



Declaration Of
Rights, Restrictions,
Affirmative Obligations & Conditions



Declaration Of
Covenants & Restrictions



Sidewalk Easement Agreement

DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE
OBLIGATIONS AND CONDITIONS APPLICABLE TO ALL
PROPERTY IN HAMPTON PARK

WHEREAS, HAMPTON PARK ASSOCIATES, L.L.C., a Virginia limited liability company (the "Company") is the owner of certain lands located within a community known as "Hampton Park" in Chesterfield County, Virginia; and

WHEREAS, the Company wishes to declare certain restrictive covenants affecting certain lands in Hampton Park; and

WHEREAS, the Company entered into that certain Credit Line Deed of Trust, Assignment and Security Agreement dated as of August 28, 1996, recorded August 30, 1996 in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 2922 at Page 1, pursuant to which the Company granted a lien on the aforementioned lands to the Trustees for the benefit of Central Fidelity National Bank, a national banking association (the "Bank"), to secure certain obligations of the Company to such Bank more particularly described therein, and the Trustees, at the direction of the Bank, wish to join herein to subordinate the lien of such Deed of Trust to the provisions of this Declaration;

NOW, THEREFORE, the Company does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the lands described in Exhibit "A" attached hereto, and such additions thereto as may hereinafter be made pursuant to Section (10) of Part IV hereof.

DEFINITIONS

When used herein, the following words shall have the following meanings:

(a) "Association" shall mean and refer to Hampton Park Community Association, Inc., a Virginia non-profit corporation, its successors and assigns.

(b) "Clerk's Office" shall mean the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

(c) "Common Area" shall mean and refer to those tracts of land with any improvements thereon which are designated as "open space" on the Master Plan.

(d) "Company" shall mean Hampton Park Associates, L.L.C., a Virginia limited liability company, its successors and express assigns, and any agent or agents appointed by such company or licensees thereof, its or their successors and assigns.

(Text continued on next Page)

- (e) "Declaration" shall mean and refer to this instrument.
- (f) "Deed of Trust" shall mean and refer to that certain Credit Line Deed of Trust, Assignment and Security Agreement dated as of August 28, 1996, recorded August 30, 1996 in the Clerk's Office in Deed Book 2922 at Page 1.
- (g) "General Property Covenants" shall mean and refer to the covenants and restrictions contained in the Declaration.
- (h) "Hampton Park" shall mean and refer to the lands in Chesterfield, Virginia, which are shown as a part of Hampton Park on the Master Plan.
- (i) "HUD" shall mean the United States Department of Housing and Urban Development and any successor agency thereto.
- (j) "Joint Declaration" shall mean and refer to the Declaration of Covenants and Restrictions of the Hampton Park Community Association, Inc. and Hampton Park Associates, L.L.C., a Virginia limited liability company, recorded immediately subsequent hereto.
- (k) "Master Plan" shall mean and refer to the drawing which represents the conceptual plan for the future development of Hampton Park, as it may be amended from time to time.
- (l) "Member" shall have the meaning given to such term in the Articles of Incorporation of the Association.
- (m) "Neighborhood Area" shall mean and refer to areas in Hampton Park designated as neighborhoods on the Master Plan and subdivision plats recorded in the Clerk's Office.
- (n) "Owner" shall mean and refer to the Owner as shown by the real estate records in the Clerk's Office, whether it be one (1) or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot, but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to a trustee, mortgagee or holder of a deed of trust, its successors or assigns, unless it has acquired fee simple title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure, nor any Tenant of an Owner. In the event that there is recorded in the Clerk's Office a contract of sale where the purchaser is required to make payments for a period extending beyond nine (9) months from the date of the contract and where the purchaser does not receive title to the property until all such payments are made, although the purchaser is given the use of said property covering any Residential Lot, the Owner thereof shall be deemed to be the purchaser under said contract.
- (o) "Property" shall mean and refer to the Residential Lots, Common Area, and any other property described in Exhibit A hereto and such additions thereto as are subjected to this Declaration or any supplementary declaration under the provisions of Part IV.

(p) "Residential Lot" shall mean any subdivided parcel of land located within the Property which is intended for use as a site for a single family detached dwelling, as shown upon any recorded final subdivision map for any part of the Property. No parcel shall, however, be classified as a Residential Lot until the first day of the quarter of the year following after all of the following have occurred:

- (1) a plat has been recorded in the Clerk's Office showing such Residential Lot; and
- (2) the parcel has been placed on an inventory list of lots for sale submitted to the Association by the Company; and
- (3) in those cases where the parcel is owned by any third party other than the Company the parcel is sufficiently developed to be subject to Assessment, in the sole and uncontrolled discretion of the Board of Directors of the Association, as a Residential Lot.

(q) "Tenant" shall mean and refer to the lessee under a written agreement for the rent and hire of improvements on a Residential Lot to whom an Owner has assigned his rights as a Member.

(r) "Trustees" shall mean and refer to the individuals named as such in the Deed of Trust, or any individuals or entities substituted therefor by appropriate instrument recorded in the Clerk's Office.

PART I: COVENANTS, RESTRICTIONS AND
AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL
PROPERTY

1. Purpose of General Property Covenants. The primary purpose of these General Property Covenants is the creation of a community which is aesthetically pleasing and functionally convenient. The establishment of certain objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of Property and of technological advances and environmental values.

2. Implementation of General Property Covenants. In order to implement the purpose of these General Property Covenants, the Company may establish and amend from time to time architectural standards, construction specifications, uniform sign regulations, uniform mailbox and post lamp regulations, landscape guidelines, environmental rules and regulations, and other standards and guidelines which shall be binding on all Owners.

3. Actions by Company. Unless stated to the contrary herein, wherever the approval of or any determination by the Company is required in this Declaration, refusal or approval or such determination may be based by the Company upon any ground, including purely aesthetic

considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. If the Company fails to decline to give any required approval within forty-five (45) days following due written request therefore, such approval shall be deemed to have been given.

4. Approval of Plans. No building, fence, or other structure shall be erected, placed, or altered, nor, without the prior written approval of the Company, shall a building permit for such improvement be applied for on any portion of the Property until the proposed building plans, specifications, exterior color or finish, site plan, landscape plan and construction schedule shall have been approved in writing by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records.

5. Alterations to Buildings or Structures. No alteration in the exterior appearance of any building or structure, including exterior color or finish, shall be made without prior written approval by the Company (for so long as it is an Owner) and the Architectural Review Board (as such term is defined in the Joint Declaration).

6. Location of Improvements. Buildings and other structures shall be located and staggered so that the maximum view, privacy, sunlight, and breeze will be available to each building or structure and so that structures will be located with due regard to the topography of the Property, taking into consideration the location of large trees and other aesthetic and environmental considerations.

7. Parking. Space for the parking of automobiles off public streets shall be provided prior to the occupancy of any building or structure constructed on any portion of the Property. No boats, trailers, oversized or commercial vehicles shall be parked or stored overnight on any portion of the Property, including but not limited to portions of the Property dedicated to the County of Chesterfield for public use, other than a portion designated for such purpose, if any, by the Company and in compliance with County of Chesterfield ordinances pursuant to Part IV, Section 7.

8. Signage. No sign shall be erected or maintained on any portion of the Property until the proposed sign size, color, content and location shall have been approved in writing by the Company and be in compliance with County of Chesterfield ordinances pursuant to Part IV, Section 7.

9. Mailboxes; Alteration Thereof. No mailbox shall be erected or maintained on any portion of the Property until the proposed mailbox design, color, and location have been approved in writing by the Company. No alteration in the appearance of any mailbox shall be made without like prior written approval by the Company.

10. Post Lamps; Alteration Thereof. No post lamp shall be erected or maintained on any portion of the Property until the proposed post lamp design, color and location have been approved in writing by the Company. No alteration in the appearance of any post lamp shall be made without like prior written approval by the Company.

11. Utilities Easement. The Company reserves a perpetual, alienable, and releasable easement and right, on, over and under the Property to erect, maintain, and use electric, community antenna television, cable television, telephone and other utility poles, wires, cables, and conduits, streetlights, drainage ways, sewers and water mains, and all related equipment for the provision of electric, telephone, gas, sewer, water, drainage, or other public conveniences or utilities to the Property; provided, however, that no such utility easement shall be applicable to any portion of any Property that may (a) have been used prior to the installation of such utilities on such portion of the Property for construction of improvements whose plans were approved pursuant to this Declaration by the Company, or (b) may be designated as the site for a building on a site plan which has been approved in writing by the Company. The foregoing easement includes the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or to take any other similar action necessary to provide economical and safe utility services and to maintain reasonable standards of health, safety, and appearance. The Company will use its reasonable efforts to locate utility services along two (2) boundary lines of a Residential Lot.

12. Sidewalk Easement. The Company reserves a perpetual, alienable, and releasable easement and right to construct and maintain or to permit the construction and maintenance of sidewalks on the Property, provided, however, that the Company will use its reasonable efforts to locate or cause to be located such sidewalks within ten (10) feet of the rights of way lines of public streets within the Property. For the purposes of the easement granted in Article II, Section 2 of this Declaration, such sidewalks shall be deemed to be "Common Area".

13. Wells, Pumping Stations, Etceteras. The Company may locate wells, pumping stations, siltation basins, and tanks on the Property in compliance with County of Chesterfield ordinances pursuant to Part IV, Section 7, provided that it shall not do so on any Residential Lot without the prior written consent of the Owner thereof.

14. Topographical Changes. Except as expressly set forth in this Declaration, topographic and vegetation characteristics of the Property shall not be altered by excavation, grading, removal, reduction, addition, clearing, cutting, pruning, seeding, planting, transplanting, or any other means without the prior written approval of the Company. Should written notice be served by the Company upon any Owner requiring corrective alteration of topographic and vegetation characteristics pursuant to Sections 16 or 17 of this Part I, such notice shall be deemed to constitute the approval required herein.

15. Removal of Trees. Except as set forth below, no trees (other than those that are dead or diseased) measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the prior written approval of the Company. Any trees located within twenty (20) feet of the foundation of a single family detached dwelling constructed on a Residential Lot may be removed without the approval of the Company.

16. Easement for Pest and Fire Control. The Company reserves a perpetual, alienable, and releasable easement and right on, over and under any Property to dispense pesticides and take other actions necessary or desirable to control insects and vermin and to control fires on any Property or any improvements thereon.

PART II: ADDITIONAL RESTRICTIONS
AFFECTING COMMON AREA

1. Right to Convey. The Company reserves the right to dedicate, transfer, sell, convey, give, donate, or lease to the Association or to any third party any portion of the Common Area, subject to the provisions of this Part II and all other restrictions or limitations which the Company shall elect to impose, provided that so long as there is a Type "B" Member of the Association, as such term is defined in the Articles of Incorporation of the Association, the Company shall not dedicate, transfer, sell, convey, give, donate or lease Common Area to the Association without the approval of HUD. As an appurtenance to any such conveyance to the Association, the Association shall have all of the powers, immunities, and privileges reserved unto the Company in this Part II as well as all of the Company's obligations with respect thereto, provided, however, that so long as the Company is an Owner, the Company, in addition to and jointly with the Association, shall retain all rights reserved unto it in this Part II. Without limiting the generality of the foregoing, when it transfers, sells, conveys, gives, donates or leases to the Association or to any third party any portion of the Common Area, the Company shall be entitled to reserve for its own benefit such signage easements as in its sole discretion may be necessary or desirable. All Common Area shown and described on any recorded plat of any portion of the Property shall be conveyed to the Association free and clear of all encumbrances before HUD insures the first mortgage secured by a deed of trust on a Lot.

2. Easement in Common Area. An easement in the Common Area is hereby granted to the Owners, Tenants, and their guests, which easement shall entitle such Owners, Tenants, and guests to enjoy the Common Area subject to rules and regulations established from time to time by the Company and subject to the restrictions contained herein. Such easement shall be appurtenant to title to each Lot. The granting of the foregoing easement in no way grants to anyone other than Owners, Tenants and their guests the right to enter the Common Area without the prior written permission of the Company. If ingress to or egress from any Lot is through any Common Area, any conveyance or encumbrance of such Common Area shall be subject to an easement for the benefit of the Owner of such Lot permitting ingress to and egress from such Lot across such Common Area.

3. Improvements. The Common Area may be improved and employed with facilities for social, recreational and community buildings, public and private clubs, playground areas and other recreational facilities, and indoor and outdoor recreational establishments. Such facilities may include, but shall not be limited to, appropriate buildings, structures, roads, driveways, parking areas and utility equipment.

4. Company's Right of Access. The Company reserves the right to enter upon the Common Area to construct, landscape, maintain and operate any improvements located thereupon. The Company further reserves the right to authorize the construction, landscaping, maintenance or operation of such facilities within the Common Area (including maintenance of landscaping thereupon) by the Association or any other third party.

PART III: ADDITIONAL RESTRICTIONS
AFFECTING RESIDENTIAL LOTS

1. Minimum Size Requirements. Plans required under Part I of this Declaration shall be approved only if the proposed house, dwelling unit, or other structures will have the required minimum square footage of enclosed finished dwelling space (excluding garages, terraces, decks, open porches, screened porches, attached utility or storage areas, and similar areas) specified in each sales contract and/or stipulated in each deed.

2. Use. Subject to the right of the Company to use one or more Residential Lots for the purpose of its sales offices and models, all Residential Lots shall be used solely for residential purposes, recreational purposes incidental thereto, and for customary accessory uses. The use of a portion of a dwelling unit on a Residential Lot as an office by an Owner or Tenant shall be considered a residential use provided that, in the opinion of the Company, such use does not create undue customer or client traffic, as determined by the Company, to and from the Residential Lot and such use is in compliance with County of Chesterfield ordinances pursuant to Part IV, Section 7.

3. Permitted Structures. No structure shall be erected, altered, placed or permitted to remain on a Residential Lot other than one (1) detached single family dwelling and one (1) small accessory building (which may include a detached private garage), provided that, in the opinion of the Company, the use of such accessory building does not overcrowd the Lot and such accessory building is in compliance with County of Chesterfield ordinances pursuant to Part IV, Section 7. Such accessory building may not be constructed prior to the construction of the detached single family dwelling.

4. Guest Wings. A guest suite or like facility may be included as part of the single family detached dwelling or accessory building on any Residential Lot provided, however, that, in the opinion of the Company, such suite would not result in over-crowding the Lot, as determined by the Company and such suite is in compliance with County of Chesterfield ordinances pursuant to Part IV, Section 7. No such suite or facility may be rented or leased except as part of the rental or lease of all improvements on the Residential Lot.

5. Completion of Exterior of Improvements. The exterior of each detached single family dwelling and all other structures on all Residential Lots must be completed within one (1) year after the construction of same shall have commenced except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities, and may not be occupied, whether temporarily or permanently, until such exterior is so completed. During the continuance of construction, the Owner of the Lot shall require the contractor to maintain the Lot in a reasonably clean and uncluttered condition. Provided the Company has given the Owner prior written notice of the Owner's failure to so complete such exterior, and the Owner has failed to complete or cause to be completed such exterior within thirty (30) days of the date of such notice, in the event such exterior is not so completed, the Company shall be entitled to take any action necessary to complete such exterior or, if in the Company's opinion it is appropriate to do so, to demolish

any uncompleted improvements and restore the Residential Lot to its condition prior to the commencement of construction.

6. Screening of Facilities. Each Owner shall provide one or more screened areas to serve as service yards and areas in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, and other unsightly objects may be placed or stored in order to conceal them from view from the road and adjacent Property. Garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground at locations approved in writing by the Company prior to construction.

7. Exterior Clotheslines; Deck and Porch Railings. No exterior clotheslines, wooden or metal racks, or other apparatus suited or intended to be used for air-drying of wet garments may be erected by any Owner. Deck and porch railings shall not be used for the purpose of drying any linens or garments of any kind by any Owner.

8. Garbage Pickup. Curbside pickup of recyclable materials shall be permitted subject to such rules and regulations as the Company may elect to impose. Curbside garbage pickup shall not be permitted unless it is required by the County or approved by the Company. The Company reserves the right to enter into a "master" garbage pickup contract applicable to all Residential Lots or to authorize the Association to do so.

9. Limitation on Types of Structures. No mobile home, trailer, tent, barn or other similar out building or structure shall be placed on any Residential Lot at any time, either temporarily or permanently. Boats, utility trailers, campers, recreational vehicles, oversized vehicles, or utility trailers may be placed or stored on a Residential Lot, but only within an approved enclosed or screened area such that they are not generally visible from adjacent Property. The Company shall be entitled to limit the size of any such items in connection with approving a storage area therefore.

10. Temporary Structures. No structure of a temporary character shall be placed upon any Residential Lot at any time, other than shelters or temporary structures used by the contractor during the construction of the detached single family dwelling, the design and color of which have been approved in writing by the Company. No permitted temporary shelter may remain on a Residential Lot after completion of construction of the detached single family dwelling.

11. Limitation on Antennas, Etceteras. Except as provided below, no antenna, radio receiver, radio sender, or similar device shall be attached to or installed on any Residential Lot or on the exterior portion of any building or structure on any Residential Lot. The Company may install or approve the installation of equipment necessary for a master antenna system, community antenna television, mobile radio systems, or other similar systems. To the extent permitted by applicable law, the Company shall have the right to approve the size, location and screening of any satellite receiver dish on a Residential Lot or Common Area. Nothing herein contained shall be construed to give any Owner the right to install and utilize a satellite receiver on any portion of the Common Area.

12. Subdivision. Except as set forth below, no Residential Lot shall be subdivided or its boundary lines changed without the prior written consent of the Company and compliance with County of Chesterfield ordinances pursuant to Part IV, Section 7. The Company may replat any Residential Lot owned by it and take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site, including, but not limited to, the relocation of easements, walkways, rights of way, private roads, bike trails, bridges, parks, recreational and community facilities and other amenities to conform to the new boundaries of said replatted Lot, provided that no Residential Lot as originally shown on a recorded plat is reduced to a size more than ten percent (10%) smaller than the smallest Residential Lot shown on the first plat of the subdivision section recorded in the Clerk's Office. In addition, two (2) or more contiguous Residential Lots may be combined by an Owner into one (1) larger Residential Lot, and, in such event, only the exterior boundary lines of the resulting larger Residential Lot shall be considered in the interpretation of this Declaration.

13. Upkeep. Every Owner shall take such actions as may be necessary to assure that the grounds and all buildings and structures on such Owner's Residential Lot are kept free of unclean, unsightly, unkempt, unhealthy, or unsafe conditions. Provided that the Company has given an Owner written notice of action required to assure that the grounds and all buildings and structures on such Owner's Residential Lot are kept free of unclean, unsightly, unkempt, unhealthy, or unsafe conditions, and the Owner has failed to take such action within fifteen (15) days of the date of such notice, the Company shall have the right to enter upon the Residential Lot to perform action required to establish and maintain effective erosion control.

14. Erosion Control. Every Owner shall take such actions as may be necessary to maintain effective erosion control on Residential Lots. Provided that the Company has given an Owner written notice of action required to establish and maintain effective erosion control on any Residential Lot, and the Owner has failed to take such action within seven (7) days of the date of such notice, the Company shall have the right to enter upon the Residential Lot to perform action required to establish and maintain effective erosion control.

15. Control of Vegetation. Every Owner shall take such actions as may be necessary to remove underbrush, weeds or other unsightly growth that detracts from the overall beauty, setting and safety of the Property from Residential Lots. Provided the Company has given written notice to an Owner of the presence on a Residential Lot of underbrush, weeds or other unsightly growth that in the Company's opinion detracts from the overall beauty, setting and safety of the Property, and the Owner has failed within thirty (30) days of the date of such notice to correct such condition, the Company may enter upon the Residential Lot to mow, remove, clear, cut or prune such underbrush, weeds, or other unsightly growth.

PART IV: DURATION; TERMINATION; ADDITIONS; RELATIONSHIP TO
ZONING ORDINANCES; LIMITATIONS; VIOLATION;
AFTERWORD; SUBORDINATION

1. Duration. This Declaration shall run with the land for an initial term of thirty (30) years from the its date of execution. Upon the expiration of said thirty (30) year period, this

Declaration shall be automatically extended for successive terms of ten (10) years (the number of such extension terms being unlimited), unless this Declaration is terminated in the manner set forth below.

2. Termination of Declaration. This Declaration shall be terminated at the end of the then-current term if, during the last year of such term, the Owners vote in favor of terminating this Declaration at a duly called meeting.

3. Amendments. Subject to the rights granted the Company in Sections 6 and 10 of this Part IV, all proposed amendments to this Declaration shall be submitted to a vote of the Owners at a duly called meeting. The procedures for notice of meeting and voting shall be the same as those set forth in the Articles of Incorporation of the Association for meetings of all Members. Any such amendment shall be deemed approved if two-thirds (2/3rds) of the Members present at such meeting in person or by proxy (exclusive of the Company) vote in favor thereof and (so long as there is a Type "B" Member of the Association, as such term is defined in the Articles of Incorporation of the Association) such amendment has been approved by HUD. No such amendment shall become effective earlier than sixty (60) days following the date of its adoption.

4. Quorum Requirements. For the purposes of any meetings held pursuant to this Part IV, the presence at such meeting of Owners or proxies entitled to cast sixty percent (60%) of the total vote of all the Owners entitled to vote shall constitute a quorum. If the required quorum is not present, the Company may call another meeting or meetings subject to the giving of proper notice, and the required quorum at such subsequent meeting or meetings shall be one-half (1/2) of the required quorum at the preceding meeting.

5. Notice of Termination or Amendment. If this Declaration is terminated or amended, a certificate of termination or an addendum to this Declaration shall be recorded by the Company in the Clerk's Office. Such instrument shall set forth the date of the meeting at which action was taken, the nature of the action taken, the effective date of the action, the date that notice of such meeting was given, the total number of votes of Owners entitled to vote on such action, the total number of votes required to constitute a quorum, the total number of votes present, the total number of votes necessary to approve such action, the total number of votes cast in favor of such action, and the total number of votes cast against such action.

6. Additional Restrictive Covenants. The Company may add additional restrictive covenants affecting the Property or any portion thereof prior to its conveyance to the Association or to any other third party, or to limit the application of these covenants thereto with the approval of HUD.

7. Relationship To Zoning Ordinances, Etceteras. The provisions of this Declaration are subject and subordinate to the County zoning, subdivision and other ordinances. In the event any provision of this Declaration is less restrictive than a comparable provision in such zoning, subdivision or other ordinances, such zoning, subdivision or other ordinances shall prevail. Without limiting the generality of the foregoing, such ordinances affect the portion of a Lot

upon which the Company may permit parking of boats, trailers, oversized or commercial vehicles pursuant to Part I, Section 7; the types of signage that may be approved by the Company pursuant to Part I, Section 8; the ability to locate wells, pumping stations, and similar facilities on the Property pursuant to Part I, Section 13; the use of a portion of a dwelling as an office pursuant to Part III, Section 2; the percentage of Lot area that may be covered by principal and accessory structures, if any, permitted pursuant to Part III, Section 3; the scope of facilities provided within any guest suite, wing or like facility permitted pursuant to Part III, Section 4; and the provisions for resubdivision of Lots set forth in Part III, Section 12.

8. Remedy for Breach. In the event of a violation or breach or threatened violation or breach of any of the provisions herein, the Owners (jointly or severally), the Association, and the Company shall independently have the right to proceed at law or in equity to compel compliance to the terms hereof. The Company also shall have the right to enter upon any portion of the Property where such violation or breach exists and summarily abate or remove the same at the expense of the owner thereof. If the nature of such violation or breach is such, in the opinion of the Company, as to require immediate corrective action, the Company shall have such right after written notice to the owner of the portion of the Property affected and the failure by the owner to take satisfactory immediate corrective action; in any other event, except as otherwise set forth herein, the Company shall have such right if, after thirty (30) days written notice of such violation or breach, it shall not have been corrected.

9. Failure No Waiver. The failure by the Owners, the Association, or the Company to enforce any right, reservation, restriction or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce as to any other right, reservation, restriction or condition contained herein.

10. Costs of Corrective Action; Lien. Whenever the Company takes any corrective action pursuant to Section 8 of this Part IV, the cost thereof shall be a personal obligation of the owner of the portion of the Property affected at the time such costs are incurred. The cost shall be billed at the completion of such corrective action, and all bills shall be due and payable thirty (30) days from the date of mailing of same. If the cost is not paid when due, the Company may sue for a judgment, and, in addition to such cost, recover the costs of preparing and filing a complaint, a reasonable attorney's fee, and interest at the legal rate from the due date.

The cost of corrective action and all other amounts the Company is entitled to recover shall constitute a lien on the portion of the Property affected and the improvements thereon, which lien shall run with the land. Such lien shall be subordinate to the lien of any first deed of trust placed upon the affected portion of the Property.

11. Subjection of Additional Property to Declaration. Provided that it does so with the approval of HUD, the Company may subject additional property to this Declaration, whether such property is owned by the Company or by others, by recording an appropriate supplementary declaration, the provisions of which are not inconsistent with the plan of this Declaration, but such modifications shall have no effect upon the Property as initially described in Exhibit "A" or upon any prior additions to the Property.

12. Assignment. By written instrument recorded in the Clerk's Office, the Company may assign to the Association or any other third party in whole or in part all of its rights and obligations in this Declaration, subject to any conditions, limitations, or restrictions which the Company may elect to impose. Following any such assignment, such third party or the Association shall assume all of the Company's obligations which are incident thereto (if any), and the Company shall have no further obligation or liability with respect thereto. So long as the Company is an Owner, no such assignment shall limit the rights of easement and other rights of entry reserved unto the Company in this Declaration, or the right of the Company to act to prevent a violation or breach of this Declaration as provided for herein.

13. Appointment of Association as Agent. The Company may appoint the Association as its agent to administer and enforce this Declaration. Such appointment may be temporary or permanent, and shall be subject to any conditions, limitations, or restrictions which the Company may elect to impose. Upon any such appointment, the Association shall assume any obligations which are incident thereto.

14. Company Not Liable; No Trespass; No Affirmative Duty. The Company shall not be liable to any person on account of any claim, liability, damage, or expense suffered, incurred by, or threatened against such person arising out of or as a result of any action by the Company pursuant to this Declaration. No entry by the Company upon the Property pursuant to this Declaration shall be deemed a trespass. No reservation of rights by the Company in this Declaration shall be construed to impose on the Company a burden of affirmative action of any kind or nature whatsoever.

15. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when delivered personally or sent by mail, with the proper postage affixed, to the address appearing on the Association's records. Notice to one (1) of two (2) or more joint Owners or joint Tenants of a Residential Lot shall constitute notice to all joint Owners or joint Tenants. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is delivered or mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

16. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof, which are hereby declared to be severable and which shall remain in full force and effect.

(Text continued on next Page)

17. Subordination of Deed of Trust. The Deed of Trust shall be inferior in lien and dignity to the provisions of this Declaration. Trustees or either of them, at the direction of the Bank, join herein for the sole purpose of consenting to this Declaration.

WITNESS the following signature pursuant to due authority as of the 6th day of March, 1997.

HAMPTON PARK ASSOCIATES, L.L.C., a Virginia limited liability company, by its Members

HAMPTON ASSOCIATES, L.C., a Virginia limited liability company

By: H. Clem Carlisle, III
H. Clem Carlisle, III
Manager

BUILDER RESOURCE AND DEVELOPMENT CO., L.C., a Virginia limited liability company

By: Warner L. Blunt, III
Warner L. Blunt, III
Manager

CENTRAL FIDELITY NATIONAL BANK, a national banking association

By: T. Mark Smith
Name: T. MARK SMITH
Title: A.V.P.

Jan A. Seaman, Jr.
Trustee

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 6th day of March, 1997, in my jurisdiction aforesaid, by H. Clem Carlisle, III, Manager of Hampton Associates, L.C., a Virginia limited liability company, a Member of Hampton Park Associates, L.L.C., a Virginia limited liability company, on behalf of such company.

My commission expires: 5 13 00

Sharon H. Shepard
Notary Public

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 6th day of March, 1997, in my jurisdiction aforesaid, by Warner L. Blunt, III, Manager of Builder Resource and Development Co., L.C., a Virginia limited liability company, a Member of Hampton Park Associates, L.L.C., a Virginia limited liability company, on behalf of such company.

My commission expires: 5 13 100

Sharon H. Shepard
Notary Public

COMMONWEALTH OF VIRGINIA

CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 14th day of March, 1997, in my jurisdiction aforesaid, by John A. Warner, III, Trustee.

My commission expires: 10 131 100

Debra C. Adams
Notary Public

CITY/COUNTY OF Richmond, to wit:

The foregoing instrument was acknowledged before me this 14th day of March, 1997, in my jurisdiction aforesaid by J. Mark Smith, Asst. Vice President of Central Fidelity National Bank, a national banking association, on behalf of such Bank.

My commission expires: 10/31/00 .

Rosemary C. Adams

Notary Public

EXHIBIT "A"

BOOK 3020 PAGE 461

PROPERTY

ALL those certain lots, pieces or parcels of land, lying and being in the Matoaca Magisterial District of Chesterfield County, Virginia, containing 175.439 acres, shown and described as Parcels "A", "C", "D" and "E" on that certain compiled plat of survey dated August 7, 1996, entitled "Compiled Plat of Several Parcels of Land Lying on the South Line of U. S. Route 360," prepared by Timmons, a copy of which was attached to and recorded with the Deed referred to below, and to which plat reference is hereby made for a more particular description of the property. The foregoing plat was recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia on August 30, 1996, in Plat Book 91, at Page 69.

BEING the same property conveyed by Malbone Associates, a Virginia general partnership, by Deed dated as of August 28, 1996 to Hampton Park Associates, L.L.C., a Virginia limited liability company, which Deed was recorded August 30, 1996 in the aforesaid Clerk's Office in Deed Book 2921, at Page 993.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 26 DAY OF MAR 1997, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE . . . , ADMITTED TO RECORD AT 14:47 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-202 IN THE AMOUNT OF \$.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK

07.03.97 47 010775

DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE HAMPTON PARK COMMUNITY ASSOCIATION, INC.
AND HAMPTON PARK ASSOCIATES, L.L.C., A VIRGINIA
LIMITED LIABILITY COMPANY

BOOK 3020 PAGE 462

THIS DECLARATION, made this 6th day of March, 1997 by HAMPTON PARK COMMUNITY ASSOCIATION, INC., a Virginia non-stock corporation ("Association"), HAMPTON PARK ASSOCIATES, L.L.C., a Virginia limited liability company ("Company"), CENTRAL FIDELITY NATIONAL BANK, a national banking association ("Bank"), and JOHN A. SEAMAN, III and G. ANDREW NEA, Trustees, either of whom may act ("Trustees").

WITNESSETH:

WHEREAS, the Company is the owner of the real property located in Chesterfield County, Virginia and described in Article II of this Declaration and desires to create thereon a community with a balanced representation of the residential and recreational uses to be known as "Hampton Park"; and

WHEREAS, the Company desires to provide for the preservation of values and for the maintenance of common facilities and services and for a vehicle for the administration and enforcement of covenants and restrictions; and

WHEREAS, the Company has caused to be incorporated under the laws of the State of Virginia a non-stock corporation, Hampton Park Community Association, Inc., for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth; and

WHEREAS, the Company entered into that certain Credit Line Deed of Trust, Assignment and Security Agreement dated as of August 28, 1996, recorded August 30, 1996 in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 2922 at Page 1, pursuant to which the Company granted a lien on the aforementioned property to the Trustees for the benefit of the Bank, to secure certain obligations of the Company to the Bank more particularly described therein, and the Trustees, at the direction of the Bank, wish to join herein to subordinate the lien of such Deed of Trust to the provisions of this Declaration;

NOW, THEREFORE, the Company declares that the real property described in Article II, and such additions thereto as may hereinafter be made pursuant to Article II, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, and liens hereinafter set forth.

(Text continued on next Page)

ARTICLE I: DEFINITIONS

When used in this Declaration the following words and terms shall have the following meanings:

(a) "Affiliates" shall mean Malbone Associates, a Virginia general partnership, Skinquarter Properties, Incorporated, a Virginia corporation, and any other entity controlled by or under common control with the Company or its members.

(b) "Annual Assessment" shall mean and refer to the assessment amounts set forth in Section 3 of Article IV of this Declaration.

(c) "Architectural Review Board" shall mean and refer to the body to be appointed by the Board of Directors of the Association pursuant to Section 2(b) of Article VI of this Declaration.

(d) "Association" shall mean and refer to Hampton Park Community Association, Inc., a Virginia non-stock corporation, its successors and assigns.

(e) "Basic Assessment" shall mean and refer to the assessment levied by the Company or the Trustee, as the case may be, pursuant to Section 14(b) of Article VII of this Declaration.

(f) "Clerk's Office" shall mean the Clerk's Office of the Circuit Court of Chesterfield, Virginia.

(g) "Common Area" shall mean and refer to those tracts of land with any improvements thereon which are designated as "open space" on the Master Plan or are otherwise intended to be conveyed by the Company to the Association for the use and enjoyment of its Members rather than developed as Residential Lots, and all Sidewalks.

(h) "Company" shall mean Hampton Park Associates, L.L.C., a Virginia general partnership, its successors and assigns, and any agent or agents appointed by such company or licensees thereof, its or their successors and express assigns.

(i) "County" shall mean and refer to Chesterfield County, Virginia.

(j) "Covenants" shall mean and refer to the provisions of this Declaration.

(k) "CPI" shall mean and refer to the Consumer Price Index, U.S. City Average, All Items (1967-100) issued by the U.S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas", or, in the event such Index is discontinued, the most similar index (in the opinion of the Association) published by the United States Government that may be procured indicating changes in the cost of living.

(l) "Declaration" shall mean and refer to this instrument.

(m) "Deed of Trust" shall mean and refer to that certain Credit Line Deed of Trust, Assignment and Security Agreement dated as of August 28, 1996, recorded August 30, 1996 in the Clerk's Office in Deed Book 2922 at Page 1.

(n) "General Property Covenants" shall mean and refer to the covenants and restrictions contained in the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to all Property in Hampton Park recorded prior to this Declaration in the Clerk's Office.

(o) "Hampton Park" shall mean and refer to the lands in Chesterfield County, Virginia, which are shown as a part of Hampton Park on the Master Plan.

(p) "HUD" shall mean the United States Department of Housing and Urban Development and any successor agency thereto.

(q) "Improved Residential Lot" shall mean and refer to a Residential Lot that has been improved by the construction of a detached single family dwelling for which a certificate of occupancy has been issued by the County.

(r) "Limited Special Assessment" shall mean and refer to assessments by the Association pursuant to Section 11 of Article IV of this Declaration.

(s) "Master Plan" shall mean and refer to the drawing which represents the conceptual plan for the future development of Hampton Park, as it may be amended from time to time.

(t) "Member" shall have the meaning given to such term in the Articles of Incorporation of the Association.

(u) "Neighborhood Area" shall mean and refer to areas in Hampton Park designated as neighborhoods on the Master Plan and subdivision plats recorded in the Clerk's Office.

(v) "Owner" shall mean and refer to the owner as shown by the real estate records in the Clerk's Office, whether it be one (1) or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot, but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to a trustee, mortgagee or holder of a deed of trust, its successors or assigns, unless it has acquired fee simple title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure, nor any Tenant of an Owner. In the event that there is recorded in the Clerk's Office a contract of sale where the purchaser is required to make payments for a period extending beyond nine (9) months from the date of the contract and where the purchaser does not receive title to the property until all such payments are made, although the purchaser is given the use of said property covering any Residential Lot, the Owner thereof shall be deemed to be the purchaser under said contract.

(w) "Property" shall mean and refer to the Residential Lots, Common Area, and any other property described in Exhibit A hereto and such additions thereto as are subjected to this Declaration or any supplementary declaration under the provisions of Sections 2 and 3 of Article II hereof.

(x) "Reserve Fund" shall mean and refer to the fund created pursuant to Section 10 of Article IV of this Declaration.

(y) "Residential Lot" shall mean any subdivided parcel of land located within the Property which is intended for use as a site for a single family detached dwelling, as shown upon any recorded final subdivision map for any part of the Property. No parcel shall, however, be classified as a Residential Lot until the first day of the quarter of the year following after all of the following have occurred:

(1) a plat has been recorded in the Clerk's Office showing such Residential Lot; and

(2) the parcel has been placed on an inventory list of lots for sale submitted to the Association by the Company; and

(3) in those cases where the parcel is owned by any third party other than the Company the parcel is sufficiently developed to be subject to Assessment, in the sole and uncontrolled discretion of the Board of Directors of the Association, as a Residential Lot.

(z) "Sidewalks" shall mean sidewalks, if any, constructed pursuant to the easement granted in Part I, Section 12 of the General Property Covenants.

(aa) "Special Assessment" shall mean and refer to an assessment by the Association pursuant to Section 8 of Article IV of this Declaration.

(bb) "Tenant" shall mean and refer to the lessee under a written agreement for the rent and hire of improvements on a Residential Lot to whom an Owner has assigned his rights as a Member.

(cc) "Trustee" shall mean and refer to the person appointed by the Circuit Court of the County to be responsible for the Common Area on behalf of the Owners, as more fully set forth in Section 14 of Article VII of this Declaration.

(dd) "Trustees" shall mean and refer to the individuals named as such in the Deed of Trust, or any individuals or entities substituted therefor by appropriate instrument recorded in the Clerk's Office.

(ee) "Unimproved Residential Lot" shall mean and refer to any Residential Lot that is not an Improved Residential Lot.

ARTICLE II: EXISTING PROPERTY AND ADDITIONS

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to this Declaration is all that tract or parcel of land, situate, lying and being in Chesterfield County, Virginia more particularly described in Exhibit "A" attached hereto and by specific reference made a part hereof.

Section 2. Additions to Property by Company. Provided that it does so with the approval of HUD, the Company may subject additional property owned by it or by any of its Affiliates to this Declaration without the consent of the Association by recording an appropriate supplementary declaration, the provisions of which are not inconsistent with the plan of this Declaration, but such supplementary declaration shall have no effect upon the Property initially described in Exhibit "A" or upon any prior additions to the Property.

Section 3. Other Additions to Property. Upon approval in writing by the Company, HUD and of at least two-thirds (2/3rds) the Members present in person or by proxy at a duly called meeting, additional property owned other than by the Company or any of its Affiliates may be subjected to this Declaration by recording an appropriate supplementary declaration, the provisions of which are not inconsistent with the plan of this Declaration, but such supplementary declaration shall have no effect upon the Property initially described in Exhibit "A" or any prior additions to the Property.

ARTICLE III: PROPERTY RIGHTS IN COMMON AREA

Section 1. Easement of Enjoyment. Subject to the provisions of this Declaration, the rules and regulations of the Association, and any fees or charges established by the Association, every Member, every Tenant, every guest of such a Member, and employees and agents of the Company shall have an easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title of every Residential Lot. A Member's spouse, parents, children and grandchildren who reside with such Member in Hampton Park shall have the same easement of enjoyment hereunder as a Member.

As determined in the sole and uncontrolled discretion of the Board of Directors, certain guests may have access to and enjoyment of the Common Area subject to rules and regulations and user fees established by the Board of Directors.

Section 2. Extent of Members' Easements. The easement of enjoyment created hereby shall be subject to the following rights of the Association:

- (a) to borrow money from the Company or any lender for the purpose of improving and/or maintaining the Common Area and providing services authorized herein, or any other purpose permitted by the Articles of Incorporation of the Association, and, in aid thereof, to mortgage said Property, provided that any such mortgage is with the prior consent of two-thirds (2/3rds) of the Members,

- which consent may be evidenced by petition or an affirmative vote at a duly called meeting;
- (b) to take such steps as are reasonably necessary to protect the Common Area against foreclosures;
 - (c) to suspend the easement of enjoyment of any Member or guest of any Member for any period during which the payment of any assessment against a Residential Lot owned by such Member remains delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for non-payment of any assessment shall not constitute a waiver or discharge of the Member's obligation to pay the assessment;
 - (d) to charge reasonable admission and other fees for the use of recreational facilities and services on the Common Area;
 - (e) to permit the use of the Common Area by third parties engaged in providing goods or services to the Members (whether for profit or on a non-profit basis);
 - (f) to dedicate or transfer appropriate easements to any public or private utility on any part of the Common Area; and
 - (g) to give or sell all or any part of the Common Area, including leasehold interests, subject to the limitations and restrictions imposed by the General Property Covenants and all other restrictions and limitations of record at the time of any such gift or sale, to any public agency, authority, public service district, utility, or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided, however, that no such gift or sale of any parcel of land and improvements thereon, or determination as to the purposes or as to the conditions thereof, shall be effective unless such dedication, transfer, and determination as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4ths) of the votes cast at a duly called meeting of the Members. Upon any such conveyance, a true copy of such resolution, together with a certificate of the results of the vote taken thereon, shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and annexed to the deed and recorded therewith in the Clerk's Office. Such certificates shall be conclusive evidence of authorization by the membership. The gift or sale of any personal property owned by the Association shall be determined by the Board of Directors in its discretion.

Section 3. Certain Rights of Company. Notwithstanding anything contained in this Article III to the contrary, for so long as it is an Owner of one (1) or more Residential Lots that it holds available for sale to third parties, the Company and its express assigns shall be entitled to use and enjoy the Common Area, all improvements constructed on the Common Area and all

personal property related thereto for sales and marketing functions in connection with its efforts to sell such Lot(s), provided the exercise by the Company of the rights granted in this Section 3 does not materially adversely affect the interests of other Owners and/or the Association.

ARTICLE IV: COVENANTS FOR ASSESSMENTS

Section 1. Covenant to Pay Assessments. The Company and each Owner of a Residential Lot at the time any such assessment first becomes due covenant to pay to the Association annual assessments and special assessments for the purposes as provided for in this Article. In the case of co-ownership of a Residential Lot such co-owners shall be jointly and severally liable for the entire amount of any assessments.

Section 2. Purposes of Assessments. Annual assessments shall be used exclusively to improve, maintain, enhance, enlarge, and operate the Common Area, and to provide services which the Association is authorized to provide. Special assessments shall be used exclusively for the purposes set forth in Section 8 of this Article IV.

Section 3. Annual Assessment. Annual Assessments shall commence at the beginning of the calendar quarter following the first calendar quarter in which there is an Improved Residential Lot in Hampton Park. The initial Annual Assessment for each Improved Residential Lot shall be in the amount of Twenty and No/100 Dollars (\$20.00) per calendar quarter plus such Lot's prorata share of the cost from time to time of garbage collection for Hampton Park (if the Company or the Association enter into a "master" contract for garbage collection in Hampton Park pursuant to Part III, Section 7 of the General Property Covenants). Commencing at the beginning of the calendar quarter following the calendar quarter in which the swim and tennis facilities the Company intends to construct in Hampton Park are substantially completed and made available for use by the Owners, the Annual Assessment for each Improved Lot shall increase to Thirty-Five and No/100 Dollars (\$35.00) per calendar quarter plus such Lot's prorata share of the cost of garbage collection, as set forth above. Unimproved Residential Lots shall be subject to Annual Assessment at the same rate as Improved Residential Lots, provided no Unimproved Residential Lot shall be subject to Annual Assessment until the fifth (5th) calendar quarter following the calendar quarter in which it is first sold by the Company to an unrelated party (unless such Unimproved Residential Lot has become an Improved Residential Lot prior to such point).

Section 4. Automatic Increase in Annual Assessment. From and after January 1, 1999, the fixed portion of the Annual Assessment shall be automatically increased each year by the greater of (a) ten percent (10%), or (b) the percentage increase between the first and last months of the thirteen (13) month period terminating at the end of the third (3rd) quarter of the previous year in the CPI. For the purposes of determining the amount of such increase for 1999, the fixed portion of the Annual Assessment for 1998 shall be deemed to have been Thirty-Five and No/100 Dollars (\$35.00) per calendar quarter.

Section 5. Reduction in Annual Assessment. Subject to the limitation set forth below, the Board of Directors may levy an Annual Assessment for any given year the fixed portion of

which is in an amount less than that determined by the provisions of Sections 3 and 4 of this Article IV. However, the Board of Directors shall not exercise this right without the prior written consent of the Company until such time as the Company is no longer an Owner. In any year with respect to which the Board of Directors has levied an Annual Assessment the fixed portion of which is in an amount less than that determined by the provisions of Sections 3 and 4 of this Article IV, the Board of Directors may during such year levy a supplemental fixed assessment, provided the sum of the fixed portion of the Annual Assessment initially levied for such year and any supplemental fixed assessment(s) does not exceed the amount of the fixed portion of the Annual Assessment that would have been determined by the provisions of Sections 3 and 4 of this Article IV.

Section 6. Increase in Annual Assessment. The Board of Directors may propose from time to time an increase in the fixed portion of the Annual Assessment provided for in Sections 3 and 4 of this Article IV [whether to be in effect for one (1) year or a longer period], and, if any such increase is approved by the Members at a duly called meeting, an appropriate amendment to this Declaration shall be recorded in the Clerk's Office setting forth the increased amount thereof.

Section 7. Billing Dates for Annual Assessment. The Board of Directors shall bill Owners for the Annual Assessment annually or, in the Board's sole discretion, more frequently. Except as set forth below, payment shall be due within thirty (30) days of the date of the bill rendered. If the Board of Directors elects to utilize a third party billing service, such service shall set the date on which assessment bills shall be due and payable.

Section 8. Special Assessment. Subject to the provisions of this Section 8, the Association may levy a Special Assessment from time to time for construction, reconstruction, repair or replacement of, or additions to, capital improvements and for any personal property related thereto located upon the Common Area, or to repay any loan agreement entered into by the Association. No Special Assessment shall be levied without first being approved by the Members at a duly called meeting, the notice for which included one (1) statement from those Directors favoring the special assessment and one (1) statement from those Directors opposing the special assessment, if any, with each such statement containing the reasons for those Directors' support and opposition for the proposed Special Assessment and not exceeding five (5) pages in length.

Section 9. Amount of Special Assessment. The amount of any Special Assessment(s) made in one assessment year may not exceed the amount of the Annual Assessment for such year determined in accordance with Sections 3 and 4 of this Article IV unless a greater amount is required for an emergency situation or repairs required as a result of storm, fire, natural disaster, or other casualty loss.

Section 10. Reserve Fund. The Association shall establish a Reserve Fund with a portion of the proceeds of Annual Assessments to be held in an interest bearing account or investments as a reserve for major rehabilitation or repairs of improvements on the Common Area, emergency and other repairs required to such improvements as a result of storm, fire,

natural disaster, or other casualty loss, or the initial costs of any new services to be performed by the Association.

Section 11. Limited Special Assessment. Upon petition of seventy-five percent (75%) of all Owners within a particular Neighborhood Area, or two or more contiguous Neighborhood Areas, or with the approval of seventy-five percent (75%) of the affected Members at a duly called meeting, the Board of Directors may levy a Limited Special Assessment applicable only to each Owner within such Neighborhood Area or Areas, to undertake special neighborhood improvements, neighborhood rehabilitation or construction, special neighborhood security and neighborhood maintenance. For the purposes of this Section 11, the notice and quorum requirements for meetings of Members set forth in the Articles of Incorporation of the Association shall be applied. The Association may borrow to fund the object of any Limited Special Assessment, and repay any such loan with the receipts from the Limited Special Assessment.

Section 12. Certificates Relating to Assessments. At the request of an Owner, the Association or any billing service engaged by the Association shall furnish a certificate signed by an Officer of the Association setting forth the payment status of any Annual Assessment, Special Assessment, or Limited Special Assessment for which such Owner is responsible. Such certificate shall be conclusive evidence against all but the Owner of the information set forth therein.

Section 13. Lien Status of Assessment; Subordination. If any Annual Assessment, Special Assessment, or Limited Special Assessment is not paid within thirty (30) days of its due date, then such Assessment, together with interest thereon at the legal rate from the due date and costs of collection thereof (including a reasonable attorney's fee) become a charge and continuing lien on the Residential Lot against which such Assessment was made. The foregoing lien shall be subordinate to the lien of any first deed of trust placed upon the Residential Lot subject to such lien and to any liens arising in favor of the Company under the provisions of the General Property Covenants. The holder of a note secured by any such first deed of trust shall have no obligation to collect Assessments from the Owner of the Residential Lot encumbered thereby and the failure to pay Assessments shall not constitute a default under any such first deed of trust unless such first deed of trust shall provide to the contrary as a requirement of the holder of the note secured thereby.

Section 14. Remedies. If any Annual Assessment, Special Assessment, or Limited Special Assessment is not paid within sixty (60) days after the due date, the Association may bring an action at law against the Owner of the Residential Lot against which such Assessment was made to recover the amount of such Assessment, together with interest thereon at the legal rate from the due date and costs of collection thereof (including a reasonable attorney's fee).

ARTICLE V: FINANCIAL STATEMENTS; BOOKS AND RECORDS

Section 1. Annual Statements. Within ninety (90) days after the close of each fiscal year of the Association, the President, Treasurer, or such other officer as may have custody of the funds of the Association shall prepare and execute under oath a balance sheet for the Association as of the close of such fiscal year, and a statement of income and expense for such fiscal year. Such statement shall identify all creditors of the Association individually owed more than One Thousand Dollars (\$1,000) as of the fiscal year end. Such financial statements shall be provided to any Member or holder of a note secured by a first mortgage on any Residential Lot making a request therefor in writing, within thirty (30) days after receipt of such request.

Section 2. Annual Budget. The Board of Directors shall prepare and make available to all Members, at least sixty (60) days prior to the first day of each fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year. The first such budget shall be prepared for the year 1998, and shall be made available to all Members prior to November 1, 1997.

Section 3. Books and Records. The books and records of the Association shall be open to inspection by appointment during normal business hours by any Owner or holder of a note secured by a first mortgage on any Residential Lot.

ARTICLE VI: FUNCTIONS OF ASSOCIATION

Section 1. Ownership of Properties. The Association may own and/or maintain the Common Area and all improvements thereon and personal property related thereto for any purpose not inconsistent with its Articles of Incorporation.

Section 2. Minimum List of Functions and Services. Unless the Company shall consent to the contrary in writing, so long as the Company is an Owner, the Association shall:

- (a) Establish, levy and collect the Annual Assessments, Special Assessments (if any), and Limited Special Assessments (if any).
- (b) -Establish and operate an Architectural Review Board, which shall be composed of at least three (3) but not more than seven (7) Members, all of whom shall be appointed by the Board of Directors of the Association. At least one (1) Member of the Association other than representatives of the Company shall be appointed to the Architectural Review Board at all times. Unless the right to have a representative on the Board is waived in writing by the Company, at least one representative of the Company shall be appointed to such Board for so long as the Company is an Owner, and no Board decision shall be made without the affirmative vote of the Company's representative. The purpose of the Architectural Review Board shall be to approve any alterations to improvements duly constructed on the Property.

- (c) Maintain and operate the Common Area.
- (d) Should the Company appoint the Association its agent for such purposes or otherwise assign its rights to the Association for such purposes, administer and enforce the General Property Covenants, this Declaration, and any other covenants and restrictions of record, and assume responsibility for any obligations which are incident thereto.
- (e) Provide appropriate liability and hazard insurance coverage for improvements and activities on the Common Area.
- (f) Endeavor to provide appropriate Director's and Officers' Legal Liability Insurance for the directors and officers of the Association.
- (g) Keep a complete record of all its acts and corporate affairs.
- (h) Provide regular cleanup of all Sidewalks, roadway medians, cul-de-sac islands, entrances and bike trails throughout the Property, including, but not limited to, mowing grass on roadsides, cul-de-sac islands, entrances, and bike trails; landscape maintenance on roadsides, cul-de-sac islands, entrances, and bike trails; pickup and disposal of trash on roadsides, cul-de-sac islands, entrances, and bike trails, with such cleanup beginning for each Neighborhood Area as soon as construction of dwellings has commenced therein.
- (i) Maintain all directional signs, trail signs, and neighborhood and other area signs within the Property, including, but not limited to, painting, repair work and replacement as needed.
- (j) Repave or repair all trails and Sidewalks within the Property as needed.
- (k) Operate and maintain all streetlights along all public roads within the Property and on the Common Area.
- (l) Create and maintain the association disclosure packet that is the subject of Section 55-512 of the Code of Virginia (1950), as amended.

Section 3. Insurance. Insurance coverage on the Property shall be governed by the following provisions:

- (a) All insurance policies upon the Common Area shall be purchased by the Association for the benefit of the Association, the Owners and their mortgagees as their interests may appear. Certificates of mortgagee endorsement shall be issued upon request.

- (b) All buildings and improvements and all personal property included in the Common Area shall be insured in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against loss or damage by fire and other hazards covered by and standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to comparable improvements and property. All policies shall contain clauses providing for waiver of subrogation.
- (c) Public liability insurance shall be secured with limits of liability of no less than One Million Dollars (\$1,000,000) per occurrence and an endorsement to cover liability of the Owners as a group to a single Owner.
- (d) All insurance policies shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration. The sole duty of the Association as insurance trustees shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or in the Bylaws of the Association.

Section 4. Elimination of Encroachments, Etceteras. At the request of the Company, the Association shall grant such easements and enter into such deeds of conveyance as may in the Company's discretion be necessary in order to eliminate such encroachments, gaps, gores, overlaps, and other boundary line problems that may arise affecting the boundary line between any portion of the Common Area and any Residential Lot.

Section 5. Company Responsibility for Deficits. For so long as the Company is the Type "B" Member of the Association, if Annual Assessments are insufficient to fund the costs incurred by the Association in carrying out its responsibilities under this Article VI, the Company shall advance funds to the Association to cover the resulting deficit. Such advances shall be made within ten (10) days after receiving a statement from the Association setting forth the deficit amount and providing reasonable substantiation of such costs. The Company shall be reimbursed by the Association for the amounts, if any, so advanced from time to time out of cash on hand after the Association has paid its costs of operation on a current basis.

ARTICLE VII: GENERAL PROVISIONS

Section 1. Duration. This Declaration shall run with the land for an initial term of thirty (30) years from the its date of execution. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically extended for successive terms of ten (10) years (the number of such extension terms being unlimited), unless this Declaration is terminated in the manner set forth below.

Section 2. Termination of Declaration. This Declaration shall be terminated at the end of the then-current term if, during the last year of such term, the Owners vote in favor of terminating this Declaration at a duly called meeting.

Section 3. Amendments. Subject to the rights granted the Company in Sections 2 and 3 of Article II hereof and in Section 6 of this Article VII, all proposed amendments to this Declaration shall be submitted to a vote of the Owners at a duly called meeting. Any such amendment shall be deemed approved if two-thirds (2/3rds) of the Owners present at such meeting in person or by proxy vote in favor thereof (exclusive of the Company) and (so long as there is a Type "B" Member in the Association, as such term is defined in the Articles of Incorporation of the Association, such amendment has been approved by HUD. No such amendment shall become effective earlier than sixty (60) days following the date of its adoption.

Section 4. Quorum Requirements. For the purposes of any meetings held pursuant to this Article VII, the presence at such meeting of Owners or proxies entitled to cast sixty percent (60%) of the total vote of all the Owners entitled to vote shall constitute a quorum. If the required quorum is not present, the Company may call another meeting or meetings subject to the giving of proper notice, and the required quorum at such subsequent meeting or meetings shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 5. Notice of Termination or Amendment. If this Declaration is terminated or amended, a certificate of termination or an addendum to this Declaration shall be recorded by the Company in the Clerk's Office. Such instrument shall set forth the date of the meeting at which action was taken, the nature of the action taken, the effective date of the action, the date that notice of such meeting was given, the total number of votes of Owners entitled to vote on such action, the total number of votes required to constitute a quorum, the total number of votes present, the total number of votes necessary to approve such action, the total number of votes cast in favor of such action, and the total number of votes cast against such action.

Section 6. Additional Restrictive Covenants. The Company may add additional restrictive covenants affecting the Property or any portion thereof prior to its conveyance to the Association or to any other third party, or limit the application of these covenants thereto with the approval of HUD.

Section 7. Remedy for Breach. In the event of a violation or breach or threatened violation or breach of any provision contained herein, the Owners (jointly or severally), the Association, and the Company shall independently have the right to proceed at law or in equity to compel compliance with the terms hereof.

Section 8. Failure No Waiver. The failure by the Owners, the Association, or the Company to enforce any right, reservation, restriction or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce as to any other right, reservation, restriction or condition contained herein.

Section 9. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when delivered personally or sent by mail, with the proper postage affixed, to the address appearing

on the Association's records. Notice to one (1) of two (2) or more joint Owners or joint Tenants of a Residential Lot shall constitute notice to all joint Owners or joint Tenants. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is delivered or mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 10. Severability. Should any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way effect the other provisions hereof, which are hereby declared to be severable and which shall remain in full force and effect.

Section 11. Interpretation. The Board of Directors of the Association and the Company (for so long as the Company is an Owner) shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and their determination, construction, or interpretation shall be final and binding.

Section 12. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the Bylaws of the Association, unless the terms of this instrument provide otherwise.

Section 13. Other Agreements. In the event of any conflict between this Declaration and the General Property Covenants, the General Property Covenants shall prevail.

Section 14. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, determinations, consents or required approvals by or from the Company and/or the Association contemplated under this Declaration, the Company and/or the Association shall not be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld.

Section 15. Management and Contract Rights of Association. By action of its Board of Directors, the Association may enter into a contract with a management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the Common Area. Any contract entered into by the Association while the Company is in control thereof shall contain a provision allowing the Association to terminate such contract without justification or penalty at such time as the Company is no longer in control of the Association.

Section 16. Rights of Noteholders. Any holder of a note secured by a first mortgage on a Residential Lot shall be entitled, upon written request therefore, to receive written notice of (a) all meetings of the Association, (b) any condemnation or casualty loss that affects either

a material portion of the Property or the Residential Lot securing its mortgage, (c) any delinquency in the payment of any Annual Assessment, Special Assessment, Limited Special Assessment, or Basic Assessment (d) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, and (e) any proposed action that requires the consent of a specified percentage of mortgage holders. In addition, such noteholder shall be entitled to attend any meeting of the Association, and to be furnished upon written request with a copy of any insurance policies maintained by the Association pursuant to this Declaration.

Section 17. Subordination of Deed of Trust. The Deed of Trust shall be inferior in lien and dignity to the provisions of this Declaration. Trustees or either of them, at the direction of the Bank, join herein for the sole purpose of consenting to such subordination.

IN WITNESS WHEREOF, the Association and the Company have caused this instrument to be executed and their seals attached by their duly authorized officers as of the 6th day of February, 1997.
MARLH

HAMPTON PARK COMMUNITY ASSOCIATION, INC., a Virginia non-stock corporation

By: H. Clem Carlisle, III
H. Clem Carlisle, III
President

HAMPTON PARK ASSOCIATES, L.L.C., a Virginia limited liability company, by its Members

HAMPTON ASSOCIATES, L.C., a Virginia limited liability company

By: H. Clem Carlisle, III
H. Clem Carlisle, III
Manager

BUILDER RESOURCE AND DEVELOPMENT CO., L.C., a Virginia limited liability company

By: Warner L. Blunt, III
Warner L. Blunt, III
Manager

CENTRAL FIDELITY NATIONAL BANK, a national banking association

By: T. Mark Smith
Name: T. MARK SMITH
Title: A.V.P.

John A. Seaman, III
Trustee

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 6th day of March, 1997, in my jurisdiction aforesaid, by H. Clem Carlisle, III, as President of Hampton Park Community Association, Inc., a Virginia non-stock corporation, on behalf of such corporation, and as Manager of Hampton Associates, L.C., a Virginia limited liability company, a Member of Hampton Park Associates, L.L.C., a Virginia limited liability company, on behalf of such company.

My commission expires: 5/31/00,

Sharon H. Shepard
Notary Public

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 6th day of March, 1997, in my jurisdiction aforesaid, by Warner L. Blunt, III, Manager of Builder Resource and Development Co., L.C., a Virginia limited liability company, a Member of Hampton Park Associates, L.L.C., a Virginia limited liability company, on behalf of such company.

My commission expires: 5/31/00

Sharon H. Shepard
Notary Public

COMMONWEALTH OF VIRGINIA

BOOK 3020 PAGE 478

CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 14th day of March, 1997, in my jurisdiction aforesaid, by John A. Seaman, III Trustee.

My commission expires: 10/31/00 .

Rebecca C. Adams

Notary Public

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Richmond, to wit:

The foregoing instrument was acknowledged before me this 14th day of March, 1997, in my jurisdiction aforesaid by J. Mark Smith, Asst. Vice President of Central Fidelity National Bank, a national banking association, on behalf of such Bank.

My commission expires: 10/31/00 .

Rebecca C. Adams

Notary Public

EXHIBIT "A"

BOOK 3020 PAGE 479

PROPERTY

ALL those certain lots, pieces or parcels of land, lying and being in the Matoaca Magisterial District of Chesterfield County, Virginia, containing 175.439 acres, shown and described as Parcels "A", "C", "D" and "E" on that certain compiled plat of survey dated August 7, 1996, entitled "Compiled Plat of Several Parcels of Land Lying on the South Line of U. S. Route 360," prepared by Timmons, a copy of which was attached to and recorded with the Deed referred to below, and to which plat reference is hereby made for a more particular description of the property. The foregoing plat was recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia on August 30, 1996, in Plat Book 91, at Page 69.

BEING the same property conveyed by Malbone Associates, a Virginia general partnership, by Deed dated as of August 28, 1996 to Hampton Park Associates, L.L.C., a Virginia limited liability company, which Deed was recorded August 30, 1996 in the aforesaid Clerk's Office in Deed Book 2921, at Page 993.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 26 DAY OF MAR 1997, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE.... ADMITTED TO RECORD AT 14:47 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$1.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK

This instrument was prepared by Thomas E. Carr & Associates, P.C., Suite 650, 1100 Boulders Parkway, Richmond, Virginia 23225.

**CORRECTIVE AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS OF THE HAMPTON PARK COMMUNITY ASSOCIATION, INC.
AND HAMPTON PARK ASSOCIATES, L.L.C., A VIRGINIA LIMITED
LIABILITY COMPANY**

This CORRECTIVE AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF THE HAMPTON PARK COMMUNITY ASSOCIATION, INC. AND HAMPTON PARK ASSOCIATES, L.L.C., A VIRGINIA LIMITED LIABILITY COMPANY, dated as of January 9, 1998 ("Amendment"), between HAMPTON PARK COMMUNITY ASSOCIATION, INC., a Virginia nonstock corporation ("Association") and HAMPTON PARK ASSOCIATES, L.L.C., a Virginia limited liability company ("Declarant") recites and provides:

RECITALS

By Declaration of Covenants and Restrictions of the Hampton Park Community Association, Inc. and Hampton Park Associates, L.L.C., a Virginia limited liability company, dated March 6, 1997 and recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia on March 26, 1997 in Deed Book 3020, at Page 462, as modified by First Supplemental Declaration to Declaration of Covenants and Restrictions of the Hampton Park Community Association, Inc. and Hampton Park Associates, L.L.C., a Virginia limited liability company, recorded in the aforesaid Clerk's Office September 8, 1997, in Deed Book 3116, at Page 562 ("Original Declaration"), the parties imposed certain covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens on certain property located in Chesterfield County, Virginia and more particularly described in Exhibit "A" to the Original Declaration.

The parties have determined that certain bilateral drafting errors were made in the Original Declaration, and, by this Amendment, wish to correct such errors. This Amendment has been approved by the members of the Association in accordance with the provisions of the Original Declaration.

AMENDMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Original Declaration in the following respects:

1. Article IV, Section 3 is hereby deleted in its entirety and the following substituted in its stead:

"Section 3. Annual Assessment. Annual Assessments shall commence at the beginning of the calendar quarter following the first calendar quarter in which there is an Improved Residential Lot in Hampton Park. Effective January 1, 1998, the initial Annual Assessment for each Improved Residential Lot shall be in the amount of Twenty and No/100 Dollars (\$20.00) per calendar month plus such Lot's prorata share of the cost from time to time of garbage collection for Hampton Park (if the Company or the Association enter into a "master" contract for garbage collection in Hampton Park pursuant to Part III, Section 7 of the General Property Covenants). Commencing at the beginning of the calendar quarter following the calendar quarter in which the swim facilities the Company intends to construct in Hampton Park are substantially completed and made available for use by the Owners, the Annual Assessment for each Improved Lot shall increase to thirty-five and No/100 Dollars (\$35.00) per calendar month plus such Lot's prorata share of the cost of garbage collection, as set forth above. Unimproved Residential Lots shall be subject to Annual Assessment at the same rate as Improved Residential Lots, provided no Unimproved Residential Lot shall be subject to Annual Assessment until the fifth (5th) calendar quarter following the calendar quarter in which it is first sold by the Company to an unrelated party (unless such Unimproved Residential Lot has become an Improved Residential Lot prior to such point). "


2. In Article IV, Section 2, the words "per calendar quarter" appearing at the end of such Section are hereby deleted and the words "per calendar month" substituted in their stead.

3. Except as set forth above, the Original Declaration has not been further modified or amended and is in full force and effect as of the date hereof.

4. In the event of any conflict between the provisions of the Original Declaration and those of this Amendment, the provisions of this Amendment shall govern.


WITNESS the following signatures as of the year and date first above written.

HAMPTON PARK COMMUNITY ASSOCIATION, INC., a Virginia non-stock corporation

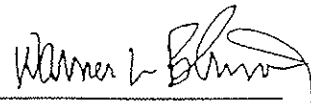
By: 
H. Clem Carlisle, III
President

HAMPTON PARK ASSOCIATES, L.L.C., a Virginia limited liability company, by its Members

HAMPTON ASSOCIATES, L.C., a Virginia limited liability company

By: 
H. Clem Carlisle, III
Manager

BUILDER RESOURCE AND DEVELOPMENT CO., L.C., a Virginia limited liability company

By: 
Warner L. Blunt, III
Manager

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 9th day of January, 1998, in my jurisdiction aforesaid, by H. Clem Carlisle, III, as President of Hampton Park Community Association, Inc., a Virginia non-stock corporation, on behalf of such corporation, and as Manager of Hampton Associates, L.C., a Virginia limited liability company, a Member of Hampton Park Associates, L.L.C., a Virginia limited liability company, on behalf of such company.

My commission expires: 1/31/01

Jean Thurston
Notary Public

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 9th day of January, 1998, in my jurisdiction aforesaid, by Warner L. Blunt, III, Manager of Builder Resource and Development Co., L.C., a Virginia limited liability company, a Member of Hampton Park Associates, L.L.C., a Virginia limited liability company, on behalf of such company.

My commission expires: 1/31/01

Jean Thurston
Notary Public

c:\winword\hpaamd.frm

VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 16 DAY OF JAN 1998, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE... ADMITTED TO RECORD AT 9:08 A.M. THE DAY ENDED BY SECTION FOLLOWING IN THE COUNTY OF CHESTERFIELD, VIRGINIA.

REC'D CIVIL CLERK
REGISTERED CLERK

This instrument was prepared by Thomas E. Carr & Associates, P.C., Suite 650, 1100 Boulders Parkway, Richmond, Virginia 23225.

SIDEWALK EASEMENT AGREEMENT **BOOK 3020 PAGE 410**

This SIDEWALK EASEMENT AGREEMENT, dated as of March 11, 1997 ("Easement"), by and between HAMPTON PARK ASSOCIATES, L.L.C., a Virginia limited liability company ("Grantor"), HAMPTON PARK COMMUNITY ASSOCIATION, INC., a Virginia non-stock corporation ("Grantee"), CENTRAL FIDELITY NATIONAL BANK, a national banking association ("Bank") and JOHN A. SEAMAN, III and/or, G. ANDREW NEA, Trustees, either of whom may act ("Trustees"):

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, but subject to the conditions set forth herein, Grantor does hereby grant and convey unto Grantee the following easements:

1. A perpetual non-exclusive easement to construct, use, enjoy, maintain, repair and replace sidewalks over, upon, across and beneath all pieces or parcels of land shown and described as "Private Pedestrian Easement" on that certain plat entitled "Hampton Park Section 1" prepared by Timmons, dated November 15, 1996, last revised January 22, 1997 ("Plat") and to be recorded immediately subsequent hereto in the Clerk's Office, Circuit Court, Chesterfield County, Virginia ("Clerk's Office").
2. A perpetual non-exclusive easement to construct, use, enjoy, maintain, repair and replace sidewalks over, upon, across and beneath all pieces or parcels of land, if any, hereafter shown and described as "Private Pedestrian Easement" on any future subdivision plats of the property described in Schedule A attached hereto and by this reference made a part hereof ("Property"), which subdivision plats are hereafter recorded in the Clerk's Office ("Additional Plats").

3. A perpetual non-exclusive easement to construct, use, enjoy, maintain, repair and replace sidewalks over, upon, across and beneath all portions of the Property not shown and described as "Private Pedestrian Easement" on the Plat or any Additional Plats.

The property affected by the first two easements granted above is hereinafter referred to as the "Specific Easement Area". The property affected by the third easement granted above is hereinafter referred to as the "General Easement Area". The foregoing easements are granted subject to the following conditions:

1. The easements shall be for the benefit of every Member, every Tenant, every guest of such a Member, and employees and agents of the Company, as all such capitalized terms are defined in the Declaration of Covenants and Restrictions of the Hampton Park Community Association, Inc. and Hampton Park Associates, L.L.C., a Virginia Limited Liability Company ("Joint Declaration") to be recorded subsequent hereto in the Clerk's Office.
2. Until such time as there no longer is a Class "B" Member of Grantee under the provisions of Article III of Grantee's Articles of Incorporation (as filed with the State Corporation Commission of the Commonwealth of Virginia on February 14, 1997 or as thereafter amended), Grantee shall not construct sidewalks pursuant to the easements without such Class "B" Member's prior written consent, which consent such Class "B" Member shall not be obligated to give.
3. If Grantee at any time constructs sidewalks within the General Easement Area, Grantee agrees to use its reasonable efforts to locate such sidewalks within ten (10) feet of the rights of way lines of public streets within such Area. Grantee shall not be entitled to locate any such sidewalks or portion thereof further than ten (10) feet from the rights of way lines of public streets within such Area unless Grantee reimburses the affected owner or owners for the reasonable costs actually incurred by such owner or owners in removing and replacing any landscaping or other improvements that must be removed or replaced to accommodate such sidewalks or portion thereof, provided such landscaping or other improvements previously were approved in accordance with the requirements of Part I, Section 4 of the Declaration of Rights, Restrictions, Affirmative Obligations and

Conditions Applicable to All Property in Hampton Park ("General Covenants") to be recorded subsequent hereto in the Clerk's Office.

4. This Sidewalk Easement Agreement is being entered into in connection with development by Grantor of a community known as Hampton Park and located in Chesterfield County, Virginia. Grantee acknowledges that in connection with development of such community, and pursuant to an easement reserved by Grantor in Part I, Section 12 of the General Covenants, Grantor or its designees may construct sidewalks within the Easement Area and that this Sidewalk Easement Agreement is not intended and shall not be construed to modify or diminish in any manner whatsoever the obligations with respect thereto imposed on Grantee under the Joint Declaration (including, without limitation, the obligations set forth in Article VI, Section 2 thereof).

Trustees, or either of them, at the direction of the Bank, join herein for the sole purpose of agreeing that that certain Credit Line Deed of Trust, Assignment and Security Agreement dated as of August 28, 1996, recorded August 30, 1996 in the Clerk's Office in Deed Book 2922, at Page 1 shall be inferior in lien and dignity to the provisions of this Sidewalk Easement Agreement.

WITNESS the following signatures pursuant to due authority.

GRANTOR:

HAMPTON PARK ASSOCIATES, L.L.C., a
Virginia limited liability company, by
HAMPTON ASSOCIATES, L.C., a Virginia
limited liability company, Authorized
Member

By:



H. Clem Carlisle, III
Manager

GRANTEE:

HAMPTON PARK COMMUNITY ASSOCIATION, INC., a Virginia non-stock corporation

By: H. Clem Carlisle, III
H. Clem Carlisle, III
President

BANK:

CENTRAL FIDELITY NATIONAL BANK, a national banking association

By: T. Mark Smith
Name: T. MARK SMITH
Title: A.V.P.

TRUSTEE:

James P. Seaman, III
Name:

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Chesterfield to wit:

The foregoing instrument was acknowledged before me this 11th day of March, 1997, in my jurisdiction aforesaid by H. Clem Carlisle, III, in his capacities as Manager of Hampton Associates, L.C., a Virginia limited liability company, Authorized Member of Hampton Park Associates, L.L.C., a Virginia limited liability company, and as President of Hampton Park Community Association, Inc., a Virginia non-stock corporation.

My commission expires: 7/31/2000.

Susan W. Baulch
Notary Public

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Richmond, to wit:

The foregoing instrument was acknowledged before me this 14th day of March, 1997, in my jurisdiction aforesaid by J. Mark Smith, Inst. Vice President of Central Fidelity National Bank, a national banking association, on behalf of such Bank.

My commission expires: 10/31/00.

Rebecca Adams
Notary Public

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Richmond, to wit:

The foregoing instrument was acknowledged before me this 14th day of March, 1997, in my jurisdiction aforesaid by John A. Seaman, III sole acting Trustee.

My commission expires: 10/31/00.

Rebecca Adams
Notary Public

SCHEDULE A

BOOK 3020 PAGE 445

PROPERTY

ALL those certain lots, pieces or parcels of land, lying and being in the Matoaca Magisterial District of Chesterfield County, Virginia, containing 175.439 acres, shown and described as Parcels "A", "C", "D" and "E" on that certain compiled plat of survey dated August 7, 1996, entitled "Compiled Plat of Several Parcels of Land Lying on the South Line of U. S. Route 360," prepared by Timmons, a copy of which was attached to and recorded with the Deed referred to below, and to which plat reference is hereby made for a more particular description of the property. The foregoing plat was recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia on August 30, 1996, in Plat Book 91, at Page 69.

BEING the same property conveyed by Malbone Associates, a Virginia general partnership, by Deed dated as of August 28, 1996 to Hampton Park Associates, L.L.C., a Virginia limited liability company, which Deed was recorded August 30, 1996 in the aforesaid Clerk's Office in Deed Book 2921, at Page 993.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 26 DAY OF MAR 1997, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE....ADMITTED TO RECORD AT 14:47 O'CLOCK, THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK

12. Subdivision. Except as set forth below, no Residential Lot shall be subdivided or its boundary lines changed without the prior written consent of the Company and compliance with County of Chesterfield ordinances pursuant to Part IV, Section 7. The Company may replat any Residential Lot owned by it and take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site, including, but not limited to, the relocation of easements, walkways, rights of way, private roads, bike trails, bridges, parks, recreational and community facilities and other amenities to conform to the new boundaries of said replatted Lot, provided that no Residential Lot as originally shown on a recorded plat is reduced to a size more than ten percent (10%) smaller than the smallest Residential Lot shown on the first plat of the subdivision section recorded in the Clerk's Office. In addition, two (2) or more contiguous Residential Lots may be combined by an Owner into one (1) larger Residential Lot, and, in such event, only the exterior boundary lines of the resulting larger Residential Lot shall be considered in the interpretation of this Declaration.

13. Upkeep. Every Owner shall take such actions as may be necessary to assure that the grounds and all buildings and structures on such Owner's Residential Lot are kept free of unclean, unsightly, unkempt, unhealthy, or unsafe conditions. Provided that the Company has given an Owner written notice of action required to assure that the grounds and all buildings and structures on such Owner's Residential Lot are kept free of unclean, unsightly, unkempt, unhealthy, or unsafe conditions, and the Owner has failed to take such action within fifteen (15) days of the date of such notice, the Company shall have the right to enter upon the Residential Lot to perform action required to establish and maintain effective erosion control.

14. Erosion Control. Every Owner shall take such actions as may be necessary to maintain effective erosion control on Residential Lots. Provided that the Company has given an Owner written notice of action required to establish and maintain effective erosion control on any Residential Lot, and the Owner has failed to take such action within seven (7) days of the date of such notice, the Company shall have the right to enter upon the Residential Lot to perform action required to establish and maintain effective erosion control.

15. Control of Vegetation. Every Owner shall take such actions as may be necessary to remove underbrush, weeds or other unsightly growth that detracts from the overall beauty, setting and safety of the Property from Residential Lots. Provided the Company has given written notice to an Owner of the presence on a Residential Lot of underbrush, weeds or other unsightly growth that in the Company's opinion detracts from the overall beauty, setting and safety of the Property, and the Owner has failed within thirty (30) days of the date of such notice to correct such condition, the Company may enter upon the Residential Lot to mow, remove, clear, cut or prune such underbrush, weeds, or other unsightly growth.

PART IV: DURATION; TERMINATION; ADDITIONS; RELATIONSHIP TO
ZONING ORDINANCES; LIMITATIONS; VIOLATION;
AFTERWORD; SUBORDINATION

1. Duration. This Declaration shall run with the land for an initial term of thirty (30) years from the its date of execution. Upon the expiration of said thirty (30) year period, this

Declaration shall be automatically extended for successive terms of ten (10) years (the number of such extension terms being unlimited), unless this Declaration is terminated in the manner set forth below.

2. Termination of Declaration. This Declaration shall be terminated at the end of the then-current term if, during the last year of such term, the Owners vote in favor of terminating this Declaration at a duly called meeting.

3. Amendments. Subject to the rights granted the Company in Sections 6 and 10 of this Part IV, all proposed amendments to this Declaration shall be submitted to a vote of the Owners at a duly called meeting. The procedures for notice of meeting and voting shall be the same as those set forth in the Articles of Incorporation of the Association for meetings of all Members. Any such amendment shall be deemed approved if two-thirds (2/3rds) of the Members present at such meeting in person or by proxy (exclusive of the Company) vote in favor thereof and (so long as there is a Type "B" Member of the Association, as such term is defined in the Articles of Incorporation of the Association) such amendment has been approved by HUD. No such amendment shall become effective earlier than sixty (60) days following the date of its adoption.

4. Quorum Requirements. For the purposes of any meetings held pursuant to this Part IV, the presence at such meeting of Owners or proxies entitled to cast sixty percent (60%) of the total vote of all the Owners entitled to vote shall constitute a quorum. If the required quorum is not present, the Company may call another meeting or meetings subject to the giving of proper notice, and the required quorum at such subsequent meeting or meetings shall be one-half (1/2) of the required quorum at the preceding meeting.

5. Notice of Termination or Amendment. If this Declaration is terminated or amended, a certificate of termination or an addendum to this Declaration shall be recorded by the Company in the Clerk's Office. Such instrument shall set forth the date of the meeting at which action was taken, the nature of the action taken, the effective date of the action, the date that notice of such meeting was given, the total number of votes of Owners entitled to vote on such action, the total number of votes required to constitute a quorum, the total number of votes present, the total number of votes necessary to approve such action, the total number of votes cast in favor of such action, and the total number of votes cast against such action.

6. Additional Restrictive Covenants. The Company may add additional restrictive covenants affecting the Property or any portion thereof prior to its conveyance to the Association or to any other third party, or to limit the application of these covenants thereto with the approval of HUD.

7. Relationship To Zoning Ordinances, Etceteras. The provisions of this Declaration are subject and subordinate to the County zoning, subdivision and other ordinances. In the event any provision of this Declaration is less restrictive than a comparable provision in such zoning, subdivision or other ordinances, such zoning, subdivision or other ordinances shall prevail. Without limiting the generality of the foregoing, such ordinances affect the portion of a Lot

ADDENDUM B

This Addendum is made as of _____ (date) between Hampton Park Associates (seller) and The ABC Co. Inc. (buyer). This addendum sets forth the requirements for construction on lots which back up to Celebration Park in the Hampton Park Community. The requirements will be recorded as a deed restriction for the lots known as lot 50 section 3, lot 51 section 3, lot 52 section 3, lot 53 section 3, lot 54 section 3, lot 55 section 3.

- All steps on the rear of the house will have closed risers; the closed risers will be painted to match the trim color on the house.
- No doghouses will be permitted in the yard.
- No dog fences will be permitted in the yard.
- All deck supports shall be 12-inch by 12-inch brick columns.
- The areas between the deck supports shall be latticed on all decks that are higher than 24 inches off the ground.
- No clotheslines are permitted in the yard.
- The builder shall have an additional \$750.00 landscaping package for the rear yard; the developer shall specify what type screening plants are to be provided with this landscaping package.
- No playground equipment shall be permitted in the yards.
- No out buildings will be permitted unless it is attached directly to the house.
- No construction shall occur closer than 40 feet to the rear line of the property.