

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

CHANCELLOR WEST

14800

THIS DECLARATION of covenants, conditions, reservations, restrictions and easements applicable to Chancellor West, Section One, made as of the 22 day of October, 1987, by CHANCELLOR WEST COMPANY, a Virginia corporation, provides:

INTRODUCTION

1. The Declarant is the fee simple owner of certain real property, known as Chancellor West, Section One, located in Spotsylvania County, as shown on a plat of survey entitled "Plat of Subdivision, Section One, Chancellor West", prepared by Sullivan, Donahoe and Ingalls, dated September 5, 1986, a copy of which plat is recorded in the Clerk's Office of the Circuit Court of Spotsylvania County in Plat File 1 at Page 82 (the Plat). The property shown on such plat is hereinafter referred to as the "Property" and is more particularly described as follows:

ALL that certain property including lots 1 through 40 and Parcel A and Parcel B as shown on the Plat, BEGINNING at a point, which point is S. 38° 02' 00" W. 160.80 feet from a National Park Monument on the northern right of way line of Furnace Road, approximately 2,400 feet south of the intersection of State Route 610 and Furnace Road; thence N. 45° 32' 07" W. 361.50 feet to a point; thence moving along a curve to the right having a radius of 1,465.30 feet, an arc distance of 31.97 feet and a chord bearing of N. 43° 50' 24" E. to a point; thence N. 33° 52' 00" W. 497.47 feet to a point; thence N. 63° 29' 37" W. 436.93 feet to a point; thence S. 78° 02' 36" W. 173.77 feet to a point; thence N. 68° 26' 41" W. 389.22 feet to a point; thence N. 25°

Attachment (3)

51' 04" W. 267.19 feet to a point; thence N. 39° 56' 11" E. 465.01 feet to a point; thence N. 32° 59' 19" E. 345.58 feet to a point; thence moving along a curve to the right having a radius of 1,027.54 feet and an arc distance of 95.46 feet to a point; thence N. 06° 26' 32" E. 50.00 feet to a point; thence moving along a curve having a radius of 1,077.54 feet, an arc distance of 30.00 feet and a chord bearing of N. 84° 21' 22" W. to a point; thence N. 00° 23' 08" W. 613.81 feet to a point; thence S. 70° 22' 28" E. 684.78 feet to a point; thence S. 49° 08' 45" E. 408.91 feet to a point; thence N. 55° 02' 04" E. 388.06 feet to a point; thence N. 34° 57' 56" W. 155.00 feet to a point; thence N. 55° 02' 04" E. 260.00 feet to a point on the existing right of way line of State Route 610; thence moving along such right of way line S. 34° 57' 56" E. 1,308.62 feet to a point; thence S. 38° 02' 00" W. 1,862.33 feet to a point, which point is the point and place of beginning.

The Declarant acquired the Property from Delmarva Properties, Inc. by deed dated November 13, 1986, recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia in Deed Book 711 at Page 163.

2. 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.

3. The Declarant shall cause to be incorporated under the laws of the Commonwealth of Virginia as a non-profit, non-stock corporation, Chancellor West Homeowners' Association, Inc., 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.

4. The Declarant hereby declares that the Property 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.

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 Chancellor West 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) Residence shall mean and refer to one detached single-family dwelling not to exceed three stories in height.

(e) 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.

(f) Common Properties shall mean and refer to those improvements and those areas of land and any improvements thereon (including any entrance monuments and any recreational facilities), 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 Plat are more particularly described as follows:

ALL that certain parcel of land containing 9,000 square feet, designated as Parcel A on the Plat.

TOGETHER WITH all that certain parcel of land containing 27,223 square feet designated as Parcel B on the Plat.

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

(h) Declarant shall mean and refer to Chancellor West Company, a Virginia corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

(i) 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

1. Additional Property. The Declarant will have a right to bring within the scheme of this Declaration additional properties in future stages of development of Chancellor West provided that such properties will become subject to assessments for their share of the expenses of the Association. Such additional land is within the area described in Deed Book 711 at Page 163 in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia and will be annexed, if at all, before December 31, 1997. The Declarant is not bound to make any addition to Chancellor West. 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 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 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.

ARTICLE III

General Reservations

1. Furnace Road Easement. The Declarant hereby reserves, for the benefit of the Declarant, its successors, assigns and the National Park Service, a negative easement affecting an area of 75 feet in width, designated on the Plat as "Scenic Esm't", (i) along all rear lot lines facing Furnace Road (which road is designated on the Plat as "Park Road"), (ii) along the rear lot lines of Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11 and Lot 12 and (iii) along the southern side lot line of Lot 2 up to the proposed right of way line of State Route 610 (the Furnace Road Easement Area).

2. State Route 610 Easement. The Declarant hereby reserves a negative easement affecting an area of 50 feet in width along the proposed right of way line of State Route 610, designated on the Plat as "Scenic Easement", for the benefit of the Declarant, its successors, assigns and the National Park Service, along the side lot lines of Lot 1, Lot 2 and Lot 40 facing State Route 610 and

abutting the proposed western right of way line of State Route 610 (the State Route 610 Easement Area); provided, however, that the Declarant may construct or cause to be constructed within the State Route 610 Easement Area (i) 200 foot right of way designated on the Plat as "Chancellor West Blvd.", (ii) an entrance monument or walls on Lot 1 and Lot 40, (iii) any turning lanes required by the Virginia Department of Transportation and (iv) scenic brick or wooden fencing along State Route 610.

3. Lake Easement. The Declarant hereby reserves unto itself, its successors and assigns, including all Owners and the Association, a perpetual easement for the purpose of creating, enjoying and maintaining a lake, the general shoreline of which is designated on the Plat, over that area of the Property designated on the Plat as "LAKE ESM'T", including portions of Lot 21, Lot 31, Lot 32 and Lot 33.

4. Entrance Wall and Fence Easement. The Declarant hereby reserves unto itself, its successors and assigns, including all Owners and the Association, an easement on the Property for the construction and maintenance of (i) an entrance monument or walls and (ii) scenic brick or wooden fencing.

5. Natural Vegetation. The natural vegetation in the Furnace Road Easement Area shall not be distributed. Subject to Article X, Section 2 below, the natural vegetation in the State Route 610 Easement shall not be disturbed except in connection with the installation and maintenance of a well, a septic tank or a

drainfield. Notwithstanding the foregoing, no natural vegetation in either of the Areas referred to above may be removed without the prior written approval of the Architectural Control Committee.

6. 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. 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. (a) In order to insure external harmony of design and compliance with the architectural standards set forth hereinbelow, NO RESIDENCE OR OTHER IMPROVEMENT, INCLUDING OUT BUILDINGS, FENCES, CARPORTS OR GARAGES, 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 AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH 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, well and septic systems, 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 60 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 colonial or traditional architecture, and no split foyer style Residences shall be constructed on the Property. 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. No modular homes shall be constructed on the Property.

(b) Minimum Square Footage Requirements. All ranch-style Residences must have a ground floor area of at least 2,200 square feet. All two story Residences must have a total area of at least 2,450 square feet. All tri-level Residences must have a mid and upper level area of at least 2,200 square feet. All one and one-half story Residences must have a total area of at least 2,325 square feet. The foregoing dimensions are exclusive of porches, carports, garages and basement areas. All Residences and garages shall have at least a 6/12 roof pitch unless the Architectural Control Committee expressly states otherwise in its approval of the plans and specifications. No structure exceeding 35 feet in height shall be constructed on any Lot affected by any negative easement granted for the benefit of the National Park Service.

(c) Color. All exterior walls, regardless of material used, must be Williamsburg exterior colors, earth-tone colors or such other colors as the Architectural Control Committee may approve, provided that the color of the rear and sides of all residences constructed on any Lot affected by any negative easement granted for the benefit of the National Park Service shall be an earth-tone color, which color must be 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, shall be (i) constructed of brick or stone, (ii) covered with solid wood siding, (iii) covered with horizontal hardboard type siding, (iv) covered with horizontal

aluminum siding having a minimum gage of .024 of an inch, (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 window frames and aluminum siding is prohibited provided 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 either slate or shake or of a hardboard material fashioned to resemble slate or shake, or fiberglass or asphalt shingles. All fiberglass roofing shingles must carry minimum weight of 240 pounds per each area of 100 square feet, and all asphalt roofing shingles must carry a minimum weight of 280 pounds per each area of 100 square feet.

(c) Chimneys. All chimneys must be constructed with cinder block and must be brick or stone veneered.

(d) Foundations. All exposed foundations and all exposed piers on porches or decks must be covered with a stone or brick veneer.

(e) Garages. Any garage or carport located on any Lot must conform architecturally to the Residence which it serves and must be side or rear loading.

(f) Fences. Fences must be constructed of wood, 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.

(g) Mail Boxes. All mail box posts must be of colonial design and constructed of 4" x 4" pressure treated wood with a pyramid 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 twelve 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. During the construction, the Owner shall require the contractor 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. Within one month

after completion of a Residence, the Lot shall be landscaped and any bare earth seeded except during periods from November 1 through March 15. Proper erosion prevention methods must be used to avoid erosion on 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 any one Lot as shown on the Plat provided that a single Residence may be constructed on one or more Lots or a Lot and a portion of another Lot.

6. Building Location. All Residences constructed on those Lots located in part in the Furnance Road Easement Area must be constructed at least 50 feet from the Furnance Road Easement Area; provided, however, that, certain improvements, other than Residences, may be constructed within such 50 foot set-back area subject to the approval of the Architectural Control Committee. Such improvements shall be subject to the color restrictions applicable to certain Residences set forth in Section 2(c) of this Article and the entrances, if any, to such improvements shall not face Furnance Road. All other Residences must be constructed (i) at least 50 feet from the front lot line and (ii) in accordance with the applicable county or municipal ordinance with respect to side street lines and interior lot lines provided that the Architectural Control Committee shall be entitled to waive the foregoing set-back requirement in connection with limitations on construction due to

the terrain, septic systems or corner lots. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building. No fence or wall shall be erected on any Lot nearer to any street than the minimum building set back line provided that this restriction shall not apply to any entrance monument or walls or any scenic fencing constructed for the benefit of the Property as a whole. No garage doors shall face the street on the same side of the Lot as the front of the Residence which serves such garage.

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 that the Declarant may place temporary outbuildings on the Properties in connection with (i) the construction, development or repair of the Properties and (ii) the promotion of its sales program.

8. Driveways. The first fifty feet from a public road of all driveways and private roads located on the Property must be covered in asphalt or concrete. All driveways and private roads after such fifty feet must be covered with a commercial aggregate base or more resistant surfacing material. All driveway pipe must be constructed of concrete. Each Owner shall be responsible for placing the pipe in accordance with the standards of the Virginia Department of Transportation (VDOT). In the event that VDOT requires replacement of any pipe prior to the acceptance of the public streets located on the Property into the state secondary system, such pipe must be replaced at the Owner's expense.

9. Model Homes. No commercial builder of Residences on the Properties will be permitted to have a model home on the Properties for purposes of promoting sales unless he is actively building Residences on the Properties. Any builder who breaches this condition will be liable to the Declarant for consequential damages.

10. General Use Restrictions. (a) Street Lights. All street lights installed on public streets on the Property shall be designed in such a fashion as to not illuminate in the direction of the land adjoining the Property owned by the National Park Service.

(b) Swimming Pools. No Owner shall be allowed to erect or maintain an above ground swimming pool on any Lot.

(c) Satellite Dishes and Antenna. No Owner shall erect a satellite dish or free standing antenna on any Lot or on any portion of the Common Properties. An antenna attached to a Residence may be erected subject to the prior written consent of the Architectural Control Committee.

11. Limited Liability. In connection with all reviews, acceptances, permissions, consents or required approvals by or from the Architectural Control Committee, neither the Declarant nor the Association nor the Architectural Control Committee or its members shall be liable to any Owner or to any other person or entity on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person or entity arising out of, or in any way relating to, the subject matter of any such review, acceptance, permission, consent or required approval, whether granted or withheld.

12. Variances and Exceptions. Notwithstanding any provision to the contrary, the Architectural Control Committee may, in its sole discretion, make exceptions to and grant variances from any restriction provided in this Article IV provided that such exception or variance is in writing.

13. Architectural Control Committee. The Architectural Control Committee shall consist of four members and shall be entitled to enforce the foregoing reservations and restrictions as provided above. The initial members of the Architectural Control Committee shall be Edward O. Minniear, Jr., Robert D. Priest, Ivan M. Cowger and William A. Middleton (the Committee Members). The Committee Members shall each serve on the Architectural Control Committee for a term of twelve years beginning on the date of this Declaration (the Twelve Year Period) or until they resign, whichever event first occurs. In the event of the resignation of a Committee Member prior to the expiration of the Twelve Year Period, the remaining Committee Members shall appoint a successor to serve for the remainder of the Twelve-Year Period or for a term of such duration as the remaining Committee Members may determine. Upon the expiration of the Twelve Year Period or in the event that all Committee Members resign simultaneously during the Twelve Year Period, the Board of Directors of the Association shall appoint four Committee Members to serve for a term, the duration of which shall be determined by the Board of Directors.

ARTICLE V

Lot Maintenance

1. Animals. No livestock or poultry of any kind shall be raised, bred or kept on any portion of the Properties. No animals shall be kept, bred or maintained on the Properties for commercial purposes. No animals or pets which are an annoyance or nuisance to other Owners shall be kept on any Lot. Each Owner shall be absolutely liable to any other Owner, their family, guests, invitees and licensees for any damage to person or property caused by any animal or pet brought upon or kept on the Property by any Owner, Owners' family members, guests, invitees or licensees.

2. Signs. No sign of any kind shall be displayed to the public view on any Lot with the following exceptions: one sign of not more than 12 square feet advertising the property for sale or rent, or signs used by a builder or the Declarant to advertise during the construction and sale of any Residence provided that all signs used by a builder must be approved by the Declarant.

3. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers. All equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition at all times. All garbage receptacles, air conditioning equipment, clothes lines, sewer tanks and similar storage receptacles shall be placed or screened in a fashion which will conceal them from view.

4. Sight Distances at Intersections. No fence, wall, hedge or shrub planting shall be placed or permitted to remain on any Lot unless its placement complies with Section 18-51 of the Zoning Ordinance of the County of Spotsylvania, Virginia; provided however, that the foregoing prohibition shall not apply to any permanent sign, monument or fence marking the entrance to the Properties.

5. Upkeep. Owners of Lots shall keep their Lots free of weeds, undergrowth, garbage, trash, debris and litter. It shall be the responsibility of each Owner to prevent the development of any unclean or unsightly conditions of buildings or grounds on the Property which would tend to decrease the attractiveness of the neighborhood as a whole or the specific area. All improvements on the Property shall be kept in good repair and, where necessary, painted on a regular basis.

6. Outside Lighting. Outside illumination of any Residence shall be effected by conventional residential lighting techniques. No neon or flashing lights shall be permitted nor shall colored lights be permitted other than a reasonable number displayed in conjunction with a religious holiday. The foregoing notwithstanding, no lighting shall be of such a character or intensity or so located as to interfere with another Owner's use or enjoyment of the Property.

7. Trees. No Lot shall be cleared of vegetation or otherwise defoliated in such a manner as to decrease the attractiveness of the Property. Clearing of vegetation, including trees, unless cleared for the purpose of planting improvements on the Property, must be approved prior to such clearance by the Declarant.

8. Parking and Vehicles. Each Owner shall construct and maintain suitable and adequate parking spaces on his Lot prior to the occupancy of the Residence to be constructed thereon. Only boats, boat trailers, campers, recreational vehicles, utility trailers and oversized vehicles weighing not in excess of 6,000 pounds gross weight may be maintained on a Lot provided that they are reasonably screened and are not visible from any public street on the Property. No disabled vehicles shall be maintained on the Property at any time. No equipment or vehicles weighing in excess of 6,000 pounds gross weight shall be parked on the Property provided that commercial vehicles may remain temporarily on the Property in order to furnish necessary services to an Owner. Subject to the approval of the Architectural Control Committee, recreation vehicles in excess of 6,000 pounds may be parked on the Property. All vehicles parked on the Property must have current state inspections and state licenses at all times.

9. Use of Lots. No obnoxious or offensive activity shall be carried on or allowed upon any portion of the Property nor shall anything be done thereon that may be or become a nuisance or any annoyance.

ARTICLE VI

Enforcement and Remedies

1. Remedies. (a) In the event of a violation or breach of any of the foregoing covenants, conditions, and restrictions, the Architectural Control Committee, the Declarant, the Association or

any Owner shall have the right to proceed at law or in equity to compel compliance with the terms hereof in order to prevent such violation or breach. IN THE EVENT OF A VIOLATION OR BREACH OF ANY NEGATIVE EASEMENT GRANTED HEREIN FOR THE BENEFIT OF THE NATIONAL PARK SERVICE, THE NATIONAL PARK SERVICE SHALL HAVE THE RIGHT TO PROCEED AT LAW OR IN EQUITY TO COMPEL COMPLIANCE AND TO PREVENT SUCH VIOLATION OR BREACH.

(b) In addition to the foregoing, the Declarant, its successors and assigns, including the Association, shall have the right, whenever there shall have been built any structure which is in violation of these restrictions to enter upon the property where such violation exists, and summarily abate or remove such structure at the expense of the Owner, if after fifteen days written notice of such violation, it shall not have been corrected by the Owner provided that the Declarant or its successor or assign may extend such fifteen day period in its sole discretion. Any such entry and abatement or removal shall not be deemed a trespass. Should the Declarant or its successor or assign employ counsel to enforce any of the foregoing covenants, conditions, or restrictions, because of a breach, all costs incurred in such enforcement, including a reasonable fee for such counsel, shall be paid by the party who is in breach. The Declarant or its successor or assign shall have a lien upon such Lot with regard to which there is a breach of these covenants, conditions, or restrictions to secure payment of all such costs and fees.

(c) The failure to enforce any of the foregoing covenants, conditions, or restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. In addition, the Declarant, its assigns and successors in interest, the Committee, the Association or any Owner shall not incur liability for the failure to enforce such covenants, conditions and restrictions.

2. Transfer of Rights. The Declarant shall grant and convey all its rights to enforce the foregoing covenants, conditions and restrictions to the Association at such time as the last Lot which is subject to this Declaration or to any Supplemental Declaration is sold. Upon such conveyance and grant, the Association shall have and succeed to all rights and duties with the same power as if the Association had been the Declarant.

ARTICLE VII

Property Rights

1. Right of Enjoyment. Every Member shall have a right of enjoyment in and to the Common Properties, including any common Properties to become subject to this Declaration pursuant to Article II hereof. Such right shall be appurtenant to and shall pass with the title to every Lot.

2. Limitations. (a) The rights of enjoyment created hereby shall be subject to the following:

(i) The right of the Association to suspend the enjoyment rights of any Member and the voting rights of any Member for any period during which any assessment, as hereinafter defined, remains unpaid, for a period not to exceed 60 days for an infraction of its published rules and regulations;

(ii) The right of the Association to charge reasonable admission and other fees for the use of any the recreational facilities to be situated upon the Common Properties and

(iii) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members provided that no such dedication or transfer shall be effective unless an instrument signed by two-thirds of each class of Members has been recorded agreeing to such dedication, transfer, purpose or condition.

3. Delegation of Use. (a) Any Member may delegate his right of enjoyment to the Common Properties to the members of his household and to his tenants; provided, however, that the right of enjoyment may be delegated only to occupants of Residences and shall not be exercised by non-occupant Members.

(b) The right of any resident Member to delegate his right of enjoyment of the Common Properties is subject to any rules and regulations which the Association may publish.

ARTICLE VIII

Membership and Voting Rights

1. Membership. Each Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total number of votes outstanding in the Class A membership equal the total number of votes outstanding in the Class B membership or

(b) on December 31, 1997.

3. Board of Directors. The Association shall elect a Board of Directors which will manage the business and affairs of the Association in accordance with this Declaration. The Board of Directors shall elect the members of the Architectural Control Committee at the expiration of the Twelve Year Period or in the event that all Committee Members resign simultaneously during the Twelve Year Period. In addition, the Board of Directors is hereby granted the following powers: (i) the power to establish any other Committees as it deems appropriate; (ii) the power to adopt, publish and modify rules and regulations governing the use and maintenance of the Property and to establish penalties for infractions thereof; and (iii) all other powers necessary to further the general scheme of these Declarations.

ARTICLE IX

Covenant for Maintenance Assessments

1. Maintenance of Common Properties. The Association shall maintain or cause to be maintained all Common Properties now or hereafter subject to this Declaration. Such maintenance includes, but is not limited to, (i) the payment of real estate taxes and insurance premiums, (ii) the repair, replacement, maintenance and additions to the Common Properties, including the maintenance of any permanent fences, signs or monuments marking the entrance to the Properties, (iii) snow removal and (iv) management and supervision of the foregoing.

2. Creation of the Lien and Personal Obligation for

Assessments: Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (i) annual assessments and (ii) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest at the legal rate and costs of collection (including reasonable attorneys' fees) shall be a charge on the Lot and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with interest thereon and the cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

3. Maximum Annual Assessment. (a) Until January 1 of the year immediately following the conveyance of the first Lot to any resident Owner, the maximum annual assessment shall be \$550 per year per Lot payable annually in advance.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to a resident Owner, without a vote of the membership, the maximum annual assessment may be increased each year not more than (i) five percent above the maximum assessment for the previous year or (ii) the Consumer Price Index, whichever is greater.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to a resident Owner, the maximum annual assessment may be increased by more than five percent by a vote of two-thirds of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

4. Unoccupied Lots. It is anticipated that unoccupied Lots will not be furnished with all of the services available to Lots which are acquired by resident Owners. Accordingly, the Declarant or its successors and assigns shall pay to the Association assessments of \$137.50 per year per unoccupied Lot owned by the Declarant or its successor and assigns provided that such reduced assessment shall not apply to any Lots on which model homes have been constructed and provided further that any builder or contractor constructing residential dwellings on the Properties shall pay to the Association assessments of \$250.00 per year per unoccupied Lot owned by such builder or contractor (other than Lots on which model homes are constructed). A Lot shall be deemed "unoccupied" within the meaning of this section if no person has begun to use such Lot as a permanent or temporary place of residence or if such Lot is not used as a model home.

5. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy in any calendar year a special assessment, applicable to that year only, for the purpose of (i) paying debts of the Association or (ii) defraying, in

whole or in part, the cost of construction or reconstruction of, or unexpected repair or replacement of a capital improvement on the Common Properties, including necessary fixtures or personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of the Members who are entitled to vote and who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all Members at least ten days in advance and setting forth the purpose of the meeting. Special assessments must be set at a uniform rate for all Lots and may be collected on a monthly basis.

6. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Properties. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

7. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the maximum allowable rate. The Association may bring an action at law against the Owner personally obligated to pay such assessment or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien of any subsequent assessment.

ARTICLE X

General Provisions

1. Severability. Invalidation of any one of these covenants or restrictions by judgment, court order or legislative mandate shall in no way affect any other provision and all such other provisions shall remain in full force and effect.

2. Utility Easements. (a) The Declarant hereby reserves unto itself, its successors in interest, grantees and assigns, including the Chesapeake and Potomac Telephone Company of Virginia and Virginia Electric Power Company, the following easements for the underground conveyance and use of electricity and telephone systems:

(i) an easement of 15 feet on the front sidelines of all Lots and five feet on the sidelines of all Lots (as shown on the Plats) for the purposes of (1) laying, operating and maintaining underground electric and telephone lines within such easements and (2) constructing, operating, maintaining, replacing and removing a communication system consisting of buried cable, buried wires, terminals, and location markers as from time to time required;

(ii) a temporary easement of 10 feet for the purpose of placing lines or cables underneath streets located in the Properties provided that such easement shall terminate at such time as the streets are accepted by the Virginia Department of Transportation.

(b) The Declarant further reserves for Spotsylvania Cable T.V., Inc., its successors and assigns the right to lay, install, construct, operate and maintain one or more lines of underground conduits and cable and other unusual fixtures and appurtenances as may be necessary for the purposes of transmitting and distributing television signals within such easements or within the applicable easements shown on the Plat. Any lines placed on the Property must be buried within 30 days from the time of the use of the easement.

(c) All utility cables and wires shall be buried underground, including, but not limited to, all distribution lines connecting individual Residences, outbuildings or garages.

(d) 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 or other such installations and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service. No structures, including walls, fences, paving and planting which will interfere with the rights of ingress and egress provided for in this paragraph, shall be erected upon any part of the Properties.

3. Access to Furnace Road. The Declarant hereby renounces any right of ingress or egress to the Property over Furnace Road, and no Owner shall have any right of ingress or egress to any Lot from Furnace Road.

4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first twenty year period by an instrument signed by not less than ninety percent of the Members voting in person or by proxy, and thereafter by an

instrument signed by not less than seventy-five percent of the Members voting in person or by proxy. Any amendment must be recorded.

5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Properties and amendment of this Declaration of Covenants, Conditions, Reservations, Restrictions, and Easements.

IN WITNESS WHEREOF, Chancellor West Company, has caused this Declaration to be executed.

CHANCELLOR WEST COMPANY

By Edward O. Minniear, Jr.
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA

County of Spotsylvania, to-wit:

I, Virginia Sismanoglou, a Notary Public in and for the jurisdiction aforesaid, hereby certify that Edward O. Minniear, Jr., whose name is signed to the foregoing Declaration, as President of Chancellor West Company, has acknowledged the same before me in the aforesaid jurisdiction this 22 day of October, 1987.

My commission expires: 5/30/89

Virginia Sismanoglou
Notary Public

SPOTSYLVANIA COUNTY CIRCUIT COURT...
1987. This deed is filed for record...
this day at the County Clerk's Office...
Certificate thereon submitted to...
P.M.
Tests: Virginia M. Cook, Clerk. Total 29.00

AMENDMENT TO MASTER DECLARATION
OF COVENANTS, CONDITIONS,
RESERVATIONS, RESTRICTIONS AND EASEMENTS

15423

THIS AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS AND EASEMENTS, made as of the 5th day of November, 1987, by CHANCELLOR WEST COMPANY, a Virginia corporation (the Declarant), provides:

1. Recitals. The Declarant, as the fee simple owner of certain property known as Chancellor West, Section One (the Property), caused to be recorded a Master Declaration of Covenants, Conditions, Reservations, Restrictions and Easements (the Declaration) dated as of the 22nd day of October, 1987 and recorded in the Clerk's Office of the Circuit Court of Spotsylvania County in Deed Book 760 at Page 726. The Property is more particularly described in the Declaration. Pursuant to Article X of the Declaration, the Declarant wishes to amend the Declaration in order to make the corrections and clarifications herein provided.

2. Amendments. Section 5 of Article III of the Declaration is hereby amended to read as follows:

5. Natural Vegetation. The natural vegetation in the Furnace Road Easement Area shall not be disturbed. Subject to Article X, Section 2 below, the natural vegetation in the State Route 610 Easement Area shall not be disturbed except in connection with the installation and maintenance of a well, a septic tank or a drainfield. Notwithstanding the foregoing, no natural vegetation in the State Route 610 Easement Area may be removed without the prior written approval of the Architectural Control Committee.

WITNESS the following signature.

CHANCELLOR WEST COMPANY

By: Edw. O. Pimmory
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA

County of SPOTSYLVANIA to-wit:

I, W. S. Sismanoglou, a Notary Public in and for the jurisdiction aforesaid, hereby certify that EDWARD O MINNIEAR SR., whose name is signed to the foregoing instrument, as PRESIDENT of Chancellor West Company, has acknowledged the same before me in the aforesaid jurisdiction this 2 day of NOVEMBER, 1987.

My commission expires: 5/30/89

W. S. Sismanoglou
Notary Public

SPOTSYLVANIA COUNTY CIRCUIT COURT CLERK'S OFFICE, VIRGINIA, NOV. 6,
1987 This Deed amendment was State Tax _____
this day received in this office together with the cer- County Tax _____
tificate thereon admitted to record at 8:12 o'clock. Transfer 1000
A.M. Recording 1000
Add. Tax _____
Total 10.00
Teste: Margaret M. Cole, Clerk.

Mailed To:
Rockley & Goodpasture
Box 466
Shed, Va. 4-19-88.

BOOK 783 PAGE 113

CHANCELLOR WEST, SECTION TWO

Supplementary Declaration

PROOFED

4104

THIS SUPPLEMENTARY DECLARATION to the Declaration of Covenants, Conditions, Reservations and Restrictions applicable to Chancellor West, Section 2 made as of the 7th day of April, 1988 by Chancellor West Company, a Virginia corporation (hereinafter referred to as the Declarant), provides:

1. Recitals. The Declarant caused to be recorded a certain Declaration of Covenants, Conditions, Reservations and Restrictions made as of the 22nd day of October, 1987, recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia in Deed Book 760 at Page 726 (the Declaration). Pursuant to Article II of the Declaration, the Declarant wishes to bring within the scheme of the Declaration additional property and to extend the covenants and restrictions of the Declaration to such property.

2. Additional Property Subject to the Declaration. As the sole fee simple owner of the Additional Property (as hereinafter defined), the Declarant hereby declares that the Additional Property is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, conditions, reservations, restrictions and easements set forth in the Declaration for and during the time specified therein. The Additional Property is defined as follows:

ALL THAT certain property containing
191.877 acres (6.1274 acres common area,
177.1537 acres lots and 8.5966 acres streets)
shown as lots 41 through 99 and Parcel A,

Parcel B and that area designated as "Roadway Esm't" on a plat of subdivision dated February 3, 1987, entitled "Plat of Subdivision, Section Two, Chancellor West, Chancellor District, Spotsylvania County, Virginia," prepared by Sullivan, Donahoe and Ingalls, Fredericksburg, Virginia, recorded in the Clerk's Office of the Circuit Court of Spotsylvania County in Plat File 1 at Page 467, which property is more particularly described as follows:

BEGINNING at a point on the center line of Pathfinder's Court, which point is 235.00 feet from the intersection of the center line of Chancellor West Boulevard and the center line of Pathfinder's Court; thence S. 55° 02' 04" W. 373.06 feet to a point; thence N. 49° 08' 45" W. 408.91 feet to a point; thence N. 70° 22' 28" W. 684.78 feet to a point; thence S. 00° 23' 08" E. 613.81 feet to a point; thence moving along a curve having a radius of 1,077.54 feet, an arc distance of 30.00 feet and a chord bearing of S. 84° 21' 18" E. to a point; thence S. 06° 26' 30" W. 50.00 feet to a point; thence moving along a curve having a radius of 1,027.54 feet, an arc distance of 95.45 feet and a chord bearing of N. 86° 13' 11" W. to a point; thence S. 32° 59' 19" W. 345.58 feet to a point; thence S. 39° 56' 11" W. 465.01 feet to a point; thence S. 25° 51' 04" E. 267.19 feet to a point; thence S. 68° 26' 41" E. 389.22 feet to a point; thence N. 78° 02' 36" E. 173.77 feet to a point; thence S. 63° 29' 37" E. 436.93 feet to a point; thence S. 33° 52' 00" E. 497.47 feet to a point; thence moving along a curve having a radius of 1,465.30 feet, an arc distance of 31.97 feet and a chord bearing of S. 43° 50' 24" W. to a point; thence S. 45° 32' 07" E. 361.50 feet to a point; thence S. 38° 02' 00" W. 160.80 feet to a point; thence S. 60° 47' 48" W. 1,995.72 feet to a point; thence N. 20° 06' 56" W. 1,275.50 feet to a point; thence S. 69° 50' 54" W. 150.00 feet to a point; thence N. 19° 58' 28" W. 2,195.19 feet to a point; thence N. 30° 43' 34" W. 550.11 feet to a point; thence N. 73° 45' 33" E. 2,646.02 feet to a point; thence S. 14° 44' 42" E. 209.71 feet to a point; thence N. 73° 32' 27" E. 818.70 feet to a point on the eastern right of way line of State Route 610; thence moving along a curve with a radius of 1,545.50 feet, an

arc distance of 499.06 feet and a chord bearing of S. 25° 42' 56" E. to a point; thence S. 34° 57' 56" E. 444.03 feet to a point; thence leaving such right of way line of State Route 610 S. 55° 02' 04" W. 260.00 feet to a point; thence S. 34° 57' 56" E. 155.00 feet to a point; thence S. 55° 02' 04" W. 25.00 feet to a point, which point is the point and place of beginning.

3. Additional Covenants. As permitted in Article II, the following additional covenants are applicable to the Additional Property:

(a) The Declarant hereby reserves unto itself, its successors and assigns, including all Owners and the Association, a perpetual easement for the purpose of creating, enjoying and maintaining a lake (the Lake), a portion of the general shoreline of which is designated on the Plat as "LAKE," over portions of Lots 96, 95, 97, 98, 99, 94, 93, 92 and 85. The Declarant hereby grants unto all Owners a perpetual easement for the recreational use of the Lake and hereby grants unto the Association a perpetual easement to maintain the Lake.

(b) No improvements, including piers, may materially interfere with the recreational use of the Lake by the Owners or the maintenance of the Lake by the Association and no gasoline or diesel powered boats shall be allowed on the Lake. Any person using the Lake shall do so at his own risk. The Declarant, the Association and their officers, directors, employees, agents and representatives and the Owners of Lots on the Lake shall have no liability to any person for damages suffered in connection with the use of the Lake.

(c) All Owners shall be entitled to access to the Lake over Parcel B, the lake access area. All Owners shall be entitled to use Parcel A as a recreational area.

(d) The maintenance of the common areas designated on the Plat as the "Roadway Esm't," (the Roadway Easement Area) including the dam to be constructed underneath the roadway to be located on the Roadway Easement Area shall be maintained in accordance with that certain Deed of Easement and Agreement, by and between the Association, the Declarant, the Virginia Department of Transportation and the County of Spotsylvania, Virginia, to be recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia.

WITNESS the following signature.

CHANCELLOR WEST COMPANY

[Signature]
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA

COUNTY of SPOTSYLVANIA, to wit:

I, BERNIE M. MITCHELL, a Notary Public in and for the jurisdiction aforesaid, hereby certify that EDWARD O. MINNICK, JR., whose name is signed to the foregoing instrument, as PRESIDENT of Chancellor West Company, has acknowledged the same before me in the aforesaid jurisdiction this 7TH day of APRIL, 1988.

My commission expires: 10-31-89

RECORDED PLAT FILE 1

NO. 407-412

[Signature]
Notary Public

SPOTSYLVANIA COUNTY CIRCUIT COURT CLERK'S OFFICE, VIRGINIA, APRIL 7, 1988
This Deed of Dedication & Plat was State Tax _____
this day received in this office together with the cer- County Tax _____
tificate thereon admitted to record at 12:31 o'clock. Transfer 100
P. M. Recording 1000
-4- Let. Tax 6000 PLAT
Total 71.00

Teste: Margaret M. Goble, Clerk.

CHANCELLOR WEST HOMEOWNERS ASSOCIATION

Amendment change to the Master declaration of Covenants, Conditions, Reservations, Restrictions and Easements of the Homeowners Association of Chancellor West .

We, the Board of Directors of the Chancellor West Homeowners Association, having submitted a vote to the members of the Association after informing them of our intention and reason for supporting the change and after obtaining seventy five (75%) of the members voting in person or by proxy, do offer for registration in accordance with the provisions of Article XII, amendments to revise, the following amendment change to the Master Declaration of Covenants:

On this the 3rd of November of the year 2009, we the Board of Directors of the Chancellor West Homeowners Association cause to be enacted a change to the Master Declaration of Covenants, Conditions, Reservations, Restrictions and Easements, which from this day on:

- 1.) Repeals and deletes the amendment recorded in book no. 760, page no. 751 which provided that unoccupied lots be assessed at a lower rate than occupied lots on the map of Chancellor West and
- 2.) Introduce a new amendment which states that all lots on the map of Chancellor West, either occupied or unoccupied be assessed by the association at the same rate.

Chancellor West Board of Directors

By: David J. Manou
Title: Secretary

Commonwealth of Virginia

County of Spotsylvania, to wit:

I, John D. Simmons, a Notary Public in and for the jurisdiction aforesaid, hereby certify that David J. Manou whose name is signed to the foregoing instrument as Secretary of Chancellor West Company has acknowledged the same before me in the aforesaid jurisdiction this 6 day of November 2009.

My commission expires: 10-31-12

John D. Simmons
Notary Public

