

COMMONWEALTH OF VIRGINIA



OFFICIAL RECEIPT
ROCKINGHAM CIRCUIT COURT
DEED RECEIPT

DATE: 05/09/08 TIME: 15:05:34 ACCOUNT: 1550LR0301331 RECEIPT: 03000019759
 DEBITER: BOH REG: RNSO TYPE: RM PAYMENT: FULL PAYMENT
 INSTRUMENT : 0301331 BOOK: 2267 PAGE: 42 RECORDED: 05/09/08 AT 15:02
 GRANTEE NAME : BRENTWOOD LLE EX: N LOCALITY: CO
 GRANTEE NAME : NO GRANTEE EX: N PERCENT: 100%
 AND ADDRESS :
 RECEIVED OF : DUGG, EDWARD
 CHECK : \$79.00
 DESCRIPTION 1:
 2:
 CONSIDERATION: .00 ASSUMED VAL: .00 PAGES: 0
 PAID CODE DESCRIPTION NAME: 0
 301 DEEDS 25.50 145 V&L
 101 TECHNOLOGY FUND FEE 3.00 888 DOC. REPRD. COSTS
 TENDERED : 79.00
 AMOUNT PAID: 88.50
 CHANGE AMT : 40.50

CLERK OF COURT: L. WAYNE HARPER

DECLARATION OF PROTECTIVE COVENANTS
BRENTWOOD MANUFACTURED
HOME SUBDIVISION, PHASE 1

THIS DECLARATION is made this 7th day of April, 2003, by BRENTWOOD, L.L.C., a Virginia limited liability company ("Declarant"), as grantor, BUTTON, YEAMAN & ASSOCIATES, P.C., a VA Professional Corporation, Trustee (index as grantor) and SECOND BANK & TRUST, a VA banking corporation, ("Beneficiary" and "Assignee"), also index as grantor.

PREAMBLE:

- A. Declarant is the owner of 6.765 acres, more or less, located on the northeastern side of State Route No. 711(Grassy Creek Road) approximately 300 yards west of State Route No. 704 (Oseola Springs Road) in Ashby District, Rockingham County, Virginia, which has been subdivided and dedicated as Brentwood Manufactured Home Subdivision, Phase 1 by an Owner's Consent and Dedication which is recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, immediately prior to this Declaration.
- B. The Property is a portion of the property described in a Deed of Trust dated April 3, 2001 and recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 1901, page 25, to , BUTTON, YEAMAN & ASSOCIATES, P.C., a VA Professional Corporation, Trustee securing a note payable to Second Bank & Trust, a VA banking corporation.
- C. The Property is a portion of the property assigned to Second Bank & Trust, a VA banking corporation, "Assignee", by instrument dated April 3, 2001 and recorded in the Clerk's Office of Circuit Court of Rockingham County, Virginia, in Deed Book 1901, page 34.

NOW THEREFORE, Declarant declares that all of the Property shall be held, transferred, sold, conveyed and occupied subject to the following covenants, limitations, restrictions and uses which shall run with the real estate and shall be binding on and inure to the benefit of all present and future Owners thereof. This declaration, however, shall not apply to any other "phases" or "sections" of BRENTWOOD MANUFACTURED HOME SUBDIVISION or any other land owned by Declarant, except for such land as may be added under § 7.5.

ARTICLE 1

Definitions

§1.1 “**Association**” shall mean and refer to the Brentwood Property Owners Association and its successors and assigns.

§ 1.2 “**Common Areas**” shall mean and refer to all portions of the Property and all interest therein, including easements and improvements thereon, owned or leased by the Association for the use and enjoyment of the Owners.

§1.3 “**Declarant**” shall mean Brentwood, L.L.C. and its successors and assigns, but shall not include the purchaser of any Lot.

§ 1.4 “**Lot**” shall mean and refer to the individually numbered plots of land shown upon the recorded subdivision plat of the Property.

§ 1.5 “**Building**” shall mean any manufactured home or outbuilding whether placed on a permanent foundation or placed in a manner in which removal is feasible.

§ 1.6 “**Owner**” shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, whether acquired by purchase, gift, foreclosure or otherwise, but excluding those persons or entities having such interest merely as a security for the performance of an obligation. The address of an Owner (or Owners in case a Lot is owned by more than one person) for the purpose of notices required herein shall be the address as indicated on the tax records for the current year maintained by Rockingham County, Virginia, unless an Owner notifies the Association in writing of a different address.

§1.7 “**Property**” shall mean and refer to all of the real estate dedicated to **Brentwood Manufactured Home Subdivision, Phase 1** and subsequent sections added to this Declaration pursuant to § 7.5 hereof.

ARTICLE 2

Association

§2.1 Every Owner shall be a member of the Association. The membership shall be appurtenant with and may not be separated from ownership of any Lot.

§2.2 The Association shall have two (2) classes of members:

Class A Class A members shall include all Owners except the Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When a Lot is owned by more than one person or entity, the one (1) vote for such Lot may be cast by any Owner thereof unless an objection or protest by another co-owner is made prior to the completion of a vote. Upon such objection or protest, the one (1) vote shall be cast according to the majority vote (based on each Owner's percentage ownership

interest) of the Owners of such Lot, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot it owns.

§2.3 The Association may be an unincorporated association or a non-stock corporation organized under the laws of the Commonwealth of Virginia. The Association is charged with the duties and vested with the powers prescribed by law and set forth in its organizational documents, as such may be amended from time to time, provided no such organizational documents shall be amended for any reason or otherwise changed or interpreted so as to be inconsistent with this declaration.

§2.4 The Association shall be governed by a board of directors consisting of at least three (3) members elected by plurality vote of the members. All powers of the Association shall be exercised by or under the authority of, and the business and affairs of the Association managed under the direction of its board of directors.

§2.5 By way of example, and without limiting the generality thereof, the Association shall have the power and obligation to perform the following duties:

(a) *Real and Personal Property.* To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer, mortgage, create a lien on or dedicate real or personal property for the benefit of the Association; and

(b) *Rule Making.* To establish rules and regulations for the use of the Common Areas; and

(c) *Assessments.* To fix, levy and collect assessments as provided in Article 4; and

(d) *Easements.* To grant and convey easements over, under, across, and through the Common Areas as may become necessary.

ARTICLE 3

Architectural Control

§ 3.1 No building, fence, landscaping, or other improvements shall be erected or placed on any Lot and no exterior addition, change or alteration to any improvements on any Lot shall be made until the plans and specifications showing the nature, color, kind, shape, height and materials and a plat showing the location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee ("ACC"). The ACC shall

be composed of three members. The three members shall be appointed by the Declarant until the later of the following:

- (a) The date on which the last Lot in the Property is sold by the Declarant, or
- (b) The date the Association is formed.

After such time, the Association shall appoint the three members. The members appointed shall hold office until removed by the entity then entitled to appoint members or their successors are elected.

§ 3.2 The ACC shall have full and complete discretion to approve or disapprove proposed buildings, fences, landscaping, and other improvements and alterations on the Lots and, in the exercise of its discretion, the committee shall not be bound to approve any proposed buildings, landscaping and improvements solely because they comply with the other restrictions and covenants or are equal in cost or value to buildings, landscaping and improvements on other Lots. In the event the ACC fails to approve or disapprove the plans and specifications within thirty (30) days after submission, the plans and specifications shall be deemed to be approved, but the failure of the ACC to act shall not be construed to waive any violation of these covenants.

§ 3.3 The ACC may base its approval or rejection of plans or specifications upon any grounds, including purely aesthetic considerations, which in the sole discretion of the committee shall seem sufficient. Representatives of the ACC shall have the right to inspect the building prior to and during construction to insure that it complies with the approved plans and specifications. Where discrepancies exist, the ACC may require corrective work, or, where warranted in its opinion, it may issue a notice to cease construction until compliance is assured to its satisfaction. Failure to heed such a notice from the ACC shall operate as a default under this covenant and shall give the ACC, in addition to any rights under general law, all of the rights and powers set out in this declaration.

§ 3.4 The exterior of any dwelling or building placed on any Lot shall be completed within three (3) months after the commencement of construction.

§ 3.5 Except as later provided in this paragraph, the ACC shall have the power to approve any proposed buildings or improvements on any of the Lots even though the buildings or improvements do not meet the requirements of this instrument, if, in the discretion of the committee, such deviations are not harmful to the value of the adjoining property. The ACC shall be under no duty to exercise this power, however. The ACC shall have no power to permit a deviation from § 6.1 of this instrument.

§ 3.6 The plans and specifications of any improvements shall be deemed approved under § 3.1 if the ACC has not notified the Owner of a violation of this Article within six (6) months after issuance of an occupancy permit or final inspection in case of improvements to an existing structure.

ARTICLE 4

Covenant for Maintenance Assessment

§4.1 Each Owner (except for the Declarant as provided in § 4.2 below) by acceptance of any Lot, whether or not it shall be so expressed in any document conveying title to the Lot, shall be deemed to covenant and agree to pay to the Association:

- a. Regular assessments or charges;
- b. Special assessments for capital improvements;

which may be fixed, established and collected from time to time. Each type of assessment shall be a uniform rate. The regular and special assessments, together with such interest thereon as determined by the Association and costs of collection thereof, including attorney's fees, shall be a charge on each Lot and shall be a continuing lien upon each Lot until payment. Each such assessment, together with such interest thereon and costs of collection thereof, also shall be the personal obligation of the Owner (jointly and severally in the case of multiple Owners) of each Lot at the time when the assessment fell due and shall not pass as a personal obligation to his successors in title unless expressly assumed by such successor.

§4.2 No assessment shall be due or payable for any Lot owned by the Declarant which is held for sale. This exemption shall not apply to any Lot which has been initially sold by Declarant and subsequently reacquired.

§4.3 The regular and special assessments levied by the Association shall be used exclusively for a) the purpose of promoting the permitted uses of the Property in a safe and orderly manner; b) the improvement, management, care and maintenance of services and facilities related to the use and enjoyment of the Common Areas; and c) exterior maintenance of any building or Lot as provided in § 4.6 and § 7.3.

§4.4 Until the first day of the fiscal year following commencement of assessments, the maximum regular assessment shall be fifty dollars (\$50) per month. The levy of a regular assessment less than the maximum in any month shall not affect the Association's right to levy a regular assessment equal to the maximum assessment in subsequent months.

Change in Maximum From and after the first day of the fiscal year immediately following the commencement of assessments, the Association may increase the maximum assessment each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum regular assessment for the previous fiscal year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, U.S. City Average, all items (1982-84 = 100), or equivalent, as published by the U.S. Labor Department; such increase shall become effective the first day of the new fiscal year.

From and after the first day of the fiscal year immediately following the commencement of assessments, the maximum regular assessment may be increased above the amount which can be set by the Association with the affirmative vote of at least sixty-seven percent (67%) of the members who are present and voting, in person or by proxy, at a meeting at which a quorum of members is present.

§4.5 In the event that any maintenance or repair is caused by the willful or negligent act of any Lot Owner or the employees, agents, guests or invitees of any Lot Owner, the cost of such maintenance and repair shall be paid for by such Lot Owner. Every Owner shall maintain his or her Lot and the buildings thereon in a neat and structurally sound condition. The exterior of all buildings shall be routinely painted. If any building is totally or partially damaged by fire, wind or other hazard, the Owner shall within a period of six (6) months after the damage a) repair the damage or b) remove the building or tear the building down and remove the debris from the Lot.

§4.6 If any Owner fails to make any required repairs or maintenance after notice from the Association, the Association may make such repairs on behalf of the Owner, and the cost thereof shall be paid to the Association within ten (10) days of mailing the invoice to the Owner and shall be deemed a special assessment as to such Lot. Each Owner authorizes the Association and its agents to enter the Lot at reasonable hours to perform any required repair or maintenance on behalf of the Owner.

§4.7 The assessments may be collected for any time period the Association desires, including but not limited to monthly, quarter-annually or annually.

§4.8 The Association shall furnish to any Owner, upon request, a certificate in writing signed by an officer of the Association, setting forth whether the assessment for his Lot has been paid, and if not, the amount of the unpaid assessment. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

§4.9 The provisions of the Property Owner's Association Act (§55-508, *et seq.* of the Code of Virginia, 1950) shall apply to the extent not inconsistent herewith.

§4.10 The regular assessments shall commence when the first Lot is sold by the Declarant. The first assessment on any Lot shall be collected at the time of conveyance of the Lot and shall be prorated based on the number of days remaining in the month or fiscal year as appropriate.

ARTICLE 5

Common Areas

§5.1 The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control for the benefit of the Owners of the Common Areas conveyed to it.

§5.2 Easement of Enjoyment

Subject to the provisions herein, every Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, and every member shall have a right of enjoyment to the Common Areas.

A member's spouse, parents and children who reside with such member shall have the same easement of enjoyment hereunder as a member.

§5.3 Extent of Members' Easement. The members' easement of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to establish reasonable admission and other fees for the use of the Common Areas, including any recreational center or facility.
- (b) The right of the Association to suspend the right of a member to use the Common Areas other than private streets for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice until such default has been remedied; the right of the Association to suspend the right of a member to use the Common Areas for a period not to exceed sixty (60) days for any other infraction.
- (c) The right of the Association to mortgage any or all of the Common Areas with the prior assent of at least sixty-seven percent (67%) of the Class A members.
- (d) The right of the Association to convey, or transfer, all or any part of the Common Areas, other than the private streets subject to the prior assent of at least sixty-seven percent (67%) of the Class A members.
- (e) The right of the Association to license portions of the Common Areas to members on a uniform, preferential basis;
- (f) The right of the Association to regulate the use of the Common Areas for the benefit of members;
- (g) The right of the Association to establish rules and regulations for the use of the Common Areas, including use of any recreational facilities by members and nonmembers.
- (h) No Owner or member shall obstruct any common driveway, parking area or sidewalks, and no act shall be done which would affect the free and continuous use and enjoyment thereof by the other Owners.

§5.4 Delegation of Use Any member may delegate to the members of his family and to his guests his right of enjoyment to the Common Areas and facilities subject to such general regulations as may be established from time to time by the Association.

§5.5 Title to Common Areas The Declarant hereby covenants that areas designated as open space, or Common Areas which the Declarant conveys to the Association as Common Areas shall be free and clear of all liens and financial encumbrances at the time of conveyance. In the event a lien or encumbrance shall attach to all or a portion of the Common Areas, one or more of the lien holders and/or mortgagees shall have the right to discharge said lien or encumbrance after reasonable notice to the Association and to seek reimbursement for amounts paid to discharge the lien or encumbrance.

ARTICLE 6

General Use Restrictions

§6.1 No Lot shall be used except for residential purposes.

§6.2 No dwelling exceeding two stories in height above ground and only a private garage for not more than three vehicles and such other outbuildings as may be approved by the ACC shall be erected on any Lot.

§6.3 The minimum above ground square footage (excluding porches, decks and garages) shall be 936 finished square feet. Carports are not permitted on any Lot. The maximum square footage for all decks on a Lot is 240 square feet.

§6.4 No dwelling having a flat roof comprising more than 25% of the total roof area shall be constructed upon any Lot. All roofing material must have an expected life of at least 20 years.

§6.5 Outside storage units shall be permitted at the discretion of the ACC. Size, exterior finishes and location shall further be at the discretion of the ACC.

§6.6 No dwelling shall be permitted on any Lot with any type of exterior finish except brick, stone, faux stucco, wood siding, or vinyl siding, a sample of which shall be submitted to the ACC for approval prior to construction, provided, however, that aluminum soffits, guttering, and fascia boards are permitted. All skirting or exposed foundations shall be constructed or veneered with brick, faux brick, stone, faux stone, stucco, faux stucco, vinyl, or other material approved by the ACC. Skirting shall have sufficient strength to assure that it remains fully attached to supports. All wheels, tongues, and similar devices must be removed prior to occupancy of the dwelling but in all instances within thirty (30) days of final inspection.

§6.7 No antennae or satellite receiving devices of any kind larger than 18 inches in diameter shall be erected on any Lot or on any structure located on any Lot. Such device and placement of such device shall be approved by the ACC.

§6.8 Dog pens are prohibited.

§6.9. Above ground pools are prohibited.

§6.10 Each Lot shall have an all weather drive of gravel, asphalt, or concrete with parking space for a minimum of three (3) vehicles upon the issuance of the certificate of occupancy. All drives must be paved with asphalt or concrete within 180 days of occupancy. No dirt driveways shall be permitted.

§6.11 No sign shall be displayed to the public view on any Lot except one sign of not more than five square feet placed by the owner or agent of the owner advertising the property for sale or rent, or signs used during construction, Nevertheless, one sign not exceeding one half of one (1/2) square foot in size displaying the name of the Owner or occupant of the property shall be permitted. Signs shall comply with all Rockingham County ordinances

§6.12 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs (weighing less than 25 pounds), cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. In any event, there is a limit of two dogs per Lot and two (2) cats per Lot.

§6.13 Whenever animals are permitted outside a building or other enclosed area approved by the ACC for the maintenance and confinement of animals, they must be secured by a leash or lead. All permitted animals must be confined to an approved area by the ACC in the rear of the Lot. No animal shall be kept on a chain/run nor are such animals allowed to be kept outside on a permanent basis.

§6.14 All Lots shall be kept at all times in a sanitary, healthful, attractive and safe condition, and the Owner and occupants of all Lots shall keep all weeds, grass, and dead trees thereon cut. All dwellings, decks, fences, etc. must be well maintained in an attractive condition.

§6.15 None of the Lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary enclosed containers. All containers shall be appropriately screened from view and kept in the rear except during days for trash collection.

§6.16 No motor vehicle shall be kept on any lot or parking area unless it bears a valid state license plate and current inspection sticker with a limitation of two (2) vehicles per household unless otherwise approved by the Association.

§6.17 No individual sewage disposal system or well shall be constructed, maintained, or used on any Lot.

§6.18 No basement, tent, shack, barn, or other outbuilding erected on any Lot shall be used at any time as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

§6.19 No trailer, bus, camper, motor home, boat, truck larger than three-quarter ton, commercial equipment, commercial vehicle (including, but not limited to, any tractor trailer, or combination of tractor and trailer), or disabled or unlicensed vehicle, or any portion thereof may be parked or stored within **Brentwood Manufactured Home Subdivision** except for commercial equipment and vehicles temporarily located therein for the purpose of performing necessary construction or repairs. No stripped down or junk vehicles (licensed or unlicensed) or any sizable parts thereof shall be permitted to be parked on any street or Lot. No vehicle shall be parked on any portion of any Lot other than the drive. Repairing of automobiles is prohibited at all times.

§6.20 No more than two unrelated persons may occupy any dwelling on any Lot. As used herein, "unrelated persons" shall mean persons unrelated by either blood or marriage. Under no circumstances shall more than five persons, even if related by blood or marriage, occupy any dwelling on any Lot without prior written approval of the Association.

§6.21 No noxious or offensive use or activity shall be carried on upon any Lot, nor shall any practice be engaged in by the Owners of the Lots, their tenants, agents, guests, or assigns, that shall become an annoyance or nuisance to the neighborhood including, but not limited to, excessive dog barking and loud music. Parents are responsible for the conduct of their children at all times. Small children should not be allowed to play in the streets or to impede the flow of traffic. The Association reserves the right to require guests or invitees to leave Brentwood Manufactured Home Subdivision if their conduct is unlawful or in violation of the covenants.

§6.22 No improvement which has been partially or totally destroyed by fire or other casualty shall remain in such condition for more than three (3) months from the date of such destruction.

§6.23 The type and placement of any fixtures on any Lot for the purpose of hanging laundry must be approved by the Association. In addition, the Owner or occupants of any Lot at the intersection of streets where the rear yard or a portion of the Lot is visible to the public shall construct and/or maintain a drying yard or other suitable

enclosure to screen drying clothes from the public view. No structures for the purpose of drying laundry shall be allowed in the front yard of any Lot.

§6.24 No skateboard or rollerblade ramps or structures of any kind shall be constructed, placed, or used on any Lot, street or parking area.

§6.25 No exterior watch light shall be erected on any Lot without the prior approval of the ACC. For the purposes of this section, a watch light is an exterior light of a type typically mounted on a telephone pole, utility pole, or street light pole, or any other light which the ACC determines casts an unacceptable level of light on neighboring Lots.

§6.26 No dirt bikes, ATVs, three or four wheelers or other non-licensed vehicles shall be operated on any Lot, common area, street, or driveway.

§6.27 No incinerator or other device for the burning of trash shall be permitted on any Lot, common area, street, or driveway within Brentwood Manufactured Home Subdivision.

§6.28 No propane, oil, or other storage tank or cylinder shall be permitted on any Lot until approval as to placement and screening has been obtained from the ACC. Any such tank or cylinder approved must comply with all county, state and federal fire prevention and protection regulations.

§6.29 No Lot or any portion of any Lot shall be used as an access way or right-of-way for ingress or egress to any Lot, piece or parcel of land in the Property, or any other Lot, piece or parcel of land, without the prior written consent of the ACC. No lawn ornaments, wood structures or similar items shall be constructed, placed or used in any front or side yards and must be approved by the ACC for use in the back yards.

§6.30 All homes must be placed on the lot in a uniform manner and be removed in a uniform manner, under the direct supervision of the ACC. Homes shall not be moved during wet weather when damage to Brentwood Manufactured Home Subdivision grounds may occur. In any event, damage to common areas or roads shall be the responsibility of the Lot owner.

§6.31 All manufactured homes moved on to any Lot within Brentwood Manufactured Home Subdivision must be set up to meet the conditions of the applicable Rockingham County Code pertaining to such items.

§6.32 The Lot owner shall be responsible for the initial water and sewer hookup fee for Rockingham County as well as monthly water and sewer use charges.

§6.33 The Lot owner shall be responsible for ordering and paying for the initial residential electrical drop from Shenandoah Valley Electric Cooperative and providing an appropriate meter base at the manufactured home. The Lot owner is responsible for monthly electrical use charges.

§6.34 No fences shall be allowed on any lot without written approval of the ACC. Lot owners requesting a fence shall provide a plat of the Lot indicating the placement of the fence and a sample of the material, including color of the fence requested.

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§6.35 Upon occupancy each home shall have permanent, non-movable, attached steps and or decking complying with the Rockingham County building code and approved by the ACC. No temporary or movable steps shall be allowed at any doorway of any manufactured home except during placement of the home.

§6.36 All roads in Brentwood Manufactured Home Subdivision are private roads solely for the purpose of ingress and egress to and from State Route 711 (Grassy Creek Road), and other locations within the subdivision. No vehicles shall be parked on any road or partially on any road or shoulder at any time except by emergency vehicles. Each Lot Owner or occupant is responsible for the parking of their guests and will be held liable for any parking violations by their guests. Any damages caused by or due to inappropriate parking will be the liability of the party in violation of the parking ordinance. Speeds greater than 25 miles per hour are prohibited.

§6.37 No alcoholic beverages shall be consumed at any time anywhere on the common areas or streets within Brentwood Manufacturing Home Subdivision.

§6.38 The use of illegal drugs, fireworks, firearms, BB guns, bow and arrows, slingshots or other dangerous devices shall not be permitted within Brentwood Manufactured Home Subdivision.

ARTICLE 7

Miscellaneous Provisions

§7.1 No Lot shall be re-subdivided into smaller Lots, nor shall any portion of any Lot be sold or conveyed by the Owner thereof without the prior approval of the ACC.

§7.2 All drainage, access and utility easements shown on the subdivision plat are hereby reserved to Declarant. A release by Declarant to any Lot Owner of any easement so reserved shall operate as a complete release to such Lot and no other party shall be entitled to assert any claim or right to the use of such easement. Declarant may convey to the Association title to the property included in such drainage, access and utility easements.

§7.3 The Declarant reserves the right to amend this Declaration at any time within two (2) years after recordation of this Declaration without the consent of any other Owner. Otherwise, these restrictions, conditions, covenants, and limitations shall continue in force until June 1, 2018, at which time they will expire. Nevertheless, upon the expiration of this term and any subsequent term, they shall be automatically renewed for ten (10) year periods unless terminated by the Owners (with each Lot having one (1) vote) of at least 75% of the Lots.

§7.4 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. Within those easements, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the direction or flow of drainage channels in the easements, or obstruct or retard the flow of water through drainage channels in the easements. No change in contours of the Lot shall be made, whether within or outside the easement area, without prior written approval of the Association. The easement area of each Lot and all improvements in it shall be

maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. In the event an Owner fails to maintain or otherwise causes damage to drainage or utility easements, the Association shall have the right, but not the obligation, to enter upon the Lot for the purpose of correcting such condition pursuant to §4.6 of this document.

§7.5 The Declarant shall have the absolute and unqualified right (but shall not be obligated) to bring within the terms of this declaration additional property, so long as the property is adjacent to the property shown on the subdivision plat or on later plats brought within the declaration. Such additions shall be made by recording a supplemental declaration in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, indicating the additional property which shall be subject to this declaration. Property added to this declaration shall be treated for all purposes as if it had been shown on the original subdivision plat, but the added property may be subject to other restrictions in addition to this declaration.

§7.6 The Declarant may appoint a successor Declarant by an instrument recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia. The sale of Lots to a successor Declarant shall not be deemed a sale for purposes of §3.1 (a).

§7.7 The Declarant, the ACC and the Association shall not be liable to any Owner or other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or other person arising out of or in any way related to the subject matter of any reviews, acceptances, inspections, permissions, consents, or required approvals which must be obtained from the Declarant, the ACC or the Association, whether given, granted, or withheld.

§7.8 If any part of any provision of this Declaration shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provisions or the remaining provisions of this declaration.

§7.9 No removal of vegetation, trees, fences, or other improvements or plantings on any Lot shall be permitted without the written consent of the Association. In the event an Owner fails to obtain written approval of the Association for such removal, the Association shall have the right, but not the obligation, to replace such vegetation, trees, fences, or other improvements or plantings pursuant to §4.6 of this document.

§7.10 Each Lot Owner shall maintain his Lot in good condition and shall adhere to and comply with all health and safety codes, ordinances, and laws of the County, State, and Federal Governments. In the event an Owner fails to maintain his Lot, the Association shall have the right, but not the obligation, to enter upon the Lot for the purpose of correcting such condition pursuant to §4.6 of this document.

§7.11 The Trustee, Beneficiary, and Assignee join herein to evidence their consents to this Declaration.

ARTICLE 8

Validity and Enforcement

§8.1 The failure on the part of the Declarant, Association, or any Owner to enforce any restrictions contained in this instrument shall not be deemed a waiver of the right to do so thereafter for the same breach or one occurring prior or subsequent thereto.

§8.2 Enforcement of this instrument shall be by proceedings instituted by the Declarant, Association, or any Owner at law or in equity against any persons or other entities violating or attempting to violate any covenant, either to restrain violation or to recover damages therefor. In any such proceeding, an Owner found to have breached any covenant contained in this instrument shall be responsible for the cost of the enforcement proceeding, including the prevailing party's attorney's fees.

WITNESS the following signatures and seal.

BRENTWOOD, LLC

By: TROBUDD, INC.,

A Virginia corporation, Manager

By: 

Edward F. Budd, Secretary/Treasurer

SECOND BANK & TRUST, Noteholder

By: 

its: Senior Vice President

BUTTON, YEAMAN & ASSOCIATES, P.C., Trustee, Assignee

By: 

its: PRESIDENT

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STATE OF VIRGINIA,
COMMONWEALTH AT LARGE,
COUNTY/CITY OF Rockingham, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this 2nd day of May, 2003, by Edward F. Budd, ~~President of~~ SECRETARY of Trobudd, Inc., Manager of Brentwood, LLC on behalf of the company.

My commission expires: 12/31/06

Sharon Shuffell
Notary Public

STATE OF VIRGINIA,
COMMONWEALTH AT LARGE,
COUNTY/CITY OF Rockingham, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this 5th day of May, 2003, by Second Bank & Trust, a Virginia Banking Corporation, Noteholder.

My commission expires: 8/31/06

Bobbi Ross
Notary Public

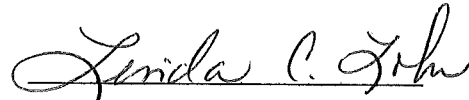
B 2 2 6 7 P 0 6 7

STATE OF VIRGINIA,
COMMONWEALTH AT LARGE,
COUNTY/CITY OF Culpeper

, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this
6th day of May, 2003, by Button, Yeaman & Associates, P.C., Trustee,
Assignee.

My commission expires: 10-31-06


Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County
The foregoing instrument was this day presented in the office aforesaid, and is
together with the certificate of acknowledgement annexed, admitted to record this
9 day of May, 2003 at 1088 M. I certify that
taxes were paid when applicable:

Sec. 58-54 - State _____ County _____ City _____
Sec. 58-54.1 - State _____ County _____ City _____ Transfer _____
Recording 33.00 Copies 750 TESTE

L. WAYNE HARPER
CLERK 40.50

Deed Book No 2267 Page 53

05 MAY 19 PM 1:08

ROCKINGHAM COUNTY
CIRCUIT COURT
L. WAYNE HARPER, CLERK

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