

ARTICLES OF INCORPORATION
OF
FOREST LAKES COMMUNITY ASSOCIATION, INC.
(A Non-Stock Corporation)

ARTICLE I
NAME

The name of the Association shall be Forest Lakes Community Association, Inc. (the "Association").

ARTICLE II
PURPOSE

The Association is organized and shall be operated exclusively as a Homeowners Association within the meaning of Section 528(c) of the Internal Revenue Code of 1986, as amended (all reference herein to such section or other sections of such Code include the corresponding provision of any future United States internal revenue law). The Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purpose for which it is formed is to provide for the acquisition, construction, management, maintenance and care of certain real estate and the enforcement of covenants within the planned unit development known as "Forest Lakes" located in the County of Albemarle, Virginia as more particularly described in the Declaration of Covenants and Restrictions dated October 4, 1988, made by Forest Lakes Associates, a Virginia general partnership, recorded in the Clerk's Office of the Circuit Court of the County of Albemarle, Virginia in Deed Book 1018, commencing at page 318, and also more particularly described in the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Forest Lakes, dated October 4, 1988, made by Forest Lakes Associates, a Virginia general partnership, recorded in the Clerk's Office of the Circuit Court of the County of Albemarle, Virginia in Deed Book 1018, commencing at page 373, as each of them may hereafter be amended or supplemented from time to time (collectively, the "Covenants") and to provide a means whereby the Members, acting together, may provide for the management, maintenance and care of the Common Area, and shall: (a) enforce the Covenants and exercise all of the powers and privileges and perform all of the duties and obligations of the Association; (b) fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the Covenants and Bylaws; (c) pay all expenses of the Association; (d) subject to the Covenants and the Bylaws, acquire, own, hold, provide, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association and exercise or waive any rights in its favor arising under the Covenants; and (e) have and

exercise any and all powers, rights and privileges which a corporation organized under the Nonstock Corporation Act of the Commonwealth of Virginia may by law now or hereafter have or exercise. No part of the net earnings of the Association shall inure, other than by acquiring, constructing, or providing management, maintenance and care of the Common Area, and other than by rebate of excess membership dues, fees and assessments, to the benefit of any private individual.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

The Association shall have one or more classes of Members as designated in its Bylaws. The Bylaws shall also state the qualifications and rights of the Members of each class and shall confer, limit or deny the right to vote.

ARTICLE IV
BOARD OF DIRECTORS

(a) The number of directors constituting the initial Board of Directors is one, and his name and address are as follows:

Frank A. Kessler
P.O. Box 5207
Charlottesville, Virginia 22905

Except for the initial Board of Directors, the number of directors shall be as established by the Bylaws, or in the absence of such a bylaw, shall be one.

(b) The term of office for a director shall be one year.

(c) Requirements and qualifications for directors shall be as set forth in the Bylaws.

ARTICLE V

DEFINITIONS

Except as expressly defined herein, all capitalized terms used herein shall have the meanings set forth in the Covenants or in the Bylaws of this Association.

ARTICLE VI
REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Association, which is located in the City of Charlottesville, Virginia is c/o McGuire, Woods, Battle & Boothe, Court Square Building, 5th and East Jefferson Streets, P.O. Box 1288, Charlottesville, Virginia 22902. The name of the initial registered agent of the Association is Gary C. McGee, who is a resident of Virginia and a member of the Virginia State Bar and whose business address is identical with the registered office.

ARTICLE VII
INDEMNIFICATION

7.1 Definitions. For purposes of this Article the following definitions shall apply:

- (a) "Association" means this Association only and no predecessor entity or other legal entity;
- (b) "expenses" include counsel fees, expert witness fees, and costs of investigation, litigation and appeal, as well as any amount expended in asserting a claim for indemnification;
- (c) "liability" means the obligation to pay a judgment, settlement, penalty, fine, or other such obligation, including, without limitation, any excise tax assessed with respect to an employee benefit plan;
- (d) "legal entity" means a corporation, partnership, joint venture, trust, employee benefit plan or other enterprise;
- (e) "predecessor entity" means a legal entity the existence of which ceased upon its acquisition by the Association in a merger or otherwise; and
- (f) "proceeding" means any threatened, pending, or completed action, suit, proceeding or appeal whether civil, criminal, administrative or investigative and whether formal or informal.

7.2 Limit on Liability. In every instance in which the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation to the corporation or its Members, the directors and officers of this Association shall not be liable to the Association or its Members.

7.3 Indemnification of Directors and Officers. The Association shall indemnify any individual who is, was or is threatened to be made a party to a proceeding (including a proceeding by or in the right of the Association or by or on behalf of its Members) because such individual is or was a director or officer of the Association or because such individual is or was serving the Association, or any other legal entity in any capacity at the request of the Association while a director or officer of the Association, against all liabilities and reasonable expenses incurred in the proceeding except such liabilities and expenses as are incurred because of such individual's willful misconduct or knowing violation of the criminal law. Service as a director or officer of a legal entity controlled by the Association shall be deemed service at the request of the Association. The determination that indemnification under this Section 7.3 is permissible and the evaluation as to the reasonableness of expenses in a specific case shall be made, in the case of a director, as provided by law, and in the case of an officer, as provided in Section 7.4 of this Article; provided, however, that if a majority of the directors of the Association has changed after the date of the

alleged conduct giving rise to a claim for indemnification, such determination and evaluation shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the Board of Directors and such person. Unless a determination has been made that indemnification is not permissible, the Association shall make advances and reimbursements for expenses incurred by a director or officer in a proceeding upon receipt of an undertaking from such director or officer to repay the same if it is ultimately determined that such director or officer is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of the director or officer and shall be accepted without reference to such director's or officer's ability to make repayment. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that a director or officer acted in such a manner as to make such director or officer ineligible for indemnification. The Association is authorized to contract in advance to indemnify and make advances and reimbursements for expenses to any of its directors or officers to the same extent provided in this Section 7.3.

7.4 Indemnification of Others. The Association may, to a lesser extent or to the same extent that it is required to provide indemnification and make advances and reimbursements for expenses to its directors and officers pursuant to Section 7.3, provide indemnification and make advances and reimbursements for expenses to its employees and agents, the directors, officers, employees and agents of its subsidiaries and predecessor entities, and any person serving any other legal entity in any capacity at the request of the Association, and may contract in advance to do so. The determination that indemnification under this Section 7.4 is permissible, the authorization of such indemnification and the evaluation as to the reasonableness of expenses in a specific case shall be made as authorized from time to time by general or specific action of the Board of Directors, which action may be taken before or after a claim for indemnification is made, or as otherwise provided by law. No person's rights under Section 7.3 of this Article shall be limited by the provisions of this Section 7.4.

7.5 Miscellaneous. The rights of each person entitled to indemnification under this Article VII shall inure to the benefit of such person's heirs, executors and administrators. Indemnification pursuant to this Article shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Association and indemnification under policies of insurance purchased and maintained by the Association or others. However, no person shall be entitled to indemnification by the Association to the extent such person is indemnified by another, including an insurer. The Association is authorized to purchase and maintain

insurance against any liability it may have under this Article or to protect any of the persons named above against any liability arising from their service to the Association or any other legal entity at the request of the Association regardless of the Association's power to indemnify against such liability. The provisions of this Article shall not be deemed to preclude the Association from entering into contracts otherwise permitted by law with any individuals or legal entities, including those named above. If any provision of this Article or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Article, and to this end the provisions of this Article are severable.

7.6 Amendments. No amendment, modification or repeal of this Article shall diminish the rights provided hereunder to any person arising from conduct or events occurring before the adoption of such amendment, modification or repeal.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the Commonwealth of Virginia, the undersigned Incorporator has executed these Articles of Incorporation this 7th day of December, 1988.



Gary C. McGee, Incorporator

KJK01001.A01
December 7, 1988

BYLAWS
FOREST LAKES COMMUNITY ASSOCIATION, INC.

ARTICLE I
APPLICABILITY

These Bylaws provide for the governance of Forest Lakes Community Association, Inc., a Virginia nonstock corporation (the "Association"). Capitalized terms used herein without definitions shall have the meanings specified for such terms in the Articles of Incorporation of the Association (the "Articles of Incorporation") or in the Declaration of Covenants and Restrictions of Forest Lakes, dated October 4, 1988, made by Forest Lakes Associates, a Virginia general partnership, and recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1018, commencing at page 318, or in the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable To All Property in Forest Lakes, dated October 4, 1988, made by Forest Lakes Associates, a Virginia general partnership, and recorded in the aforesaid Clerk's Office in Deed Book 1018, commencing at page 373, as any of the same may hereafter be amended or supplemented from time to time (collectively, the "Covenants").

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Forest Lakes Associates, a Virginia general partnership (the "Company") shall be a Member of the Association, and a creditor who acquired title to the Properties or any portion thereof pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure shall be a Member of the Association. Every Owner and Tenant, unless otherwise specified in the Covenants, shall be a Member of the Association. Every Owner shall be required to submit the names(s) of his Tenant(s) and the duration of their tenancy to the Secretary of the Association. The Association may issue to each Member a membership card which shall expire upon termination of a Tenant's Lease or upon sale by an Owner of his property in Forest Lakes. Tenants of Public or Commercial Units and Owners who are exempt from the payment of Assessments shall not be Members of the Association unless otherwise specified herein.

Section 2. Voting Rights. The Association shall have four (4) types of regular voting membership and one (1) type of special voting membership which provides the Company, its successors and assigns, with the power to elect a portion of the Board of Directors:

TYPE "A": Type "A" Members shall be all Owners, including the Company, its successors and assigns, of Residential Lots and Family Dwelling Units. A Type "A" Member shall be entitled to two (2) votes for each Residential Lot or each Family Dwelling Unit which he owns.

TYPE "B": Type "B" Members shall be all those Owners, including the Company, its successors and assigns, of platted Public or Commercial Sites and Multiple-Family Tracts. A Type "B" Member shall be entitled to one (1) vote for each One Hundred (\$100.00) Dollars in Annual Assessments paid to the Association. In computing the number of votes to which a Type "B" Member shall be entitled, the amount of the Assessment paid shall be rounded to the nearest One Hundred (\$100.00) Dollars.

TYPE "C": Type "C" Members shall be all those Owners, including the Company, its successors and assigns, of Apartment Tracts and Public or Commercial Units. A Type "C" Member shall be entitled to one (1) Vote for each One Hundred (\$100.00) Dollars in Annual Assessments paid to the Association. In computing the number of votes to which a Type "C" Member shall be entitled, the amount of the Assessment paid shall be rounded to the nearest One Hundred (\$100.00) Dollars.

TYPE "D": Type "D" Members shall include all those Owners, including the Company, its successors and assigns, of Unsubdivided Lands and platted Development Unit Parcels held and intended for future development by the Company or a third party. A Type "D" Member shall be entitled to one (1) vote for each One Hundred (\$100.00) Dollars of Annual Assessments paid to the Association. In computing the number of votes to which a Type "D" member shall be entitled, the amount of the Assessment paid shall be rounded to the nearest One Hundred (\$100.00) Dollars.

TYPE "E": The Type "E" Member shall be the Company, its successors and assigns. The Type "E" Member shall be entitled to elect a portion of the Board of Directors as set out in Section 2 of Article III, but will have no votes on other matters.

Payment of Special Assessments shall not entitle Members to additional votes.

When any property entitling the Owner to membership as a Type "A", "B", "C" and "D" Member of the Association is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same property, then

unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, their acts with respect to voting shall have the following effect:

- (1) If only one (1) votes, in person or by proxy, his act shall bind all;
- (2) If more than one (1) votes, in person or by proxy, the act of the majority so voting shall bind all;
- (3) If more than one (1) votes, in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled to its proportionate share of the vote or votes;
- (4) If the instrument or order filed with the Secretary of the Association shows that any such tenancy is held in unequal interest, a majority or even split under subparagraphs (2) and (3) immediately above shall be a majority or even split in interest in the property to which the vote(s) is attributable;
- (5) The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections, and for the purpose of ascertaining the presence of a quorum.

Section 3. Suspension of Voting Rights. The Board of Directors may suspend the voting rights of any Member during any period of time when such Member is in default of any obligation under these Bylaws or the Covenants.

ARTICLE III DIRECTORS

Section 1. Governance. The Association shall be governed by a Board of Directors consisting of seven (7) Members who need not be Members of the Association. The term of such Directors is to be determined in accordance with the provisions of the Articles of Incorporation of the Association. There shall be two (2) classes of Directors: Class I Directors shall be elected by the Type "A", "B", "C" and "D" Members, and Class II Directors shall be elected by the Type "E" Members.

Section 2. Election of the Board of Directors.

(a) Each member of Type "A", "B", "C" and "D" Membership classes shall be entitled to as many votes as equals the total number of votes he is entitled to based on his Ownership of or Tenancy in one (1) or more of the various classifications of property as computed by the formula set out in Section 2 of Article III hereof. Each Member may cast the total number of votes to which he is entitled for each vacancy to be filled by a Class I Director. Cumulative voting shall not be allowed. Members, except the Type "E" Membership, are divided into classes for the purpose of computing voting rights and shall not vote as a class.

(b) The Type "A", "B", "C", and "D" Members shall elect the Class I Director(s), and the Type "E" Member shall elect the Class II Director(s) according to the following formula:

- (1) The number of Class I Directors shall be determined by (A) dividing (i) the number of Residential Lots and Family Dwelling Units owned by Type "A" Members by (ii) the maximum number of Residential Lots and Family Dwelling Units authorized by the Zoning Ordinance of the County of Albemarle as of June 1, 1988 for the Properties as defined in Article I paragraph (t) of the Covenants of Forest Lakes and (B) then multiplying the resulting quotient by the total number of Directors, and (C) rounding the result to the nearest whole number, e.g., 1.49 = 1, and 1.50 = 2.
- (2) The number of Class II Directors shall be determined by subtracting the number of Class I Directors from the total number of Directors. The Class II Directors shall be elected by the Type "E" Member.
- (3) For the purposes of this formula, the number of Residential Lots and Family Dwelling Units owned by Type "A" Members and the maximum number of Residential Lots and Family Dwelling Units authorized in the Properties shall be determined by the Board of Directors as of the date on which notice of the meeting of the Members at which the Board of Directors is to be elected is mailed.

Section 3. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and

the vote of the majority of the directors present at a meeting in which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, those present may adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 4. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 5. Tenure. At the first annual meeting, the Members shall elect Directors to serve until the second subsequent Annual Meeting. At each annual meeting thereafter, the Members shall elect Directors as provided herein. Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors, or by a sole remaining Director and, if not previously filled, shall be filled at the next succeeding meeting of the Members of the Association. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose position he was elected to fill. Election of Directors by the Board of Directors to fill a vacancy may be conducted by mail ballot if the Board of Directors so determine.

Section 6. Annual Meetings. Annual meetings of the Board of Directors to elect officers shall be held annually immediately following the annual meeting of the Members.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors by giving notice thereof as provided in Section 8 of this Article III. Such persons calling a special meeting of the Board of Directors may fix any location as the place for holding such special meeting.

Section 8. Notice. When notice of any meeting of the Board of Directors is required, such notice shall be given at least five days previous to such meeting by written notice delivered personally or sent by mail to each Director at his address as shown on the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited,

postage prepaid, in the United States mail in a sealed envelope properly addressed. Any Director may waive notice of any meeting before or after the time of the meeting stated therein and attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting unless specifically required by law, the Articles of Incorporation, these Bylaws or the Covenants.

Section 9. Compensation. Directors of the Association shall not receive any stated salaries for their services, but by resolution of the Board of Directors any director may be reimbursed for his actual expenses incurred in the performance of his duties as director but nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor.

ARTICLE IV POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and Restricted Common Areas and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the Common Areas and Restricted Common Areas of any Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Covenants;

(d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at a special meeting when such statement is requested in writing by one-fourth ($\frac{1}{4}$) vote of the Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

- (1) fix the amounts of all assessments;
- (2) send written notice of all assessments to every Owner subject thereto;
- (3) in the discretion of the Board of Directors, foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same; and
- (4) provide for a Board of Architectural Review.

(c) issue, or cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(d) procure and maintain adequate liability and hazard insurance on property owned or leased by the Association.

(e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(f) cause the Common Areas, Restricted Common Areas, Intended Common Areas, and Intended Restricted Common Areas to be maintained or improved; and

(g) such other duties as are set forth in the Covenants.

Section 3. Annual Statements. The President, Treasurer, or such other Officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement

showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association; provided however, that this requirement shall be construed to apply only to creditors of more than One Thousand and no/100 (\$1,000.00) Dollars. Such Officer shall furnish to each Member of the Association who may make a request therefore in writing, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail. Any holder of a first mortgage on a lot(s) or unit(s) shall be entitled upon written request, to a financial statement for the immediately preceding fiscal year.

Section 4. Annual Budget. The Board of Directors shall prepare and make available to all Members, at least sixty (60) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.

ARTICLE V MEETINGS

Section 1. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association shall be as follows:

(a) The first time a meeting of the Members of the Association is called to vote on (i) an increase in the Maximum Regular Annual Assessment greater than that provided for by subparagraph (c) of Section 3 of Article V of the Declaration of Covenants and Restrictions of Forest Lakes, (ii) a Special Assessment as provided for by Section 4 of Article V of the Declaration of Covenants and Restrictions of Forest Lakes, (iii) the gift or sale of any parcel of land and improvements thereon designated as a Common Area or Restricted Common Area as provided for by subparagraph (f) of Section 4 of Article IV of the Declaration of Covenants and Restrictions of Forest Lakes, (iv) an Amendment to the Declaration of Covenants and Restrictions of Forest Lakes as provided for by Section 2 of Article VIII of the Declaration of Covenants and Restrictions of Forest Lakes, (v) an Amendment to these Bylaws as provided for by Section 1 of Article VIII hereof, or (vi) the termination of the Declaration of Covenants and Restrictions of Forest Lakes as provided in Section 1 of Article VIII of the Declaration of Covenants and Restrictions of Forest Lakes, the

presence at the meeting of Members or proxies entitled to cast thirty percent (30%) of the total vote of the Membership required for such action shall constitute a quorum.

(b) The first time a meeting of the Members of the Association is called to vote on any action proposed to be taken by the Association, other than that described in subparagraph (a) above, the presence at the meeting of Members or proxies entitled to cast fifteen percent (15%) of the total vote of the Membership required for such action shall constitute a quorum.

If the required quorum is not present at any meeting described in subparagraphs (a) or (b) above, with the exception of any meeting called to vote on the termination of the Declaration of Covenants and Restrictions of Forest Lakes described in subparagraph (a(vi)) above, another meeting or meetings may be called subject to the giving of proper notice and the required quorum at such subsequent meeting or meetings shall be one-half (1/2) of the required quorum at the preceding meeting.

Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article V, Section 1, and any other requirements for such "duly called meeting" which may be established herein. For the purpose of this section, "proper notice" shall be deemed to be given when given each Member not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

Section 2. Proxies. All Members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing.

Section 3. Ballots by Mail. When desired by the Board of Directors, there shall be sent with the notices of regular or special meetings of the Association, a statement of certain notions to be introduced for vote of the Members and a ballot on which each Member may vote for or against each such motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out in Section 1 of this Article V; providing, however, such ballots shall not be counted in determining whether a quorum is present to vote upon notions not appearing on ballots.

Section 4. Annual Meetings. The annual meeting of the Association shall be held on such date during the month of January each year as shall be fixed by the Board of Directors.

Section 5. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors.

Section 6. Special Meetings. Special meetings of the Members may be called by the President or a majority of the Directors, and by the Secretary upon demand of Members as required by law.

Section 7. Notice of Meetings. Written notice stating the place, day and hour of each meeting of Members, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than fourteen (14) days before the date of the meeting (except when a different time is required by law) either personally or by mail, telegraph, teletype, telecopy or other form of wire or wireless communication or by private courier, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be effective when deposited in the United States mail with postage thereon prepaid, addressed to the Member at his or her address as it appears on the Association's current record of Members. If given in any other manner, such notice shall be deemed to be effective when given personally or sent by telegraph, teletype, telecopy or other form of wireless communication or given to a private courier to be delivered.

If a meeting is adjourned to a different date, time or place, notice need not be given if the new date, time or place is announced at the meeting before adjournment. However, if a new record date for an adjournment is fixed, notice of the adjourned meeting shall be given to persons who are Members as of the new record date unless a court provides otherwise.

Section 8. Record Dates. The record date for determining Members entitled to demand a special meeting is the date the first Member signs the demand that the meeting be held.

Except as is provided in the preceding paragraph, the Board of Directors may fix, in advance, a record date to make a determination of Members entitled to notice of, or to vote at, any meeting of Members, such date to be not more than seventy (70) days before the meeting or action requiring a determination of Members. If no such date is set for any meeting, then, except as provided in the preceding paragraph, the record date shall be the close of business on the day before the date on which the first notice of the meeting is mailed. If notice is given in any other manner, then the

record date shall be the close of business on the day before the date on which the first notice of the meeting is given.

When determination of Members entitled to notice of or to vote at any meeting of Members has been made, such determination shall be effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

ARTICLE VI OFFICERS

Section 1. Officers. The officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary and a Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. The President shall be a Director of the Association. Other officers may be, but need not be, Directors of the Association.

Section 2. Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Directors following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interest of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors, except as otherwise determined by the Board of Directors. The President shall be chief executive officer of the Association.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time

specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association; provided, however, that a committee may not (i) approve or recommend to Members action that is required by law to be approved by Members; (ii) fill vacancies on the Board of Directors or on any of its committees; (iii) amend the Articles of Incorporation; (iv) adopt, amend or repeal these Bylaws or the Covenants; or (v) approve a plan of merger not requiring member approval.

The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a director with the standards of conduct required of a director.

Section 2. Committee Meetings; Miscellaneous. The provisions of these Bylaws which govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors shall apply to committees of directors and their members as well.

ARTICLE VIII MISCELLANEOUS

Section 1. Amendments. All proposed Amendments to these Bylaws shall be submitted to a vote of the Members at a duly called meeting of the Association subject to the quorum requirements established by Article V, Section 1, and any such proposed amendment shall be deemed approved if two-thirds (2/3) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least fourteen (14) days prior to the date of the meeting at which such proposed amendment is to be considered.

So long as the Company is a Type "E" Member, no Amendment of these Bylaws shall be made without the written consent of the Company.

Section 2. Notices. Any notice required to be sent to any Member under the provisions of these Bylaws or the Covenants shall be deemed to have been properly sent, and notice thereby given, when delivered personally or sent by mail, with the proper postage affixed, to the address appearing on the Association's Membership list. Notice to one (1) of two (2) or more co-owners or co-tenants shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is delivered or mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 3. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for herein.

Section 4. Management and Contract Rights of Association. The Company may enter into a contract with a management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the property. However, no such contract shall be binding upon the Association except through express adoption or ratification of the terms and conditions of such contract. Any contract or lease entered into by the Company or by the Association while the Type "E" Member elects a majority of the Directors of the Association shall contain a provision allowing the Association to terminate such contract without justification or penalty after the Type "E" Member no longer elects a majority of the Directors of the Association.

Section 5. Rights of Noteholders. Any institutional holder of a first mortgage on a Unit, Lot, Tract, Site or Parcel will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of its fiscal year, (c) receive written notice of all meetings of the Association and the right to designate a representative to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage, (e) receive written notice of any sixty-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage, (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy of fidelity bond maintained by the Owners Association, (g) receive written notice of any proposed action that requires

the consent of a specified percentage of mortgage holders, and (h) be furnished with a copy of the master insurance policy.

Section 6. Corporate Seal. The corporate seal of the Association shall be circular and shall have inscribed thereon, within and around its circumference, "FOREST LAKES COMMUNITY ASSOCIATION, INC." In the center shall be the word "SEAL".

DOCUMENT NO.: GCM1002.BYL
CLIENT NAME: FOREST LAKES
CLIENT NO.: 369225-0002
ORIGINATED: 10-19-88
DRAFT DATE: 12-7-88
DRAFT NO.: 11
OPERATOR: Virginia

RETURN TO: ANNE HEDGES

PLEASE CHECK ONE:

DRAFT _____

FINAL _____

DECLARATION OF COVENANTS AND RESTRICTIONS
OF FOREST LAKES

THIS DECLARATION, made this 4th day of OCTOBER, 1988, by Forest Lakes Associates, a Virginia Partnership hereinafter called "Company".

W I T N E S S E T H :

WHEREAS, the Company is the owner of the real property described in Article II of this Declaration and desires to create thereon a planned development community with representation of residential, commercial, and recreational uses to be known as "Forest Lakes";

WHEREAS, the Company desires to provide for the preservation of values and for the maintenance of common facilities and services and for a vehicle for the administration and enforcement of covenants and restrictions;

WHEREAS, the Company will cause to be incorporated under the laws of the State of Virginia, a non-stock corporation, Forest Lakes Community Association, Inc., for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth;

NOW THEREFORE, the Company declares that the real property described in Article II, and such additions thereto as may hereinafter 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, restrictions, conditions, easements, charges, assessments ("Assessments"), affirmative obligations, and liens (all hereinafter sometimes referred to as "the Covenants") hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Affiliate" shall mean any corporation of which more than fifty percent (50%) of the voting stock is owned or controlled by the Company or the Developer, and any partnership or joint venture in which the Company or the Developer has more than a fifty percent (50%) equity interest or an interest in

fifty percent (50%) or more of the cash flow from such partnership or joint venture.

(b) "Apartment Tract" shall mean and refer to any improved property or property formerly classified "Multiple Family Tract" for use as a multi-family apartment building or buildings, but not a condominium. An "Apartment Tract" or portion of it shall be deemed to be improved when the improvements being constructed thereon are sufficiently complete to be subject to Assessment, in the sole and uncontrolled discretion of the Board of Directors of the Association, as improved properties as set forth in Section 3(d) of Article V.

(c) "Apartment Unit" shall mean any residential unit in an apartment building but not a condominium unit or co-operative unit.

(d) "Association" shall mean and refer to Forest Lakes Community Association, Inc., a Virginia non-stock corporation, its successors and assigns.

(e) "Common Areas" shall mean and refer to those tracts of land with any improvements thereon which are deeded to the Association and designated in said deed or lease as "Common Areas." The term "Common Areas" shall also include any personal property acquired or leased by the Association if said property is designated a "Common Area." All Common Areas are to be devoted to and intended for the common use and enjoyment of the Members of the Association, their guests, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association. Common Areas shall not include those tracts of land falling within the definition of "Restricted Common Areas" set forth below.

(f) "Company" shall mean Forest Lakes Associates, a Virginia Partnership, its successors and assigns.

(g) "Developer" shall mean Forest Lakes Associates, a Virginia Partnership, its successors and assigns.

(h) "Development Unit Parcel" shall mean and refer to any parcel or tract of land within the Properties, conveyed by the Company to any third party under Covenants and Restrictions permitting the division of such parcel or tract into smaller land units such as Residential Lots, Multiple-Family Tracts, or Public or Commercial Sites. For the purposes of this Declaration, a parcel of land shall not be deemed a "Development Unit Parcel" until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or

designating such property as a Development Unit Parcel is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia; provided, however, that any property within said parcel of land which also qualifies as "Exempt Property" as defined in paragraph (i) of this Article I shall not be deemed part of said Development Unit Parcel for the purposes of calculating Assessments or votes. A Development Unit Parcel, or portions thereof, shall remain classified as such until further subdivided and classifiable as a Residential Lot or Lots, Multiple-Family Tract, or Public or Commercial Site pursuant to Section 3 (h) of Article V.

(i) "Exempt Property" shall mean and refer to the following classifications of property within the Properties which, for the purposes of this Declaration, shall not be deemed "Multiple-Family Tracts" "Public or Commercial Sites", "Apartment Tracts", "Development Unit Parcels", "Unsubdivided Land", or "Public or Commercial Units", and shall be expressly excepted from the definitions thereof:

- (1) All land designated on the Master Plan for intended use, or by actual use if applicable, for indoor and outdoor recreational and community facilities owned and operated by the Company, the Company's Affiliates, the Developer, the Developer's Affiliates, the Association, and any other home owners association (hereinafter referred to as "Home Owners Association") organized by the Company or by others with the consent of the Company if such Home Owners Association operates such facilities within the Properties for the private use of its members or the Members of the Association; places of worship; libraries; fire stations and rescue squads; post offices; day care centers, nursery schools, and other schools and instructional centers; non-profit or charitable community, civil, or cultural clubs and institutions; and other similar community facilities which the Board of Directors, in its sole and uncontrolled discretion, may designate as Exempt Properties;
- (2) All lands and any improvements thereon designated in any way as Common Areas or Restricted Common Areas;
- (3) All lands and any improvements thereon committed to the Association through express, written notification by the Company to the Association of intent to convey to the Association.

including, without limitation, Intended Common Areas and Intended Restricted Common Areas;

- (4) All lands designed on the Master Plan or on recorded plats as "Open Space" or "Private Open Space" (hereinafter referred to, respectively, as "Open Space Areas" and "Private Open Space Areas") as defined in any subsequent declaration, covenant or restriction applicable to Property in Forest Lakes, and any improvements thereon which are defined in subparagraph (1) of this paragraph (i);
- (5) Property which is used for the maintenance, operation and service of facilities within Common Areas, Restricted Common Areas, Intended Common Areas, and Intended Restricted Common Areas, and facilities within Open Space Areas which are defined in subparagraph (1) of this paragraph (i); and
- (6) Property which is used for the maintenance, operation, and service of utilities within the Properties.

(j) "Family Dwelling Unit" shall mean and refer to any improved property or any property formerly classified a Residential Lot for which a building permit has been issued by the appropriate governmental authorities, which property is located within the Properties and intended for use as a Single Family Dwelling, including, without limitation, any Single-Family Detached Dwelling, Villa Home, Condominium Unit, or Townhouse Unit.

(k) "Forest Lakes" shall mean and refer to the lands in Albemarle County, Virginia, which are shown as a part of Forest Lakes on the Company's Master Plan as revised from time to time.

(l) "Intended Common Area" shall mean and refer to those tracts of land and any improvements thereon committed to the Association through express, written notification by the Company to the Association of intent to convey said property to the Association as a Common Area.

(m) "Intended for Use" shall mean the use intended for various parcels within the Properties as shown on the Master Plan of Forest Lakes prepared by the Company or Developer as the same may be revised from time to time by the Company or Developer, or the use to which any particular parcel of land is restricted by Covenants expressly set forth or incorporated by

reference in deeds by which the Company has conveyed the property.

(n) "Intended Restricted Common Area" shall mean and refer to those tracts of land and any improvements thereon committed to the Association through express, written notification by the Company to the Association of intent to convey said property to the Association as a Restricted Common Area.

(o) "Master Plan" shall mean and refer to the drawing which represents the conceptual plan for the future development of Forest Lakes. Since the concept of the future development of Forest Lakes is subject to continuing revision and change by the Company or Developer, present and future references to the Master Plan shall be references to the latest revision thereof.

(p) "Member" shall mean and refer to all those Owners and Tenants who are Members of the Association as defined in Section 1 of Article III.

(q) "Multiple-Family Tract" shall mean any unimproved parcel of land located within the Properties, intended for development of Condominiums as defined by the Code of Virginia and Apartments as defined and controlled by the applicable zoning for Forest Lakes. For the purposes of this Declaration, a parcel of land shall not be deemed a "Multiple-Family Tract" until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property for Multiple-Family use is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia; provided, however, that any property within said parcel of land which also qualifies as an "Exempt Property" as defined in paragraph (i) of this Article I shall not be deemed part of said Multiple-Family Tract for the purposes of calculating Assessments or votes. A Multiple-Family Tract, or portions of said Multiple-Family Tract, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to Assessment, in the sole and uncontrolled discretion of the Board of Directors of the Association, as improved properties as set forth in Section 3 (d) of Article V.

(r) "Neighborhood Area" shall mean and refer to areas in Forest Lakes designated as neighborhoods on the Master Plan deed or subdivision plats recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

(s) "Owner" shall mean and refer to the Owner as shown by the Real Estate Records in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, whether it be one (1) or

more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot, Family Dwelling Unit, Multiple-Family Tract, Apartment Tract, Public or Commercial Site, Public or Commercial Unit, Development Unit Parcel, or Unsubdivided Land situated within or upon the Properties but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to the mortgages or holder of a deed of trust, its successors or assigns, unless and pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or Tenant of an Owner. In the event that there is recorded in the Office of the Clerk of the Circuit Court of Albemarle County, Virginia, a long-term contract of sale covering any land within the Properties, the Owner of such land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the land for a period extending beyond nine (9) months from the date of the contract and where the purchaser does not receive title to the land until all such payments are made, although the purchaser is given the use of said land.

(t) "Properties" shall mean and refer to the Existing Property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any Supplementary Declaration under the provisions of Article II hereof.

(u) "Public or Commercial Site" shall mean any unimproved parcel of land within the Properties, intended for use as a site for improvements designed to accommodate commercial, office, professional, governmental, or business enterprises to serve residents of Forest Lakes and/or the public; provided, however, that a "Public or Commercial Site" shall not include property which qualifies as "Exempt Property" as defined in paragraph (i) of this Article I. For the purposes of this Declaration, a parcel of land shall not be deemed a "Public or Commercial Site" until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property as a Public or Commercial Site is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia. A Public or Commercial Site or portions of said Site, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently completed to be subject to Assessment, in the sole and uncontrolled discretion of the Board of Directors of the Association, as improved properties as set forth in Section 3 (e) of Article V.

(v) "Public or Commercial Unit" shall mean and include any improved parcel of land within the Properties which is intended and designed to accommodate commercial, office,

professional, governmental, or business enterprises to serve residents of Forest Lakes and/or the public; provided, however, that a "Public or Commercial Unit" shall not include any property which also qualifies as "Exempt Property" as defined in paragraph (i) of this Article I. A parcel of land shall not be deemed to be improved until the improvements being constructed on said parcel are sufficiently complete to be subject to Assessment, in the sole and uncontrolled discretion of the Board of Directors of the Association, as improved properties as set forth in Section 3(e) of Article V.

(w) "Residential Lot" shall mean any subdivided parcel of land located within the Properties for which no building permit has been issued by the appropriate governmental authorities and which parcel is intended for use as a site for a Single Family Detached Dwelling, Townhouse Unit, or Villa Home as shown upon any recorded final subdivision plat on any part of the Properties. No parcel shall, however, be classified as a Residential Lot until the first day of the quarter of the year following after all of the following have occurred:

- (1) Recording of a plat in the Clerk's Office of the Circuit Court of Albemarle County, Virginia showing such Residential Lot;
- (2) In those cases where the Lot is owned by the Company, the Company's Affiliates, the Developer, or the Developer's Affiliates, the Residential Lot has been placed on an "Inventory List" (as defined in Section 3(c) of Article V) of lots for sale submitted to the Association by the Company, the Company's Affiliates, the Developer, or the Developer's Affiliates.
- (3) In those cases where the Residential Lot is owned by any third party other than the Company, the Company's Affiliates, the Developer, or the Developer's Affiliates, the Residential Lot is sufficiently developed to be subject to Assessment, in the sole and uncontrolled discretion of the Board of Directors of the Association, as a Residential Lot.

(x) "Restricted Common Areas" shall mean and refer to those tracts of land with any improvements thereon which are deeded to the Association and designated in such deed or lease as "Restricted Common Areas". The term "Restricted Common Areas" shall also include any personal property acquired or leased by the Association if said property is designated a "Restricted Common Area". All Restricted Common Areas are to be devoted to and intended for the common use and enjoyment of

designated Owners, their Tenants and guests, with all use of Restricted Common Areas to be subject to the fee schedules and operating rules adopted by the Association. Any lands or personal property which are leased by the Association for use as Restricted Common Areas shall lose their character as Restricted Common Areas upon the expiration of such leases.

(y) "Tenant" shall mean and refer to the lessee under a written agreement for the rent and hire of a Family Dwelling Unit, Apartment Unit or Public or Commercial Unit in Forest Lakes.

(z) "Unsubdivided Land" shall mean and refer to all land in the Existing Property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any Supplementary Declaration under the provisions of Article II hereof, which has not been subdivided into and classified as Residential Lots, Multiple-Family Tracts, Apartment Tracts, Public or Commercial Sites, or Development Unit Parcels, through metes and bounds subdivision plats recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia; provided, however, that "Unsubdivided Land" shall not include any property which also qualifies as "Exempt Property" in paragraph (i) of this Article I. Unsubdivided Land, or portions thereof, shall remain classified as such until subdivided and classifiable as a Residential Lot or Lots, Multiple-Family Tract, Apartment Tract, Public or Commercial Site, or Development Unit Parcel pursuant to Section 3 of Article V.

ARTICLE II EXISTING PROPERTY AND ADDITIONS

Section 1. Existing Property. The real property which is subject to these Covenants is described as follows:

All that tract or parcel of land, situated, lying and being in Albemarle County, Virginia, which is more particularly described in Exhibit "A" attached hereto and by specific reference made a part hereof.

All of the real property hereinabove described shall sometimes be referred to herein as the "Existing Property". The Company plans to develop the Existing Property in accordance with a Master Plan placed on display in its Reception and Sales Office and other areas. The Company and Developer reserve the right to review and modify the Master Plan and this statement shall not bind the Company, its successors and assigns, or Developer, its successors and assigns to adhere to the Master Plan in the development of the

land shown hereon. Subject to its right to modify the Master Plan as stated herein, the Company shall convey to the Association certain properties, as in the reasonable exercise of its discretion it so chooses, without regard to the relative location of such portions or sections within the overall plan. Once conveyed to the Association, these properties shall become Common Areas or Restricted Common Areas, as the case may be. The Company shall not be required to follow any predetermined sequence or order of improvements and development and it may bring within the plan of this Declaration additional lands, and develop the same before completing the development of the Existing Property, subject to any necessary local governmental approvals. The Company shall have full power to add to, subtract from, or make changes in the Master Plan regardless of the fact that such actions may affect the relative maximum potential voting strength of the various types of membership of the Association, subject to any necessary local governmental approvals.

Section 2. Additions to Existing Property. Additional lands may become subject to, but not limited to, this Declaration in the following manner:

(a) Additions. The Company, its successors and assigns, or Frank A. Kessler shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration additional property. Such property may be subject to this Declaration as one parcel or as several smaller parcels at different times. The additions of such property authorized under this paragraph may increase the cumulative maximum number of Residential Lots, Multi-Family Tracts, Development Unit Parcels, Apartment Tracts, Public or Commercial Sites, Public or Commercial Units or Family Dwelling Units authorized in the Properties and, therefore, may alter the relative maximum potential voting strength of the various types of membership of the Association.

The addition authorized under this subsection shall be made by recording a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the Covenants and Restrictions of this Declaration to such additional property. The Supplementary Declaration may contain such complementary additions and/or modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Company, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration, but such modifications shall have no effect upon the Property described in Section 1, Article II above, or upon any other additions to the Properties.

(b) Mergers. Upon merger or consolidation of the Association with another association, as provided for in the By-Laws of the Association, its property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Existing Property, together with the Covenants and Restrictions established upon any other properties, as one plan. No merger or consolidation shall effect any revocation, within the Existing Property, including, without limitation, the maximum limits on Assessments and dues of the Association, or any other matter substantially affecting the interests of Members of the Association.

(c) Additional lands which become subject to this Declaration under the provisions of this Section II may in the future be referred to as a part of Forest Lakes. Also, the name Forest Lakes may be used by the Company to refer to other nearby properties not subject to this Declaration.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The Company shall be a Member of the Association, and a creditor who acquired title to the Properties or any portion thereof pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure shall be a Member of the Association. Every Owner and Tenant, unless otherwise specified, shall be a Member of the Association. Every Owner shall be required to submit the names(s) of his Tenant(s) and the duration of their tenancy to the Secretary of the Association. The Association may issue to each Member a membership card which shall expire upon termination of a Tenant's Lease or upon sale by an Owner of his property in Forest Lakes. Tenants of Public or Commercial Units and Owners who are exempt from the payment of Assessments shall not be Members of the Association unless otherwise specified herein.

Section 2. Voting Rights. The Association shall have four (4) types of regular voting membership and one (1) type of special voting membership which provides the Company, its successors and assigns, with the power to elect a portion of the Board of Directors:

TYPE "A": Type "A" Members shall be all Owners, including the Company, its successors and assigns, of Residential Lots and Family Dwelling Units. A Type "A" Member shall be entitled

to two (2) votes for each Residential Lot or each Family Dwelling Unit which he owns.

TYPE "B": Type "B" Members shall be all those Owners, including the Company, its successors and assigns, of platted Public or Commercial Sites and Multiple-Family Tracts. A Type "B" Member shall be entitled to one (1) vote for each One Hundred (\$100.00) Dollars in Annual Assessments paid to the Association. In computing the number of votes to which a Type "B" Member shall be entitled, the amount of the Assessment paid shall be rounded to the nearest One Hundred (\$100.00) Dollars.

TYPE "C": Type "C" Members shall be all those Owners, including the Company, its successors and assigns, of Apartment Tracts and Public or Commercial Units. A Type "C" Member shall be entitled to one (1) Vote for each One Hundred (\$100.00) Dollars in Annual Assessments paid to the Association. In computing the number of votes to which a Type "C" Member shall be entitled, the amount of the Assessment paid shall be rounded to the nearest One Hundred (\$100.00) Dollars.

TYPE "D": Type "D" Members shall include all those Owners, including the Company, its successors and assigns, of Unsubdivided Lands and platted Development Unit Parcels held and intended for future development by the Company or a third party. A Type "D" Member shall be entitled to one (1) vote for each One Hundred (\$100.00) Dollars of Annual Assessments paid to the Association. In computing the number of votes to which a Type "D" member shall be entitled, the amount of the Assessment paid shall be rounded to the nearest One Hundred (\$100.00) Dollars.

TYPE "E": The Type "E" Member shall be the Company, its successors and assigns. The Type "E" Member shall be entitled to elect a portion of the Board of Directors as set out in Section 4 of this Article III, but will have no votes on other matters.

Payment of Special Assessments shall not entitle Members to additional votes.

When any property entitling the Owner to membership as a Type "A", "B", "C" and "D" Member of the Association is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed

with the Secretary of the Association, their acts with respect to voting shall have the following effect:

- (1) If only one (1) votes, in person or by proxy, his act shall bind all;
- (2) If more than one (1) votes, in person or by proxy, the act of the majority so voting shall bind all;
- (3) If more than one (1) votes, in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled to its proportionate share of the vote or votes;
- (4) If the instrument or order filed with the Secretary of the Association shows that any such tenancy is held in unequal interest, a majority or even split under subparagraphs (2) and (3) immediately above shall be a majority or even split in interest in the property to which the vote(s) is attributable;
- (5) The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections, and for the purpose of ascertaining the presence of a quorum.

Section 3. Governance. The Association shall be governed by a Board of Directors consisting of seven (7) Members. The number and term of such Directors is to be determined in accordance with the provisions of the Articles of Incorporation of the Association. Except as may be otherwise provided in the Articles of Incorporation, there shall be two (2) classes of Directors: Class I Directors shall be elected by the Type "A", "B", "C" and "D" Members, and Class II Directors shall be elected by the Type "E" Members.

Section 4. Election of the Board of Directors.

(a) Each member of Type "A", "B", "C" and "D" Membership classes shall be entitled to as many votes as equals the total number of votes he is entitled to based on his Ownership of or Tenancy in one (1) or more of the various classifications of property as computed by the formula set out hereinabove in Section 2 hereof. Each Member may cast the total number of votes to which he is entitled for each vacancy to be filled by a Class I Director. Cumulative voting shall not be allowed. Members, except the Type "E" Membership, are divided into

classes for the purpose of computing voting rights and shall not vote as a class.

(b) The Type "A", "B", "C", and "D" Members shall elect the Class I Director(s), and the Type "E" Member shall elect the Class II Director(s) according to the following formula:

- (1) The number of Class I Directors shall be determined by (A) dividing (i) the number of Residential Lots and Family Dwelling Units owned by Type "A" Members by (ii) the maximum number of Residential Lots and Family Dwelling Units authorized by the Zoning Ordinance of the County of Albemarle as of June 1, 1988 for the Properties as defined in Article I paragraph (t) and (B) then multiplying the resulting quotient by the total number of Directors, and (C) rounding the result to the nearest whole number, e.g., $1.49 = 1$, and $1.50 = 2$.
- (2) The number of Class II Directors shall be determined by subtracting the number of Class I Directors from the total number of Directors. The Class II Directors shall be elected by the Type "E" Member.
- (3) For the purposes of this formula, the number of Residential Lots and Family Dwelling Units owned by Type "A" Members and the maximum number of Residential Lots and Family Dwelling Units authorized in the Properties shall be determined by the Board of Directors as of the date on which notice of the meeting of the Members at which the Board of Directors is to be elected is mailed.

Section 5. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association shall be as follows:

(a) The first time a meeting of the Members of the Association is called to vote on (i) an increase in the Maximum Regular Annual Assessment greater than that provided for by subparagraph (c) of Section 3 of Article V hereof, (ii) a Special Assessment as provided for by Section 4 of Article V hereof, (iii) the gift or sale of any parcel of land and improvements thereon designated as a Common Area or Restricted Common Area as provided for by subparagraph (f) of Section 4 of Article IV hereof, (iv) an Amendment to this Declaration as

provided for by Section 2 of Article VIII hereof, or (v) the termination of this Declaration as provided in Section 1 of Article VIII hereof, the presence at the meeting of Members or proxies entitled to cast thirty percent (30%) of the total vote of the Membership required for such action shall constitute a quorum.

(b) The first time a meeting of the Members of the Association is called to vote on any action proposed to be taken by the Association, other than that described in subparagraph (a) above, the presence at the meeting of Members or proxies entitled to cast fifteen percent (15%) of the total vote of the Membership required for such action shall constitute a quorum.

If the required quorum is not present at any meeting described in subparagraphs (a) or (b) above, with the exception of any meeting called to vote on the termination of this Declaration described in subparagraph (a(v)) above, another meeting or meetings may be called subject to the giving of proper notice and the required quorum at such subsequent meeting or meetings shall be one-half (1/2) of the required quorum at the preceding meeting.

Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article III, Section 5, and any other requirements for such "duly called meeting" which may be established by the Bylaws of the Association. For the purpose of this section, "proper notice" shall be deemed to be given when given each Member not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

Section 6. Proxies. All Members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing.

Section 7. Ballots by Mail. When desired by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association, a statement of certain motions to be introduced for vote of the Members and a ballot on which each Member may vote for or against each such motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out in Section 5 of this Article III; provided, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members Easements of Enjoyment in Common Areas. Subject to the provisions of these Covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every Member, and every guest of such Member, shall have a right of easement of enjoyment in and to the Common Areas, except that Tenants in Apartment Units, Owners and Tenants in Condominiums, Owners of Public or Commercial Sites or Units may have restricted or limited rights as set forth herein or in later declarations, and such easement shall be appurtenant to and shall pass with the title of every Residential Lot, Family Dwelling Unit, Multiple-Family Tract, Public or Commercial Site, Public or Commercial Unit, Apartment Tract, Development Unit Parcel, or any Unsubdivided Land.

Employees of the Type "E" Member and its agent, the Developer, shall have access to and enjoyment of the Common Areas subject to rules and regulations and user fees established by the Board of Directors.

A Member's spouse, parents, and children who reside with such Member in Forest Lakes shall have the same easement of enjoyment hereunder as a Member.

In those instances where a Residential Lot or Family Dwelling Unit or other property in Forest Lakes is owned and/or occupied as a Tenant by two (2) or more persons (who do not have the relationship of spouse, parent, or child, one to the other) or by a corporation, such joint Owners and corporations shall annually appoint one (1) person as the "Primary Member." Such Primary Member shall have the same easement of enjoyment in the Common Areas as Members who own or occupy such property singularly. The remaining Joint Members and Tenants and the principal officers of such corporation shall be entitled to an easement of enjoyment in the Common Areas by:

- (1) Paying the same use fees as guests of Members, or
- (2) By paying to the Association annually an amount equal to the Annual Assessment charged against the property in which he or she owns a fractional interest or occupies as a Tenant. The payment of such amount shall not entitle such remaining Joint Members, Tenants or principal officers any additional votes in the Association.

As determined in the sole and uncontrolled discretion of the Board of Directors of the Association, certain Owners and Tenants of Exempt Properties, and guests of the Association, may have access to and enjoyment of the Common Areas subject to rules and regulations and user fees established by the Board of Directors.

Section 2. Members' Easements of Enjoyment in Restricted Common Areas. Subject to the provisions of these covenants, and supplemental covenants, the rules and regulations of the Association, and any fees or charges established by the Association, a designated Member shall have a right and easement of enjoyment in and to the Restricted Common Areas and such easement shall be appurtenant to and shall pass with the title of the real estate. By an affirmative vote of seventy-five percent (75%) of the votes cast by owners having the use of the Restricted Common Area at a meeting of the Association called for the purpose of voting on such proposal, a "Restricted Common Area" may be changed into an unrestricted "Common Area." Employees of the Company and its agent, the Developer, shall have access to and enjoyment of the Restricted Common Areas, subject to rules regulations, and user fees established by the Board of Directors.

Section 3. Title to Common Areas and Restricted Common Areas.

(a) The Company covenants for itself, its successors and assigns, that it shall convey Common Areas and Restricted Common Areas by deed to the Association, at no cost to the Association, and subject to (i) all restrictions and limitations imposed by the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Forest Lakes, including, without limitation, all rights of easement and rights of entry reserved unto the Company, its successors and assigns, in said Declaration, (ii) all other restrictions and limitations of record at the time of conveyance, (iii) any restrictions, limitations, conditions, or determinations as to the purposes and uses of the conveyed properties as stipulated in said deed, (iv) deeds of trust of record (but the Company shall covenant to hold the Association and the property harmless from the lien secured by the deed of trust), and (v) any commitments by the Company to construct certain improvements thereon as stipulated in said deed; and, upon such conveyance, such parcels of land and any improvements thereon shall become Common Areas or Restricted Common Areas as designated in said deed.

(b) The Association shall not refuse the conveyance to it of any Common Area or Restricted Common Area and shall not

refuse the designation of any parcel of land or any improvements thereon as an Intended Common Area or Intended Restricted Common Area through the express, written notification by the Company to the Association of intent to convey said property to the Association, and, further, the Association shall not refuse to accept any Intended Common Area or Intended Restricted Common Area as a Common Area or Restricted Common Area at such time as the Company, in its sole and uncontrolled discretion, deems it advisable to convey such property to the Association.

(c) Upon conveyance of any parcel or land and any improvements thereon as a Common Area or Restricted Common Area by the Company or any other third party, the Association shall immediately become responsible for all maintenance and operation of said property, and for such additional construction of improvements thereon as may be authorized by the Association's Board of Directors subject to the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Forest Lakes. It is the purpose of this provision to provide that the Association shall be responsible for all maintenance and operation of all Common Areas and Restricted Common Areas.

(d) Notwithstanding anything in the foregoing to the contrary, the Company reserves unto itself, its successors and assigns, and its agents, the right to enter upon any Intended Common Area, Intended Restricted Common Area, Common Area, or Restricted Common Area for the purpose of constructing or maintaining indoor and outdoor recreational and community facilities thereon. The provisions of this paragraph shall in no way create any obligation on the part of the Company to construct or maintain any such facilities on said properties. The Company further reserves for itself, its assignees and successors the right to reserve and to grant to third parties such easements as it may deem necessary over Common Areas and Restricted Common Areas.

(e) Natural areas, trail areas, etc. may be designated from time to time as Intended Common Areas or Intended Restricted Common Areas, and shall be conveyed in large or small parcels from time to time after the Company has completed the surveying and platting. Written notification designating such properties as Intended Common Areas or Intended Restricted Common Areas will not normally show metes and bounds and, in any event, the metes and bounds as shown on the recorded plat and deed to the Association shall govern.

(f) Notwithstanding anything in the foregoing to the contrary, the Company shall not be required to convey the above referred to parcels where such conveyance would be prohibited

under agreements existing on the date hereof, but, in such case, shall be allowed to postpone such conveyance, without penalty, until such time as said prohibition may be nullified.

Section 4. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association in accordance with its By-laws, to borrow money from the Company or any lender for the purpose of improving and/or maintaining the Common Areas and Restricted Common Areas, and providing services authorized herein and in aid thereof to mortgage said properties provided, however, that any such mortgage is with the prior consent of two-thirds of the Members of the Association, which consent may be evidenced by petition or by an affirmative vote of two-thirds of the Members voting in person or by proxy at a duly called meeting of the Association;

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosures;

(c) The right of the Association to suspend the rights and easements of enjoyment of any Member or Tenant or guest of any Member for any period during which the payment of any Assessment against property owned by such Member remains delinquent, and for any period not to exceed sixty (60) days for each infraction of its published rules and regulations, it being understood that any suspension for either nonpayment of any Assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the Assessment, and, provided that the Association shall not suspend the right to use any roads belonging to the Association subject to the rules, regulations and fees, if any, established by the Association for such use.

(d) The right of the Association to charge reasonable admission and other fees and dues for the use of recreational facilities and services on the Common Areas and Restricted Common Areas.

(e) The right of the Company or the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility or drainage easements on any part of the Common Areas and Restricted Common Areas.

(f) The right of the Association to give or sell all or any part of the Common Areas and Restricted Common Areas, including lease-hold interests, subject to (i) the limitations and restrictions, imposed by the Declaration of Rights,

Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Forest Lakes and (ii) all other restrictions and limitations of record at the time of conveyance, to any public agency, authority, public service district, utility, or private concern for such purposes and subject to such conditions as may be agreed to by the Members; provided, however, that no such gift or sale of any parcel of land and improvements thereon, or determination as to the purposes or as to the conditions thereof, shall be effective unless such dedication, transfers, and determinations as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established by Article III, Section 5, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting and as to Restricted Common Areas the affirmative vote of three-fourths (3/4) of the owners having the use of the Restricted Common Areas. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer of any parcel of land and improvements thereon affecting the Common Areas or Restricted Common Areas prior to the recording thereto. Such certificates shall be conclusive evidence of authorization by the membership. The gift or sale of any personal property owned by the Association shall be determined by the Board of Directors in its sole and uncontrolled discretion.

ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Company covenants, and each Owner of any Residential Lot, Family Dwelling Unit, Multiple-Family Tract, Public or Commercial Site, Public or Commercial Unit, Development Unit Parcel, Unsubdivided Land or Apartment Tract located within the Properties, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (a) Annual Assessments or charges; and (b) Special Assessments or charges for the purposes set forth in this Article, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection thereof including a reasonable attorney's fee as

hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof including a reasonable attorney's fee as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such real property at the time when the Assessment first became due and payable. In the case of co-ownership of a Residential Lot, Family Dwelling Unit, Multiple-Family Tract, Apartment Tract, Public or Commercial Site, Public or Commercial Unit, Development Unit Parcel or any Unsubdivided Land, all of such co-owners shall be jointly and severally liable for the entire amount of the Assessment.

Section 2. Purpose of Assessments. The Annual Assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, and operation of the Common Areas, Restricted Common Areas, Intended Common Areas, and Intended Restricted Common Areas, and to provide services which the Association is authorized to provide.

Section 3. Application of "Maximum" Assessment. The Maximum Regular Annual Assessment, as set forth in the schedule hereinbelow, and as is automatically increased annually pursuant to the provisions of subparagraph (o) below, shall be levied by the Association. If, however, the Board of Directors of the Association, by majority vote, determines that the important and essential functions of the Association may be properly funded by an Assessment less than the Maximum Regular Annual Assessment, it may levy such lesser Assessment; provided, however, so long as the Company is engaged in the development of properties which are subject to the terms of this Declaration, the Association may not reduce Assessments below those set out in Section 3(a) immediately below without the written consent of the Company. The levy of an Assessment less than the Maximum Regular Annual Assessment in one (1) year shall not affect the Board's right to levy an Annual Assessment equal to the Maximum Regular Annual Assessment in subsequent years.

If the Board of Directors shall levy less than the Maximum Regular Annual Assessment for any Assessment year and thereafter, during such Assessment year, determine that the important and essential functions of the Association cannot be funded by such lesser Assessment, the Board may, by majority vote, levy a Supplemental Assessment. In no event shall the sum of the initial and Supplemental Assessments for that year exceed the applicable Maximum Regular Annual Assessment.

If the Board of Directors, by majority vote, determines that the important and essential functions of the Association will not be properly funded in any one (1) year, or in any one (1) year and all subsequent years, it may request approval of a specified increase in the Maximum Regular Annual Assessment for either one (1) year only, or for that one (1) year and all subsequent years, by a favorable vote of seventy-five percent (75%) of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established by Article III, Section 5. Should the Members vote in favor of such proposed increase, it shall be deemed approved and may be levied by the Board. An increase in the Maximum Regular Annual Assessment for one (1) year only pursuant to the provisions hereof shall in no way affect the Maximum Regular Annual Assessment for subsequent years or increases thereof in subsequent years.

(a) The Maximum Regular Annual Assessment as of the date of these covenants and restrictions shall be the sums calculated in accordance with the following Assessment Schedule, as shall be automatically increased in each instance by an inflation adjuster as set forth in Section (3)(o) of this Article, and as may be increased pursuant to the provisions set forth immediately above:

<u>Property Type</u>	<u>Maximum Regular Annual Assessment</u>
Residential Lot	\$75.00 per lot
Family Dwelling Unit	\$150.00 per Unit
Public or Commercial Unit	\$0.10 per square foot of floor space, but in no event less than \$200.00 for each unit
Public or Commercial Site	\$200.00 per acre; prorated for part of an acre, but in no event less than \$200.00 for each Site
Multiple-Family Tract	\$200.00 per acre; prorated for part of an acre, but in no event less than \$200.00 for each Tract
Apartment Tract	\$200.00 per acre; prorated for part of an acre, but in no event less than \$200.00 for each Tract

Development Unit Parcel	\$10.00 per acre or any portion of an acre
Unsubdivided Land	\$10.00 per acre or any portion of an acre

(b) Property shall not be classified for purposes of the Annual Assessments as a Residential Lot until the first day of the quarter of the year following after all of the following have occurred:

- (1) Recording of a plat in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, showing such Residential Lot;
- (2) The Residential Lot has been placed on an "Inventory List" as stated in Article I paragraph (w)(2) of these covenants.
- (3) In those cases where the Lot is owned by any third party other than the Company, the Company's Affiliates, the Developer, or the Developer's Affiliates, the Residential Lot is sufficiently developed to be subject to Assessment, in the sole and uncontrolled discretion of the Board of Directors of the Association, as a Residential Lot.

(c) "Inventory List" as used in these Covenants shall mean and refer to a listing of those Residential Lots owned by the Company, the Company's Affiliates, the Developer, or Developer's Affiliates which are available for sale to purchasers, and which listing is submitted to the Association. The Company reserves for itself, its Affiliates, the Developer, and the Developer's Affiliates the right to make additions and deletions from this listing one (1) day prior to the commencement of each quarter.

(d) Property shall not be classified for the purposes of these Covenants and these Annual Assessments as a Multiple-Family Tract until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property for Multiple-Family use is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia; provided, however, that any property within said parcel of land which also qualifies as an Exempt Property as defined in Section 13 of this Article V shall not be deemed part of said Multiple-Family Tract for the purposes of calculating Assessments or votes. A Multiple-Family Tract, or portions of said Multiple-Family Tract, shall be deemed to be unimproved until the improvements being constructed thereon are

sufficiently complete to be subject to Assessment, in the sole and uncontrolled discretion of the Board of Directors, as improved properties.

In those cases where the improvements intended on a Multiple-Family Tract include more than one building or structure containing Attached Residential Units or Apartment Units, each building or structure shall be deemed to be unimproved until the building or structure is sufficiently complete to be subject to Assessment, in the sole and uncontrolled discretion of the Board of Directors of the Association, as improved properties, at which time each and every Attached Residential Unit or Apartment Unit within said building or structure shall be deemed a Family Dwelling Unit or Apartment Unit, respectively, for the purpose of Assessment; and, in addition, the remaining number of acres to be assessed as a Multiple-Family Tract shall be calculated by subtracting (i) the number of acres within the Tract upon which the attached Residential Units or Apartment Units have actually been developed from (ii) the total number of acres in the original Multiple-Family Tract.

At such time as all Buildings intended for development on a Multiple-Family Tract have been classified as Family Dwelling Units or Apartment Units, and the Owner of said Multiple-Family Tract is able to warrant to the satisfaction of the Board of Directors that (i) no further development of buildings shall take place upon said Tract, and (ii) any remaining unimproved acres within said Tract shall not be sold to any other third party for further development, such Owner may apply to the Board of Directors for the release of any remaining unimproved acres within said Tract from the classification of a Multiple-Family Tract, and the Board of Directors of the Association may, in its sole and uncontrolled discretion, grant such release.

(e) Property shall not be classified for the purposes of these Covenants and Annual Assessments as a Public or Commercial Site until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property as a Public or Commercial Site is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia; provided, however, that any property within said parcel of land which also qualifies as an Exempt Property as defined in Section 13 of this Article V shall not be deemed part of said Public or Commercial Site for the purposes of calculating Assessments or votes. A Public or Commercial Site, or portions of said Site, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to Assessment, in the

sole and uncontrolled discretion of the Board of Directors of the Association, as improved properties.

In those cases where the improvements intended on a Public or Commercial Site include more than one building, structure or phase or group of improved units, each building, structure, or phase or group of units shall be deemed to be unimproved until the building, structure, or phase or group of units is sufficiently complete to be subject to Assessment, in the sole and uncontrolled discretion of the Board of Directors of the Association, as improved properties, at which time each improved unit within said building, structure, or phase or group of units shall be deemed a Public or Commercial Unit for the purpose of Assessments; and, in addition, the remaining number of acres to be assessed as a Public or Commercial Site shall be calculated by subtracting (i) the number of acres within the Site upon which Public or Commercial Units have actually been developed from (ii) the total number of acres in the original Public or Commercial Site.

At such time as all public or commercial buildings and facilities intended for development on a Public or Commercial Site have been classified as Public or Commercial Units, and the Owner of said Public or Commercial Site is able to warrant to the satisfaction of the Board of Directors of the Association that (i) no further development of Public or Commercial Units shall take place on said Site, and (ii) any remaining unimproved acres within said Site shall not be sold to any other third party for further development of Public or Commercial Units, then said Owner may apply to the Board of Directors for the release of any remaining acres in said Site from the classification of a Public or Commercial Site, and the Board of Directors may, in its sole and uncontrolled discretion, grant such release.

(f) Property shall not be classified for purposes of these Covenants and these Annual Assessments as a Family Dwelling Unit or Apartment Tract until (i) the improvements being constructed on a Multiple-Family Tract are sufficiently complete to be subject to Assessment, in the sole and uncontrolled discretion of the Board of Directors of the Association, as improved properties as defined in subparagraph (d) hereinabove.

(g) Property shall not be classified for purposes of these Covenants and these Annual Assessments as a Public or Commercial Unit until the improvements being constructed on a Public or Commercial Site are sufficiently complete to be subject to Assessment, in the sole and uncontrolled discretion of the Board of Directors of the Association, as improved properties as defined in subparagraph (e) hereinabove.

(h) Property shall not be classified for purposes of these Covenants and these Annual Assessments as a Development Unit Parcel until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property as a Development Unit Parcel is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia; provided, however, that any property within said parcel of land which also qualifies as an Exempt Property as defined in Section 13 of this Article V shall not be deemed part of said Development Unit Parcel for the purpose of calculating Assessments or votes. As such time as a Development Unit Parcel, or a portion of said Development Unit Parcel, is further subdivided and classifiable as a Residential Lot or Lots, Multiple-Family Tract, Apartment Tract, or Public or Commercial Site, said property or such portion of said property shall then be classified as a Residential Lot or Lots, Multiple-Family Tract, Apartment Tract, or Public or Commercial Site; and, in addition, the remaining number of acres to be assessed as a Development Unit Parcel shall be calculated by subtracting (i) the number of acres within the property which have been classified as a Residential Lot or Lots, Multiple-Family Tract, Apartment Tract, or Public or Commercial Site from (ii) the total number of acres within the original Development Unit Parcel.

(i) For purposes of these Covenants and these Annual Assessments, all properties which have not been subdivided into and classified as Residential Lots, Multiple-Family Tracts, Apartment Tracts, Public or Commercial Sites, or Development Unit Parcels shall be classified as Unsubdivided Land; provided, however, that Unsubdivided Land shall not include any property which also qualifies as Exempt Property as defined in Section 13 of this Article V.

(j) Assessments shall be billed annually, quarterly, monthly, or on such other basis as may be determined by the Board of Directors. The billing schedule shall be the same for all properties of a specified category, however, the Board of Directors, in its sole discretion, may establish different schedules for the billing of Assessments due from different categories of property. All Assessment bills shall be due and payable ninety (90), thirty (30) or fifteen (15) days from the date of mailing of same as determined by the Board of Directors; provided however, that if the Board of Directors elects to utilize a Billing Agent, the Billing Agent shall set the date on which Assessment bills shall be due and payable.

(k) The Board of Directors may authorize a Billing Agent to collect the Assessments provided for herein.

(l) The Owner of any assessable property which changes from one category to another during an Assessment year shall be billed an additional amount for the remaining full quarters of such year to reflect the category change.

(m) The Board of Directors shall determine the square footage of floor space to be assessed by the Association for each Public or Commercial Unit and Apartment Tract. In certain extraordinary circumstances, as in the case of an indoor tennis facility, skating rink, swimming pool, gymnasium, or certain storage areas where an unusually large number of square feet of floor space is required within such facility, the Board of Directors may, in its sole and uncontrolled discretion, exempt from Assessment a portion of the square footage of floor space of such facility.

(n) Changes during an Assessment year in square footage of floor space to be assessed by the Association for a Public or Commercial Unit or Apartment Tract shall be reflected in the billing for the remaining full quarters of the Assessment year.

(o) From and after January 1, 1990 the Maximum Regular Annual Assessment shall be automatically increased each year by an amount of ten percent (10%) per year over the previous year, or the percentage increase between the first and last months of the thirteen (13) month period terminating at the end of the third (3rd) quarter of the previous Assessment year in the Consumer Price Index, U.S. City Average, All Items (1982-84/100) (hereinafter "C.P.I.") issued by the U.S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas", whichever of these two percentage figures is larger. If the C.P.I. is discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

(p) Any increase in the Maximum Regular Annual Assessment shall be made in such a manner that the proportionate increase in such Assessment is the same for Owners of Residential Lots, Family Dwelling Units, Multiple-Family Tracts, Public or Commercial Sites, Public or Commercial Units, Apartment Tracts, Development Unit Parcels, or Unsubdivided Land. Any time the actual Assessment levied by the Board of Directors of the Association is less than the Maximum Regular Annual Assessment, such decrease shall be proportionate among the Owners of Residential Lots, Family Dwelling Units, Apartment Tracts, Multiple-Family Tracts, Public or Commercial Sites, Public or Commercial Units, Development Unit Parcels, and Unsubdivided Land.

Section 4. Special Assessments for Improvements and Additions. In addition to the Maximum Regular Annual Assessments authorized by Section 3 hereof, the Association may levy Special Assessments for the following purposes:

(a) Construction, reconstruction, repair, or replacement of capital improvements upon the Common Areas, Restricted Common Areas, Intended Common Areas, or Intended Restricted Common Areas, including the necessary fixtures and personal property related thereto;

(b) For additions to the Common Areas or Restricted Common Areas;

(c) To provide for the necessary facilities and equipment to offer the service authorized herein; and

(d) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein.

Such Special Assessment, before being charged, must have received the approval of the Members of the Association by the favorable vote of fifty-one percent (51%) of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established by Article III, Section 5. The notice of such meeting shall include one (1) statement from those Directors favoring the Special Assessment, and one (1) statement from those Directors opposing the Special Assessment, containing the reasons for those Directors' support and opposition for the Assessment. Neither statement shall exceed five (5) pages in length.

This provision shall be interpreted to mean that the Association may make in any one (1) year an Annual Assessment up to the maximum set forth in Section 3 of this Article V, plus an additional Special Assessment. Such Special Assessment in any one (1) year may not exceed a sum equal to the amount of the Maximum Regular Assessment for such year except for emergency or repairs required as a result of storm, fire, natural disaster, or other casualty loss. The fact that the Association has made an Annual Assessment for an amount up to the Maximum Regular Annual Assessment shall not affect its right to make a Special Assessment during the year.

The proportions of each Special Assessment to be paid by the Owners of the various classifications of assessable property shall be equal to the proportion of the Annual Assessments levied for the Assessment year during which such Special Assessments are approved by the Members.

Section 5. Assessments for Restricted Common Areas.

In addition to the Maximum Regular Annual Assessments and Special Assessments under Section 4 above, the Association may levy Assessments and Special Assessments to Owners having the enjoyment of Restricted Common Areas, which assessment will be used for the Restricted Common Area for the same purposes as the Regular Assessments and Special Assessments are used for the Common Areas.

Section 6. Reserve Funds. The Association shall establish reserve funds from its Annual Assessments to be held in reserve in an interest drawing account or investments as a reserve for:

- (a) Major rehabilitation or major repairs;
- (b) Emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss; and
- (c) Initial costs of any new service to be performed by the Association.

Section 7. Special Assessments for Neighborhood Areas.

On petition of seventy-five percent (75%) of all Owners within a particular Neighborhood Area, or continuous Neighborhood Areas, as such may be designated on a recorded subdivision plat, the Board of Directors of the Association may levy a Special Assessment applicable only to each Owner within the immediate Neighborhood Area or Areas, to undertake special neighborhood improvements, neighborhood rehabilitation or construction, special neighborhood security and neighborhood maintenance. If such Special Assessment be proposed by the Board of Directors of the Association rather than by petition as provided for here in above then such proposal shall be submitted to a referendum of all Owners within the particular Neighborhood Area or Areas, and such Special Assessment shall be levied upon each such Owner only upon a favorable response to said Referendum, as shall be indicated by not less than seventy five percent (75%) of the votes entitled to be cast voting in favor of such Special Assessment.

In the event of election by the Members of a Neighborhood Area to be assessed by the Association for special improvements, construction, security, or maintenance, the Association shall be authorized to borrow money to fund such special improvements, construction, security, or maintenance, and to repay any such loan with the receipts from the Special Assessment authorized therefore.

Section 8. Changes in Maximum Amounts of Annual Assessments Upon Merger or Consolidation. The limitations of Section 3 hereof shall apply to any merger or consolidation in which the Association is authorized to participate under Article II, Section 2 hereof, and under the By-Laws of the Association.

Section 9. Date of Commencement of Annual Assessments, Due Date. Notwithstanding anything in the foregoing to the contrary, the Annual Assessments provided for herein shall commence no earlier than January 1, 1989.

Section 10. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Residential Lot, Family Dwelling Unit, Multiple-Family Tract, Apartment Tract, Public or Commercial Site, Public or Commercial Unit, Development Unit Parcel, or Unsubdivided Land, within the Assessment Schedule as provided hereinabove, and shall at that time, direct the preparation of an index of the Properties and Annual Assessments applicable thereto, and any Assessments for Restricted Common Areas, Neighborhood Area Assessment and any Special Assessments applicable thereto, which shall be kept in the office of the Association and which shall be open to inspection by any Member. Written notice of Assessments shall thereupon be sent to every Member subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said Assessments a certificate in writing signed by an Officer of the Association, setting forth whether said Assessments have been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any Assessment therein stated to have been paid. If the Board of Directors authorizes a Billing Agent to collect Assessments, the Certificate of the said Billing Agent shall be conclusive evidence against all but the Owner of payment of any Assessment therein stated to have been paid.

Section 11. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If the Annual Assessment or any Special Assessment or an Assessment or Special Assessment for Restricted Common Areas or Neighborhood Assessment is not paid on or before the past-due date specified in Section 3 (j) hereof, then such Assessment shall become delinquent and shall (together with interest thereon at the maximum annual rate permitted by law accrued from the due date and cost of collection thereof including a reasonable attorney's fee as hereinafter provided) become a charge and continuing lien on the land and all improvements thereof, against which each such

Assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns.

If the Assessment is not paid within thirty (30) days after the past due date, the Association may bring an action at law against the Owner personally and there shall be added to the amount to such Assessment, the costs of preparing the filing of the complaint in such action and a reasonable attorney's fee, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and a reasonable attorney's fee together with the costs of the action.

If the Board of Directors of the Association elects to utilize a Billing Agent to collect Assessments, interest which shall accrue on past-due sums will be the maximum interest rate which such agent may lawfully charge.

Section 12. Subordination of the Lien. The continuing lien of the Assessments provided for herein shall be subordinate to the lien of any first or second deed of trust now or hereafter placed upon any properties subject to Assessment, and, in addition, shall be subordinate to the lien of the Cost of Corrective Action provided for in the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Forest Lakes now or hereafter placed upon any properties subject to Assessment. In the event a creditor acquires title to any property subject to Assessment pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, said creditor shall be subject to Assessments accruing after such acquisition.

Section 13. Exemptions. The following property, individuals, partnerships, or corporations subject to this Declaration shall be exempted from the Assessment, charge, and lien created herein:

(a) All lands designated on the Master Plan for intended use, or by actual use if applicable, for indoor and outdoor recreational and community facilities owned and operated by the Company, the Company's Affiliates, the Developer, the Developer's Affiliates, the Association, and any other Home Owners Association organized by the Company or by others with the consent of the Company if such Home Owners Association operates such facilities within the Properties for the private use of its members or the Members of the Association; places of worship; libraries; fire stations and rescue squads; post offices, day care centers, nursery schools, and other schools and instructional centers; non-profit or charitable community, civil, or cultural clubs and institutions; and other similar community facilities which the Board of Directors of the

Association, in its sole and uncontrolled discretion, may designate as Exempt Properties;

(b) All lands and any improvements thereon designated in any way as Common Areas or Restricted Common Areas;

(c) All lands and any improvements thereon committed to the Association through express, written notification by the Company to the Association of intent to convey to the Association, including without limitation, Intended Common Areas and Intended Restricted Common Areas;

(d) All lands designated on the Master Plan or on recorded plats as Open Space ("Open Space Areas") or Private Open Space ("Private Open Space Areas") as defined in the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Forest Lakes and any improvements thereon which are defined in Paragraph (a) of this Section 13;

(e) Property which is used for the maintenance, operation and service of facilities within Common Areas and Intended Restricted Common Areas, and facilities within Open Space Areas and Private Open Space Areas which are defined in paragraph (a) of this Section 13;

(f) Property which is used for the maintenance, operation, and service of utilities within the Properties; and

(g) The grantee in conveyances made for the purpose of granting utility easements.

Section 14. Annual Statements. The President, Treasurer, or such other Officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association; provided however, that this requirement shall be construed to apply only to creditors of more than One Thousand and no/100 (\$1,000.00) Dollars. Such Officer shall furnish to each Member of the Association who may make a request therefore in writing, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail. Any holder of a first mortgage on a lot(s) or unit(s) shall be entitled upon written request, to a financial statement for the immediately preceding fiscal year.

Section 15. Annual Budget. The Board of Directors shall prepare and make available to all Members, at least sixty (60) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.

ARTICLE VI
FUNCTIONS OF ASSOCIATION

Section 1. Ownership and Maintenance of Properties.
The Association shall be authorized to own and/or maintain Common Areas, Restricted Common Areas, Intended Common Areas, and Intended Restricted Common Areas, equipment, furnishings, and improvements devoted to, but not limited to, the following uses:

(a) For roads, roadways, roadway medians and parkways along said roads or roadway, cul-de-sac islands, and neighborhood or other area entrances or entrance easements throughout the Properties;

(b) For sidewalks, walking or jogging paths or trails, bicycle paths, pedestrian underpasses and bridle paths through the Properties;

(c) For transportation facilities throughout the Properties other than privately owned automobiles, e.g., buses, electric vehicles, etc.;

(d) For security and fire protection services including security stations, guardhouses, police equipment, fire stations and fire fighting equipment, and buildings used in maintenance functions;

(e) For emergency health care including ambulances, rescue squad facilities, emergency care medical facilities, and the equipment necessary to operate such facilities;

(f) For providing any of the services which the Association is authorized to offer under Section 2 and Section 3 of this Article VI;

(g) For purposes set out in deeds by which Common Areas and Restricted Common Areas are conveyed to the Association, provided that such purposes shall be approved by the Members of the Association as set out in Section 4 of this Article VI;

(h) For indoor and outdoor recreational and community facilities;

(i) For water and sewage facilities and any other utilities, if not adequately provided by a private utility or Albemarle County, Virginia;

(j) For picnic areas and lakes; and

(k) For gardening plots for use by Members of the Association.

Section 2. Services. The Association shall be authorized but not required, except as specified in Section 3 of this Article VI, to provide the following services:

(a) Cleaning and maintenance of all roads, roadways, roadway medians, parkways, cul-de-sac islands, neighborhood and other area entrances, lakes, parks, sidewalks, walking trails, bike trails, Common Areas, Restricted Common Areas, Intended Common Areas, Intended Restricted Common Areas, Open Space Areas, and Private Open Space areas within the Properties, and also all public properties which are located within or in a reasonable proximity to the Properties such that their deterioration would affect the appearance of the Properties as a whole;

(b) Landscaping and beautification of roads, roadways, roadway medians, parkways, cul-de-sac islands, neighborhood and other area entrances, lakes, parks, sidewalks, walking paths, bike trails, Common Areas, Restricted Common Areas, Intended Common Areas, Intended Restricted Common Areas, Open Space Areas and Private Open Space Areas;

(c) Transportation facilities other than privately owned automobiles, e.g., buses, electric vehicles, ferry boats, etc.;

(d) Lighting of roads, sidewalks, walking paths, bike trails, parking lots, and any recreational and community facilities located within the Properties;

(e) Police protection and security, including, but not limited to, the employment of police and security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Existing Property, and assistance in the apprehension and prosecution of persons who violate the laws of the State of Virginia or the County of Albemarle, within the Properties;

(f) Fire protection and prevention;

(g) Garbage and trash collection and disposal;

(h) Insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the state and local governments;

(i) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document;

(j) To take any and all actions necessary to enforce all Covenants and Restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any Covenants or Restrictions applicable to the Properties;

(k) To set up and operate an Architectural Review Board for all Common Areas or Restricted Common Areas, and, in the event that the Association is designated by the Company as the agent or the assign of the Company for such purposes, to extend the operation of the Architectural Review Board to all properties within Forest Lakes;

(l) To provide day care and child care services;

(m) To conduct instructional, recreational, sports, crafts, social and cultural programs of interest to Members, their families and guests;

(n) To provide legal and scientific resources for the improvement of air and water quality within the Properties;

(o) To provide safety equipment for storm emergencies;

(p) To support the operation of transportation services between key points of the Properties and the airports, other public transportation terminals and public centers serving the area surrounding the Properties;

(q) To construct improvements on Common Areas, Restricted Common Areas, Intended Common Areas, or Intended Restricted Common Areas for use for any of the purposes authorized in this Article, or as may be required to provide any of the services authorized in this Article;

(r) To provide administrative services, including, but not limited to, legal, accounting, and financial; and communication services, including, but not limited to, community newsletters and newspapers to inform members of activities, notices of meetings, referendums, and other issues and events of community interest;

(s) To provide liability and hazard insurance covering improvements and activities on and within the Common Areas and Restricted Common Areas;

(t) To provide water, sewage, and any necessary utility services not provided by a public body, private utility or the Company;

(u) To provide, conduct, or maintain water pollution and shoreline erosion abatement measures including, without limitation, maintenance and repair of shore revetments and groins;

(v) To construct mailboxes, signs, and other standard features for use throughout the Properties; and

(w) To provide any or all of the above listed services to another association of owners of real property under a contract, the terms of which must be approved by the Board of Directors.

Section 3. Minimum List of Functions and Services.
The "Minimum List of Functions and Services" shall establish and define the minimum level of functions and services which the Association must furnish to its Members. So long as the Company is engaged in the development of Properties which are subject to the terms of this Declaration, the Association shall not reduce the level of functions and services it furnishes to its Members below such minimum level without the prior written consent of the Company. The "Minimum List of Functions and Services" is as follows:

(a) The Association shall provide or procure the administrative services necessary to carry out the Association's obligations and business under the terms of this Declaration, the Articles of Incorporation of the Association, and the By-Laws of the Association, including, but not limited to, legal, accounting, financial, and communications services.

(b) The Association shall administer and enforce the covenants and restrictions established in this Declaration, and subsequent declarations including, but not limited to, the following:

- (1) The Association shall set Assessments, levy cash Assessments, notify the Members of such Assessments, and collect such Assessments;
- (2) The Association shall prepare accurate indexes of Members, Property Classifications, Votes, Assessments, the Cumulative Maximum Number of

Residential Lots and Family Dwelling Units
Authorized in the Properties, and the Maximum
Regular Annual Assessment;

- (3) The Association shall operate an Architectural Review Board;
- (4) The Association shall maintain and operate all Common Areas and Restricted Common Areas;
- (5) The Association shall hold Annual Meetings, and Special Meetings, as required, hold elections for the Board of Directors as required, and give Members "proper notice" as required; and
- (6) The Association shall prepare Annual Statements and Annual Budgets, and shall make the financial books of the Association available for inspection by Members at all reasonable times.

(c) Should the Company appoint the Association its agent for the administration and enforcement of any covenants and restrictions of record, the Association shall assume such responsibility and any obligations which are incident thereto.

(d) Should the Company assign to the Association any of the rights reserved unto it in any covenants and restrictions of record, the Association shall assume the responsibility of administering and shall assume any obligations which are incident thereto.

(e) The Association shall provide appropriate liability and hazard insurance coverage for improvements and activities on all Common Areas and Restricted Common Areas.

(f) The Association shall provide appropriate Directors and Officers' Legal Liability Insurance, and indemnify persons pursuant to the provisions of the Articles of Incorporation of the Association.

(g) The Association shall keep a complete record of all its acts and corporate affairs.

(h) The Association shall provide regular and thorough cleanup of all roads, roadways, roadway medians, berms, parkways, cul-de-sac islands, neighborhood and other entrances, and bike trails throughout the Properties, including, but not limited to, mowing grass on all roadsides, cul-de-sac islands, entrances, and bike trails; sweeping all roads and bike trails; landscape maintenance on all roadsides, cul-de-sac islands, entrances, and bike trails; pickup and disposal of trash on all

roads, roadsides, cul-de-sac islands, entrances, and bike trails. Such cleanup as is possible shall begin within an individual residential neighborhood as soon as construction of dwellings has commenced within said neighborhood. The Association shall further post such maintenance bonds as required by the Virginia Department of Transportation, or other governmental authority to maintain median strips, dams and storage compounds, pedestrian underpasses and other areas.

(i) The Association shall provide regular and thorough maintenance of all berms along roadways, within Common Areas and within any berm easement on any lot. Easements for berms and access easements for the maintenance of them as shown on any recorded plat shall be for the benefit of the Company, the Association and their assigns.

(j) The Association shall provide general maintenance of all directional signs, bike trail signs, and neighborhood and other area signs, including, but not limited to, maintaining, repair work, replacement as needed, and landscaping within Common Areas and within any sign easement on any lot. Easements for signs and access easements for the maintenance and landscaping around the sign as shown on any recorded plat shall be for the benefit of the Company, the Association, and their assigns.

(k) The Association shall repave all bike trails and jogging trails as needed.

(l) The Association shall provide regular and thorough maintenance and cleanup of all Common Areas, Restricted Common Areas, Intended Common Areas, and Intended Restricted Common Areas, including, but not limited to, mowing of grass, fertilization as needed, landscape maintenance as needed, pickup and disposal of trash, washing down of picnic tables and benches as needed, and painting, repairs to and replacement of all improvements as needed.

(m) The Association shall maintain and keep in good repair and order all safety ledges (above and below the water) surrounding lakes in Forest Lakes. Easements for the safety ledges and access easements for maintenance of the safety ledges and adjoining lakes shown on any recorded plat shall be for the benefit of the Company, the Association and their assigns.

(n) Insurance coverage on the Property shall be governed by the following provisions:

- (1) Ownership of Policies. All insurance policies upon the Common Areas and Restricted Common

Areas shall be purchased by the Association for the benefit of the Association and the Owners and their mortgagees as their security interest may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Owners.

- (2) Coverage. All buildings and improvements upon the land and all personal property included in the Common Areas and Restricted Common Areas and facilities shall be insured in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Board of Directors of the Association. Such coverage shall provide protection against:
 - (i) Loss or damage by fire and other hazard covered by standard extended coverage endorsement;
 - (ii) Such other risks as from time to time shall be customarily covered with respect to buildings on the land; and
 - (iii) Such policies shall contain clauses provided for waiver of subordination.
- (3) Liability. Public liability insurance shall be secured by the Association with limits of liability of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary.
- (4) Premiums. Premiums for insurance policies purchased by the Association shall be paid by Association and charged to the Owners as an assessment according to the provisions of Article V above.
- (5) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees as their security interest may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration. The sole duty of the Association as insurance trustee shall be to

receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the By-Laws and for the benefit of the Owners and their mortgagees.

(6) Proceeds of insurance policies received by the Association as insurance trustee shall be placed in the Association's treasury for the following:

(i) Expense of the Trust. All expenses of the insurance trustee shall be first be paid or provisions made therefore.

(ii) Reconstruction or Repair. The remaining proceeds shall be paid to defray the cost of repairs. Any proceeds remaining after defraying such cost shall be retained by the Association.

(7) All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association or those held in trust, shall first be bonded by a quality insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to six (6) months' assessments plus reserves accumulated.

Section 4. Obligation of the Association. The Association shall not be obligated to carry out or offer any of the functions and services specified by the provisions of this Article except as specified in Section 3 of this Article VI. The functions and services, other than those set in Section 3 of this Article VI, to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. The functions and services, other than those set in Section 3 of this Article VI, which the Association is authorized to carry out or to provide, may be added or reduced at any time upon the affirmative vote of fifty-one percent (51%) of the votes cast at a duly called meeting of the Association at which a quorum is present; provided, however, that so long as the Company is a member of the Association no change may occur without the consent of the Type "E" Member.

Section 5. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the

Association which loans shall be used by the Association in performing its authorized functions and services; provided that any such mortgage is with the prior consent of two-thirds of the Members of the Association, which consent may be evidenced by petition or by an affirmative vote of two-thirds of the Association. - The Company may, but shall not be required, to make loans to the Association, subject to approval by the Company of the use to which such loan proceeds will be put and the terms pursuant to which such loan will be repaid. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the level of the Annual Assessment below the limit of the Maximum Regular Annual Assessment at any time there are outstanding any amounts due the Company as repayment of any loans made by the Company to the Association without the express written consent of the Company.

Section 6. Maintenance or Protection of Property Not Owned by the Association. The Association shall be authorized to render services of a governmental nature not furnished by the local government in the case of maintenance or protection of property not owned by it.

ARTICLE VII ARCHITECTURAL CONTROL AND THE GENERAL PROPERTY COVENANTS

Section 1. Architectural Review of Common Areas and Restricted Common Areas. No building, wall, fence, swimming pool, or other structure shall be commenced, erected, or maintained upon the Common Areas or Restricted Common Areas, nor shall any landscaping be done in these Areas, nor shall any exterior addition to any existing structure located on these Areas or change or alteration therein be made until the plans and specifications therefore showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location with the surrounding structures and topography by the Architectural Review Board of the Association and by the Company pursuant to the provisions of the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Forest Lakes.

The Architectural Review Board shall be composed of at least three (3) but not more than eleven (11) Members, all of whom shall be appointed by the Board of Directors of the Association. At least one (1) Member of the Association other than representatives of the Company shall be a Member of the Architectural Review Board once there are one hundred (100) Members of the Association.

Section 2. The General Property Covenants. Pursuant to the provisions of the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Forest Lakes (the "General Property Covenants"), the Company reserves unto itself, its successors and assigns, the right to appoint the Association its agent for the purpose of administering and enforcing, in whole or in part, the rights reserved unto the Company in said General Property Covenants, including, but not limited to, the rights to approve (or disapprove) plans, specifications, color, finish, plot plan, land management plan, and construction schedules for any or all buildings or structures to be erected within any or all of the properties subject to said General Property Covenants. Such appointments may be temporary or permanent, and shall be subject to any conditions, limitations, or restrictions which the Company, in its sole and uncontrolled discretion, may elect to impose. Upon any such appointment of the Association as agent by the Company, the Association shall assume any obligations which are incident thereto.

In addition to the foregoing, the Company reserves unto itself, its successors and assigns, the right to assign in whole or in part to the Association its rights reserved in the General Property Covenants to grant approvals (or disapprovals), to establish rules and regulations, to administer and enforce the provisions of said General Property Covenants, and any or all other rights reserved therein by the Company. The assignment of such rights shall be subject to any conditions, limitations, or restrictions which the Company, in its sole and uncontrolled discretion, may elect to impose at the time of assignment. Following the assignment of such rights, the Association shall assume all of the Company's obligations which are incident thereto (if any), and the Company shall have no further obligation or liability with respect thereto. The assignment of such right or rights by the Company to the Association shall be made by written instrument which shall be recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

Notwithstanding anything in the foregoing to the contrary, so long as the Company, its successors and assigns, is the owner of property subject to the provisions of the General Property Covenants, the Company, in addition to and jointly with the Association, shall retain all rights of easement reserved unto it in said General Property Covenants, and shall, furthermore, retain all rights and entry granted unto it in said General Property Covenants for the purposes of correcting, repairing, enhancing, improving, cleaning, preserving, clearing out, removing, or taking any action to prevent a violation of said General Property Covenants, and the retention of said rights of easement and entry by the Company shall in no way

create any obligation on the part of the Company to perform any affirmative action.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration and any Amendments thereto shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Company, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically extended for successive periods of ten (10) years. The number of ten (10) years extension periods hereunder shall be unlimited, and this Declaration shall be automatically extended upon the expiration of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year extension period, unless at a duly called meeting of the Association fifty-one percent (51%) or more of the total vote entitled to be cast by all the Members of the Association shall vote in favor of terminating this Declaration at the end of its then current term. The presence at the meeting of the Members or proxies entitled to cast thirty percent (30%) of the total vote of the Membership shall constitute a quorum. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Members of the Association vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the Resolution of Termination adopted by the Association, the date of the meeting of the Association at which such Resolution was adopted, the date the notice of such Meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes present at said meeting, the total number of votes necessary to adopt a Resolution terminating this Declaration, the total number of votes cast in favor of such Resolution, and the total number of votes cast against such Resolution. Said certificate shall be recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. All proposed Amendments to this Declaration shall be submitted to a vote of the Members at

a duly called meeting of the Association subject to the quorum requirements establish by Article III, Section 5, and any such proposed amendment shall be deemed approved if two-thirds (2/3) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least fourteen (14) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the Amendment, the effective date of the Amendment (which in no event shall be less than fifteen (15) days after the date of the meeting of the Association at which such Amendment was adopted), the date the notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes present at said meeting, the number of votes necessary to adopt the Amendment, the total number of votes cast for and against the Amendment, and such Addendum shall be recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

So long as the Company is a Type "E" Member, no Amendment of this Declaration shall be made without the written consent of the Company.

Section 3. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when delivered personally or sent by mail, with the proper postage affixed, to the address appearing on the Association's Membership list. Notice to one (1) of two (2) or more co-owners or co-tenants shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is delivered or mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 4. Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any Covenant or Restriction, either to restrain a violation or to recover damages, may be against the land or to enforce any lien created by these Covenants. Failure by the Association or the Company to enforce any Covenant or Restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 5. Severability. 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 way effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions, and to construe and interpret its provisions, and its determination, construction, or interpretation shall be final and binding. In all cases, the provisions of this Declaration of Covenants and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 8. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Company and/or the Association contemplated under this Declaration, the Company and/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 and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted, or withheld.

Section 9. Termination of Association. In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within ten (10) years of the date of recording this Declaration, all Common Areas and Restricted Common Areas belonging to the Association at the time of such adjudication shall revert to the Company, and the Company shall own and operate said Common Areas and

Restricted Common Areas as trustee for the use and benefit of Owners within the Properties as set forth below. If said adjudication shall occur on a date more than ten (10) years after the date of recording of this Declaration, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article VIII, Section 1, all Common Areas and Restricted Common Areas owned by the Association at such time shall be transferred to a trustee (hereinafter referred to as "Trustee") appointed by the Circuit Court of Albemarle County, Virginia, which Trustee shall own and operate said Common Areas and Restricted Common Areas for the use and benefit of Owners within the Properties as set forth below:

(a) Each Lot, Tract, Site, Unit or Parcel of land located within the Properties shall be subject to an Annual Assessment which shall be paid by the Owner of each to the Company or Trustee, whichever becomes the successor in title to the Association. The amount of such Annual Assessment and its due date shall be determined solely by the Company or the Trustee, as the case may be, but the amount of such Annual Assessment on any particular Lot, Tract, Site, Unit or Parcel shall not exceed the amount actually assessed against that Lot, Tract, Site, Unit or Parcel in the last year that assessments were levied by the Association, subject to the adjustments set forth in subparagraph (b) immediately below;

(b) The Maximum Regular Annual Assessment which may be charged by the Company or Trustee hereunder may be automatically increased each year by an amount of ten percent (10%) or the percentage increase between the first and last months of the thirteen (13) month period terminating at the end of the third (3rd) quarter of the previous assessment year in the Consumer Price Index, U.S. City Average, All Items (1982-84/100) (hereafter "C.P.I.") issued by the U.S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas", whichever of these two (2) percentage figures is larger. The actual amount of such increase in the Maximum Regular Annual Assessment shall equal the Maximum Regular Annual Assessment on such Lot, Tract, Site, Unit or Parcel for the previous year multiplied by the larger of the two (2) percentage factors set forth above. If the C.P.I. is discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

(c) Any past due Annual Assessment together with interest thereon at the maximum annual rate allowed by law accrued from the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Owner at

the time the Annual Assessment became past due, and it shall also constitute and become a charge and continuing lien on the Lot or Parcel of land and all improvements thereon, against which the Assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

(d) The Company, or the Trustee, as the case may be, shall be required to use the funds collected as Annual Assessments for the operation, maintenance, repair, and upkeep of the Common Areas and Restricted Common Areas. The Company or Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. Neither the Company nor the Trustee shall have the obligations to provide for the operation, maintenance, repair, and upkeep of the Common Areas or Restricted Common Areas once the funds provided by the Annual Assessment have been exhausted.

(e) The Company shall have the right to convey title to the Common Areas and Restricted Common Areas, and to assign its rights and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby.

(f) The Trustee shall have the power to dispose of the Common Areas and Restricted Common Areas free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by fifty-one percent (51%) of the Owners of property within the Properties or in the alternative shall be found to be in the best interests of the Owners of property within the Properties by the Circuit Court of Albemarle County, Virginia. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Areas or Restricted Common Areas, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair, and upkeep of such Properties, then for the payment of any obligations distributed among the Owners of property within the Properties, exclusive of the Trustees, in a proportion equal to the portion that the Maximum Regular Annual Assessment on property owned by a particular Owner bears to the total Maximum Regular Annual Assessments for all property located within the Properties.

Section 10. Management and Contract Rights of Association. The Company may enter into a contract with a management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the property. However, no such contract shall be

binding upon the Association except through express adoption or ratification of the terms and conditions of such contract. Any contract or lease entered into by the Company or by the Association while the Type "E" Member elects a majority of the Directors of the Association shall contain a provision allowing the Association to terminate such contract without justification or penalty after the Type "E" Member no longer elects a majority of the Directors of the Association.

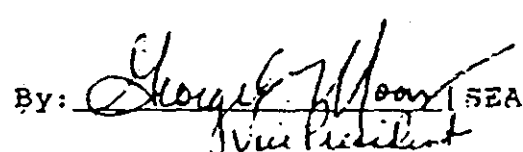
Section 11. Rights of Noteholders. Any institutional holder of a first mortgage on a Unit, Lot, Tract, Site or Parcel will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of its fiscal year, (c) receive written notice of all meetings of the Association and the right to designate a representative to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage, (e) receive written notice of any sixty-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage, (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy of fidelity bond maintained by the Owners Association, (g) receive written notice of any proposed action that requires the content of a specified percentage of mortgage holders, and (h) be furnished with a copy of the master insurance policy.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed in its behalf.

FOREST LAKES ASSOCIATES,
a Virginia Partnership

By:  [SEAL]
Frank A. Kessler, Partner

By: Investors Real Estate
Investment Company, Partner

By:  [SEAL]
Vice President

STATE OF VIRGINIA

CITY/COUNTY OF Alleghenese

The foregoing instrument was acknowledged before me this 5th day of October 1988 by Frank A. Kessler as Partner of Forest Lakes Associates, a Virginia Partnership.

My Commission expires: December 29, 1990

Virginia J. Harris
Notary Public

STATE OF VIRGINIA

CITY/COUNTY OF RICHMOND

The foregoing instrument was acknowledged before me this 4th day of OCTOBER 1988 by George F. Moore, III as VICE PRESIDENT of Investors Real Estate Investment Company as Partner of Forest Lakes Associates, a Virginia Partnership.

My Commission expires: MARCH 12, 1991

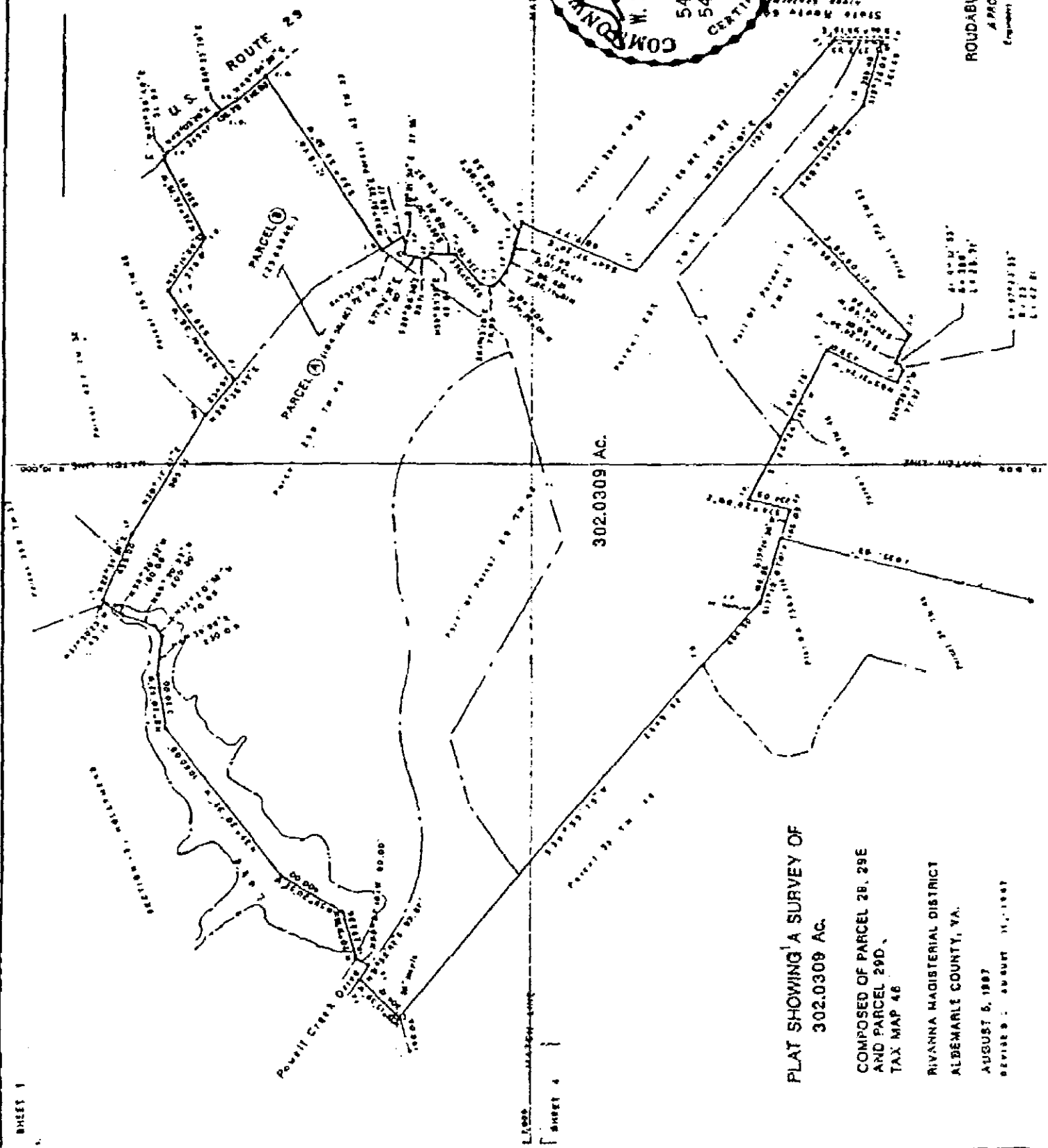
Betty A. Harper
Notary Public

EXHIBIT A

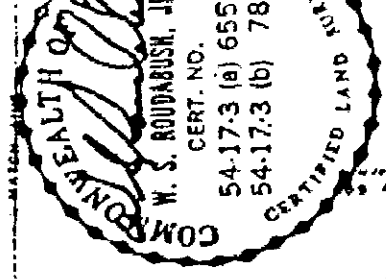
All that certain tract or parcel of land located in Albemarle County, Virginia and shown as 302.0309 acres on the attached plat of Roudabush, Gale & Assoc., Inc. dated August 5, 1987, revised August 11, 1987 and also shown in larger scale on the subsequent four (4) sheets attached to the plat.

GCM389.DOC

SHEET 3



SHEET 2



ROUDABUSH, DALE E. & ASSOC., INC.
A PROFESSIONAL CORPORATION
Engineers - Land Surveyors - Land Planners
Charlottesville, Virginia

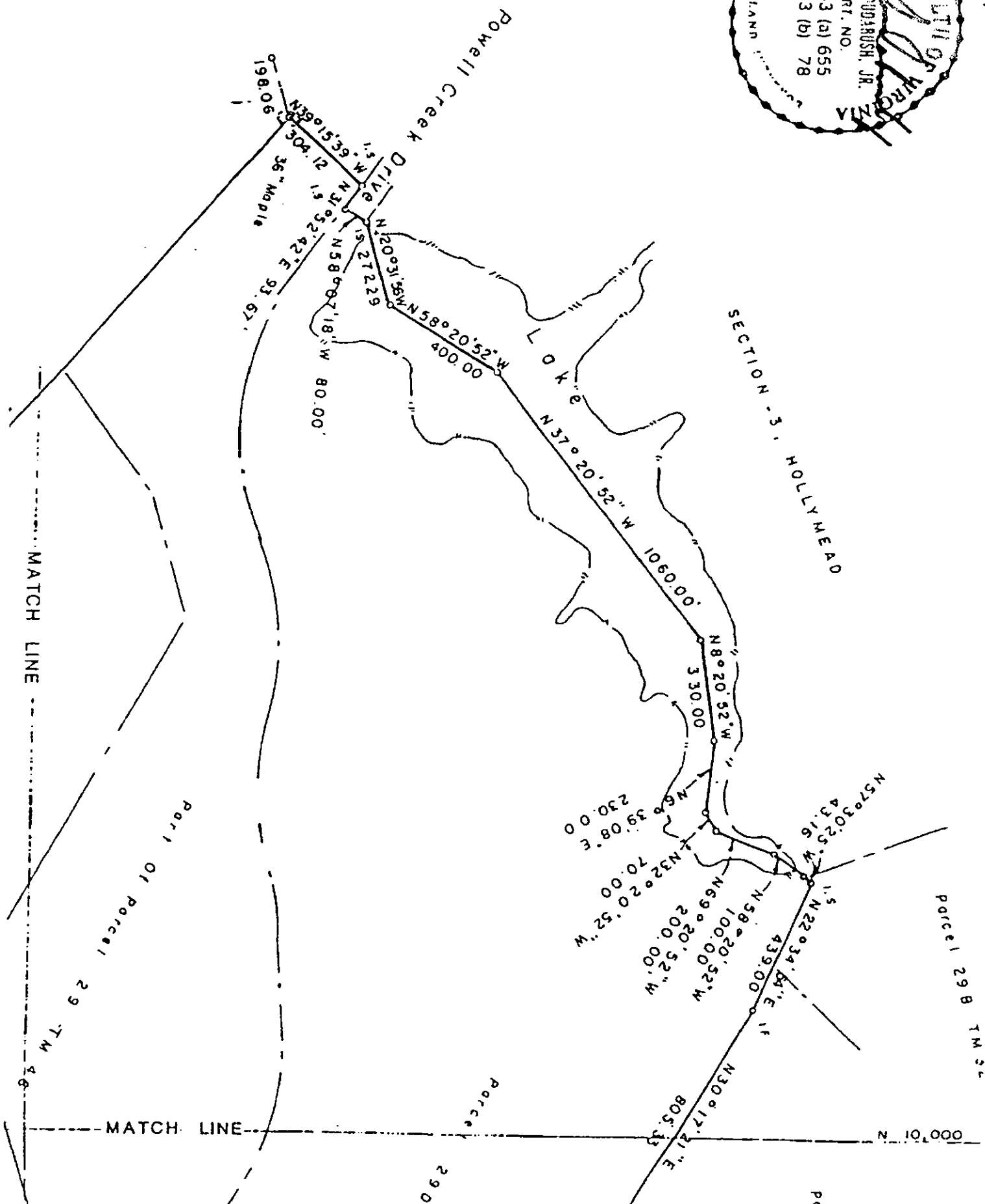
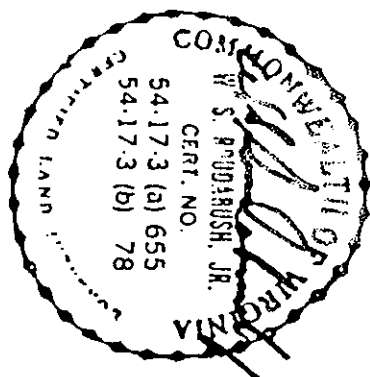
THE 70.5

PLAT SHOWING A SURVEY OF
302.0309 AC.

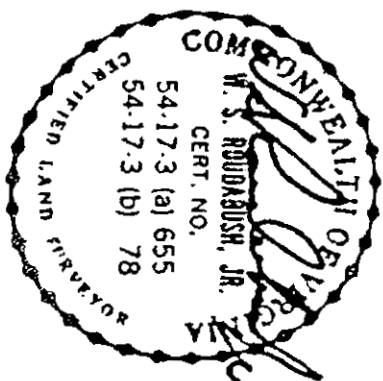
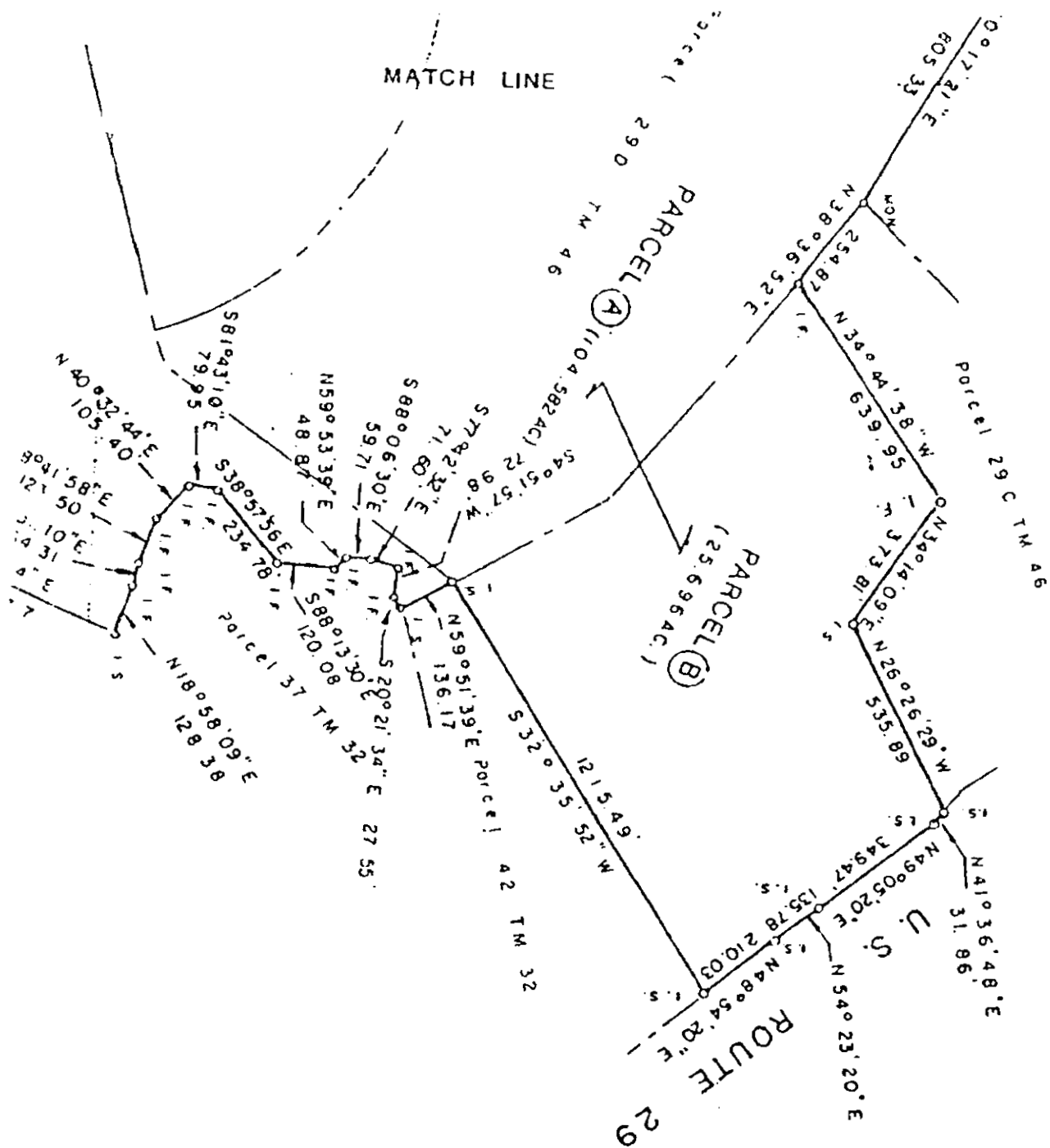
COMPOSED OF PARCEL 28, 29E
AND PARCEL 29D,
TAX MAP 48

RIVANNA MAGISTERIAL DISTRICT
ALBEMARLE COUNTY, VA.

AUGUST 5, 1987
REVISED: AUGUST 15, 1987



parcel 42 F 7M 32

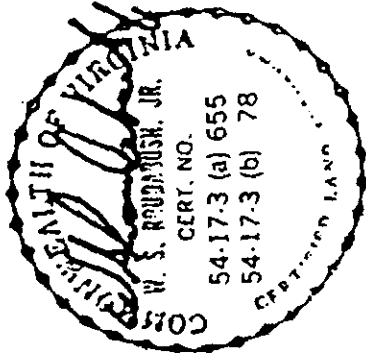


MATCH LINE

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302.0309 A:



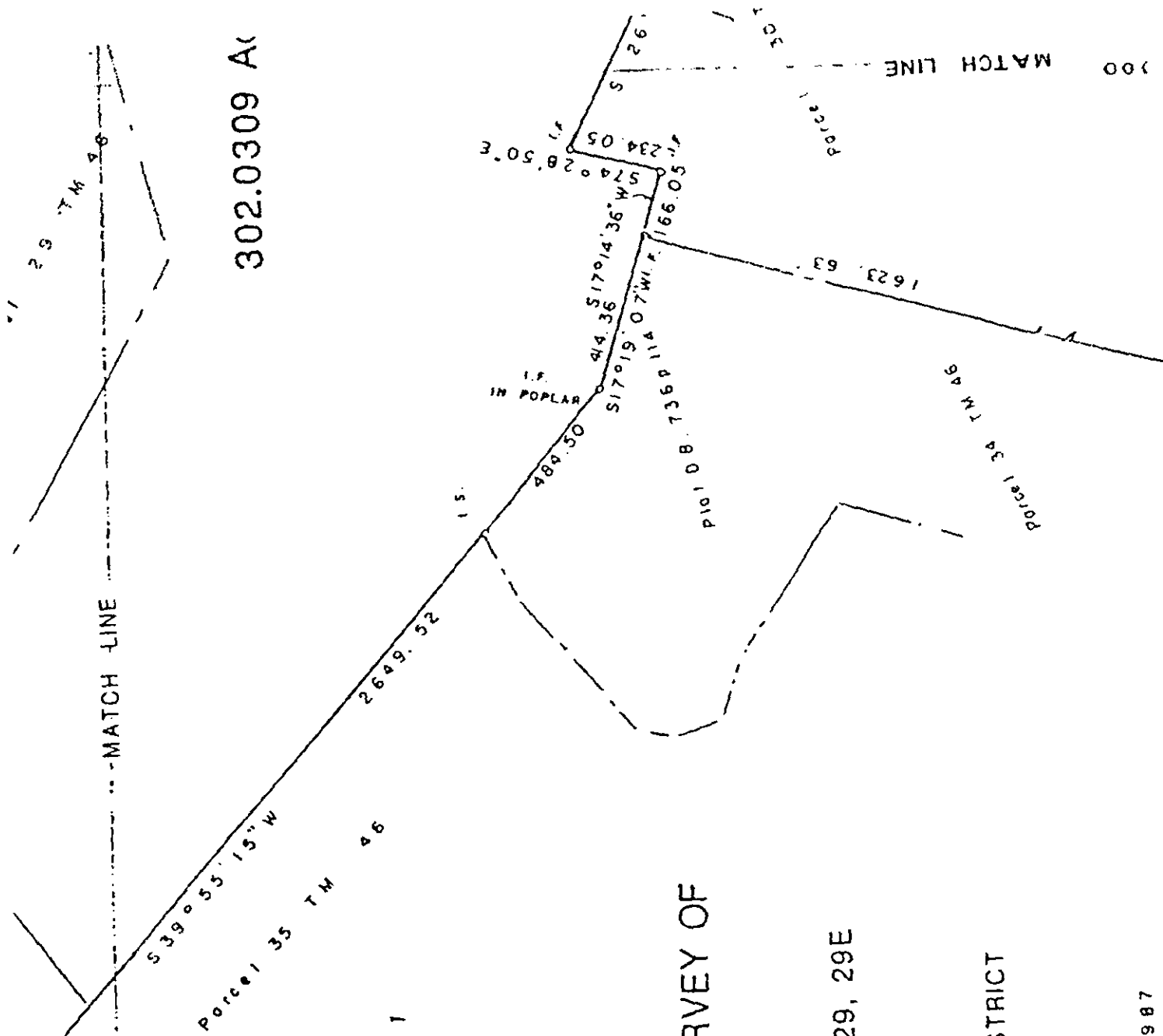
PLAT SHOWING A SURVEY OF
302.0309 AC.

COMPOSED OF PARCEL 29, 29E
AND PARCEL 29D ,
TAX MAP 46

RIVANNA MAGISTERIAL DISTRICT
ALBEMARLE COUNTY, VA.

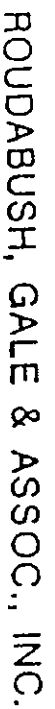
AUGUST 5, 1987

REVISIO : AUGUST 11, 1987



MATCH-TIME

09/AC.



Engineers – Land Surveyors – Land Planners

Charlottesville, Virginia

SCALE 1" = 400'

FILE 7016

DB 10181373

DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
APPLICABLE TO ALL PROPERTY IN FOREST LAKES

THIS DECLARATION, made this 4th day of OCTOBER,
1988, by FOREST LAKES ASSOCIATES, a Virginia Partnership
hereinafter called "Company".

WITNESSETH:

WHEREAS, the Company is the owner of certain lands located
within a community known as "Forest Lakes" in Albemarle County,
Virginia.

WHEREAS, the Company wishes to declare certain restrictive
covenants affecting certain lands in Forest Lakes.

NOW, THEREFORE, the Company hereby declares that the
covenants contained herein shall be covenants running with the
land and shall apply to the lands in Forest Lakes and described
in Exhibit "A" attached hereto (the "Properties"), and such
additions thereto as may hereinafter be made pursuant to
paragraph (9) of Article V hereof. The Company reserves in
each instance the right to add additional restrictive covenants
in respect to lands to be conveyed in the future within the
Properties, or to limit therein the application of this
Declaration.

ARTICLE I
DEFINITIONS

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

(a) "Association" shall mean and refer to Forest Lakes
Community Association, Inc., a Virginia non-stock corporation,
its successors and assigns.

(b) "Company" or "the Company" shall mean and refer to
Forest Lakes Associates, a Virginia Partnership, its successors
and assigns, and any agent or agents appointed by Forest Lakes
Associates, its successors and assigns, to act on its behalf
for the purpose of administering or enforcing, in whole or in
part, the rights reserved unto the Company in this Declaration.

(c) "Forest Lakes" shall mean and refer to the lands in
Albemarle County, Virginia, which are shown as a part of Forest

Lakes on the Company's Master Plan as revised from time to time.

(d) "Master Plan" shall mean and refer to the drawings which represent the conceptual plan for the future development of Forest Lakes. Since the concept of the future development of Forest Lakes is subject to continuing revision and change by the Company, present and future references to the "Master Plan" shall be references to the latest revision thereof.

(e) "Owner", "Owner of Property", and "Property Owner" shall mean and refer to all owners of an interest in real property in Forest Lakes which has been subjected to the provisions of this Declaration, including, but not limited to, owners of property or tracts of land and owners of condominium units, whether such property, tracts or units are used or intended to be used for residential, commercial or recreational purposes.

(f) "Property" and "Properties" shall mean and refer to any tract of land or subdivision thereof in Forest Lakes which has been subject to the provisions of this Declaration or any Supplemental Declaration under the provisions of paragraph (9) of Article V hereof, as may be referenced in deeds issued by the Company or any third party with the consent of the Company, including, without limitation, all that tract or parcel of land, situated, lying and being in Albemarle County, Virginia, which is more particularly described in Exhibit "A" attached hereto and by specific reference made a part hereof.

ARTICLE II
COVENANTS, RESTRICTIONS AND AFFIRMATIVE
OBLIGATIONS APPLICABLE TO ALL
PROPERTIES IN FOREST LAKES

The covenants and restrictions herein will be referred to as the General Property Covenants and will be recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same has been the creation of a community that is aesthetically pleasing and functionally convenient. The establishment of certain 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 each parcel of Property and of technological advances and environmental values. In order to implement the purposes of these General

Property Covenants, the Company may establish and amend from time to time objective standards and guidelines, including, but not limited to, Architectural Guidelines, Uniform Sign Regulations, Uniform Mailbox Regulations and Landscape Guidelines as defined hereinafter, which shall be binding on Property Owners within Forest Lakes.

1. No building, fence, or other structure shall be erected, placed, or altered, nor shall a building permit for such improvement be applied for on any Property in Forest Lakes until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives, and parking areas), the land management plan described in paragraph 1 of Article III, and construction schedule shall have been approved in writing by the Company. In addition, the Company may, at its election, require prior written approval of a landscape plan. The Company further reserves the right to promulgate and amend from time to time architectural guidelines (hereinafter referred to as the "Architectural Guidelines") for specific neighborhoods and areas or for all Properties within Forest Lakes, and such Architectural Guidelines shall establish, define, and expressly limit those standards and specifications that will be approved in said neighborhoods and areas or within the Properties, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design, and construction technique. Refusal or approval of plans, location, exterior color or finish, or specifications by the Company may be based upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alteration in the exterior appearance of any building, fence or other structure, including exterior color or finish, shall be made without like prior written approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the Company of written demand for approval, approval shall be deemed to have been granted.

2. In order to assure that buildings and other structures will be located and staggered so that the maximum view, privacy, sunlight, and breeze will be available to each building or structure within the confines of each Property, and to assure that structures will be located with regard to the topography of each Property, taking into consideration the location of large trees and other aesthetic and environmental considerations, the Company reserves the right to control absolutely and to decide solely (subject to the provisions of

the Zoning Ordinance of the County of Albemarle) the precise site and location (including density of buildings) of any building or structure on any Property in Forest Lakes for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient. Such location shall be determined only after reasonable opportunity is afforded the Property Owner to recommend a specific site. The provisions of this paragraph shall in no way be construed as a guarantee that the view, privacy, sunlight, or breeze available to a building or structure on a given Property shall not be affected by the location of a building or structure on an adjacent Property.

3. Each Property Owner shall provide space for the parking of automobiles off public streets prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Company

4. Except as may be required by legal proceedings, no sign shall be erected or maintained on any Property by anyone including, but not limited to, a Property Owner, a tenant, a realtor, a contractor, or a subcontractor, until the proposed sign size, color, content, number of signs, and location of sign(s) shall have been approved in writing by the Company. Refusal or approval of size, color, content, number of signs, or location of sign(s) may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company seems sufficient. The Company further reserves the right to promulgate and amend from time to time uniform sign regulations (the "Uniform Sign Regulations") which shall establish standard design criteria for all signs, including, but not limited to, real estate sales signs, erected upon any Property in Forest Lakes.

The Company and its agent shall have the right, whenever there shall have been placed or constructed on any Property in Forest Lakes any sign which is in violation of these restrictions, to enter immediately upon such Property where such violation exists and summarily remove the same at the expense of the Property Owner.

5. It shall be the responsibility of each Property Owner, tenant, contractor, or subcontractor to prevent the development of any unclean, unsightly, unkempt, unhealthy or unsafe conditions of buildings or grounds on any Property which shall tend to substantially decrease the beauty or safety of Forest Lakes, the neighborhood as a whole, or the specific area. The Company and its agents shall have the right to enter upon any Property for the purpose of correcting such

conditions, including, but not limited to, the removal of trash which has collected on the Property, and the cost of such corrective action shall be paid by the Property Owner. Such entry shall not be made until thirty (30) days after the Owner of the Property has been notified in writing of the need to take corrective action and unless such Owner fails to perform the corrective action within said thirty (30) day period; provided, however, that should such condition pose a health or safety hazard, such entry shall not be made until the Owner has been notified in writing of the need to take immediate corrective action and unless such Owner fails to perform the corrective action immediately. The provisions of this paragraph shall not create any obligation on the part of the Company to take any such corrective action.

6. No mailbox shall be erected or maintained on any Property until the proposed mailbox design, color and location have been approved in writing by the Company. Refusal or approval of design, color, or location may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company seems sufficient. No alteration in the exterior appearance of any mailbox shall be made without like prior written approval by the Company. The Company further reserves the right to establish uniform mailbox regulations (the "Uniform Mailbox Regulations") which shall define standard design criteria for all mailboxes erected upon any Property in Forest Lakes.

7. 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 connection with the sewer mains of the Albemarle County Service Authority which is the only system presently approved by Albemarle County for use in Forest Lakes, or other means of sewage disposal if other means are approved by Albemarle County for use in Forest Lakes.

8. Prior to the occupancy of a building or structure on any Property, proper and suitable provisions for water shall be made by connection with the water lines of the Albemarle County Service Authority water system which is the only system presently approved by Albemarle County for use in Forest Lakes, or other water system if other water system is approved by Albemarle County for use in Forest Lakes.

9. The Company reserves unto itself, its successors and assigns, and its agent, a perpetual, alienable, and releasable easement and right, on, over and under the Properties to erect, maintain, and use electric, community antenna television, cable television and telephone poles, wires, cables, conduits,

drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, 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; provided, however, that no such utility easement shall be applicable to any portion of such Property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Company, or (b) be designated as the site for a building on a plot plan for erection of a building which has been filed with the Company and which has been approved in writing by said Company. 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. The Company further reserves the right to locate wells, pumping stations, siltation basins, and tanks within Forest Lakes in any open space or on any Property designated for such use on the 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 the Company, but this reservation shall not create any obligation on the part of the Company to provide or maintain any such utility or service.

ARTICLE III
ADDITIONAL RESTRICTIONS TO IMPLEMENT
EFFECTIVE ENVIRONMENTAL AND
LAND MANAGEMENT CONTROLS

In order to protect the natural beauty of the vegetation, topography, and other natural features of all Properties within Forest Lakes, the following environmental and land management controls are hereby established:

1. Topographic and vegetation characteristics of Properties within Forest Lakes shall not be altered by excavation, grading, removal, reduction, addition, clearing, cutting, pruning, seeding, planting, transplanting, or any other means without the prior written approval of the Company. In addition, the Company may, at its election, require prior written approval of a landscape plan. Refusal or approval of plans or any alteration of topographic or vegetation characteristic(s) by the Company may be based upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company seems sufficient. Written approval will be granted for the minimum amount of

earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of paragraph 1 of Article II of these covenants. Should written notice be served by the Company upon any Property Owner requiring corrective alteration of topographic and vegetation characteristics pursuant to paragraphs 3 and 4 of this Article III, such notice shall be deemed to constitute written approval by the Company for such corrective alteration under the provisions of this paragraph 1.

2. Notwithstanding anything in the foregoing to the contrary, the Company reserves the right to promulgate and amend from time to time landscape guidelines (referred to hereinafter as the "Landscape Guidelines") which shall establish approved standards, methods, and procedures for landscape management on specific Properties in Forest Lakes and such authorized standards, methods, and procedures may be utilized by the Owners of such specified Properties without prior written approval by the Company; provided, however, no trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the prior written approval of the Company. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the Property. The provisions of this paragraph 2 shall in no way constitute a waiver of the requirement to receive prior written approval for any alteration of topographic or vegetation characteristics, pursuant to the provisions of paragraph 1 of Article II, other than for those alterations specifically authorized in said Landscape Guidelines.

3. In order to implement effective and adequate erosion control the Company and its agents shall have the right to enter upon any Property before or after a building or structure has been constructed thereon for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices. Provided, however, that prior to exercising its right to enter upon the Properties for the purpose of performing any grading or landscaping work or constructing or maintaining erosion prevention devices, the Company shall give the Owner of the Property the opportunity to take any corrective action required by giving the Owner of the Property written 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 corrective action specified immediately, the Company or its agent may then exercise its right to enter upon the Property in order to take

the necessary corrective action. The cost of such erosion prevention measures, when performed by the Company or its agent, shall be kept as low as reasonably possible. The cost of such work, when performed by the Company or its agent on Property, shall be paid by the Owner thereof.

4. In order to implement effective insect, reptile, rodent, and woods fire control, the Company and its agents have the right to enter upon any Property for the purpose of moving, removing, clearing, cutting, or pruning underbrush, weeds, or other unsightly growth which in the opinion of the Company detracts from the overall beauty, setting, and safety of Forest Lakes. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the Owner of the Property. Such entry shall not be made until thirty (30) 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 thirty (30) day period. The provisions in this paragraph shall not create any obligation on the part of the Company to mow, clear, cut or prune any Property.

5. In addition, the Company reserves unto itself, its successors and assigns, and its agent, a perpetual, alienable, and releasable easement and right on, over, and under any Property to dispense pesticides and take other actions which in the opinion of the Company are necessary or desirable to control insects and vermin, and to cut fire breaks and take other actions which in the opinion of the Company are necessary or desirable to control fires on any Property or any improvements thereon, and for purposes of erosion control allowed in paragraph 3 above.

The rights reserved unto the Company, its successors and assigns, and its agents, in paragraphs 3, 4 and 5 above shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purposes of said paragraphs.

ARTICLE IV ADDITIONAL RESTRICTIONS AFFECTING RESIDENTIAL PROPERTIES

1. "Residential Properties" as used in this Article IV shall mean and refer to all those parcels or tracts of land within the Properties defined as "Single Family Lots", "Villa Home Sites", and "Multiple Family Tracts" in paragraphs 2, 3 and 4 of this Article IV.

2. "Single Family Lots" or "Lots" as used herein shall mean and refer to all those parcels or tracts of land within the Properties intended for subdivision or subdivided into Properties or lots intended for the construction of detached dwelling units.

3. "Villa Home Sites" or "Sites" as used herein or in any subsequent declaration shall mean and refer to all those parcels or tracts of land within the Properties intended for subdivision or subdivided into Properties or lots intended for construction of detached dwelling units and on which a Patio Wall may be required to be erected.

4. "Multiple Family Tract" or "Tracts" as used herein shall mean and refer to all those parcels or tracts of land within the Properties intended for development of or developed as attached dwelling units including Townhouse Lots, Condominiums as defined by the Code of Virginia and Apartments

5. a. All Residential Properties shall be used for residential purposes, recreational purposes incidental thereto, and for customary accessory uses. The use of a portion of a dwelling unit on a Residential Property as an office by the Owner or tenant thereof shall be considered a residential use if such use does not create undue customer or client traffic, as determined by the Company in its sole and uncontrolled discretion, to and from the unit or the Property.

b. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on a Single Family Lot or Villa Home Site other than one (1) detached single family dwelling and one (1) small one-story accessory building which may include a detached private garage, provided the use of such accessory building does not overcrowd the Property, as determined by the Company in its sole and uncontrolled discretion, and provided, further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

c. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building on any Single Family Lot or Villa Home Site, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such suite would not result in overcrowding the Property, as determined by the Company in its sole and uncontrolled discretion.

d. The provisions of this paragraph five (5) shall not prohibit the Company or its agent and assigns from using any house, other dwelling units, or accessory buildings as a model or sales office.

6. a. The exterior of each house, dwelling unit, phase or group of Multiple Family dwelling units, and all other structures must be completed (i) within one (1) year after the construction of same shall have commenced on all Single Family Lots and Villa Home Sites, and (ii) within two (2) years after the construction of same shall have commenced on all Multiple Family Tracts, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction, the Owner of the Lot, Site, or Tract shall require the contractor to maintain the Property in a reasonably clean and uncluttered condition, pursuant to the provisions of paragraph 5 of Article II of these covenants.

b. The failure to complete the exterior of any house, dwelling unit, phase or group of Multiple Family dwelling units, or any other structure within the time limit set forth in paragraph 6(a) above shall constitute a violation and breach of these covenants. The Company hereby reserves unto itself, its successors and assigns, a right on, over, and under all Residential Properties for the purpose of taking any action necessary to effect compliance with paragraph 7(a) above, including, but not limited to the right to enter upon any Property for the purpose of completing the exterior of such house, dwelling unit, phase or group of Multiple Family dwelling units, or any other structure which is in violation of paragraph 6(a). Such entry shall not be made until thirty (30) days after the Owner of the Property has been notified in writing of the violation of these covenants, and unless such Owner has failed to complete said exterior within said thirty (30) day period. The cost of such corrective action, when performed by the Company or its agents, shall be paid by the Owner of the Property on which the corrective action is performed. The provisions of this paragraph shall not create any obligation on the part of the Company to take any action to effect compliance with paragraph 6(a).

7. a. Each Property Owner of Residential Properties shall provide a screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, and other unsightly objects must be placed or stored

in order to conceal them from view from the road and adjacent Properties. Pursuant to the provisions of paragraph 1 of Article II, plans for such screened area delineating the size, design, specifications, exterior color or finish, and location must be approved by the Company prior to construction. No alteration in the exterior appearance of any screened area shall be made without like prior written approval by the Company. Garbage receptacles and fuel tanks may be located outside of screened area only if located underground, and such underground garbage receptacles and fuel tanks and their location must likewise be approved by the Company prior to construction.

b. Garbage pickup shall take place at such locations as are approved or designated by the Company. If curbside pickup occurs, no Owner shall place the receptacles at the curb earlier than six (6) hours before pickup and shall remove within six (6) hours after pickup.

c. No mobile homes, trailers, campers, recreational vehicles, dune buggies, boats, trailers or any trucks other than standard size pick-up trucks, not in excess of 1500 pounds, shall be parked on any Residential Property or adjacent street or common area. However, when and if there is an area or lot in Forest Lakes designated for recreational vehicle parking and storage, the vehicles listed in the preceding sentence may be parked within the confines of the designated area or lot. Use of the parking and storage lot shall be subject to such rules, regulations and fees as set by the Company, its successors and assigns.

d. No clothing, laundry or wash shall be aired or dried on the exterior portion of any Residential Property.

e. All toys, bicycles, tricycles, motorcycles, mopeds, and such other similar items located on Residential Property or adjacent streets shall be removed each evening to an area not exposed to view from any other property or street. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the property, except that dogs, cats or other household pets may be kept subject to rules and regulations adopted by the Company, its successors or assigns. All pets not on the property of the owner shall be under leash or totally controlled in a similar manner at all times by the owner.

8. No mobile home, trailer, tent, barn or other similar out building or structure shall be placed on any Residential Property at any time, either temporarily or permanently.

9. No structure of a temporary character shall be placed upon any Residential Property at any time, provided, however, that this prohibition shall not apply to trailers, shelters or temporary structures used by the contractor during the construction of the main dwelling unit, or phase or group of Multiple Family dwelling units, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the Property after completion of construction. The design, location and color of structures temporarily placed on a Residential Property by a contractor must be approved in advance in writing by the Company.

10. No television antenna, satellite, dish, radio receiver, radio sender, or other similar device shall be attached to or installed on any Residential Property or on the exterior portion of any building or structure on any Residential Property except as follows:

a. The provisions of this paragraph shall not prohibit the Company from installing or approving the installation of equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.), mobile radio systems, or other similar systems within the Properties; and

b. Should C.A.T.V. services or cable service be unavailable and good television reception not be otherwise available, the Owner or tenant of a dwelling unit, or the Owner of a Multiple Family Tract, may make written application to the Company for permission to install a television antenna, which may be approved or denied in the sole and uncontrolled discretion of the Company.

11. The utility and drainage easements reserved by the Company in paragraph nine (9) of Article II of these covenants shall be located along the boundary lines of each Single Family Lot, Townhouse Lot or Villa Home Site unless otherwise shown on a subdivision plat.

12. No Single Family Lot, Villa Home Site, or Townhouse Lot (following the subdivision of a Multiple Family Tract into individual lots on which Townhouses are intended to be constructed) shall be subdivided or its boundary lines changed, nor shall application for same be made to Albemarle County, except with the prior written consent of the Company. However, the Company hereby expressly reserves unto itself, its successors and assigns, and its agent, the right to replat any Single Family Lot(s), Villa Home Site(s), or Townhouse Lot(s), all hereinafter referred to as "Lot(s)", owned by it and shown on the plat of any subdivision within the Properties in order

to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted Lot(s) suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, bike trails, bridges, parks, recreational and community facilities, and other amenities to conform to the new boundaries of said replatted Lot(s). The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

13 In addition to the foregoing, the following restrictions shall apply to all Multiple Family Tracts:

a. Owners of Multiple Family Tracts within Forest Lakes shall, prior to leasing apartment units to tenants for a period of less than six (6) months, obtain the Company's written approval.

b. No apartment building, buildings, or any portion of an apartment building shall be converted to a condominium or cooperative form of ownership within the Properties without the prior written consent of the Company. The Company's decision in determining whether to grant consent for such conversion may be based on any ground which in its sole and uncontrolled discretion shall seem sufficient. Should such consent be granted, the resulting condominium or cooperative shall continue to be subject to these Multiple Family Covenants.

ARTICLE V ADDITIONS, LIMITATIONS; DURATION AND VIOLATION OF COVENANTS TOGETHER WITH AFTERWORD

1. a. All covenants, restrictions, and affirmative obligations set forth in this Declaration and any amendments thereto 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 the Company for a period of thirty (30) years from the execution date of this Declaration. Upon the expiration of said thirty (30) year period all said covenants shall be automatically extended for successive periods of ten (10) years. The number of ten (10) year extension periods hereunder shall be unlimited, and this Declaration shall be automatically extended upon the expiration of the initial thirty (30) year period and each ten (10) year extension period for an additional ten (10) year period; provided, however, that there shall be no

extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year extension period, fifty-one percent (51%) of more of the total votes (as determined in subparagraph (1(c)) hereinafter) entitled to be cast by all Owners of all Properties subject to the provisos of this Declaration vote in favor of terminating this Declaration at the end of its then current term at a duly called meeting of the Owners of the Properties. The presence at said meeting of Owners ballots entitled to cast sixty percent (60%) of the total vote of all the Owners of all the Properties shall constitute a quorum. In the event that the Owners of the Properties vote to terminate this Declaration, the President shall execute a certificate which shall set forth the Resolution of Termination, when such Resolution was adopted, the date that notice of such meeting was given, the total number of votes of all Owners of all the Properties, the number of votes required to constitute a quorum at said meeting, the total number of votes present at said meeting, the total number of votes necessary to adopt a Resolution terminating this Declaration and the total number of votes cast in favor and against such Resolution. Such certificate shall be recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

b. A "duly called meeting" shall mean and refer to any open meeting of the Owners of the Properties (or a portion of said Owners) called by the Company, its successors and assigns, or its agent for said purpose, subject to the giving of proper notice and the quorum requirements established in subparagraph (1(a)) and in paragraph (2) herein. "Proper notice" shall be deemed to be given when delivered personally or sent by mail to each such Owner not less than thirty (30) days in advance of said meeting. There shall be sent with such notice a statement of certain motions to be introduced for vote of the Owners and a ballot on which each Owner may vote for or against each motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements for said meeting; provided, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

c. The votes to which each Owner of Property subject to this Declaration shall be entitled shall be determined as follows:

i. The Owner of any Property which is also subject to the provisions of the Declaration of Covenants and Restrictions of Forest Lakes (referred to hereinafter in this subparagraph (c) as "said covenants") shall be entitled to as many votes as equals the total number of

votes to which he is entitled as a Member of the Association as defined and determined in said covenants.

ii. The Owner of any Property which is also subject to said covenants and which is classified as an "Exempt Property" pursuant to said covenants shall be entitled to as many votes as equals the total number of votes to which he would be entitled as a Member of the Association had his Property not been exempted from assessment.

2. All proposed amendments to this Declaration shall be submitted to a vote of the Owners of Properties substantially affected by a change in covenants at a duly called meeting of said Owners. Notice shall be given each Member at least fourteen (14) days prior to the date of the meeting. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those Properties shown on (a) the plats showing the Properties to be modified in permitted use by the change, and (b) the plats which subdivided the Property immediately abutting the Property shown on plats identified in the records in the Clerk's Office of the Circuit Court of Albemarle County, Virginia. Any such amendment shall be deemed approved if two-thirds (2/3) of the votes (as determined in subparagraph 1(c) hereinabove) cast at such meeting vote in favor of such amendment. The presence at said meeting of Owners or ballots entitled to cast thirty percent (30%) of the total vote of all the Owners of Property substantially affected by a change in covenants shall constitute a quorum. If the required quorum is not present at said meeting, the Company may, in its sole and uncontrolled discretion, call another meeting or meetings subject to the giving of proper notice, and the required quorum at such subsequent meeting or meetings shall be one-half (1/2) of the required quorum at the preceding meeting. If any proposed amendment to this Declaration is approved by the Owners as set forth above, the President and Secretary of the Company shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than fifteen (15) days after the date of the meeting of the Owners at which such amendment was adopted), the date of the meeting of the Owners at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Owners of Properties substantially affected by such amendment, the total number of votes required to constitute a quorum at meeting of said Owners, the total number of votes of said Owners present at said meeting, the total number of votes necessary to adopt such amendment, the total number of votes cast in favor of such amendment, and the total number of votes cast against such amendment. Such

Addendum shall be recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

3. So long as the Company is a Type "E" Member under the Declaration of Covenants and Restrictions of Forest Lakes no amendment to this Declaration shall be made without the written consent of the Company.

4. The Company reserves unto itself, its successors and assigns, the rights to add additional restrictive covenants in respect to lands within the Properties to be conveyed in the future by the Company to the Association or to any other third party, 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.

5. In the event of a violation or breach of any of the restrictions contained herein by any Property Owner, tenant of such Owner, or agent of such Owner, the Owners of Properties in Forest Lakes, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof.

In addition to the foregoing, the Company or its agent shall have the right, whenever there shall have been placed or constructed on any Property in Forest Lakes any building, structure, chemical, substance, object, material, or condition which is in violation of these covenants and 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, tenant, or agent of the Owner; provided, however, that whenever stated in these covenants that the Company may serve notice requiring immediate corrective action, and such action is not performed immediately by the Owner, tenant, or agent of the Owner, the Company or its agent shall have the right to enter immediately and summarily abate or remove such violation at the expense of the Owner. Any such entry and abatement or removal shall not be deemed trespass.

In addition to the foregoing, the Company or its agent shall have the right, whenever permitted by any restriction contained in Article III of this Declaration, to enter immediately (unless otherwise specifically stated in said Article III) any Property in Forest Lakes to implement environmental controls, to take corrective action, or to take any action necessary. Whenever specifically stated in said

Article III, the cost of such action, when performed by the Company or its agent shall be paid by the Owner of the Property on which the work is performed. Entrance upon any Property pursuant to the provisions of said Article III shall not be deemed a trespass.

6. Whenever the Company or its agent is permitted by this Declaration to correct, repair, enhance, improve, clean, preserve, clear out, remove, or take 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.

7. 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 such right to enforce.

8. Whenever the Company or its agent is permitted by this Declaration to correct, repair, enhance, improve, clean, preserve, clear out, remove, or take any action on any Property or on the easement areas adjacent thereto, and whenever it is stated in this Declaration that the cost of such action (hereinafter called the Cost of Corrective Action) shall be paid by the Owner of the Property on which such corrective action is performed, the Cost of Corrective Action, together with such interest thereon at the maximum annual rate permitted by law from the due date and costs of collection therefor including a reasonable attorney fee as hereinafter provided, shall be a charge and continuing lien on the real Property and improvements thereon, against which the Cost of Corrective Action is charged, in the hands of the then Owner, his heirs, devisees, personal representatives, tenants, and assigns, and in addition shall also be the personal obligation of the Owner of such real Property at the time when such Cost of Corrective Action becomes due and payable. The Cost of Corrective Action shall be billed at the completion of such corrective action, and all bills shall be due and payable thirty (30) days from the date of mailing of same.

If the Cost of Corrective Action is not paid within thirty (30) days after the due date, the Company or its agent may bring an action at law against the Property Owner personally and there shall be added to the amount of such Cost of Corrective Action the costs of preparing the filing of the complaint in such action and a reasonable attorney's fee, and in the event a judgment is obtained, such judgment shall include interest on the Cost of Corrective Action as above provided and a reasonable attorney's fee together with the costs of the action.

The lien of the Cost of Corrective Action provided for herein shall be subordinate to the lien of any first or second deed of trust now or hereafter placed upon any Property subject to these covenants. In the event a creditor (other than the Company or the creditor of the Company) acquires title to any Property pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, said creditor shall be subject to any lien of the Cost of Corrective Action placed upon such Property during the time in which the creditor holds title to such Property.

9. The Company reserves unto itself, its successors and assigns, and Frank A. Kessler the right to bring within the plan and operation of this Declaration additional property. Such property may be subject to this Declaration as one parcel or as several smaller parcels at different times. The additions authorized herein shall be made by recording a Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions with respect to the additional property which shall extend the operation and effect of the Rights, Restrictions, Affirmative Obligations and Conditions of this Declaration to such additional property. The Supplementary Declaration may contain such complementary additions and/or modifications of the Rights, Restrictions, Affirmative Obligations and Conditions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Company or Frank A. Kessler, to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Declaration, but such modifications shall have no effect upon the Property described in Exhibit "A" or upon any other additions to the Properties.

10. The Company reserves unto itself, its successors and assigns, the right to assign in whole or in part to the Association its rights reserved in these covenants to grant approvals (or disapprovals), to establish rules and regulations, to administer and enforce the provisions of this Declaration, and all other rights reserved herein by the Company including, but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan, land management plan, and construction schedules for any or all buildings or structures to be erected in any or all of the Properties. The assignment of such rights shall be subject to any conditions, limitations, or restrictions which the Company, in its sole and uncontrolled discretion, may elect to impose at the time of assignment. Following the assignment of such rights, the Association shall assume all of the Company's obligations which are incident thereto (if any), and the Company shall have no further obligation or liability with respect thereto. The assignment of such right or rights by the

Company to the Association shall be made by written instrument which shall be recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

Notwithstanding anything in the foregoing to the contrary, so long as the Company, its successors and assigns, is the Owner of Property subject to the provisions of this Declaration, the Company shall retain all rights of easement reserved unto it in this Declaration, and shall, furthermore, retain all rights of entry granted in this Declaration for the purposes of correcting, repairing, enhancing, improving, cleaning, preserving, clearing out, removing, or taking any action to prevent a violation of these Covenants, and the retention of said rights of easement and entry by the Company shall in no way create any obligation on the part of the Company to perform any affirmative action.

11. The Company reserves unto itself, its successors and assigns, the right to appoint the Association its agent for the purpose of administering and enforcing, in whole or in part, the rights reserved unto the Company in this Declaration. Such appointment may be temporary or permanent, and shall be subject to any conditions, limitations, or restrictions which the Company, in its sole and uncontrolled discretion, may elect to impose. Upon any such appointment of the Association as agent by the Company, the Association shall assume any obligations which are incident thereto.

12. Forest Lakes Associates has established and published certain covenants and land use restrictions (the "Declaration of Covenants and Restrictions of Forest Lakes") affecting certain Properties in Forest Lakes. Said covenants are recorded herewith in the Clerk's Office of the Circuit Court of Albemarle County, Virginia. Properties described in Exhibit "A" and the Owners of such Properties shall also be subject to the provisions of the said covenants established by Forest Lakes. Additional Properties brought within the plan and operation of this Declaration pursuant to paragraph (9) hereinabove, and Owners of such additional Properties may become subject to the provisions of said covenants established by Forest Lakes Associates. In the event of any conflict between this Declaration and the said covenants, this Declaration shall prevail.

13. The Company or its agent shall not be liable to any Property Owner or to any other person on account of any claim, liability, damage, or expense suffered, incurred by, or threatened against any Property Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents,

or required approvals which must be obtained from the Company or from the County of Albemarle, Virginia, whether given, granted or withheld.

14. Should any covenants or restrictions 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 way affect the other provisions hereof which are hereby to be severable and which shall remain in full force and effect.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed in its behalf.

FOREST LAKES ASSOCIATES,
a Virginia general partnership

By: Frank A. Kessler (SEAL)
Frank A. Kessler, Partner

By: INVESTORS REAL ESTATE
INVESTMENT COMPANY, PARTNER

By: Shirley M. Moore (SEAL)
Vice President

STATE OF VIRGINIA

CITY/COUNTY OF Albemarle, to wit:

The foregoing instrument was acknowledged before me this 5th day of October, 1988, by Frank A. Kessler as Partner of Forest Lakes Associates.

My commission expires: December 29, 1990

Virginia J. Harris
Notary Public

STATE OF VIRGINIA

CITY/COUNTY OF RICHMOND. to wit:

The foregoing instrument was acknowledged before me this
4th day of OCTOBER, 1988, by GEORGE F. MOORE, III as
Vice President of Investors Real Estate Investment Company, Partner
of Forest Lake Associates.

My commission expires: MARCH 12, 1991

Betty S. Harper
Notary Public

EXHIBIT A

All that certain tract or parcel of land located in Albemarle County, Virginia and shown as 302.0309 acres on the attached plat of Roudabush, Gale & Assoc., Inc. dated August 5, 1987, revised August 11, 1987 and also shown in larger scale on the subsequent four (4) sheets attached to the plat.

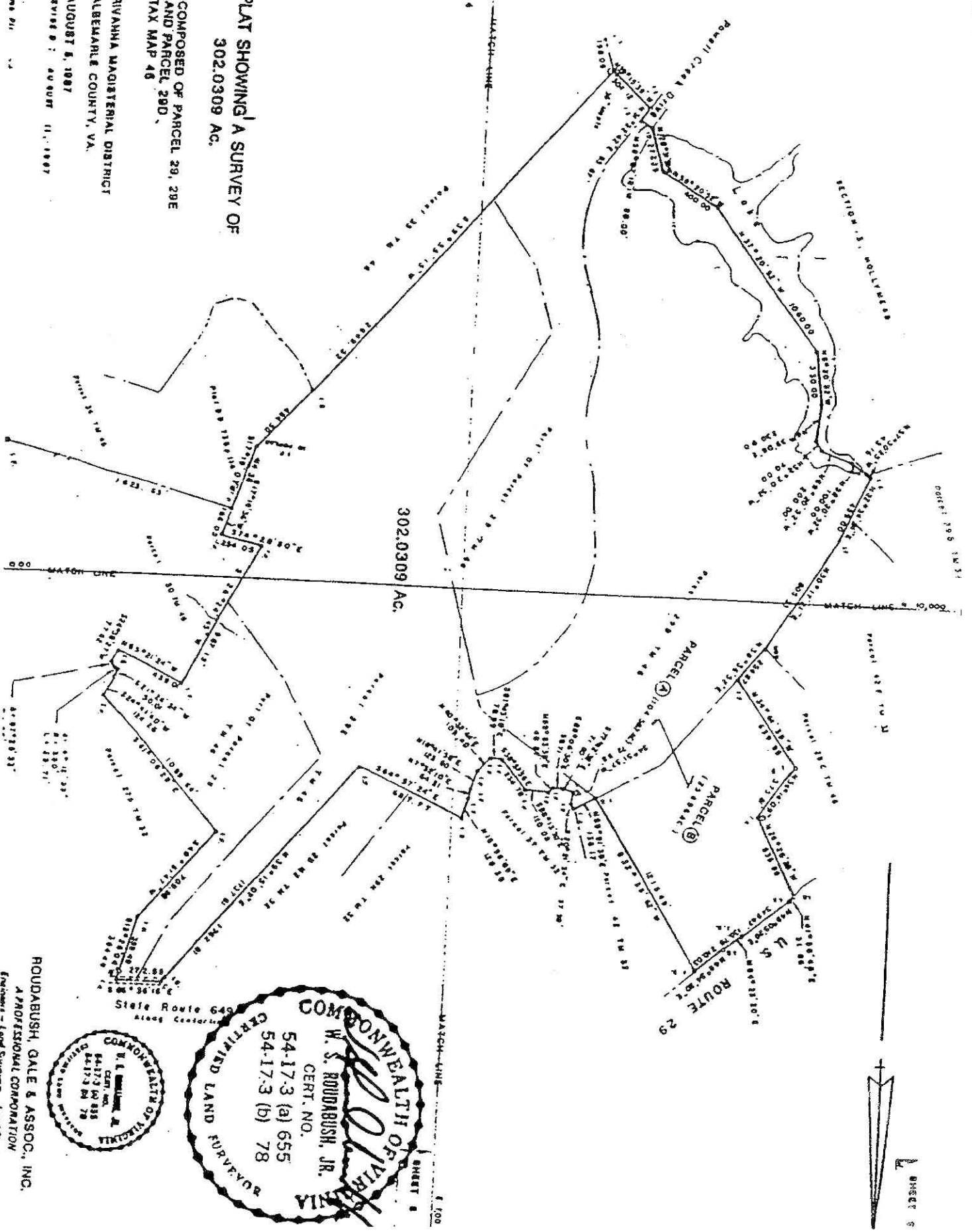
GCM389.DOC

PLAT SHOWING A SURVEY OF
302.0309 AC.

COMPOSED OF PARCEL 29, 29E
AND PARCEL 28D,
TAX MAP 46

RIVANNA MAGISTERIAL DISTRICT
ALBEMARLE COUNTY, VA.
AUGUST 5, 1987
REVISED: AUGUST 11, 1987

Division One Div.

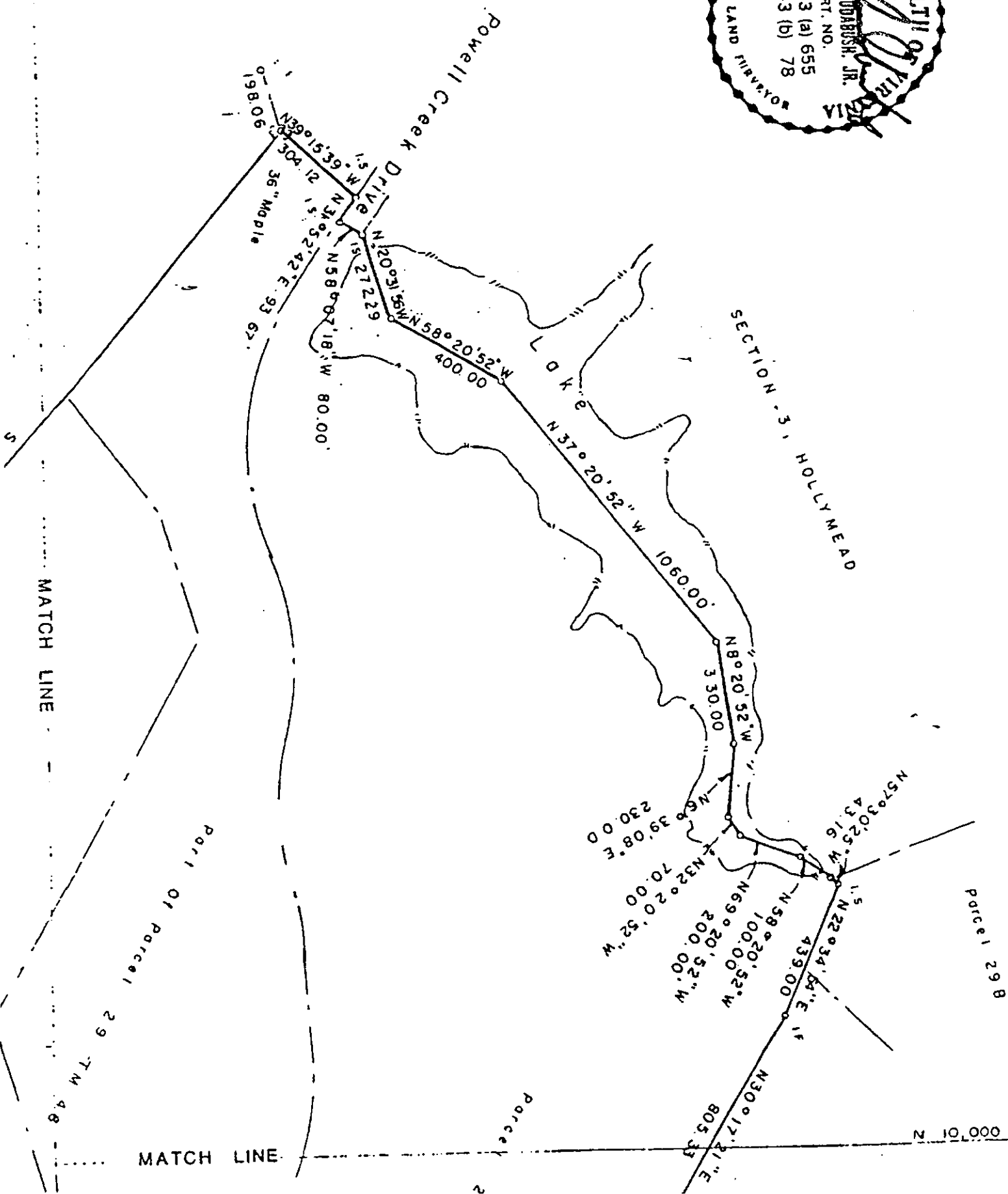
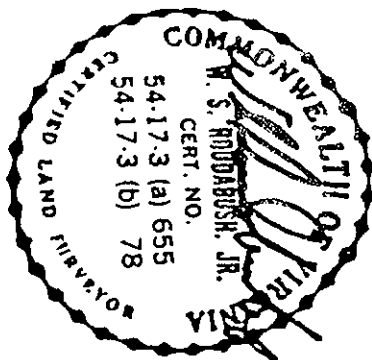


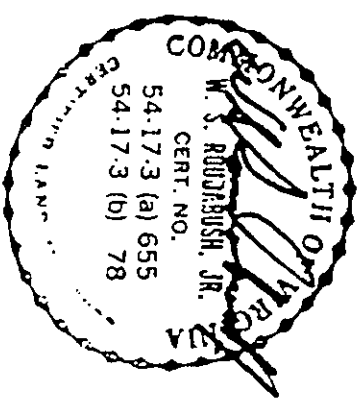
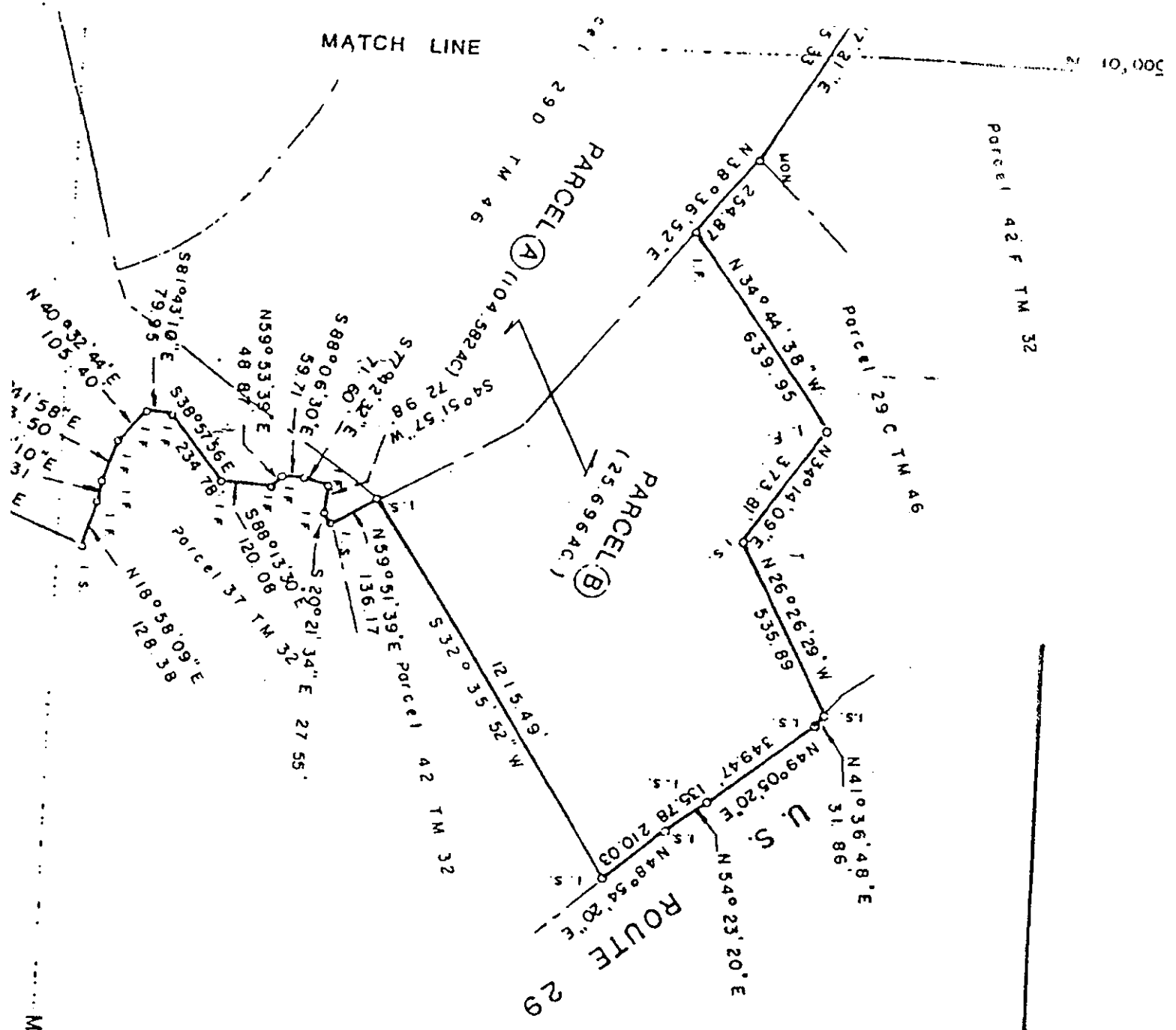
ROUDABUSH, GALE & ASSOC., INC.
A PROFESSIONAL CORPORATION
Engineers - Land Surveyors

COMMONWEALTH OF VIRGINIA
W. S. ROUDABUSH, JR.
CERT. NO.
54-17-3 (a) 655
54-17-3 (b) 78
REGISTERED LAND SURVEYOR

State Route 643
Along Centerline

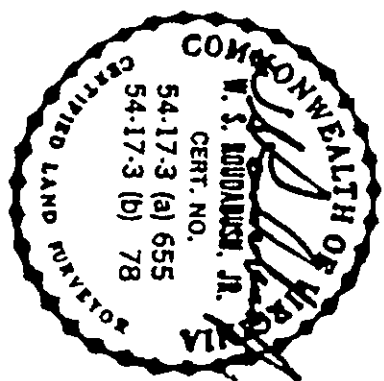
COMMONWEALTH OF VIRGINIA
B. L. BOWLING, JR.
CERT. NO.
54-17-3 (a) 655
54-17-3 (b) 78
REGISTERED LAND SURVEYOR





E 7,000

COMET



7015
7117

Parcel 35 T.M. 46

Parcel 34 T.M. 46

Parcel 1 T.M. 46

MATCH LINE

SURVEY OF

L 29, 29E

DISTRICT

302.0309 AC.

S 39° 55' 13" W

2649.52

15

484.50

I.F. IN POPLAR

44.36

S 17° 14' 36" W

166.05

S 17° 19' 07" W

114.07

P101 D B

1369

1623.63

234.05

28.50 E

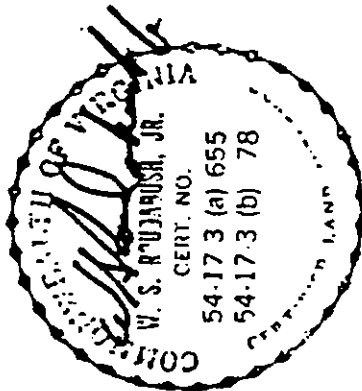
260.24

30 T.M. 46

29 T.M. 46

MATCH LINE

Parcel 35 T.M. 46
0 55' 15" 1



PLAT SHOWING A SURVEY OF
302.0309 AC.

COMPOSED OF PARCEL 29, 29E
AND PARCEL 29D
TAX MAP 46

RIVANNA MAGISTERIAL DISTRICT
ALBEMARLE COUNTY, VA.

AUGUST 5, 1987

COMMONWEALTH OF VIRGINIA



(114 6-022 3-88)

OFFICIAL RECEIPT
ALBEMARLE CIRCUIT COURT
DEED RECEIPT

DATE: 10/14/98 TIME: 10:21:02 ACCOUNT: 00810990/893- RECEIPT: 88. 1. 1992-
CASHIER: RMM REG: 4545 TYPE: DEED PAYMENT: FULL BY PER. CREDY
INSTRUMENT : 88/3934 BOOK: PAGE: 6 RECORDED 10/14/98 AT 10:21
GRANTOR NAME : FOREST LAKES ASSOC.
GRANTEE NAME : DECLARATION
AND ADDRESS :
RECEIVED OF : KOSMIRE ETAL
DESCRIPTION : DECLARATION
CONSIDERATION: .00 ASSUMPTION: .00 MAP:

CODE DESCRIPTION	PAID	CODE DESCRIPTION	PAID
301 DEEDS	25.00		
		TOTAL TENDERED :	25.00
		TOTAL AMOUNT PAID:	25.00
		TOTAL CHANGE AMT :	.00

CLERK OF COURT: SPELEY J. MARSHALL



Trash Amendment

EX-1034:33525

Page 12

ADDENDUM TO DECLARATION OF RIGHTS,
RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND
CONDITIONS APPLICABLE TO ALL PROPERTY IN
FOREST LAKES

Pursuant to Article V, paragraph 2 of the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable To All Property In Forest Lakes, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1018, beginning at page 373, the owners have decided to amend the aforesaid document. Attached hereto as Exhibit A is the information required regarding the meeting of the Association at which the following covenant was adopted as an amendment and supplement to the Declaration recorded in the aforesaid Clerk's Office in Deed Book 1018, page 373. Forest Lakes Associates, the Company, as evidenced by its signature hereto, consents to the amendment and supplement to this Declaration.

W I T N E S S E T H :

Pursuant to a duly called meeting as set forth on Exhibit A, there is added to Paragraph 7b of Article IV of the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions of record in the aforesaid Clerk's Office in Deed Book 1018, beginning at page 373 the following:

"Garbage and trash pickup shall be only through such company, companies or individuals as are designated and approved in writing in advance by the Association. The Association, in its sole discretion, may designate from time to time one or more companies and/or individuals for this purpose."

Therefore, effective February 15, 1989 Paragraph 7b of

Article IV reads as follows:

"Garbage pickup shall take place at such locations as are approved or designated by the company. If curbside pickup occurs, no owner shall place the receptacles at the curb

EX 103446526

earlier than six (6) hours before pickup and shall remove it within six (6) hours after pickup. Garbage and trash pickup shall be only by such company, companies or individuals as are designated and approved in advance by the Association. The Association, in its sole discretion, may designate from time to time one or more companies and/or individuals for this purpose."

WITNESS, the following signatures and seals this 26th day of January, 1989.

FOREST LAKES ASSOCIATES, a
Virginia Partnership

By: Frank A. Kessler (SEAL)
Frank A. Kessler, Partner

By: INVESTORS REAL ESTATE
INVESTMENT COMPANY, Partner

By: Harold W. Moore (SEAL)

FOREST LAKES COMMUNITY
ASSOCIATION, INC.

By: James J. Etheridge (SEAL)
President

STATE OF VIRGINIA

CITY/COUNTY OF Albemarle, to wit:

The foregoing instrument was acknowledged before me this
26th day of January, 1989, by Frank A. Kessler as
Partner of Forest Lakes Associates.

My commission expires: October 30, 1992

Maryna G. Ford
Notary Public

EX 103-110527

STATE OF VIRGINIA

CITY/COUNTY OF Richmond, to wit:

The foregoing instrument was acknowledged before me this
7th day of February, 1988, by George E. Moore III as
Vice President of Investors Real Estate Investment Company,
partner of Forest Lakes Associates..

My commission expires: My Commission Expires November 5, 1989

Diana Cozo Stearn
Notary Public

STATE OF VIRGINIA

CITY/COUNTY OF Allemanle, to wit:

The foregoing instrument was acknowledged before me this
16th day of January, 1988 by Denise Y. Ettridge as
resident of Forest Lakes Community Association, Inc.

My commission expires: October 30, 1992

Mirna J. Lord
Notary Public

061417 1:528

EXHIBIT A
FOR ADDENDUM TO DECLARATION OF RIGHTS,
RESTRICTIONS, AFFIRMATIVE OBLIGATIONS,
AND CONDITIONS APPLICABLE TO ALL PROPERTY
IN FOREST LAKES

Date of Meeting of Owners: January 26, 1989
Date Notice of Meeting Given to Owners: January 6, 1989
Total Number of Votes of Owners of Property Substantially
Affected by Such Amendment: 345
Total Number of Votes Required to Constitute a Quorum at
Meeting of Owners: 104
Total Number of Votes of Owners Present at Said Meeting: 265
Total Number of Votes Necessary to Adopt Such Amendment: 177
Total Number of Votes Cast in Favor of Such Amendment: 177
Total Number of Votes Cast Against Such Amendment: 0
This statement is certified as true and correct this 26
day of January, 1989.

FOREST LAKES COMMUNITY
ASSOCIATION, INC.

By: [Signature] (SEAL)
President

Attested: [Signature] (SEAL)
Secretary

CCM001.ADR

INSTRUMENT NUMBER: _____

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALBEMARLE COUNTY:
THIS DEED WAS PRESENTED, AND WITH CERTIFICATE ANNEXED, ADMITTED TO RECORD
ON Feb 9, 1989, at 12:16 O'CLOCK PM

STATE TAX	\$	(039)
LOCAL TAX	\$	(213)
TRANSFER FEE	\$	(212)
CLERK'S FEE	\$	<u>10.00</u> (301)
PLAT	\$	
Sec. 58.1-502		
STATE TAX	\$	(038)
LOCAL TAX	\$	(220)
LOCAL TAX	\$	(223)
TOTAL	\$	<u>10.00</u>

TESTE:

SHELY J. MARSHALL, CLERK

BY:

[Signature]
DEPUTY CLERK

COMMONWEALTH OF VIRGINIA



(11-6-022 7/88)

OFFICIAL RECEIPT
ALBEMARLE DISTRICT COURT
DEED RECEIPT

DATE: 02/29/99 TIME: 12:19:21 ACCOUNT: 100CL69+1002 RECEIPT: 2110.000000
CASHIER: 406 4061 4505 TYPE: DEED PAYMENT: FULL BY PERS. CHECK
INSTRUMENT : 2941032 BOOK: 0 PAGE: 0 RECORDED 02/29/99 12:19
GRANTOR NAME : FOREST LAKES
GRANTEE NAME : ADDENDUM TO DECLARATION
AND ADDRESS :
RECEIVED OF : MCQUIRE ETAL
DECLARATION 1: ADDENDUM TO DECLARATION OF RIGHTS, RESTRICTIONS ETC
2: FOREST LAKES
CONSIDERATION: .00 ASSUMPTION: .00 *12:

DEED DESCRIPTION	PAID	DEED DESCRIPTION	PAID
2941 10000	10.00		
		TOTAL TENDERED :	10.00
		TOTAL AMOUNT PAID:	10.00
		TOTAL CHANGE AMT :	.00

CLERK OF COURT: SHELBY J. MARSHALL

OC-18 5/88



ADDENDUM OR CLARIFICATION TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
FOREST LAKES

Pursuant to Article VIII, Section 2 of the Declaration of Covenants and Restrictions of Forest Lakes, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1018, page 318, the owners have decided to amend or clarify a section of the aforesaid document. Attached hereto as Exhibit A is the information required regarding the meeting of the association at which the following covenant was adopted as an amendment or clarification to the Declaration recorded in the aforesaid Clerk's Office in Deed Book 1018, page 318. Forest Lakes Associates, the company, as evidenced by its signature hereto, consents to the amendment and supplement to this Declaration.

W I T N E S S E T H :

Whereas, the word members in the first sentence of Section 3, Article III should not have been capitalized, and pursuant to a duly called meeting as set forth on Exhibit A, it is agreed that Section 3 of Article III, reads as follows:

"Section 3. Governance. The Association shall be governed by a Board of Directors consisting of seven (7) members. The number and term of such Directors is to be determined in accordance with the provisions of the Articles of Incorporation of the Association. Except as may be otherwise provided in the Articles of Incorporation, there shall be two (2) classes of Directors: Class I Directors shall be elected by the Type "A", "B", "C" and "D" Members, and Class II Directors shall be elected by the Type "E" Members.

WITNESS, the following signatures and seals this 28th day
of April, 1989.

FOREST LAKES ASSOCIATES, a
Virginia Partnership

By: Frank A. Kessler (SEAL)
Frank A. Kessler, Partner

By: INVESTORS REAL ESTATE
INVESTMENT COMPANY, Partner

By: _____ (SEAL)

FOREST LAKES COMMUNITY
ASSOCIATION, INC.

By: Denise Y. Etheridge (SEAL)
Denise Y. Etheridge,
President

STATE OF VIRGINIA

CITY/COUNTY OF Allemonde, to wit:

The foregoing instrument was acknowledged before me this
28th day of April, 1989, by Frank A. Kessler as
Partner of Forest Lakes Associates.

My commission expires: October 30, 1992

Myron G. Ford
Notary Public

EXHIBIT A
FOR ADDENDUM OR CLARIFICATION TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
FOREST LAKES

Date of Meeting of Owners: March 30, 1989

Date Notice of Meeting Given to Owners: March 9, 1989

Total Number of Votes of Owners of Property Substantially
Affected by Such Amendment: 345

Total Number of Votes Required to Constitute a Quorum at
Meeting of Owners: 104

Total Number of Votes of Owners Present at Said Meeting: 248

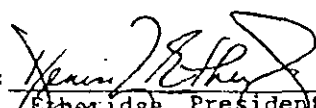
Total Number of Votes Necessary to Adopt Such Amendment: 165

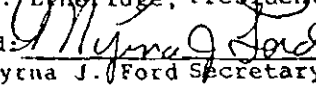
Total Number of Votes Cast in Favor of Such Amendment: 248

Total Number of Votes Cast Against Such Amendment: 0

This statement is certified as true and correct this 28th
day of April, 1989.

FOREST LAKES COMMUNITY
ASSOCIATION, INC.

By:  (SEAL)
Denise Y. Etheridge, President

Attested:  (SEAL)
Myrna J. Ford Secretary/Treasurer

STATE OF VIRGINIA

~~CITY~~/COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me this
_____ day of _____, 1989, by _____ as
_____ of Investors Real Estate Investment Company
as Partner of Forest Lakes Associates.

My commission expires: _____

Notary Public

STATE OF VIRGINIA

CITY/COUNTY OF Alleman, to wit:

The foregoing instrument was acknowledged before me this
28th day of April, 1989, by Denise Y. Etheridge
as President of Forest Lakes Community Association, Inc.

My commission expires: October 30, 1992

Myrna G. Ford
Notary Public

GCM001.ADC

AMENDMENT TO DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE
TO ALL PROPERTY IN FOREST LAKES

Pursuant to Article V, paragraph 2 of the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to all Property in Forest Lakes, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 1018, beginning at page 373, the owners have decided to release from the aforesaid Declaration a portion of the real estate described in Exhibit A attached to the Declaration. Attached hereto as an exhibit is the information required regarding the meeting of the association at which the following amendment was adopted. Forest Lakes Associates, the Company, as evidenced by its signature hereto, consents to this amendment to the Declaration.

W I T N E S S E T H:

Pursuant to a duly called meeting as set forth on the attached exhibit, the following described real estate situated in Albemarle County, Virginia is released in full from the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to all Property in Forest Lakes of record in the aforesaid Clerk's Office in Deed Book 1018, page 373:

The northern portion of Tract I, designated as "9.148 acres zoned H.C." and Out Parcel No. 1 as shown on a plat consisting of two sheets of Roudabush, Gayle & Assoc., Inc. dated April 19, 1909, last revised August 29, 1989, entitled "Subdivision Plat of Tracts I through VII and Out Parcels 1 through 3 Forest Lakes - North Area Near Intersection U.S. Route 29 and St. Route 649 Rivanna District, Albemarle County, Virginia" recorded in the Clerk's Office of the Circuit Court of Albemarle County in Deed Book 1071, beginning at page 494.

Except as to the property released herein, the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to all Property in Forest Lakes remains in full force and effect.

The name of Frank A. Kessler, General Partner of Forest Lakes Associates, has been signed hereto by Stephen N. Runkle, as

attorney in fact under Power of Attorney dated December 18, 1989,
recorded in the aforesaid Clerk's Office in Deed Book 1082, page
560.

WITNESS the following signatures and seals this 1st day of
February, 1990.

FOREST LAKES ASSOCIATES, a
Virginia Partnership

By: Frank A. Kessler (SEAL)
Frank A. Kessler, General
Partner

By: Stephen N. Runkle (SEAL)
Stephen N. Runkle, Attorney-in-
Fact

By: INVESTORS REAL ESTATE
INVESTMENT COMPANY, Partner

By: George K. Moor (SEAL)

FOREST LAKES COMMUNITY ASSOCIATION,
INC.

By: Ruth C. Spivey (SEAL)
President

STATE OF VIRGINIA

CITY/COUNTY OF Allemanville, to wit:

The foregoing instrument was duly acknowledged before me
this 19th day of February, 1990, by Stephen
N. Runkle, as Attorney-in-Fact for Frank A. Kessler, Partner,
Forest Lakes Associates.

Mylene J. Ford
Notary Public

My commission expires: October 30, 1992

STATE OF VIRGINIA

CITY/COUNTY OF RICHMOND, to wit:

The foregoing instrument was duly acknowledged before me
 this 20th day of FEBRUARY, 1990, by
GEORGE E. MOGENTHE as SE. VICE PRESIDENT of Investors
 Real Estate Investment Company.

Betty S. Harper
 Notary Public

My commission expires: MARCH 12, 1991

STATE OF VIRGINIA

CITY/COUNTY OF Aldomarie, to wit:

The foregoing instrument was duly acknowledged before me
 this 21st day of February, 1989^{90 Jan}, by
Richard C. Spigorne as President of Forest Lakes
 Community Association, Inc.

Frederick R. McDonald
 Notary Public

My commission expires: November -, 1992

EXHIBIT
FOR AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

Date of Meeting of Owners: January 27, 1990

Date Notice of Meeting Given to Owners: January 11, 1990

Total Number of Votes of Owners of Property Substantially
Affected by Such Amendment: 638

Total Number of Votes Required to Constitute a Quorum at Meeting
of Owners: 191

Total Number of Votes of Owners Present at Said Meeting:
512

Total Number of Votes Necessary to Adopt Such Amendment:
327

Total Number of Votes Cast in Favor of Such Amendment:
488

Total Number of Votes Cast Against Such Amendment:
8

This statement is certified as true and correct this 21st
day of February, 1990.

FOREST LAKES COMMUNITY ASSOCIATION,
INC.

By: Richard C. Spivey (SEAL)
President

Attested: Debra S. Koch (SEAL)
Secretary

BAGCM1002.DOC

INSTRUMENT NUMBER _____

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALBEMARLE COUNTY:

THIS DEED WAS PRESENTED, AND WITH CERTIFICATE ANNEXED, ADMITTED TO RECORD

ON Feb 23, 1990 at 3:44 o'clock P.

STATE TAX	\$	_____	(039)
LOCAL TAX	\$	_____	(213)
TRANSFER FEE	\$	_____	(212)
CLERK'S FEE	\$	<u>10.00</u>	(301)
PLAT	\$	_____	

Sec. 58.1-502

STATE TAX	\$	_____	(038)
LOCAL TAX	\$	_____	(220)
LOCAL TAX	\$	_____	(223)

TOTAL \$ 10.00

TESTE:

SHELLEY J. MARSHALL, CLERK

BY: Dan Gibson
DEPUTY CLERK

1142 527

001667

AMENDMENT TO DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE
TO ALL PROPERTY IN FOREST LAKES

Pursuant to Article V, paragraph 2 of the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to all Property in forest Lakes, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 1018, beginning at page 373, with subsequent amendments and addendums thereto, the owners have decided to release from the aforesaid Declaration Parcel "Z" (0.834 Ac.) as shown on the attached plat of Roudabush, Gale & Assoc. Inc. dated December 4, 1990. Attached hereto as an Exhibit is the information required regarding the meeting of the Association at which the amendment was adopted. Forest Lakes Associates, the Company, as evidenced by its signature hereto, consents to this amendment to the Declaration.

W I T N E S S E T H :

Pursuant to a duly called meeting as set forth on the attached Exhibit, the following described real estate situated in Albemarle County, Virginia is released in full from the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to all Property in Forest Lakes of record in the aforesaid Clerk's Office in Deed Book 1018, page 373 as amended from time to time and is released as Common Area:

Parcel "Z" as shown on the attached plat of Roudabush, Gale & Assoc. Inc. dated December 14, 1990 entitled "Plat Showing Parcel 'Z' containing 0.834 Acres A Portion of Parcel 29F Tax Map 46 Hereby Added To and Becoming A Portion of Parcel 34, Tax Map 46.

01150 19526

Except as to the property released herein, the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to all Property in Forest Lakes remains in full force and effect.

The name of Frank A. Kessler, general partner of Forest Lakes Associates, has been signed hereto by Stephen N. Runkle, as attorney-in-fact under power-of-attorney dated December 18, 1989, recorded in the Clerk's Office of the Circuit Court of Albemarle County in Deed Book 1082, Page 560.

WITNESS the following signatures and seals this 25th day of February, 1991.

FOREST LAKES ASSOCIATES, a Virginia
General Partnership

By: Frank A. Kessler (SEAL)
Frank A. Kessler, Partner

By: Stephen N. Runkle (SEAL)
Stephen N. Runkle
Attorney-In-Fact

BY: INVESTORS REAL ESTATE INVESTMENT
COMPANY, PARTNER

By: Michael W. [Signature] (SEAL)

FOREST LAKES COMMUNITY ASSOCIATION, INC.

By: Robert C. Spivey (SEAL)

RECEIVED 1991

STATE OF VIRGINIA:

CITY/COUNTY OF Albemarle

The foregoing instrument was duly acknowledged before me
this 4th day of March, 1991 by Stephen A.
Runkle as attorney-in-fact for Frank A. Kessler, partner.

Myron J. Ford
Notary Public

My commission expires:

STATE OF VIRGINIA:

CITY/COUNTY OF Richmond, to-wit:

The foregoing instrument was duly acknowledged before me
this 28th day of February, 1991, by
George E. Moore, III as Se Vice President of
Investors Real Estate Investment Company, partner.

Cheryl M. White
Notary Public

My commission expires: September 30, 1994

STATE OF VIRGINIA:

CITY/COUNTY OF Albemarle, to-wit:

The foregoing instrument was duly acknowledged before me
this 5th day of March, 1991, by
Richard C. Spigone as President of Forest Lakes
Community Association, Inc.

My commission expires: 10/30/92

Myron J. Ford
Notary Public

EXHIBIT 3530

EXHIBIT
FOR AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

Date of Meeting of Owners:	January 28, 1991
Date Notice of Meeting Given to Owners:	<u>Jan. 1, 1991</u>
Total Number of Votes of Owners of Property Substantially Affected by Such Amendment	<u>458</u>
Total Number of Votes Required to Constitute a Quorum at Meeting of Owners:	<u>2/3</u>
Total Number of Votes of Owners Present at Said Meeting:	<u>660</u>
Total Number of Votes Necessary to Adopt Such Amendment:	<u>436</u>
Total Number of Votes Cast In Favor of Such Amendment:	<u>534</u>
Total Number of Votes Cast Against Such Amendment:	<u>14</u>

This statement is certified as true and correct this 5th day of March, 1991.

FOREST LAKES COMMUNITY ASSOCIATION,

INC.
By: Richard C. Jones (SEAL)
President

Attested: Debra S. Koch (SEAL)
Secretary

BAGCM003.C&R

OWNER'S APPROVAL

THE SUBDIVISION OF THE LAND DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER, PROPRIETORS, AND TRUSTEES. ANY REFERENCE TO FUTURE POTENTIAL DEVELOPMENT IS TO BE DEEMED AS THEORETICAL ONLY. ALL STATEMENTS AFFIXED TO THIS PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Frank W. ...

OWNER'S APPROVAL

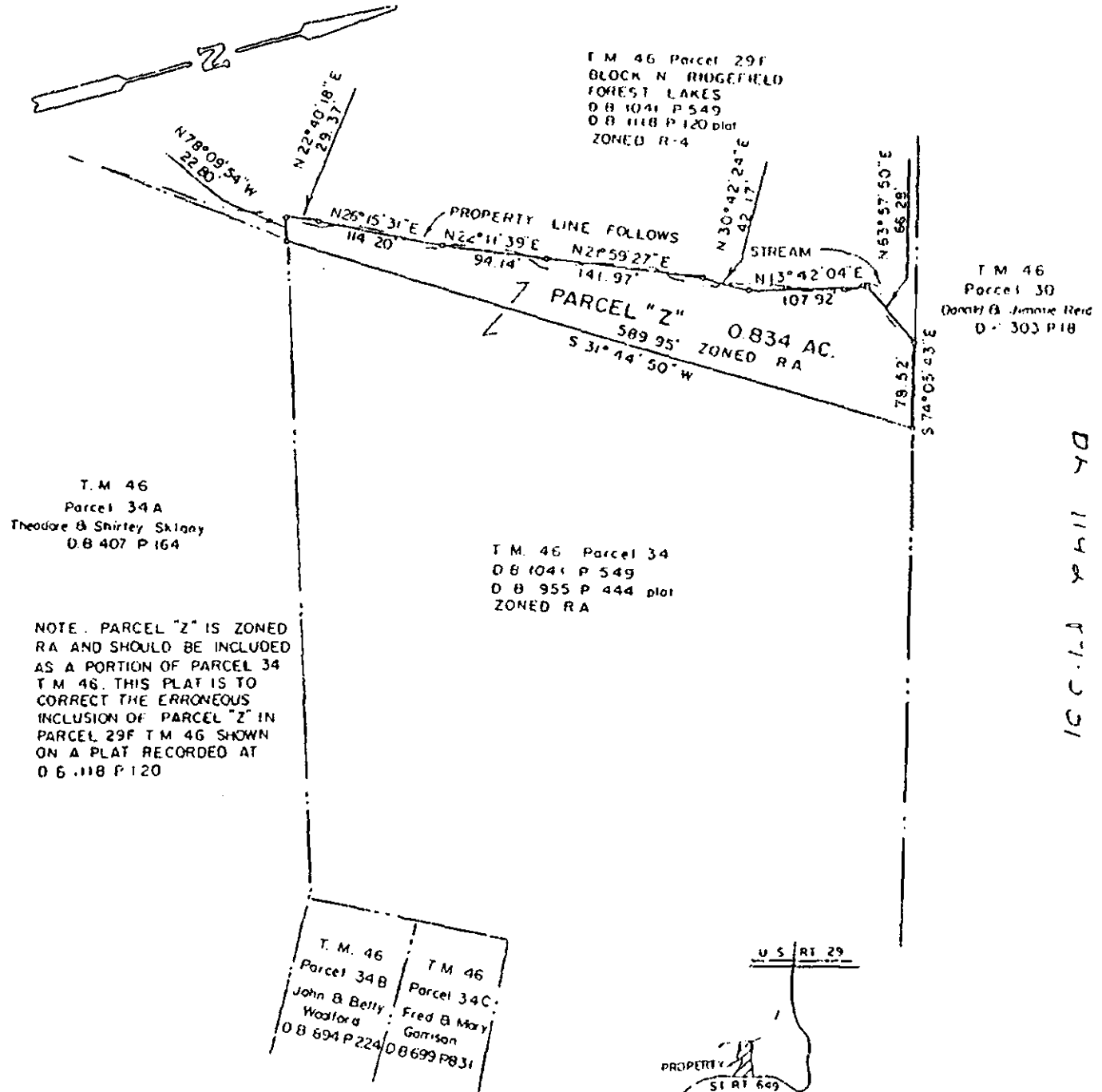
THE SUBDIVISION OF THE LAND DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER, PROPRIETORS, AND TRUSTEES. ANY REFERENCE TO FUTURE POTENTIAL DEVELOPMENT IS TO BE DEEMED AS THEORETICAL ONLY. ALL STATEMENTS AFFIXED TO THIS PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

George W. ...

APPROVED FOR RECORDATION

U. Wayne ...
DATE

OWNER FORES. LAKES ASSOC
P.O. BOX 5207
CHARLOTTESVILLE, VA 22905



PLAT SHOWING PARCEL "Z"
CONTAINING 0.834 ACRES

VICINITY MAP

A PORTION OF PARCEL 29F TAX MAP 46
HEREBY ADDED TO AND BECOMING A PORTION OF
PARCEL 34 TAX MAP 46
LOCATED ON STATE ROUTE 649

W. J. ...

DL 1142 11-1-01

EX-115-19532

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALBEMARLE.

THIS DEED WAS PRESENTED, AND WITH CERTIFICATE ANNEXED, IS ADDED.

TO RECORD ON March 6, 1991, AT 2:53 O'CLOCK P M.

STATE TAX	\$		(039)
LOCAL TAX	\$		(213)
TRANSFER FEE	\$		(212)
VSLF	\$	1.00	(145)
CLERK'S FEE	\$	12.00	(301)
PLAT	\$	2.00	

SEC.58.1-802:

STATE TAX	\$		(038)
LOCAL TAX	\$		(220)
LOCAL TAX	\$		(223)

TOTAL \$ 15.00

TESTE:

SHELBY J. MARSHALL, CLERK

BY: Ram Gibson
DEPUTY CLERK

AMENDMENT TO DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE
TO ALL PROPERTY IN FOREST LAKES

Pursuant to Article V, paragraph 2 of the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to all Property in Forest Lakes, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 1018, beginning at page 373, the Owners have decided to release from the aforesaid Declaration a portion of the real estate described in Exhibit A attached to the Declaration. Attached hereto as an exhibit is the information required regarding the meeting of the association at which the following amendment was adopted. Forest Lakes Associates, the Company, as evidenced by its signature hereto, consents to this amendment to the Declaration.

W I T N E S S E T H:

Pursuant to a duly called meeting as set forth on the attached exhibit, the following described real estate situated in Albemarle County, Virginia is released in full from the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to all Property in Forest Lakes of record in the aforesaid Clerk's Office in Deed Book 1018, page 373, and subsequent supplements thereto:

5.966 acres, as shown on a plat of Roudabush, Gale & Assoc., Inc. dated December 6, 1994 entitled "Plat Showing T.M.L. 1634-7 Located at 'Forest Lakes' - North Section", hereto attached and any portion of Lot B (4.865 acres) as shown on a plat of Roudabush, Gale & Assoc., Inc., consisting of two sheets

EX 145380299

dated November 1, 1994 entitled "Subdivision
Plat Showing Lots B, C and D, A Division of
Parcel 1, Tax Map 46B4 Forest Lakes North
Section" recorded prior hereto.

Except as herein amended, the Declaration of Rights,
Restrictions, Affirmative Obligations and Conditions Applicable
to all Property in Forest Lakes remains in full force and effect.

WITNESS the following signatures and seals this 7th day of

February, 1995.

FOREST LAKES ASSOCIATES, a Virginia
Partnership

By: Stephen N. Runkle (SEAL)
Stephen N. Runkle, Partner

FOREST LAKES COMMUNITY ASSOCIATION, INC.

By: John P. McDonald (SEAL)
President

STATE OF VIRGINIA

CITY/COUNTY OF Allegheny, to wit:

The foregoing instrument was duly acknowledged before me
this 9th day of January, 1995, by Stephen
N. Runkle, as Partner of Forest Lakes Associates.

Mynna G. Jord
Notary Public

My commission expires: 10/31/96

BK 1453PG0300

STATE OF VIRGINIA

CITY/COUNTY OF Albemarle, to wit:

The foregoing instrument was duly acknowledged before me
this 12th day of January, 1975, by
John McDonald as President of Forest Lakes
Community Association, Inc.

John S. Koch
Notary Public

My commission expires: August 31, 1977

8K1453PG0301

EXHIBIT
FOR AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

Date of Meeting of Owners: 12-28-94
Date Notice of Meeting Given to Owners: 12-13-94
Total Number of Votes of Owners of Property Substantially
Affected by Such Amendment: 1432
Total Number of Votes Required to Constitute a Quorum at Meeting
of Owners: 496
Total Number of Votes of Owners Present at Said Meeting:
496
Total Number of Votes Necessary to Adopt Such Amendment:
331
Total Number of Votes Cast in Favor of Such Amendment:
494
Total Number of Votes Cast Against Such Amendment:
2

This statement is certified as true and correct this 12th
day of January, 1995.

FOREST LAKES COMMUNITY ASSOCIATION, INC.

By: John P. McDonald (SEAL)
President

Attested: James A. Johnson (SEAL)
Secretary

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALBEMARLE:

THIS DEED WAS PRESENTED, AND WITH CERTIFICATES ANNEXED, IS ADMITTED
TO RECORD ON Feb 2, 1995, AT 11:24 O'CLOCK A M.

STATE TAX	\$	(039)
LOCAL TAX	\$	(213)
TRANSFER FEE	\$	(212)
VSLF	\$	<u>1.00</u> (145)
CLERK'S FEE	\$	<u>12.00</u> (301)
PLAT	\$	
SEC. 58.1-902:		
STATE TAX	\$	(038)
LOCAL TAX	\$	(220)
LOCAL TAX	\$	(223)
TOTAL	\$	<u>13.00</u>

TESTE:

SHELBY J. MARSHALL, CLERK

BY: James A. Morris
DEPUTY CLERK

1288/449

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
OF FOREST LAKES

Pursuant to Article VIII, Section 2 of the Declaration of Covenants and Restrictions of Forest Lakes, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1018, beginning at page 318, with subsequent addendums thereto, the owners have decided to release from the covenants and restrictions a portion of the real estate described in Exhibit A attached to the aforesaid Declaration. Attached hereto as an Exhibit is the information required regarding the meeting of the Association at which the amendment was adopted. Forest Lakes Associates, the Company, as evidenced by its signature hereto, consents to this amendment to the Declaration.

W I T N E S S E T H:

Pursuant to a duly called meeting as set forth on the attached Exhibit, the following described real estate situated in Albemarle County, Virginia is released in full from the Declaration of Covenants and Restrictions of Forest Lakes of record in the aforesaid Clerk's Office in Deed Book 1018, page 318:

The northern portion of Tract I, designated as "9.148 acres zoned H.C" and Out Parcel No. 1 as shown on a plat consisting of two sheets of Roudabush, Gayle & Assoc., Inc. dated April 19, 1989, last revised August 29, 1989, entitled "Subdivision Plat of Tracts I through VII and Out Parcels 1 through 3 Forest Lakes - North Area Near Intersection U.S. Route 29 and St. Route 649 Rivanna District, Albemarle County, Virginia" recorded in the Clerk's Office of the Circuit Court of Albemarle County in Deed Book 1071, beginning at page 494.

Except as to the property released herein, the Declaration of Covenants and Restrictions of Forest Lakes remains in full force and effect.

The name of Frank A. Kessler, General Partner of Forest Lakes Associates, has been signed hereto by Stephen N. Runkle, as attorney in fact under Power of Attorney dated December 18, 1989,

recorded in the aforesaid Clerk's Office in Deed Book 1082, page 560.

WITNESS the following signatures and seals this 1st day of February, 1990.

FOREST LAKES ASSOCIATES, a
Virginia Partnership

By: Frank A. Kessler (SEAL)
Frank A. Kessler, General
Partner

By: Stephen N. Runkle (SEAL),
Stephen N. Runkle, Attorney-in-
Fact

By: INVESTORS REAL ESTATE
INVESTMENT COMPANY, Partner

By: George T. May (SEAL)

FOREST LAKES COMMUNITY ASSOCIATION,
INC.

By: Richard C. Spivey (SEAL)
President

STATE OF VIRGINIA

CITY/COUNTY OF Alleman, to wit:

The foregoing instrument was duly acknowledged before me
this 19th day of February, 1990, by Stephen
N. Runkle, as Attorney-in-Fact for Frank A. Kessler, Partner,
Forest Lakes Associates.

Myron G. Loral
Notary Public

My commission expires: October 30, 1992

STATE OF VIRGINIA

CITY/COUNTY OF RICHMOND, to wit:

The foregoing instrument was duly acknowledged before me
this 20TH day of FEBRUARY, 1990, by
GEORGE E. MOORE, III as SR. VICE PRESIDENT of Investors
Real Estate Investment Company.

Betty S. Harper
Notary Public

My commission expires: MARCH 12, 1991

STATE OF VIRGINIA

CITY/COUNTY OF Albemarle, to wit:

The foregoing instrument was duly acknowledged before me
this 21ST day of February, 1989, by
Richard C. Spigone as President of Forest Lakes
Community Association, Inc.

Shirley A. McDonald
Notary Public

My commission expires: November 6, 1992

GCM1001.DOC

EXHIBIT
FOR AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

Date of Meeting of Owners: January 29, 1990
Date Notice of Meeting Given to Owners: January 11, 1990
Total Number of Votes of Owners of Property Substantially
Affected by Such Amendment: 639
Total Number of Votes Required to Constitute a Quorum at Meeting
of Owners: 191
Total Number of Votes of Owners Present at Said Meeting:
512
Total Number of Votes Necessary to Adopt Such Amendment:
327
Total Number of Votes Cast in Favor of Such Amendment:
488
Total Number of Votes Cast Against Such Amendment:
8

This statement is certified as true and correct this 21st
day of February, 1990.

FOREST LAKES COMMUNITY ASSOCIATION,
INC.

By: Rubén C. Aguirre (SEAL)
President

Attested: Debra S. Koch (SEAL)
Secretary

INSTRUMENT NUMBER _____

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALBEMARLE COUNTY:

THIS DEED WAS PRESENTED, AND WITH CERTIFICATE ANNEXED, ADMITTED TO RECORD
ON Feb 23, 1990, at 3:45 o'clock P M

STATE TAX	\$	_____	(039)
LOCAL TAX	\$	_____	(213)
TRANSFER FEE	\$	_____	(212)
CLERK'S FEE	\$	<u>10.00</u>	(301)
PLAT	\$	_____	
Sec. 58.1-502			
STATE TAX	\$	_____	(038)
LOCAL TAX	\$	_____	(223)
LOCAL TAX	\$	_____	(223)
TOTAL	\$	<u>10.00</u>	

TESTE: SHELBY J. MARSHALL, CLERK
BY: Pam Gibson
DEPUTY CLERK

1142 1521

AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS OF FOREST LAKES

001666

Pursuant to Article VIII, Section 2 of the Declaration of Covenants and Restrictions of Forest Lakes, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1018, beginning at page 318, with subsequent amendments and addendums thereto, the owners have decided to release from the covenants and restrictions Parcel "Z" (0.834 Ac.) as shown on the attached plat of Roudabush, Gale & Assoc. Inc. dated December 4, 1990. Attached hereto as an Exhibit is the information required regarding the meeting of the Association at which the amendment was adopted. Forest Lakes Associates, the Company, as evidenced by its signature hereto, consents to this amendment to the Declaration.

W I T N E S S E T H :

Pursuant to a duly called meeting as set forth on the attached Exhibit, the following described real estate situated in Albemarle County, Virginia is released in full from the Declaration of Covenants and Restrictions of Forest Lakes of record in the aforesaid Clerk's Office in Deed Book 1018, Page 318 as amended from time to time and is released as Common Areas.

Parcel "Z" as shown on the attached plat of Roudabush, Gale & Assoc. Inc. dated December 14, 1990 entitled "Plat Showing Parcel 'Z' containing 0.834 Acres A Portion of Parcel 29F Tax Map 46 Hereby Added To and Becoming A Portion of Parcel 34, Tax Map 46.

Except as to the property released herein, the Declaration of Covenants and Restrictions of Forest Lakes remains in full force and effect.

EST. 1982

The name of Frank A. Kessler, general partner of Forest Lakes Associates, has been signed hereto by Stephen N. Runkle, as attorney-in-fact under power-of-attorney dated December 18, 1989, recorded in the Clerk's Office of the Circuit Court of Albemarle County in Deed Book 1082, Page 560.

WITNESS the following signatures and seals this 25th day of February, 1991.

FOREST LAKES ASSOCIATES, a Virginia
General Partnership

By: Frank A. Kessler (SEAL)
Frank A. Kessler, Partner

By: Stephen N. Runkle (SEAL)
Stephen N. Runkle
Attorney-In-Fact

BY: INVESTORS REAL ESTATE INVESTMENT
COMPANY, PARTNER

By: Sheryl M. SVP (SEAL)

FOREST LAKES COMMUNITY ASSOCIATION, INC.

By: Rebel C. Spina (SEAL)

STATE OF VIRGINIA:

CITY/COUNTY OF

The foregoing instrument was duly acknowledged before me
this 4th day of March, 1991 by Stephen A.
Runkle as attorney-in-fact for Frank A. Kessler, partner.

Myra J. Ford
Notary Public

My commission expires: 10/30/92

0111 523

STATE OF VIRGINIA:

CITY/COUNTY OF Richmond, to-wit:

The foregoing instrument was duly acknowledged before me
this 28th day of February, 1991, by
George E Moore, III as Gen. Vice President of
Investors Real Estate Investment Company, partner.

Charles M. Whitehead
Notary Public

My commission expires: September 30, 1994

STATE OF VIRGINIA:

CITY/COUNTY OF Alleghenye, to-wit:

The foregoing instrument was duly acknowledged before me
this 5th day of March, 1991, by
Richard C. Spigare as President of Forest Lakes
Community Association, Inc.

My commission expires: 10/30/92

William J. Ford
Notary Public

BAGCM002.C&R

EXHIBIT 526

EXHIBIT
FOR AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

Date of Meeting of Owners: January 28, 1991

Date Notice of Meeting Given
to Owners: Jan. 1, 1991

Total Number of Votes of Owners of
Property Substantially Affected
by Such Amendment 458

Total Number of Votes Required to
Constitute a Quorum at Meeting
of Owners: 2/3

Total Number of Votes of Owners Present
at Said Meeting: 660

Total Number of Votes Necessary to
Adopt Such Amendment: 436

Total Number of Votes Cast In Favor
of Such Amendment: 534

Total Number of Votes Cast Against
Such Amendment: 14

This statement is certified as true and correct this 5th
day of March, 1991.

FOREST LAKES COMMUNITY ASSOCIATION,
INC.

By: Richard C. [Signature] (SEAL)
President

Attested: Debra L. Koch (SEAL)
Secretary

BAGCM002.C&R

FUTURE POTENTIAL DEVELOPMENT IS TO BE
DEEMED AS THEORETICAL ONLY. ALL STATEMENTS
AFFRDED TO THIS PLAT ARE TRUE AND CORRECT TO
THE BEST OF MY KNOWLEDGE.

Frank W. Fisher

FUTURE POTENTIAL DEVELOPMENT IS TO BE
DEEMED AS THEORETICAL ONLY. ALL STATEMENTS
AFFRDED TO THIS PLAT ARE TRUE AND CORRECT TO
THE BEST OF MY KNOWLEDGE.

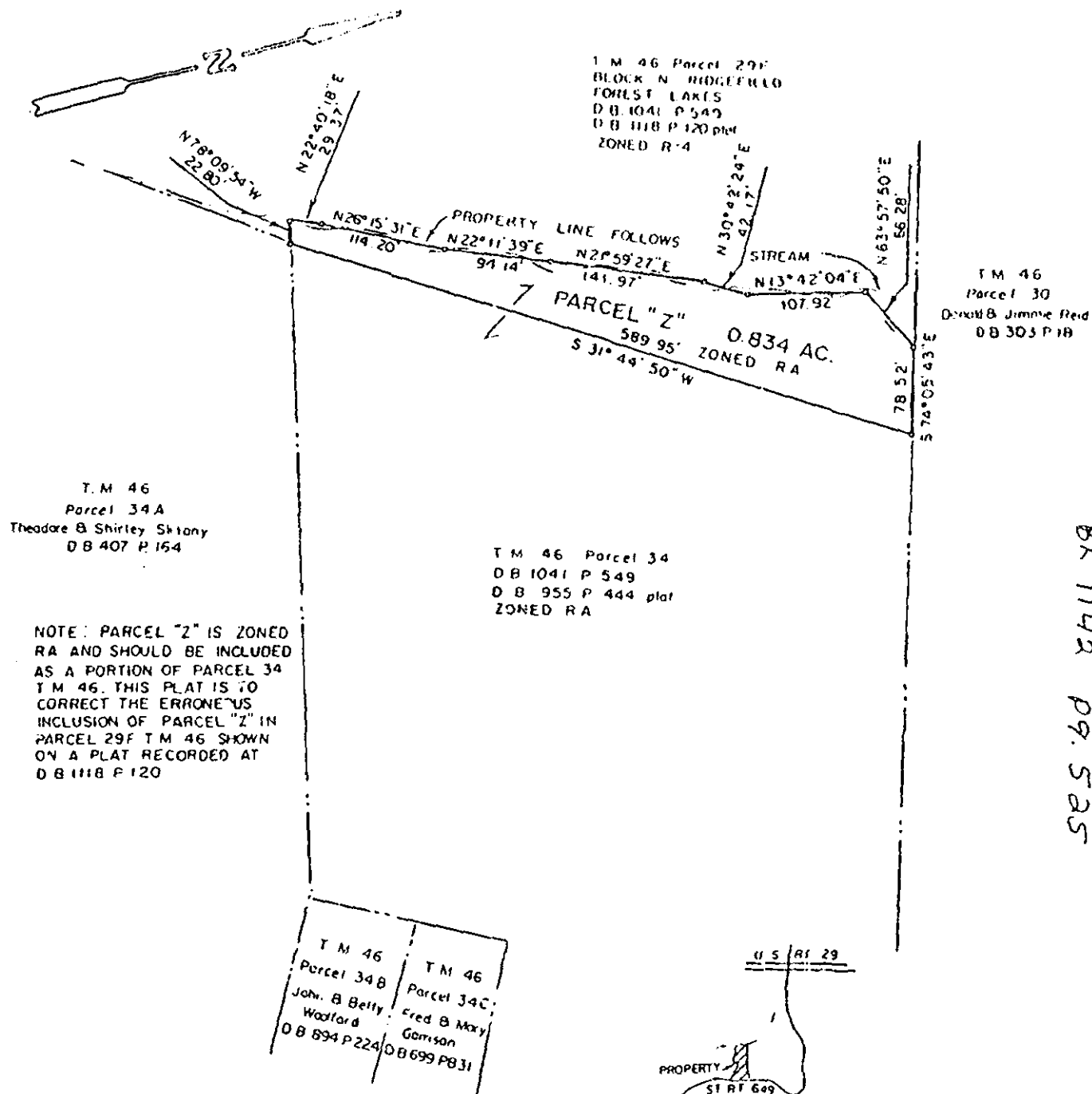
Walter M. Smith

W. Wayne Sabin

NOT

2/12/81
DATE

OWNER FOREST LAKES ASSN
P.O. BOX 5207
CHARLOTTESVILLE, VA 22905



BK 1142 PG. 525

PLAT SHOWING PARCEL "Z"
CONTAINING 0.834 ACRES
A PORTION OF PARCEL 29F TAX MAP 46
HEREBY ADDED TO AND BECOMING A PORTION OF
PARCEL 34 TAX MAP 46
LOCATED ON STATE ROUTE 649
RIVANNA MAGISTERIAL DISTRICT
ALBEMARLE COUNTY, VIRGINIA

VICINITY MAP

ROJDA BUSH, GALE & ASSOC., INC

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALBEMARLE.

THIS DEED WAS PRESENTED, AND WITH CERTIFICATE ANNEXED, IS ADDED.

TO RECORD ON March 6, 1991, AT 2:50 O'CLOCK P M.

STATE TAX	\$		(039)
LOCAL TAX	\$		(213)
TRANSFER FEE	\$		(212)
VSLF	\$	1.00	(145)
CLERK'S FEE	\$	12.00	(301)
PLAT	\$	2.00	

SEC. 52.1-802:

STATE TAX	\$		(238)
LOCAL TAX	\$		(220)
LOCAL TAX	\$		(223)

TOTAL \$ 15.00

TESTE:

SHELBY J. MARSHALL, CLERK

BY: Rm Gibson
DEPUTY CLERK

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
OF FOREST LAKES

Pursuant to Article VIII, Section 2 of the Declaration of Covenants and Restrictions of Forest Lakes, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1018, beginning at page 318, with subsequent addendums thereto, the Owners have decided to release from the covenants and restrictions a portion of the real estate described in Exhibit A attached to the aforesaid Declaration. Attached hereto as an Exhibit is the information required regarding the meeting of the Association at which the amendment was adopted. Forest Lakes Associates, the Company, as evidenced by its signature hereto, consents to this amendment to the Declaration.

W I T N E S S E T H:

Pursuant to a duly called meeting as set forth on the attached Exhibit, the following described real estate situated in Albemarle County, Virginia is released in full from the Declaration of Covenants and Restrictions of Forest Lakes of record in the aforesaid Clerk's Office in Deed Book 1018, page 318, and subsequent supplements thereto:

5.866 acres, as shown on a plat of Roudabush, Gale & Assoc., Inc. dated December 6, 1994 entitled "Plat Showing T.M.P. 46B4-7 Located at 'Forest Lakes' - North Section", hereto attached and any portion of Lot B (4.865 acres) as shown on a plat of Roudabush, Gale & Assoc., Inc., consisting of two sheets dated November 3, 1994 entitled "Subdivision Plat Showing Lots B, C and D, A Division of Parcel 1, Tax Map 46B4 Forest Lakes - North Section" recorded prior hereto.

Except as herein amended, the Declaration of Covenants and Restrictions of Forest Lakes remains in full force and effect.

WITNESS the following signatures and seals this 12th day of

June, 1995.

FOREST LAKES ASSOCIATES, a Virginia Partnership

By: Stephen N. Runkle (SEAL)
Stephen N. Runkle, Partner

FOREST LAKES COMMUNITY ASSOCIATION, INC.

By: John P. McDonald (SEAL)
President

STATE OF VIRGINIA

CITY/COUNTY OF Allemanle, to wit:

The foregoing instrument was duly acknowledged before me this 9th day of January, 1995, by Stephen N. Runkle, as Partner of Forest Lakes Associates.

Myma J. Ford
Notary Public

My commission expires: 10/31/96

0K1453PG0296

EXHIBIT
FOR AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

Date of Meeting of Owners: 12-28-95
Date Notice of Meeting Given to Owners: 12-13-94
Total Number of Votes of Owners of Property Substantially
Affected by Such Amendment: 1432
Total Number of Votes Required to Constitute a Quorum at Meeting
of Owners: 429
Total Number of Votes of Owners Present at Said Meeting: 496
Total Number of Votes Necessary to Adopt Such Amendment: 331
Total Number of Votes Cast in Favor of Such Amendment: 494
Total Number of Votes Cast Against Such Amendment: 2

This statement is certified as true and correct this 12th
day of January, 1995.

FOREST LAKES COMMUNITY ASSOCIATION, INC.

By: John P. McDonald (SEAL)
President
Attested: Frederic E. Koch (SEAL)
Secretary

STATE OF VIRGINIA

CITY/COUNTY OF Albemarle TO WIT:

The foregoing instrument was duly acknowledged before me
this 12th day of February, 1995 by
John H. Denard as President of Forest Lakes
Community Association, Inc.

[Signature]
Notary Public

My commission expires: 10/21/96

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALBEMARLE:

THIS DEED WAS PRESENTED, AND WITH CERTIFICATE ANNEXED, IS ADMITTED
TO RECORD ON Feb 2, 1995, AT 11:22 O'CLOCK A M.

STATE TAX	\$		(039)
LOCAL TAX	\$		(213)
TRANSFER FEE	\$		(212)
VSLF	\$	<u>1.00</u>	(145)
CLERK'S FEE	\$	<u>12.00</u>	(301)
PLAT	\$		
SEC. 58.1-802:			
STATE TAX	\$		(038)
LOCAL TAX	\$		(220)
LOCAL TAX	\$		(223)
TOTAL	\$	<u>13.00</u>	

TESTE:

SHELBY J. MARSHALL, CLERK

BY: [Signature]
DEPUTY CLERK

BOOK 1209 PAGE 0763

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
OF GATEWAY VILLAGE TOWNHOMES

Pursuant to Article XI, Section 4 of the Declaration of Covenants and Restrictions of Gateway Village Townhomes, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1189, beginning at page 007, the Owners have decided to amend Article V, Section 2(a), to remove the sentence which reads "The Association shall also provide trash and garbage pick up." Attached hereto as an Exhibit is the information required regarding the meeting of the Association at which the amendment was adopted. Forest Lakes Associates, the Company, as evidenced by its signature hereto, consents to this amendment to the Declaration.

W I T N E S S E T H:

Pursuant to a duly called meeting as set forth on the attached Exhibit, Article V, Section 2(a) is amended to read as follows:

Section 2. Purpose of Assessments. The Annual Assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement and operation of the Gateway Village Common Areas, Gateway Village Restricted Common Areas and, in particular, for the maintenance of the properties, services and facilities which the Association is required to maintain and operate as follows:

(a) The Association shall provide exterior maintenance on all Lots, including painting, repairing, replacement and care of roofs, gutters, downspouts, and exterior building surfaces, together with the care and replacement of all trees, shrubs, grass, walks, Gateway Circle, Parcel X as set forth in Article X and all other exterior improvements with the exception that the Association shall not maintain and replace glass surfaces and broken window glass in individual living units or individual gardens and shrubs planted by the

BOOK 1209 PAGE 284

Owner. The County of Albemarle and the Department of Highways have no responsibility to maintain or repair Gateway Circle unless it is built to specified specification and accepted into the state road system.

Except as amended herein, the Declaration of Covenants and Restrictions of Gateway Village Townhomes, including Section 2(b) and (c) of Article V, remains in full force and effect.

The name of Frank A. Kessler, general partner of Forest Lakes Associates, has been signed hereto by Stephen N. Runkle, as attorney-in-fact under power-of-attorney dated December 18, 1989, recorded in the Clerk's Office of the Circuit Court of Albemarle County in Deed Book 1082, page 560.

WITNESS the following signatures and seals this 6th day of March, 1992.

FOREST LAKES ASSOCIATES, INC., a
Virginia General Partnership

By: Frank A. Kessler (SEAL)
Frank A. Kessler, GENERAL PARTNER

By: Stephen N. Runkle (SEAL)
Stephen N. Runkle
Attorney-in-Fact

GATEWAY VILLAGE TOWNHOMES
ASSOCIATES, INC.

By: Stephen N. Runkle (SEAL)
Stephen N. Runkle, President

~~1209~~ PAGE 0265

STATE OF VIRGINIA;

CITY/COUNTY OF Albemarle; to-wit:

The foregoing instrument was duly acknowledged before me
this 6th day of March, 1992 by Stephen A. Runkle
as attorney-in-fact for Frank A. Kessler, Partner, and as
President of Gateway Village Townhomes Associates, Inc.

Myrna J. Joice
Notary Public

My commission expires: 10/30/92

U:\2535\DOC\GATEWAY.AME

BOOK 1209 PAGE 766

EXHIBIT
FOR AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
OF GATEWAY VILLAGE TOWNHOMES

Date of Meeting of Owners: 5/18/91

Date Notice of Meeting Given
to Owners: 5/18/91

Total Number of Votes of Owners of
Property Substantially Affected
by Such Amendment: 191

Total Number of Votes Required to
Constitute a Quorum at Meeting
of Owners: 57

Total Number of Votes of Owners
Present at Said Meeting: 191

Total Number of Votes Necessary to
Adopt Such Amendment: 128

Total Number of Votes Cast in Favor
of Such Amendment: 191

Total Number of Votes Cast Against
Such Amendment: 0

This statement is certified as true and correct this 6th
day of March, 1992.

GATEWAY VILLAGE TOWNHOMES
ASSOCIATION, INC.

By: Walter L. L. L. (SEAL)
President

Attested: Randolph L. L. L. (SEAL)
Secretary

EX-1209 PAGE 0267

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALBEMARLE:

THIS DEED WAS PRESENTED, AND WITH CERTIFICATE ANNEXED, IS ADMITTED
TO RECORD ON March 10, 1992, AT 3:11 O'CLOCK P M.

STATE TAX	\$		(039)
LOCAL TAX	\$		(213)
TRANSFER FEE	\$		(212)
VSLF	\$	1.00	(145)
CLERK'S FEE	\$	12.00	(301)
PLAT	\$		

SEC. 58.1-802:

STATE TAX	\$		(038)
LOCAL TAX	\$		(220)
LOCAL TAX	\$		(223)

TOTAL \$ 13.00

TESTE:

SHELLEY J. MARSHALL, CLERK

BY: James M. Morris
DEPUTY CLERK

CERTIFICATE OF PLAT

The attached plat of Roudabush, Gale & Assoc., Inc., dated March 25, 1992 consisting of two sheets, Sheet 1 being entitled "Subdivision Plat Townhouse Section C Gateway Village Forest Lakes", and Sheet 2 being entitled "Easement Plat Townhouse Section C Gateway Village Forest Lakes", is hereby recorded by the undersigned owner. Sheet 1 is the same as a previous plat of Roudabush, Gale & Assoc., Inc., recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1189, beginning at page 43, except Parcel Y containing 0.404 acres is designated on the attached plat as Forest Lakes Common Area, rather than as Gateway Village Common Area.

R. D. Wade Builder, Inc., owner of Block V as shown on the attached plat joins in this certificate to evidence its consent and agreement with the recordation of the attached plat.

WITNESS the following signatures and seals this 2nd day of April, 1992.

GATEWAY TOWNHOMES LIMITED PARTNERSHIP,
a Virginia Limited Partnership

By: Stephen N. Runkle (SEAL)
Stephen N. Runkle, General Partner

R. D. WADE BUILDER, INC.

By: Randolph D Wade (SEAL)

STATE OF VIRGINIA;

CITY/COUNTY OF Albemarle; to-wit:

The foregoing instrument was acknowledged before me this
21st day of April, 1992 by Stephen N. Runkle, as General
Partner of Gateway Townhomes Limited Partnership.

Murray Ford
Notary Public

My commission expires: 10/30/92

STATE OF VIRGINIA;

CITY/COUNTY OF Albemarle; to-wit:

The foregoing instrument was acknowledged before me this
24th day of April, 1992 by Randolph D. Wade,
as President, of R. D. Wade Builder, Inc.

Dore B. Harrison
Notary Public

My commission expires: 11-30-93

TIMBERWOOD BOULEVARD

PARCEL X 0.243 AC.
RESERVED AND RESTRICTED FOR
USE AS A PUBLIC OR PRIVATE ROAD
SEE PLAT DU 1189 P44

PARCEL Y 0.404 AC.

FOREST LAKES COMMON ARE

GATEWAY VILLAGE
COMMON AREA

GATEWAY CIRCLE

GATEWAY VILLAGE
COMMON
AREA

PARCEL A
9 536 AC. RESIDUE
TM 4684 Parcel 1

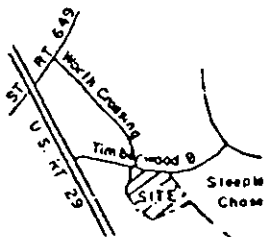
BLOCK
21630 30 FT

BLOCK
21530 83 F1

Block U

BLOCK A
21630 SQ FT

GATEWAY

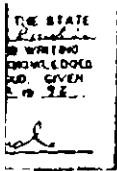


VICINITY MAP 21

T.M 32 Parcel 423
Holly Memorial Garden



SCALE: 1" = 60'



SITE DATA

OWNER/DEVELOPER: GATEWAY TOWNHOMES LIMITED PARTNERSHIP
P.O. BOX 5207
CHARLOTTESVILLE, VA 22905

ZONING: R-15 E.C. - ENTRANCE CORRIDOR OVERLAY DISTRICT

LEGAL REFERENCE: 8.979 AC. PORTION OF PARCEL 1 T.M. 46 B 4

SOURCE OF TITLE: D.B. 1192 P.139, D.B. 1169 P.44-47 PLAT

PARKING REQUIRED: 138 SPACES

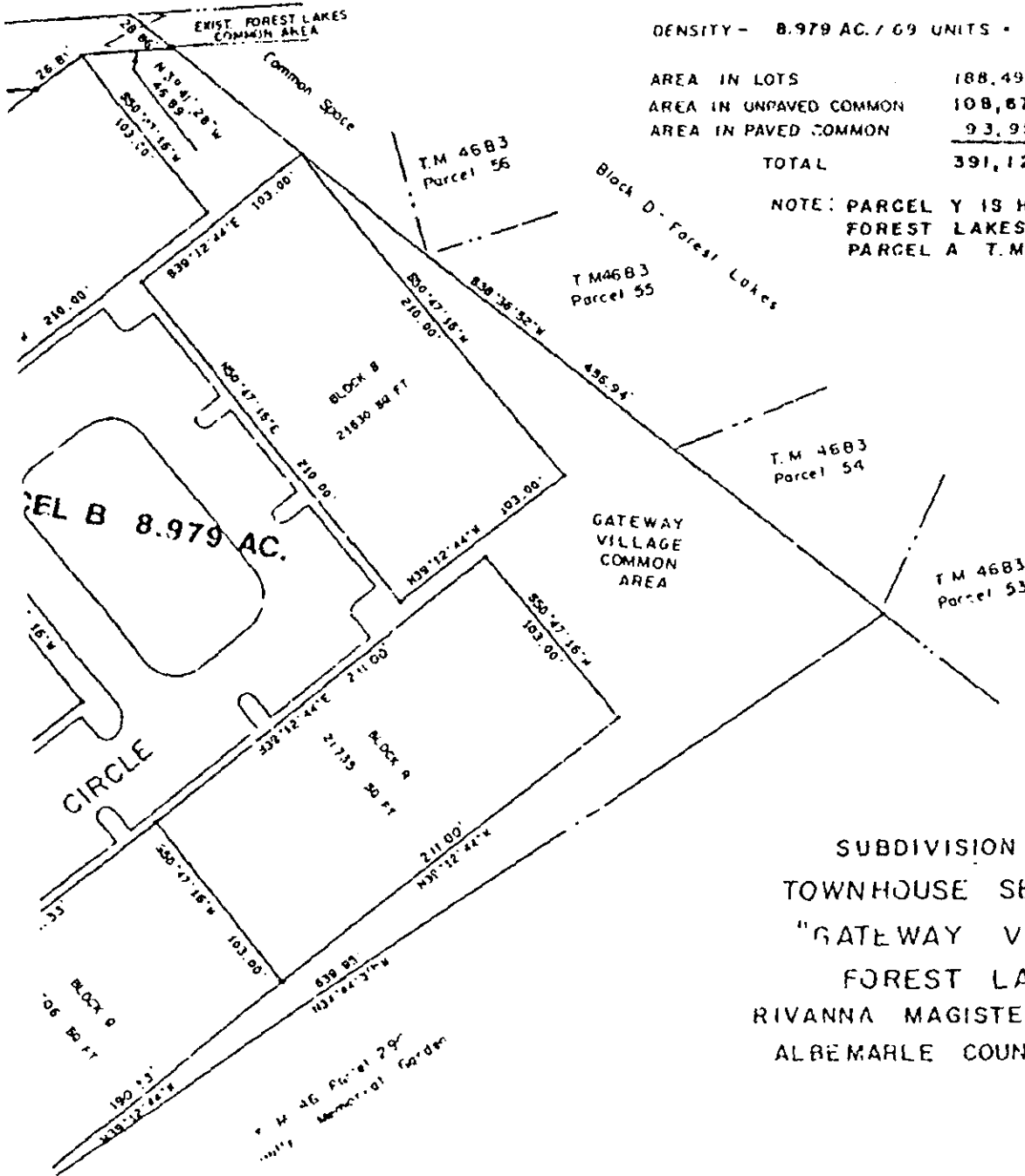
PARKING PROVIDED: 142 SPACES

BUILDING SETBACKS: FRONT 25', SIDE 15', REAR 20'

30' SEPARATION BETWEEN STRUCTURES IN DIFFERENT BLOCKS

NO FURTHER DIVISION WITHOUT PLANNING COMMISSION APPROVAL

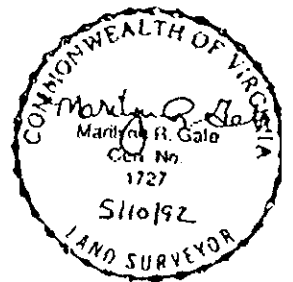
THESE LOTS DO NOT LIE IN A FLOOD HAZARD AREA



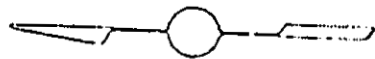
DENSITY - 8.979 AC. / 69 UNITS = 7.7 UNITS PER AC.

AREA IN LOTS	188,494 S.F.
AREA IN UNPAVED COMMON	108,874 S.F. (28% of total area)
AREA IN PAVED COMMON	93,957 S.F.
TOTAL	391,125 S.F. 8.979 AC.

NOTE: PARCEL Y IS HEREBY ADDED TO THE
FOREST LAKES COMMON AREA
PARCEL A T.M. 46 B 3



SUBDIVISION PLAT
TOWNHOUSE SECTION C
"GATEWAY VILLAGE"
FOREST LAKES
RIVANNA MAGISTERIAL DISTRICT
ALBEMARLE COUNTY, VIRGINIA



TIMBERWOOD BOULEVARD

303°41'28"E
439.36'

PARCEL Y

PARCEL B

PARCEL X

R = 2324.54'

NORTH CROSSING

BLOCK X
21830 SQ FT

BLOCK Y
21830 SQ FT

BLOCK D
21830 SQ FT

BLOCK U
17373 SQ FT

BLOCK P
21830 SQ FT

T M 32 Parcel 42G
Holly Memorial Garden



SCALE 1" = 60'

PARCEL A
9.536 AC RESIDUE
TM 46B4 Parcel 1

LEGEND

---	WATER LINE
- - - - -	SANITARY SEWER
	STORM SEWER
	15' EASEMENT FOR ELECTRIC, TELEVISION CABLE, & GAS LINES EXCEPT ALONG EAST SIDE OF BLOCK S AND SIDES OF BLOCKS Q AND R IN COMMON, WHERE THE ESMT IS 10' WITHIN EACH BLOCK

NOTES

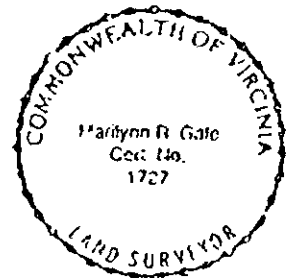
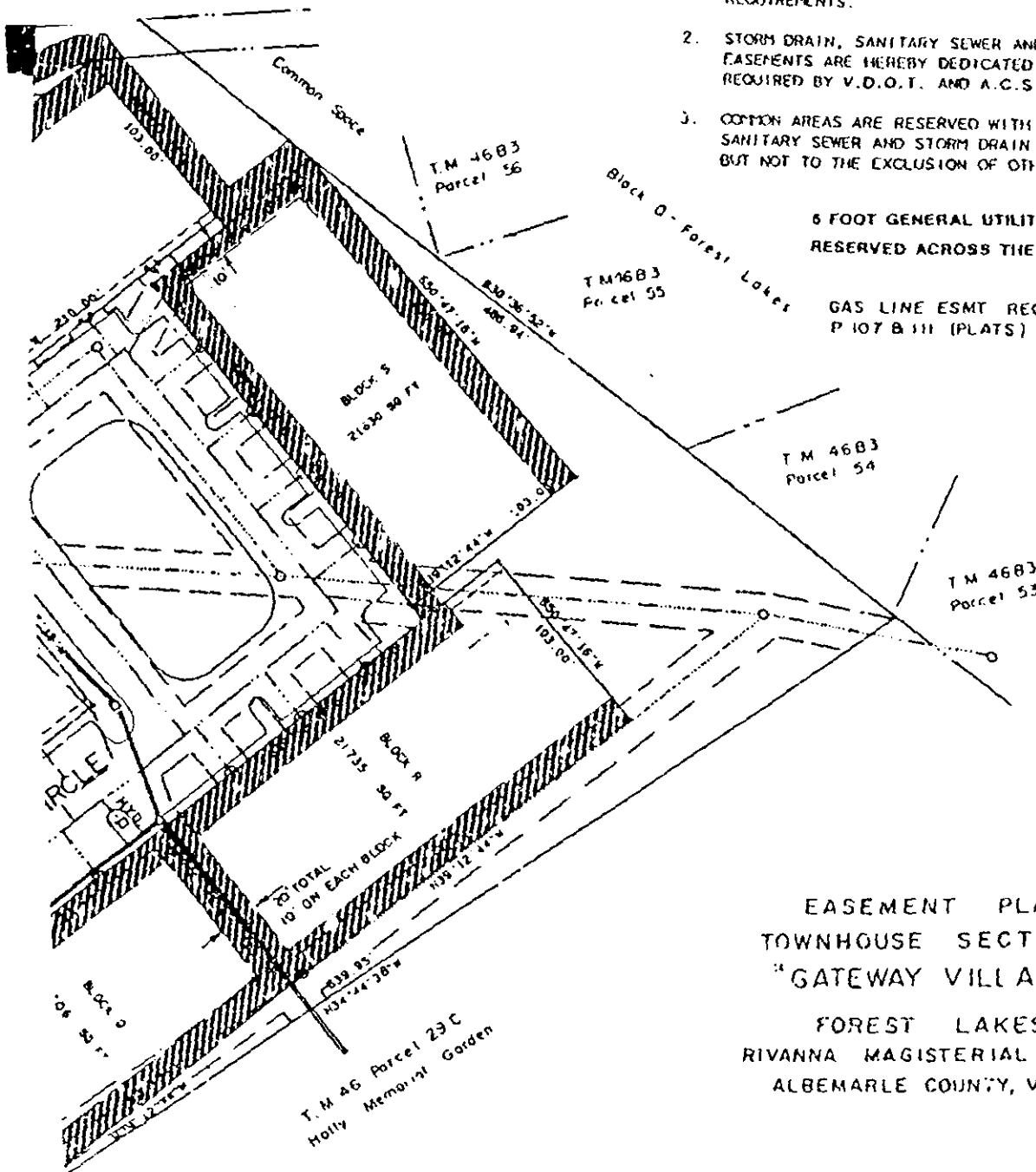
1. ALL STORM SEWER, SANITARY SEWER AND WATER LINE EASEMENTS ARE 20' WIDE. IT IS INTENDED THAT THE STORM, SANITARY, WATER AND APPURTENANCE EASEMENTS BE CENTERED ON THEIR "AS-BUILT" LOCATIONS AND BE TO THE SATISFACTION OF V.D.O.T., A.C.S.A. AND THE ALBEMARLE COUNTY ENGINEERING DEPARTMENT. EXACT EASEMENTS ASSOCIATED WITH INDIVIDUAL WATER METERS IS HEREBY RESERVED PENDING FINAL A.C.S.A. REQUIREMENTS.

2. STORM DRAIN, SANITARY SEWER AND WATER LINE EASEMENTS ARE HEREBY DEDICATED TO PUBLIC USE AS REQUIRED BY V.D.O.T. AND A.C.S.A.

3. COMMON AREAS ARE RESERVED WITH PRIORITY FOR WATER, SANITARY SEWER AND STORM DRAIN WHERE APPLICABLE BUT NOT TO THE EXCLUSION OF OTHER USES.

6 FOOT GENERAL UTILITY EASEMENT
RESERVED ACROSS THE FRONT OF ALL BLOCKS.

GAS LINE ESMT RECORDED AT DB1205
P 107 B 111 (PLATS)



EASEMENT PLAT
TOWNHOUSE SECTION C
"GATEWAY VILLAGE"

FOREST LAKES
RIVANNA MAGISTERIAL DISTRICT
ALBEMARLE COUNTY, VIRGINIA

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALBEMARLE:

THIS DEED WAS PRESENTED, AND WITH CERTIFICATE ANNEXED, IS ADMITTED

TO RECORD ON May 20, 1992, AT 9:53 O'CLOCK A M.

STATE TAX	\$		(039)
LOCAL TAX	\$		(213)
TRANSFER FEE	\$		(212)
VSLF	\$	1.00	(145)
CLERK'S FEE	\$	12.00	(301)
PLAT	\$	8.00	

SEC.58.1-802:

STATE TAX	\$		(038)
LOCAL TAX	\$		(220)
LOCAL TAX	\$		(223)

TOTAL \$ 21.00

TESTE:

SHERLEY J. MARSHALL, CLERK

BY:

Ram Gibson
DEPUTY CLERK

THIS DEED OF EASEMENT is made this 8th day of May, 1992 by and among the FOREST LAKES COMMUNITY ASSOCIATION, a Virginia non-stock corporation, GRANTOR, and the ALBEMARLE COUNTY SERVICE AUTHORITY ("ACSA"), GRANTEE;

W I T N E S S E T H:

WHEREAS, the Grantor is the holder of legal title to certain real property in Albemarle County, Virginia (the "Property") described as "Forest Lakes Subdivision Common Area" and further described as follows:

Being in all respects the same property conveyed to the Forest Lakes Community Association by deed of the Forest Lakes Association, a Virginia general partnership, recorded in the Clerk's Office of the Circuit Court for the County of Albemarle at Deed Book 1068, page 83.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, the Grantor hereby GRANTS and CONVEYS with GENERAL WARRANTY of TITLE unto ACSA a perpetual right-of-way and easement to construct, install, maintain, repair, replace and extend a sanitary sewer line consisting of pipes and appurtenances thereto, the location of which is shown on a plat of Poudabush, Gale and Associates, sheets 1/2 and 2/2, dated April 15, 1992, revised May 13, 1992, and entitled "Sanitary Sewer Easement Plat for Powell Creek Sewer Extension, Rivanna Magisterial District, Albemarle County, Virginia," a copy of which is attached hereto as a part of this deed (the "Plat").

The Grantor also Grants and Conveys to ACSA a temporary construction easement for use by ACSA's contractor during

construction and installation of the sewer line and appurtenances thereto. The location and dimensions of the construction easements are shown on the Plat. This temporary construction easement shall expire upon completion of construction and acceptance of the sewer line into ACSA's system.

The further terms and conditions of the permanent easement granted to ACSA are as follows:

(a) The Grantor, its successors or assigns, agrees that new trees, shrubs, fences, buildings, overhangs or other improvements or obstructions shall not be placed within the easement conveyed herein.

(b) As a part of this easement, ACSA shall have the right to enter upon the above-described property within the easement for the purposes of installing, constructing, maintaining, repairing, replacing and extending sanitary sewer line and the appurtenances thereto within such easement and the right of ingress and egress thereto as reasonably necessary to install, construct, maintain, repair, replace and extend such sewer line. If ACSA is unable reasonably to exercise the right of ingress and egress over the deeded right-of-way, ACSA shall have the right of ingress and egress over other property of Grantor adjacent to the right-of-way.

(c) Whenever it is necessary to excavate earth within an easement, ACSA agrees to backfill such excavation in a proper and workmanlike manner so as to restore surface conditions as nearly as practical to the same condition as prior to the excavation.

BOOK 1237 PAGE 192

including the restoration of such paved surfaces as may be damaged or disturbed as part of such excavation.

(d) The easement provided for herein shall include the right of ACSA to cut any tress, brush and shrubbery, remove obstructions and take other similar actions reasonably necessary to provide economical and safe sewer line installation, operation and maintenance. ACSA shall have no responsibility to the Grantor, their successors or assigns, to replace or reimburse the cost of trees, brush, shrubbery or obstructions if cut, removed or otherwise damaged.

(e) The facilities constructed within the permanent easement shall be the property of ACSA which shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations and connections to or extensions of its facilities within the boundaries of the permanent easement as are consistent with the purposes expressed herein.

WITNESS the following signatures and seals:

FOREST LAKES COMMUNITY ASSOCIATION
By Richard C. Spigone (Seal)
Richard C. Spigone, President

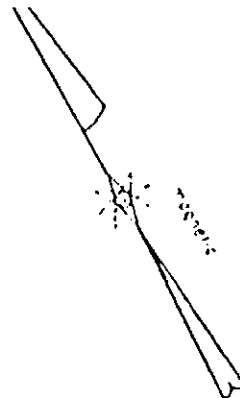
STATE OF VIRGINIA
COUNTY OF ALBEMARLE

The foregoing instrument was acknowledged before me this
24th day of June, 1992 by RICHARD C. SPIGONE,
President of the Forest Lakes Community Association

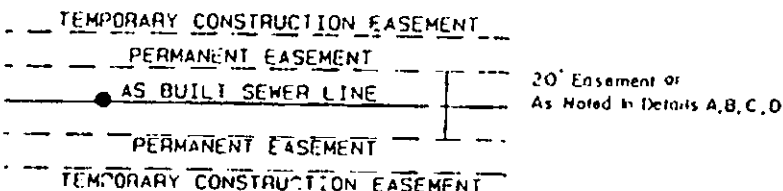
[Signature]
Notary Public

My commission expires: 10/21/92

N70°15'21"W	L19	176.84'	N16°05'02"E
N27°26'27"W	L20	151.89'	N37°45'32"E
N43°58'33"W	L21	385.65'	N13°29'45"E
N49°20'28"W	L22	213.24'	N09°59'15"E
S 87°00'40"W	L23	82.12'	N14°36'44"W
N49°47'48"W	L24	305.60'	N14°36'44"W
N44°27'39"W	L25	213.63'	N17°27'16"W
N40°49'00"W	L26	229.30'	N29°42'09"E
N61°31'34"W	L27	169.93'	N20°12'30"W
N24°08'56"W	L28	389.02'	N01°36'46"W
N78°44'24"W	L29	199.26'	N31°30'05"W
N03°02'15"W	L30	155.87'	N53°17'20"W
N01°27'41"W	L31	354.12'	N40°12'21"W
N32°45'39"W	L32	83.15'	N62°41'12"W

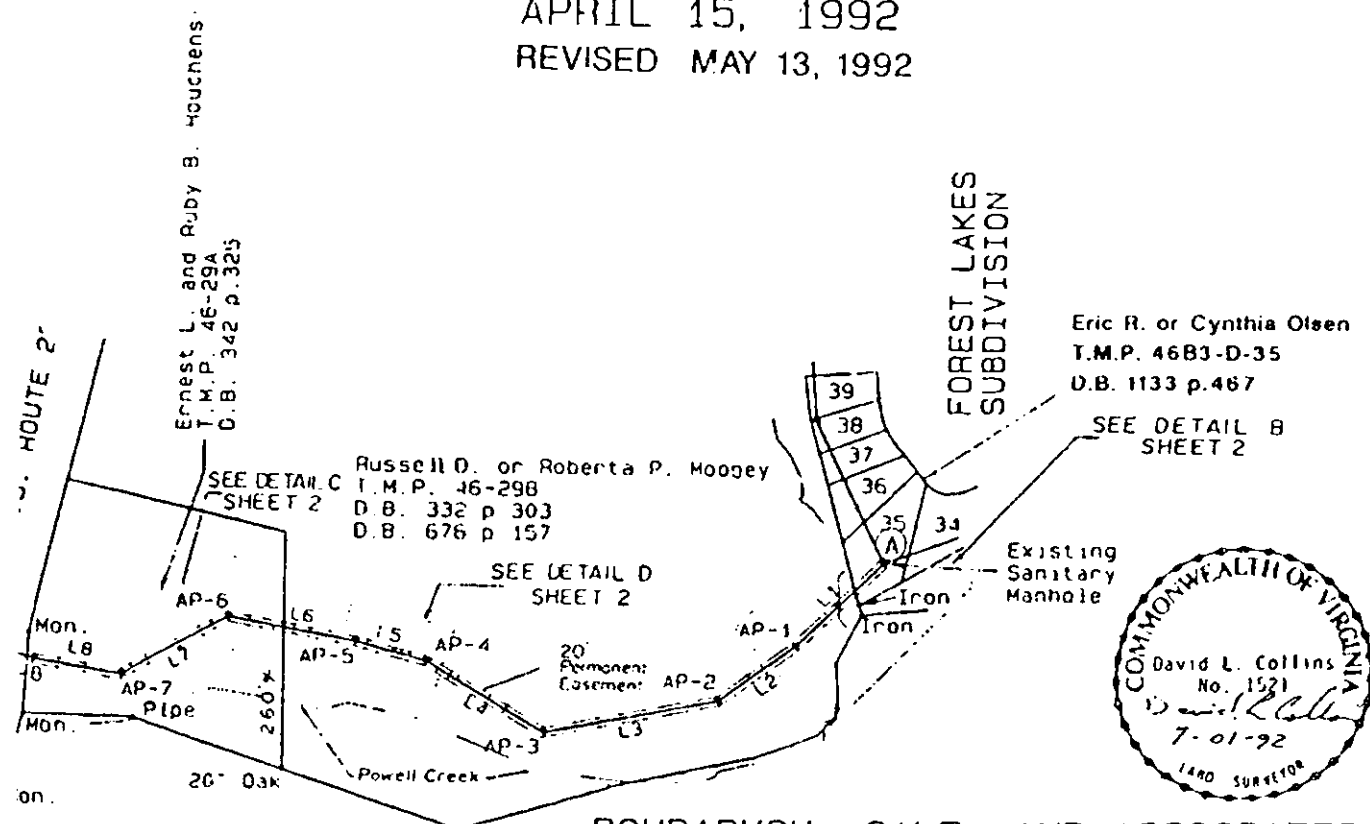


TYPICAL SANITARY SEWER EASEMENT



SANITARY SEWER EASEMENT PLAT FOR POWELL CREEK SEWER EXTENSION RIVANNA MAGISTERIAL DISTRICT ALBEMARLE COUNTY, VIRGINIA

SCALE 1" = 300'
APRIL 15, 1992
REVISED MAY 13, 1992



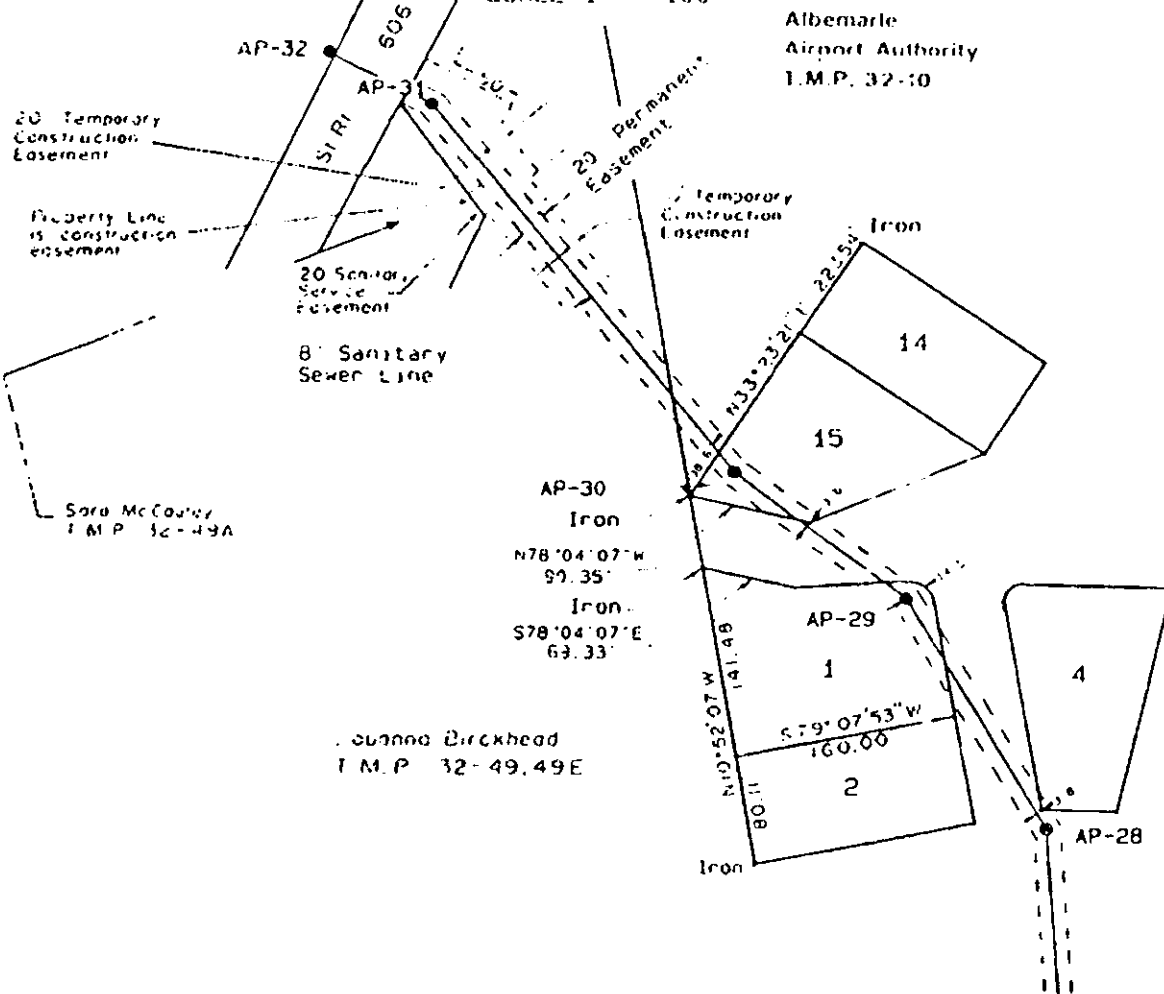
ROUDABUSH, GALE, AND ASSOCIATES
A PROFESSIONAL CORPORATION
SURVEYORS, PLANNERS, ENGINEERS
914 MONTICELLO ROAD
CHARLOTTESVILLE, VIRGINIA

Charlottesville-Albemarle
Airport Authority
T.M.P. 32-10

DETAIL A
PROPOSED SANITARY SEWER LINE AT
DEERWOOD SUBDIVISION

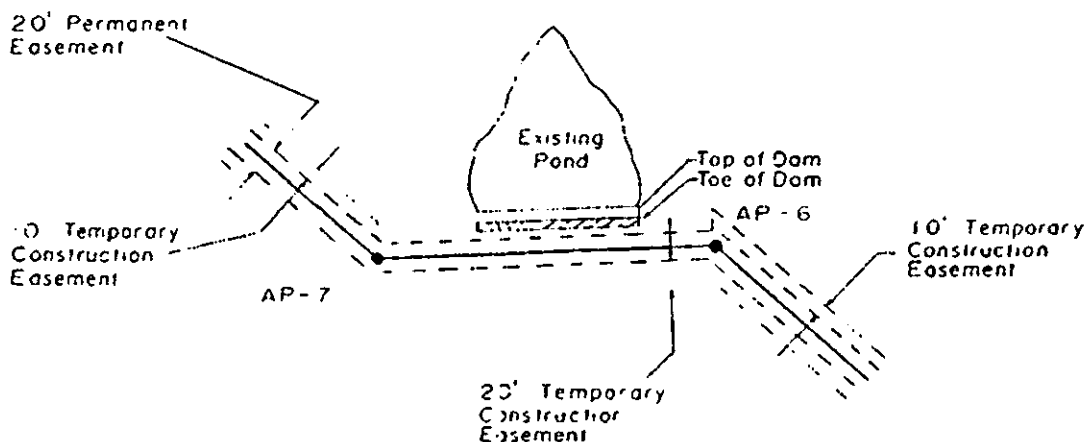
SCALE 1" = 100'

Charlottesville-Albemarle
Airport Authority
T.M.P. 32-10



DETAIL C
PROPOSED SANITARY
SEWER LINE AT
POND AREA
1" = 100'

Houchens
T.M.P. 46-29A



VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALBEMARLE:

THIS DEED WAS PRESENTED, AND WITH CERTIFICATE ANNEXED, IS ADMITTED
TO RECORD ON July 6, 1992, AT 3:22 O'CLOCK P.M.

STATE TAX	\$		(039)
LOCAL TAX	\$		(213)
TRANSFER FEE	\$		(212)
VSLF	\$	<u>1.00</u>	(145)
CLERK'S FEE	\$	<u>12.00</u>	(301)
PLAT	\$	<u>8.00</u>	

SEC. 58.1-802

STATE TAX	\$		(038)
LOCAL TAX	\$		(220)
LOCAL TAX	\$		(223)

TOTAL \$ 21.00

TESTE:

SHELBY J. MARSHALL, CLERK

BY: Karen P. Shifflet
DEPUTY CLERK

SUPPLEMENTAL DECLARATION TO
COVENANTS AND RESTRICTIONS RECORDED IN DEED BOOK 1071, PAGE 498

This Supplemental Declaration made this 1st day of March, 1990, by FOREST LAKES ASSOCIATES, a Virginia General Partnership, hereinafter called "Company."

W I T N E S S E T H :

There is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1071, beginning at Page 498, a Statement of Covenants and Restrictions dated September 22, 1989. Pursuant to paragraph 10 of those covenants and restrictions, additional property may be brought under the plan and operation of the covenants and restrictions by the Company.

The Company, as evidenced by its signature, hereto imposes the aforesaid Statement of Covenants and Restrictions dated September 22, 1989, of record in the aforesaid Clerk's Office in Deed Book 1071 beginning at Page 498 on the following described real estate situated in Albemarle County, Virginia:

The northern portion of Tract I, designated as "9.148 acres zoned H.C." and Out Parcel No. 1 as shown on a plat consisting of two sheets of Roudabush, Gale & Assoc., Inc. dated April 19, 1989, last revised August 29, 1989, entitled "Subdivision plat of Tracts I through VII and Out Parcels 1 through 3, Forest Lakes - North Area Near Intersection U.S. Route 29 and St. Route 649 Rivanna District, Albemarle County, Virginia." recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1071, beginning at Page 494.

The name of Frank A. Kessler, General Partner of Forest Lakes Associates, has been signed hereto by Stephen N. Runkle, as attorney-in-fact under a Power-Of-Attorney dated December 18,

1989, recorded in the aforesaid Clerk's Office in Deed Book 1082,
Page 560.

WITNESS the following signatures and seals:

FOREST LAKES ASSOCIATES, a Virginia
General Partnership

BY: Frank A. Kessler (SEAL)
Frank A. Kessler
General Partner

BY: Stephen N. Runkle (SEAL)
Stephen N. Runkle
Attorney-In-Fact

BY: INVESTORS REAL ESTATE
INVESTMENT COMPANY, Partner

BY: Letter H. Hoff (SEAL)
Assistant Vice President

STATE OF VIRGINIA:

CITY/COUNTY OF Stafford, to-wit:

The foregoing instrument was duly acknowledged before me
this 1st day of March, 1990, by Stephen
N. Runkle as Attorney-In-Fact for Frank A. Kessler, General
Partner of Forest Lakes Associates.

[Signature]
Notary Public

My commission expires: October 30, 1992

STATE OF VIRGINIA:

CITY/COUNTY OF Richmond, to-wit:

The foregoing instrument was duly acknowledged before me
this 2nd day of March, 1990, by
Bette G. Ralph as Asst Vice Pres of Investors
Real Estate Company, General Partner of Forest Lakes Associates.

[Signature]
Notary Public

My commission expires: 10-6-91

BAGCM001.SD

COMMONWEALTH OF VIRGINIA



OFFICIAL RECEIPT
ALBEMARLE CIRCUIT COURT
DEED RECEIPT

DATE: 03/07/90 TIME: 12:01:48 ACCOUNT: 003CL690001810 RECEIPT: 90000002834
CASHIER: PCG REG: AR05 TYPE: DEED PAYMENT: FULL PAYMENT
INSTRUMENT : 90001810 BOOK: 0 PAGE: 0 RECORDED: 03/07/90 AT 12:00
GRANTOR NAME : FOREST LAKES ASSOCIATES LOCALITY: CD
GRANTEE NAME : SUPPLEMENTAL DECLARATION PERCENT: 1.00
AND ADDRESS :

RECEIVED OF : MCGUIRE ETAL
CHECK : \$10.00

DESCRIPTION 1: SUPPLEMENTAL DECLARATION

CONSIDERATION:	.00	ASSUMPTION:	.00	MAP:	
CODE DESCRIPTION		PAID	CODE DESCRIPTION		PAID
301 DEEDS		10.00			

TOTAL TENDERED :	10.00
TOTAL AMOUNT PAID:	10.00
TOTAL CHANGE AMT :	.00

CLERK OF COURT: SHELBY J. MARSHALL

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SECTION 1. LIVING GUIDELINES

These guidelines help ensure that Forest Lakes will continue to provide its residents with a pleasing living environment. Following these guidelines should not present a hardship to any considerate resident and they are essential to the preservation of the architectural and aesthetic beauty of Forest Lakes and the quality of life for the residents that live here.

Section 1.01 FLCA COMMON LAND (ref. C & R's, article VII)

This land belongs to all members of FLCA. Structures of any kind, toys, vehicles, tools, garden equipment, etc. are not permitted to be located nor stored / parked there. Gardens are not permitted to be established without FLCA Board approval. Trees and bushes must not be cut down unless dead or diseased. Disposal of small tree branches, brush, grass clippings, etc. is permitted only if spread so that it is hidden by the contour of the land. Disposal of non-vegetative items is strictly prohibited. It is not permitted to hunt or trap animals and birds in our common areas.

Section 1.02 FLCA COMMON AREAS (WATER) (ref. C & R's, Article I)

The lakes and streams, and the fish in them, belong to all members of FLCA. Swimming, wading, and ice-skating are not permitted for safety reasons. Boating is permitted but at the boat owners risk. Fish can be caught and kept except for grass carp (usually 12 to 36 inches) which are stocked to control vegetation in the lakes. If caught, grass carp should immediately be returned to the lake.

Section 1.03 GARBAGE CONTAINERS (ref. R & R's, Article IV, Section 7.b.)

Garbage containers should not be placed on the street prior to 8 p.m. on the day before the pick-up nor left on the street after 8 p.m. on the day of the pick-up. Neighbors can help if this "time window" cannot be followed due to trips, etc.

Section 1.04 LAUNDRY (ref. R & R's, Article IV, section 7.d.)

Hanging of laundry to dry on decks, yards, etc. is not permitted.

Section 1.05 MAILBOXES (ref. R & R's, Article II, Section 6)

There is one standard mailbox.. Each mailbox structure must contain the black mailbox and a white post with two engraved nameplates, two engraved house number plates, and a newspaper box. All detached houses must follow this standard and it is the responsibility of the homeowner to repair / replace the structure when necessary.

Section 1.06 PETS (ref. R & R's, Article IV, Section 7.e.)

Animals must be on a leash and under control when outside the owner's property. All deposits must be picked up. Barking dogs must be brought inside. Invisible fencing for dogs must be located a minimum of 6 feet from adjacent property lines and 10 feet from walking paths.

Section 1.07 SIGNS (ref. R & R's, Article II, Section 4)

Business signs are not permitted anywhere except for temporary contractor signs at a Residence, which are permitted while work is being done. For Sale / For Rent signs are limited to one per residence. Yard sale signs should be attached to wood stakes (available free at the Visitor Center) and not nailed to road signs. Political signs are not permitted in FLCA common land. No signs are permitted at the entrances to Forest Lakes except for special real estate promotional events (e.g., open house) on the day of the event only. All signs for events must be removed immediately after the event.

Section 1.08 STREETS

- (a) The streets in Forest Lakes are owned and maintained by the Virginia Department of Transportation (VDOT). Sports devices such as hockey, lacrosse, soccer nets, and portable basketball backboards which remain on the street as a permanent fixture are considered to be a traffic hazard and VDOT will ask the County Police to remove them.

Section 1.09 SWIMMING POOLS

Small portable plastic pools maximum depth of 2 feet for small children are permitted in back yards only. Any pool larger than this is not permitted.

Section 1.10 TOYS (ref. R & R's, Article IV, Section 7.e.)

These must be removed from the street, driveway, and front yard after use each day.

Section 1.11 FLAGS

American Flags or Decorative Flags should be attached to the house in such a way that it does not produce a negative appearance for the house and neighborhood. The flag may not exceed 3 feet by 5 feet in size, and the flagpole may not exceed 6 feet in length. Cotton flags or Nylon flags are recommended.

Section 1.12 UPKEEP (ref. R & R's, Article II, Section 5)

All homeowners are expected to keep their house and grounds in good appearance. In extreme cases of disrepair, FLCA has the legal right to improve the condition and invoice the owner for this work.

Section 1.13 VEHICLES (ref. R & R's, Article IV, Section 7.e. & Section 8)

No motor homes, trailers, campers, boats, large trucks, or unlicensed / non-operable vehicles may be parked on your property, unless it is housed in a garage.

SECTION 2. ARCHITECTURAL REVIEW PROCESS (ref. C & R's, Article VII)

As provided in the legal Declarations, homeowners and tenants cannot change the exterior appearance of the property unless the Architectural Review Board (the ARB) has approved that change.

Homeowners wishing to make such changes must fill out an application (see the end of this document), and submit it to the ARB, along with the appropriate documents. No work can begin until the ARB has approved the application. All applications to the ARB must be submitted by the homeowner, not the tenant. The application form and instructions can be obtained from the North Clubhouse, or the Forest Lakes Web site (www.forestlakes.net). The completed application form can be dropped in the FLCA slot at the Swim and Tennis Club office building next to the North Clubhouse or can be mailed to the FLCA ARB at 3445 Seminole Trail, PMB 287, Charlottesville, VA 22911.

The categories below represent a sampling of the types of initiatives, which can be undertaken only after ARB approval has been obtained. The guidelines and application requirements for each of these types of projects is provided in subsequent sections.

Additions	Awnings
Basketball Backboards (fixed)	Decks / Front or side entrance porches
Dog house / dog runs	Fencing
Landscape Projects	Painting / exterior color changes
Patios	Play Equipment (fixed)
Retaining Walls	Storage Sheds
Spas / Hot tubs	TV – Radio antenna / Dish
Tree Removal	Miscellaneous
Removal of Existing Structures	

IMPORTANT NOTE - The list shown above represents initiatives most commonly encountered, but does not represent all initiatives which require ARB approval. It is the responsibility of the homeowner to check with the ARB to determine whether a planned initiative is subject to the review process.

In addition, per the "C & Rs" and "R & Rs", the Architectural Review Board has the right to deny approval of plans for any reason, including purely aesthetic considerations.

Section 2.01 ADDITIONS

General Considerations: Major additions often have an impact on neighboring property. Plans must be well thought out to minimize any adverse impact. Applicants should consult with neighbors while making plans. Drawings or preliminary plans may be submitted for review and comment before detailed plans are made.

Specific Details:

- The design must be compatible in scale, massing, character, materials, and color with the original house.
- If possible, the location of the addition should not have adverse impact on neighboring properties or impair the view of neighbors.
- Additions should be located to minimize the removal of trees and the destruction of natural areas. The Forest Lakes ARB may require supplemental landscape treatment to compensate for the removal of vegetation or to soften the visual impact.
- New windows and doors should match, and be located to relate well with existing windows.
- Changes in grade or drainage must not adversely affect adjacent property.
- If possible, roof pitch should match the original roof.

Your application should include:

- A plot plan (plat, site plan, or reasonable facsimile) showing the location of the proposed alteration or addition, the existing building, and property lines.
- Detailed construction drawings to scale, including a full view of addition, with elevations, as it will look attached to the existing structure. A view of the entire structure is necessary to help determine balance.
- Drawings or photographs showing the existing conditions before the proposed changes.
- Samples of color and materials, if different from existing building.
- A landscape plan and plant schedule, if applicable or required.
- Perspective drawings for complex projects.

Section 2.02 AWNINGS

General Considerations: Awnings may be appropriate for rear or side-yard patios and decks, or over an exposed entrance.

Specific Details:

- Awnings must be compatible with the existing house colors. Any exposed frames must be painted to match the trim or the dominant color of the house.

Your application should include:

- A drawing to scale of the awning configuration and the existing element to which it will be attached.
- A sample of the material large enough to show the true color.
- A plan of the house showing the location of the awning.

Section 2.03 BASKETBALL BACKBOARDS (Fixed)

General Considerations: On residential property basketball backboards should be located and treated in such a manner as to keep them visually unobtrusive. In selecting a location, the applicant must also consider the effect the basketball backboard and its normal use will have on the neighbors and their property.

Specific Details:

- Freestanding basketball backboards must be located a minimum of thirty feet back from the curb.

Your application should include:

- A site plan showing the proposed location of the backboard.

Section 2.04 DECKS and FRONT or SIDE ENTRANCE PORCHES

General Considerations: A deck has a significant impact on the appearance of a house. Decks may also affect the privacy and right of enjoyment of adjacent residents. These two factors are weighed heavily in the review of request for decks.

Specific Details:

- Modifications to existing decks must provide continuity in detailing, such as material, color, location of posts, design of the railing, and use of trim.
- The size of the deck should be consistent with the scale of the house and yard.
- The configuration, detail, and railing design of a deck should be of a simple design and constructed in a vertical plane, i.e. at a 90-degree angle.
- Decks must be constructed with rot-resistant wood, and, in many cases, may be left to weather naturally.
- Plantings are recommended at post foundations and under low decks to screen structural elements and to soften the structure visually.
- Decks with sunrooms, screened porches, and other heavy superstructures must be visually tied to the ground and architecturally integrated with the house. Integration is a function of size, color, design detailing, height above ground, and relationship to ground.

Your application should include:

- A plot plan showing the house, the location of the deck on the house, and the property lines.
- Construction plans, including details of railings, benches, doors, etc.
- A drawing to scale or a picture of the house elevation showing the location of windows, doors, etc. and the deck.
- Photographs of the existing condition of the house where the deck will be constructed.
- If the application is for an extension of an existing deck, and will be identical in construction, including substructure and finished appearance, detailed construction plan need not be included in the application.

Section 2.05 DOG HOUSES / DOG RUNS

General Considerations: Dog houses / dog runs should be located so as not to be obtrusive.

Specific Details:

- Doghouses shall be painted to blend with their immediate surroundings or left to weather naturally.
- Landscaping may be required to soften the structures visually.
- Dog runs must generally follow the guidelines for fencing. Pre-fab chain-link dog runs generally will not be approved unless screened by wood fencing or located in a heavily planted area and painted black.

Your application should include:

- A plan showing the location of the dog house or dog run, property lines, and principle building
- A description of the color and material
- A description of the dog house or run to include dimensions, pictures, construction drawings, etc., as applicable.

Section 2.06 FENCING

General considerations: Fencing can detract from the open character of Forest Lakes property and may have both a visual and a physical impact on the adjoining property. Careful consideration must be given to the fencing concept and execution.

Whenever possible, alternatives to hard fencing should be used. The use of landscaping and plant material or combinations of plants and short segments of fencing, or fencing hidden in plant material may achieve the sought-after goal.

In Forest Lakes, the only acceptable reason for yard fencing is to restrict the movement of children or pets to or from their property. An "open" type fencing is preferred. Privacy is not a reason for fencing. If the desired end is privacy, this should be addressed with shrubbery and landscaping. In some cases, small sections of fencing as part of a landscaping plan may be considered.

Specific Details:

- Fencing shall be 48 inches from ground level to the top of the top rail or board. The fence shall have (3) split rails with a maximum width of 6 inches each.
- Split rail fences shall be natural finish. Vinyl coated wire mesh may be fixed to the inside of the fence but it shall have minimum 2 x 4 inch openings.
- Fences shall be located in the back yard only; that is, not forward of the rear corners of the house.
- Fencing setbacks shall be (2) feet from adjacent property lines and (1) foot from common land. (Note: if an easement or right-of-way exists on the side or rear property line, the setback for the fence shall be (10) feet.

Your application should include:

- A description of the fence design including type and dimensions.
- A foundation survey or scaled diagram showing the location of the house, property lines, and the proposed location of the fence and any gates.
- The materials and colors to be used. A photo of an existing similar fence is helpful.

Unacceptable: The following items will not be approved:

- Plastic or wire "fencing".

Section 2.07 LANDSCAPING PROJECTS

General considerations: Landscape plans must be submitted for approval in the following situations:

- When required by the Forest Lakes ARB as part of a submission for structural additions and alterations.
- When structural or decorative elements are to be included, e.g. arbors, barbecues, bird baths, gazebos, patios (in ground), planters, retaining wall, sculptures, landscaping lights, and walkways.

Landscaping plans need not be submitted if the plantings number less than (10) bushes/ trees and are planted in a random pattern in the yard.

Specific Details:

- Structural elements introduced into an open area must not be intrusive and must be appropriate to their surroundings. Size, scale, color, and material are important criteria for acceptability. See section on Tree Removal

Your application should include:

- A plan showing the location of the plant material, existing buildings, and property lines.
- A schedule of plantings.
- A description and location of any structural elements.

Unacceptable: The following items will not be approved:

- Trees or plants of any kind that obstruct sight lines of vehicular traffic, or that are detrimental to neighborhood property.

Section 2.08 PAINTING / STAINING / EXTERIOR COLOR CHANGES

General Considerations: The following specifications and guidelines apply not only to the siding of buildings, but also to doors, shutters, trim, windows, etc.

No request for approval is needed to re-use existing colors.

Specific Details:

- Selected colors must be harmonious with the other colors used on the structure, e.g. roofing and brick, and must be harmonious with the other colors used in the neighborhood.

Your application should include:

- Sample color chips of proposed new colors.
- A description of what is to be painted.
- A description of the colors of houses on either side and directly across the street.
- Unacceptable: House colors repeated side by side.

Section 2.09 PATIOS

General Considerations: Patios should be located at the rear of the house or located within a fully enclosed area and provide continuity.

Specific Details:

- Size of patio should be consistent with the size of the house and yard.
- Patios should be constructed with natural colored concrete, slate, flagstone, brick, or wood left to weather naturally.
- All patios will be reviewed with respect to their visual impact on adjacent property.

Application: Your application should include:

- A foundation survey, or facsimile thereof, showing the location of the proposed patio, existing buildings, and property lines.
- The dimensions of the patio.
- A description of the materials to be used.

Section 2.10 PLAY EQUIPMENT (FIXED)

General Considerations: Play equipment should be placed in rear yards. Consideration should be given to lot size, material, design, amount of visual screening, and relationship to neighboring property.

Specific Details:

- Equipment constructed from natural materials is encouraged.
- Painted metal play equipment, not including wearing surfaces (e.g. slides, sliding poles, and climbing rungs) should be painted dark green or dark brown to blend with natural areas
- Tree houses are not permitted.
- Playhouses must be placed in rear yards and must be in scale with the size of the yard and existing buildings. Generally, the playhouse must be painted to blend with the natural open space or with the colors of the house if the house is located nearby. Playhouses, as well as play equipment, should be screened by natural vegetation or additional landscaping.

Application: Not required except for playhouse (see section on Storage Sheds -Application)

Unacceptable: Skateboard ramps

Section 2.11 RETAINING WALLS

General Considerations: Retaining walls should be as unobtrusive as possible and built to a minimum height needed to serve their function.

Specific Details:

- Materials may be brick, natural stone, square corner timbers, or concrete, depending on location and contextual relationship.
- Generally, rounded landscape timbers will not be approved due to their lack of stability when used to retain earth, the strong horizontal lines created by the juxtaposition of the timbers, and their "Lincoln log" appearance.
- The ends of the walls should be tapered into the ground rather than abruptly ending in space. If the height of the wall would require a railing to comply with county building codes, the applicant should consider stepping the wall in a terracing effect.

Application: Your application should include:

- A plot plan showing the location of the retaining wall, any existing buildings, and the property lines
- A section view showing the construction details
- A description of the materials

Section 2.12 STORAGE SHEDS

General Considerations: Sheds should have a simple design and the architectural details should be compatible with those of the house. Sheds must be located in rear yards.

Specific Details:

- Storage sheds shall have a maximum floor area of 160 square feet and should be located in rear yards.
- Storage sheds shall be constructed of wood, with vinyl siding and two-sided roof with shingles. The colors should match the house colors.
- The storage shed shall be located according to the County setback requirements of (6) feet from adjacent property lines except where an easement exists in which case the setback shall be (10) feet.
- The ARB may require landscaping (trees, shrubs, etc.) to shield the storage shed from adjacent houses.
- The ARB may approve prefabricated wood storage sheds, which match the architectural details of the house if the shed is completely hidden within a wooded area. In this case, the maximum size shall be 80 square feet.

Application: Your application should include:

- A plot plan showing the location of the shed, existing structures, and property lines
- A description and dimensions of the shed
- A description of the color of the shed and the color of any nearby structures, if any
- Unacceptable: Prefabricated metal storage sheds

Unacceptable: Plastic and metal sheds.

Section 2.13 SPAS / HOT TUBS

General Considerations: Spas / Hot tubs should usually be located in the rear yard away from the adjacent property so that their use, presence, and noise of the mechanical equipment do not adversely affect the use of the adjacent property.

Specific Details:

- Spas / Hot tubs should be an integral part of a deck, patio, or landscaping.
- Mechanical equipment, pipes, and wiring should be concealed.
- Spas / Hot tubs should be screened from adjacent property
- The understructure of spas / hot tubs set into above ground decks must be used.

Application: Your application should include:

- A catalogue clipping, description, color, material, and dimensions of the equipment
- A plot showing the location of the equipment, existing structures, and property lines
- A description and / or photo or drawing of the type screening to be used

Section 2.14 RADIO/TV ANTENNA/DISH

General Considerations: The antenna/dish for a television or radio should be attached to the house in such a way that it does not produce a negative appearance for the house and neighborhood. A yard location is not acceptable.

Specific Details:

- The antenna/dish must be small in size in order to meet the general considerations.

Application: Your application should include:

- A description of the antenna / dish including dimensions
- A drawing indicating the exact location where attached to the house

Section 2.15 TREE REMOVAL

General Considerations: When people think of Forest Lakes, they see trees. Please protect and preserve them.

Specific Details:

- No live trees may be removed without specific approval.
- Removal of live trees will be approved if their continued existence would be detrimental. In many cases, the Forest Lakes ARB may require replacements. "Detrimental" conditions include physical intrusion by trees, roots, and branches on buildings or other structures in a way that could cause damage, excessive shade, or the trees block paths and sight lines of vehicles.
- Trees damaged by storms or other disease may be removed without approval.

Application: Your application should include:

- Identification of the tree(s) to be removed.
- The reason for removal.

Section 2.16 MISCELLANEOUS

General Considerations: There are many changes and additions that property owners can make to their property. The ones described on the previous pages are the most common. If your project is not included on the previous pages, refer to the one that is closest in concept to your project and use it as a guide for preparing an application to Forest Lakes ARB. Leave your name and number on the FLCA voice mail 220-1528 for additional information or assistance.

Specific Details:

- Consider your neighbors.

Application: Your application should include:

- A description of your project to include dimensions, color, materials, etc.
- A plan or diagram showing the location of the project, existing buildings, existing related architectural details, property lines, etc.

Section 2.17 REMOVAL OF EXISTING STRUCTURES

General Considerations: The removal of any building, major addition, fence, wall, or structural element which changes the exterior appearance of property must be approved by the Forest Lakes ARB. In many instances, the removal may improve or have a neutral effect on the property. However, in other cases removal may have an adverse impact of the design of the structure.

Removal of basketball backboards, playhouses, and sheds is not a concern of the Forest Lakes ARB as long as the area is restored.

Specific Details:

- Removal of fencing is encouraged except where the fencing provides necessary visual screening or where it is an integral part of the building design.

Application: Your application should include:

- A clear description of what is to be removed.
- Photographs of the existing condition.

COMMUNITY ASSOCIATION, INC.

NAME: _____ DATE: _____

HOME PHONE: _____ WORK PHONE: _____

PROPERTY ADDRESS: _____ LOT#: _____

--

ESTIMATED STARTING DATE: _____

I have read a copy of the "Forest Lakes Covenants and Restrictions." Permission is granted to members of the Architectural Review Board to enter my property if needed.

OWNER'S SIGNATURE _____

In some cases improvement projects greatly affect the surrounding neighborhoods. Although final approval rests with the Architectural Review Board, the Board reserves the right to notify your immediate neighbors of your proposed plans. Please list the names of all neighbors whose properties border yours, including property owners on both sides, across the street, and behind. Next to their names, indicate by "yes" or "no," whether you have contacted them and whether or not they support your plans.

Adjacent Property Owner	Phone #	Contacted?	Support?	Signature
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

FOREST LAKES

COMMUNITY ASSOCIATION, INC.

FOREST LAKES RESIDENT GUIDELINES – Updated January 2006

Forest Lakes is a "special" place and with the cooperation of all residents it will continue to be an attractive place in which to live and we will all benefit from the increased value of our investment.

Forest Lakes is a planned community and all home purchasers must, by law, be given a disclosure packet which contains three key legal documents, along with other supplemental material, relating to the community. These documents are:

1. Forest Lakes Community Association (FLCA) Bylaws
2. Declaration of Covenants and Restrictions of Forest Lakes (called C & R's)
3. Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Forest Lakes (called R & Rs)

The "Bylaws" describe how FLCA is governed. The "C & Rs" describe how the real property (i.e. common land) shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used. The "R & R's" describe restrictions which apply to all homeowners. The deed to your property legally binds the owner to the FLCA "C & R's" and "R & R's".

The FLCA Board of Directors has produced these "guidelines" with two objectives in mind:

1. To provide homeowners with a more clear and concise explanation of the applicable community restrictions in the "C & R's" and "R & R's".
2. To provide homeowners with a brief outline of the Architecture Review Process together with a list of the most common matters that are subject to that process.

Although, we have tried to be as complete as possible in the preparation of these "Guidelines" and the associated document "ARB Application Requirements", the "C & R's" and "R & R's" are senior in a legal sense and would override these guidelines and requirements in the event of conflict and / or omission.

Article I. LIVING GUIDELINES

These guidelines summarize restrictions which were established in the "C & R's" and "R & R's" to ensure that Forest Lakes will continue to provide its residents with a pleasing living environment. Following these guidelines should not present a hardship to any considerate resident and they can logically be considered to be essential to the preservation of the Community's values.

Section 1.01 FLCA COMMON LAND
(ref. C & R's, article VII)

- (a) This land belongs to all members of FLCA. Structures of any kind, toys, vehicles, tools, garden equipment, etc. are not permitted to be located nor stored / parked there. Gardens are not permitted to be established without FLCA Board approval. Trees and bushes must not be cut down unless dead or diseased. Disposal of small tree branches, brush, grass clippings, etc. is permitted only if spread so that it is hidden by the contour of the land. Disposal of non-vegetative items is strictly prohibited. It is not permitted to hunt or trap animals and birds in our common areas.

Section 1.02 FLCA COMMON AREAS (WATER)
(ref. C & R's, Article I)

- (a) These lakes and streams, and the fish in them, belong to all members of FLCA. Swimming, wading, and ice-skating are not permitted for safety reasons. Boating is permitted but at the boat owners risk. Fish can be caught and kept except for grass carp (usually 12 to 36 inches) which were stocked to control vegetation in the lakes. If caught, the grass carp should immediately be returned to the lake.

Section 1.03 GARBAGE CONTAINERS
(ref. R & R's, Article IV, Section 7.b.)

- (a) Garbage containers should not be placed on the street prior to 8 p.m. on the day before the pick-up nor left on the street after 8 p.m. on the day of the pick-up. Neighbors can help if this "time window" cannot be followed due to trips, etc.

Section 1.04 LAUNDRY
(ref. R & R's, Article IV, section 7.d.)

- (a) Hanging of laundry to dry on decks, yards, etc. is not permitted.

Section 1.05 MAILBOXES
(ref. R & R's, Article II, Section 6)

- (a) There is one standard mailbox and this can be viewed on Timberwood Blvd. at the entrance to the North Clubhouse. Each mailbox structure must contain the black mailbox, two engraved nameplates, two engraved house number plates, and a newspaper box. All detached houses must follow this standard and it is the responsibility of the homeowner to repair / replace the structure when necessary.

Section 1.06 PETS

(ref. R & R's, Article IV, Section 7.c.)

- (a) Animals must be on a leash and under control when outside the owner's property. All deposits must be picked up. Barking dogs must be brought inside. Invisible fencing for dogs must be located a minimum of 6 feet from adjacent property lines and 10 feet from walking paths.

Section 1.07 SIGNS

(ref. R & R's, Article II, Section 4)

- (a) Business signs are not permitted anywhere except for temporary contractor signs at a Residence while work is being done. For Sale / For Rent signs are limited to one per residence. Yard sale signs should be attached to wood stakes (available free at the Visitor Center) and not nailed to road signs. Political signs are not permitted in FLCA common land. No signs are permitted at the entrances to Forest Lakes except for special real estate promotional events. All signs for events should be removed immediately after the event.

Section 1.08 STREETS

- (a) The streets in Forest Lakes are owned and maintained by the Virginia Department of Transportation (VDOT). Sports devices such as hockey, lacrosse, soccer nets, and portable basketball backboards which remain on the street as a permanent fixture are considered to be a traffic hazard and VDOT will ask the County Police to remove them.

Section 1.09 SWIMMING POOLS

- (a) Small portable plastic pools maximum depth of 2 feet for small children are permitted in back yards only. Any pool larger than this is not permitted.

Section 1.10 TOYS

(ref. R & R's, Article IV, Section 7.e.)

- (a) These should be removed from the street, driveway, and front yard after use each day.

Section 1.11 FLAGS

- (a) American Flags or Decorative Flags should be attached to the house in such a way that it does not produce a negative appearance for the house and neighborhood. The flag may not exceed 3 feet by 5 feet in size, and the flagpole may not exceed 6 feet in length. Cotton flags or Nylon flags are recommended.

Section 1.12 UPKEEP

(ref. R & R's, Article II, Section 5)

- (a) All homeowners are expected to keep their house and grounds in good appearance. In extreme cases of disrepair, FLCA has the legal right to improve the condition and invoice the owner for this work.

Section 1.13 VEHICLES

(ref. R & R's, Article IV, Section 7.c. & Section 8)

- (a) No motor homes, trailers, campers, boats, large trucks, or unlicensed / non-operable vehicles may be parked on your property, unless it is housed in a garage.

Section 1.14 THE ARCHITECTURAL REVIEW PROCESS

(ref. C & R's, Article VII)

As provided in the legal Declarations, no homeowner initiative can result in the changing of the exterior appearance of the property unless the Architectural Review Board (the ARB) has approved that change.

Homeowners wishing to effect such initiatives must fill out an application, and submit it to the ARB, along with the appropriate additional documents. No work can begin until the ARB has approved the application. All applications to the ARB must be submitted by the homeowner, not the tenant. The application form can be obtained from the North Clubhouse, or the Forest Lakes web site, along with procedural instructions.

The categories below represent a sampling of the types of initiatives, which can be undertaken only after ARB approval has been obtained.

- (a) Additions
- (c) Basketball Backboards (fixed)
- (c) Dog house / dog runs
- (g) Landscape Projects
- (i) Patios
- (k) Retaining Walls
- (m) Spas / Hot tubs
- (o) Tree Removal
- (q) Removal of Existing Structures

- (b) Awnings
- (d) Decks / Front or side entrance porches
- (f) Fencing
- (h) Painting / exterior color changes
- (j) Play Equipment (fixed)
- (l) Storage Sheds
- (n) TV – Radio antenna / Dish
- (p) Miscellaneous

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IMPORTANT NOTE - The list shown above represents initiatives most commonly encountered but does not necessarily represent ALL initiatives, which require ARB approval. In case of question, it is the responsibility of the homeowner to check with the ARB to determine whether a planned initiative is subject to the review process.

Section 1.05 DOG HOUSES / DOG RUNS

General Considerations: Dog houses / dog runs should be located so as not to be obtrusive.

(a) Specific Details:

- (i) Doghouses should be painted to blend with their immediate surroundings or left to weather naturally.
- (ii) Landscaping may be required to soften the structures visually.
- (iii) Dog runs must generally follow the guidelines for fencing. Pre-fab chain-link dog runs generally will not be approved unless screened by wood fencing or located in a heavily planted area and painted black.

(b) Application: Your application should include:

- (i) A plan showing the location of the dog house or dog run, property lines, and principle building
- (ii) A description of the color and material
- (iii) A description of the dog house or run to include dimensions, pictures, construction drawings, etc., as applicable.

Section 1.06 FENCING

General considerations: Fencing can detract from the open character of Forest Lakes property and may have both a visual and a physical impact on the adjoining property. Careful consideration must be given to the fencing concept and execution.

Whenever possible, alternatives to hard fencing should be used. The use of landscaping and plant material or combinations of plants and short segments of fencing, or fencing hidden in plant material may achieve the sought-after goal.

In Forest Lakes, the only acceptable reason for yard fencing is to restrict the movement of children or pets to or from their property. An "open" type fencing is preferred. Privacy is not a reason for fencing. If the desired end is privacy, this should be addressed with shrubbery and landscaping. In some cases, small sections of fencing as part of a landscaping plan may be considered.

(a) Specific Details:

- (i) Fencing should be 48 inches from ground level to the top of the top raft or board. The fence shall have (3) split rails with a maximum width of 6 inches each.
- (ii) Split rail fences shall be natural finish. Vinyl coated wire mesh may be fixed to the inside of the fence but it shall have minimum 2 x 4 inch openings.
- (iii) Fences shall be located in the back yard only; that is, not forward of the rear corners of the house.
- (iv) Fencing setbacks shall be (2) feet from adjacent property lines and (1) foot from common land. (Note: if an easement or right-of-way exists on the side or rear property line, the

Section 1.08 PAINING / STAINING / EXTERIOR COLOR CHANGES

General Considerations: The following specifications and guidelines apply not only to the siding of buildings, but also to doors, shutters, trim, windows, etc.

No request for approval is needed to re-use existing colors.

(a) Specific Details:

- (i) Selected colors must be harmonious with the other colors used on the structure, e.g. roofing and brick, and must be harmonious with the other colors used in the neighborhood.

(b) Application: Your application should include:

- (i) Sample color chips of proposed new colors
- (ii) A description of what is to be painted
- (iii) A description of the colors of houses on either side and directly across the street.
- (iv) Unacceptable: House colors repeated side by side

Section 1.09 PATIOS

General Considerations: Patios should be located at the rear of the house or located within a fully enclosed area and provide continuity.

(a) Specific Details:

- (i) Size of patio should be consistent with the size of the house and yard.
- (ii) Patios should be constructed with natural colored concrete, slate, flagstone, brick, or wood left to weather naturally.
- (iii) All patios will be reviewed with respect to their visual impact on adjacent property.

(b) Application: Your application should include:

- (i) A foundation survey, or facsimile thereof, showing the location of the proposed patio, existing buildings, and property lines
- (ii) The dimensions of the patio
- (iii) A description of the materials to be used

- (i) A plot plan showing the location of the retaining wall, any existing buildings, and the property lines
- (ii) A section view showing the construction details
- (iii) A description of the materials

Section 1.12 STORAGE SHEDS

General Considerations: Sheds should have a simple design and the architectural details should be compatible with those of the house. Sheds must be located in rear yards.

(a) Specific Details:

- (i) Storage sheds shall have a maximum floor area of 160 square feet and should be located in rear yards.
- (ii) Storage sheds shall be constructed of wood, with vinyl siding and two-sided roof with shingles. The colors should match the house colors.
- (iii) The storage shed shall be located according to the County setback requirements of (6) feet from adjacent property lines except where an easement exists in which case the setback shall be (10) feet.
- (iv) The ARB may require landscaping (trees, shrubs, etc.) to shield the storage shed from adjacent houses.
- (v) The ARB may approve prefabricated wood storage sheds, which match the architectural details of the house if the shed is completely hidden within a wooded area. In this case, the maximum size shall be 80 square feet.

(b) Application: Your application should include:

- (i) A plot plan showing the location of the shed, existing structures, and property lines
- (ii) A description and dimensions of the shed
- (iii) A description of the color of the shed and the color of any nearby structures, if any
- (iv) Unacceptable: Prefabricated metal storage sheds

Section 1.13 SPAS / HOT TUBS

General Considerations: Spas / Hot tubs should usually be located in the rear yard away from the adjacent property so that their use, presence, and noise of the mechanical equipment do not adversely affect the use of the adjacent property.

(a) Specific Details:

- (i) Spas / Hot tubs should be an integral part of a deck, patio, or landscaping.
- (ii) Mechanical equipment, pipes, and wiring should be concealed.
- (iii) Spas / Hot tubs should be screened from adjacent property
- (iv) The understructure of spas / hot tubs set into above ground decks must be used.

Section 1.16 MISCELLANEOUS

General Considerations: There are many changes and additions that property owners can make to their property. The ones described on the previous pages are the most common. If your project is not included on the previous pages, refer to the one that is closest in concept to your project and use it as a guide for preparing an application to Forest Lakes ARB. Leave your name and number on the Association voice mail 961-7648 for additional information or assistance.

(a) Specific Details:

- (i) Consider your neighbors

(b) Application: Your application should include:

- (i) A description of your project to include dimensions, color, materials, etc.
- (ii) A plan or diagram showing the location of the project, existing buildings, existing related architectural details, property lines, etc.

Section 1.17 REMOVAL OF EXISTING STRUCTURES

General Considerations: The removal of any building, major addition, fence, wall, or structural element which changes the exterior appearance of property must be approved by the Forest Lakes ARB. In many instances, the removal may improve or have a neutral effect on the property. However, in other cases removal may have an adverse impact of the design of the structure.

Removal of basketball backboards, playhouses, and sheds is not a concern of the Forest Lakes ARB as long as the area is restored.

(a) Specific Details:

- (i) Removal of fencing is encouraged except where the fencing provides necessary visual screening or where it is an integral part of the building design.

(b) Application: Your application should include:

- (i) A clear description of what is to be removed
- (ii) Photographs of the existing condition

Access to Books and Records Forest Lakes Community Association

Forest Lakes Community Association is required by state law and by its own governing documents to maintain and make available to authorized persons records of the activities and business operations of the association as well as information on individual homeowners.

Homeowner Financial Information

All data to include association financial information, banking information as well individual homeowner financial records are maintained on a homeowners association management software system stored on the management company's server located in Richmond, Virginia. The data is backed-up daily at the Richmond office as well as at Associa's corporate headquarters in Dallas, Texas. Employees of the management company are required to change their passwords every 45 days to maintain the security of the database. In addition, only personal requiring access to FLCA information for maintenance or updating purposes are permitted to view or modify any data belonging to FLCA. The server as well as all computers connected to it are protected by an anti-virus program that automatically checks for security updates twice-daily.

Forest Lakes Site Office

Data stored on the FLCA site office computers have very limited or no financial association information on them as this information is stored on the server in the Richmond and Dallas offices. FLCA policies, forms, letters and e-mails and homeowner contact information are stored on the site office computers. Currently, a hard drive back-up system is in place with backup is performed daily. The PC's are cleansed prior to disposal and are typically replaced on a 6-7 year cycle. All computers are protected by a reputable antivirus software program updated daily. The Forest Lakes site office also maintains paper files stored in file cabinets that contain information on individual homeowners such as original contact information applications for architectural changes, written complaints and other general information.

Homeowner Access to Association Records Approved by the Board of Directors 9/26/12

Homeowners and other authorized persons may request to view or copy these files during normal business hours upon five days written notice reasonably identifying the purpose for the request and the specific books and records of the association requested. Homeowners may not request to view the records of other homeowners but reserve the right to view or copy their own file if desired. The records may be requested by filling out form #RHR (attached)

REQUEST FOR HOMEOWNER RECORDS FORM

Please complete the information below and return it to the Community Manager.

Name: _____

Address: _____

Today's Date: _____

Desired Date of Examination of Records: _____

Reason for Request: _____

Type of Records Requested: _____

Note: The association may impose a charge for each copy:

Black & White \$.15

Color \$.20

Larger than 8.5" X 11" Actual copy cost from a third party

Homeowners Complaint Procedure

In an effort to provide a consistent process for the fair resolution of complaints received by the Board of Directors and or management of Forest Lakes, the following process will be followed in communicating complaints.

Applicable Complaint Categories:

- Violation of Forest Lakes Rules or Guidelines
- Violation of county, state or federal laws
- Infringement of personal or property rights by other residents
- Action, inaction or decision by Governing Board, Managing Agent or Association that is in violation of FLCA Guidelines or Covenants.

Step 1: Complete form "Association Complaint Form #HC (attached) and return it to the site manager at the FLCA management office.

Step 2: The form is logged in and reviewed by, Forest Lakes Site Manager.

Step 3: A panel may be convened by the Forest Lakes Site Manager to determine actions required (e.g. for property issues, the Architectural Review Board may be consulted).

Step 4: The recommendations and actions of the panel are communicated to the originator in a formal letter.

Step 5: If the response is not satisfactory, the originator forwards the complaint the recommendation/action letter and an explanation of why the findings are not acceptable to:

Forest Lakes, c/o Community Group, Attention, Community Manager
1413 Sachem Place, Suite 2
Charlottesville, VA 22901
Phone 434-984-0700
Fax 434-984-1211

Step 6: The findings/recommendation/actions of the Community Group Manager are communicated to the originator in writing.

Step 7: If the response is not satisfactory, the originator forwards the complaint the recommendation/action letter and an explanation of why the findings are not acceptable to:

FLCA Board of Directors (attn: Board President)
1828 Pavilion Circle
Charlottesville, VA 22911
Phone 434-973-4596

Step 8: The Board of Directors reviews the complaint and the associated documents and their findings are communicated to the originator in a formal letter.

Step 9: If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to your complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB), in accordance with the regulations promulgated by the Common Interest Community Ombudsman Regulation as required by Title 54.1, Section 23.3 and Title 55, Section 29 of the Code of Virginia. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233
Phone 804-367-2941
CICOmbudsman@dpor.virginia.gov

Approved by the Board of Directors: September 26, 2012

FOREST LAKES HOMEOWNERS ASSOCIATION, INC. HOMEOWNER COMPLAINT FORM

Pursuant to Chapter 29 of Title 55 of the Code of Virginia, the Board of Directors (Board) of the Forest Lakes Homeowners Association, Inc. (Association) has established this complaint form for use by persons who wish to file written complaints with the Association regarding, the action, inaction or decision by the Governing Board, Managing Agent or Association inconsistent with applicable laws and regulations.

Legibly describe the complaint in the area provided below, as well as the requested action or preferred resolution of the issues described in the complaint. Please include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, please attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint.

Complaint Information:

Date: _____

1. Name of person(s) violating rules if applicable:
2. Address of person(s) violating rules if applicable:
3. Are the person(s) named in question 1 tenant (s) or owner (s)? _____
4. Describe in detail how and where rules were violated or the state the nature of your complaint:

5. When did the violation(s) or incident occur? _____

6. Have you personally discussed your concern with the Board or Management of Forest Lakes?
___ Yes, ___ No, ___ Verbally, ___ By written request. Date: _____

7. Name and address of person(s) filing
complaint: _____

8. Signature(s) of person(s) filing complaint:

FOR ASSOCIATION USE ONLY
Complaint Investigation Results

Owner: _____

Tenant: _____

Provision(s) of the Declaration, Bylaws or Rule(s) violated:

Registered Name(s) of lot owner(s) and address of lot:

Owner's address if non-resident:

Registered name(s) of tenant(s) and address of lot:

Comments: _____

Date response sent to homeowner acknowledging receipt of complaint: _____

Owner/Tenant ___ does ___ does not request a hearing with the Board of Directors.

Date request received: _____

Date referred to Community Manager if applicable: _____

Date referred to Board of Directors if applicable: _____

Date Response sent to homeowner in writing: _____

Form: CIR 9/26/12

cc: owner file

Forest Lakes Community Association, Inc.

Trash Collection Update

As you know, your Board of Directors was able to enter into a new Trash Disposal Agreement with SDI/County Waste that will provide savings to Forest Lakes homeowners while allowing for single stream (one receptacle) recycling. The following is presented to insure a smooth transition to the new company and answer as many of your questions as possible.

The Allied Waste receptacles will be picked up on Friday, June 29, 2012, after their final collection. Anyone who has made payment to Allied Waste for services that extend beyond June 30, 2012 should contact Allied directly at 434-295-4178. Delicia Payne is the contact person at this location and should be able to assist you.

SDI/County Waste will be delivering your new receptacles on Saturday, June 30, 2012. If you do not receive a receptacle on Saturday please contact their customer service department. Should you need a second receptacle you may contact them directly.

To contact the new company you may access their web site at www.sdidisposal.com or call them at 434-296-6000. This will connect you with their Customer Service Center. Any concerns or problems should first be addressed to their service center. If unable to resolve the issue within a reasonable time please feel free to contact the Forest Lakes office at 434-973-4596 for assistance.

Reminder, a supplemental assessment of \$36.00 per quarter will be added to your statements for the last two periods of 2012. This assessment will apply to all owners in Forest Lakes, single family and townhomes. Please remember that if you use the direct debit

system (KLIKNPAY) as a method of payment you will need to change the amount that was previously established. You can reach them at www.kliknpay.com . They can also be reached by phone at 877-554-5266.

Gateway Village owners will continue to pay the existing assessment to the Gateway Village Association directly for the remainder of 2012. The Gateway Village Association will make the appropriate payment to Forest Lakes on your behalf.

Landlords: please notify your tenants of this change and the proper procedures to follow.

We expect that this transition will go smoothly and thank everyone for working with us to continue to make Forest Lakes a great community in which to live.

Board of Directors