

AMENDED

DECLARATION OF RESTRICTIONS

APPLICABLE TO

NORTH ROLLINGWOOD

THIS AMENDED DECLARATION OF RESTRICTIONS is made and entered into this _____ day of November, 2008, by 3 MAC II, L.L.C., a Virginia limited liability company, hereinafter the "Declarant", Cedar Creek Construction, Inc., a Virginia corporation ("Cedar Creek"), GTC Homes, Inc., ("GTC Homes"), and Lucy Construction, Inc., a Virginia corporation, ("Lucy"), owners in fee simple of the following described real property:

ALL those certain numbered lots, pieces or parcels of land with the buildings and improvements thereon being situate and being in the City of Chesapeake, Virginia and being all the numbered Lots 1 through 43 as shown on the plats entitled "Subdivision of NORTH ROLLINGWOOD, Pleasant Grove Borough, Chesapeake, Virginia", which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake in Map Book 151, pages 163, 163A and 163B.

The undersigned does hereby declare and give notice that the above numbered lots described above on the plat are subject to the following limitations, restrictions and conditions, hereby specifying that said covenants shall constitute covenants to run with the land, as provided by law, and under and through the undersigned Declarant and their successors-in-interest. This Declaration is put to record for the benefit of, and to impose limitations upon, all future owners of the above described lots in said subdivision and to impose a uniform scheme of development and improvement of the said land for the common benefit of all the owners of said lots.

The said limitations, restrictions and conditions shall govern all of the above described lots without the requirement that reference be made to any of said limitations, restrictions and conditions in any subsequent conveyance.

1. No dwellings, building, wall, fence, retaining wall, bulkhead, aerial, antenna, or any other structure of any description whatever shall be placed upon any lot unless and until the plans and specifications therefore and a site plan locating said proposed structure on the lot have been approved in writing by the Declarant. All plans, specifications, and site plans shall be submitted by the Declarant, and shall include a floor plan drawn to scale, front, rear and side elevations, and a landscaping plan providing for a reasonable number of trees and shrubs. All landscaping plans shall include the installation of sod for the front yard and for any side yard adjacent to a street. Each submittal shall have a detailed color scheme for the exterior of the structure including roof, brick, vinyl or other exterior samples. Exterior colors shall be of earth tone or natural colors so as to provide harmony

with the setting. Each structure shall be erected on the lot only in accordance with the approved plans, specification and site plan. Denial of approval of plans and specifications by the Declarant, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of the Declarant. In addition, alteration of the exterior appearance of any structure shall not be made without approval as provided above.

Should the Declarant, or its Committee as hereinafter provided, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot of lots within the subdivision within fifteen (15) days after written request for such approval, then such approval shall be deemed given, but in no event, however, shall any building or other structures be erected or be allowed to remain on any lot which violates any of the covenants or restrictions hereinafter contained.

2. No building shall be erected or allowed to remain on any lot in the subdivision except one (1) single family detached dwelling house, for the use and occupancy of one (1) family and attendant domestic servants; provided further that no such building shall exceed two and one-half (2 ½) stories in height, in addition to any basement. Each one-story dwelling house shall contain a fully enclosed floor area of at least one thousand eight hundred (1,800) square feet. Each two-story dwelling house shall contain a fully enclosed floor area of at least two thousand (2,000) square feet. In computing such minimum areas, the area of the porches, decks, garages and any unfinished storage area shall not be included. Vinyl siding is permitted; however, it must have a quality factor of "double 4" or "double 5", beaded, cove or dutch lap panel types. Composite, masonite or natural wood siding is prohibited; however, Hardi-plank is permitted. All windows shall be paint-grade wood, vinyl or vinyl clad. Exposed metal windows are prohibited. The front steps of every home shall be constructed of brick or stucco-type material. No outside stairway shall be permitted to the second floor. Where design allows, all plumbing stacks, roof vents, or other roof intrusions shall be located in the rear of each dwelling. Any vents placed on the front of the dwelling shall be painted black. All roofing shingles shall be architectural grade quality. All roofs shall have a minimum 7:12 pitch.

3. No dwelling shall be constructed upon a slab, and all dwellings shall have a crawl space between the ground floor and the support foundation with a brick skirt.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl or other animal not customary as a household pet shall be kept or raised on any lot. No manufacturing, trade, business, commerce, industry, professional or other occupation whatever shall be conducted or carried on upon any lot or any part thereon. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the areas or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush or refuse or other unsightly growth or objects, the Declarant, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner. No loud or undue noise shall be permitted.

5. No trailer, tent, garage, barn or other outbuildings erected or located on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
6. No individual sewage-disposal systems shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the appropriate state and local public health authority.
7. Communication or reception antennas, dishes or devices (antennas), not exceeding thirty nine inches (39") in diameter, shall be permitted provided that the antennae or any portion thereof does not exceed six feet (6') as measured from the ground in the backyard and is not visible from the street. No communication or reception antennas, dishes or devices shall be permitted to be attached to the exterior of any dwelling unless approved in writing by the Declarant. No transmitting equipment or communication equipment shall be operated on any lot that will in any manner interfere with standard electronic equipment, radio or television reception of other residences within the subdivisions.
8. No statues, monuments, bric-a-brac, or symbols, other than the house number and name of the resident may be displayed from that portion of the lot or any structure observable from any adjoining street.
9. No driveway or other improvements shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts. In addition, any swales or Best Management Practice facilities such as infiltration trenches, drains and the like shall not be filled in or otherwise altered.
10. Any mechanical equipment such as air conditioning condensers, and compressors, well pump houses, etc., that are located at the side of the dwelling shall be screened in to exclude the appearance of same from the neighboring streets and property. No fence shall extend closer to a side street than the wall of the building which faces such street without the specific written approval of Declarant, nor shall any fence extend closer to the street toward which said building faces than the rear wall of the building. No chain link fence shall be erected on any of the lots. No fence shall be more than six (6) feet in height. All fences must comply with all governmental ordinances, laws and regulations relating thereto and be approved in writing by Declarant. No oil and fuel tanks shall be allowed and no barrels or tanks of any nature shall be permitted as storage tanks in any exposed place except during the construction period. In addition, there shall be no outside laundry lines of any kind on any of the said property unless approved in writing by the Declarant.
11. The Declarant herein reserves for itself, its successors or assigns, a five (5) foot easement along the front, side and rear lines of each lot on the above-described plat, unless a greater width be shown on said plat, for utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for uses deemed by the

Declarant necessary for the development and service of said lots or adjoining lots. In addition, the Declarant reserves the right to use or assign any other easement shown on the subdivision plat for drainage and utility purposes. The Declarant reserves an easement in all of the streets, alleys, and public places shown on the said plat for the installation of water mains, gas mains, electric cables, poles, wire, fixtures, etc., for electric and telephone service and relocation thereof, in along, under and across all streets in said subdivision.

12. No lines or wires for communication or for the transmission of electric current or any other purposes shall be constructed or placed upon any lot unless the same shall be contained in underground conduits.

13. No building, or any part thereof, including garage, carport, porch or stoop, shall be erected on any lot closer than thirty (30) feet to the front street lot line unless a variance is obtained through the Board of Zoning Appeals. No building shall be located closer than twenty (20) feet to the side street lot line nor closer than ten (10) feet to any interior lot line, including any rear lot line. In addition to the foregoing, the principal dwelling on the lot shall not be erected any closer than twenty (20) feet from any rear lot line. In addition to the above setback requirement if the City of Chesapeake requires a greater setback, the greater setback must be complied with.

14. Anything herein contained to the contrary notwithstanding, during the period of time when Declarant or any builder to whom Declarant has sold any of the said lots, owns one or more of said lots and is conducting the business of selling lots or constructing and selling dwelling houses, the Declarant, may maintain such model dwellings, sales offices, signs, fences and other offices and activities as Declarant or such other builder with Declarant's approval, shall deem advisable in connection with such business.

15. The Declarant, or its designated representatives reserves the right to inspect construction of building while under construction to determine if the covenants and restrictions herein are being adhered to and shall have the right to stop any construction which does not conform to plans and specifications which have been submitted and approved as herein required. The Declarant has no obligation to so inspect construction of any building and will not be in any way liable for its failure to so inspect, nor will the Declarant waive its right to enforce these restrictions because of any failure to so inspect.

16. The Declarant, or its Committee as hereinafter provided, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from the conditions, restrictions, limitations and agreements set forth in this Declaration, any such waiver or deviation shall be manifested by an agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the Declarant, and by the owners of other lots except as against the lot where such waiver or deviation is permitted by such written agreement.

17. The covenants are to run with the land and shall be binding for a period of twenty-five (25) years from the date this instrument is recorded, after which time the covenants contained herein shall be automatically extended for additional ten (10) year periods unless an instrument signed by a majority of the then fee simple owners of the lots has been recorded wherein the said majority agrees to change said covenants in whole or in part. The easements provided for in paragraph twelve shall, however, be perpetual.

18. If the owners, tenants, users or occupiers of such lots or any of them, or their heirs, personal representatives, grantees, or assigns, shall violate any of the covenants hereinafter set out, it shall be lawful for the Declarant or any person owning real property situated in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating any such covenants, and wither to prevent him or them from so doing or to recover damages for such violation, or both. The covenants and restrictions shall be deemed severable and invalidation of any of these covenants or restrictions shall in no way affect any of the other provisions, which shall remain in full force and effect. In the event Declarant should be required to institute legal proceedings, either at law or in equity, to enforce these restrictions. Declarant shall be entitled to recover its legal fees and costs reasonably incurred in any enforcement proceeding from the party or parties determined to have violated these covenants and restrictions.

19. Any of the powers, authority or duties reserved hereinabove to the Declarant may be delegated by the Declarant to a Committee composed of three (3) persons appointed by the Declarant. The Declarant, in its sole discretion, may remove members of the Committee and substitute other person in their place and stead.

In the event that the Declarant created such a Committee, the committee shall exercise all of the powers, authority and duties reserved to the Declarant by this instrument, including, but not limited to, the right to approve or disapprove plans of any proposed improvement and the right to waive, in the case of any particular lot or lots, any covenant, restriction or limitation herein contained.

At such time as the Declarant shall be dissolved or shall by written instrument relinquish the powers, authority and duties herein contained, the NORTH ROLLINGWOOD Homeowners Association, Inc. shall exercise said powers, authority and duties.

20. Outbuildings. The construction of any and all outbuildings, garages, detached sheds, etc. must be approved in writing by the Declarant and shall be designed and constructed to reflect the styling and colors of the main dwelling. No metal or vinyl pre-fabricated storage sheds shall be allowed.

21. The Owners of each Lot shall adhere to the requirements of the City of Chesapeake in the maintenance, upkeep and preservation of all drainage areas retention ponds, street ditches, landscape buffers and natural preservation areas. Owner shall comply with the

conditions and requirements of the City of Chesapeake which may be imposed at the time of submissions of the proposed site plan to the City of Chesapeake for approval.

22. The property is subject to the following assessments:

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Property, hereby covenants, and each owner of any lot by acceptance of a deed, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to NORTH ROLLINGWOOD HOMEOWNERS ASSOCIATION, INC., (a) annual assessments or charges; (b) special assessments for capital improvements. The annual and special assessments, together with such interest thereon and costs of Collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of the lot at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them. Declarant shall not be obligated to pay annual or special assessments during its term of ownership.

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 Property and for the ownership improvement, operation and maintenance of the subdivision signage, Landscape easements, drainage and the improvements thereon ("Common Area").

Section 3. Capital Contribution. Upon the conveyance by Declarant of a lot to an Owner, the Owner shall pay a capital contribution to the Association in the amount of \$300.00 for each lot. The Association may use funds derived from capital contributions for any lawful purpose.

Section 4. Basis and Maximum of Annual Assessments. Annual assessments shall begin January 1, 2009 and shall be in the amount of \$200.00 per lot. Thereafter, the amount of the annual assessment shall be fixed by the Board of Directors of the NORTH ROLLINGWOOD HOMEOWNERS ASSOCIATION pursuant to the provisions of the bylaws of that organization.

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, reconstruction, repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3) of the votes of each Lot Owner, 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. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 of this Article, the presence in person of Members entitled to cast fifty-one percent (51%) of all votes shall constitute a quorum. If the required quorum is not forthcoming in 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 Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on January 1, 2009. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period but in the absence of such action by the Board of Directors the annual assessment shall be in the amount last fixed. 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 NORTH ROLLINGWOOD HOMEOWNERS 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 for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any assessment.

Section 8. Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment which is not paid when due shall be deemed delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment may bear interest from the due date at a rate not to exceed ten percent (10%), and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and in either case interest, costs and reasonable attorney's fees incurred shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. Foreclosure of any such mortgage or deed of trust extinguish such lien for assessments due prior to such foreclosures (and such lien shall attach to any excess proceeds of the foreclosure) but no such foreclosure shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property, subject to the Declaration, shall be exempt from the assessments created therein: (a) all property dedicated to and

accepted by a local public authority, (b) Lot A as shown on the plat entitled "Subdivision of North Rollingwood, Pleasant Grove Borough, Chesapeake, Virginia.

23. Cedar Creek, GTC Homes, and Lucy Construction join in the execution of these Amended Restrictions as the owners of Lots 16, 19 and 18, respectively, to indicate their consent to these Amended Restrictions.

IN WITNESS WHEREOF, 3MAC II, L.L.C., a Virginia limited liability company, has caused these presents to be executed on its behalf by its authorized officer on the date and year first above written.

3MAC II, L.L.C.

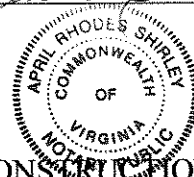
By: Anthony J. Sancilio
Anthony J. Sancilio, Manager

STATE OF VIRGINIA AT LARGE
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Anthony J. Sancilio, Manager of 3MAC II, L.L.C., on this 21st day of ~~October, 2008.~~

April Rhodes Shirley
Notary Public

My Commission Expires:
11/30/2010



April Rhodes Shirley
NOTARY PUBLIC
Commonwealth of Virginia
ID# 7053830
My Commission Expires
November 30, 2010

CEDAR CREEK CONSTRUCTION, INC.

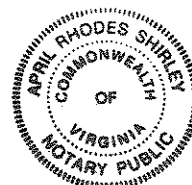
By: Keith Cash President

STATE OF VIRGINIA AT LARGE
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Keith Cash, President of Cedar Creek Construction, Inc., on this 21st day of ~~October, 2008.~~

April Rhodes Shirley
Notary Public

My Commission Expires:
11/30/2010



April Rhodes Shirley
NOTARY PUBLIC
Commonwealth of Virginia
ID# 7053830
My Commission Expires
November 30, 2010

GTC HOMES, INC.

By: Gary T. Carvana *pres.*

President

STATE OF VIRGINIA AT LARGE
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Gary T. Carvana
President of GTC Homes, INC. on this 30th day of December, 2008

April Rhodes Shirley

Notary Public

My Commission Expires:

12-31-2012
Reg. #192923

LUCY CONSTRUCTION, INC.

By: *Lucy Ruffin* *Pres.*

President

STATE OF VIRGINIA AT LARGE
CITY OF VIRGINIA BEACH, to-wit:

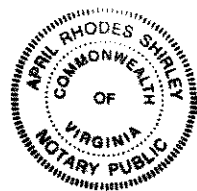
The foregoing instrument was acknowledged by Lucy Ruffin
President of Lucy Construction, Inc., on this 3rd day of ~~January, 2009~~
February, 2009.

April Rhodes Shirley

Notary Public

My Commission Expires:

11/30/2010



April Rhodes Shirley
NOTARY PUBLIC
Commonwealth of Virginia
ID# 7053830
My Commission Expires
November 30, 2010