

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR TOWN AND COUNTRY COMMUNITY CORPORATION

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TOWN AND COUNTRY COMMUNITY, made and entered into this 15th day of May 2024, by TOWN AND COUNTRY COMMUNITY CORPORATION, A Virginia non-stock corporation (“Association”).

WHEREAS, declarant has heretofore recorded among the land records of Stafford County, Virginia, in Deed Book 214 at page 111, the Declaration of Covenants, Conditions and Restrictions for Town and Country Community, and

WHEREAS, Declarant has caused to be platted and recorded a plat of Sullivan-Donahoe & Associates, dated January 2, 1970, and entitled “Plat of Subdivision, Section One, Town and Country”, and

WHEREAS, Declarant has conveyed the Common Area to the Association; and

WHEREAS, Declarant no longer is owner of any properties in Town and Country Community; and

WHEREAS, the Association desires to amend the aforesaid Declaration as hereinafter provided.

NOW, THEREFORE, WITNESSETH: The Association, for and in consideration of the premises and covenants contained in the Declaration and contained in this Amendment, does hereby amend the Declaration as follows:

WITNESSETH

WHEREAS, the said parties of the first part are the sole owners and proprietors of the hereinafter described property, this being a portion of the property acquired by deed from Gertrude S. Peyton et als,

dated January 10, 1969, and recorded in Deed Book 190 at Page 214, among the land records of Stafford County, Virginia;

WHEREAS, it is the desire of the said parties of the first part to subdivide the hereinafter described parcel of land as a subdivision to be known as "SECTION ONE, TOWN AND COUNTRY", and to dedicate for public use the streets as shown on plats of Sullivan-Donahoe & Associates, attached hereto and made a part hereof, and further to create and establish the easements for the purposes as set forth on the attached plat.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and the premises, the said parties hereto do hereby subdivide the same into lots, streets and common area and do hereby create and establish the several easements, all as shown on a plat of Sullivan-Donahoe & Associates, dated January 2, 1970, and entitled "Plat of Subdivision, Section One, Town and Country", a copy of which is attached hereto and recorded along herewith as a part hereof. The streets shown on said plat which are hereby dedicated to public use are: Town and Country Drive, Meadow Drive and Bon Air Street up to its intersection with Kensington Drive; said Kensington Drive and Coventry Court are not hereby dedicated to public use, it being the intention of the Declarant that they shall be a part of the Common Area

There is also recorded along herewith a plat of Town and Country Drive made by Sullivan-Donahoe & Associates, dated February 27, 1970. The whole of Town and Country Drive as shown on said plat is hereby dedicated to public use.

The tracts of land which are herein subdivided are more particularly described as set forth in Schedule "A" attached hereto and made a part hereof.

This subdivision is made with the free consent and in accordance with the desires of each and every party hereto.

The party of the second part hereby accepts the responsibilities and duties imposed upon it by the "Covenants, Conditions and Restrictions" hereinafter set forth.

And all of the parties hereto and each of them, declare that all of the property herein described, as shown on the aforementioned plat attached hereto, shall be held, sold and conveyed subject to the following Easements, Covenants, Conditions and Restrictions, which are for the purpose of protecting the value and desirability of said property, which Easements, Covenants, Conditions and Restrictions shall be deemed covenants real running with the land and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successor and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. “Association” shall mean and refer to Town and Country Community Corporation, its successors and assigns.

Section 2. “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. “Member” shall mean and refer to every person or entity who holds membership in the Association.

Section 6. “Owner” shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those

having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Russell G. Sullivan and Mabel L. Sullivan, their successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

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 of record to assessment by the Association, including contract seller, shall be a member of the Association. The foregoing is not intended to include person or entities who hold an interest merely as security for the performance of an obligation. Any owner of one or more lots shall have one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessments by the Association. Ownership of such lot shall be the sole qualification for membership.

ARTICLE III

VOTING RIGHTS

Members shall be all those Owners as defined in Article II. ~~Members~~ Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE IV
PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area, parking areas and streets, and such easement of enjoyment shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members.
- (b) The right of the Association to charge reasonable admission or other fees for the use of any recreational facility situated upon the common areas.
- (c) The right of the Association, in accordance with its Articles and Bylaws to borrow money for the purpose of improving the common areas and facilities and in aid thereof, with the assent of two-thirds (2/3rds) of members who are voting in person or by proxy, at a meeting duly called for this purpose, to mortgage said property, subject to this Declaration and the easement of enjoyment created hereby, and to acquire property encumbered by the lien or liens of the deed or deeds of trust securing improvements on said property; provided that any such mortgage of the common areas must state that it is subject to this Declaration, subordinate to the rights of the members hereunder; to mortgage said property and to acquire property encumbered by deed or deed of trust securing improvements on said property.
- (d) The right of the Association to suspend the voting rights of a member, and right to the use of any recreational facilities constructed on the Common Areas by a member, his tenants, family, or guests for any period during which any assessment against the member or said members' lot remains unpaid, including for infraction of its published rules and regulations

of the Association, and for the period not to exceed thirty (30) days; provided, however, that direct access to a member's lot over any road within the Properties which is a Common Area shall not be denied the member.

- (e) The right of the association at any time or upon dissolution to dedicate or transfer, subject to approval of the Stafford County Planning Engineer or his successors, all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3rds) of the votes agreeing to such dedication or transfer and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.
- (f) The right of the Association to adopt and enforce rules and regulations governing the use of the common area, parking areas or streets, including the imposition of fines for the violation thereof.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the common areas and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for themselves and their heirs and assigns, that they will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, but subject to easements, covenants and conditions contained herein or recorded prior thereto and subject to easements for utilities and other public purposes regardless of when recorded as may be required in the orderly development of the property, prior to the conveyance of the first lot.

Section 4. Parking Rights. The Association shall promulgate rules and regulations needed to regulate the use of any parking areas for the benefit of all owners, which rules and regulations may include

assignment of parking spaces. Each unit shall be assigned two (2) parking spaces for the exclusive and reserved use of the individual residing within the unit, unless the unit contains a private parking area within the lot, in which case only one assigned space will be assigned. Parking spaces will be assigned as near and close to the lot as reasonably possible. Assignment of parking spaces does not transfer ownership of any parking facilities to residents. All parking facilities are part of the community's common area, which remains in the ownership of the Association.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each lot owned within the above-mentioned properties hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association:

- (a) Annual assessments or charges (dues), and
- (b) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, where the Board of Directors has found by resolution that said special assessment is used primarily for the maintenance and upkeep, including capital expenditures of the Common Areas. The annual and special assessments, together with such interest and late fees thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, late fees, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at

the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the payment of taxes and improvements and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3. Basis of Assessments. The Association may levy in each of its fiscal years an annual assessment (annual dues) against each lot or unit. The amount of such annual assessments shall be established by the Board of Directors at least forty-five (45) days in advance of each annual assessment period. The amount of the annual assessment shall be determined by the Board of Directors according to its estimate of the costs of providing services or rights of use which are common to all units. As to each of the fiscal years of the Association the Board of Directors may increase the annual assessments for each lot or unit by the greater of (i) five percent (5%) of the annual assessments for the current fiscal year of the Association, or (ii) the percentage increase if any, in the consumer price index, or equivalent, published by the United States Department of Labor for the Metropolitan Washington area over the twelve (12) month period ending five (5) months prior to the end of the fiscal year of the Association, or such similar consumer price index if the index herein described is no longer in existence. Annual assessments may be further increased at any meeting of members, provided that, any such assessments shall have the assent of two-thirds (2/3rds) of the votes of all members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected monthly.

Section 6. Quorum for any Action Authorized under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of 60% of members voting in person or by proxy shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment Due Date. The Board of Directors shall fix the amount of the annual assessment against each lot at least forty five (45) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall

be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Remedies of the Association in the event of Default. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear a monthly late fee of five percent (5%) of the principal and interest from the date of delinquency at the rate of six percent (6%) per annum. In addition, the Association at its discretion may:

- (a) Impose a penalty as previously established by rules;
- (b) Accelerate the required payment date of the entire remaining annual assessments;
- (c) Shall have all the rights provided to the Association pursuant to the Virginia Property Owners Association Act, Section 55-508, et seq., of the Code of Virginia, 1950, as amended, for the collection of said assessments;
- (d) Bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the property, and interest, late fees, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment; and
- (e) Suspend a member's rights to use facilities or nonessential services offered by the Association to the extent that access to the lot through the common area is not precluded.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot or unit.

Section 9. Subordination of the Lien to Deeds of Trust. The lien of the assessment provided for herein shall be subordinate to real property taxes and to any bona fide and duly recorded First Trust lien. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to such Deed of Trust, pursuant to a decree of foreclosure under such Deed of Trust, or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such

assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Area.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes, including attached utility rooms, upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provision of this Article, the rules of law regarding party walls and liability for the property damage due to negligence or willful act of omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire and Other Casualty. If a party wall is destroyed or damaged by fire or other casualty or by some cause other than the act of the adjoining owner, his agents, or family (including ordinary wear and tear and deterioration from lapse of time), then, in such event both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good a condition as formerly, in proportion to their respective use of the party wall. "Proportion to their respective use of the party wall" shall be defined as a fraction, the numerator of which is the lineal feet (length as determined by a line

parallel to the ground at ground level) of the party wall common to one owner and denominator of which is the total lineal feet (length as determined by a line parallel to the ground at ground level) of the party wall.

Section 4. Repairs Caused by One Owner. If any such party wall is damaged or destroyed through the act of one adjoining owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), so as to deprive the other adjoining owner of the full use and enjoyment of the wall, then the first of such owners (damaging owner) shall forthwith proceed to rebuild and repair the same to as good a condition as formerly, without costs to the adjoining owner (non-damaging owner).

Section 5. Other Changes. In addition to meeting the other requirements of these restrictive covenants, and of any building code or similar regulations or ordinances, any owner proposing to modify, make additions to, or rebuild his residence in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining owner.

Section 6. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 7. Right to Contribute Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall inure to the benefit of and shall be binding upon the respective Owners thereof, their heirs and assigns.

Section 8. Dispute. In the event of any dispute between owners with respect to the repair or rebuilding of a party wall, or with respect to the sharing of the costs thereof, under the provisions of this Article, then, upon written request of one of such owners addressed to the Association, the matter shall be submitted to the Board of Directors, who shall decide the dispute, and the decision of the Board of Directors shall be final and conclusive upon the parties. In resolving such

disputes, the Board of Directors shall conduct a hearing, after notice to each of such owners and each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the declaration shall be by a majority of all the arbitrators. Such hearing shall take place no less than seven (7) days, nor more than thirty (30) days from receipt of the complaint.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall, antenna, swimming pool or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration, including but not limited to, trees, shrubs, grass, walks, signs, light fixtures, thereon be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance by the Association. The Association shall provide maintenance upon the Common Area and maintenance of Public Easements as required prior to the subjecting of the Properties to this Declaration, or as may subsequently be established.

If the need for maintenance or repair is caused through the willful or negligent act of any Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

Section 2. External Maintenance by the Lot Owner. All external maintenance and repair required of any lot and buildings thereon to meet community standards as set by the Architectural Review Committee is the responsibility of the owner of each lot, including but not limited to painting, roofing, steps and sidewalks, grass cutting, snow removal of walkways, shrubbery trimming, fences, windows, doors, and lighting. Every lot shall be maintained in a neat and attractive manner, so as not to detract from the appearance of the entire property.

Section 3. Right to Enter Property. Each Owner shall permit the Association's officers, directors, agents, and employees to enter upon the Owner's premises, at reasonable times and upon reasonable notice, to maintain the Common Area and to repair, replace and otherwise maintain exterior surfaces upon each lot as herein provided.

ARTICLE IX

PROTECTIVE COVENANTS AND RESTRICTIONS

1. The properties herein located within the Town and Country Community shall be used exclusively for residential purposes. No portion of a lot created by this instrument shall be used for any professional, industrial, mining or commercial activities.
2. No clothing, laundry or wash shall be aired or dried on any portion of the, including the common areas other than on portable or retractable laundry lines in rear yards. No lines may be left up overnight.
3. No tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Owners shall always maintain their property and all appurtenances thereto in good repair and in a state of neat appearance. All flower gardens, shrubs, and trees shall be neatly maintained. All lawn areas shall be kept mowed and shall not be permitted to grow beyond a reasonable height, not to exceed a 6 inch blade height from the ground. All shrubbery, flowers, and plants placed in front of the home shall be kept neatly trimmed and not permitted to reach beyond the bottom frame of the original front windows of the home. All curb areas in front of homes must be kept free of grass, weeds, and trash.
4. No noxious or offensive activity shall be carried on in or around any portion of the residential property, or on any Common Area, nor shall anything be done or placed thereon or permitted to remain on any lot which may be or become a nuisance or annoyance to the neighborhood.

5. No sign of any kind shall be displayed to the public view on any lot, except temporary real estate signs not more than four square feet in area advertising the property for sale or rent.
6. Nothing herein shall be deemed to prohibit an owner from displaying the flag of (i) the United States, (ii) the Commonwealth of Virginia, (iii) any active branch of the armed forces of the United States, or (iv) any military valor or service award of the United States provided, however, that no such flag shall exceed 3 feet by 5 feet in size.
7. No horse, pony, cow, chicken, pig, hog, sheep, goat, or other domestic or wild animals shall be kept or maintained within the community; however common indoor household pets may be kept provided that they are not kept, bred or for commercial purposes, or in unreasonable numbers and do not create a nuisance or annoyance to surrounding lots or the neighborhood. All pets must be kept inside the Owner's premises and not allowed to become a nuisance to other residents or to enter neighboring properties. Feeding and caring for feral animals is prohibited.
8. Closed trash and garbage containers shall be required for storage of trash but shall not be permitted to remain in public view except on days of trash collection. Trash and garbage containers shall be clearly marked with the accompanying house number. No accumulation or storage of litter, new or used building materials, old appliances, or trash of any other kind shall be permitted on any lot. All lawnmowers, landscaping tools, lawn equipment, tools, grills, bicycles, and play equipment must be stored in the rear yard of the property.
9. No person shall paint any part of the exterior of any building a color different from the original color of said building without the proposed color having been approved by the Board of Directors of

the Association, or by the Architectural Control Committee appointed by the Board.

10. The exteriors of all structures, including walls, doors, windows, steps, and roofs shall be kept in good maintenance and repair. In the event of fire, windstorm or other damage, the exterior of any structure shall not be permitted to remain in a damaged condition for longer than three (3) months.

11. No structure or addition to be a structure shall be erected, placed or altered on any lot until the plan and specifications, including elevation, material, color and texture and a site plan showing location of improvements with grading modifications shall be filed with and approved in writing by the Board of Director of the Association or an Architectural Control Committee appointed by the Board. Structure shall be defined to include any building or portion thereof, fence, pavement, driveway, or appurtenances to any of the aforementioned.

12. No fence, or other enclosure, shall be erected or built on any lot until approved in writing by the Architectural Review Board as to the location, materials, and design. Any fence or enclosure built on any lot shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property. Notwithstanding anything to the contrary contained within, any fence or enclosure built on any lot shall be the same height, design, and material as what has previously been constructed within the subdivision at the time. No fences are allowed to be erected in or around the front yards of homes. Any erection or removal of any fence or structure must have the written approval of the Board of Directors or the Architectural Review Committee. Members are responsibility for the upkeep, maintenance, and repair of fences and structures erected on their lot.

13. No junk vehicle, recreational vehicles, ~~or~~ house trailer, or commercial or industrial vehicles shall be regularly or habitually parked on any street within the subdivision, or otherwise parked within the boundaries of the subdivision, for a period lasting more than two (2) days except upon the written approval of the Board of Directors or its designee. The Association shall not be required to provide a storage area for these vehicles.

ARTICLE X

EASEMENTS

Section 1. Blanket Easement. There is a blanket easement hereby granted to the Association, its Directors, officers, agents, or employees, to any manager employed by or on behalf of the Association, and to all police, firemen, ambulance personnel and all similar persons, and to workers from utilities, water, sewer, and cable to enter upon the Properties in the exercise of functions provided by this Declaration and the Articles, By-Laws and Rules of the Association, in the event of emergencies, and in performance of governmental functions.

Section 2. Rights to the Easements. The rights accompanying the easements provided in Section 1 hereof shall be exercised only during reasonable day light hours and then whenever practicable only after advance notice to, and with the permission of, any owner or tenant directly affected thereby when not an emergency situation or a governmental function.

ARTICLE XI

ANNEXATION OF ADDITIONAL PROPERTIES

The Association may, at any time, annex Common Areas and/or residential properties in addition to the Properties described in Article IV and provide for maintenance, preservation, and architectural control of residence lots, and so add to its membership under the provisions of Article II, provided that any such annexation shall have the assent of two-thirds (2/3rds) of the membership of each class.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run and bind with the land, and shall inure with the benefit of and be enforceable by the Association, or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years. The covenants and restrictions of this Declaration may be amended during

the first twenty (20) years by an instrument signed by not less than ninety (90%) of the lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the lot Owners. Any amendment must be properly executed, acknowledged and recorded.

Section 4. Condemnation. In the event that any part of the Common Area is appropriated or otherwise taken under the power of eminent domain, the proceeds of the condemnation shall be used as the Board of Directors deems proper under the circumstances and in accordance with the purpose for which the Association is incorporated, including the acquisition of additional lands (if available) to be used in the place and stead of the lands so condemned.

Noting herein contained shall prevent any Owners whose lot is directly damaged by such condemnation, from contesting the same and seeking an award for the impairment of the rights and easements immediately appurtenant to such lot.

WITNESS the signature and seals:

_____ SEAL
Emmanuel Addai