

DECLARATION of RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS and CONDITIONS
APPLICABLE to the
"RODES FARM" PORTION of WINTERGREEN

In addition to the General Covenants and Property Owners Association Covenants, as defined below, the following restrictions and covenants shall be applied to the "Rodes Farm" Section of Wintergreen, as shown on a plat hereinafter the "Plat" recorded February 13, 1975 in Plat Book 9, page 37 in the Office of the Clerk of the Circuit Court of Nelson County, Virginia.

PART I

Definitions

The definitions of the terms "Association," "Wintergreen," "Company," or "the Company" as defined in the General Covenants are specifically incorporated herein by reference.

"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 recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia.

"Property Owners Association Covenants" as used herein shall mean and refer to the "Declaration of Covenants and Restrictions of the Wintergreen Property Owners Association and Wintergreen, a Virginia Limited Partnership," established by the Company on the 26th day of September, 1974, and recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia.

"Rodes Farm" as used herein is defined as that parcel or tract of land, a portion of Wintergreen, shown on a plat recorded in Plat Book 9, page 37 in the Office of the Clerk of the Circuit Court of Nelson County.

PART II

Restrictions

1. The Company reserves unto itself, its guests, successors and assigns, a perpetual, alienable and releasable easement for passage over and the reasonable use of all lands shown on said plat of "Rodes Farm". All such land is to be devoted to and is intended for the common use and enjoyment of the company residents and their guests, and visiting members of the general public. There is no intention by this declaration to vest in the unit owners an undivided interest in the areas over which such easement is retained, and this reservation shall not be

considered an obligation on the part of the Company to maintain any such lands.

2. No fence or other artificial barrier shall be erected or placed on any property in "Rodes Farm" without the approval in writing of the Company, its successors or assigns. Refusal of approval of plans, location or specification may be based by the Company upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Company shall seem sufficient. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by Company of written demand for approval, the provisions of this paragraph shall be thereby waived.

3. The septic system serving certain homeowners in "Rodes Farm" may be constructed partially or wholly on adjacent or proximate lands as shown on the aforesaid plat. The Company hereby grants to such homeowners the right of ingress and egress in and over such adjacent on proximate lands as may be reasonably necessary for access to and use of said septic systems.

4. Ownership of each Rodes Farm House shall entitle the owner or owners thereof to the use of two automobile parking spaces which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area.

5. Parcel A, the Inn Complex, Parcel B, and the Well Lots #1 and 2, as shown on the Plat are hereby specifically exempted from the provisions of the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions, Single Family Covenants dated September 10, 1975 of record in the Clerk's Office of the Circuit Court of Nelson County in Deed Book at page .

6. Every owner of property in the Rodes Farm Section shall be a member of a shall be subject to the Articles of Incorporation and the By-Laws of The Rodes Farm Property Owner's Association, Inc. Membership in the association shall be appurtenant to and may not be separated from ownership of any property in the Rodes Farm Section of Wintergreen.

PART III

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 Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, 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 "Rodes Farm," 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 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 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 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 the right to assign in whole or in part to a subsequent developer of Wintergreen 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. 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 obligation 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.

4. 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 wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Dated this _____ day of _____, 19 _____.

Wintergreen, a Virginia Limited Partnership by CC&F Wintergreen, Inc., a Partner of and Sole Agent for the General Partner, Big Survey Properties, a Massachusetts General Partnership:

CC&F WINTERGREEN, INC.

By: _____

ATTEST: _____

State of _____

County of _____

Personally appeared _____ and _____
_____ and acknowledged the same to be their free act and deed,
before me.

Notary Public