

**HOLLYMEADE
DECLARATION:**

NOW THEREFORE, the Declarant hereby declares that the Subdivision shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions, covenants, conditions, easements, charges, assessments, affirmative obligations, and liens hereafter set forth.

**ARTICLE 1
DEFINITIONS**

The following words and terms, when used in the Declaration or any supplemental declaration, shall have the following meanings (unless the context shall clearly indicate otherwise):

1.01 "Affiliate" means a person or entity controlling, controlled by or under common control with the Declarant and includes, without limitation, a joint venture, limited liability company, partnership or corporation in which the Declarant has an interest. It shall also include any party holding a power of attorney on behalf of the Declarant.

1.02 "Annual Assessment" means the share of Common Expenses from time to time assessed against Owners by the Association pursuant to Section 6.03.

1.03 "ARB" means Architectural Review Board established pursuant to Subsection 8.01.

1.04 "Assessments" means Annual Assessments and Special Assessments collectively.

1.05 "Association" means the Hollymeade Homeowners' Association, its successors and assigns.

1.06 "Board" means the Board of Directors of the Association.

1.07 "Class A Member" means the Owners other than Declarant prior to the end of the Declarant Control Period and thereafter means all Owners, including Declarant.

1.08 "Class B Member" means Declarant until such time as Declarant no longer owns one or more Lots or any portion of the Subdivision intended by Declarant to be subject to a Subdivision Plat at any point in the future.

1.09 "Code" means the Code of Virginia (1950), as amended, as now in effect or hereafter amended.

1.10 "Clerk's Office" means the Clerk's Office, Circuit Court, Chesterfield County, Virginia.

1.10 "Common Area" means all real property and improvements shown on and designated as "Open Space" on Subdivision Plats.

1.11 "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, together with all monies lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.

1.13 "Declarant" means Patrick-Loughran Partnership, a Virginia general partnership, any successor and assign to which it conveys fee simple title to substantially all portions of the Subdivision owned by it for the purpose of permitting the successor or assign to continue its business of developing the Subdivision, any party to which it expressly assigns its rights and delegates its duties hereunder pursuant to an instrument recorded in the Clerk's Office, or the Association at such time, if ever, that such rights are deemed to have assigned to the Association pursuant to the provisions of this Declaration.

1.14 "Declarant Control Period" means the period commencing August 1, 1999 and ending on the earliest of (i) September 30, 2009, (ii) when certificates of occupancy have been issued for residences constructed on seventy-five percent (75%) of the total number of Lots intended by Declarant to be developed in the Subdivision and such Lots have been conveyed to third parties, or (iii) when the Declarant voluntarily terminates the Declarant Control Period pursuant to an instrument recorded in the Clerk's Office.

1.15 "Declaration" means this Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Hollymeade and any amendments thereto.

1.16 "Deed of Trust" means a first deed of trust or similar instrument encumbering a Lot.

1.17. "Eligible Holder" means a holder, insurer, or guarantor for a Deed of Trust which has given the Association notice in writing stating its name and address and the street address of its Security Property.

1.18. "Lot" means any plot of land shown, designated, and individually numbered by lot and section on a Subdivision Plat.

1.19. "Member" means the Class A Members and the Class B Member.

1.20. "Occupant" means any person, including, without limitation, any guest, invitee, tenant, lessee, contract purchaser or family member of an Owner, occupying or otherwise using or visiting a Lot. For the purposes hereof, "family member" means an Owner and, if such persons are residing with the Owner in the residence constructed on a Lot, his or her spouse, parents, and/or children under the age of 25.

1.21. "'Owner" means the record owner (whether one or more persons or entities) of a fee simple title any Lot other than the Trustee or Trustees named in any Deed of Trust.

1.22. "Property" means the real property described in Exhibit A attached hereto and by this reference made a part of.

1.23. "Security Property" means a Lot or Lots encumbered by a Deed of Trust.

1.24. "Special Assessments" means an assessment levied pursuant to Section 6.06 hereof.

1.25. "Subdivision Plat" means a subdivision plat for any portion of the Property which has been recorded in the Clerk's Office, including but not limited to that certain plat entitled "Hollymeade Section A, Chesterfield County, Virginia", prepared by Balzer & Associates, Inc., and recorded in the Clerk's Office July 16, 1999 in Plat Book

105, pages 92-93.

1.26. "Subdivision" shall mean the subdivision developed or to be developed on the Property and known as Hollymeade.

ARTICLE II
PROPERTY RIGHTS IN THE COMMON AREA

2.01. Easement of Enjoyment. Subject to the provisions hereof, Declarant hereby grants to each Owner and Occupant a right and easement of enjoyment in common with all other Owners and Occupants in and to the Common Area, which right of easement shall be appurtenant to and pass with title to every Lot. The right and easement of each Owner and Occupant granted hereby shall be subject to the following:

(A) The right of Declarant as long as Declarant owns any portion of the Property, and of the Association following conveyance of the Common Area by the Declarant to the Association (provided such right shall not be exercised by the Association without Declarant's approval as long as Declarant owns any portion of the Property) (i) to grant and reserve easements and rights-of-way through, under, over and across the Common Area for the installation, operation, maintenance, and inspection of lines and appurtenances for public and private water, sewer, drainage, gas, electricity, telephone, and television equipment and other public or private conveniences or utilities; or (ii) to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be imposed by applicable law, ordinance, rule or regulation, including, without limitation, the applicable zoning ordinance of Chesterfield County, Virginia, or agreed upon by a majority of the Members voting in person or by proxy at a duly called meeting of the Association.

(B) The rights and easements of the Association created under this Declaration.

(C) The restrictions on use of the Common Area set forth in Section 2.02 of this Article II.

(D) Subject to the provisions of Section 55-513A. of the Code, of the Association to establish rules and regulations for the use of the Common Area.

(E) Subject to the provisions of Section 55-513B. for the Code, the right of the Association to suspend any Owner or Occupant's right to use the Common Area pursuant to Section 2.02(e) of this Article II.

2.02. Restrictions on Use of the Common Area. The following restriction shall apply to each Owner and Occupant:

(A) No part of the Common Area shall be used in a fashion that might render such area unsafe or hazardous, or increase the rate of insurance for the Common Area or any Lot.

(B) No damage or waste shall be caused or permitted to occur to the Common Area.

(C) No obstruction shall be placed on the Common Area nor shall any equipment or materials of any type be stored or placed upon such Area without the prior written consent of the Association and, for so long as it owns any portion of the Property,

Declarant, provided Declarant, its employees, agents, and independent contractors, shall have the right to maintain and store construction vehicles and materials on the Common Area during the development of the Subdivision.

(D) The right of any Owner or Occupant to use the Common Area to the Association, subject to all recorded easements, conditions, restrictions, and agreements, upon the conveyance of the first Lot to an Owner other than Declarant.

2.03. Title to Common Area. Declarant shall convey the Common Area to the Association, subject to all recorded easements, conditions, restrictions, and agreements, upon the conveyance of the first Lot to an Owner other than Declarant.

ARTICLE III EASEMENTS

3.01. Association's Easement. The Association and its agents, employees and contractors shall have an easement over the Lots for carrying out the powers, rights, and duties granted to the Association by this Declaration, including, but not limited to, maintenance, repairs, rebuilding, relocation of utility lines, grounds care and replacement of components.

3.02. Easements for Utilities. Declarant reserves unto itself a perpetual easement and right on, over and under the over the easement areas designated on any Subdivision Plat to install, maintain and use electric, cable television and telephone wires, cables, conduits, drainage ways, sewers, water mains and other suitable equipment, gas, sewer, water, drainage or other public conveniences or utilities as may be necessary or desirable to serve the Subdivision. This easement includes, without limitation, the right to cut trees, bushes, or shrubbery, to grade the easement area, and to take any other similar actions necessary to permit economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

ARTICLE IV ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.01. Membership. Every Owner is a Member of the Association. Each Owner's membership shall be appurtenant to any may not be separated from ownership of a Lot. When a Lot is owned by more than on person and/or entity, all such persons and/or entities shall be deemed to be one Member. In any such instance:

(a) the vote allocable to such Lot shall be cast as such persons and/or entities mutually determine; (b) of only one of such persons and/or entities casts the vote allowable to such Lot, the presiding officer at the meeting at which such vote is cast shall deem that such vote his validity been cast by such person and/or entity; and (c) if such persons and/or entities cannot mutually agree how to cast the vote allocable to such Lot, the presiding officer at the meeting at which such vote is to be cast shall disallow such vote.

4.02. Voting Rights. Class A Members shall be entitled to one (1) vote for each Lot owned. During the Declarant Control Period, the Class B Member shall be entitled to three (3) votes for each Lot owned. At the end of the Declarant Control Period, the Class B Membership shall terminate.

ARTICLE V FUNCTIONS OF THE ASSOCIATION

5.01. Maintenance and Ownership of the Common Area. The Association shall own, operate, and maintain the Common Area (including the BMP) without profit to itself.

5.02. Obligations of the Association. The Association shall:

- (A) Prepare an annual budget.
- (B) Levy and collect Assessments to defray the costs and expenses of the Association and establish the means and methods of collection thereof.
- (C) Maintain the Common Area or cause the Common Area to be maintained. This shall include maintenance, repair, and replacement of all drainage equipment, structures, and facilities in the BMP.
- (D) Pay all taxes, charges and assessments which are or may not become liens against any part of the Common Area.
- (E) Make or contract for the making of, repairs, additions and restoration to the BMP required from time to time, if any, including drainage as set forth in (C) above.
- (F) Enforce by legal means the provisions of this Declaration, the By-laws of the Association, and applicable rules and regulations.
- (G) Obtain and carry insurance against liability as provided in this Declaration.
- (H) Pay the cost of all authorized services rendered to the Association and not billed to individual Owners.
- (J) Keep books with detailed accounts of the receipts and expenditures of the Association and of the administration of the Association.
- (K) Create, maintain and make available to Owners an association disclosure packet complying with the requirements of Section 55-512 of the Code.

In addition to the foregoing, the Association shall have the right (but not the obligation) to do or cause to be done all things necessary or incidental to carrying out the responsibilities described above.

ARTICLE VI COVENANT FOR ASSESSMENTS

6.01. Creation of the Lien and Personal Obligation of Assessments. Declarant hereby covenants, and each Owner by acceptance of a deed to a Lot, whether or not it is expressed in such deed, is deemed to covenant and agree to pay when due all Assessments levied from time to time by the Association pursuant to this Declaration. Every Assessment, together with late charges, interest thereon and costs of collection therefor (including reasonable attorney's fees), if any, shall be (i) a charge and continuing lien upon the Lot against which such Assessment is made, and (ii) the personal obligation of the Owner(s) of such Lot when the Assessment was levied.

6.02. Purpose of Assessments. Assessments shall be used exclusively to pay costs incurred by the Association in fulfilling its responsibilities under this Declaration

and accumulating and maintaining an operating fund and a reserve fund in amounts established by the Board from time to time in connection therewith.

6.03. Annual Assessments. Annual Assessments shall be in amounts determined from time to time by the Board. The Board shall levy Annual Assessments in amounts sufficient to allow the Association to discharge its duties and obligations hereunder and under the bylaws of the Association. The initial assessments shall be \$.75.00 per year, payable in July of each year beginning in July, 2000.

6.04. Change in Amount of Annual Assessments. Without a vote of the Members, the Board may increase the Annual Assessment for a fiscal year up to twenty percent (20% above the Annual Assessment for the previous year. Any increase in the Annual Assessment in excess of twenty percent (20%) above the Annual Assessment for the preceding fiscal year must be approved by a majority of the votes cast, either in person or by proxy, by Members at a meeting duly called for, after notice to all members, for the purpose of considering such an increase. Until such time a Declarant no longer owns any portion of the Property, the Board may not reduce the amount of the Annual Assessment below the level established for the preceding fiscal year without Declarant's consent. During the declarant control period, Declarant may raise assessments by a maximum of 50% per year.

6.05. Determination of Annual Assessments.

(A) Fiscal Year. The fiscal year of the Association shall be the calendar year.

(B) Preparation and Approval of Budget. After 75% of the lots are sold, the Board shall adopt a budget containing an estimate of the total amount which it considers necessary to carry out the Association's responsibilities under the Declaration for the next fiscal year. Each budget shall include amounts reasonably necessary for working capital, a general operating fund, and reserves for contingencies and replacements. The amount of the Annual Assessment for each Lot for the next fiscal year shall be equal to the total cash requirements reflected in the approved budget divided by the number of Lots existing on December 1st preceding the fiscal year to which such Annual Assessment pertains. The Board shall send Owner a copy of the approved budget and a statement of the amount of the Annual Assessment for the next fiscal year prior to the commencement of the fiscal year to which it pertains. However, during the declarant control period, Declarant shall not be required to present a budget. All assessments collected shall be payable to Declarant, and used to defer the cost of maintenance and other necessary association expenses.

(C) Effect of Failure to Approve Budget. If the Board fails to approve a budget for any fiscal year prior to the commencement thereof, the Annual Assessment for such year shall be the same as the Annual Assessment for the preceding fiscal year. If, during such fiscal year, the Board approves a year accordingly, in such event, the Board shall send each Owner a copy of the approved budget accompanied by a statement of the revised Annual Assessment for the fiscal year.

(D) Declarant Funding. Declarant shall pay the costs incurred by the Association in fulfilling its obligations under this Declaration during the declarant control period. However, dues collected shall be used by Declarant to defer such costs.

6.06. Special Assessments. Subject to the provisions of Section 55-514A. of the Code, at any time during a fiscal year, the Board may levy Special Assessments to defray costs incurred or anticipated to be incurred in such fiscal year not reflected in the

approved budget, provided (i) before doing so, the Board shall first utilize funds, if any, being held in reserve for such costs, and (ii) other than with respect to costs that are beyond the reasonable direct control of the Board, the Board may not levy a Special Assessment for a given fiscal year in an amount such that the sum of the Annual Assessment, the proposed Special Assessment, and previously levied a meeting called for such purpose. The Board shall give each Owner notice of a Special Assessment under this Section 6.06 within thirty (30) after approval thereof, accompanied by an explanation of the rationale therefor. Such Special Assessments shall be due and payable within thirty (30) days after notice thereof is given, or, in the sole and absolute discretion of the Board, in any other manner chosen by the Board.

6.07. Date of Commencement of Annual Assessments: Due Dates: Additional Subdivision Plats. The first Annual Assessment shall be levied as of July 1, 2000 and may be billed and collected in a manner determined by the Board. If a Subdivision Plat is hereafter recorded during a fiscal year, the Lots shown and described on such Plat such commence being subject to Annual Assessments the following fiscal year. Only lots on which construction of new homes is completed, and closed on, shall be subject to payment of assessments, association fees or levys of any type. Declarant shall not be subject to payment of dues on unsold lots, either before or after the end of the declarant control period. Nor shall the builders be subject to payment prior to closing with the ultimate purchaser.

6.08. Certification of Status of Payment of Assessments. The Association shall, upon demand at any time, furnish to any Owner a certificate in writing signed by an officer of the Association stating the amount (if any) of any unpaid Annual or Special Assessments levied against such Owner and such Owner's Lot. A reasonable charge may be made by the Association for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any Assessment not identified therein as remaining unpaid.

6.09. Effect of Non-payment of Assessments: Remedies of the Association. Any Assessment or portion thereof which is not paid within thirty (30) days after the due date thereof shall become delinquent and shall accrue a late charge in the amount of 3 1/3% of the amount of the assessment, or such other amount as the Board shall determine (provided late charges shall be applied uniformly to all Owners) for every month or portion thereof the delinquency continues. If any Assessment is being collected in installments and an installment becomes delinquent, the Board may, in its sole discretion, accelerate the unpaid balance of the Assessment by notice to the Owner liable therefor. The Association may bring an action at law against any Owner personally obligated to pay a delinquent Assessment, either in the first instance or for deficiency following foreclosure, or may foreclose the lien of such Assessment in the same manner as a deed of trust upon real property. No Owner may waive or otherwise avoid liability for the Assessments provided herein by waiver of the use or enjoyment of any of the Common Area or by abandonment of his, her or its Lot.

6.10. Subordination of the Lien to Deeds of Trust. Except as set forth below, the lien of the Assessments provided for herein shall be subject and subordinate to the lien of any Deed of Trust encumbering a Lot. The Association may elect to record a notice of a delinquent Assessment in the Clerk's Office, on a form pursuant to the Property Owners Association Act of the Code of Virginia, in which event the lien of such delinquent Assessment in the amount stated in such notice, plus late charges, interest, and costs of collection (including reasonable attorney's fees), if any, shall be prior to that of any subsequently recorded Deed of Trust in the same manner as the lien of a docketed judgment in the Commonwealth of Virginia. However, such a recordation shall not be

necessary to perfect the lien securing Assessments, but shall be required only to establish the priority of such lien as to subsequently recorded Deed of Trust. The sale or transfer of any Lot other than pursuant to foreclosure of the lien of a Deed of Trust shall not extinguish the Assessment lien. Foreclosure of the lien of a Deed of Trust shall extinguish the lien securing Assessments as to payments which become due prior to such action to the extent the lien securing Assessments has been subordinated to the lien of the Deed of Trust being foreclosed pursuant to the terms of this Declaration. No foreclosure of the lien of a Deed of Trust shall extinguish the lien for Assessments thereafter becoming due.

ARTICLE VII INSURANCE

7.01. Insurance Coverage. The Board shall be required to obtain and maintain appropriate public liability insurance incident to ownership of the Common Area. Such insurance shall be issued on a Comprehensive Liability basis with special General Liability endorsement. The Board may, but will not be required to, obtain and maintain directors and officers liability insurance in an amount to be determined by the Board.

7.02. Insurance Provisions. All insurance policies to be obtained by the Board shall be governed by the following provisions.

(A) All policies of insurance shall be written with a company licensed or authorized to do business in the Commonwealth of Virginia and holding a rating of "AAA" or better by Best's Insurance Reports and a policy holders' rating of "IA" or better.

(B) All policies of insurance shall provide that the insurer waives its right of subrogation to any claims against the Association and the Board and against the Association.

(C) All policies of insurance shall provide that the policy cannot be canceled, invalidated or materially modified on account of the conduct of any officer or employee of either the Association or the Board, without written notice setting forth the defect under the policy and providing a reasonable period of time for the Association or the Board to cure such defect.

ARTICLE VIII ARCHITECTURAL CONTROL

8.01. Architectural Review Board.

(A) An Architectural Review Board shall be appointed and shall consist of one (1) or more members, who may but need not be Owners and who may be Affiliates. Declarant shall have the right to appoint the members of the ARB so long as it owns a Lot or a portion of the Property that it intends to subdivide into Lots. Thereafter, or effective at any earlier date upon which Declarant assigns its right to appoint the members of the ARB to the Association, the Board shall do so. The party entitled to appoint members of the ARB from time to time shall have the power to remove members with or without cause and to replace members in the event of resignation or removal.

(B) The purposes of the ARB to (i) establish architectural standards for the Subdivision and thereafter modify or supplement such standards from time to time, (ii) approve or disapprove construction plans and specifications, landscaping plans, and site

plans for construction on any Lot, and (iii) approve or disapprove plans and specifications, landscaping plans and site plans for subsequent additions to or modifications or alterations of improvements previously constructed on any Lot.

(C) The provisions of this Section shall not apply to the Builder; or to new construction on unsold lots.

8.02. ARB Approval Required. Except as set forth below, any building, structure, outbuilding, garage, fencing or other work shall be constructed upon a Lot, and no change in any building, structure, outbuilding, garage, fencing or other work previously approved and constructed on a Lot which in any way materially alters the exterior appearance of any improvements located on a Lot, including a change in color or finish materials, shall be made until the construction plans and specifications, landscaping plans and site plan, as appropriate, have been approved by the ARB. The ARB shall have the right to determine in its sole and absolute discretion what proposed changes materially alter the exterior appearance of any improvements located on a Lot and whether or not such plans comply with the provisions of this Declaration and are satisfactory in terms of quality or workmanship and materials, size and structure, harmony of exterior design with surrounding improvements and location with respect to topography and finished grade elevation. Fences not exceeding four (4) feet in height may be erected without the approval of the ARB, provided notwithstanding the foregoing, no chainlink fences may be erected in the front of the property and without such approval.

8.03. Procedure. The ARB's approval or disapproval of plans submitted to it for its review pursuant to Section 8.02 shall be in writing. The ARB's failure to confirm in writing that it has approved or disapproved of any plans submitted to it within thirty (30) days after submission of all such plans required by the ARB in connection with the approval being sought shall create a conclusive presumption that the ARB has approved such plans. Notice shall be sent by certified mail, or may be hand delivered, to the person requesting a variance. Notices mailed shall be effective when posted; notices delivered shall be effective when signed for by the recipient.

ARTICLE IX USE RESTRICTIONS AND RULES; DUTY TO MAINTAIN

9.01. Use of Lots. No Lot may be used except for single-family residential purposes. Only one (1) single-family residence may be constructed on each Lot.

9.02. Signs. No sign of any kind shall be displayed on any Lot except for (i) building permits or (ii) one (1) sign not more than four (4) square feet advertising the Lot for sale.

9.03. Construction. All structures to be constructed on any Lot must be completed within one (1) year after construction has commenced, unless such completion is not possible due to strikes, fires, national emergencies, natural calamities or other acts of force nature. Commencement of construction shall be deemed to have occurred upon the excavation of a foundation. Residences may not be temporarily or permanently occupied until completed. A residence shall be deemed to be completed upon the issuance of a certificate of occupancy therefor by the County of Chesterfield, Virginia.

9.04. Minimum Gross Floor Area. The following types of residences constructed on _____ Lots shall have the minimum gross floor area set forth below:

- (A) Two story - 1,496 square feet;
- (B) Cape Cod Style - 1,414 square feet;
- (C) Rancher - 1,200 square feet, except for perimeter lots on which ranchers must be at least 1,300 square feet

The minimum gross floor area for any other type of residence approved for construction on a Lot shall be determined by the ARB in its sole and absolute discretion. Gross floor area" may attached covered porches, covered stoops, breezeways, utility buildings or garages. In the event of any dispute as to whether or not a portion of the improvements shown on plans presented to the ARB for approval is or is not includable in gross floor area, the determination of the ARB in its sole and absolute discretion shall be binding upon the Owner applicant.

9.05. Outbuildings. No trailer, garage or other outbuilding parked, stored or erected on any Lot shall at any time be used as a residence, temporarily or permanently. Must be approved before construction.

9.06. Animals. Only common household pet animals such as domesticated dogs and/or cats shall be permitted within the Subdivision. All pet animals must be secured by a leash or lead under the control of a responsible person and obedient to that person's command at any time they are permitted outside a residence or other enclosed area on a Lot approved by the ARB for the maintenance and confinement of pet animals. No live cattle, hogs, goats, livestock or poultry of any kind shall be allowed on any Lot.

9.07. Noxious Trader or Activity. No noxious or offensive trade or activity shall be allowed on a Lot nor shall anything be done thereon which shall be or become an annoyance or nuisance to any Owner or Occupant of any other Lot.

9.08. Garbage. Except in cases of new construction, no Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers concealed from view from any street within the Subdivision. No Owner or Occupant shall place waste receptacles at the curb other than in connection with scheduled pickup.

9.09. Fences: There shall be no chain link fence in front yard. Fences must be approved before constructed.

9.10. Lot Clearing. With the exception of diseased or dead trees, no trees measuring twelve (12) inches or more in diameter at a point two (2) feet above ground level may be removed without prior written approval of the ARB. Approval for additional Lot clearing the removal of trees located within twenty (20) feet of residence, an accessory building or the approved site for a residence or accessory building will be granted unless such removal will substantially decrease the beauty of the Lot.

9.11. Satellite Dishes. Pursuant to the Federal Telecommunications Act of 1996, Owners or Occupants may install television antennas or satellite dishes that are less than one (1) meter in diameter. Antennas must be installed in the rear of a Lot unless the Owner or Occupant wishing to install the antenna can demonstrate to the ARB that adequate reception can only be achieved by placing the antenna elsewhere on the Lot.

9.12. Lighting. No exterior lighting installed on any Lot shall be of such a character or intensity or so located as to unreasonably interfere with any other Owner or Occupant's use or enjoyment of a Lot. No neon or flashing lights located outside of the residence or any accessory building on a Lot or located within the residence or any

accessory building on a Lot in such a manner so as to be visible from the outside of such residence or accessory building shall be permitted.

9.13. Owner's Duty to Maintain. Each Owner shall regularly and properly clean, paint and generally maintain the exterior of the residence and every other structure on any Lot. If the Board determines that an Owner is in violation of his, her or its duty to maintain set forth herein, it may give such Owner written notice stating the nature of the violation and that the Board will remedy such violation if the Owner fails to do so promptly following receipt of notice thereof. The Board, its contractors, management agents, and other agents, shall have the irrevocable and absolute right, license and power to enter on to an Owner's Lot, without further notice to the Owner, to remedy any violation that is not remedied by the Owner. In such event, all costs incurred by or on behalf of the Association shall be added to and become a part of the Assessments to which such Owner is subject, thereby being a charge and continuing lien upon the Owner's Lot and a personal obligation of the Owner pursuant to the terms of Article VI, Section 6.01. Such addition to the Assessment shall not be considered in determining the legitimacy of the Assessment under the provisions of Article VI and shall not be deemed a Special Assessment for purposes of Section 55-514A. of the Code. Notwithstanding the foregoing, the personal obligation of an Owner with respect to such costs shall be limited to the amount of general liability and/or casualty insurance maintained by such Owner, if any.

ARTICLE X GENERAL PROVISIONS

10.01. Enforcement. Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, the provisions for this Declaration and shall be entitled to receive reasonable attorney's fees and charges incurred during the enforcement process from any party bound hereby against whom a judgment or order is entered. In addition, if an Owner or Occupant constructs any improvement on a Lot in violation of this Declaration and fails to abate or remove such improvement within thirty (30) days after written notice of such violation, Declarant and the Association shall each have the right to enter upon such Owner or Occupant's Lot and summarily abate or remove the same at the expense of the Owner of the Lot. Any such entry and abatement or removal shall not be deemed in any manner a trespass. The failure of Declarant, the Association, or any Owner to enforce any provision of this Declaration shall not constitute a waiver or estoppel of the right of Declarant, the Association, or any Owner to thereafter enforce the same, nor shall liability attach to Declarant, the Association, or any Owner for failure to enforce the provision hereof. All rights, remedies and privileges granted to Declarant, the Association or any Owner shall be deemed to be cumulative.

10.02. Term. This Declaration shall run with the land and be binding on and inure to the benefit of all parties and all persons claiming under them until July 31, 2024, after which time the term of this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners has been recorded, agreeing to change or terminate this Declaration in whole or in part.

10.03. Amendment. Subject to the provisions of Sections 10.03, 10.04 and 10.05 hereof, this Declaration may be amended by a vote of the Members at a duly called meeting at which a quorum is present and for which notice was duly given stating the proposed amendment(s) to be presented to the Members for approval and containing the text or a summary thereof. Any such amendment shall be deemed approved if at least two-thirds (2/3) of the votes cast by Members voting in person or by proxy at such

meeting are cast in favor of the proposed amendment, provided that as long as Declarant owns any Lot, this Declaration may not be amended without Declarant's written consent. If any amendment to this Declaration is duly approved, Declarant and the President and Secretary of the Association shall execute an Addendum to this Declaration setting forth (i) the date of the meeting at which the amendment was adopted; (ii) the date that notice of such meeting was given; (iii) the total number of votes authorized to vote at such quorum at such meeting; (v) the total number of votes present at such meeting in person or by proxy and counted in establishing the presence of a quorum; (vi) the total number of votes present in person or by proxy necessary to adopt the amendment; (vii) the total number of votes cast in favor of and against the amendment; (viii) the text of the amendment; and (ix) the effective date of the amendment. The Addendum shall be recorded in the Clerk's Office.

10.04. Assignment of Rights by Declarant. Declarant reserves the right to assign to the Association, in whole or in part, any and all rights reserved herein by the Declarant. Upon and to the extent of any assignment of such rights, the Association shall assume all of Declarant's obligations which are incident thereto and Declarant shall have no further obligation or liability with respect thereto. The assignment of such rights shall be made by written instrument which shall be recorded in the Clerk's Office. If it has not already done so by express act, Declarant shall be deemed to have assigned all of its rights reserved herein to the Association at such time as all of the Property intended to be subdivided has been subjected to Subdivision Plats and Declarant no longer owns any Lots.

10.05. Severability. The invalidity of any provision of this Declaration shall in no way affect any other provisions hereof, which shall remain in full force and effect.

10.06. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Declaration or the context of any provision hereof.

10.07. Subordination of Lien of Deed of Trust. Sole Acting Trustee joins herein in accordance with the instructions of Noteholder for the purpose of subordinating the lien of the Deed of Trust to the provisions hereof.

WITNESS THE FOLLOWING SIGNATURES

PATRICK-LOUGHRAN PARTNERSHIP

By: *John T. Patrick by Dean Patrick P.O.*
John T. Patrick, General Partner

By: *Thomas P. Loughran by Dean Patrick P.O.*
Thomas P. Loughran, General Partner

HOLLYMEADE HOMEOWNERS'
ASSOCIATION

By: *Dean T. Patrick*
Name: Dean T. Patrick
Temporary Chairman

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Richmond to-wit:

The foregoing instrument was acknowledged before me this 10 day of Nov, 1999 by John T. Patrick, General Partner of Patrick-Loughran Partnership, by Dean T. Patrick, his attorney in fact.

My commission expires: 10/31/2001


NOTARY PUBLIC

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Richmond to-wit:

The foregoing instrument was acknowledged before me this 10 day of Nov, 1999 by Thomas P. Loughran, General Partner of Patric-Loughran Partnership, by Dean T. Patrick, his attorney in fact.

My commission expires: 10/31/2001

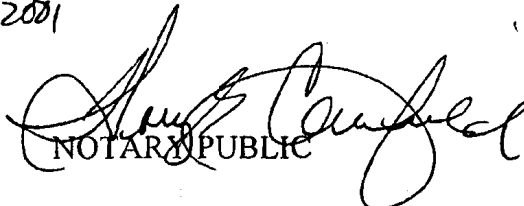

NOTARY PUBLIC

COMMONWEALTH OF VIRGINIA

CITY/COUNTY Richmond to-wit:

The foregoing instrument was acknowledged before me this 10 day of Nov, 1999 by Dean T. Patrick, temporary chairman of Hollymeade Homeowners Association, an unincorporated association on behalf of such association.

My commission expires: 10/31/2001


NOTARY PUBLIC