

**SECOND AMENDMENT TO
DECLARATION OF RIGHTS, COVENANTS,
RESTRICTIONS, CONDITIONS AND OBLIGATIONS
OF BERNARD'S LANDING**

February 16, 1983

WHEREAS, the undersigned, David S. Wilson, Declarant (Developer), is the owner of certain lands located in Franklin County, Virginia, along the waters of Smith Mountain Lake known and developed as Bernard's Landing and derived from him by Deed dated April 27, 1981, of record in the Office of the Clerk of the Circuit Court of Franklin County, Virginia, in Deed Book 363, page 501, and further by Supplemental Deed with a plat attached dated May 28, 1981, of record in the Office of the Clerk of the Circuit Court of Franklin County, Virginia, in Deed Book 363, page 1701; and

WHEREAS, said Declarant (Developer) wishes to declare certain rights, covenants, restrictions, conditions and obligations affecting all of the aforesaid lands; and

WHEREAS, said Declarant (Developer) caused to be recorded in the Office of the Clerk of the Circuit Court of Franklin County, Virginia, in Deed Book 365, beginning at page 515, a certain Declaration of Rights, Covenants, Restrictions, Conditions and Obligations of Bernard's Landing; and for purpose of further controlling the Planned Development known as Bernard's Landing recorded a "First Amendment to Declaration of Rights, Covenants, Restrictions, Conditions and Obligations of Bernard's Landing," in at aforesaid Clerk's Office in Deed Book 365, beginning at page 2485; and

WHEREAS, since the recordation of said documents, Declarant (Developer) has proceeded with the development of a planned community known generally as Bernard's Landing and now desires to alter, amend and add additional rights, covenants, restrictions, conditions and obligations affecting the aforesaid lands; and

WHEREAS, the hereinafter described rights, covenants, restrictions, conditions and obligations shall be considered the operative rights, covenants, restrictions, conditions and obligations of the aforesaid property. As a point of clarification, Declarant (Developer) acknowledges that in many respects, the rights, covenants, restrictions, conditions and obligations contained herein are

repetitious and verbatim reproductions of rights, covenants, restrictions, conditions and obligations heretofore set forth and recorded but for ease of review elects to set forth all of the current operative rights, covenants, restrictions, conditions and obligations affecting the subject property in one document. Therefore, to the extent that the provisions of this Declaration are inconsistent with or expand upon the Declarations hereto fore recorded, the earlier provisions in the Declaration recorded in the aforesaid Clerk's Office in Deed Book 365, page 515, and in Deed Book 365, page 2485, are declared non-operative to the extent that they are inconsistent herewith; and

WHEREAS, Bernard's Landing is a planned unit development created primarily pursuant to ordinances of Franklin County, Virginia, now consisting of three development phases known as The Peninsula (containing townhouses), The Dockside (containing condominiums) and The Meadows (containing patio homes). The Declarant (Developer) desiring to uniformly govern all phases declares that these Rights, Covenants, Restrictions, Conditions and Obligations shall apply uniformly to all phases of the Development with the provision that if land in the Development is submitted to a condominium regime any restrictions required by the Condominium Act inconsistent herewith shall control.

NOW, THEREFORE, said Declarant (Developer) does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to all lands described in the aforementioned deeds and any other lands placed under the coverage hereof by express declaration.

Declarant (Developer) reserves for himself, his successors or assigns in each instance the right to add additional restrictive covenants with respect to the aforesaid properties or to limit therein the application of this Declaration, provided that no such amendment shall operate to materially limit the use, enjoyment or value of property conveyed prior to the recordation of any amended restrictive covenants.

DEFINITIONS

“Bernard’s Landing” shall refer to those lands in Franklin County, Virginia, which are shown as part of Bernard’s Landing in its overall development plan as the same may be altered or revised from time to time and as are described in the aforementioned deeds.

“Declarant (Developer)” shall refer to David S. Wilson or his successors or assigns, including Bernard’s Landing Corporation.

“The Association” shall refer to Bernard’s Landing Comprehensive Property Owners Association, Inc., a Virginia nonprofit corporation, its successors or assigns.

“Property” shall refer to any tract of land or subdivision thereof within the overall development known as Bernard’s Landing which has been subjected to the provisions of these covenants and restrictions, by reference herein or by reference in deeds executed by the Declarant (Developer).

“Property Owner” or “Unit Owner” when used in this Declaration shall mean or refer to all owners (including the Developer) of any and all interests in real estate in Bernard's Landing including but not limited to owners of property or tracts of land, owners of townhouse units, owners of condominium units, owners of cluster or patio home units or owners of any other real property, tracts or units whether or not such are used or intended to be used for residential, commercial or recreational purposes.

The covenants and restrictions set forth herein may be referred to in short as the “General Covenants of Bernard’s Landing” and may be incorporated by reference in any deeds issued by the Declarant (Developer), his successors or assigns.

PART A

The primary purpose of these covenants and restrictions is to facilitate the creation of a planned development which is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of the property or parts thereof and of certain technological advances and environmental considerations. For this reason, such standards are not established by these General Covenants.

Such standards may, however, be established by the Declarant (Developer), his successors or assigns or a property owners association, consistent with the provisions of these General Covenants or any amendment thereto and shall become effective upon the execution thereof and recordation in the Office of the Clerk of the Circuit Court of Franklin County, Virginia.

1. In order to assure that the location of buildings and other structures will be located and staggered, so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to topography of each property taking into consideration the location of large trees and other aesthetic and environmental considerations, the Developer reserves unto himself, his successors and assigns, the right to control absolutely and solely to decide the precise site and location of any building or structure or structures on any property in Bernard's Landing for reasons which may in the sole and uncontrolled discretion and judgment of Declarant (Developer) seem sufficient.

2. No signs shall be erected or maintained on any property by anyone including, but not limited to, the owner, a realtor, a contractor or subcontractor, except with the written permission of Declarant (Developer) or of The Association at such time as the Declarant (Developer) relinquishes the rights under this paragraph to The Association, or except as may be required by legal proceedings. If such permission is granted, Declarant (Developer) reserves the right to restrict the size, color and content of such signs.

No mail or paper boxes shall be erected or maintained on any of the property subjected to these covenants and restrictions. The Declarant (Developer) will endeavor to establish a central mail distribution system.

3. It shall be the responsibility of each property owner and tenant to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such property. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Property. There shall be no outdoor trash accumulation except in or at those facilities established by Developer for that purpose.

4. All animals must be secured by a leash or lead, and under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or

other dwelling or other enclosed area approved by Declarant (Developer) for the maintenance and confinement of animals.

5. Prior to the occupancy of a building or structure on any property, proper and suitable provisions shall be made for the disposal of sewage by means approved by Declarant (Developer).

6. Prior to the occupancy of a residence on any property, provision for water shall be made by means approved by Declarant (Developer). All property owners will be charged for water usage.

7. No property or owner shall obstruct, alter or interfere with the flow or natural course of the waters of any creek, stream, lake or pond in Bernard's Landing with first obtaining the written consent of Declarant (Developer), his successors or assigns, or in the appropriate instance, The Association after the obligation to enforce these covenants is transferred to it.

8. The Declarant (Developer) reserves unto himself, his successors, agents and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric service, Community Antenna Television and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone service, gas, sewer, water, drainage or other public conveniences or utilities on, in or over those portions of such property as may be reasonably required for utility line purposes. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Declarant (Developer) further reserves the right to locate wells, pumping stations, siltation basins and tanks within Bernard's Landing in any open space or on any property designated for such use on any applicable plat of said property, or to locate same upon any property with the permission of the owner of such property. Such rights may be exercised by any licensee of Declarant (Developer), but these reservations shall not be considered an obligation of Declarant (Developer) to provide or maintain any such utility or service.

Following the installation of any utility apparatus or other improvement on any property pursuant to the provisions of this paragraph, Declarant (Developer) shall restore such property as nearly as is reasonably possible to its condition immediately prior to such installation.

9. Declarant (Developer) hereby reserves the right to establish reasonable limitations on the number of overnight guests who may occupy a dwelling unit at one time and to limit the number of non-related persons who may reside in a dwelling unit. Declarant (Developer) further reserves the right to limit the use of any common amenities. There shall be no outdoor parties or social gatherings on or in any of the common areas without the permission of the Declarant (Developer) or The Association as appropriate.

10. The use of roads in Bernard's Landing shall be subject to rules and regulations established and modified from time to time by Declarant (Developer). All roads and driveways with the exception of existing state roads in the Development will be private and shall be maintained by The Association, all in compliance with Section 16.1-7 of the Franklin County Subdivision Ordinance.

11. No motorized or man powered vehicle (including trailers of any kind, campers and/or motor homes) of any type other than conventional and licensed automobiles, jeeps and pickup trucks and bicycles shall be parked, garaged or maintained on any lot or parking lot for a residential building site except during the period of construction of a dwelling unit(s) thereon. Parking lots may be established for parking purposes and Rules and Regulations controlling parking may be established by the Declarant (Developer). No motor vehicle repairs shall be conducted on a residential parking lot.

12. No vehicle shall be allowed to be operated on any road or trail or common area not shown and designated as a passageway for vehicles on a recorded subdivision plat without the written consent of Declarant (Developer).

13. Whenever Declarant (Developer) is permitted by these covenants to correct, repair, reconstruct, clean, preserve, maintain, clear out or do any action on any property

or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass. For the purpose of taking such action, Declarant (Developer) reserves an alienable easement of ingress and egress.

14. Within Bernard's Landing, all newly installed permanent utilities, including telephone, television, cable and electrical systems, shall be installed underground. Appurtenances to these systems which require above ground installation shall be effectively screened.

15. The Declarant (Developer) has caused to be created Bernard's Landing Comprehensive Property Owners Association, Inc. All unit owners or property owners in the Bernard's Landing Subdivision shall become a member of said Association. Each unit shall be allotted one vote. Voting shall be pursuant to the provisions of the Bylaws of Bernard's Landing Comprehensive Property Owners Association, Inc. In addition thereto, the Declarant (Developer) has created and will in the future create subassociations the purpose of which is to provide for the unique needs of the owners of property in certain segments, phases or areas of the Bernard's Landing Development. The owner of a unit or property within such phase shall be required to become not only a member of Bernard's Landing Comprehensive Property Owners Association, Inc., but of any additional association or subassociations dealing particularly with the area or phase in which that owner's property or unit is located. In all events, however, a subassociation and the members thereof shall abide by this Second Amendment to Declaration of Rights, Covenants, Restrictions, Conditions and Obligations of Bernard's Landing. Bernard's Landing Comprehensive Property Owners Association, Inc., shall be the master association and shall have overall responsibility for the integrity of the planned unit development pursuant to this Declaration and the Bylaws and Articles of Incorporation of said corporation as the same may be amended from time to time. Any subassociation such as a condominium unit owners association or a property owners association formed for the benefit of townhome or patio home units in a phase not submitted to a condominium regime shall abide by this Declaration and shall be subject to the overall authority of Bernard's Landing Comprehensive Property Owners Association, Inc., and shall take such action as may be delegated by Bernard's Landing Comprehensive Property Owners Association, Inc., or otherwise allowed.

16. In all areas within the Bernard's Landing Development project except those areas that are submitted to a condominium regime (in which case the duties and obligations of unit owners shall be specified in the condominium documents) it shall be the duty of each Property Owner or Unit Owner to repair, maintain, replace, rebuild or reconstruct any improvement erected upon his property existing at the time of the conveyance of said property to such Property Owner or Unit Owner, or all improvements completed under the control of the Declarant (Developer) or The Association after such conveyance unless and except he obtains prior written approval from the Declarant (Developer) or The Association specifically relieving him of such duty and obligation. This duty shall exist irrespective of the reason for the need for such action and without regard to any existing liability or fault in connection with the damage or destruction to such property. In this regard, it shall be the duty of each Property Owner or Unit Owner to maintain a policy or policies of insurance providing coverage sufficient to bear the entire replacement cost of such property or improvement thereon. The amount of such insurance may be established by the Declarant (Developer) or "The Association" from time to time and each Property Owner or Unit Owner shall within times specified by the Declarant (Developer) or The Association provide adequate proof of such insurance coverage. Likewise, each Property Owner or Unit Owner shall be required to maintain a policy or policies of general liability insurance in amounts specified by the Declarant (Developer) or The Association from time to time.

In the event that a Property Owner or Unit Owner fails to properly and timely maintain, repair, rebuild, reconstruct or replace improvements on his property as required by these covenants, the Declarant (Developer) or the Association or their successors, assigns or agents may after thirty (30) days written notice to the owner certifying the existence of the need for such maintenance, repair, reconstruction or replacement enter the premises, cause all necessary work to be performed and charge all such expenses to the Property or Unit Owner. Any such costs incurred shall upon being incurred become a debt due the Declarant (Developer) or The Association (whichever incurs such debt) from the Property Owner or Unit Owner and shall be subject to all collection methods including but not limited to those provided for in Part E, Paragraph 8 of these covenants.

17. No Property Owner or Unit Owner shall have any right to alter the exterior appearance of his unit without first obtaining the prior written approval of the Declarant (Developer), or The Association after control of the entire development or a portion thereof including the portion in which the subject unit or property is located is transferred to such Association. Likewise, no property or unit owner shall construct, maintain, erect, create, install or otherwise employ or use any materials decorative or otherwise on the interior of any residential unit which is visible from the exterior thereof and detracts from the overall appearance of the unit when viewed from the exterior thereof. Whether a detraction exists shall be in the sole discretion of Declarant / Developer until such time as the Declarant (Developer) no longer has voting control in The Association. Thereafter, such discretion shall be with The Association or delegate thereof.

18. Declarant (Developer) specifically reserves the sole and exclusive right to establish docks on the shoreline and upon property over which he is afforded an easement allowing access in and to the waters of Smith Mountain Lake. The appearance, use and location of said docks shall be within the sole discretion of the Declarant (Developer), his successors or assigns.

PART B

In order to protect the natural beauty of the vegetation topography and other natural features of all properties within Bernard's Landing and the beauty and purity of the watershed areas in Bernard's Landing, the following environmental controls are hereby established:

1. Topographic and vegetation characteristics of properties within Bernard's Landing shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of Declarant (Developer) or his designee. Written approval will be granted hereunder only after a plan designed to protect the waterways including Smith Mountain Lake from pollution resulting from erosion, pesticides or the seepage of fertilizer or other materials has been submitted to and accepted by Declarant (Developer).

2. No trees, shrubs or other vegetation may be removed without the written approval of Declarant (Developer). The Declarant (Developer) reserves the right to plant trees and other

vegetation on any residential lot even after it has been conveyed if in the judgment of the Declarant (Developer) such planting serves the overall best interest of the Property.

3. In order to implement effective and adequate erosion control and protect the purity and beauty of waterways in or adjacent to Bernard's Landing, Declarant (Developer), his successors and assigns, and his agents shall have the right to enter upon any property for the purpose of performing any grading or landscaping work, and of constructing and maintaining erosion prevention devices; provided, however, that prior to exercising its right to enter upon the property for the purpose of performing any grading or landscaping work or constructing or maintaining erosion prevention devices, Declarant (Developer), his successors and assigns, shall give the owner of the property the opportunity to take any corrective action required by giving the owner of the property notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by the owner. If the owner of the property fails to take the specified correction action immediately, Declarant (Developer) shall then exercise his right to enter upon the property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by Declarant (Developer) shall be kept as low as reasonably possible. The cost of such work, when performed by Declarant (Developer), his successors and assigns, shall be paid by the owner thereof and shall be subject to all rights of collection including those contained in Part E, Paragraph 8 hereof. Declarant (Developer's) rights under this paragraph shall be assignable.

4. Declarant (Developer) and his agents have the right and easement to enter upon any property for the purpose of mowing, removing, clearing, cutting or pruning underbrush or weeds or other growth which in the opinion of Declarant (Developer) detracts from the overall beauty or safety for Bernard's Landing. Declarant (Developer) and his agents may likewise enter upon such property to remove any trash which has collected or to abate a threat to the watershed of Bernard's Landing from pollution. Such entry shall not be made until ten (10) days after the owner of the property has been notified in writing of the need of such work, and

unless such owner fails to perform the work within said ten (10) day period. The provisions in this paragraph shall not be construed as an obligation on the part of Declarant (Developer) to mow, clear, cut or prune any property, to provide garbage or trash removal services, or to provide water pollution control on any privately owned property. Declarant (Developer's) rights under this paragraph shall be assignable.

5. In addition, Declarant (Developer) reserves unto itself, his successors and assigns a perpetual, alienable and releasable easement and right on, over and under any property to dispense pesticides and take other action which in the opinion of Declarant (Developer) is necessary or desirable; and to cut firebreaks and conduct other activities which in the opinion of Declarant (Developer) are necessary or desirable to control fires on any property, or any improvements thereon. In the exercise of the rights reserved in this paragraph 5, Declarant (Developer) will take necessary precautions to protect the purity of the Bernard's Landing watershed.

PART C

1. It is the intent of Declarant (Developer) to maintain and enhance (or to convey subject to open space restrictions to The Association) certain areas which Declarant (Developer) designates as "Common Areas", "Recreational Areas", "Open Space Areas" or "Private Open Space Areas" on plats filed for record in the Office of the Clerk of the Circuit Court of Franklin County, Virginia, by Declarant (Developer). Utility easements, drain fields and other utility areas may be located within such areas. It is the further intent and purpose of these restrictions and covenants to protect, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, wildlife, game and migratory birds, enhance the value of abutting and neighboring properties adjacent to such forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites and implement generally the Bernard's Landing Master Plan for development. This planned unit development will be developed in construction phases. Each phase may have subphases. Prior to the conveyance of any unit, the Declarant (Developer) will submit to record in the Clerk's Office for the Circuit Court of Franklin County a plat depicting not only the unit or lot but depicting common areas,

open space areas, private open space areas or recreational areas. Except those areas submitted as condominiums and registered as such, which shall be governed by the Condominium Act, Declarant (Developer) warrants and covenants that he will convey to Bernard's Landing Comprehensive Property Owners Association, Inc., as its land all such platted common, recreational or open areas on or before the fifth anniversary of the recording of the plat depicting such areas or upon the termination of Declarant's (Developer's) voting control of Bernard's Landing Comprehensive Property Owners Association, Inc., as set forth in its Articles of Incorporation, whichever shall first occur. Notwithstanding the above, in the event that Declarant (Developer) records plats of phases or subphases after the termination of his control of Bernard's Landing Comprehensive Property Owners Association, Inc., he shall convey to Bernard's Landing Comprehensive Property Owners Association, Inc., also as its land all common, open, recreational or private recreational areas subsequently platted within five years of the recordation of the plat depicting or describing such areas. For clarification, as of the time of the execution of this Second Amendment to Declaration of Rights, Covenants, Restrictions, Conditions and Obligations of Bernard's Landing, Declarant (Developer) has created a clubhouse complex with tennis courts, swimming pool, parking and playground areas. He has also commenced the development of three distinct phases (The Peninsula, The Meadows and The Dockside Condominium). With the exception of areas submitted as condominium land, all common or open areas including the clubhouse complex will become the property of Bernard's Landing Comprehensive Property Owners Association, Inc. If or when other phases are added or expanded, then additional common areas or recreational areas will be created and may become land of Bernard's Landing Comprehensive Property Owners Association, Inc. Common areas will be all land except unit lots or land retained by Declarant (Developer). Bernard's Landing Comprehensive Property Owners Association, Inc., will not automatically have any property interest in land submitted to a condominium regime.

2. A non-exclusive easement in the areas described in Part C, Paragraph 1, is hereby granted to the Property Owners in Bernard's Landing, their tenants and guests, which easement shall entitle such owners, tenants and their guests to enjoy the Open Space or Common Areas subject to the rules and regulations of the Declarant (Developer), The Association or any

property owners association (subassociation) created to maintain or control a limited area of Bernard's Landing. There is further granted to all present and future property owners, their tenants and guests, a perpetual pedestrian easement appurtenant to each residential unit (other than a condominium, which is governed by condominium instruments) over land lying directly between platted common areas and the waters of Smith Mountain Lake. This pedestrian easement is a limited easement and shall only permit ambulation and access to boat docks or such other activities as may from time to time be authorized by Declarant (Developer) or The Association. In the rare event that the rules of The Association should differ from those of a subassociation, the rules of The Association shall control.

3. Land designated as "Private Open Space Areas", if any, shall be subject to the easement granted in paragraph 2 of this Part C in every respect except that the enjoyment thereof shall be and is hereby limited to Property Owners and Unit Owners, tenants and their guests immediately contiguous and adjacent to such land and owners of non-contiguous property designated on plats of property in Bernard's Landing as being specifically entitled to the enjoyment thereof. The easement in Private Open Space Areas hereby granted shall not extend to any area not clearly designated as "Private Open Space Areas." All expenses incurred in the protection, maintenance and enhancement of "Private Open Space Areas" shall be paid equally by the owners who are entitled to such easement or enjoyment of such areas.

4. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to Declarant (Developer) to erect wildlife feeding stations.

5. Declarant (Developer) shall have the sole and exclusive right to protect from erosion the land described as Common Areas, Recreational Areas, Open Space Areas or Private Open Space Areas by planting trees, plants and shrubs and providing erosion control along the shoreline (i.e, rip-rapping) where and to the extent necessary or by such mechanical means as construction and maintenance of siltation basins or other means are deemed expedient or necessary by Declarant (Developer). The sole and exclusive right is likewise reserved to Declarant (Developer) to take steps necessary to provide and insure adequate drainage ways in open space, to cut firebreaks, remove diseased, dead or dangerous trees and carry out other similar activities.

6. No individual television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any structure within Bernard's Landing. The provisions of this paragraph shall not prohibit Declarant (Developer) from installing equipment necessary for a master antenna system and mobile radio systems or other similar systems within Bernard's Landing.

7. No trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Areas or Private Open Space Areas, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as open space.

8. The granting of the easement in Areas under this part in no way grants to the public or to the owners of any land outside Bernard's Landing the right to enter such open space without the express permission of Declarant (Developer).

9. Declarant (Developer) expressly reserves to himself, his successors and assigns, every reasonable use and enjoyment of said open space, in a manner not inconsistent with the provisions of this Declaration.

10. Declarant (Developer) further reserves the right to convey "Common Areas", "Recreational Areas", "Open Space Areas" and "Private Open Space Areas" to The Association. Such conveyance shall be made subject to the provisions of this Part C. As an appurtenance to such conveyances, The Association shall have all of the powers, immunities and privileges reserved unto Declarant (Developer) in this part and all other parts of this Declaration as well as all of Declarant's (Developer's) obligations with respect thereto, including but not limited to the obligation to maintain and enhance as set out in paragraph 1 of this part.

11. Where Declarant (Developer) is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

12. It is expressly understood and agreed that the granting of the easements set out in this Part C in no way places a burden of affirmative action on Declarant (Developer),

that Declarant (Developer) is not bound to make any of the improvements noted herein, or extend to any property owner any service of any kind, except as such may be undertaken at the expense of The Association.

PART D

1. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of Declarant (Developer) for a period of forty (40) years from the execution date of this Declaration after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of property is recorded.

2. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, together with Declarant (Developer) or The Association or any other association having any control over the property in question, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, Declarant (Developer) and/or The Association shall have the right, whenever there shall have been built on any property in the subdivision any structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to any of such rights to enforce compliance.

3. Declarant (Developer) reserves in each instance the right to unilaterally add additional restrictive covenants in respect to lands conveyed in the future in Bernard's Landing, or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of these covenants shall be reasonably exercised and shall not operate to

materially alter the use or value of any property already conveyed by Declarant (Developer) without the written consent of the owner thereof. This right to unilaterally add, or limit restrictive covenants shall terminate at such time as Declarant (Developer) relinquishes control of Bernard's Landing Comprehensive Property Owners Association, Inc., according to the Articles of Incorporation thereof recorded in the Clerk's Office of the Circuit Court of Franklin County in Book 65, beginning at page 723.

4. Declarant (Developer) or The Association shall not be liable to an owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptance, inspections, permissions, consents or required approvals which must be obtained from Declarant (Developer) whether given, granted or withheld. Such shall not be conducted, given or withheld, as the case may be, unreasonably.

5. Declarant (Developer) reserves the right to assign in whole or in part to a subsequent developer of Bernard's Landing or to The Association its rights reserved in all parts of these covenants which include but are not limited to its right to grant approvals (or disapprovals) to establish rules or regulations, and all other rights reserved herein by Declarant (Developer). Following the assignment of such rights, the Assignee shall assume all of Declarant's (Developer's) obligations which are incident thereto (if any) and Declarant (Developer) shall have no further obligation or liability with respect thereto.

6. Entrance upon any Property by Declarant (Developer) or his agents or assigns pursuant to all or any of the provisions of these covenants shall not be deemed to be a trespass.

7. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

PART E

1. The Declarant (Developer) has caused to be formed a certain nonprofit Virginia corporation known as Bernard's Landing Comprehensive Property Owners Association, Inc. This corporation is a membership corporation, the members of which are property owners in Bernard's Landing Development as it is now known as and as it may be known in the future. As an entity, said corporation shall have full and complete rights to take action in its own name in order to enforce the provisions of these General Covenants and to compel by appropriate legal action full compliance with said General Covenants. This Association shall ultimately become the owner of all common areas and all amenities, access to which is afforded to its members, except those that may be included in any condominium regime. Declarant's (Developer's) rights shall automatically vest in The Association when his control in The Association ceases. Declarant (Developer) shall exercise control over The Association as set forth in its Articles of Incorporation and/or Bylaws.

2. The Association shall be responsible for maintaining all areas and assets which it owns. The Association shall also own and maintain all septic and sewer systems within Bernard's Landing and all electrical equipment and apparatus within Bernard's Landing to the extent that such ownership is allowed by the appropriate utility. Moreover, should the Declarant (Developer) elect to construct and tender a television signal reception facility, then it shall be the duty and obligation of The Association to maintain same in good working order. All recreational facilities including but not limited to clubhouses, swimming pools, tennis courts and other like amenities shall ultimately become the property of The Association which shall have the duty and obligation to maintain same in good condition suitable for use by members of The Association.

3. The Association shall maintain all exterior lighting and other electrical equipment erected upon property that it owns. It shall be the further duty of The Association to maintain the exterior portions of all buildings owned by The Association, whether residential, commercial or recreational. The Association shall be obliged to provide paint and repairs to such facilities as needed. In order to maintain consistency, The Association shall be entitled to paint, stain or otherwise provide routine maintenance to the exterior portions of any privately owned residential unit on a regular basis the funds for which shall be derived by The Association from normal

assessments. Maintenance fees shall be established at a level adequate to provide resources to do such painting or other maintenance and shall be collectable by any manner allowed by law including those set forth in Paragraph 8 of this Part E of these covenants. Nothing in this paragraph shall be construed to limit the ultimate obligations of a Property Owner or Unit Owner to properly maintain, repair, replace or rebuild such unit all as herein specified.

4. The Association shall become the owner not only of all common or open areas but of all roadways and sewer/septic systems located in Common Areas. It shall be a primary duty of The Association to maintain such roadways, and sewer/septic systems wherever located in good working order and to repair and replace such systems or parts thereof in order to keep same in good working order. It shall, however, be the ultimate duty of each individual property and/or unit owner to maintain, repair or replace the sewer/septic system(s) servicing his respective unit or units. In the event that a sewer/septic system services more than one unit, it shall be the joint and several obligation of The Association and each Property Owner or Unit Owner so served by a system to maintain the same. If any owner negligently fails to keep his septic system in good and proper condition and repair, he shall be responsible for repairs necessitated by such negligence; and if he does not cause such repairs to be made in accord with the requirements of the Declarant (Developer) or The Association then the Declarant (Developer), his successors or assigns, or The Association shall (after notice by mail addressed to the unit owner(s) giving such owner(s) five (5) days to make the necessary repair) have the option to take on its own whatever action they or it deem necessary or appropriate in order to keep the property in good and proper condition and repair. The cost of taking such corrective action shall upon being incurred become a debt due to the Declarant (Developer) or The Association and subject to all methods of collection including those set forth in Part E, Paragraph 8, hereof. It is the intent of the Declarant (Developer) that The Association out of its general fund shall perform and be responsible for all routine maintenance in regard to the sewer/septic systems within Bernard's Landing. In the event that The Association is unable to perform such repairs then the Property Owner or Unit Owner still remain responsible therefor.

5. No roadway or other permanent structure shall be constructed over a sewer or septic system. Nothing other than grass or other vegetation approved by the Franklin County Health

Department shall be allowed over the common septic tanks and drainfield areas. Trees and other vegetation shall be planted so as to offer minimum interference with the sewer/septic system.

6. The Declarant (Developer) specifically reserves for himself, his successors and assigns, the right to maintain and own a private water/well service or system or company as well as a private telephone system providing service to residential units in Bernard's Landing.

7. Each unit owner shall keep the exterior of his premises in good repair and in a properly maintained condition. Should such unit fall in disrepair, the Declarant (Developer) or The Association shall first request that the owner thereof promptly repair the unsightly or defective condition. If such repairs are not made in a timely manner, the Declarant (Developer) or The Association shall have the right to make such repairs and to thereafter charge back the cost thereof to the individual owner subject to the hereinafter set forth lien rights and privileges.

8. The Association shall have the full right to establish and collect maintenance fees for the purpose of maintaining common areas in Bernard's Landing and in order to provide adequate financial resources to perform the other duties with which it is charged. The level of such maintenance fees shall be established annually by the Board of Directors of The Association and upon the establishment of the level of maintenance fee, all unit owners shall be notified of the amount of such fee and the terms of the payment thereof. Fees shall when feasible be based on the overall benefit received by a unit owner in regard to services performed for or privileges afforded to it by The Association. It is possible that fees charged to different owners will be in different amounts. Nevertheless, each unit shall be entitled to one vote in Bernard's Landing Comprehensive Property Owners Association, Inc., and Article VI of the Articles of Incorporation thereof.

In the event that a unit owner fails to pay the assessed maintenance fee within the prescribed times, The Association shall have the power to impose a lien on the individual property of its member. The lien shall be perfected at such time as The Association records or causes to be recorded a Notice of Lien in the Office of the Clerk of the Circuit Court of Franklin County. The notice of lien shall contain the name of The Association, the name of the member or members owning a unit who are delinquent in their payments, a description of the unit upon which the lien is to be imposed, a reference to this paragraph of these General Covenants, a

statement of the amount of the delinquent payment and the time when said payment became due and a statement of the percent of interest claimed or any penalty provided, all as may be established by The Association. Such Notice of Lien shall be recorded not more than 90 days from the time such assessment becomes due and payable. The lien provided by this paragraph of these General Covenants shall be enforced by a suit in equity in conformity with the statutes and rules governing such suits as may apply and prevail at the time such a suit to enforce a lien is instituted. In no event shall such suit be instituted more than twelve (12) months from the time such assessment became due and payable. In addition to the above procedure and particularly in the event of a delinquency with regard to a condominium unit, a lien may be perfected by following the provisions of Section 55-79.74 of the Code of Virginia. Likewise, should any subassociation other than a condominium unit owners association elect to levy fees, any delinquency thereof may be cured by enforcement pursuant to the terms of this paragraph.

9. The Declarant (Developer) may cause to be created additional associations or subassociations to perform services and functions particularly relating to certain areas or phases of Bernard's Landing. For example, if a condominium is created, a unit owners association will be created relative to that condominium. Declarant (Developer), therefore, reserves not only the right to create such subassociations but the right to delegate certain duties and functions to such association and to amend this Declaration to reflect such action.

10. In the event Declarant (Developer) does submit to condominium development any property within Bernard's Landing, all of these covenants shall apply except to the extent that same shall conflict with the Virginia Condominium Act.

11. All of Declarant's (Developer's) rights, privileges, duties and obligations provided for herein are assignable.

Dated this 16th day of February, 1983

David S. Wilson