the exercise of a power of sale under such Mortgage, as well as a judicial foreclosure of the Mortgage.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Property but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of this definition, the owner of Lots in an apartment in which the Dwelling Units are held out for rent, shall be the record owner of the apartment building or buildings. The owner of Lots in a cooperative shall be the cooperative corporation.

"Person" shall mean and refer to any individual, corporation, limited liability company, joint venture, partnership, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other separate legal entity.

"Property" shall mean and refer to such Additional Land as may be hereinafter subjected to the Declaration pursuant to the provisions thereof.

"Resident" shall mean and refer to (i) each individual occupying any Dwelling Unit pursuant to a lease agreement with the Owner thereof who, if requested by the Board of Directors, has delivered proof of such lease agreement to the Board of Directors; (ii) members of the immediate family of such individual or of an Owner who actually reside within the Property and in the same household with each such individual or Owner; and (iii) any person who has a fixed place of habitation at a Dwelling Unit of any such individual or Owner to which, whenever he is absent, he has the intention of returning.

"Residential Subassociation No. 1 Community Facilities" and/or **"Residential Subassociation No. 1 Common Area"** (which terms are used interchangeably in these Articles) shall mean and refer to all personal and real property (including without limitation, real property owned in fee simple, leasehold interests in real property, and easement rights in real property) and the improvements thereon from time to time owned or leased by the Association for the

common use and enjoyment of the Members. Residential Subassociation No. 1 Community Facilities and/or Residential Subassociation No. 1 Common Area may (but need not) include any common areas, easement areas, public, neighborhood or community buildings, recreational facilities, swimming pools, tennis courts, natural open space easements, natural resource facilities, parks and other open space land, lakes and streams, Stormwater Management Facilities and drainage facilities including but not limited to Best Management Practice facilities ("BMP's"), all private streets, alleyways, pipestem driveways, sidewalks, pathway and bikeway systems, pedestrian facilities, cable television facilities, design amenities and other community facilities and buildings needed in connection with water supply, sewage disposal, gas, electric, or other utility lines, equipment or installations. Except as otherwise specifically provided in such writing, no structure (in whole or in part) will be included in Residential Subassociation No. 1 Common Area or Residential Subassociation No. 1 Community Facilities. The Association is responsible for management and maintenance of all Residential Subassociation No. 1 Common Area and Residential Subassociation No. 1 Community Facilities.

"Services Assessment" shall mean and refer to the charge or charges imposed upon a Cluster or other section of the Property or against a Subassociation for certain services rendered pursuant to Article IV of the Declaration.

"Special Assessment" shall mean and refer to any special charge established pursuant to Article IV of the Declaration.

Any words used in these Articles which are not specifically defined above shall have the meanings assigned to them in the Declaration unless such a meaning would be manifestly improper or unreasonable in the context in which a word is used.

**ARTICLE II.
Name of Corporation**

The name of the Corporation is Quarterpath Residential Subassociation No. 1, Inc., hereinafter called the "Association."

**ARTICLE III.
Registered Office**

The initial registered office of the Association is located at Kaufman & Canoles, 4801 Courthouse Street, Suite 300, Williamsburg, Virginia 23188, which is in the County of James City, Virginia.

**ARTICLE IV.
Registered Agent**

Paul W. Gerhardt, who is a resident of the state of Virginia, a member of the Virginia State Bar, and whose business address is the same as the registered office, is hereby appointed the initial registered agent of this Association.

ARTICLE V.
Powers and Purposes

The Association does not contemplate pecuniary gain or profit to the Members.

The purpose or purposes for which the Association is organized are (i) to provide for the acquisition, construction, management, maintenance and care of the Residential Subassociation No. 1 Common Area and the Residential Subassociation No. 1 Community Facilities, and any area for which the Association is responsible; (ii) at its option to obtain, manage and maintain services for the Property, or sections thereof, including but not limited to, as necessary, refuse collection, grass mowing, street cleaning, landscape and storm water facilities maintenance, parking area maintenance and management, and snow plowing; (iii) to provide for the maintenance of any land shown on the Property and the Additional Land (once subjected to this Declaration) which is intended to be conveyed to or maintained by the Association; (iv) to be a "Residential Association" as defined and described in the Master Declaration; (v) to take other acts or actions which would promote the health, safety or welfare of the Owners and Residents; provided, however, that the Association shall have no power to do any act in contravention of any of the terms of the Declaration. For this purpose, the Association shall have the power and authority to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration, said Declaration being incorporated herein as if set forth at length and made a part hereof;

(b) Fix, levy, collect and enforce payment by any lawful means, of all membership fees, charges, Annual Assessments and Special Assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith, including all office expenses, licenses, taxes or governmental charges levied or imposed against the property of the Association and all other expenses incident to the conduct of the business of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs incurred;

(d) Borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred provided that such acts shall require the consent of the Declarant during the Development Period;

(e) Dedicate, sell or transfer all or any part of the Residential Subassociation No. 1 Common Area to any public or private agency, authority or utility for such purposes and subject to such conditions as the Board of Directors shall determine;

(f) Convey any portion of the Residential Subassociation No. 1 Common Area for the purpose of altering or relocating the boundary lines of the Residential Subassociation No. 1 Common Area or any of the Lots;

(g) Participate in mergers and consolidations with other non-profit corporations, organized for the same purposes or annex additional property and Residential Subassociation No. 1 Common Area, provided that any such merger, consolidation or annexation shall be in accordance with the Declaration and Bylaws;

(h) Enact and amend rules and regulations from time to time to govern the use and enjoyment of the Residential Subassociation No. 1 Common Area, the Residential Subassociation No. 1 Community Facilities, and such other areas of Association responsibility as set forth in the Declaration; provided, however, that no such rules and regulations so adopted shall be in conflict with the Declaration, the Bylaws or these Articles.

(i) Grant permits, licenses and easements under, through and over the Lots (as provided in the Declaration) and the Residential Subassociation No. 1 Common Area, and enter into cost sharing or other agreements with owners of property within close proximity to the Property and the Additional Land, for drainage, utilities, roads and access and other purposes which are reasonably necessary to the ongoing development and operation of the Lots and Residential Subassociation No. 1 Common Area or the development of the Additional Land;

(j) Employ for the Association a "Managing Agent" either as an independent contractor or as an employee, at a compensation to be established by the Board of Directors. The Declarant or an affiliate of the Declarant may be employed as Managing Agent;

(k) Make the payments due under the Declarant Loan(s) (as defined in the Declaration), if any;

(l) Exercise the rights granted to a Residential Association and perform the duties imposed upon a Residential Association as provided in the Master Declaration; and

(m) Have and exercise any and all powers, rights and privileges which (i) a nonstock corporation organized under the laws of the Commonwealth of Virginia by law may now or hereafter have or exercise; and (ii) a residential property owners association subject to the Property Owners' Association Act may now or hereafter have or exercise.

**ARTICLE VI.
Classes of Members**

The Association shall have the following classes of members:

Class A. Subject to the provisions of Article VII below, Class A Members shall be all Owners of Lots excluding the Association and excluding the Declarant for so long as it is the Class B Member. A Person shall automatically become a Class A Member upon his becoming an Owner of a Lot which is not Exempt Property and shall remain a Class A Member for so long as he is an Owner of such Lot.

Class B. The Class B Member shall be the Declarant.

ARTICLE VII.
Voting Rights of Members

Declarant and every Owner of a Lot which is not Exempt Property shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is not Exempt Property.

(a) Each Class A Member shall be entitled to one (1) vote on each matter submitted to the Members for each Lot owned by such Class A Member which is not Exempt Property. If more than one Dwelling Unit is located on any Lot (which is not Exempt Property) the Class A Member owning such Lot shall be entitled to one (1) vote on each matter submitted to the members for each Dwelling Unit located on such Lot. Any Class A Member who is in violation of the Declaration, as determined by the Board of Directors in accordance with the provisions thereof and regulations established thereunder, where such violation continues for 30 days or more after written notice by the Board to such Class A Member, shall not be entitled to vote during any period after such 30th day in which such violation continues.

If a Lot shall be owned by more than one Owner, such Owners shall be deemed to constitute a single Class A Member as to such Lot for voting purposes and shall collectively be entitled to a single vote for such Lot (or for each Dwelling Unit located on such Lot) as to each matter properly submitted to the Members.

(b) The Class B Member will have and may cast one (1) vote, plus three (3) votes for each vote which may be cast by the Class A Members, in all Association matters. The Class B membership shall terminate and become converted to Class A membership (in which case Declarant shall be entitled to one (1) vote on each matter submitted to the Members for each Lot, or if more than one Dwelling Unit is located on such Lot, one (1) vote for each Dwelling Unit located on such Lot, owned by the Declarant notwithstanding that such Lot(s) may constitute Exempt Property) upon the termination of the Development Period.

(c) Notwithstanding the foregoing, in the event of annexation of any Additional Land after the termination of the Development Period, the Class B membership with its attendant votes as allocated in the immediately preceding paragraph (b) shall be reinstated with respect to all Lots owned by the Declarant on the annexed property. Class B membership shall cease and be converted to Class A membership (in which case the Declarant shall be entitled to one (1) vote on each matter submitted to the Members for each Lot or, if there is more than one Dwelling Unit located on a Lot, one vote for each Dwelling Unit located on each Lot owned by the Declarant notwithstanding that such Lot(s) may constitute Exempt Property) two (2) years after the date on which Declarant no longer owns any part of such annexed property.

(d) Any vote of the Members shall be taken without regard to class of membership except in those instances requiring the affirmative vote or approval of each class of membership in accordance with the Declaration, the Articles, or the Bylaws.

ARTICLE VIII.
Board of Directors

The affairs of this Association shall be managed by the Board of Directors. The Board of Directors shall initially consist of three (3) directors appointed by the Declarant. During the Development Period, the Declarant may, in the Declarant's sole discretion, increase the size of the Board of Directors not to exceed five (5) directors. Following the Development Period, the Board of Directors shall consist of three (3) directors. The Declarant shall appoint the members of the Board during the Development Period; however, prior to the end of the Development Period, the Declarant, in the Declarant's sole discretion, may elect to have one or more of such board positions elected by the membership pursuant to the voting procedures for the election of directors as specified in the Bylaws. Any director appointed by the Declarant may be removed, with or without cause, by the Declarant at any time. After the end of the Development Period, all Directors shall be elected.

ARTICLE IX.
Dissolution

The Association shall exist in perpetuity unless dissolved as provided herein.

The Association may be dissolved at an Annual or Special Meeting by the affirmative vote of the Class B Member so long as the Class B membership is in effect and of two-thirds (2/3) of the Members of Class A as provided in Section 13.1-902, Code of Virginia, 1950, as amended. Written notice of such proposed action shall be sent to all Members not less than twenty-five (25) days nor more than fifty (50) days prior to a meeting called for such purpose. Upon dissolution of the Association, the assets both real and personal of the Association shall (subject to the satisfaction of all of the liabilities of the Association and liabilities to which such assets are subject) be (i) granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization engaged in activities substantially similar to those of the Association and which are qualified as exempt organizations under the Internal Revenue Code of 1954, or the corresponding provisions of any future United States Internal Revenue law, or (ii) dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association; provided, however, that any such dedication shall require the affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the votes then held by all Class A Members.

ARTICLE X.
Liability and Indemnification

(a) To the full extent that the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of the liability of directors, officers, or members of Board appointed committees, a director, officer or member of a Board appointed committee of the Corporation shall not be liable to the Corporation for monetary damages.

(b) To the full extent permitted and in the manner prescribed by the Virginia Nonstock Corporation Act and any other applicable law, the Corporation shall indemnify a director or officer of the Corporation who is or was a party to any proceeding by reason of the fact that he is or was such a director or officer or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

(c) Reference herein to directors, officers, members of Board appointed committees, employees or agents shall include former directors, officers, committee members, employees and agents and their respective heirs, executors and administrators.

ARTICLE XI. Amendments

The Members shall have the right to vote to amend these Articles of Incorporation pursuant to Section 13.1-886 of the Code of Virginia, 1950, as amended. Any such amendment shall require the affirmative vote of the Class B Member during the Development Period. During the Development Period, the Class B Member may amend these Articles of Incorporation without the vote of the Class A Members. In any event, these Articles of Incorporation and the Bylaws shall not be amended so as to be inconsistent with the Declaration.

IN WITNESS WHEREOF, for the purpose of forming this Corporation, under the laws of the Commonwealth of Virginia, the undersigned, incorporator of this Association, has executed these Articles of Incorporation this 18th day of December, 2014.

Paul W. Gerhardt

EXHIBIT C

Bylaws

BYLAWS

OF

QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC.

ARTICLE I

Definitions

The words in these Bylaws which begin with capital letters (other than words which would be normally capitalized) shall have the following meanings ascribed to them. Any terms not defined in these Bylaws shall have the meaning set forth in the Declaration (as hereinafter defined) or the Articles (as hereinafter defined). Masculine words such as "he," "him," and "his" have been utilized solely for convenience of reference, and where utilized they shall also mean and include the feminine counterparts to such words.

"Additional Land" shall mean and refer to the real estate described in **Exhibit A** to the Declaration.

"Annual Assessments" shall mean and refer to the Annual General Assessment and Services Assessment levied by the Association in each of its fiscal years pursuant to Article IV of the Declaration.

"Annual General Assessment" shall mean and refer to the annual charge shared by all Class A Members (other than those who own only Exempt Property) and established pursuant to Article IV of the Declaration.

"Articles" shall mean and refer to the Articles of Incorporation of Quarterpath Residential Subassociation No. 1, Inc. filed with the Commonwealth of Virginia State Corporation Commission, as the same may be from time to time amended, supplemented, modified and/or restated.

"Assessable Property" shall mean and refer to all of the Property except such part or parts thereof as may from time to time constitute Exempt Property.

"Association" shall mean and refer to Quarterpath Residential Subassociation No. 1, Inc., a Virginia non-stock corporation. The Association is sometimes referred to as the Corporation.

"Board of Directors" and ***"Board"*** shall mean and refer to the Board of Directors of the Association.

"Class A Members" shall mean and refer to all Owners excluding the Association and excluding the Declarant for so long as it is the Class B Member.

"Class B Member" shall mean and refer to the Declarant.

"Clerk's Office" shall mean and refer to the Clerk's Office of the Circuit Court for the City of Williamsburg, Virginia.

"Cluster" shall mean and refer to a group of Lots designated as such by the Declarant.

"Covenants Committee" shall mean and refer to the Covenants Committee so named and established in accordance with Article V of the Declaration.

"Declarant" shall mean and refer to QUARTERPATH WILLIAMSBURG, LLC, a Virginia limited liability company, its successors and assigns; provided, however, that no successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in an instrument of succession or assignment designating a party as Declarant hereunder or which pass by operation of law, and such successor or assignee accepts the same. Declarant reserves the right to assign in whole or in part its rights as the "Declarant" to any Owner of all or any part of the Property or any owner of any portion of the Additional Land.

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Quarterpath Residential Subassociation No. 1 recorded, or to be recorded, among the land records of Williamsburg, Virginia, as it may from time to time be amended, supplemented, modified and/or restated in the manner provided therein.

"Development Period" shall mean and refer to the period commencing on the date of the Declaration and terminating on the earlier of (a) one (1) year after the date on which Declarant no longer owns any part of the Property or the Additional Land; or (b) any earlier date specified by Declarant in a written notice to the Association that the Development Period is to terminate on that date.

"Dwelling Unit" shall mean any portion of the Property, as improved, intended for any type of independent ownership for use and occupancy as a residence by one household and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) a condominium unit, an apartment or cooperative unit, a duplex unit, a townhouse, single family attached or detached or zero lot line home, as may be used and defined as herein provided or as provided in subsequent amendments or supplements to the Declaration covering all or part of the Property.

"Exempt Property" shall mean and refer to (i) all interest in land (including Lots) and structures and Residential Subassociation No. 1 Community Facilities owned by the Association for so long as the Association shall be the owner thereof; (ii) all land (including Lots) and structures owned by Declarant; and (iii) all properties dedicated to and accepted by a public authority.

"Land Development Activity" shall mean and refer to any building, construction, reconstruction or repair of a Dwelling Unit, roadways, curbing, sidewalks, utility services or any other Structure on a Lot or any other portion of the Property by the Declarant and/or by other

persons regularly engaged in the building or construction business, if such Person is granted approval in writing by the Declarant.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property which has been subjected to the Declaration and upon which a Dwelling Unit(s) could be constructed in accordance with Williamsburg zoning ordinances and to each condominium unit or apartment or cooperative unit on the Property created in accordance with the applicable laws of Virginia in effect from time to time. "Lot" shall not mean or refer to Residential Subassociation No. 1 Community Facilities.

"Master Association" shall mean Quarterpath Mixed-Use Community Association, Inc., a Virginia nonstock corporation or its successors or assigns.

"Master Declaration" shall mean the Master Declaration of Covenants, Easements and Restrictions for Quarterpath at Williamsburg (Mixed-Use), dated April 10, 2014, and recorded with the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, as Instrument Nos. 140709 and 140006168.

"Member" shall mean each Class A Member and Class B Member of the Association.

"Mortgagee" shall mean the holder of any recorded mortgage, or the trustee and beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage," as used herein, shall include deeds of trust. References to the "holder" of a Mortgage shall include the trustee and the beneficiary under any recorded Deed of Trust. "First Mortgage" as used herein, shall mean a holder of a Mortgage with priority over all other Mortgages. As used in the Declaration, the term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in the Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. References herein to the foreclosure of a Mortgage shall include the exercise of a power of sale under such Mortgage, as well as a judicial foreclosure of the Mortgage.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Property but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of this definition, the owner of Lots in an apartment in which the Dwelling Units are held out for rent, shall be the record owner of the apartment building or buildings. The owner of Lots in a cooperative shall be the cooperative corporation.

"Person" shall mean and refer to any individual, corporation, limited liability company, joint venture, partnership, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other separate legal entity.

"Property" shall mean and refer to such Additional Land as may be subjected hereinafter to the Declaration pursuant to the provisions thereof.

"Property Owners' Association Act" shall mean and refer to the Virginia Property Owners' Association Act set forth in § 55-508, *et seq.*, of the Code of Virginia, as the same may be from time to time amended, repealed or superceded. In the event such act is repealed and superceded by another act of similar intent and purposes, such term shall be deemed to refer to the successor act.

"Resident" shall mean and refer to (i) each individual occupying any Dwelling Unit pursuant to a lease agreement with the Owner thereof who, if requested by the Board of Directors, has delivered proof of such lease agreement to the Board of Directors; (ii) members of the immediate family of such individual or of an Owner who actually reside within the Property and in the same household with each such individual or Owner; and (iii) any person who has a fixed place of habitation at a Dwelling Unit of any such individual or Owner to which, whenever he is absent, he has the intention of returning.

"Residential Subassociation No. 1 Community Facilities" and/or **"Residential Subassociation No. 1 Common Area"** (which terms are used interchangeably in these Articles) shall mean and refer to all personal and real property (including without limitation, real property owned in fee simple, leasehold interests in real property, and easement rights in real property) and the improvements thereon from time to time owned or leased by the Association for the common use and enjoyment of the Members. Residential Subassociation No. 1 Community Facilities and/or Residential Subassociation No. 1 Common Area may (but need not) include any common areas, easement areas, public, neighborhood or community buildings, recreational facilities, swimming pools, tennis courts, natural open space easements, natural resource facilities, parks and other open space land, lakes and streams, Stormwater Management Facilities and drainage facilities including but not limited to Best Management Practice facilities ("BMP's"), all private streets, alleyways, pipestem driveways, sidewalks, pathway and bikeway systems, pedestrian facilities, cable television facilities, design amenities and other community facilities and buildings needed in connection with water supply, sewage disposal, gas, electric, or other utility lines, equipment or installations. Except as otherwise specifically provided in such writing, no structure (in whole or in part) will be included in Residential Subassociation No. 1 Common Area or Residential Subassociation No. 1 Community Facilities. The Association is responsible for management and maintenance of all Residential Subassociation No. 1 Common Area and Residential Subassociation No. 1 Community Facilities.

"Services Assessment" shall mean and refer to the charge or charges imposed upon the owners of Lots in a Cluster or other section of the Property or against a Subassociation for certain services rendered pursuant to Article IV of the Declaration.

"Special Assessment" shall mean and refer to any special charge established pursuant to Article IV of the Declaration.

"Structure" shall mean and refer to:

- (a) Any Residential Subassociation No. 1 Community Facility,

(b) Any structure, thing or object (other than trees, shrubbery, landscaping and hedges less than two feet high) the placement of which upon any Lot may affect the appearance of such Lot, including, but not limited to any building, garage, porch, shed, greenhouse, bathhouse, coop, cage, house trailer, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, signboard, antenna, satellite dish, statue, flagpole or similar structure or any other temporary or permanent improvement on such Lot,

(c) Any excavation, fill, ditch, dam, berm or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot, and

(d) Any change of more than six inches in the grade of any lot.

"Subassociation" means an owners association, including but not necessarily limited to a homeowners association or condominium unit owners association, created pursuant to a declaration or other appropriate instrument recorded in the Clerk's Office which subjects a portion of the Property to covenants, conditions and/or restrictions in addition to those set forth in the Declaration and grants rights to such association with respect to such portion of the Property. During the Development Period, any such association shall be created only by the Declarant or with its written consent.

Any words used in these Bylaws which are not specifically defined above shall have the meanings assigned to them in the Declaration unless such a meaning would be manifestly improper or unreasonable in the context in which a word is used.

ARTICLE II

Offices

Section 2.1. The initial registered office shall be located at 4801 Courthouse Street, Suite 300, Williamsburg, Virginia 23188, which is in the County of James City, Virginia. The Association may also have offices at such places within the Commonwealth of Virginia as the Board of Directors may, from time to time, determine or the business of the Association may require.

ARTICLE III

Members

Section 3.1. **Voting Rights of Members.** The Association shall have two (2) classes of members in accordance with the provisions of Article VI of the Articles. The rights, privileges and qualifications of each class of members shall be as set out in the Articles, the Declaration and as provided in these Bylaws.

Section 3.2. Annual Meetings. The Association shall hold an annual meeting of the Members each year for the transaction of any business within the powers of the Association. Such annual meeting shall be held in the same month of each year and at a date and time to be designated by the Board of Directors from time to time. Any business of the Association may be transacted at an annual meeting without being specially designated in the notice of such meeting, except such business as is specifically required by statute, the Articles, these Bylaws or the Declaration to be stated in the notice. Any matter requiring the affirmative vote of more than a majority of the Class A Members present at a meeting shall be designated in the notice of such meeting. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts.

Section 3.3. Special Meetings. At any time in the interval between annual meetings, special meetings of the Members may be called by the Board of Directors, the Class B Member or by Class A Members having twenty percent (20%) of the votes entitled to be cast by Class A Members.

Section 3.4. Place of Meetings. All meetings shall be held at the registered office of the Association, or at such other place within the Commonwealth of Virginia as is designated by the Board of Directors from time to time.

Section 3.5. Notice of Meetings.

(a) Written notice stating the place, day and hour of the annual meeting of the Members and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fourteen (14) or more than sixty (60) days before the date of the meeting (except as a different time is specified below) either personally or by mail, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address of his Lot, and to such other addresses as he may have designated to Association's Secretary, with postage thereon prepaid. Such notice may be hand delivered by the Secretary, or his agent, in lieu of mailing, provided that the Secretary, or his agent, certifies in writing that the notice was delivered to the Member.

(b) Notice of a Members' meeting to act on an amendment of the Articles, a plan or merger or consolidation, a proposed sale of assets pursuant to § 13.1-900 Code of Virginia, 1950, as amended, or the dissolution of the Corporation shall be delivered or published and posted in the manner required by the laws of Virginia. Such laws currently require such notice not less than twenty-five (25) nor more than sixty (60) days before the date of the meeting.

(c) Notice of a Member's meeting may, in lieu of the methods specified in subsections (a) and (b) above, be given by electronic transmission if given in accordance with the provisions of the Virginia Nonstock Corporation Act and the Virginia Property Owners' Association Act.

(d) Notwithstanding the foregoing provision, a waiver of notice in writing, signed by the Member or Members entitled to such notice, whether before or after the holding of

the meeting, shall be equivalent to the giving of such notice to such Member(s). A Member who attends a meeting shall be deemed to have had timely and proper notice of the meeting unless he attends for the express purpose of objecting because the meeting is not lawfully called or convened.

Section 3.6. Quorum. Unless otherwise provided in the Articles or the Declaration, at any meeting of Members (i) the presence in person or by proxy of Class A Members entitled to cast twenty percent (20%) of all of the votes entitled to be cast by the Class A Members, and (ii) during the Development Period, the presence in person or by proxy of the Declarant, shall constitute a quorum. This section shall not affect any requirement under statute, the Declaration or under the Articles for the vote necessary for the adoption of any measure. In the absence of a quorum, without regard to class, the Members present in person or by proxy, by majority vote taken and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. In addition, at such a meeting where a quorum of Members is not present, the Members present in person or by proxy by majority vote taken without notice other than by announcement, may call a further meeting of Members, and at such further meeting the percentage of Class A Members present in person or in proxy required to constitute a quorum shall each be reduced to one-half ($\frac{1}{2}$) of the percentage specified above. The Members present may take any action, including, without limitation, the election of Directors, which might have been taken at the original meeting had a sufficient number of Members been present.

Section 3.7. Votes Required. A majority of the votes cast by the Members without regard to class at a meeting of Members duly called and at which a quorum is present shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, except as otherwise required by the laws of Virginia, the Declaration or the Articles. The Declaration may require the affirmative vote of more than a majority of each class of members in certain instances.

Section 3.8. Proxy Voting. A vote may be cast in person or by proxy. A proxy may be instructed (directing the proxy how to vote) or uninstructed (leaving how to vote to the proxy's discretion). Such proxies may be granted by any Owner in favor of only another Owner, a member of the Board of Directors, the Declarant, the managing agent or such Owner's Mortgagee, or additionally in the case of a non-resident Owner, the Owner's lessee, attorney or rental agent. No person other than the managing agent or a member of the Board of Directors shall cast votes as a proxy for more than one Lot not owned by such person. There are no restrictions on the number of uninstructed proxy ballots which can be cast by a member of the Board of Directors or the managing agent. Proxies shall be duly executed in writing, shall be dated, shall be signed by a person having authority at the time of the execution thereof to execute deeds on behalf of that person, shall be valid only for the particular meeting designated therein and any continuation thereof, and must be filed with the Secretary. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the persons owning such Lot. Except with respect to proxies in favor of a lessee or Mortgagee, no proxy shall in any event be valid for a period in excess of one hundred and eighty (180) days after the execution thereof.

Section 3.9. *Alternative Voting Procedures.* Notwithstanding any other provision of these Bylaws, to the extent permitted by the laws of Virginia, any vote of the Members to be taken upon a stated proposal or for the election of Directors may be taken by mail or electronically by e-mail or similar service, and the number of votes necessary for passage of the proposal or election as a Director shall be the same as if the vote were taken at a meeting.

Section 3.10. *Fixing of Record Date.* For the purpose of determining the Members entitled to notice of, or to vote at any annual or special meeting of the Members, or any adjournment thereof, or in order to make a determination of the Members for any other proper purpose, the Board of Directors may fix in advance a date as the record date for any such determination of Members such date in any case to be not more than sixty (60) days and not less than fifteen (15) days prior to the date on which the particular action requiring such determination of Members is to be taken. If no record date is fixed for the determination of Members entitled to notice or to vote at a meeting of Members, the date on which notice of the meeting is mailed shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

ARTICLE IV

Board of Directors

Section 4.1. *Powers.* The business and affairs of the Association shall be managed by the Board of Directors. The Board of Directors may exercise all the powers of the Association, except such as are, by the laws of Virginia, the Articles, the Declaration or these Bylaws, conferred upon or reserved to the Members. The Board of Directors shall have the power to:

(a) adopt, publish and amend rules and regulations from time to time governing the use of the Residential Subassociation No. 1 Common Area and, to the extent provided in the Declaration, use of Lots and the Property, and the personal conduct of the Members, Residents and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend a Member's voting rights and/or right to use the Residential Subassociation No. 1 Common Area (other than streets and roadways) during any period in which such Member will be in default in the payment of any assessment levied by the Association subject to Subsection 55-513B. of the Property Owners' Association Act. Such rights may also be suspended, after notice and hearing for an infraction of published rules and regulations;

(c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(d) employ a manager, as independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(e) appoint and disband such committees as the Board of Directors deems appropriate including, without limitation, one or more advisory committees for the purpose of advising the Board of Directors on such matters as the Board of Directors may direct;

(f) adopt an annual budget for the operation of the Association;

(g) convey any portion of the Residential Subassociation No. 1 Common Area for the purpose of altering or relocating the boundary lines between the Residential Subassociation No. 1 Common Area and any of the Lots, or any other property;

(h) enter into an agreement or agreements to provide for access to and use of off site recreational amenities by Residents on such terms as are deemed to be reasonable by the Board; and

(i) exercise all of the rights of the Association pursuant to the Master Declaration, including, but not limited to, the appointment of the "Voting Member" (as defined in the Master Declaration).

Section 4.2. Duties. It shall be the duties of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by Class A Members who are entitled to cast one-fourth (1/4) of the outstanding Class A votes;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the Annual General Assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) fix the Services Assessment against each Subassociation or Lot, Cluster or other sections of the Property requiring such services at least sixty (60) days in advance of the assessment period, and

(3) send written notice of each Assessment and dues to every Owner subject thereto.

(d) collect the Assessments from the Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors or prudently invest the same (for which purpose the Board of Directors may retain an investment advisor) to the extent such proceeds are not immediately required, and use the proceeds to carry out the administration of the Association;

(e) issue, or to cause an appropriate officer or managing agent to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(f) procure and maintain liability, casualty and other insurance as described in Article XI of the Declaration;

(g) cause all officers or employees having fiscal responsibilities to be bonded in an amount which shall not be less than the sum of three (3) month's Annual General Assessments on all Lots in the Association, plus the Association's reserve funds;

(h) accept the conveyance of and cause the Residential Subassociation No. 1 Community Facilities (and any other property for which the Association is responsible) to be maintained;

(i) appoint a Covenants Committee when and as provided in the Declaration;

(j) provide for the operation, care, upkeep, maintenance, and service of the Residential Subassociation No. 1 Common Area and Residential Subassociation No. 1 Common Facilities;

(k) keep books with detailed accounts of the receipts and expenditures affecting the Association and the administration of the Residential Subassociation No. 1 Common Area, specifying the expenses of maintenance and repair of the Residential Subassociation No. 1 Common Area and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting principles consistently applied (but may be on the cash method of accounting);

(l) enforce by legal means the provisions of the Declaration, the Articles, these Bylaws and the rules and regulations promulgated pursuant thereto when the Board deems it appropriate to do so;

(m) perform such duties as are required of the Association or the Board pursuant to the Property Owners' Association Act;

(n) make the payments due under any Declarant Loan(s) (as defined in the Declaration);

(o) employ a managing agent at a compensation established by the Board of Directors to perform such duties and services as determined by the Board of Directors; and

(p) cause to be performed the obligations imposed upon the Association by the Master Declaration and/or the Master Association.

Section 4.3. **Number and Composition of Board.** The Board of Directors shall initially consist of three (3) Directors appointed by the Declarant. During the Development Period, the Declarant, in the Declarant's sole discretion, may increase the size of the Board not to exceed five (5) Directors. Following the Development Period, the Board of Directors shall consist of three (3) Directors. The Declarant shall appoint the members of the Board during the Development Period; however, prior to the end of the Development Period, the Declarant, in the Declarant's sole discretion, may elect to have one or more of such Board of Director positions elected by the membership pursuant to the voting procedures for the election of Directors as specified in these Bylaws. After the end of the Development Period, all Directors shall be elected.

Section 4.4. **Appointed Directors.** Appointed Directors shall be appointed by the Declarant and shall serve until their successors are appointed or until the Development Period ends. Such appointed Directors may be reappointed and they need not be members of the Association. Except as otherwise provided in Section 4.3 above and in the Articles, the Declarant shall appoint the Directors during the Development Period.

Section 4.5. **Elected Directors.** In the event the Declarant elects to have one or more Board of Directors positions elected by the membership during the Development Period, Directors who are so elected to the Board of Directors shall serve a two (2) year term; however such term shall in any event terminate on the date of the first annual meeting in which all Directors are elected. At the first annual meeting in which all Directors are elected, Directors shall be elected for staggered terms as follow: two (2) Directors shall be elected each for a two (2) year term and the remaining Directors shall be elected each for a three (3) year term. Thereafter, all Directors shall be elected for three (3) year terms.

Section 4.6. **Vacancies and Removal.** Any elected Director may be removed from the Board with or without cause, by a majority vote of the Members present in person or by proxy at a duly called meeting for such purpose. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor, subject to removal, however, by vote of the Members. Notwithstanding the foregoing, during the Development Period, the Directors appointed by the Declarant may be removed only by the Declarant.

Section 4.7. **Compensation.** No Director shall receive compensation from the Association for any service he may render to the Association as a Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties upon prior approval of the Board.

Section 4.8. **Action by the Board of Directors.**

(a) **Regular Meetings.** Except as permitted by this Section, all actions, matters or resolutions approved or disapproved by the Board of Directors shall be by majority vote of the Directors present at a meeting at which a quorum is present. Regular meetings of the Board of Directors shall be held monthly without notice other than such notice as is then required under the Property Owners' Association Act.

(b) **Emergency Meetings or Action by the Board of Directors.** In the event of an emergency requiring immediate action by the Board of Directors, the Board of Directors may act by means of a telephone conference or similar communication equipment by means of which all persons participating in the meeting can hear each other and participation by such means shall constitute presence in person at such meeting. The audio equipment shall be sufficient for every member in attendance to hear what is said by every member of the Board of Directors participating in the meeting who is not physically present. Such meetings may be called by the President of the Association or by a majority of the Directors, and at least two (2) of the Directors shall be physically present at the meeting place specified in the notice.

(c) **Time and Place of Meeting.** Each meeting of the Board of Directors shall be held at such time and at such place within the Commonwealth of Virginia as the person or persons calling the meeting may designate or at such other place outside the State of Virginia as may be agreed upon by all of the Directors.

(d) **Action Without a Meeting.** To the extent permitted by the laws of the Commonwealth of Virginia, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 4.9. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business.

ARTICLE V

Officers and Their Duties

Section 5.1: Enumeration of Officers. The officers of this Association shall be a president, who shall be a Director, a vice president, a secretary, and a treasurer, and such other officers and assistant officers as may from time to time be deemed necessary by the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary.

Section 5.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 5.3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office until his successor is elected and qualified unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 5.4. Special Appointments. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of

such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.5. *Vacancies.* A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 5.6. *Duties of the President.* The President shall be the chief operating officer of the Association, shall have general and active operating knowledge of the management of the business of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect. When present at meetings of the Board of Directors, the President shall act as chairman of the meetings. He shall execute bonds, mortgages, and other contracts except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association. The President shall be the "Voting Member" of the Association, as defined in the Master Declaration, unless the Board of Directors appoints another individual to act as such.

Section 5.7. *Duties of the Vice President.* In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one vice president, the Vice Presidents in the order designated by the Board of Directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 5.8. *Duties of the Secretary and Assistant Secretaries.* The Secretary shall, when able, attend all meetings of the Board of Directors and all meetings of the Members and shall record or cause to be recorded all official actions of the membership taken during meetings of the Association and official actions of the Board of Directors taken during meetings of the Board of Directors in a book or books to be kept for that purpose. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall act. He shall have custody of the corporate seal of the Association and he, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Association and to attest the affixing by his signature. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 5.9. *Duties of the Treasurer and Assistant Treasurers.* The Treasurer shall have the custody of the Associations' funds and securities and shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Association and

shall deposit or cause to be deposited all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse or cause to be disbursed the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Association. The Treasurer shall cause an annual audit of the Association books as provided by Section 6.3, and shall prepare or cause to be prepared an annual budget, a statement of reserve funds, and a statement of issuance and expenditures to be presented to the membership at its regular annual meeting and shall file a copy of each in the records of the Association. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of his inability or refusal to act, perform the duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

Finance

Section 6.1. Checks, Drafts, Etc. All checks, drafts, and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Association, shall, unless otherwise provided by resolution of the Board of Directors, be signed by the President or a Vice President together with such other signatures as shall be determined by the Board.

Section 6.2. Fiscal Year. The fiscal year of the Association shall be the twelve calendar months period ending December 31 of each year, unless otherwise provided by the Board of Directors.

Section 6.3. Annual Audit. The Association shall cause an annual audit of the Association books to be made by a certified public accountant at the end of every fiscal year. Such audit shall be available to all Members and First Mortgagees who request it within 120 days of the fiscal year end.

ARTICLE VII

Miscellaneous

Section 7.1. Books and Records. The books and records of the Association (pursuant to the Virginia Property Owners' Association Act) shall at all times, during reasonable business hours, be subject to inspection by any member in accordance with the requirements of the Property Owners' Association Act. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 7.2. **Seal.** The Board of Directors may provide a suitable seal, bearing the name of the Association which shall be in the charge of the Secretary. The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof.

Section 7.3. **Amendments.** Any and all provisions of these Bylaws may be altered or repealed and new Bylaws may be adopted at any annual meeting of the Members, or at any special meeting called for that purpose by a majority vote of the Members; provided, however, no amendment or change shall be effective without the consent of the Class B Members during the Development Period. During the Development Period, the Bylaws may be amended by the Class B Member without the further vote or consent of any Owners, Residents or Board of Directors.

Section 7.4. **Consistency of Articles and Bylaws.** These Bylaws shall be construed and interpreted in a manner which is consistent with the terms and provisions of the Articles and the Declaration. The terms and provisions of the Articles and the Declaration shall be controlling over any inconsistent provision contained in these Bylaws.

ARTICLE VIII

Management

Section 8.1. **Management Agent.** The Board of Directors shall employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors, which rate shall be a rate which is ordinary, reasonable, and customary for such services, to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The manager may be the Declarant or an affiliate of the Declarant. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated with or without cause by either party upon thirty (30) days written notice to the other party.

ARTICLE IX

Rights of First Mortgagees

Section 9.1. Written notice of meetings of the Members shall be delivered in accordance with Article III, Section 3.5 to all First Mortgagees who file a written request with the Secretary.

Section 9.2. Upon written request to the Secretary, the books and records of the Association available to Owners pursuant to § 55-510 of the Property Owners' Association Act shall be available for examination by a First Mortgagee and its duly authorized agents or attorneys during normal business hours after reasonable notice and for purposes reasonably related to its interest.

Section 9.3. Upon written request to the Secretary, a First Mortgagee may obtain written notification of the lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 9.4. A First Mortgagee shall be entitled to receive a copy of the budget and the most recent financial statement of the Association upon written request delivered to the Secretary.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting President of Quarterpath Residential Subassociation No. 1, Inc., a Virginia non-stock corporation, and,

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted by unanimous consent of the Board of Directors, effective _____, 20__.

President

(CORPORATE SEAL)

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 12-19-2014
at 12:56 PM. The taxes imposed by Virginia Code
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.

STATE TAX	LOCAL TAX	ADDITIONAL TAX
\$ _____	\$ _____	\$ _____

TESTE: BETSY B. WOOLRIDGE, CLERK
BY: Betsy B Woolridge Clerk

Prepared by and Return to:
Kaufman & Canoles, P.C.
4801 Courthouse Street, Suite 300
Williamsburg, VA 23185

142805

Tax Map Numbers: 590-02-01-B

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS
QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1
(GREEN HILL AT QUARTERPATH PHASE ONE)**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS (the "Supplemental Declaration") is made this 18th day of December, 2014, by QUARTERPATH WILLIAMSBURG, LLC, a Virginia limited liability company, to be indexed as "Grantor" and "Grantee" and provides:

RECITALS

A. Quarterpath Williamsburg, LLC is the Declarant ("Declarant") under the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Quarterpath Residential Subassociation No. 1, dated December 18, 2014 and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg, Virginia (the "Clerk's Office") as Instrument No. 142804, as may be heretofore and hereafter amended, restated, modified or supplemented (collectively, the "Declaration").

B. Declarant has recorded a subdivision plat (the "Green Hill Phase One Plat"), entitled "PLAT OF SUBDIVISION VILLAGE GREEN NORTH TOWNHOMES AT QUARTERPATH PHASE ONE BEING THE PROPERTY OF QUARTERPATH WILLIAMSBURG, LLC" dated

June 12, 2014, made by AES Consulting Engineers, in the Clerk's Office as Instrument No. 142454.

D. Declarant intends to subject the real property described in Exhibit A hereto (the "Subjected Property") to the Declaration pursuant to Article VII of the Declaration, all of which Subjected Property shall be subject to the provisions hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Terms and Definitions. Except as expressly provided otherwise herein, the capitalized terms used herein without definition shall have the same meaning and definition specified for such terms as set forth in the Declaration.

2. Subjected Property; Green Hill Cluster. The Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration, the terms, covenants, conditions and provisions of which are incorporated herein, and the provisions of this Supplemental Declaration. Pursuant to Article XIII of the Declaration, the Subjected Property is hereby designated as belonging to a "Cluster" to be known as the "Green Hill Cluster".

3. Drainage Easements. In accordance with Article VIII, Section 8.7, of the Declaration, drainage easements (collectively, the "Green Hill Cluster Private Drainage Easements") over, under and across certain portions (collectively, the "Green Hill Cluster Drainage Easement Areas") of (i) Lot "83", Lot "84", Lot "87", Lot "88", Lot "90", Lot "91", Lot "96", Lot "97", ALLEY "B" and ALLEY "T", 15 feet in width, which are designated on the Green Hill Phase One Plat as "15' PRIVATE DRAINAGE EASEMENT" are hereby reserved by Declarant for the purpose of conveying storm water drainage from upstream and adjacent Lots and certain other real property now or formerly owned by Declarant upstream thereof and

adjacent thereto. Declarant reserves the right (but not the obligation), without joinder of any transferee of title to the Lots (or a portion thereof) or their respective mortgage lenders, to dedicate or otherwise convey the Green Hill Cluster Private Drainage Easements, or any portion thereof or interest therein, to the City of Williamsburg, to the Master Association, or to Quarterpath Residential Subassociation No. 1, Inc., a Virginia corporation (the "Association"). Upon conveyance to the Association, the Green Hill Cluster Private Drainage Easements shall be "Residential Subassociation No. 1 Common Areas", the Green Hill Cluster Drainage Easement Areas and drainage facilities of which shall be maintained by the Association until such time as the Green Hill Cluster Private Drainage Easements affecting that portion of the Green Hill Cluster Drainage Easement Areas abutting said owner's Lot may be dedicated to and accepted by the City of Williamsburg.

4. Ingress/Egress and Access Easements. In accordance with Section 8.11 of the Declaration, ingress/egress easements (collectively, the "Green Hill Cluster Private Ingress/Egress Easements") over, under and across certain portions (collectively, the "Green Hill Cluster Alley Easement Areas," and together with the Green Hill Cluster Drainage Easement Areas, the "Green Hill Cluster Easement Areas") which are designated on the Green Hill Phase One Plat as "ALLEY 'B' VAR. WIDTH PRIVATE R/W," "ALLEY 'B' 20.5' PRIVATE R/W," "ALLEY 'F' 38' PRIVATE R/W," "ALLEY 'G' 30' PRIVATE R/W," and "ALLEY 'I' 20' PRIVATE R/W" are hereby reserved by Declarant, for the benefit of the Lots within the Green Hill Cluster and Residential Subassociation No. 1 Common Areas within the Green Hill Cluster, for the purpose of ingress and egress to and from the Lots within the Green Hill Cluster and Residential Subassociation No. 1 Common Areas within the Green Hill Cluster and public rights of way. Declarant reserves the right (but not the obligation), without joinder of any transferee of

title to the Lots (or a portion thereof) or their respective mortgage lenders, to dedicate or otherwise convey said Green Hill Cluster Private Ingress/Egress Easements, or any portion thereof or interest therein, to the Association. Upon conveyance to the Association, the Green Hill Cluster Private Ingress/Egress Easements shall be "Residential Subassociation No. 1 Common Area Easements," and may be further designated as Residential Subassociation No. 1 Limited Common Areas for the Green Hill Cluster or certain specified Lots and parcels of land located within the Green Hill Cluster, and the Green Hill Cluster Alley Easement Areas and facilities of which shall be maintained by the Association.

5. Declarant and Association shall (i) have, and hereby reserve, the right to enter on and upon the Green Hill Cluster Easement Areas through the Lots at any time and at all times for the purpose of constructing, installing, repairing, replacing, altering, operating, maintaining, inspecting and reviewing the drainage facilities, improved alleyways and the clearing, grading and excavation of the Green Hill Cluster Easement Areas as may be reasonably necessary for such purposes, and (ii) promptly repair any damage to the Lots incurred in connection with the exercise of their rights hereby granted.

6. Green Hill Lot (Partial Yard) Designation.

6.1 Designation of the Subjected Property. Each Lot comprising the Subjected Property (except for Lot "CA-1") is hereby designated as a "Green Hill Lot (Partial Yard)" in the Green Hill Cluster. "Landscaped Areas (Partial Yard)" shall mean the Landscaped Areas (Partial Yard) of each Green Hill Lot (Partial Yard).

6.2 Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the lots, pieces or

parcels of real property comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

6.3 Additions to Existing Property. All or any portions of the Additional Land, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining may be added to the Green Hill Lots (Partial Yard) by Declarant, without the consent of the Owner(s), at such time as Declarant shall determine on or before the end of the Development Period, by recording an amendment to this Supplemental Declaration or a separate Supplemental Declaration.

6.4 Expenses Attributed to the Green Hill Lots (Partial Yard). In addition to the services rendered to all Lots (the cost of which is paid for by the General Assessments applicable to all Lots), the Association shall provide the following services (collectively, the "Partial Yard Services") for the benefit of the Green Hill Lots (Partial Yard) on an "as needed" basis (as determined by the Association's Board of Directors), the cost of which shall be funded by a "Green Hill (Partial Yard) Assessment" (hereinafter defined) to be assessed against each Green Hill Lot (Partial Yard):

(a) Mowing, edging and trimming of grass of the lawn portions of the Landscaped Areas (Partial Yard).

(b) Seeding and fertilizing once during the year, in the fall, of the lawn portions of the Landscaped Areas (Partial Yard).

(c) Trimming of shrubs and trees within the Landscaped Areas (Partial Yard).

(d) Maintenance of the Landscaped Areas (Partial Yard) to the same standard as the Residential Subassociation No. 1 Common Areas are maintained (including

replacement of plant materials as necessary and including, without limitation, deweeding and mulching); provided, however, only Declarant and/or Association installed plant materials will be replaced.

The "Green Hill (Partial Yard) Assessment" shall be assessed as a Services Assessment and include the amount deemed to be necessary by the Board of Directors of the Association to provide the Partial Yard Services in excess of those maintenance services, if any, provided to Lots that do not include Landscaped Areas (Partial Yard) or Landscaped Areas (Full Yard). General Assessments shall not be used for those purposes for which Green Hill (Partial Yard) Assessments shall be used.

As provided in Section 4.5 of the Declaration, in addition to the General Assessments, and Services Assessments, the Board of Directors of the Association may levy, in any assessment year, Special Assessments.

Except as otherwise provided in Section 4.6 (Exemption) of the Declaration, both Green Hill (Partial Yard) Assessments and Special Assessments with respect to matters to which Green Hill (Partial Yard) Assessments are to apply shall be fixed at a uniform rate for all Green Hill Lots (Partial Yard) within the Green Hill Cluster with Landscaped Areas (Partial Yard).

6.5 Association Responsibility. The Association shall perform the Partial Yard Services specified in Section 6.4 above with respect to the Green Hill Lots (Partial Yard). No individual or entity engaged by the Association for the performance of landscaping services, and no employees of any such individual or entity shall be subject to the direction or control of any Owner unless acting in an official capacity as an officer of the Association or as an authorized agent of the Board of Directors.

6.6 Commencement of Green Hill (Partial Yard) Assessment. The Green Hill (Partial Yard) Assessment shall commence as a Services Assessment as provided in Section 4.7 of the Declaration.

7. Party Walls. The rights and duties of the Owners with respect to party walls shall be as set forth in the Declaration.

8. Easements. The Subjected Property shall be subject to all easements and reservations set forth in the Declaration, which easements and reservations are hereby reserved and granted to Declarant, the Association and such other benefited parties referenced in the Declaration, and such easements and reservations are incorporated herein in their entirety by reference. There is hereby granted to the Association an exclusive easement over all of the Landscaped Areas (Partial Yard) for the performance of its obligations pursuant to Section 6 above, as may be deemed necessary or desirable by the Board of Directors or any committee to which such duties may be delegated. There shall be and is hereby reserved to the Declarant and its successors and assigns, a Power of Attorney with respect to the Subjected Property, to grant easements required by any governmental agency or authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all public improvement bonds and (ii) the earlier acceptance of all streets that have been designated to be dedicated to the municipality for public maintenance concerning the Subjected Property.

9. Duration. This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the

Declaration remains in full force and effect. Upon the express assignment of any specified portion or portions of the rights and obligations contained herein, Declarant shall automatically, without further act or deed, be released from any further liability or responsibility with respect to the rights and obligations expressly assigned to a third party.

10. Amendment. This Supplemental Declaration may be amended at any time by an instrument signed by the Class B Member, if any, and by the Owners of not fewer than seventy-five percent (75%) of the Green Hill Lots (Partial Yard). Notwithstanding the foregoing, no such amendment, may be made by such Owners which would have the effect of increasing the obligations, or reducing the rights and/or benefits, of the Association hereunder, without the approval of the Association and its joinder in such amendment. Any amendment must be recorded to become effective.

11. Run with Land. The easements, rights, privileges, obligations and agreements made, granted or assumed in this Declaration shall be binding upon, and shall inure to the benefit of, the Declarant and its successors (including successors in title) and assigns with respect to the Lots and certain other real property of Declarant as set forth hereinabove. All successors in title to all or any portion of the Lots, or that certain other real property of Declarant as set forth hereinabove, shall automatically be deemed by acceptance of title thereto to assume and be bound by all the terms, provisions, conditions and requirements set forth in this Declaration. The easements, covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

12. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provisions, which shall remain in full force and effect. If any provision of this Declaration, or portion thereof, or application thereof to any person or

circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby.

13. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the City of Williamsburg, Virginia, which shall have full force and effect on all property subject to the Supplemental Declaration.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

[Signature Page To The Supplemental Declaration Of Covenants, Conditions, Restrictions And
Reservation Of Easements Quarterpath Residential Subassociation No. 1
(Green Hill At Quarterpath Phase One)]

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be
executed as of the day and year first above written.

QUARTERPATH WILLIAMSBURG, LLC,
a Virginia limited liability company

By: _____
W. William Austin, Jr., a Manager

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

The foregoing instrument was acknowledged before me this the ____ day of _____, 2014, by W. William Austin, Jr., who is personally known to me, or who produced _____ as identification, as a Manager of Quarterpath Williamsburg, LLC, a Virginia limited liability, on its behalf.

Notary Public

My commission expires: _____.
Notary Registration Number: _____.
(Notary Seal)

EXHIBIT A

All those tracts or parcels of land lying and being in the City of Williamsburg, Virginia, and being shown and described as Lots "1" through "22", inclusive, Lots "83" through "98", inclusive, Lot "CA-1", "ALLEY 'B'", "ALLEY 'F'", "ALLEY 'G'" and "ALLEY 'I'", as shown on the plat entitled "PLAT OF SUBDIVISION VILLAGE GREEN NORTH TOWNHOMES AT QUARTERPATH PHASE ONE BEING THE PROPERTY OF QUARTERPATH WILLIAMSBURG, LLC" dated 6/12/14, prepared by AES Consulting Engineers and recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City (the "Clerk's Office") as Instrument No. 142454.

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 12-19-2014
at 12:59 ~~PM~~ PM. The taxes imposed by Virginia Code
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.

STATE TAX	LOCAL TAX	ADDITIONAL TAX
\$ _____	\$ _____	\$ _____

TESTE: BETSY B. WOOLRIDGE, CLERK
BY: Betsy B. Woolridge Clerk



OFFICIAL RECEIPT
WILLIAMSBURG/JAMES CITY COUNTY CIRCUIT
DEED RECEIPT

DATE: 12/19/14 TIME: 12:59:04 ACCOUNT: 830CLR142805 RECEIPT: 14000037680
CASHIER: RJG REG: WD19 TYPE: DEC PAYMENT: FULL PAYMENT
INSTRUMENT : 142805 BOOK: PAGE: RECORDED: 12/19/14 AT 12:59
GRANTOR: QUARTERPATH WILLIAMSBURG LLC EX: N LOC: CI
GRANTEE: QUARTERPATH WILLIAMSBURG LLC EX: N PCT: 100%
AND ADDRESS : N/A N/A, XX. 00000
RECEIVED OF : HIRSCHLER FLEISCHER
CHECK: \$35.00 3805
DESCRIPTION 1: INST 142804 QUARTERPATH RESIDENTIAL PAGES: 12 OP: 0
2: SUBASSOCIATION NO 1 NAMES: 0
CONSIDERATION: .00 A/VAL: .00 MAP:
PIN:
301 DEEDS 28.50 145 VSLF 1.50
106 TECHNOLOGY TRST FND 5.00
TENDERED : 35.00
AMOUNT PAID: 35.00
CHANGE AMT : .00

CLERK OF COURT: BETSY B. WOOLRIDGE

PAYOR'S COPY
RECEIPT COPY 1 OF 2

Insurance Dec Page
Quarterpath Residential Sub Association No. 1, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/09/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Williamsburg Insurance Agency LLC 4324 NEW TOWN AVE STE B2 WILLIAMSBURG VA 23188-2691	CONTACT NAME: PHONE (A/C. No. Ext):		FAX (A/C. No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: NATIONWIDE MUTUAL INSURANCE COMPANY			23787
INSURED QUARTERPATH RESIDENTIAL SUBASSOCIATION NO.1, INC. 1500 COMMONWEALTH AVE WILLIAMSBURG VA 23185-5229	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			ACP BPHM 3007412485	11/10/2015	11/10/2016	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input checked="" type="checkbox"/> Non-owned Auto						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY	\$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE	\$
	DED							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Chesapeake Bay Management 603 Pilot House Dr STE 300 Newport News VA 23606	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michele Overton <i>Michele Overton</i>
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Litigation
Quarterpath Residential Sub Association No. 1, Inc.



QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC.
Williamsburg Office: 287 McLaws Circle, Suite 1, Williamsburg, Virginia 23185
Newport News Office: 603 Pilot House Drive, Suite 300, Newport News, VA 23606
Phone: (757) 706-3019 / Fax: (757) 345-6532

PENDING LITIGATION

There is no pending litigation and there are no unpaid judgments against Quarterpath Residential Subassociation No. 1, Inc. at this time.

Regular Meeting Minutes
Quarterpath Residential Sub Association No. 1, Inc.

RESOLUTION
of the
Board of Directors
of
QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC.

(Association Complaint Procedures)

WHEREAS, the Code of Virginia, 1950, as amended (the Virginia Code), was amended by statute effective July 1, 2008, to create a Common Interest Community Board (CIC Board) and the Office of the Common Interest Ombudsman (CICO); and

WHEREAS, Section 55-530 E states the CIC Board “shall establish by regulation a requirement that each association shall establish reasonable procedures for the resolution of written complaints from the members of the association and other citizens”; and

WHEREAS, for the benefit and protection of the Association and of its individual Members, and with a goal of reducing and resolving conflicts among and/or between the Association and its Members, the Board of Directors deems it desirable to establish such procedures in accordance with the requirements of Sections 55-530 E and F; and

WHEREAS, the Board of Directors will provide notice of this policy to all current owners by mailing a copy of this Resolution to current owners and to all future owners by including the Resolution in the resale disclosure packet prepared pursuant to Section 55-509.5 of Virginia Code; and

WHEREAS, this Resolution shall remain in full force and effect until the CIC Board adopts any applicable regulations pursuant to Section 55-530 E or until amended by further resolution of the Board, whichever first occurs.

NOW THEREFORE, the Board of Directors of the ***Quarterpath Residential Subassociation No. 1, Inc.*** does hereby adopt this Resolution in order to adopt the following Association Complaint Procedures:

1. When any Association Member (Member or Complainant) observes or reasonably believes the Board of Directors (Board), the Association’s Common Interest Community Manager (Association Manager) or any individual Board Member has or is continuing to violate any law or regulation governing common interest communities, the Member shall have the right to acquire, complete and submit an Association Complaint Form in writing.

2. The written complaint (the "Complaint") shall be submitted in writing utilizing the Association Complaint Form attached hereto as Exhibit A, or with any form required by regulation duly promulgated by Virginia's CIC Board.
3. The Association Complaint Form shall be mailed to Quarterpath Residential Subassociation No. 1, Inc., ATTN: Dana Shotts-Neff, 603 Pilot House Drive, Suite 300, Newport News, VA 23606, by Fax to (757) 534-7765, or by email to dsneff@1cbm.com.
4. The Association shall provide written acknowledgment of receipt of the Complaint to the Complainant within seven (7) days of receipt. Such acknowledgment shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery.
5. Specific documentation that must be included with the Association complaint shall include, but not be limited to the following:
 - (a) The law or regulation governing common interest communities which the Complainant believes the Association is not adhering to or which is the essence of the complaint.
 - (b) To the extent the Complainant has knowledge of the law or regulation applicable to the complaint, the Complainant shall provide that reference.
 - (c) Copies of any relevant correspondence between the Association, Association manager, and/or the board of directors regarding the complaint contained in the form.
 - (d) Any other documentation which would assist the board in making a determination regarding the Complaint.
 - (e) The requested action or resolution desired by the Complainant.
6. If, upon receipt of the Association Complaint Form from the Complainant, the Association requires additional information in order to properly review and continue processing the complaint, the Association shall send notice of the requested additional information to the Complainant within seven (7) business days of receipt of the complaint. This notice shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided, or if consistent with established association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery. The Association shall request the information be provided within seven (7) business days of the notice that additional information is requested and shall advise the Complainant that if the requested information is not received within that timeframe, or a written request for additional time in which to provide the information is not received, the matter will be considered closed until a new complaint form containing the requested information is received.

7. Any Association Complaint Form fully completed and submitted to the Association's Manager shall be reviewed at the Board's next regularly scheduled Board Meeting, provided, however the Association Complaint Form must be submitted at least five (5) business days prior to the next scheduled regular Board Meeting to ensure review at that meeting. If the Association Complaint Form is received less than five (5) business days prior to the next regularly scheduled Board Meeting, the Association Complaint Form shall be reviewed at the next subsequent regular Board Meeting.
8. Notice of the date, time, and location that the matter will be considered shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided or, if consistent with established Association procedure, delivered by electronic means, provided the sender retains sufficient proof of the electronic delivery.
9. The Board shall review any Association Complaint Form received and shall, if necessary, consult with the Association's Attorney and/or any other vendor or professional providing services to the Association to provide as complete a review as possible to arrive at its decision.
10. The Board may, but shall not be required to, consult with the Member who submitted the Association Complaint Form to understand more fully the substance and/or basis of the Member's Complaint.
11. After the final determination is made, the written notice of final determination shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided or, if consistent with established Association procedure, delivered by electronic means, provided the sender retains sufficient proof of the electronic delivery, within seven (7) days.
12. The notice of final determination shall contain:
 - (a) The date of issuance
 - (b) Specific citations to applicable law or regulation governing common interest communities that led to the final determination
 - (c) The registration number of the Association
 - (d) The name and license number of the common interest community manager
 - (e) The following statement pursuant to Section 55-530 F:

"A complainant may give notice to the Common Interest Community Board of any final adverse decision in accordance with regulations promulgated by the Common Interest Community Board. The notice shall be filed within 30 days of the final adverse

decision, shall be in writing on forms prescribed by the Common Interest Community Board, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25 filing fee. The fee shall be collected by the Director and paid directly into the state treasury and credited to the Common Interest Community Management Information Fund, § 55-530.1. The Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the member. The Director shall provide a copy of the written notice to the association that made the final adverse decision.”

The contact information for the CICO follows:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233-1463
804-367-2941
email: cicombudsmanoffice@dpor.virginia.gov”

13. This association complaint procedure will be made readily available upon request to all members of the Association and citizens.
14. There is no appeal process with relation to a notice of adverse decision other than escalation to the Common Interest Community Board as described in 12(e) above.
15. This association complaint procedure shall be included as an attachment to the Association disclosure packet.
16. The Association Board shall amend and restate this Association Complaint Procedure Resolution each time the name, address, telephone number and email address of the Association Manager changes to remain compliant with Section 55-530 E of the Virginia Code.
17. Should any Member need assistance in understanding the Member’s rights and the processes available to common interest community Members, the Member may contact Virginia’s Office of the CICO for assistance. The CICO contact information as of the date of this policy follows:

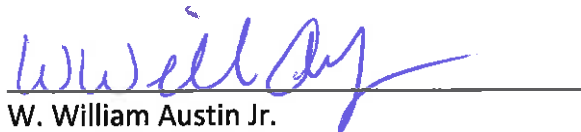
Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233-1463
804-367-2941
email: cicombudsmanoffice@dpor.virginia.gov

18. **Complainants Rights Description required by Section 55-530 E 2 of the Code of Virginia, 1950, as amended.** In accordance with Section 55-530 F of the Code of Virginia, as amended, a complainant may give notice to the Board of any final adverse decision in accordance with regulations promulgated by the Board. The notice shall be filed within 30 days of the final adverse decision, shall be in writing on forms prescribed by the Board, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25 filing fee. The fee shall be collected by the Director and paid directly into the state treasury and credited to the Common Interest Community Management Information Fund, § 55-530.1. The Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the member. The Director shall provide a copy of the written notice to the association that made the final adverse decision.

19. The Association Complaint Form, all attachments thereto and a copy of the Complaint Response correspondence (Complaint File) shall be retained by the Association for not less than one (1) year after the Board renders a decision on the Complaint. The Complaint File shall be eligible for review and duplication solely by the Association's Board of Directors, the Association Manager and the Complainant(s) who submitted the original Complaint Form, provided however, the Complaint File shall be produced upon order of an appropriate judicial or administrative body having jurisdiction over the Association.

IN WITNESS WHEREOF the Board of Directors of the *Quarterpath Residential Subassociation No. 1, Inc.* has set their hands on this 18th day of November 2015.

DIRECTORS:


W. William Austin Jr.


Diana L. LoVecchio


Tracey K. Dowling

Exhibit A

**QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1., INC.
COMPLAINT FORM**

This Form is available to all Association Owners as required by Section 55-530.E of the Code of Virginia, 1950, as amended (Virginia Code). Please complete and return this Form to the Association's Manager at least five (5) days prior to the next scheduled regular Board of Directors Meeting to ensure review at that meeting. The Board will provide a written response to any submitted Association Complaint Form within seven (7) days of the Board Meeting during which the complaint is reviewed.

Member "Complainant" Name (Printed): _____

Member "Complainant" Name (Signature): _____

Address: _____

Date: _____

Please outline and/or address your specific complaint and attach to this Form. The following documents must be included in order to ensure processing of this form in a timely manner:

- The Common Interest Community law or regulation which the Complainant believes the association is not adhering to.
- To the extent the Complainant has knowledge of the law or regulation applicable to the complaint, the Complainant shall provide that reference.
- Copies of any relevant correspondence between the association, association manager, and/or the board of directors regarding the complaint contained in the form.
- Any other documentation which would assist the board in making a determination regarding the complaint.
- The requested action or resolution desired by the Complainant.

Forward the completed Association Complaint Form and all attachments to:

Quarterpath Residential Subassociation No. 1, Inc.

ATTN: Dana Shotts-Neff
603 Pilot House Drive, Suite 300
Newport News, VA 23606
(757) 534-7751 Phone
(757) 534-7765 Fax
e-mail: dsneff@1cbm.com

Should you need assistance in understanding your rights and the processes available to common interest community Members, you may contact Virginia's Office of the Common Interest Community Ombudsman (CICO) for assistance. The CICO may be reached:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233-1463
804-367-2941
email: cicombudsmanoffice@dpor.virginia.gov

This Block for Association Use Only:

Date Complaint Received by the Association's Manager: _____

Printed Name of Association Manager who received Complaint:

Signature of Association Manager to certify Date of Complaint Received:

Date Complaint Reviewed by the Board of Directors: _____

Date Complaint Response forwarded to Complainant: _____

Printed Name of Person who prepared Response:

Signature of Person who prepared Response:

Please attach a copy of the Response to this Association Complaint Form.

Complainant's Rights Description required by Section 55-530-E.2 of the Virginia Code

In accordance with Section 55-530.F of the Code of Virginia, as amended, an Association Complainant may give notice to Virginia's Common Interest Community Board (The Board) of any final adverse decision in accordance with regulations promulgated by the Board. The notice shall be filed within 30 days of the final adverse decision, shall be in writing on forms prescribed by the Board, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25.00 filing fee. The fee shall be collected by the Director of Professional and Occupational Regulation and paid directly into the state treasury and credited to the Common Interest Community Management Information Fund, § 55-530.1. The Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the member. The Director shall provide a copy of the written notice to the Association that made the final matter adverse decision.

**UNANIMOUS CONSENT IN LIEU OF SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC.**

The undersigned, being all of the members of the Board of Directors of QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC., a Virginia nonstock corporation (the "Corporation"), acting pursuant to §13.1-865 of the Code of Virginia (1950), as amended, hereby waive the calling and holding of a meeting of the Board of Directors of the Corporation (the "Board of Directors") and approve the following resolutions and the actions contemplated therein by unanimous vote of all of the members of the Board of Directors and direct that the same be filed with the records of the Corporation.

WHEREAS, the Board of Directors has been presented with the 2016 Budget (the "2016 Budget"); and

WHEREAS, the Board of Directors has reviewed the 2016 Budget and deem it to be in the best interest of the Corporation to approve the 2016 Budget.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors hereby approves the 2016 Budget, dated 11/10/2015, a copy of which is attached hereto as Exhibit A.

This Consent may be executed in multiple counterparts, which, when taken together shall constitute an original Consent. Execution may be by facsimile, pdf or electronic signature which shall have the same effect as an original signature.

Effective Date: Nov 18, 2015

DIRECTORS:

W. William Austin Jr.
W. William Austin Jr.

Diana L. LoVecchio
Diana L. LoVecchio

Tracey K. Dowling
Tracey K. Dowling

DATE OF EXECUTION:

11/17, 2015

11/18, 2015

11/11, 2015

Exhibit A

(Attach 2016 Budget)

11/10/2015 **QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC.**
INITIAL BUDGET - 2016

INCOME	2016 Proposed	Notes
Annual General Assessment	\$6,840.00	per unit)
Services Assessment - Full Yard		
Services Assessment - Partial Yard	\$10,260.00	unit)
Late Fees	\$30.00	Anticipated late fees (5% per the documents)
Capitalization Fees	\$5,040.00	property sale. 36 closings anticipated in 2016.
Attorney Fees - Owner Collections	\$0.00	
Declarant Subsidy	\$32,588.00	
Interest on Delinquent Accounts	\$0.00	
Operating Interest Income	\$10.00	
Reserve Interest Income	\$25.00	
Total Income	\$54,793.00	
 EXPENSES		
<u>General & Administrative:</u>		
Audit & Tax Preparation	\$2,500.00	returns
Board & Annual Meeting Room Expense	\$50.00	Anticipated annual meeting room rental expense
Bank Charges/Coupon Printing	\$500.00	printing expenses, etc.
Attorney Fees	\$1,000.00	Registered agent fee and legal expenses
SCC/DPOR Annual Filing Fees	\$125.00	SCC/DPOR annual filing fee
		First two months at six-month set up fee; \$500.00 per month thereafter until a total of 56 units are occupied and
Management & Accounting Fees	\$6,633.00	\$9.00 per month, per unit thereafter
Replacement Reserve Study	\$4,200.00	Required Level I Reserve Study
File Storage Fee	\$75.00	administrative files
Printing & Reproduction	\$100.00	Estimate based on similar size/type property
Postage & Mail	\$100.00	Estimate based on similar size/type property
Office Supplies & Expenses	\$75.00	Estimate based on similar size/type property
Federal Income Tax	\$0.00	Estimate based on similar size/type property
State & Local Income Tax	\$0.00	Estimate based on similar size/type property
Miscellaneous Gen. & Admin.	\$500.00	Unanticipated/unbudgeted items
Total General & Administrative:	\$15,858.00	
 <u>Contract Services</u>		
Common Area Landscaping	\$10,000.00	Landscape maintenance contract for common areas
Irrigation Contract & Repairs	\$4,000.00	Irrigation start up & shut down and repairs
Landscape Extras	\$500.00	debris removal
Trash Removal	\$0.00	Assumes city trash collection services
Total Landscaping Services:	\$14,500.00	
 <u>Insurance</u>		
Insurance (all)	\$2,800.00	Dishonesty, and Property & Liability Insurance
Total Insurance:	\$2,800.00	
 <u>Maintenance</u>		

11/10/2015 QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC.
INITIAL BUDGET - 2016

General Building Maintenance	\$500.00	first year
Alley Maintenance & Repairs	\$500.00	Minimal maintenance of new alleys in first year
Sign Maintenance	\$250.00	Minimal maintenance required in first year
Fence Maintenance	\$250.00	Minimal maintenance required in first year
Snow Plowing & Shovelling	\$2,500.00	Snow and ice treatment for common alleyways
Electrical Repairs & Maintenance	\$800.00	Minimal maintenance required in first year
Miscellaneous Maintenance	\$1,200.00	Unanticipated/unbudgeted items
Total Maintenance:	\$6,000.00	
<u>Utilities</u>		
Water	\$3,600.00	
Electricity	\$4,500.00	
Total Utilities:	\$8,100.00	
<u>Cluster Expenses (Service Areas)</u>		
Partial Yard Landscape Maintenance	\$20,000.00	
Full Yard Landscape Maintenance		
Irrigation	\$6,000.00	
Plant Replacement & Improvement	\$100.00	Minimal replacement anticipated in the first year
Total Cluster Expenses:		
<u>Reserve Contributions:</u>		
General Operating Reserve	\$2,500.00	unanticipated budget overruns
General Op Reserve Interest	\$10.00	Interest earned on operating reserve account
Replacement Reserves	\$5,000.00	Initial funding pending completion of reserve study
Replacement Reserve Interest	\$25.00	Interest earned on replacement reserve account
Total Reserve Contributions:	\$7,535.00	
Total Expenses:	\$54,793.00	
Net Income/(Expense):	\$0.00	

**UNANIMOUS CONSENT IN LIEU OF SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC.**

The undersigned, being all of the members of the Board of Directors of QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC., a Virginia nonstock corporation (the "Corporation"), acting pursuant to §13.1-865 of the Code of Virginia (1950), as amended, hereby waive the calling and holding of a meeting of the Board of Directors of the Corporation (the "Board of Directors") and approve the following resolutions and the actions contemplated therein by unanimous vote of all of the members of the Board of Directors and direct that the same be filed with the records of the Corporation.

WHEREAS, the Corporation has entered into a Management Agreement (the "Management Agreement"), dated August 21, 2015, with Chesapeake Bay Management, Inc. ("CBM") for CBM to provide services to the Corporation as stated in the Management Agreement; and

WHEREAS, pursuant to Section 4.2(f) of the Corporation's Bylaws, dated December 18, 2014, the Board of Directors has a duty to procure and maintain liability, casualty and other insurance; and

WHEREAS, the Corporation wishes to secure insurance coverage for the Corporation as recommended by CBM.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors hereby authorize CBM to obtain insurance coverage as provided for in the Nationwide Commercial Insurance Proposal, dated October 8, 2015, a copy of which is attached hereto as **Exhibit A**.


This Consent may be executed in multiple counterparts, which, when taken together shall constitute an original Consent. Execution may be by facsimile, pdf or electronic signature which shall have the same effect as an original signature.

Date: November 4, 2015.

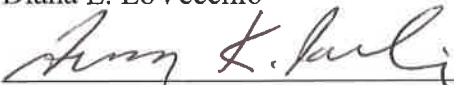
BOARD MEMBERS:



W. William Austin, Jr.



Diana L. LoVecchio



Tracey K. Dowling

Exhibit A
(Attach Insurance Proposal)

NATIONWIDE

Commercial Insurance Proposal

Prepared for

**Quarterpath Residential Subassociation No.1,
Inc.
603 Pilot House Dr Ste 300
Newport News, VA 23606 - 1904**

Prepared by

**Williamsburg Insurance Agency LLC
State Producer License Number 510276
4324 NEW TOWN AVE
WILLIAMSBURG, VA 23188 - 2691
(757) 476-5816**

Date Prepared

October 08, 2015





Quarterpath Residential Subassociation No.1, Inc.

Commercial Insurance Proposal

Quote Number: ACP 3007412485

Effective: 10/12/2015 to 10/12/2016

Nationwide Insurance

Nationwide Mutual, along with its subsidiaries and affiliates (collectively referred to as "Nationwide"), is one of the largest insurance and financial services companies in the world. Nationwide is rated "A+" (Strong) with stable outlook by Standards and Poor's Rating Service, a division of The McGraw-Hill Companies, Inc. ("S&P"), "Aa3" (Excellent) with stable outlook by Moody's Investor Service, Inc. ("Moody's"), and A+ (Superior) with a stable outlook by A.M. Best Company.

Nationwide offers a Loss Control program that can assist you with reducing loss exposures and work toward eliminating current and potential hazards that could lead to costly losses. Our Loss Control Department offers training materials to help ensure that you and your employees are aware of safety concerns. In the event that a claim occurs, Nationwide backs its quality commercial lines products with excellent claims service.



Quarterpath Residential Subassociation No.1, Inc.

Commercial Insurance Proposal

Quote Number: ACP 3007412485

Effective: 10/12/2015 to 10/12/2016

Premier Businessowners

Policy 1 : BPHM
States of Operation: Virginia
Primary Operations State: Virginia

Total Policy Premium \$ 643.00

Premium for Certified Acts of Terrorism

\$ 0.00

Coverage	Limit	Deductible	Premium
Liability and Medical Payments - Per Occurrence	\$ 1,000,000		\$ 39.00
General Aggregate - Other than Products - Completed Operations	\$ 2,000,000		Included
Products - Completed Operations Aggregate	\$ 2,000,000		Included
Personal and Advertising Injury - Per Person or Organization	\$ 1,000,000		Included
Tenants Property Damage Legal Liability Sublimit - Per Covered Loss	\$ 300,000		Included
Medical Payments Sublimit - Per Person	\$ 5,000		Included

Policywide Options	Limit	Deductible	Rating Basis	Exposure	Premium
Business Income					
Actual Loss Sustained	12 Months				Included
Waiting Period		0 Hours			Included
Ordinary Payroll	60 Days				Included
Extended Business Income	60 Days				Included
Extra Expense					
Actual Loss Sustained	12 Months				Included
Waiting Period		0 Hours			Included
Directors and Officers Liability With Non-Monetary Relief			Units	7	\$ 180.00
Claims Made Date: 10/12/2015					
Employee Benefits Liability			Employees	3	\$ 260.00
Claims Made Date: 10/12/2015					
Hired Auto					\$ 51.00
Limitation of Coverage to Designated Premises					Included
Non-Owned Auto			Employees	3	\$ 94.00



Quarterpath Residential Subassociation No.1, Inc.

Commercial Insurance Proposal

Quote Number: ACP 3007412485

Effective: 10/12/2015 to 10/12/2016

Premier Businessowners

Schedule

Location 1-1

1500 Commonwealth Ave
Williamsburg, VA 23185 - 5229

City Williamsburg County
Territory 005
ISO Territory 005
Protection Class 04

General Information

Program	Habitational (BPHM)
Class Code	12777
Class Description	Homeowners Associations
Original Year Built	2014
Occupancy Certified Year	2014
Building Construction	Frame
Percentage of Masonry Veneer	0%
Property Description	Residential HOA
Number of Stories	
Number of Residential Units	7
Total Area (Sq Ft)	1,000
Building Code Effectiveness Grade	02
BCEG Individually Graded	No

Coverage

	Limit	Deductible	Premium
Business Personal Property	\$ 1,000	\$ 1,000	\$ 19.00
Business Income		None	Included
Equipment Breakdown	Included	\$ 1,000	Included

Increased Limits Coverage Options

	Total Limit	Rating Basis	Exposure	Premium
Accounts Receivable (\$25,000 provided)	\$ 25,000			Included
Back Up of Sewer or Drain Water Damage (\$5,000 provided per building)				Included
Limit Per Building	\$ 5,000			
Limit Per Policy	\$ 25,000			
Building Property of Others (\$10,000 provided)	\$ 10,000			Included
Electronic Data (\$10,000 provided)	\$ 10,000			Included
Forgery and Alteration (\$10,000 provided)	\$ 10,000			Included
Interruption of Computer Operations (\$10,000 provided)	\$ 10,000			Included
Money and Securities				
Inside Premises (\$10,000 provided)	\$ 10,000			Included
Outside Premises (\$10,000 provided)	\$ 10,000			Included
Outdoor Signs - Detached (\$2,500 provided)	\$ 2,500			Included
Outdoor Trees, Shrubs, Plants and Lawns (\$10,000 provided)	\$ 10,000			Included
Personal Property off Premises				
Property in Transit (\$15,000 provided)	\$ 15,000			Included
Property Temporarily Away from Described Premises (\$15,000 provided)	\$ 15,000			Included
Valuable Papers and Records (\$25,000 provided)	\$ 25,000			Included

Other Coverage Options

	Total Limit	Rating Basis	Exposure	Premium
Additional Insureds				Included
Controlling Interest		Number	2	
Managers or Lessors of Leased Premises		Number	1	
Co-owner of Insured Premises		Number	1	

Location 1-1 Total Premium \$ 19.00



Williamsburg Insurance Agency LLC
(757) 476-5816

Quarterpath Residential Subassociation No.1, Inc.

Commercial Insurance Proposal

Quote Number: ACP 3007412485

Effective: 10/12/2015 to 10/12/2016

Premier Businessowners



Quarterpath Residential Subassociation No.1, Inc.

Commercial Insurance Proposal

Quote Number: ACP 3007412485

Effective: 10/12/2015 to 10/12/2016

Account Summary

Nationwide Insurance would like to thank you for giving us the opportunity of providing you with a quotation for your Commercial insurance needs. Through the information provided from your insurance professional, Nationwide Insurance has developed your Commercial Portfolio. This Portfolio contains the following coverages at the premiums shown below:

Coverage Type	Policy Prefix	Company	Premium
Premier Businessowners	BPHM	Nationwide Mutual Insurance Company	\$ 643.00
Total Premium:			\$ 643.00

Nationwide Insurance offers flexible payment plans to meet your needs.

Payment Plan	Down Payment Needed To Issue	Additional Installments
Monthly - 12 pay plan	1/6 of the policy premium (\$107.00)	10
Monthly - 9 pay plan	25% of the policy premium (\$161.00)	8
Quarterly - 4 pay plan	25% of the policy premium (\$161.00)	3
Semi-Annually - 2 pay plan	50% of the policy premium (\$322.00)	1
Annual - 1 (full) pay plan	100% of the policy premium (\$643.00)	0

Note that in states where required by law, the down payment will include the full amount of all taxes, surcharges, and fees.

Nationwide Insurance also offers you the flexibility of paying for your insurance installments using your American Express®, Visa® or MasterCard®, or with monthly electronic funds transferred from the bank account you designate.

Attention Agent:
Please send customer down payment to the following address:

**Nationwide Insurance
Mid-Atlantic Region
One Nationwide Gateway Dept 5425
Des Moines, IA 50391-5425**

Quarterpath Residential Subassociation No.1, Inc.*Commercial Insurance Proposal*

Quote Number: ACP 3007412485

Effective: 10/12/2015 to 10/12/2016

Issuance Conditions

Coverage is not bound and no coverage will be provided by this quotation. This insurance quote is not a part of the insurance policy. Issuance of this proposal is subject to completed applications and company approval. If there is any discrepancy in the coverages shown in this quote and that of the actual policy issued, the policy coverages will prevail.

Any changes to the information submitted, made for any reason, including but not limited to underwriting actions, loss control, verification and validation of information or changes initiated at the time of submission, may result in a change in the final premium offered. The premiums quoted are subject to underwriting and may change at policy issuance if revisions are made. Revisions that may impact premium include:

- ◆ **Business operations**
- ◆ **Claim history**
- ◆ **Legal entity type**
- ◆ **Lines of business quoted**
- ◆ **Number and type of vehicles**
- ◆ **Number of drivers**
- ◆ **Driver characteristics**
- ◆ **Motor vehicle violations**

Issuance is also subject to the conditions listed below:

- ◆ **Underwriting Review and Approval**
- ◆ **Acceptable Inspection of Operations**
- ◆ **Favorable Loss Runs**

Thank you for choosing Nationwide Insurance for your Commercial Insurance needs.

Quarterpath Residential Subassociation No.1, Inc.*Commercial Insurance Proposal*

Quote Number: ACP 3007412485

Effective: 10/12/2015 to 10/12/2016

**NOTICE OF TERRORISM INSURANCE COVERAGE
NOTICE - DISCLOSURE OF PREMIUM****Applies to all Commercial Policies, except for Farmowners Multiperil, Business Auto, Crime,
and Workers Compensation****(This disclosure notice does not provide coverage, and it does not replace any provisions of your policy.
You should read your policy for complete information on the coverages you are provided. If there is any
conflict between the policy and this notice, the provisions of the policy shall prevail.)**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government pays the following percentage of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

- 85%, for insured losses occurring before January 1, 2016;
- 84%, for insured losses occurring during the 2016 calendar year;
- 83%, for insured losses occurring during the 2017 calendar year;
- 82%, for insured losses occurring during the 2018 calendar year;
- 81%, for insured losses occurring during the 2019 calendar year; and
- 80%, for insured losses occurring on or after January 1, 2020.

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurer's liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0, and does not include any charges for that portion of losses covered by the United States Government under the Act.

**UNANIMOUS CONSENT IN LIEU OF SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC.**

The undersigned, being all of the members of the Board of Directors of QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC., a Virginia non-stock member corporation (the "Corporation"), acting pursuant to §13.1-865 of the Code of Virginia (1950), as amended, hereby waive the calling and holding of a meeting of the Board of Directors of the Corporation and approve the following resolutions and the actions contemplated therein by unanimous vote of all of the members of the Board of Directors of the Corporation, and direct that the same be filed with the records of the Corporation.

WHEREAS, Molly E. Trant resigned as a Director and President of the Corporation effective August 17, 2015,

WHEREAS, by Designation of Declarant of Quarterpath Residential Subassociation No. 1, Inc., W. William Austin, Jr. has been appointed to serve as a member of the Board of Directors of the Corporation, and

WHEREAS, in accordance with the authority to appoint officers vested in the Board of Directors under Section 4.3 of the Bylaws of the Corporation, the Board of Directors desires to name a replacement for Molly E. Trant as President of the Corporation.

NOW, THEREFORE BE IT RESOLVED, that W. William Austin, Jr. is hereby appointed as President of the Corporation to serve until his successor is appointed or elected as provided in the Corporation's Bylaws.

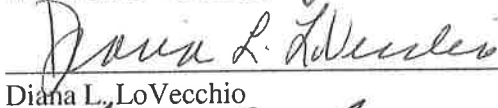
This Consent may be executed in multiple counterparts, which, when taken together shall constitute an original Consent.

Effective Date: August 17, 2015

DIRECTORS:



W. William Austin Jr.



Diana L. LoVecchio



Tracey K. Dowling

DATE OF EXECUTION:

8/21, 2015

8/21, 2015

8/21, 2015

**DESIGNATION OF DECLARANT OF
QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC.**

Pursuant to Section 13.1-841 of the Code of Virginia, 1950, as amended, the undersigned, being the Declarant of Quarterpath Residential Subassociation No. 1, Inc., a Virginia nonstock member corporation (the "Association"), does hereby authorize, approve and consent to the adoption of the following resolutions and the actions contemplated therein, without meeting:

WHEREAS, Quarterpath Williamsburg, LLC (the "Declarant"), in accordance with the authority vested in the Declarant under Section 3.3(a) of the Bylaws of the Association (the "Bylaws"), has sole and full authority to appoint members of the Board of Directors of the Association during the Period of Declarant Control (as defined in the Bylaws).

NOW, THEREFORE, BE IT RESOLVED that the Declarant has appointed W. William Austin, Jr. to serve as a member of the Board of Directors of the Association.

Effective Date: August 17, 2015

DECLARANT:

DATE OF EXECUTION:

QUARTERPATH WILLIAMSBURG, LLC

By: 

8/21, 2015

Name: W. William Austin, Jr.

Title: Manager

RESIGNATION

The undersigned, a member of the Board of Directors and the President of Quarterpath Residential Subassociation No. 1, Inc., hereby resigns as a member of the Board of Directors and as President effective August 17, 2015.


Molly E. Trant

Dated: August 21, 2015

Resolutions & Policies
Quarterpath Residential Sub Association No. 1, Inc.

RESOLUTION
of the
Board of Directors
of
QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC.

(Association Complaint Procedures)

WHEREAS, the Code of Virginia, 1950, as amended (the Virginia Code), was amended by statute effective July 1, 2008, to create a Common Interest Community Board (CIC Board) and the Office of the Common Interest Ombudsman (CICO); and

WHEREAS, Section 55-530 E states the CIC Board “shall establish by regulation a requirement that each association shall establish reasonable procedures for the resolution of written complaints from the members of the association and other citizens”; and

WHEREAS, for the benefit and protection of the Association and of its individual Members, and with a goal of reducing and resolving conflicts among and/or between the Association and its Members, the Board of Directors deems it desirable to establish such procedures in accordance with the requirements of Sections 55-530 E and F; and

WHEREAS, the Board of Directors will provide notice of this policy to all current owners by mailing a copy of this Resolution to current owners and to all future owners by including the Resolution in the resale disclosure packet prepared pursuant to Section 55-509.5 of Virginia Code; and

WHEREAS, this Resolution shall remain in full force and effect until the CIC Board adopts any applicable regulations pursuant to Section 55-530 E or until amended by further resolution of the Board, whichever first occurs.

NOW THEREFORE, the Board of Directors of the ***Quarterpath Residential Subassociation No. 1, Inc.*** does hereby adopt this Resolution in order to adopt the following Association Complaint Procedures:

1. When any Association Member (Member or Complainant) observes or reasonably believes the Board of Directors (Board), the Association’s Common Interest Community Manager (Association Manager) or any individual Board Member has or is continuing to violate any law or regulation governing common interest communities, the Member shall have the right to acquire, complete and submit an Association Complaint Form in writing.

2. The written complaint (the "Complaint") shall be submitted in writing utilizing the Association Complaint Form attached hereto as Exhibit A, or with any form required by regulation duly promulgated by Virginia's CIC Board.
3. The Association Complaint Form shall be mailed to Quarterpath Residential Subassociation No. 1, Inc., ATTN: Dana Shotts-Neff, 603 Pilot House Drive, Suite 300, Newport News, VA 23606, by Fax to (757) 534-7765, or by email to dsneff@1cbm.com.
4. The Association shall provide written acknowledgment of receipt of the Complaint to the Complainant within seven (7) days of receipt. Such acknowledgment shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery.
5. Specific documentation that must be included with the Association complaint shall include, but not be limited to the following:
 - (a) The law or regulation governing common interest communities which the Complainant believes the Association is not adhering to or which is the essence of the complaint.
 - (b) To the extent the Complainant has knowledge of the law or regulation applicable to the complaint, the Complainant shall provide that reference.
 - (c) Copies of any relevant correspondence between the Association, Association manager, and/or the board of directors regarding the complaint contained in the form.
 - (d) Any other documentation which would assist the board in making a determination regarding the Complaint.
 - (e) The requested action or resolution desired by the Complainant.
6. If, upon receipt of the Association Complaint Form from the Complainant, the Association requires additional information in order to properly review and continue processing the complaint, the Association shall send notice of the requested additional information to the Complainant within seven (7) business days of receipt of the complaint. This notice shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided, or if consistent with established association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery. The Association shall request the information be provided within seven (7) business days of the notice that additional information is requested and shall advise the Complainant that if the requested information is not received within that timeframe, or a written request for additional time in which to provide the information is not received, the matter will be considered closed until a new complaint form containing the requested information is received.

7. Any Association Complaint Form fully completed and submitted to the Association's Manager shall be reviewed at the Board's next regularly scheduled Board Meeting, provided, however the Association Complaint Form must be submitted at least five (5) business days prior to the next scheduled regular Board Meeting to ensure review at that meeting. If the Association Complaint Form is received less than five (5) business days prior to the next regularly scheduled Board Meeting, the Association Complaint Form shall be reviewed at the next subsequent regular Board Meeting.
8. Notice of the date, time, and location that the matter will be considered shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided or, if consistent with established Association procedure, delivered by electronic means, provided the sender retains sufficient proof of the electronic delivery.
9. The Board shall review any Association Complaint Form received and shall, if necessary, consult with the Association's Attorney and/or any other vendor or professional providing services to the Association to provide as complete a review as possible to arrive at its decision.
10. The Board may, but shall not be required to, consult with the Member who submitted the Association Complaint Form to understand more fully the substance and/or basis of the Member's Complaint.
11. After the final determination is made, the written notice of final determination shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided or, if consistent with established Association procedure, delivered by electronic means, provided the sender retains sufficient proof of the electronic delivery, within seven (7) days.
12. The notice of final determination shall contain:
 - (a) The date of issuance
 - (b) Specific citations to applicable law or regulation governing common interest communities that led to the final determination
 - (c) The registration number of the Association
 - (d) The name and license number of the common interest community manager
 - (e) The following statement pursuant to Section 55-530 F:

"A complainant may give notice to the Common Interest Community Board of any final adverse decision in accordance with regulations promulgated by the Common Interest Community Board. The notice shall be filed within 30 days of the final adverse

decision, shall be in writing on forms prescribed by the Common Interest Community Board, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25 filing fee. The fee shall be collected by the Director and paid directly into the state treasury and credited to the Common Interest Community Management Information Fund, § 55-530.1. The Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the member. The Director shall provide a copy of the written notice to the association that made the final adverse decision.”

The contact information for the CICO follows:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233-1463
804-367-2941
email: cicombudsmanoffice@dpor.virginia.gov”

13. This association complaint procedure will be made readily available upon request to all members of the Association and citizens.
14. There is no appeal process with relation to a notice of adverse decision other than escalation to the Common Interest Community Board as described in 12(e) above.
15. This association complaint procedure shall be included as an attachment to the Association disclosure packet.
16. The Association Board shall amend and restate this Association Complaint Procedure Resolution each time the name, address, telephone number and email address of the Association Manager changes to remain compliant with Section 55-530 E of the Virginia Code.
17. Should any Member need assistance in understanding the Member’s rights and the processes available to common interest community Members, the Member may contact Virginia’s Office of the CICO for assistance. The CICO contact information as of the date of this policy follows:

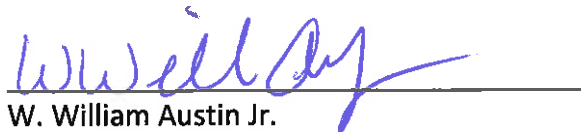
Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233-1463
804-367-2941
email: cicombudsmanoffice@dpor.virginia.gov

18. **Complainants Rights Description required by Section 55-530 E 2 of the Code of Virginia, 1950, as amended.** In accordance with Section 55-530 F of the Code of Virginia, as amended, a complainant may give notice to the Board of any final adverse decision in accordance with regulations promulgated by the Board. The notice shall be filed within 30 days of the final adverse decision, shall be in writing on forms prescribed by the Board, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25 filing fee. The fee shall be collected by the Director and paid directly into the state treasury and credited to the Common Interest Community Management Information Fund, § 55-530.1. The Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the member. The Director shall provide a copy of the written notice to the association that made the final adverse decision.

19. The Association Complaint Form, all attachments thereto and a copy of the Complaint Response correspondence (Complaint File) shall be retained by the Association for not less than one (1) year after the Board renders a decision on the Complaint. The Complaint File shall be eligible for review and duplication solely by the Association's Board of Directors, the Association Manager and the Complainant(s) who submitted the original Complaint Form, provided however, the Complaint File shall be produced upon order of an appropriate judicial or administrative body having jurisdiction over the Association.

IN WITNESS WHEREOF the Board of Directors of the *Quarterpath Residential Subassociation No. 1, Inc.* has set their hands on this 18th day of November 2015.

DIRECTORS:


W. William Austin Jr.


Diana L. LoVecchio


Tracey K. Dowling

Exhibit A

**QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1., INC.
COMPLAINT FORM**

This Form is available to all Association Owners as required by Section 55-530.E of the Code of Virginia, 1950, as amended (Virginia Code). Please complete and return this Form to the Association's Manager at least five (5) days prior to the next scheduled regular Board of Directors Meeting to ensure review at that meeting. The Board will provide a written response to any submitted Association Complaint Form within seven (7) days of the Board Meeting during which the complaint is reviewed.

Member "Complainant" Name (Printed): _____

Member "Complainant" Name (Signature): _____

Address: _____

Date: _____

Please outline and/or address your specific complaint and attach to this Form. The following documents must be included in order to ensure processing of this form in a timely manner:

- The Common Interest Community law or regulation which the Complainant believes the association is not adhering to.
- To the extent the Complainant has knowledge of the law or regulation applicable to the complaint, the Complainant shall provide that reference.
- Copies of any relevant correspondence between the association, association manager, and/or the board of directors regarding the complaint contained in the form.
- Any other documentation which would assist the board in making a determination regarding the complaint.
- The requested action or resolution desired by the Complainant.

Forward the completed Association Complaint Form and all attachments to:

Quarterpath Residential Subassociation No. 1, Inc.

ATTN: Dana Shotts-Neff
603 Pilot House Drive, Suite 300
Newport News, VA 23606
(757) 534-7751 Phone
(757) 534-7765 Fax
e-mail: dsneff@1cbm.com

Should you need assistance in understanding your rights and the processes available to common interest community Members, you may contact Virginia's Office of the Common Interest Community Ombudsman (CICO) for assistance. The CICO may be reached:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233-1463
804-367-2941
email: cicombudsmanoffice@dpor.virginia.gov

This Block for Association Use Only:

Date Complaint Received by the Association's Manager: _____

Printed Name of Association Manager who received Complaint:

Signature of Association Manager to certify Date of Complaint Received:

Date Complaint Reviewed by the Board of Directors: _____

Date Complaint Response forwarded to Complainant: _____

Printed Name of Person who prepared Response:

Signature of Person who prepared Response:

Please attach a copy of the Response to this Association Complaint Form.

Complainant's Rights Description required by Section 55-530-E.2 of the Virginia Code

In accordance with Section 55-530.F of the Code of Virginia, as amended, an Association Complainant may give notice to Virginia's Common Interest Community Board (The Board) of any final adverse decision in accordance with regulations promulgated by the Board. The notice shall be filed within 30 days of the final adverse decision, shall be in writing on forms prescribed by the Board, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25.00 filing fee. The fee shall be collected by the Director of Professional and Occupational Regulation and paid directly into the state treasury and credited to the Common Interest Community Management Information Fund, § 55-530.1. The Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the member. The Director shall provide a copy of the written notice to the Association that made the final matter adverse decision.

Rules and Regulations
Quarterpath Residential Sub Association No. 1, Inc.

**QUARTERPATH RESIDENTIAL
SUBASSOCIATION NO. 1, INC.**

RULES AND REGULATIONS

FOR GREEN HILL CLUSTER

May 1, 2015

QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC.

RULES AND REGULATIONS

FOR GREEN HILL CLUSTER

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SECTION I INTRODUCTION

1. **Authority.** Subsection 6.16 of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Quarterpath Residential Subassociation No. 1, as supplemented (the "Declaration"), dated December 18, 2014, recorded in the Clerk's Office of the Circuit Court for the County of James City and City of Williamsburg, Virginia as Instrument No. 142804, provides that the Board of Directors (the "Board") of Quarterpath Residential Subassociation No. 1, Inc. (the "Association") may adopt general rules, including, but not limited to rules to regulate potential problems relating to the use of the Property, as defined in the Declaration, and the well-being of Members and Residents, as both are defined in the Declaration, and that such rules and any subsequent amendments thereto shall be binding on all Members and Residents of the Property, except where expressly provided otherwise in such rule. By resolution effective June 1, 2015, the Board adopted the following rules and regulations governing the Green Hill Cluster of the Property (the "Green Hill Neighborhood") which rules and regulations are set forth below (the "Rules").

2. **Governing Documents.** The Rules should be considered with the Master Declaration of Covenants, Easements and Restrictions for Quarterpath at Williamsburg (Mixed-Use) (the "Master Declaration"), the Declaration, Supplemental Declarations applicable to your Cluster, the Articles of Incorporation of the Association (the "Articles"), the Bylaws of the Association (the "Bylaws"), and the Guidelines adopted from time to time by the Design Review Committee of the Quarterpath Mixed-Use Community Association, Inc. ("DRC") or the Covenants Committee of the Association established under Article V of the Declaration. The foregoing documents are collectively referred to herein as the "Governing Documents." If any provision of these Rules conflicts with the terms or provisions of any of the Governing Documents, the terms and provisions of the applicable Governing Document(s) shall control. The Quarterpath Mixed-Use Community Association, Inc., serves as the "Master Association" to the Association as described in Subsection 3.1 of the Declaration. All property subject to the Declaration is subject to the DRC and the Development Guidelines, as more particularly described in Subsection 4.1(b) of the Master Declaration.

3. **Definitions.** Unless otherwise indicated, defined terms used herein shall have the meaning set forth in the Governing Documents.

SECTION II USE OF PROPERTY

1. **Animals.**

A. **Pet Categories.** Pets shall be categorized as follows:

i. **Usual House Pets** shall include dogs, cats, caged domesticated birds, hamsters, gerbils, and guinea pigs, aquarium fish, small snapping turtles and tortoises,

domesticated rabbits, mice, and creatures normally maintained in a terrarium or aquarium. All usual House Pets are permitted, subject to the guidelines in this Rule.

ii. Unusual House Pets shall include, without limitation, those animals not generally maintained as pets including any reptiles, anthropoids, felines other than domesticated cats, canines other than domesticated dogs, rodents, mammals, birds, and other creatures other than those listed in Subsection i above, or maintained in a terrarium or aquarium. Unusual House Pets are prohibited. Dogs which are of a breed generally recognized as vicious and dogs which display hostile or vicious tendencies are prohibited. Nothing herein shall be deemed to restrict service animals as defined under the American with Disabilities Act, unless such service animal is found to be a nuisance pursuant to Section D below.

B. Requirements And Restrictions.

i. Pet owners are responsible for the immediate removal and proper disposal of animal waste on all portions of the Common Areas, including the private streets of the Property.

ii. Pets shall not be permitted upon the Common Areas unless they are carried or leashed and fully in the control of a person.

iii. No pet may be leashed to any stationary object on the Common Areas and left unattended.

iv. Pet owners are responsible for any property damage, injury or disturbances their pet may cause or inflict.

v. Commercial breeding of pets is prohibited.

vi. All pets must have and display, as appropriate, evidence of all required registrations and inoculations.

vii. Every female dog, while in heat, shall be kept confined in the dwelling by its owner in such a manner that she will neither be in contact with another dog nor create a nuisance by attracting other animals.

viii. No more than an aggregate of two dogs or cats (or one of each) shall be permitted to be kept in any Dwelling Unit.

C. Nuisances. The following shall be grounds for complaint and finding of a community nuisance:

i. Pets running at large;

ii. Pets damaging, soiling, defecating on or defiling any private property (other than that of such pet's owner so long as it does not hinder maintenance of the Landscape Areas (Full Yard) or Landscape Areas (Partial Yard)) or the Common Areas;

- iii. Pets causing unsanitary, dangerous, or offensive conditions;
- iv. Pets making or causing noises of sufficient volume to interfere with other Owners' or Residents' rest or peaceful enjoyment of the Property;
- v. Causing or allowing any pet to molest, attack, or otherwise interfere with the freedom of movement of persons on the Common Areas, to chase vehicles, to attack other pets, or to create a disturbance in any other way;
- vi. Failing to confine any female animal in heat to prevent the attraction of other animals; or
- vii. Using a vehicle as a kennel or cage.

D. Procedures For Solving Pet Problems. The following rules and policies are hereby established to address animal problems and to provide guidelines for processing animal questions and complaints.

i. The Association will monitor written complaints concerning any pet-related problems. A notice of violation and/or fine will be issued if the violation is observed and verified by the Association.

ii. Written complaints received by the Association concerning nuisance animals on Owner's Lots, Common Area(s), or Limited Common Area(s) will be processed for a hearing pursuant to SECTION III of the Rules if: (i) the alleged nuisance has affected at least two (2) other Owners, residing on separate Lots, in the Green Hill Neighborhood; and/or, (ii) at the discretion of the Association. A written complaint form must be submitted to the Association along with the signatures of the other affected Owners, stating the particulars (dates and times) of the alleged nuisance. All Owners signing the statement must be willing to attend a Board meeting, to which the animal's Owner has also been invited, for a hearing.

iii. Any pet causing or creating a nuisance, unreasonable disturbance or noise on an ongoing basis or demonstrating aggressive behavior or a threat to the health and welfare of the Owners, Residents, guests and invitees, may be removed from the Lot after the Owner thereof has received ten (10) days written notice from the Association and has failed to take corrective action. The foregoing notwithstanding, any pet which threatens the safety of any person(s) lawfully on or occupying the Property, shall be permanently removed from the Property immediately if the Board deems such removal necessary to protect the safety or welfare of such person(s), and in such cases, the Association shall provide such notice as is reasonable under the circumstances.

2. Antennas and Similar Devices.

A. Antennas used to receive direct broadcast satellite service ("DBS") and antennas used to receive fixed video programming services via multipoint distribution services ("MDS") that are one meter or less in diameter, and antennas designed to receive television

broadcast signals regardless of size (collectively, "Permitted Antennas"), may be installed by an individual Resident or Owner of a Lot. MDS and DBS antennas that are larger than one meter in diameter must obtain written permission from the Board prior to installation. To the extent not regulated by federal law, the only antennas permitted to be installed on Lots are Permitted Antennas.

B. Antennas shall not be installed on or encroach upon any Common Area or any other Owner's Lot or the air space appertaining thereto.

C. Permitted Antennas shall be located in a place shielded from view from the front of each Lot and from other Lots to the maximum extent possible, provided, however, that nothing in this rule requires installation in an area such that an acceptable quality signal cannot be received or if such location unreasonably increases the cost of installation. Without prior written application to and approval by the Board, installation on any the Common Area is prohibited even if an acceptable quality signal cannot be received from a Lot.

D. Owners shall keep their antennas in good condition and repair and shall not permit their antennas to become a safety hazard. Owners shall be responsible for antenna maintenance, repair, replacement and correction of any safety hazard, including without limitation cleaning, repainting or replacement of the exterior surface of any antenna that deteriorates. If antennas become detached, Owners shall remove or repair such detachment within seventy-two (72) hours of the detachment. In the event the detachment creates a safety hazard, the Association may remove or repair antennas at the expense of the Owner.

3. **Association Property.** See Article II of the Declaration.

4. **Casualty.** Damage to property by fire, casualty, vandalism, accident or other cause must be promptly reported to the Association by any person having knowledge thereof. If a building or other improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or improvement, or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Such work must be commenced promptly after the date of casualty and substantially completed no later than six (6) months after the date of casualty; provided, however, that any unsafe structure must be immediately secured and fenced. An extension may be granted by the Board, in its sole and absolute discretion.

5. **Clothes Drying Equipment.** No portion of a Lot shall be used for the drying or hanging of laundry or the airing of clothes or other items.

6. **Emissions.** See Subsection 6.10 of the Declaration.

7. **Fences.** See Subsection 6.4 of the Declaration.

8. **Flags.** Owners may display flags provided that they are bracket mounted on the front of the house. No freestanding flags of any type are allowed.

9. **Garage Doors.** To enhance the aesthetics of the Green Hill Neighborhood, garage doors should be kept closed to the maximum extent possible.

10. **Grills.** Except as provided in Supplemental Declarations, use of portable outdoor grills or other outdoor cooking equipment is permitted on the Lots. When in use, outdoor cooking equipment must be placed behind the dwelling, no closer than six (6) feet from the exterior of the dwelling, and positioned so that smoke will not disturb adjoining Lot(s). Fires must be extinguished promptly after cooking. Permanent grills require approval from the Covenants Committee. Grills, with the propane tank removed, shall be stored when not in use for an extended period inside a privacy fence, shed, garage, patio, deck area or other outdoor enclosure, approved by the Covenants Committee. For fire safety measures, the propane tank must be stored in an open outdoor area and must be shielded from the view of Common Area(s), Limited Common Area(s) and adjoining Lot(s) to the maximum extent possible. Propane, charcoal, or other grills intended for outdoor use may only be used in accordance with all applicable laws.

11. **Group Outdoor Recreational Activities.** In the Common Area(s), Limited Common Area(s) or adjoining Lot(s), group outdoor recreational activities may be permitted at times and in designated areas as approved by the Board. The Board may, but is not obligated to, establish enforceable behavior rules, identify parking areas for bicycles and other play equipment (skateboards, etc.), and provide for trash disposal.

12. **Hazardous Use; Waste.** See Subsection 7.3 of the Master Declaration.

13. **Holiday/Seasonal Decorations.** "Holiday/Seasonal Decoration" as used herein means, those temporary decorations associated with a particular national, state, local or religious holiday. Seasonal decorations may be displayed without DRC or Covenants Committee approval for up to seven (7) days before and seven (7) days after such holiday, except Christmas and Hanukkah decorations which may be displayed from Thanksgiving through January 7 of each year. Owners desiring to display Seasonal Decorations for longer periods shall apply to the Covenants Committee for permission.

14. **Hoses.** Except when in use, hoses shall be stored in a neat and orderly fashion and screened from view.

15. **In-Home Business Use And Application.**

A. **General.**

i. The Covenants Committee will review all in-home business applications on a case by case basis.

ii. All in-home businesses approved by the Covenants Committee are subject to periodic review for compliance with the policies contained herein and any stipulations imposed by the Covenants Committee.

iii. Non-compliance with this policy or Covenants Committee imposed stipulations, deviation from the approved in-home business application, or validated complaints may result in immediate revocation of the Covenants Committee's approval to operate the in-home business.

iv. The rights of Owners to use and enjoy their property for typical residential activities should not be infringed upon by the operation of in-home businesses. To ensure these rights, a Dwelling Unit housing an in-home business must, at a minimum, not be distinguishable from other Dwelling Units of same design that are used only for residential use.

v. The specific points developed herein are not intended to cover all conceivable in-home businesses. Recognizing this, property owners should not assume that their particular in-home business will automatically be approved because they feel it conforms to this policy.

vi. In-home businesses shall be conducted in compliance with all current and future County, State, and other lawful regulations. All applicable permits must be obtained by the in-home business applicants prior to conducting any business transactions.

vii. All in-home businesses in operation without the Covenants Committee's approval are in violation until such approval is granted through these procedures.

viii. These policies have been adopted in consideration of the following major areas of concern: (1) residential character of Green Hill Neighborhood; (2) traffic volume and type; (3) parking related issues; (4) pedestrian safety; (5) "customer" traffic; (6) vehicles used in conjunction with the in-home business; (7) signage; (8) noise; (9) business hours; (10) employees, type and number; (11) impact on Association services; and (12) environmental pollution and safety. These rules are not intended to, nor do they, abrogate the authority of any legally binding law, ordinance, rule or regulation.

B. Considerations.

i. Typically acceptable in-home businesses include the following:

(a) Professional offices.

(b) Business or trade offices for mail order items such as Avon or Mary Kay, where samples may be maintained but stock for distribution and sales to customers on the premises may not be stored.

(c) Photography, arts and crafts activities.

(d) Seamstress and tailoring activities.

(e) Clerical, secretarial activities.

(f) Tutoring.

(g) Other businesses as approved by the Covenants Committee.

ii. Typically unacceptable in-home businesses included the following:

(a) Repair or sale of motor vehicles, trailers, boats or related equipment.

(b) Sale of goods, within the operator's dwelling, from stock available on the premises.

(c) Operations which require the outside display of goods, or outside storage of equipment and materials.

(d) Operations which require large numbers of vehicles, or generate increased traffic or parking problems.

C. Traffic Consideration.

i. Activity conducted at the residence shall not generate traffic inconsistent with that of a typical single family dwelling and must be limited to automobiles, small vans, or small delivery trucks.

ii. Parking for these vehicles is limited to driveway, garage, or assigned parking spaces. Visitor or non-reserved spaces shall not be used for parking.

iii. Vehicles with commercial lettering or signage associated with the operation will not be permitted.

D. Environmental And Safety Considerations.

i. Owners/operators shall discharge into the sewer system only those wastes that are permitted by the City of Williamsburg.

ii. The in-home business shall not produce excess or untypical trash to be set out for collection by the Association's trash collection contractor or any operators trash collection contractor. No noxious or offensive fumes may be produced as a result of the in-home business.

iii. Owners/operators shall not store or use flammable, explosive or toxic materials other than those identical to typical family residences.

iv. In-home businesses shall not attract customers in numbers that would make the dwelling discernible from other residences.

v. No business signs shall be visible from the outside of the Dwelling Unit.

vi. The activity shall not generate noise in excess of that normally associated with a single family residence.

vii. There shall be no observable activity connected with the operation of an in-home business between the hours of 9:00 p.m. and 8:00 a.m.

E. Administrative Procedures.

i. Any use of residential property for an in-home business shall require an application from the Owner as well as written approval from the Covenants Committee and shall include:

(a) A full description of the intended activity with expected number of employees, hours of operation, and materials used in the operation of the business.

(b) A neighborhood impact statement to include information such as vehicular traffic, parking, deliveries, etc.

ii. Should an application be denied by the Covenants Committee it may be appealed to the Board upon written request. Notice of all Board or Committee decisions will be sent via U. S. Mail within ten (10) days of the date an application was ruled upon. Upon receipt of notification of approval it is the responsibility of the applicant to secure all necessary permits/licenses with the City or State Authorities.

16. Irrigation. See Subsection 6.15 of the Declaration.

17. Lakes, Water Bodies and Other Water Sources. In addition to the covenants set out in Subsection 3.2 of the Master Declaration, and subject to the use of the lakes or other water sources for irrigation purposes by the Developer and the Association, all lakes and other water sources within the Property are aesthetic amenities only, and no other use thereof shall be permitted.

18. Landscaping; Sight lines. See Subsection 8.4 of the Declaration. No Resident or Owner (excluding the Declarant or its successors or assigns) may seed, fertilize, mow, cut, alter or otherwise disturb the area within the Association's landscaping easement. In general, the selection of plant material must be complimentary to the design theme established for each residence. Landscaping in the front and side yards and visible to neighboring properties or from the street must be accomplished in a manner that does not detract from the general appearance of the Green Hill Neighborhood. Any plantings that are intended for the purpose of screening views must be approved by the Covenants Committee. Large mulched areas with minimal plantings will not be permitted except in existing heavily wooded areas.

19. Lawful Use. See Subsection 6.2 of the Declaration.

20. Lawn and Garden. The following rules shall apply:

A. Lawns and gardens shall be well maintained throughout the year. Clippings shall be disposed of in compliance with local ordinances and disposal service requirements.

B. Vegetable gardens require approval from the Covenants Committee and must not be located in the front or side yard of a home.

C. Vegetable gardens must be within a fenced area and screened from view from the street.

D. The Covenants Committee's Rules, Regulations and Policy Statements, when adopted, may contain additional requirements.

E. Accumulation or storage of building materials, litter, refuse, bulk materials, or trash of any kind may not be placed upon any Lot. Owners who are doing alterations or work to their property approved by the Covenants Committee may store a limited amount of materials in the rear portion of their Lot, providing that these materials remain on the Lot only for the duration of the approved construction period.

F. Trash must be placed in metal or plastic containers with tight fitting lids or in such receptacles as provided by the trash disposal company.

G. The provisions of this Section shall not be applicable to Declarant's construction activities.

21. **Leaf Collection.** The burning of leaves and other yard debris within the Property is strictly prohibited. At no time shall leaves be piled in streets for collection without being put in clear plastic bags. Bags shall not be placed by the curb until the night before collection. A Lot Owner shall not rake or blow leaves into the Common Area(s), Limited Common Area(s) or adjoining Lot(s) for collection by the Association.

22. **Leasing.** In addition to the covenants set out in Subsection 6.11 of the Declaration, all absentee Owners shall promptly notify the Association of their new address and phone number and the name, work and home phone numbers of their tenants and management company, as applicable. It is the responsibility of the Owner to ensure that any management company acting on his or her behalf provides the Association with information regarding tenants.

23. **Mailboxes and Newspaper Tubes.** See Subsection 6.6 of the Declaration.

24. **Maintenance.** See Subsection 6.12 of the Declaration.

25. **Mining.** See Subsection 6.15 of the Declaration.

26. **Moving.** Move-ins and move-outs should be conducted between the hours of 7 A.M. and 9 P.M. unless otherwise approved by the Association.

27. **Noise.** See Subsection 7.6 of the Master Declaration.

A. The restrictions in this section shall not apply to the noise emitted by or in connection with the construction of Improvements by Developer or a Parcel Developer.

B. No Owner or occupant of any Lot shall play, or suffer to be played, any musical instrument or suffer to be operated any audio system at such high volume or in such other manner, or operate or suffer to be operated, any power tools, that it shall cause unreasonable disturbances to other Owners or occupants.

28. **Nuisances.** See Subsection 7.6 of the Master Declaration.

29. **Obstructions.** No person shall obstruct any of the Common Area, or otherwise impede the rightful access of any other person on any portion of the Property upon which such person has the right to enter. No person shall place or cause or permit anything to be placed on or in any of the Common Area without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Area, except with the proper written approval of the Board.

30. **Parking and Vehicular Restrictions.**

A. **General.** In addition to the covenants set out in Subsection 6.7 of the Declaration relating to vehicles, the following rules shall apply:

i. Parking in the Green Hill Neighborhood shall be restricted to within the driveways, streets and parking areas designed and/or designated for parking. No parking on lawns shall be permitted.

ii. A speed limit of 20 MPH on the streets and 10 MPH in the alleys and parking areas must be observed, unless otherwise posted.

iii. Except for (i) those vehicles used by the Association to carry out its day-to-day operations and (ii) motorized wheelchairs or other devices to assist disabled persons, motorized vehicles are prohibited on the Association's walking paths, trails, or unpaved portions of the Common Area(s), Limited Common Area(s) or adjoining Lot(s).

B. **Restrictions.**

i. The types of vehicles listed in subsections (a) through (j) below may not be parked or stored in open view on residential Lots, Common Area parking spaces, Common Area open space or streets within the boundaries of the Green Hill Neighborhood, except in such areas, if any, designated for such purpose by the Board. Any such vehicle may be stored in a garage out of open view. Such vehicles may also be temporarily parked in a private driveway for a period not to exceed twenty-four (24) hours. Any such vehicle owned by guests of Owners or Residents may be parked in open view for a temporary period not to exceed two (2) days without prior approval from the Board. These restrictions shall not apply to the types of vehicles described in subsections (g), (h) and (j) when parked in connection with the initial construction of a Structure or in connection with the provision of commercial services to the Declarant, the Association or other Owners. Service vehicles for repairs and/or construction may

park within the Green Hill Neighborhood between 6 A.M. and 10 P.M. except in the case of emergencies.

- (a) Any boat or boat trailer;
- (b) Any motor home or self-contained camper;
- (c) Any camper slip-on where the back of the camper is higher than the roof line of the cab of the truck;
- (d) Any mobile home, trailer or fifth wheel vehicle;
- (e) Any pop-up camp/tent trailer or similar recreation oriented portable vehicle or transportable facility or conveyance;
- (f) Any other vehicle not defined above which is not normally or regularly used for daily, transportation, including dune buggies, non-operational automobile collections or other automotive equipment not licensed for use on the highways of Virginia;
- (g) Any vehicle defined as a commercial vehicle by Virginia state law;
- (h) Any vehicle with commercial signs, advertising or visible commercial equipment, including passenger cars, vans and trucks normally used for private purpose but painted with or carrying commercial advertising, logos or business names or carrying visible commercial equipment;
- (i) Private or public school or church buses; and
- (j) Any vehicle exceeding eighteen (18) feet in length and/or eight (8) feet in a width or which is more than three (3) tons gross weight, irrespective of whether or not such vehicle would otherwise be permitted in accordance with other terms of this Rule.

ii. Junk or derelict vehicles may not be parked or stored in open view on residential Lots, Common Area parking spaces, streets or on Common Area open space within the boundaries of the Community. A vehicle shall be deemed to be a derelict vehicle if it is missing any necessary parts, such as, but not limited to, tires, wheels, engine, etc., that are necessary for operation of the vehicle on public streets. A vehicle shall also be classified as a derelict vehicle if it does not have a current state inspection sticker or current license.

iii. The performance of major repairs to vehicles, including painting and the drainage of automobile fluids, is not permitted on any Lot or on Common Areas within the Community.

iv. Vehicles may not be parked or stored unattended in a hazardous condition including, but not limited to, vehicles on jacks or blocks.

C. Common Area Parking Spaces And Parking On Private Streets.

i. Owners and their guests are entitled to use the Common Area parking spaces on a first-come, first-served basis, except that the Board reserves the right to assign parking spaces for guests and visitors at the Board's discretion.

ii. Vehicles must be parked so as not to obstruct other parking spaces, sidewalks or ingress and egress areas.

iii. No vehicles other than those clearly indicated as operated by or for a handicapped person shall be parked in spaces reserved for handicapped parking.

iv. Vehicles may be parked only in designated parking spaces. All vehicles must comply with "No Parking" areas as posted or designated.

D. Association Not Responsible. Nothing herein shall be construed to hold the Association or the Board responsible for damage to vehicles or the loss of property from vehicles parked on the Common Areas.

E. Enforcement.

i. The Association shall have the authority to issue a warning notice to vehicles which are in violation of this parking policy. The notice shall be placed on the vehicle and a carbon copy retained by the Association.

ii. Vehicles which are in violation of this Rule are subject to being towed at the owner's risk and expense, forty eight (48) hours from the date of tagging, except that any vehicle previously posted for violation of any of these regulations shall be subject to towing without notice for a repetition of said violation.

iii. In lieu of, or in addition to, towing vehicles which are in violation of this Rule, the Board may impose penalties in accordance with the provisions of SECTION III.

31. Play Equipment, Strollers, Etc. All bicycles, tricycles, scooters, skateboards, and other play equipment, baby strollers, and similar items shall be stored so as not to be visible from Common Area(s), Limited Common Area(s), and/or adjoining Lots when not in use. All recreation and playground equipment including, but not limited to, swing sets, play gyms, sand boxes, play forts, etc. require Covenants Committee approval and may not be placed in the front or side yards. All such equipment shall be restricted to locations at the rear of the Dwelling Unit. All equipment shall be removed from the Lot after its useful life has been exhausted.

32. Pools.

A. Aboveground swimming pools are prohibited.

B. Inflatable or plastic children's wading pool are permitted providing they are within the rear yard and out of view from the street. When not in use, wading pools must be emptied so as not to cause a drainage or insect problem. These temporary pools must be removed upon the ending of the season and stored out of view.

C. In-ground swimming pools and hot tubs are permissible in the rear yard. A site plan showing the location, its relationship to existing structures, as well as dimensions, type and color of proposed materials and any proposed decking around pool or hot tub must be submitted and approved by the Covenants Committee, prior to installation. All pools or hot tubs must either be covered or have fencing around the perimeter for safety measures. The Covenants Committee may in its sole discretion dictate the size, location, and color of these structures. The Covenants Committee may also require additional fencing or landscaping around such structures.

33. **Recreational/Athletic Equipment - Basketball Goals.** Full-size portable and permanent pole-mounted basketball goals are authorized for use only by single-family Dwelling Units where each home has a driveway that is designated exclusively for the use of a single residence and provided they are located behind the dwelling. The following guidelines must be observed in the case of permanent pole-mounted basketball goals or portable basketball goals if the basketball goal is to be left outside for an indefinite period of time.

A. Basketball goals may not be located on any Common Area(s), Limited Common Area(s), or alleyway. The goal must be properly maintained (including the net) and must be of proper construction.

B. The base of a portable goal should be filled with sand or other suitable material to provide stability to the structure. Objects may not be placed on the goal's base.

C. Play is permitted between 9:00 AM and 9:00 PM. If a portable goal is to be folded down for maintenance, or for other reasons, it should be stored inside a privacy fence, shed, garage or other backyard area where it will not be visible by neighboring properties.

D. The Covenants Committee must approve permanent, pole-mounted basketball goals prior to their placement on a Lot. Owners must submit an application for exterior alteration that includes the signatures of surrounding property owners. The application must also include a diagram showing the desired placement of the goal on the Lot. Mounting basketball backboards and goals to the structure or surface of the home in any way is not permitted.

E. Only one permanent or portable basketball goal is permitted on a Lot.

34. **Recreational/Athletic Equipment - Other.**

A. Permanent recreational/athletic equipment (i.e., baseball cages, skateboard ramps, hockey or soccer nets, basketball hoops/backboards, etc.) require Covenants Committee approval.

B. All permanent recreational equipment located on the Residential Subassociation No. 1 Common Area(s) or Residential Subassociation No. 1 Limited Common Area(s) must be approved by the Covenants Committee, which approval is subject to the approval of the Board, in their sole and absolute discretion.

C. Except for full size portable basketball goals used in compliance with Section 34 above, when not in use, all other equipment must be stored inside a privacy fence, shed, garage or other unobtrusive backyard area where it will not be visible by neighboring properties.

D. Portable freestanding athletic equipment may not be set up and used on any Residential Subassociation No. 1 Common Area(s) or Residential Subassociation No. 1 Limited Common Area(s), except in connection with scheduled and approved use of these areas. Any such equipment used in connection with scheduled and approved uses of an area shall be removed at the completion of each scheduled use, unless otherwise permitted in writing by the Board.

E. Play is permitted between 9:00 AM and 9:00 PM. Any such equipment used in connection with scheduled and approved uses of an area shall be removed at the completion of each scheduled use, unless otherwise permitted in writing by the Board.

35. **Resident Contacts.** All Owners must provide the Association with the name, address and phone number(s) of each occupant and of persons to be notified in emergencies.

36. **Sale of Lots.** Virginia law requires Sellers of residential property to make certain disclosures to their purchasers. Upon an Owner's request, the Association will provide a disclosure packet as required by Section 55-509.5 of the Virginia Property Owners Association Act. The Association charges a fee for providing the disclosure packet.

37. **Signs.** In addition to the covenants set forth in Subsection 6.6 of the Declaration, the following rules regarding signs shall apply. No sign of any kind may be displayed to the public view on any Lot except as follows:

A. One (1) sign in a size and design prescribed by the Association identifying the street address numbers.

B. One (1) sign in a size and design prescribed by the Association advertising the property for sale or rent, provided the sign is removed no later than seven (7) days after the sale (closing) of the property to a new owner.

C. One (1) sign in a size and design prescribed by the Association used by the Builder to advertise the property during the construction or sale period, such sign having been approved by the Covenants Committee.

D. One (1) sign of not more than six (6) square feet expressing support or opposition to political candidates or other issues which appear on the ballot of a primary, general, or special election, provided that such political signs shall not be placed on a Lot earlier

than sixty (60) days before such election and shall be removed within two (2) days after such election and shall not have a maximum elevation in excess of six (6) feet.

E. Freestanding, temporary signs are permitted to inform residents of Green Hill Neighborhood events. The sign must be of suitable size not to exceed six (6) square feet (recommended 3' x 2') and must be placed on the exit side of a Green Hill Neighborhood street. Signs may be displayed fourteen (14) days in advance of the event and must be taken down within 24 hours after the event.

38. **Solar Collectors.** Due to the large visual impact on the Green Hill Neighborhood, large solar collectors on houses or on the Lots must be approved by the Covenants Committee. Any other solar application may be approved by the Covenants Committee if deemed to have a minimal impact on the community. The Covenants Committee may in its sole discretion dictate the size, location, color, and types of structures that are permitted and may require additional landscaping or fencing around such structures.

39. **Solicitation/Pamphleteering.** Soliciting and pamphleteering is prohibited within the entire Green Hill Neighborhood. Under special circumstances, with the written permission of the Board, exceptions to this rule will be allowed on a case by case basis in the sole and absolute discretion of the Board.

A. Anyone desiring to solicit within the Green Hill Neighborhood for any reason must submit an application for approval by the Board. Once the Board has approved the application, the applicant must obtain a permit at the Association office. This permit will identify the solicitor by name and define the period of time that they will be permitted to solicit. There is a \$ ___ administrative fee and a \$ ___ deposit that will be refunded when the permit is returned within 24 hours of its expiration.

B. For those with the proper permit, soliciting shall only be conducted Monday through Saturday between the hours of 10:00 A.M. and 5:00 P.M. Official Publications of the Association and the Green Hill Neighborhood are exempt from this rule.

40. **Trailers.** See Subsection 6.7 of the Declaration.

41. **Trash.**

A. In addition to the covenants set out in Subsection 6.5 of the Declaration regarding trash, all garbage and trash stored on the Property shall be kept in covered containers, and, except when placed at pick-up site the evening prior to pick-up and removed the evening after pick-up, shall be kept inside a privacy fence, shed, garage or other concealed or screened area. Trash containers shall not be kept in driveways, on sidewalks or in front yards.

B. Trash, leaves, and other articles may not be burned on the Lots or Common Areas.

42. **Underground Utilities.** See Subsection 8.6 of the Declaration. All electric, gas, telephone, cable, and other utility services shall be placed underground.

43. Use Of Common Areas.

A. The Residential Subassociation No. 1 Common Areas shall be used only for the purposes intended. Storage of anything is prohibited on the Common Areas. Pedestrian and vehicular ways shall not be obstructed.

B. No motorized vehicles shall be operated on any of the Residential Subassociation No. 1 Common Area open spaces except for those vehicles used by the Association for maintenance purposes.

C. Owners shall not place litter or debris on any Common Areas.

44. Use of Lots.

A. Purpose.

i. All Dwelling Units in the Green Hill Neighborhood are to be used for residential purposes only.

ii. Home professional offices or commercial use may be maintained only in accordance with the provisions of the Declaration, any requirements of applicable State or City law, and must be approved in advance by the Covenants Committee as outlined in Subsection 15.

iii. Those activities conducted as part of the marketing and development program of the Parcel Developer of residences within the community and home occupations in accordance with the Declaration and Supplemental Declarations as applicable are not considered commercial use.

B. Additional Restrictions.

i. No Lots or Dwelling Units shall be further subdivided, conveyed, transferred, or separated into smaller Lots by any Owner.

ii. Screened porches are not permitted. Garages may not be converted to, or used for, living space.

45. Window Treatments. Drapes and other window treatments (such as blinds or shutters) must have a solid lining or backing.

46. Yard/Garage Sales. Yard/garage sales are not permitted within the Green Hill Neighborhood, except that the Association may sponsor a community yard/garage sale at the discretion of the Board.

**SECTION III
COMPLAINT RESOLUTION PROCEDURES**

1. **Purpose.** Courtesy and cooperation among Owners and Residents are a must for community living. When complaints involve neighbors, it is most often best to simply discuss the problem with them. Should the complaint remain unresolved or if any Owner or Resident feels uncomfortable talking to the neighbor, the Owner or Resident should contact the Association to request assistance. The complaint filed with the Association should be in writing and should document the problem as thoroughly as possible. The Association will attempt to resolve the problem informally. Final recourse is available through the Board, which will schedule a panel to hear the complaint. The Board hereby adopts the provisions of Section 55-513 of the Property Owners Association Act and establishes the following complaint Resolution Procedures in accordance therewith.

2. **Informal Procedures for Violations of the Governing Documents.**

A. Noncompliance with the Governing Documents may be noted by a Resident, an Owner, or employee of the Association or by a city/county employee acting in an official capacity by initially reporting in writing to the Association. Such notice shall specify the time, date, place and nature of the violation.

B. Upon receipt of such notice, the Association shall attempt to secure compliance by phone call, personal contact or by sending notice to the Owner stating the time, date, place and nature of violation to be corrected and notice that noncompliance or repetition of such violation may result in imposition of sanctions, fines and/or legal action after notice and hearing by the Board. A record of this action and a copy of all notices sent by the Board or Association and any correspondence relating thereto shall be kept in the Association files, and may be sent to the Association's legal counsel.

3. **Formal Procedures for Violations of the Governing Documents.**

A. The filing of a formal complaint with the Board shall initiate the formal procedures set forth below. No Resident or Owner may file a complaint unless the informal procedures set forth in Subsection 2 above have been exhausted and such violation was not corrected within the time period specified in the notice sent by the Board or Association. The complaint shall identify the specific provisions of the Governing Documents which the Owner or Resident is alleged to have violated or to be in continuing violation of, shall contain allegations of fact sufficient to support a finding of such violations, and shall, to the extent possible, specify the times, dates, places and persons involved and shall submit in writing the information listed above along with a description of the informal attempts already utilized to resolve the complaint.

B. Every Resident or Owner accused of a violation shall receive notice from the Association stating that a complaint has been filed and describing the general nature of the complaint. Before any disciplinary action is taken against such Resident or Owner, the Resident or Owner who is the subject of a formal complaint shall have the opportunity to be heard and represented by counsel before the Board. Notice of a hearing shall be hand delivered or mailed

by certified mail, return receipt requested, to the Owner and, if applicable to the Resident, at the address(es) of record with the Association at least fourteen (14) days prior to the hearing. If, after the hearing, the Board determines that a violation of the Governing Documents has occurred, the Board shall have the power to assess charges against any Owner for any violation for which the Owner or the Owner's family members, tenants, guests, or other invitees are responsible. The amount of any fines assessed by the Board shall be in an amount up to Fifty Dollars (\$50.00) for a single offense or Ten Dollars (\$10.00) per day for any offense of a continuing nature and shall be treated as a special assessment against the Owner's Lot. The foregoing remedies are in addition to any remedy the Association may seek through the legal process.

C. If the Board finds that the same violation is recurring within a six (6) month time period but is not present on a continuous basis, the violation(s) will be treated as multiple single offenses and a fine of up to \$50.00 per occurrence will be levied for each day the violation is noted during a specified period of time (e.g. six months) and shall be treated as a special assessment against the Owner's Lot. The foregoing remedies are in addition to any remedy the Association may seek through the legal process.

D. If there is any inconsistency between any of these rules and regulations and any of the provisions of the Declaration, the Declaration governs.

E. Notwithstanding anything to the contrary contained in Rules, none of the rules and regulations shall restrict any Land Development Activity.