

3/20/88 per Stuart
H. Point Point
Association can

AMENDED
DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS,
HUNTERS POINT COVENANTS

amend.
WPOA Covenants
+ Restrictions
"rule"

February 24, 1989
As Amended on May 24, 1989

In addition to the General Covenants, the following restrictions and covenants shall be applied to certain properties or Lots shown on the plat of Hunters Point at Stoney Creek, Section 1-J, Wintergreen which plat is recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia contemporaneously herewith.

PART I - DEFINITIONS

The definitions of the term "Wintergreen", as defined in the General Covenants are specifically incorporated herein, by reference to the General Covenants described below.

"Association" as used herein shall mean and refer to the Hunters Point Property Owners Association, an unincorporated association, its successors and assigns.

"Hunters Point" as used herein is defined as that certain parcel or tract of land which is shown on a plat and survey prepared by Steven L. Key, C.L.S., dated January 11, 1989, and revised February 14, 1989, titled, "Subdivision Plat of Hunters Point at Stoney Creek, Section 1-J, Wintergreen, Nelson County, Virginia", and recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia, contemporaneously herewith together with such additional contiguous subdivisions that shall be added to Hunters Point are subjected to these covenants.

"Common Elements" as the term is used herein, shall mean those elements and areas which the Association shall be responsible to maintain.

The "Company" as used herein, shall mean Wintergreen Development, Inc., its successors and assigns.

"General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable To All Properties In Wintergreen" established by the Company on the 10th. day of September, 1974, and which is recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia in deed book 137, at page 568.

"Lot" a tract or parcel of land designated as a Lot on the Plat of Hunters Point.

"Owner" shall mean the record owner of a Lot or Residential Unit.

"Home" as used herein shall mean a Lot which has a completed dwelling constructed on it.

PART II - RESTRICTIONS

1. All approvals required to be made by the Company under paragraph 1 of Part I of the General Covenants shall be based solely upon the Company's subjective esthetic and/or design requirements. Explicit objective standards are not established by these covenants because such standards would make it impossible to take full advantage of the individual characteristics of each Lot, of on-going technological advances or of changing environmental considerations. No change or alteration shall be made in the completed landscape of any Home (except for the replacement of existing materials or plants with similar materials or plants) from the requirements of the landscape plan required by said paragraph 1 of Part I of the General Covenants, nor shall any change in the exterior lighting associated with any Lot or Home be made except with the prior written approval of the Company, its successors or assigns. All approvals made by the Company shall be in writing and shall be effective when placed in the mail or hand delivered to the individual requesting the approval. The Company shall have the right to condition any approval required either by paragraph 1 of Part I of the General Covenants or by paragraph 2 below upon the deposit of a reasonable surety of performance by the individual requesting such approval.

2. In order to protect the unique nature of the community, Homes constructed in Hunters Point shall be subject to the following additional architectural restrictions which shall insure the consistent character of this unique area:

(a) As a design philosophy, the individual Homes to be constructed shall reflect the architectural themes established by the Stoney Creek Golf Clubhouse; the five model homes developed by the Company on lots 7 through 11, Saddle Ridge and the Hunters Point Sales Brochure.

(b) The primary exterior surface for the Homes built in Hunters Point shall be cedar, cypress or redwood siding and trim unless otherwise specifically approved by the Company. No plywood, fiberboard, aluminum, vinyl or asphalt siding shall be permitted on the exterior of Homes in Hunters Point. This requirement shall not prevent the use of approved brick or stone on certain architectural elements to include but not be limited to foundation walls or chimneys.

(c) The exterior water shedding surface of a roof in Hunters Point shall be cedar shakes, cedar shingles or a painted standing seam Metal roof. The pitch of a roof in Hunters Point shall not be less than 9/12 (a nine foot rise in a twelve horizontal distance). In the event that any changes in the law or in insurance regulations shall make it unreasonable to build a roof using cedar shakes and/or shingles, the Company shall have the right to designate a reasonable alternate

product. The necessity for such a substitution shall be determined by the Company in its sole discretion.

✓(d) Each Home shall have a paved driveway. There shall be at least two parking spaces for automobiles located within each lot in addition to any garage serving such Home.

✓(e) There shall be a minimum sideyard of not less than fifteen (15) feet between the edge of any building located on any Lot and the nearest side boundary separating such Lot from the adjacent property unless a specific exception shall be approved by the Company in writing.

(f) There shall be no "bronzed" or "mirrored" glass used in any of the exterior windows on any Home in Hunters Point.

(g) All mailboxes shall conform to the standard established for the Stoney Creek Community. No plastic newspaper delivery box and no metal post for the erection of a mailbox or newspaper delivery box shall be erected in Hunters Point.

✓(h) When submitting plans to the Company for the approval of any Home to be constructed in Hunters Point, such plans shall include a detailed landscaping plan which shall have a value of not less than \$5,000. By the submission of such plans and the construction of such Home, the owner of a Lot agrees to establish on the Lot any approved landscaping plan submitted hereunder.

PART III - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Every Owner of a Hunters Point Lot or Home as shown by the records in the Clerk's Office of the Circuit Court of Nelson County, Virginia shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of such property.

2. The Owner(s) of each Lot or Home in Hunters Point shall have a single vote in the Association for each property owned. Whenever a property is owned of record in the names of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, or if the Lot shall be owned by a corporation or a partnership, then such Owners shall file with the Secretary of the Association an instrument in writing signed by such Owners designating one Owner (one Officer in the case of a Corporation or one Partner in the case of a Partnership) to cast the vote attributable to such property. Individuals or entities which hold an interest in the property solely for the purpose of securing an obligation or debt shall not be considered Owners hereunder.

The principle of this section shall apply, insofar as possible, to the execution of proxies, waivers, consents or objections for the purpose of ascertaining a quorum.

PART IV - FUNCTIONS OF THE ASSOCIATION

1. The Association shall have certain responsibilities which shall be mandatory and certain responsibilities which shall be optional.
 - A. The mandatory responsibilities of the Association shall include:
 - i. The responsibility to maintain the entrance sign/gate to the subdivision as well as the landscaping, lighting for the surrounding area.
 - ii. Cut the grass on vacant lots to maintain an attractive field appearance on such lots.
 - B. The optional responsibilities of the Association shall include:
 - i. Garbage and trash collection from homes.
 - ii. Supplying firewood for homes.
 - iii. Landscape maintenance and repair including trimming the grass, raking and removing leaves from the yards of homes, mulching, shrubbery, etc.
 - iv. Snow removal from driveways and/or walks.
 - v. Such additional responsibilities relating to the exterior maintenance of the homes, landscaping and related items as the Association shall direct.
 - C. The Association at a properly called meeting of its members may add or remove such optional responsibilities to or from the responsibilities of the Association as the majority vote of the members present at such meeting shall decide.

PART V - ADDITIONAL LIMITATIONS

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any of the Company for a period of thirty (30) years from the execution date of this Declaration, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of property substantially affected by a change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties in Wintergreen shown on (a) the plats showing the properties to be modified in permitted use by the change, and (b) the plats which subdivide the property immediately abutting the property shown on plats identified in the Realty records in the Office of the Clerk of the Circuit Court of Nelson County, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent

the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, 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.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Wintergreen, or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of the covenants shall be reasonably exercised and shall materially affect only properties against which these covenants have not been imposed.

4. The Company reserves the right to assign in whole or in part to a subsequent developer of Wintergreen or to the Association or to the Wintergreen Property Owners Association, Inc. its rights reserved in these covenants which include, but are not limited to, its right to grant approvals (or disapprovals), to establish rules and regulations, and all other rights reserved herein by the Company, including, but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such rights, the Assignee shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligations or liability with respect thereto.

The Assignment of such right or rights by the Company to an Assignee shall be made by written instrument which shall be recorded in said Clerk's Office.

5. The Company 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 arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Company whether given, granted or withheld.

6. Properties and owners of property subject to these Covenants shall also be subject to the provisions of the Wintergreen Property Owners Association, Inc., the terms and conditions of the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable

to All Property in Wintergreen, as recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia, in Deed Book 137, at Page 568, the terms and conditions of the "Declaration of Covenants and Restrictions of the Wintergreen Property Owner's Association and WINTERGREEN, a Virginia Limited Partnership", recorded in the aforesaid Clerk's Office in Deed Book 137, at Page 689, as amended by documents recorded in Deed Book 147, at Page 269 and in Deed Book 151, at Page 672, to the terms and conditions of the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions, Amended Valley Residential Covenants, as recorded in the aforesaid Clerk's Office in Deed Book 230, at Page 720, and to the conditions, restrictions, limitations, zoning and easements of record at the time of closing including a Restriction against Time-Sharing recorded in the aforesaid Clerk's Office in Deed Book 215 at Page 469.

7. 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 of other tribunal having jurisdiction over the parties hereto and the subject matter thereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

WINTERGREEN DEVELOPMENT, INC.

By: _____
President

ATTEST: _____

STATE OF VIRGINIA

To-Wit:

COUNTY OF NELSON

Personally appeared Edward P. Spears and Stuart R. Sadler and acknowledged the same to be their free act and deed before me this _____ day of _____, 1989.

My commission expires: _____

AFFIX
NOTARIAL
SEAL:

Notary Public