

**MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESERVATIONS, RESTRICTIONS AND EASEMENTS**

SUMMERS LANDING

THIS DECLARATION of Covenants, Conditions, Reservations, Restrictions and Easements ("Declaration") applicable to SUMMERS LANDING, Section Six-A and portions of Section One, made as of the 13th day of April, 1998, by **SUMMERS LANDING, L.L.C.** ("Declarant"), a Virginia corporation, and **WINTERS LANDING ASSOCIATES, L.L.C.** ("Winters") provides:

INTRODUCTION

1 The Declarant is the fee simple owner of certain real property, previously known as Winters Landing, Sections 2 and 6, being a total of approximately 263 acres, together with additional contiguous property containing 201 ± acres, and Winters, for the purposes of this Declaration, is the owner of Tracts 12 through 15, Section 1, Winters Landing ("Winters Tracts") all as originally planned and known as Winters Landing, being a total of approximately 464 acres, as shown on that certain preliminary plan titled "Winter's Landing Sections 1-5" approved by Spotsylvania County on March 16, 1988 and thereafter as subsequently expanded to include Section 6. Section 1, containing Tracts 12 through 15, among others, is evidenced by that certain plat by Kniseley & Associates, P.C., dated July 7, 1988, titled "Winter's Landing, Section 1," and recorded January 17, 1989 in Plat File 2 at Pages 25-28 among the land records at Spotsylvania County, Virginia. Section 2, containing Tracts 16 through 31, 33 through 59, 59A, 60 through 71, 73, 74 and a "Common Area" parcel of 4.248 acres, is evidenced by a plat by Kniseley & Associates, P.C., dated July 7, 1988, titled "Winter's Landing, Section Two," and recorded January 7, 1989 in Plat File 2 at page 29 among the aforementioned records in Spotsylvania County, Virginia. The "Winter's Landing, Section Two" plat was subsequently corrected by i) Plat of Correction dated July 7, 1988, and last revised April

27, 1989, approved May 23, 1989, and recorded in Plat File 2, at pages 219-223 in the aforementioned records and, ii) Plat of Correction dated July 7, 1988 and last revised December 12, 1996, approved December 23, 1996 and recorded in Plat File 6 at pages 51-55 on December 27, 1996 among the aforementioned records, which Plat of Correction is titled "Summers Landing, Section Two" (formerly Winter's Landing Section 2). Section 6, containing Lots 173 through 251 and Parcels A and B, is evidenced by a plat by Kniseley & Associates, P.C., dated November 20, 1989, titled "Winter's Landing, Section 6," recorded March 6, 1991 in Plat File 3 at page 141 among the aforementioned records in Spotsylvania County. The totality of the property referenced above is hereinafter referred to as the "Total Property".

2. Pursuant to Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 958, Page 611, in the Office of the Clerk of the Circuit Court of Spotsylvania County, Virginia (the "Original Declaration"), covenants, conditions and restrictions were imposed upon the Total Property. By Supplementary Declaration of Covenants, Conditions and Restrictions recorded as Instrument numbered 03491, in Deed Book 1440, Page 457, in the Office of the Clerk of the Circuit Court of Spotsylvania County, Virginia, all of the Total Property other than Tracts 1-11 of Section I (all of the Total Property, excluding Tracts 1-11, Section 1, being hereinafter referred to as the "Property"), was released, deannexed and excluded from the Original Declaration and, by Second Supplementary Declaration of Covenants, Conditions and Restrictions recorded as Instrument Number 97006096 in Deed Book 1449 at page 815 on April 19, 1997 in the aforesaid land records of Spotsylvania County, Virginia, Lots 1-11, Section I of Winter's was released, deannexed and excluded from the original Declaration.

3 The Declarant desires to create a general plan for the development and use of the Property. The Declarant further desires to provide for the common use, by the members of the community, of certain facilities and to provide for the maintenance of the common facilities.

4. Declarant's predecessor caused to be incorporated under the laws of the Commonwealth of Virginia as a non-profit, non-stock corporation, the Summers Landing Homeowners' Association, Inc., ("Homeowners' Association" or " Association") organized for the purposes of maintaining, administering and owning the Common Properties and the improvements located thereon. Each owner shall be a member of the Homeowners' Association and abide by the duties and obligations established by such Association.

5 The Declarant and Winters hereby declare that Tracts 12, 13, 14 and 15, Section 1, and Section 6A, as shown on the plat by Greenhorne & O'Mara entitled "Resubdivision of Winter's Landing, Section 6, Now Known as Summer's Landing, Section 6A", dated August 2, 1997, and recorded in the Office of the Spotsylvania Circuit Court Clerk at Plat Book 6, Page 442 (being a part of previously recorded Section 6) including specifically Tracts numbered 173-175, 176-A through 78-A, 179, 180-A through 187-A, 189, 250-A and 251-A, all inclusive, being a total of nineteen (19) lots, together with Parcels A-1 and E-1 (also a part of previously recorded Section 6) and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, conditions, reservations, restrictions and easements hereinafter set forth for and during the period of time hereinafter specified. Tracts 1-11, Section may, from time to time, individually or

collectively, by separate instrument executed by the owner(s) of said tracts as approved by Declarant, or the Board of Directors if the Class B membership has closed (Article VIII, Section 2b.), and properly recorded in the Spotsylvania land records, be included within the scope of this Declaration.

ARTICLE I

Definitions

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise require) shall have the following meanings:

- a. Association shall mean and refer to Summers Landing Homeowners' Association, Inc.
- b. The Properties shall mean the Property and all additions thereto as are subject to this Declaration and any Supplemental Declaration under the provisions of Article II hereof.
- c. Lot shall mean and refer to any lot shown on any recorded subdivision plat of the Properties and any improvements thereon with the exception of the Common Properties as herein defined.
- d. Plats shall mean and refer to any engineering drawing recorded among the land records of Spotsylvania County by the Declarant, its successors or assigns which bears the approval of the County Agent and subdivides or resubdivides the Property creating Lots, Tracts, Common Properties, streets, roadways and the like.
- e. Tract shall mean and refer to any tract shown on any recorded subdivision plat of the Properties and any improvements thereon with the exception of the Common Properties or herein defined.

f. Residence shall mean and refer to one detached single-family dwelling not to exceed three stories in height constructed upon a Lot.

g. Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Residence, but notwithstanding any applicable theory of mortgages, shall not mean or refer to the mortgagee or any trustee therefor unless and until such mortgagee has acquired title pursuant to foreclosure or any transaction in lieu of foreclosure.

h. Common Properties shall mean and refer to those improvements and those areas of land and any improvements thereon (including any entrance monuments), owned, or to be owned, by the Association and intended to be devoted to the common use and enjoyment of the Owners. The Common Properties shown on the Plats are more particularly described as follows:

Section 1 contains no Common Property.
Section 6A contains Parcel A-1 and Parcel B-1

Members shall mean and refer to all members of the Association.

Declarant shall mean and refer to Summers Landing, L.L.C., a Virginia limited liability corporation, its successors and assigns, for the purpose of the development of the Properties.

k. Architectural Control Committee shall mean and refer to the committee established pursuant to Article IV hereof.

ARTICLE II

Additions to Property Subject to this Declaration

Additional Property. The Declarant will have a right to bring within the scheme of this Declaration additional properties in future stages of development of Summers Landing

provided that such properties will become subject to assessments for their share of the expenses of the Association. Such additional property is within the area described as the remainder of Section 6 and future Sections 2, 3, 4, and 5, or any variation thereof, all inclusive, together with i) Lots 1- , Section I and ii) all roadways, open spaces and common spaces as shown on the Winter's Landing Preliminary Plans as approved by Spotsylvania County, together with any adjoining property which may be acquired by Declarant. Any such additional property will be annexed, if at all, before December 31, 2015. The Declarant is not bound to make any addition to Summers Landing. Additions authorized under this section may be made by filing of record a Supplemental Declaration with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such additional property provided that the Veterans Administration determines that the annexation of such additional property is in accord with the general plan which it has heretofore approved. Such Supplemental Declarations may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

2. Title to Common Properties. The Declarant agrees to convey the Common Properties in each section of development, if any, to the Association before the conveyance of the first Residence in that section. Such conveyance or conveyances may be subject to certain easements and reservations to be determined in the sole discretion of the Declarant provided that such Common Properties shall be conveyed free and clear of all liens and encumbrances. The Association may, from time to time, grant such easements over, under, upon or through its Common Properties as may be required for the

orderly development of the Property or adjacent properties. Such easements shall be granted without cost to the Association.

ARTICLE III

General Reservations

Entrance Wall, Sign, Fence and Landscaping Easements. The Declarant hereby reserves unto itself, its successors and assigns, including all Owners and the Association, easements upon Parcels A-1 and B-1, Section 6A, and Tracts 12, 13, 14 and 15, Section 1, for the construction and maintenance of an entrance monument/feature, and/or walls and/or sign, which individually or collectively announce the entryway to the Property, together with associated landscaping and for builder directional and welcome and/or monument signage and associated landscaping. The Declarant shall have the right, but not the obligation, to construct an entrance sign and decorative fence within the easement areas. All such signage may be illuminated if so designed. Detailed easements shall be recorded upon each of the designated lots prior to their conveyance. Additional signage easements for intra-community directional signage, builder directional signage, neighborhood signage and/or model home signage may be created by Declarant as deemed necessary on other Lots.

2. **Excavation.** No excavation of stone, gravel or earth shall be made upon any Lot except in connection with the construction of basements, cellars, retaining walls, pools, athletic courts, landscaping or driveways. All displaced material shall be immediately removed or immediately used in conjunction with previously approved improvements. No excavation on the Property shall be commenced without the prior written approval of the Architectural Control Committee.

ARTICLE IV

Architectural Control and Land Use

1 Architectural Control. In order to insure external harmony of design and compliance with the architectural standards set forth hereinbelow, NO RESIDENCE OR OTHER IMPROVEMENTS, INCLUDING OUT BUILDINGS, FENCES, GARAGES, AND THE LIKE, SHALL BE CONSTRUCTED OR PLACED ON THE PROPERTY OR EXTERNALLY ALTERED UNLESS AND UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE (AS HEREINAFTER DEFINED) AS TO QUALITY OF MATERIAL, HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES, LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISHED GRADE ELEVATION. Such plans and specifications shall include working architectural drawings, complete specifications, a plot plan of the Lot showing the location of the Residence and any other improvements, parking areas and driveways, a designation of any trees to be cut, grading, drainage, erosion control and landscaping plans. In the event that the Architectural Control Committee disapproves any proposal as provided hereinabove, the Architectural Control Committee may suggest those changes which will permit approval. The Architectural Control Committee may base refusal of approval of such plans and specifications upon any ground, including purely aesthetic considerations, which, in the discretion of the Architectural Control Committee shall seem sufficient. In the event that the Architectural Control Committee has not disapproved any plans and specifications within 45 days after their submission to the Architectural Control

Committee, such plans and specifications shall be deemed approved by the Architectural Control Committee.

2. Residences a. General Style. No structure shall be erected, altered or permitted to remain on any Lot other than single Residences, garages, outbuildings and fences approved by the Architectural Control Committee in accordance with Section 1 of this Article. All residences must be of traditional architecture and shall have at a minimum a one (1) car garage either attached or integral with the home. The Architectural Control Committee may waive, at its option, strict compliance with the foregoing provided that (i) such waiver is in writing and (ii) the Architectural Control Committee approves in writing any substitute design or style of a Residence. All Residences, garages and other improvements must be in general conformity and harmony with the class of existing structures on the surrounding Lots.

b. Minimum Square Footage Requirements. All ranch-style Residences must have a finished, main living level area of at least 1,600 square feet and shall incorporate a minimum 8/12 roof pitch. All two-story Residences must have a total finished area of at least 1,800 square feet. All tri-level Residences must have a mid- and upper-level finished area of at least 1,550 square feet. All one and one-half story Residences must have a total finished area of at least 1,600 square feet. All split foyers must have a finished upper floor area of at least 1,350 square feet and shall incorporate a front gable feature in the architecture. The foregoing dimensions are exclusive of porches, carports, garages and basement areas. NOTE: Tri-level and split foyer residences shall be sited only upon selected lots. All Residences and garages other than a ranch style residence shall have at least a 6/12 roof pitch as the main element of the roof unless the Architectural Control Committee expressly states otherwise in its approval of the plans

and specifications. No structure exceeding 35 feet in height, other than a Residence, shall be constructed on any Lot.

c. Color. All exterior walls, regardless of material used, must be of a color approved by the Architectural Control Committee.

3. Construction Materials. a. Exterior Walls. The exterior walls of all buildings constructed on any Lot, including Residences, garages and outbuildings (if approved), shall be (i) constructed of brick or stone; or (ii) covered with solid wood siding; or (iii) covered with horizontal hardboard type siding, or (iv) covered with horizontal aluminum siding having a minimum gage of .024 of an inch; or (v) covered with horizontal vinyl siding having a minimum gage of .040 of an inch or (vi) constructed or covered with any other material approved in writing by the Architectural Control Committee. The exposed portion of any horizontal siding may be no more than eight inches in width. The use of any exterior metal materials for construction purposes other than metal roofing, metal window frames, aluminum siding, soffit and fascia is prohibited provided, however, that the Architectural Control Committee may permit the use of such material by express written approval.

b. Roofs. The roofs of all Residences and other improvements to be constructed on the Property shall consist of fiberglass or asphalt shingles, slate, shake, or of a hardboard material fashioned to resemble shake.

c. Foundations. All exposed foundations must be covered with a stone or brick veneer, or if a poured wall foundation, the exposed surfaces must be a brick mold texture, painted to match the Residence as approved by the Architectural Control

Committee. Exposed brick mold exceeding 18" in height at the front of a Residence shall be landscaped to screen the foundation.

d. Garages. Any garage located on any Lot must conform architecturally to the Residence which it serves.

e. Landscaping. Adequate foundation planting shall be a part of each home. A landscaping plan shall be submitted for approval.

f. Fences. Fences must be constructed of wood, or wood grained p.v.c. or similar high impact plastic, brick or stone; provided, however, that the construction, location and design of any fence located on the Properties must be approved by the Architectural Control Committee. Black or green vinyl welded-wire fencing may be affixed to the inside of any open-design wood fence with approval by the Architectural Control Committee. Fences shall not extend beyond the front plane of the Residence, unless specifically approved by the Architectural Control Committee.

g. Mail Boxes. All mail box posts must be, at a minimum, constructed of 4"x4" pressure treated wood or 4"x4" cedar with a pyramid or other decorative top provided that the construction, location and design of all mail box posts to be located on the Property must be approved by the Architectural Control Committee.

h. Waivers. Notwithstanding the foregoing, the Architectural Control Committee may waive, at its option, strict compliance with the foregoing construction material standards provided that (i) such waiver is in writing and (ii) the Architectural Control Committee approves in writing any substitute construction material.

4. Completion of Construction. The exterior of all Residences and other improvements must be completed within nine months after construction commences,

unless such completion is impossible or would result in great hardship to the Owner or builder due to strike, fire, national emergency or natural calamity. Residences may not be temporarily or permanently occupied until the exteriors thereof have been completed and only then in compliance with County procedures. During any construction activities, the Owner (or builder if initial construction of Residences) shall require the contractor and subcontractors to maintain the building site in a reasonably clean and uncluttered condition. Within one month after the completion of any construction, all debris, waste material, excess material and equipment shall be removed. Weather permitting, within one month after completion of a Residence, the driveway and any parking areas shall be finished as specified in the plan submission and the Lot shall be landscaped per the plan submitted and any bare earth seeded in accordance with Spotsylvania County procedures. Proper erosion prevention methods must be used to avoid erosion on and across Lots at all times, both during construction and after construction has been completed.

5. Subdivision of Lots Prohibited. No Lot shall be subdivided or its boundary lines changed for the purpose of establishing more than one Residence building site per Lot.

No more than one Residence shall be constructed on anyone Lot as shown on the Plats.

6. Building Location. All residences shall be constructed in strict compliance with all appropriate Spotsylvania County set-backs.

7. Outbuildings. No storage shed, trailer, barn or other similar outbuilding or structure shall be placed on the Properties at any time, either temporarily or permanently, without the express written consent of the Architectural Control Committee provided, however, that the Declarant and/or builders may place temporary outbuildings on the Properties in connection with (i) the construction, development or repair of the Properties