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George E. Markoff

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BOOK 627 PAGE 574

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

SETTLER'S LANDING

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SETTLER'S LANDING (hereinafter referred to as "Declaration") is executed this 26th day of July, 1988, by STAFFORD VENTURE ASSOCIATES, a New Jersey General Partnership, with its principal place of business and address at 50 Clinton Place, Hackensack, NJ 07601 and PARCEL 8 ASSOCIATES, a Virginia General Partnership, (hereinafter individually and collectively called the "Declarant"), and the SETTLER'S LANDING HOMEOWNERS' ASSOCIATION, a Virginia, non-stock, not-for-profit corporation (the "Association").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property located in Stafford County, Virginia known as "Settler's Landing" (hereinafter referred to as the "Subdivision"), described in Exhibit A which is attached hereto and incorporated herein by reference, such Subdivision may be further added to by the filing of subdivision maps (hereinafter referred to as the "Plat(s)") as recorded or as may hereafter be recorded from time to time by Declarant in the Office of the Recorder of Deeds in and for Stafford County, Virginia (the "Recorder's Office"); and

WHEREAS, Declarant desires to create and establish a uniform plan of development for the Subdivision and to sell and convey certain parcels within the development, improved or unimproved, as shown on the Plats (hereinafter referred to as "Lots") and before doing so desires to impose upon them actual and beneficial restrictions, covenants, easements, equitable servitudes, and liens under a general plan of development and improvement of the Subdivision for the mutual enjoyment, convenience, protection and benefit of all such Lots and the Owners of said Lots, present and future; and

WHEREAS, to provide a means for meeting the purposes and intents of the development conditions of Settler's Landing, the Declarant has incorporated under the laws of the Commonwealth of Virginia the Settler's Landing Homeowners' Association whose members shall consist of all Owners of land within Settlers Landing; and

WHEREAS, Declarant previously filed of record in the Recorder's Office, at Book 597, Page 138, the Declaration of Covenants and Restrictions for Settler's Landing dated January 14, 1988 ("Original Declaration"), and does hereby desire to amend and restate said Original Declaration pursuant to the provisions of Article XII thereof, and hereof, and Declarant desires to add additional property to the Original Declaration.

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NOW, THEREFORE, Declarant does hereby declare and establish that all of the Lots and all other property in the Subdivision are held and shall be held, conveyed, hypothecated and encumbered, leased, rented, used, occupied, and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement, and sale of said Lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of the Lots in favor of all such Lots, with each Owner covenanting and agreeing with each and every other Owner and with Declarant, and for their mutual benefit, that the Owners, their heirs, administrators, successors, and assigns will faithfully keep, observe, and perform the covenants and conditions hereof for the benefit of each and every other Owner. Each and every Owner shall have the right to enforce, in law or equity, the compliance with the provisions hereof by each and every other Owner. Said provisions shall operate as covenants running with the land for the benefit of each and every Lot in the Subdivision and their respective Owners, present and future.

AND FURTHER, the Declarant hereby delegates and assigns to the Settler's Landing Homeowners Association the powers of owning, maintaining and administering the Common Areas (hereinafter defined), administering and enforcing the covenants and restrictions hereinafter set forth, collecting and disbursing the assessments and charges hereinafter created, and promoting the health, safety and welfare of the residents of Settlers Landing.

I. DEFINITIONS

As used in this Declaration, unless the context otherwise requires or otherwise expressly provides:

1.1 "Assessment" shall mean any amount which, from time to time, is levied by the Declarant or the Association upon any Owner(s) of a Lot or unit in Settlers Landing. The three (3) types of Assessments are:

(1) "Common Expense Assessment" means each Owner's proportionate share of the funds required for payment of Common Expenses of the Development assessed against each Owner.

(2) "Special Assessments" means any and all amounts levied upon each Owner in the event the Annual Maintenance Fees are inadequate to meet the Common Expenses; and

(3) "Personal Charge" means those charges levied against a particular Owner which are directly attributable to such Owners use or misuse of the

Development, such as, but not limited to, a charge to an Owner by the Association, defined hereinbelow, for maintaining an Owners's Lot which such Owner has failed to maintain.

1.2 "Association" shall mean and refer to the Settler's Landing Homeowners' Association, Inc., (a non-stock, non-profit Virginia corporation), its successors and assigns.

1.3 "Common Area" shall mean all real property owned by the Association for green spaces and the common use and enjoyment of the members of the Association, as set forth and described on the recorded plats and plans of the Development or otherwise described in attached Exhibit B.

1.4 "Declarant" means Stafford Venture Associates, its successors and assigns of its rights hereunder or its successors and assigns of all or substantially all of its interest in the Subdivision. For purposes of this Declaration, any reference to Declarant shall be deemed to include its successors or assigns.

1.5 "Declaration" means this Amended and Restated Declaration of Covenants and Restrictions, as it may lawfully be amended or supplemented from time to time, pursuant to the provisions contained herein.

1.6 "Development" or "Project" means the property described in attached Exhibit A.

1.7 "Improvement" means any building, structure, outbuilding, including storage sheds and garages, street, road, driveway, parking area, fence, retaining or other wall, deck, patio, hedge, landscaping, pole, antenna, and any other structure, alteration to, or decoration of, real property of any type or kind located within the Subdivision.

1.8 "Lot" means the real estate underlying and surrounding any unit and so designated as such on the Plats of the Subdivision.

1.9 "Member" means a member of the Association whose membership is incident to ownership of a Lot in the Development.

1.10 "Mortgagee" means the holder of a bona fide first mortgage, first trust deed or equivalent security interest encumbering a Lot.

1.11 "Owner" means the record Owner of any unit or units described herein, whether one or more persons or entities own the fee simple title to any units.

1.12 "Plat" means a final subdivision map with respect to the Subdivision duly recorded by Declarant in the Recorder's Office for Stafford County, Virginia.

1.13 "Subdivision" means all of the real property comprising Settler's Landing as shown on the Plats recorded by the Declarant in the Recorder's Office.

1.14 "Unit" shall mean and refer to any portion of a structure situated upon the property designed and intended for use and occupancy as a single family residence, together with the surrounding Lot, unless the context dictates otherwise.

II. RESIDENTIAL LOTS

The Declarant intends to construct individual units in the Development to be located in separate detached buildings one each to be located on the Lots in the Subdivision.

2.1 Designation of Residential Lots. Residential Lots (herein referred to as "Lot" or "Lots") shall be created by the recording of a Plat in the Recorder's Office for Stafford County, Virginia.

The Lots in the Subdivision shall be described on the Plats for the Subdivision which may be from time to time made a part of the Development by the recordation of said Plats in the Recorder's Office for Stafford County which Plats, or a separate instrument, shall designate that such property is subject to this Declaration. All of the Lots which are described on Plats currently of record in the aforesaid Recorder's Office which are located on Property described on Exhibit A are subject to this Declaration as of the date of recordation. Each Lot shall be identified by a number such that no Lot bears the same numerical designation as any other Lot.

2.2 Use of Lots. Unless otherwise provided in this Declaration, Lots shall be used only for single-family, single-household, residential purposes; provided, however, that Declarant may make any lawful use of a Lot of which it is deemed the Owner, pursuant to the provisions hereof.

2.3 Title to Lots. Title to each Lot in the Subdivision shall be held by the Owner of such Lot in fee simple, subject to the provisions and limitations of this Declaration.

III. THE SETTLER'S LANDING HOMEOWNERS' ASSOCIATION

3.1 The Association. The Association is a nonprofit, non-stock corporation organized and existing under the laws of the Commonwealth of Virginia charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation and By-Laws, as such may be amended from time to time; provided however, such documents may not be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

The Declarant has formed the Association to promote the common interests of Owners. The Association shall have all powers of enforcement and remedies afforded to the Declarant in this Declaration and any supplements or amendments hereto. The Association shall have the right to levy the assessments provided for herein.

3.2 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association, including contract sellers shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security of for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Membership shall not be assigned transferred, pledged, hypothecated, conveyed or alienated in any way except as set forth in this Declaration and the Articles of Incorporation and By-Laws of the Association.

3.3 Member's Rights and Duties. Each member shall have the rights set forth in this Declaration and as set forth in the Articles of Incorporation and By-Laws of the Association.

3.4 Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners except the Class B Member. The Class A Members shall be entitled to one vote for each Lot owned. Builders which purchase a Lot in the Subdivision for the purposes of constructing a single-family home shall be Class A members of the Association, provided however, that Declarant shall have the right, in its sole and absolute discretion, to designate any such builders a Class B Member.

Class B. The Class B Member shall be the Declarant, its successors, assigns or designees, who shall have three (3) votes for each Lot owned by the Declarant at any time which Lots are subject to this Declaration. The Class B membership shall cease upon the earlier of: (i) the date of which the Declarant conveys seventy-five percent (75%) of the Lots in the Development which are then subject to this Declaration; or (ii) December 31, 1995, whichever shall first occur. Thereafter the Declarant shall have Class A membership rights for each Lot it may own.

Additional rights and limitations on voting rights are set forth in the Articles of Incorporation and By-Laws of the Association.

IV. ASSESSMENTS

4.1 Common Expense Assessments. Each Owner shall be required to pay a Common Expense Assessment for each Lot owned. The Common Expense Assessment shall be levied by the Association, through the Board of Directors or its designee, to meet the Common Expenses. The Common Expenses shall be allocated proportionately to the Owners based upon the number of Lots owned as determined by the Association.

4.2 Purpose of Assessment. The Common Expenses shall include, but are not limited to, the costs of the following:

(a) Personal property taxes, real estate taxes, and any other fees or assessments levied by a governmental authority with respect to the Common Areas;

(b) The maintenance, repair modification, alteration, redecoration or replacement of the Common Areas within the Subdivision which are required to be maintained by the Association pursuant to this Declaration;

(c) The landscaping and grounds service for the Common Areas;

(d) The repair and replacement of any furniture, fixtures and equipment which may be owned or leased by the Association;

(e) Administrative costs;

(f) Management fee;

(g) Any other costs incurred by the Association in connection with the maintenance, repair, replacement, restoration, redecoration, improvement, operation and administration of the Subdivision, and in connection with the operation and administration of the Association.

4.3 Basis and Maximum Annual Assessments Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments shall be at the rate of $50.00 per year per Lot which is payable on January 1 of each year.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) per cent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased from five percent

(5%) by a vote of two-thirds of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4.4 Rate of Assessment Annual assessments shall be fixed at uniform rate for all Lots not owned by the Declarant.

4.5 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area, or any portion thereof, to the Association. The Due Date for assessments shall be established by the Board of Directors.

4.6 Liability of Assessments. No Owner may exempt himself, his successor or assigns, from his obligation to pay any Assessment(s) by his waiver of the use and enjoyment of his Lot or any of the Common Areas or by the abandonment of his Lot.

4.7 Effect of Non-Payment of Assessments: Remedies of the Association. Except as otherwise expressly provided herein, any Assessment levied upon an Owner which is not paid within fifteen (15) days after the date upon which it is due shall bear interest at the rate of six percent (6%) per annum from the date due until paid, and in the sole discretion of the Board, a late charge in such reasonable and uniform amount as may be set by the Board from time to time, may be charged.

4.8 Lots Owned by Declarant. Declarant shall be obligated to pay the same assessment for Lots owned by the Declarant which are subject to this Declaration as other Owners of Lots, and such amounts shall be due and payable at the same time as payments are due and payable from such other Owners. Assessments shall be payable only for Lots which are of record, and which have been specifically subjected to the provisions of this Declaration at the time any such assessment is levied.

4.9 Default in Payment of Assessments: Liens. The Association shall be authorized to levy a lien on any Lot in the event the Owner of such Lot fails to pay any Assessment, installment or charge. The Association's lien may be foreclosed in the same manner as a mortgage. The Association or its designated Manager shall send written notice to any Owner who fails to pay any Assessment, charge or any installment thereof when due, which notice shall advise such Owner of its intention to foreclose its lien to collect such unpaid Assessment(s) and of the Owner's right to cure such default by remitting all delinquent amounts, plus late charges and/or interest, within thirty (30) days from the date of such notice. If full payment of all such amounts is not received within the specified period, the unpaid balance of such Owner's remaining installments for such fiscal year shall then become due. The Association may commence legal action for the recovery of

such delinquent amounts and/or exercise its right to foreclose upon such Owner's Lot as provided hereinafter.

The lien for the Assessments and applicable charges, provided above shall be subordinate to any Mortgagee's mortgage on the Lot. Except as hereinafter provided, the lien for Assessments and charges shall not be affected by any sale or transfer of a Lot. Where title to a Lot is transferred pursuant to a decree of foreclosure of the Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Assessments and charges which became due prior to the date of the transfer of title. The unpaid Assessments and charges shall become a Common Expense which may be collected from all of the Owners including the transferee. The Association shall remain entitled to recover any unpaid Assessments from the Owner whose Lot was foreclosed upon.

Each Assessment and any late charges, interest, and costs of collection, including reasonable attorneys' fees, shall be a personal debt of the Owner against whom they are assessed. Any lien arising hereunder shall continue in full force and effect until fully paid or otherwise discharged. Each Owner shall be deemed to covenant and agree to the attachment of such lien, which shall continue in full force and effect until fully paid or otherwise discharged.

4.10 Statement of Unpaid Assessments. Upon a written request therefor and the payment of a reasonable fee, as determined by the Board, on behalf of the Association, shall furnish to an Owner or Mortgagee which has a lien on such Lot a statement setting forth the amount of unpaid Assessments, if any, currently levied against such Owner's Lot. Said statement shall be furnished within ten (10) business days after receipt of the request therefore and shall be binding upon the Association, the Board and every other Owner.

4.11 Special Assessments If the Common Expense Assessments collected from the Owners are at any time inadequate to meet the costs and expenses incurred by or imposed upon the Association for any reason, including but not limited to the non-payment by any Owner of any Assessment, the Board shall immediately determine the approximate amount of such inadequacy, prepare a supplemental budget, and levy a Special Assessment upon each Owner in such amount(s) as the Board determines to be necessary to pay the Association's costs and expenses, which Special Assessment shall be allocated equally among all of the Owners. Any Special Assessment shall be due and payable within thirty (30) days after the date upon which a written notice of such Special Assessment is mailed to the Owner, unless the Board determines that installment payments shall be permitted and provides each Owner's payments must be made no later than as specified in such payment schedule. In the event that the Board authorizes the payment of any Special Assessment in installments, no additional notice of the due date of each individual installment payment shall be required to be given to

Owners, other than aforesaid Special Assessment notice which provides for the payment schedule.

V. ARCHITECTURAL CONTROL COMMITTEE

5.1 Organization. Power of Appointment and Removal of Members. There shall be a Architectural Control Committee (the "ACC") organized as follows:

(1) Committee Composition. The ACC shall consist of three members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership.

(2) Resignations. Any member of the ACC may at any time resign from the Committee by giving written notice thereof to the Board of Directors.

5.2 Duties. It shall be the duty of the ACC to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt rules as necessary, and to carry out all other duties imposed upon it by the Declaration.

5.3 Meetings and Compensation. The ACC shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of any two members at a meeting or otherwise shall constitute the act of the ACC. The ACC shall keep and maintain a written record of all actions taken by it at such meetings or otherwise. Members of the ACC shall not be entitled to compensation for their services.

5.4 Architectural Control Committee Rules. The ACC may, from time to time and in its sole and absolute discretion, adopt, amend and repeal, by unanimous vote or written consent, rules and regulations, to be known as "Architectural Control Committee Rules". Said Rules shall interpret and implement this Declaration by setting forth the standards and procedures for ACC review and guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in this Declaration.

5.5 Waiver. The approval of the ACC of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the ACC under this Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

5.6 Liability. Neither the ACC nor any member thereof shall be liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, or specifications, whether or not defection, (b) the construction or performance of any work,

whether or not pursuant to approved plans, drawings and specification, (c) the development of any property. Without in any way limiting the generality of any of the foregoing provisions of this Section, the ACC, or any member thereof, may, but is not required to, consult with or hear the view of any Owner with respect to any plans, drawing, specifications, or any other proposal submitted to the ACC.

5.7 Time for Approval. In the event the ACC fails to approve or disapprove such design the location within thirty (30) days after said plans and specifications have been submitted to it, approval will be deemed to have been given and the provisions of this Article to have fully complied with.

VI. REGULATIONS CONCERNING THE USE OF LOTS

6.1 Regulations. All Owners shall comply with the following regulations and procedures regarding the use and maintenance of their Lots:

(a) Each Owner shall maintain his Lot and Unit in good condition and repair at all times, and shall be responsible for maintaining, repairing, and replacing, at his sole cost and expense, all portions of such Lot and Unit. All Owners must keep their Lots and Units properly maintained at all times. If the Lots or Units are not properly maintained, the Declarant may enter upon the Lots and Units and do all things necessary to the Lots and Units to bring said Lots and Units into compliance with all applicable Rules and Regulations concerning maintenance of Lots and Units promulgated by the Declarant. Advance notice of any such entry by the Declarant shall be required, and shall be given to the Owner of the Lot or Unit except in the event of an emergency situation. In such event, the Owner of the Lot and Unit, if applicable, upon demand, shall pay the Declarant an amount equal to all direct and indirect costs which shall be at least what is commonly charged commercially for such services in the same manner as a Personal Charge.

(b) Every Unit constructed on a Lot subject to this Declaration shall contain no less than 1,400 square feet of fully enclosed heated floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports and other outbuildings), unless expressly permitted by the Architectural Control Committee. It is expressly understood that unfinished lower levels of split foyer and split level homes, as such style homes are commonly known in the building industry, which are designed to be finished by the Owners of such Units as heated living areas shall be counted as a part of this minimum square footage requirement.

(c) No improvements, alterations, repairs, excavations or other work which in any way alters the exterior appearance of any property within the Subdivision shall be made without the prior

approval of the Architectural Control Committee, as otherwise provided in Section 5 of this Declaration.

(d) At no time shall any Owner or any person or persons acting under him use any object or thing which creates excessive noise, smoke, odor, soot or vibrations in the Development in such a manner as to constitute a nuisance to adjoining Lot Owners.

(e) Pets will be limited to dogs and cats and such other domestic animals as may be approved by the Declarant. No dog, cat or pet of any kind shall be allowed to leave the confines of the Lot where the Owner or Owners are situated without the Owner. All animals must be placed on leashes while outside the confines of the Owners' Lots. The Owner of any pet which becomes a nuisance may be required to remove such pet from the Subdivision and Development.

(f) Subject to the ability of the Declarant or its successors or assigns to operate a sales office or offices and model unit(s) within the Development, no trade, solicitation, business, or service of any kind or nature whatsoever shall at any time be conducted on the Subdivision nor shall any Lot be used for such purposes. Notwithstanding anything contained herein to the contrary, if the local zoning ordinance provide that an Owner may maintain an office for providing professional services such as doctors or dentist offices, this provision shall not preclude any such use of a Lot. The Declarant, its successors and assigns may operate a sales office or offices within the Subdivision and may likewise operate any lawful business out of such office or offices which is compatible with such sales operation. No Owner may be precluded from maintaining a personal professional library, keeping personal business telephone calls or correspondence from his residence, or providing for the rental of such Owner's Unit by such Owner.

(g) No noxious or offensive activities or nuisances as those terms may be defined by the Declarant shall be permitted on any Lot or elsewhere within the Subdivision. Hunting and shooting shall be strictly prohibited within the Subdivision, as shall be the discharge or use of any and all firearms, pellet guns, air guns, sling-shots, and bows and arrows.

(h) No motor vehicle of any type shall be driven or towed in a reckless manner on or along any road. All drivers of motor vehicles shall observe such speed restrictions and noise limitations within the Subdivision and the Development as are established from time to time by the Declarant or Stafford County. No motor vehicles shall be permitted upon any road within the Subdivision or Development unless the same are over-the-road vehicles, properly and currently licensed and inspected pursuant to the laws of the state of registration. All vehicles must be operated by licensed persons; mini-bikes and snowmobiles are specifically prohibited within the Subdivision unless the Rules and Regulations or the Declarant provide otherwise.

(i) The use of intoxicating beverages in any of the Common Areas or open spaces of the Development is strictly prohibited.

(j) No Lot shall be further subdivided or split.

(k) No Tractor Trailers will be permitted in the Subdivision, and any recreational vehicles which are parked in the Subdivision must be parked in such a manner as to not constitute an eyesore. Only working vehicles may be parked in the Subdivision.

(l) No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structure of any kind shall be used at any time for a residence on any property within the Subdivision either temporarily or permanently. Temporary buildings or structures used during the construction of a dwelling on any such property shall be removed immediately after the completion of construction.

(m) No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within the Subdivision except such machinery or equipment that is usual and customary in connection with the use, development, maintenance or construction of a residence, appurtenant structures or other improvements within the Subdivision.

(n) No aerial or antenna shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building in the Subdivision without the written approval of the ACC. Satellite dishes are expressly prohibited.

(o) All driveways constructed in the Subdivision shall be paved. All culverts at driveways shall be constructed with a finished wall or dressing which is uniform on both sides and which will be of an appearance acceptable to the ACC.

(p) No signs shall be placed in or on any Lot or the Common Areas except for one 2'x 2' real estate broker or "for sale by owner" sign.

(q) Fencing shall be limited to rear yards and shall not be in front of homes or further into the front than the front wall of the home.

(r) All air conditioning equipment and pool equipment shall be screened from the view of adjoining residences and streets by privacy walls, fences or landscaping; provided that no fence, hedge, wall or other dividing shall be constructed or maintained on any Lot without the written approval of the ACC.

(s) The Declarant may from time to time adopt rules not inconsistent with this Declaration and may include rules governing the alteration or improvement of a Lot and any other matters regarding the operation of the Subdivision.

VII. EASEMENTS

7.1 Declarant's Easements. The following easements upon each Lot together with the right of ingress and egress, to the extent reasonably necessary to exercise such easements, are reserved to Declarant, its successors, assigns, and licensees:

(a) An easement to maintain one or more businesses or sales offices to enable Declarant or its selected builders to market the Lots and model homes to the general public or for any other business, commercial or otherwise, which Declarant chooses, provided such activity does not unreasonably interfere with the Owner's use and enjoyment of such Owner's Lot.

(b) An easement over, under, above and through each Lot and all Improvements thereon for the purpose of construction, installation, operation, and maintenance of all utilities, drainage courses, culverts, telephone, radio, and television transmission lines, cables, pipes, transformers and other equipment, including, but not limited to, the accessory right to locate guy wires, braces, or anchors, or to cut, trim, or remove trees, shrubs, or plantings wherever necessary.

(c) An easement running along the inside of all Lot lines coincident with road right-of-way lines for the purpose of cutting, filling, drainage, and maintenance of slopes and drainage courses.

(d) An access easement which provides for a general right of ingress to and egress from all Lots, residential dwelling units, and all Improvements thereon for purposes of carrying out the provisions of this Declaration and the Rules and Regulations of the Declarant.

(e) Any other easements shown on the Plats and an easement in favor of Declarant, its agents, employees, licensees, successors and assigns, upon all land within the Subdivision for the enforcement of the provisions of this Declaration is hereby reserved.

(f) Declarant further reserves for itself, it successors and assigns, the right to establish such additional easements, reservations, exceptions, and exclusions consistent with the ownership of the Subdivision and the Development and in the best interest of the Owners and the Declarant in order to serve the entire Subdivision.

7.2 Liability for use of Easement by Declarant. No Owner shall have any claim or cause of action against Declarant or its licensees arising from Declarant's use or non-use of any easement reserved hereunder or as shown on a Plat. Notwithstanding anything contained herein to the contrary, property which is damaged by the Declarant by its use of an easement granted

hereunder shall be returned after such use has been terminated to its original condition.

7.3 Access Easement. Each Owner of a Lot, the Declarant and the Declarant's assigns and licensees shall have a non-exclusive perpetual easement for ingress to and egress from the Lot over and across all walkways, private roads and driveways located in the Development environs. Such access easement shall run with the land, be appurtenant to and pass with the title to every Lot. The County of Stafford, or any other governmental authority or utility which has jurisdiction over the Subdivision and/or Development shall have a non-exclusive easement of access over the Subdivision and Development for police, fire, ambulance, waste removal, and other vehicles for the purpose of furnishing utilities or municipal or emergency services to the Subdivision and Development.

VIII. ENFORCEMENT PROVISIONS

8.1 Enforcement of Declaration. The violation of any provision of this Declaration by an Owner, member of his family, his guests, licensees, or invitees, shall be grounds for an action to recover sums due and/or damages, for injunctive relief, or both, and the reimbursement of all costs and attorneys' fees incurred in connection therewith, as well as late charges and interest on any delinquent amounts, which action shall be maintainable by the Declarant, or, in a proper case, by an aggrieved Owner. All such amounts, along with any other costs incurred by Declarant to obtain the services of an attorney to enforce any provision of this Declaration, shall constitute a Personal obligation of the Owner who committed or who is responsible for such violation or who caused Declarant or aggrieved Owner to take such action, and shall promptly be reimbursed by such Owner to the Declarant upon demand therefor. The violation of any provision of this Declaration shall give the Declarant (to the extent of its rights hereunder) the right, in addition to any other rights set forth in the Declaration or other Subdivision documents:

(a) To enter upon the Lots, Residential Dwelling Unit, or area in which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the Owner who caused or permitted such violation, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions of this Declaration, and neither the Declarant, nor any authorized agent thereof shall thereby be deemed guilty in any manner of trespass;

(b) To engage the services of an attorney to initiate such action as is deemed necessary by Declarant to enforce such provision, including the initiation of a suit for damages and/or to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach;

(c) To impose a reasonable monetary charge upon such Owner for time and other expenses associated with such enforcement.

8.2 Remedies are Cumulative. All of the remedies granted by this Declaration are cumulative, and the exercise of one right or remedy shall not impair the right to exercise any other remedy. Declarant shall not be limited to the remedies set forth in this Declaration, and may invoke any other or additional remedies provided for or allowed by law or in equity.

8.3 Preservation of Remedies. The failure of the Declarant to enforce any provision of this Declaration shall not be construed as a waiver of any such provision or right. Rather, such provision shall continue and remain in full force and effect.

IX. DECLARANT'S RESERVED RIGHTS

9.1 General Reservation. In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration, the Declarant shall have the rights and powers set forth in this Article. Notwithstanding anything in this Declaration to the contrary, the provisions set forth in this Article shall govern. If not sooner terminated as provided in this Article, the provisions of this Article shall terminate and be of no further force and effect from and after such time as the Declarant is no longer vested with or controls title to any part of the Subdivision.

9.2 Promotion of Development. In connection with or incidental to the construction, promotion, sale or rental of any portion of the Subdivision, any Lots therein, or of the Development: (i) the Declarant shall have the right and power within its sole discretion, to construct such temporary or permanent Improvements, or to do such acts or other things in, on, or to portions of the Subdivision owned by the Declarant as the Declarant may, from time to time, determine to be necessary or advisable, including without limitation, the right to construct and maintain sales offices, business offices, commercial offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to store material and equipment used in connection with the foregoing on or in portions of the Subdivision owned by Declarant without the payment of any fee or charge whatsoever; and (ii) Declarant, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy any Improvements at any and all reasonable times without fee or charge.

9.3 Grant of Easements. Declarant shall have the right to reserve or grant easements over any Improvements thereon, and Lots to: (i) any governmental authority, and (ii) public utility, private utility for the installation and maintenance of electrical,

telephone and cable television conduits and lines, gas, sewer or water lines, irrigation or drainage facilities, or any other utility services serving any Lot, or any other real estate (whether or not a part of the Subdivision).

9.4 Other Rights. The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Subdivision which, in the Declarant's opinion, are necessary or desirable in connection with the rights of the Declarant under this Declaration.

9.5 Assignment by Declarant. All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, all of the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of the Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights. The Declarant may from time to time convey a portion of the Development to another entity who intends to develop and sell or resell Lots ("Successor Declarant"). The Declarant may specifically grant to a Successor Declarant some or all of the rights and powers reserved to the Declarant in this Declaration with respect to the portion of the Development conveyed to the Successor Declarant by so providing in the deed of conveyance, and such rights and powers shall terminate as provided in the deed, but no later than such time as the Successor Declarant is no longer vested with or controls title to any part of such portion of the Subdivision.

X. ANNEXATION

10.1 Ability to Annex. Subject to the limitations set forth in Article 12.3, hereinbelow, and state and local statutes, ordinances, rules and regulations, Declarant may, from time to time and in its sole discretion, annex to the Subdivision any other real property which is contiguous or adjacent to or in the vicinity of the Subdivision, and owned or to be acquired by Declarant, or any third party.

10.2 Method of Annexation. Declarant shall effect such annexation by the recording of a Plat of the real property to be annexed and by indicating thereon that the property shown on said Plat is a part of Settler's Landing, thereby declaring that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the provisions of this Declaration. Declarant may also record a Supplemental Declaration hereto which shall:

(a) Describe the real property being annexed and designate the permissible uses thereof;

(b) Set forth any new or modified restrictions or covenants which may be applicable to such annexed property; and,

(c) Contain such other matters as shall be deemed necessary or appropriate.

Any property to be subjected to this Declaration or to be annexed which is owned by a third party shall bear an acknowledgement of such third party and the Declarant, that such property is to be subjected to this Declaration for Settler's Landing.

10.3 Effectiveness of Annexation. Upon the recording of such Plat and Supplemental Declaration, if any, the annexed area shall become a part of the Subdivision, as fully as if such area were part of the Subdivision on the date of the recording of this Declaration, and thereafter, the term "Subdivision" as used herein shall include the annexed area and all Owners of Lots in the annexed area shall be subject to all of the terms and provisions of this Declaration.

XI. REVISION OF PLATS

Notwithstanding the provisions and conditions herein contained, Declarant hereby reserves unto itself, its successors and assigns, the right to revise, re-subdivide, and change the size, shape, dimensions, and locations of Lots shown on the Plats of the Subdivision; and upon such revision, re-subdivision, or changing of the size, shape, dimensions, or locations of Lots, the covenants, conditions, restrictions, and reservations hereby imposed shall be applicable to the resulting Lots in lieu of the Lots as originally shown on said Plat prior to such revision, relocation, or change.

XII. AMENDMENT

12.1 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term commencing on the date of recordation of this Declaration and ending on December 31, 2013, after which time the term shall be automatically extended for successive twenty (20) year periods unless terminated by the affirmative vote of seventy-five percent (75%) of the members of the Association. Subject to the provisions of Article 12.3, below, this Declaration may be amended, in whole or in part, or repealed by the Declarant for ten (10) years after the date of this Declaration. This Declaration may not be amended without the prior written consent of the Declarant so long as Declarant holds any Class B voting membership. This Declaration may be amended by the Association subsequent to the date that Declarant's Class B membership terminates upon the affirmative

vote of at least ninety-percent (90%) of the members of the Association during the initial term of this Declaration, and thereafter by the affirmative vote of at least seventy-five percent (75%) of the members of the Association. Any such amendments may not materially effect the rights, title or interest of Declarant pursuant to this Declaration.

12.2 Special Amendments. Notwithstanding any provision of this Declaration to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration:

(i) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, the requirements any governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities;

(ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Lots;

(iii) to correct clerical or typographical errors in this Declaration or any Exhibit;

(iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations;

(v) to comply with the requirements of any lending institution or title insurance company; or,

(vi) to restate or compile all previous amendments into a single document.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Declarant to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate ten (10) years from the date of this Declaration.

12.3 Approval of Material Changes by VA/FHA. Notwithstanding any other provisions set forth herein to the contrary, as long as there is a Class B membership and if any of the property which is subject to this Declaration has been

developed in accordance with a general plan submitted to the Federal Housing Administration and/or the Veterans Administration, or similar Governmental Agency, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Mergers or consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment to this Declaration.

XIII. MISCELLANEOUS

13.1 Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of the provisions thereof.

13.2 Number and Gender. Whenever the context so requires, the use of any gender in this Declaration shall be deemed to include both genders, and the use of the singular shall be deemed to include the plural, and the plural shall include the singular.

13.3 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of ensuring that the Subdivision shall at all times be operated and maintained in a manner so as to optimize and maximize its enjoyment and utilization by each Owner as a second home or permanent residence.

13.4 Severability. The provisions hereof shall be deemed to be independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

13.5 Waiver. No restriction, condition, obligation, or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or reaches thereof which may occur.

13.6 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when (i) mailed, postage prepaid, to his or its last known address as it appears on the records of the Declarant at the time of such mailing or (ii) when delivered personally to his Lot.

13.7 Perpetuities and Other Invalidity. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing similar limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time of recording of this Declaration.

13.8 Binding Effect. The provisions of this Declaration shall be binding upon all parties having or acquiring any Lot(s), or any right, title, or interest therein, and shall be for the benefit of each Owner, his heirs, successors, and assigns. Each Owner (including Declarant) shall be fully discharged and relieved of liability on the covenants contained therein, in his capacity as Owner, insofar as such covenants relate to each Lot, upon ceasing to own such Lot(s) and upon paying all sums and performing all obligations thereunder, up to the time his ownership interest terminates, as provided herein.

13.9 Choice of Law. This Declaration shall be construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, Declarant has executed these presents this 26th day of July, 1988

Attest

ORION MARKETING, INC

BY: JOEL I ONTELL, V-P

ITS: GENERAL PARTNER

Stafford Venture Associates

BY: _____

The V.P. of Orion Marketing Inc

Of General Partner.

a General Partner

Settler's Landing Homeowners' Association

BY: GRANT SMITH

ITS: VICE PRESIDENT

BY: _____

ITS: ~~Pres.~~ Vice Pres. of

As to section 8 of Settler's Landing:

SKYLINE INVESTMENT GROUP, Inc

BY: JOEL I ONTELL

ITS: GENERAL PARTNER

Parcel 8 Associations

BY: _____

ITS: President of Skyline Investment Group Inc. the General Partner.

STATE OF VIRGINIA)
) ss.
COUNTY OF STAFFORD)

On this 26TH day of July, 1988, before me appeared JOEL I ONTELL, to me personally known, who, being by me duly sworn, did say that he is the VICE-PRESIDENT OF ORLAN MARKETING, INC, a general partner of Stafford Venture Associates, a New Jersey General Partnership that the foregoing instrument was signed in the name of and on behalf of said corporation and partnership, and acknowledged that he executed the same as his free act and deed and as the free act and deed of said corporation and partnership.

Notary Public

My Commission Expires: April 6, 1990

STATE OF VIRGINIA)
) ss.
COUNTY OF STAFFORD)

On this 26TH day of July, 1988, before me appeared GRANT SMITH, to me personally known, who, being by me duly sworn, did say that he is the VICE PRESIDENT of Settlers Landing Homeowners' Association, a Virginia non stock, not-for-profit corporation, that the foregoing instrument was signed in the name of and on behalf of said corporation, and acknowledged that he executed the same as his free act and deed and as the free act and deed of said corporation.

Notary Public

My Commission Expires: April 6, 1990

STATE OF VIRGINIA)
) ss.
COUNTY OF STAFFORD)

On this 26th day of July, 1988, before me appeared JOEL I ONTELL, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT OF SKYLINE WESTBROOK GROUP, INC, a general partner of Parcel 8 Associates, a Virginia General Partnership that the foregoing instrument was signed in the name of and on behalf of said corporation and partnership, and acknowledged that he executed the same as his free act and deed and as the free act and deed of said corporation and partnership.

Notary Public

My Commission Expires:

Exhibit "A"

Legal Description of lands subject to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Settler's Landing.

All those certain lots, pieces and parcels of land described as Settlers Landing Section I Subdivision as shown on the Plat Maps thereof recorded in Plat Book 14, Page 133-134 in the Clerk's Office of the County of Stafford consisting of 19.854 acres, and containing a total of 30 lots.

All those certain lots, pieces and parcels of land described as Settlers Landing Sections 2-8 Subdivision as shown on the Plat Maps thereof recorded in Plat Book 15, Page 280-291 in the Clerk's Office of the County of Stafford, consisting of 101.2536 acres and containing a total of 260 lots.

STATE OF VIRGINIA,
COUNTY OF STAFFORD, TO-WIT:
IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT FOR THE COUNTY OF STAFFORD, THE DAY OF , 19
THE FOREGOING DEED WAS PRESENTED AND WITH THE CERTIFICATE ANNEXED, ADMITTED TO RECORD AT AND INDEXED, AFTER PAYMENT OF $ TAX IMPOSED BY SEC. 58-54.1. TESTE:

CLERK.

Exhibit "B"

Description of Common Areas

The common areas which are subject to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Settler's Landing are set forth on the recorded plats described on Exhibit "A", and such additional common areas as may be annexed pursuant to the terms of this Declaration.

STATE OF VIRGINIA,
COUNTY OF STAFFORD, TO-WIT:
IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT FOR THE COUNTY OF STAFFORD, THE 1 DAY OF August, 1988 THE FOREGOING ~~DEED~~ amendment WAS PRESENTED AND WITH THE CERTIFICATE ANNEXED, ADMITTED TO RECORD AT 10:47 PM AND INDEXED, AFTER PAYMENT OF $ ~ TAX IMPOSED BY SEC. 58-54.1.

TESTE:
Lillian L Knight CLERK.
By: Donna A Lucas