

Foxwood Forest Owners Association

42 Old Farm Road
Charlottesville, Virginia 22903
office: (434) 220-3434
(434) 960-7460

April 4, 2007

RE: Foxwood Forest Owners Association pending budget & annual dues;

1. The budget for the Foxwood Forest Owners Association and estimated annual dues will be calculated and completed by December 1, 2007.
2. Based on past recurring expenditures and anticipated future maintenance costs, including entrance and common area landscaping (flowers, mulch, fertilizer, seeding etc.), grass mowing, electricity for lights, required insurance as well as periodic sign and fence upkeep, the anticipated annual dues should be around \$350.00 per household / lot owner.
3. It is further anticipated that the initial billing date of the annual dues will commence in the early spring of 2008. A specific date will be determined by December 1, 2007. The dues will be billed and collected in one annual installment.
4. Meta T. Chisholm, is president of Foxwood Forest LLC and current president of the Foxwood Forest Owners Association.
5. Any further questions regarding the annual budget, anticipated dues or other general concerns should be directed to Bartlett Chisholm at (434) 409-1640.

Sincerely,

Meta T. Chisholm
Meta T. Chisholm

President, Foxwood Forest LLC / Foxwood Forest Owners Association



VIRGINIA ASSOCIATION OF REALTORS® PURCHASER'S ACKNOWLEDGEMENT OF RECEIPT OF PROPERTY OWNERS' ASSOCIATION DISCLOSURE PACKET



Reference is made to the Contract of Purchase dated the _____, between the undersigned as Purchaser therein and _____ as Seller therein on property located at _____ (the "Property").

The undersigned hereby acknowledge(s) receipt from Seller of a disclosure packet requested from _____ Foxwood Forest Owners Association, Meta T. Chisholm (president) (the "Association") pursuant to the Virginia Property Owners' Association Act, Section 55-508 et seq. of the Code of Virginia (the "Act").

The disclosure packet includes:

1. A Property Owner's Association Disclosure Packet Notice (as required by §55-512 of the Code of Virginia).
2. The name of the Association and, if incorporated, the state in which the Association is incorporated and the name and addresses of its registered agent in Virginia; The name of the Association is "Foxwood Forest Owners Association." The Association is presently an unincorporated entity.
3. A statement of any capital expenditure anticipated by the Association within the current year and, if available, the two succeeding fiscal years; (none at this time)
4. A statement, including the amount of all assessments and any other mandatory fees or charges currently imposed by the Association applicable to the Property and to the right of use of common areas, and the status of the account; (no assessments yet in effect)
5. A statement whether there is any other entity or facility to which the owner of the Property may be liable for fees or other charges; (none)
6. A statement or a summary of the status and amount of any reserve or replacement fund and any portion of the fund allocated by the board of directors of the Association for a specified project; (none yet established or allocated)
7. A copy of the Association's current budget or a summary thereof, and copy of its statement of income and expenses or statement of its financial condition for the last fiscal year for which such statement is available; (none yet available)
8. A statement of the nature of any pending suit or unpaid judgment to which the Association is a party which either could or would have a material impact on the Association or its members or which relates to the Property; (none)
9. A statement setting forth all insurance coverage, including any fidelity bond, maintained by the Association; (none at this time)
10. A statement as to whether any notice has been given to Seller that any improvement or alteration made to the Property, or uses made of the Property or common area assigned thereto, are in violation of any of the instruments referred to in paragraph 11 below; (no such notice)
11. A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot including, but not limited to reasonable restrictions as to the size, place and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag. N/A
12. A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale; (see Section 6.06 of the Declaration)
13. A copy of the current declaration and the Association's articles of incorporation and bylaws and any rules and regulations, or architectural guidelines promulgated by the Association; and (see enclosed)
14. A certificate that the property owners' association has filed the annual report required by §55-516.1 of the Act; the certificate shall indicate the registration number and date of registration with the Real Estate Board. (see enclosed)

_____/_____
Date Purchaser (SEAL)

_____/_____
Date Purchaser (SEAL)

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VAR FORM 620 REV. 8/00

Pnce Real Estate Associates LLC 1380 East Rio Road, Charlottesville VA 22906
Phone: 434 6177223 Fax: 434 8174664 Tom White

Printed with ZipForm™ by RE Pennefert, LLC 18021 Fifteen Mile Road, Clinton Township, Michigan 48025, (800) 363-9005

T4795563.ZFX

ASSOCIATION DISCLOSURE PACKET NOTICE

Note to prospective purchasers: The lot you are considering purchasing is in a development which is subject to the provisions of the Virginia Property Owners' Association Act. Living in a community association carries with it certain rights, responsibilities and benefits.

Some of the benefits include the right to use common areas, which may include swimming pools, parks, playgrounds and other recreational facilities. In order to finance the operation of the community, each owner is responsible for and obligated to pay regular assessments, and if necessary, special assessments to ensure that the financial requirements are met. Failure to pay any of these assessments may result in a lien being placed on your property.

The use of common areas, financial obligations of lot owners' and other information concerning the rights, responsibilities and benefits resulting from the purchase of a lot in this common interest community are subject to the provisions of governing documents that typically include a declaration, bylaws, articles of incorporation and rules and regulations. These documents play an important role in association living and should be reviewed carefully prior to your purchase.

Some decisions of your association will be made by the board of directors, while others will be made by a vote of all association members, made up of the other lot owners in your development. You will be bound by all decisions of the association and the board of directors. The documents cited above contain information concerning the selection of members of the board of directors, meetings, voting requirements, and other important information you should become familiar with. **REMEMBER:** Failure to comply with the governing documents of your association can result in legal action being taken against you.

You may wish to become active in your association, either by running for the board of directors or by serving on a committee. Your involvement is important, as you will be bound by all decisions of the association and the board of directors.

The name of your association is:

Foxwood Forest Owners Association, Meta T. Chisholm, (president)

Lot number and address:

Assessments and/or Mandatory Fees you are responsible for:

Assessments: _____ per _____

Special assessments: _____

Other entity or facility: _____

Other fees: _____

Failure to pay any of the above Assessments and/or mandatory Fees may result in nonjudicial foreclosure on your property or the following:

ALL DOCUMENTS AND INFORMATION CONTAINED IN THIS DISCLOSURE PACKET PLAY AN IMPORTANT ROLE IN LIVING WITHIN A COMMON INTEREST COMMUNITY AND SHOULD BE REVIEWED CAREFULLY PRIOR TO YOUR PURCHASE OF THE PROPERTY. A LIST OF THOSE DOCUMENTS YOU ARE ENTITLED TO RECEIVE IN ACCORDANCE WITH THE PROPERTY OWNERS' ASSOCIATION ACT IS PRINTED ON THE BACK OF THIS NOTICE.

Recipient Name (print): _____

Recipient signature: _____

Date: _____

FOXWOOD FOREST OWNERS ASSOCIATION

UNANIMOUS CONSENT

March 1, 2004

Foxwood Forest, LLC, as the "Declarant" and "Developer" of Foxwood Forest Subdivision, pursuant to the terms of that certain Amended and Restated Declaration of Restrictions, Covenants, and Conditions dated January 31, 2003 (as amended, the "Declaration"), recorded in Deed Book 2375, Page 49 in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, and the undersigned owners of Lots in Foxwood Forest Subdivision (together with Declarant, the "Owners"), hereby take the following actions in furtherance of the organization of the Foxwood Forest Owners Association (the "Association"), effective as of March 1, 2004, as follows:

1. The copy of the Bylaws attached hereto are hereby adopted as the Bylaws of Foxwood Forest Owners Association.

2. The following three (3) persons are hereby elected to serve as the initial Board of Directors of the Association (the "Board") until their successors are duly elected by the Lot Owners of Foxwood Forest Subdivision:

Meta T. Chisholm
Bartlett T. Chisholm
Katharine C. Almy

3. The initial annual assessments to be imposed on each Lot in Foxwood Forest Subdivision, and the effective date of such assessments, shall be subsequently determined by the Board in accordance with the Declaration. Written notice of such assessments shall then be provided to each Lot Owner.

DECLARANT:

Foxwood Forest, LLC

Date: 3-11-04

By: Meta T. Chisholm, Manager
Meta T. Chisholm, Manager

Date: 3/11/04

Date: 3/15/04

Bartlett T. Chisholm
Katharine C. Almy

Date: 3/11/04

Alicy M. Meade

Date: 3/11/04

Emily Meade

Date: 3/15/04

Ronald B Smith

Date: 3/17/04

William M. Mangum

Date: 3/17/04

[Signature]

BY-LAWS

OF

FOXWOOD FOREST OWNERS ASSOCIATION

March 1, 2004

Foxwood Forest Owners Association, an unincorporated entity under the laws of Virginia, is organized as an association of persons having a common interest in the general welfare of the owners of property in Foxwood Forest, a subdivision in Albemarle County, Virginia. The organization is intended to result in no pecuniary gain or profit for its Members, as defined herein, or for any private individual or entity.

SECTION I

GENERAL

1.01 Name. The name of the association is Foxwood Forest Owners Association (the "Association").

1.02 Principal Office. The principal office of the Association shall be located at 690 Berkmar Circle, Charlottesville, Virginia 22901, or at such other location within the Commonwealth of Virginia as may be designated from time to time by the Board of Directors (the "Board").

1.03 Definitions. All capitalized terms used herein shall have the same respective meanings set forth in the Foxwood Forest Subdivision Amended and Restated Declaration of

Restrictions, Covenants and Conditions dated January 31, 2003, recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 2375, page 49, as amended by instruments recorded in Deed Book 2445, page 243, and Deed Book 2478, page 356, respectively, as the same may from time to time be further amended or supplemented (the "Declaration").

1.04 Incorporation by Reference. The provisions of the Declaration are incorporated herein by reference as if such provisions were set forth fully in these By-Laws.

1.05 Construction of By-Law Provisions: Conflict. The provisions of these By-Laws are expressly subject to the provisions set forth in the Declaration. In the event these By-Laws conflict with the terms and provisions of the Declaration, the Declaration shall control.

SECTION II

MEETINGS OF MEMBERS

2.01 Annual Meeting. The Association shall hold an annual meeting of the Members each year on such day and at such place and time as shall be determined by the Board of Directors. The purpose of the annual meeting shall be the receipt of a report from the officers concerning the activities of the Association during the preceding year, the election of individuals to serve

on the Board for the ensuing year, and the taking of action upon such other matters as may properly come before the annual meeting.

2.02 Special Meetings. Special meetings of the Members may be called at any time by the President, by the Board, or upon written request of the Members who are entitled to cast one-third (1/3) of the membership votes.

2.03 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days prior to the scheduled date of such meeting to each Member in good standing entitled to vote, addressed to the Member's address last appearing on the books of the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

2.04 Quorum. At any duly called meeting of the Association, the presence of Members or of proxies in good standing entitled to cast 50% of all votes shall constitute a quorum. If the required quorum is not present, another meeting

may be called, and the required quorum at the subsequent meeting shall be 50% of the required quorum at the preceding meeting.

2.05 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the taking of any vote by the Members. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.

2.06 Majority. At any duly called meeting of the Association having a quorum, the majority of such quorum shall decide any question or matter that may come before the meeting.

2.07 Organization of Meetings. At each meeting of the Members, the President (or, in the absence of a President, a person chosen by a majority vote of the Members present in person or by proxy) shall preside over the meeting. The Secretary (or, in the absence of a Secretary, a person chosen by the person presiding) shall act as secretary of the meeting.

SECTION III

BOARD OF DIRECTORS

3.01 Number. Subject to temporary vacancies due to death, resignation, or removal, the affairs of the Association shall be managed by a Board of Directors of three (3) persons, one of

whom shall be President of the Association. The directors do not need to be Members of the Association.

3.02 Term of office. The initial Board of Directors shall be designated by the Declarant, Foxwood Forest, LLC. Thereafter, the directors shall be elected annually at the annual meeting of the Members and each shall serve for one (1) year unless he or she shall sooner resign, or be removed, or otherwise be disqualified to serve.

3.03 Powers. The Board of Directors shall have the power to:

(a) exercise for the Association all powers, duties, and authority vested in or delegated to this Association by the Declaration, and all powers, duties, and authority necessary for the administration of the affairs of the Association, and all such acts and things as are required or permitted by the Declaration and/or these By-Laws to be exercised or done by the Members of the Association;

(b) declare a directorship to be vacant in the event the holder thereof shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(c) employ a managing agent, an independent contractor or such other employees as they deem necessary, and to prescribe their duties; and

(d) otherwise manage the affairs of the Association and to exercise all powers commensurate therewith, except as expressly prohibited or restricted by the laws of the Commonwealth of Virginia, these By-Laws and/or the Declaration.

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

(a) keep or 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 any special meeting when such statement is requested in writing by one-third (1/3) of the Members who are entitled to vote;

(b) supervise all officers, agents, and employees of this Association, for the purpose of ensuring that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) administer the collection and use of the maintenance assessments as provided for therein;

(2) fix the amount of the annual assessments;

(3) send written notice of the annual assessment to every Owner subject thereto; and

(4) foreclose the lien against any Lot for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same;

(d) issue, or cause to be issued, within two (2) business days upon request by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment. The person or entity keeping such records may be paid such reasonable compensation by the Association as may be determined by the Board of Directors;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association, as it may deem appropriate;

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

(g) promote the enjoyment, health, safety and welfare of the residents of Foxwood Forest;

(h) provide for the Maintenance and/or improvements of the Common Area in Foxwood Forest, as provided for in the Declaration; and

(i) perform all other duties and obligations required of or delegated to the Association by the Declaration and/or the By-Laws or the laws of the Commonwealth of Virginia.

3.05 Nomination. Nomination for election to the Board shall be made by a Nominating Committee, the members of which shall be appointed by the Board prior to each annual meeting of the Members and shall serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but not less than the number of vacancies to be filled. Nominations for election to the Board may also be made from the floor at the annual meeting of the Members.

3.06 Election. Election to the Board shall be by signed written ballot. The Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

3.07 Death, Resignation, or Removal. Any director may be removed from the Board of Directors, with or without cause, at a regular or special meeting of the Members, by vote of a majority of a quorum present in person or by proxy. In the event of removal of a director by the Members, his or her successor shall be elected by the then-remaining directors as soon after removal as such directors may deem practicable. In the event of the death or resignation of a director, his or her successor shall be elected by the remaining directors as soon after death or resignation as such directors may deem practicable. Until such election, the remaining directors shall have authority to manage the affairs of the Association. Any successor director shall serve for the unexpired term of his or her predecessor.

3.08 Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties, may be indemnified as provided in §13.1-875, et seq., of the Code of Virginia, as amended.

3.09* Annual and Regular Meetings. The annual meeting of the Board of Directors shall be held immediately following the conclusion of the annual meeting of the Members. The Chairman of

the Board of Directors shall preside. At the annual meeting, the Board shall undertake such lawful business as may come before it and shall elect Association officers for the ensuing year. In addition to the annual meetings of the Board of Directors, regular meetings may be held quarterly and, without notice, at such other intervals and, at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should any such meeting fall upon a legal holiday, it shall be held at the same time on the next day which is not a legal holiday.

3.10 Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

3.11 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

3.12 Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written

consent of all the directors then constituting the Board. Any action so approved shall have the same effect as though taken at a meeting of the directors.

SECTION IV

OFFICERS

4.01. Designation of Officers. The officers of the Association shall be a President, who shall at all times be a member of the Board of Directors, a Secretary, and a Treasurer, and such other special officers performing such duties and serving for such length of time as the Board may from time to time determine by resolution.

4.02. Election of Officers. The election of officers shall take place at each annual meeting of the Board of Directors.

4.03. Qualifications and Term. The officers do not need to be Members of the Association. The officers of the Association shall be elected annually by the Board. Each officer shall hold office for one (1) year, unless he or she shall sooner resign, or be removed, or otherwise disqualified to serve.

4.04. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall

take effect on the date of 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.

4.05: Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors at such time as the Board may deem appropriate. The officer then appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

4.06: Multiple Offices. The offices of President, Treasurer, and/or Secretary may be held by the same person.

4.07: Duties. The duties of the officers are as follows:

President:

(a) The President shall preside at all meetings of the Board of Directors; report at least annually to the Board; see that orders and resolutions of Board of Directors are carried out; sign all leases, mortgages, deeds, and other written instruments; sign checks and promissory notes of the Association as authorized by the Board; oversee the day-to-day operations of the affairs of the Association; and perform such other duties as are customarily incident to the office of President or are required by the Board.

Secretary

(b) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; and perform such other duties as are customarily incident to the office of Secretary or are required by the Board.

Treasurer

(c) The Treasurer shall receive, collect, and deposit in appropriate bank accounts all monies, including dues of Members, of the Association; disburse such funds as directed by resolution to the Board of Directors; sign checks and promissory notes of the Association as authorized by the Board; keep proper books of account; prepare an annual budget and statement of income and expenditures to be presented at the annual meeting of the Members; deliver a copy of each such document to the Members present at such annual meeting; and perform such other duties as are customarily incident to the office of Treasurer or are required by the Board.

SECTION V

TRANSACTIONS WITH OFFICERS, DIRECTORS AND AFFILIATES

5.01 Approval of Contract. No contract or other transaction between the Association and any officer or director, or in which any officer or director is interested, and no contract or other transaction between the Association and any other corporation, firm, association or entity in which any officer or director is a director, shareholder or officer or is otherwise interested shall be either void or voidable (a) because of any such relationship or interest, (b) because such director is present at the meeting of the Board, or a committee thereof which authorizes, approves or ratifies such contract or transaction or (c) because the vote of any such director is counted for such purpose, provided that the material facts as to the relationship or interest are disclosed or known (i) to the Board or committee which authorizes, approves or ratifies the contract or transaction by a vote sufficient for the purpose without counting the vote of any such interested director or (ii) to the Members entitled to vote, who then authorize, approve or ratify such contract or transaction by majority vote or written consent.

5.02 Contract Fair and Reasonable. In any event, no contract or other transaction described in Section 5.01 shall be void or voidable despite failure to comply with sub-parts (i) or (ii) therein provided that such contract or transaction was fair and reasonable to the Association in view of all the facts known to any officer or director at the time such contract or transaction was entered into on behalf of the Association. In the event a court action is initiated for the purpose of obtaining relief for the Association on account of a contract or other transaction described in Section 5.01 in which there was no compliance with sub-parts (i) or (ii) thereof, such contract or transaction may be voided and other appropriate relief may be granted, unless the party seeking to uphold the contract or transaction sustains the burden of proving that such contract or transaction was fair and reasonable to the Association in view of all the facts known to any officer or director at the time such contract or transaction was entered into on behalf of the Association.

SECTION VI

MISCELLANEOUS

6.01 Committees. The Board of Directors shall appoint committees as it deems appropriate in carrying out its purpose and the purposes of the Association.

6.02 Books and Records. The books, records, and papers of the Association shall be available for examination by any Member at convenient weekday hours, upon reasonable notice to the President at the registered office or, if different from the address of the registered office, the principal office of the Association, or at such other mutually convenient location as the President may designate. The Declaration and the By-Laws of the Association shall be available at such location for inspection by any Member, and copies of such documents may be purchased by a Member at reasonable cost.

6.03 Amendments. These By-Laws may be amended, at a regular or special meeting of the Members, by vote of a majority of a quorum present in person or by proxy.

TMP 03400-00-00-12500 through 03400-00-00-17000, inclusive

Prepared By: McCALLUM & KUDRAVETZ, P.C.
250 East High Street
Charlottesville, VA 22902
(434) 293-8191

FOXWOOD FOREST SUBDIVISION

Amended and Restated Declaration of Restrictions, Covenants And Conditions

THIS AMENDED AND RESTATED DECLARATION made this 31st day of January, 2003, by and among FOXWOOD FOREST, LLC ("Declarant"), and William Heighter CHISHOLM, JR., Bartlett T. CHISHOLM, and Katharine C. ALMY;

WITNESSETH:

WHEREAS, the Declarant is the owner of those certain lots or parcels of land described as Lots 1 through 4; Lots 7 through 10, Lots 13 through 26, Lots 29 through 43, and Lots 45 and 46, on that certain plat of William S. Roudabush, Inc. dated June 21, 1977, revised March 30, 1981, captioned "Subdivision Plat 'Foxwood' Located on State Route 640 Near Gilbert, Rivanna Magisterial District, Albemarle County, Virginia", which plat is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed 714, Page 238 (the "Plat");

WHEREAS, William Heighter Chisholm, Jr. is the owner of those certain lots or parcels of land described as Lots 27 and 28 on the above referenced Plat; Bartlett T. Chisholm is the owner of those certain lots or parcels of land described as Lots 11 and 12 on the above referenced Plat; and Katharine C. Almy is the owner of those certain lots or parcels of land described as Lots 5 and 6 on the above referenced Plat; (William Heighter Chisholm, Jr., Bartlett T. Chisholm, and Katharine C. Almy are sometimes referred to herein as the "Other Initial Owners");

WHEREAS, the Declarant and the Other Initial Owners collectively own all of those certain lots or parcels of land described as Lots 1 through 46, inclusive, on the Plat ("the Property"), which property was originally designated on the Plat as "Foxwood" but which is now designated as "Foxwood Forest";

WHEREAS, the predecessors in title to the Declarant and the Other Initial Owners previously executed and recorded that certain "Declaration of Private Driveway Covenants, Easements and Restrictions For Foxwood Subdivision, Albemarle County, Virginia" dated February 12, 1981, recorded in Deed Book 714, Page 238 in said Clerk's Office; and the Declarant and the Other Initial Owners desire to supercede and replace that instrument by this Amended and Restated Declaration;

WHEREAS, the Declarant and the Other Initial Owners desire to subject the Property to covenants, restrictions, easements, conditions, reservations, liens and charges to which the Property

shall henceforth be subject, each and all of which is and are for the benefit of said Property and the Owners thereof.

NOW, THEREFORE, the parties hereto declare and agree that henceforth the Property described in Section 2.01 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, reservations, liens and charges hereinafter set forth, and any valid amendments or supplements hereto, which are imposed to enhance and protect the value and desirability of the real property in Foxwood Forest. The provisions set forth herein shall run with the land and shall be binding upon any and all parties who have or shall acquire any right, title and/or interest in all or any part of the Property subject to this Declaration, and shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

Section 1.01. "Foxwood Forest" shall mean and refer to the Property described in Section 2.01 hereof which is hereby subjected to this Declaration.

Section 1.02. "Declaration" shall mean and refer to the covenants, restrictions, easements, conditions, reservations, liens and charges and all other provisions herein set forth in this entire document, as same may from time to time be amended or supplemented.

Section 1.03. "Supplementary Declaration" shall mean and refer to any declaration of restrictions, covenants and conditions which may be executed and recorded by the Declarant which extends the provisions of this Declaration to additional real property and contains such complementary or modifying provisions for such additional real property as are not inconsistent with the concept of this Declaration.

Section 1.04. "Declarant" shall mean and refer to Foxwood Forest, LLC, a Virginia limited liability company, and any assignee of it as Declarant with regard to Foxwood Forest.

Section 1.05. "Lot" shall mean and refer to any plot of land designated as a "Lot" upon any recorded plat of any portion of Foxwood Forest.

Section 1.06. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, including the Declarant, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. In the case where a Lot is held by one or more persons for life with the remainder to another or others, the term "Owner" shall mean and refer only to such life tenant or tenants until such time as the remainderman or remaindermen shall come into use, possession or enjoyment of such Lot.

Section 1.07. "Association" shall mean and refer to the Foxwood Forest Owners Association, a non-profit association, its successors and assigns.

Section 1.08. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.09. "Roads" shall mean and refer to Foxwood Drive, Quail Run Lane, Woodthrush Lane, and Old Crow Ct. (subsequently referred to as "Bobwhite Ct.", and now renamed and known as "Meadowlark Ct.") as shown and described on the Plat referred to in Section 2.01 hereof.

Section 1.10. "Private Access Easements" shall mean and refer to those two certain joint driveway easements serving (a) Lots 4, 5, 6 and 7, and (b) Lots 26 and 27, respectively, as shown and described on the Plat referred to in Section 2.01 hereof, such easements being further described in Article IV hereof.

Section 1.11. "Architectural Control Board" shall mean and refer to the board established in Article V below for the purpose of controlling and regulating the development and the external design, appearance, landscaping, grading and use of the Lots and the structures and other improvements thereon.

ARTICLE II PROPERTY SUBJECT TO DECLARATION

Section 2.01. Existing Property. The real property which at this time is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is described as all those certain forty-six (46) lots situated in Albemarle County, Virginia, shown and described as Lots 1 through 46, inclusive, on a plat of William S. Roudabush, Inc. dated June 21, 1977, revised March 30, 1981, captioned "Subdivision Plat 'Foxwood' Located on State Route 640 Near Gilbert, Rivanna Magisterial District, Albemarle County, Virginia", which plat is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed 714, Page 238.

ARTICLE III ROADS; EASEMENTS

Section 3.01. Dedication to Public Use. The Declarant shall have the right and power to dedicate to public use and does hereby confirm the dedication to public use of:

(a) Foxwood Drive, Quail Run Lane, Woodthrush Lane, and Meadowlark Ct. (formerly Old Crow Ct.) so that they may be accepted into the Virginia State Highway System and thereby be publicly maintained; and

(b) the easement(s) reserved by the Declarant in this Article III which are required by a public body to be dedicated for Foxwood Drive, Quail Run Lane, Woodthrush Lane, and Meadowlark Ct. (formerly Old Crow Ct.) being accepted into the Virginia State Highway System.

Section 3.02. Regulation of Traffic and Parking. Until such time as the Roads are accepted for public maintenance, the Declarant shall have the right and power to place any reasonable restrictions upon the use of the Roads, including the establishment of speed limits and regulation of parking along the Roads.

Section 3.03. Maintenance. The initial construction of the Roads shall be paid for by and shall be completed by the Declarant or its assigns. Thereafter and until such time as the Roads may

be accepted into the State Highway System, the necessary money for the future repair, maintenance, improvement, enhancement or replacement ("Maintenance") of the Roads will not be borne by any Owner, but rather shall be provided by the Declarant or its assigns.

Section 3.04. Damage By or Negligence of Owner or Declarant. Notwithstanding any other provision of this Declaration, if the Declarant, or any Owner through his own negligence or through his construction, development or other unusual activity on his Property causes the Roads to be damaged, then he shall be solely and exclusively responsible for the repair of such damage without the benefit of contribution from the other Owners.

Section 3.05. Temporary Construction Easements. The Declarant reserves unto itself, its successors and assigns, temporary, alienable easements within and across those portions of the Lots lying within fifty feet (50') of the centerline of the Roads for the construction and grading of the Roads and the cutting, filling and grading of slopes and installation of drainage facilities. This temporary construction easement shall terminate upon completion of the Roads and their acceptance into the State Highway System.

Section 3.06. Utility, Drainage, Sight Distance, Etc. Easements.

(a) Generally. The Declarant reserves unto itself, its successors and assigns, perpetual and alienable easements and right of ways above ground and underground twenty feet (20') in width inside and along the front and rear Lot lines and twenty feet (20') in width centered on the side Lot lines of all Lots subject to this Declaration: (i) to construct, maintain, inspect, replace and repair electric and telephone poles, wires, cables, conduits, pipes, and other suitable equipment for the conveyance of telephone, electricity, cable, communications and other utilities and public conveniences; (ii) for storm and surface water drainage, together with the right of ingress and egress to all such facilities and easements for the construction and maintenance thereof; (iii) to create, provide and maintain any sight distances and/or slopes required by the Virginia Department of Transportation for use and/or acceptance for public maintenance of the Roads; and (iv) to meet any other condition or requirement of any governmental authority related to the subdivision and or development of Foxwood Forest and/or the use of and/or acceptance of the Roads for public maintenance.

(b) Drainage Easements. The Declarant reserves unto itself, its successors and assigns, perpetual and alienable drainage easements and rights of way above ground and underground as shown on the Plat, to construct, maintain, inspect, replace and repair pipes and swales for storm and surface water drainage.

(c) Scope of Easements. The easements provided for in this Section shall include the right to cut any trees, brush and shrubbery, make any grading of soil, and take other similar action reasonably necessary to provide economical and safe utility installation and drainage facilities. No new trees, shrubs, fences, buildings, overhangs or other improvements or obstructions shall be placed within the easements provided for in this Section. The rights in this Section may be exercised by any licensee of the Declarant, but shall not be deemed to impose any obligation upon the Declarant to provide or maintain any utility or drainage services. Any damage resulting from the use of the easements hereby reserved shall be promptly rectified at the expense of the entity responsible for such damage.

Section 3.07. Entrances to Roads. Any entrance to the Roads constructed by the Owner of a Lot within Foxwood Forest shall be constructed and maintained by the Owner pursuant to

standards approved by the Virginia Department of Transportation. If any Owner shall fail to so design, construct or maintain the entrance from the Roads to his Lot to meet the minimum specifications and standards of the Virginia Department of Transportation for a private entrance on a publicly maintained road, Declarant shall have the right to bring such entrance into compliance with such specifications and standards and to collect the cost(s) of such work from such Owner (together with costs of collection, including reasonable attorneys' fees).

ARTICLE IV PRIVATE ACCESS EASEMENTS

Section 4.01. Establishment. The Declaration does hereby establish and impose permanent, non-exclusive access easements of the width and dimensions shown on the Plat, as follows:

(a) over, through and across Lots 5 and 6 the sole use and benefit of and appurtenant to Lots 4, 5, 6 and 7, respectively, along and across that certain strip of land designated as "Joint Driveway" as shown and described on the Plat for ingress and egress to and from Foxwood Drive ("Private Access Easement No. 1");

(b) over, through and across Lots 26 and 27 for the sole use and benefit of and appurtenant to Lots 26 and 27, respectively, along and across that certain strip of land designated as "Joint Driveway" as shown and described on the Plat, for ingress and egress to and from Meadowlark Ct. (formerly Old Crow Ct.) ("Private Access Easement No. 2");

(c) although the locations of the Private Access Easements shall be as shown on the Plat, minor variations may occur following initial construction of the access roads with the centerline of the Private Access Easements to be the centerline of the access roads as initially constructed; and

(d) the provisions of this Declaration are intended to, and do hereby, supercede the provisions of that certain "Declaration of Private Driveway Covenants, Easements and Restrictions" dated February 12, 1981, recorded in the aforesaid Clerk's Office in Deed Book 714, Page 238.

Section 4.02. Maintenance. The Private Access Easements and the private roads and related improvements located therein are private and require private maintenance as hereinafter set forth. The costs of repair, maintenance, upkeep, improvement, or replacement (hereinafter "maintenance") of the Private Access Easements and the private roads located therein will not be borne by the County of Albemarle, the Commonwealth of Virginia, the Virginia Department of Transportation or any public agency, but rather shall be the responsibility of and be borne as follows:

(a) Initial Construction. The initial construction of the private roads within the Private Access Easements shall be borne by and completed by the Declarant or its assigns.

(b) Continued Maintenance. Thereafter, all maintenance of the private roads within the Private Access Easements shall be subject to the following conditions:

(i) The cost of maintenance of the private road within Private Access Easement No. 1 shall be allocated and borne 25% by each of Lots 4, 5, 6 and 7;

(ii) The cost of maintenance of the private road within Private Access Easement No. 2 shall be allocated and borne 50% by Lot 26 and 50% by Lot 27;

(iii) During the period of any site development and/or construction on a Lot, the Owner of such Lot shall keep the applicable private road free and clear of dirt, mud and/or debris; and

(c) **Damage From Construction Activities.** Notwithstanding the foregoing, each Owner of a benefited Lot shall be solely and exclusively responsible for and shall fully bear the costs of maintenance within the Private Access Easements and of the private roads and related improvements located therein necessitated by construction activities on its Lot, and each Owner shall restore any portion of the Private Access Easements and the private roads and related improvements located therein damaged by its construction activities to at least its prior condition upon completion of such construction.

Section 4.03. **Time, Necessity, and Standards of Maintenance.** The Owners of those Lots bearing the maintenance obligation for a particular Private Access Easement or portion thereof shall determine the time, necessity and standards of maintenance of the applicable private road(s) and related improvements; provided, however, that the private roads, or other related improvements shall be maintained in a first class manner, keeping the same clean, swept and free of debris, free from the accumulation of water, ice and snow, so as to keep the road reasonably open for usage, properly surfaced, maintained and repaired in a safe and sightly condition, free of settling, pot holes, fissures and cracks and in compliance with any applicable laws or ordinances. When such Owners determine that maintenance of the private road(s) and/or related improvements is necessary, such Owners shall agree upon the work to be done, the contractor to do the work, and the time when the work is to be done; said agreement to be evidenced by written memoranda of the same signed by such Owners. In the event that such Owners are not able to agree upon the time and/or need for maintenance, then the Owner(s) desiring maintenance shall be entitled, upon fifteen (15) days prior written notice to the other Owner(s), to have the maintenance performed and collect therefor as provided in Section 4.04 below.

Section 4.04. **Personal Liability, Lien and Enforcement.**

(a) **Personal Liability for Maintenance.** Each Owner of a benefited Lot shall be personally liable and responsible for its share of the costs of maintenance as set forth in Sections 4.02 and 4.03 above which are incurred during its ownership of its Lot, and shall pay its share within fifteen (15) days following completion of such maintenance.

(b) **Enforcement.** If any Owner of a benefited Lot shall fail to pay its proportional share of the costs of maintenance for which it is responsible within fifteen (15) days following completion of such maintenance, the other Owner(s), or the person(s) or corporation(s) performing such maintenance, may (i) bring an action at law against the Owner of the Lot failing to pay its proportional share with the Court determining whether or not such maintenance and the cost thereof were reasonably necessary to the standards set forth in Section 4.03 above and whether or not such Owner is responsible therefor, (ii) record a notice of nonpayment and lien pursuant to Section 4.04(c) below against said Owner's Lot, and/or (iii) bring a suit in the Circuit Court of Albemarle County, Virginia, to foreclose the lien provided for in Section 4.04(c) below against said Owner's Lot. The amount due by any delinquent Owner shall bear interest at the maximum judgment rate

provided by law from the date of completion of such maintenance; and the delinquent Owner shall be liable to pay all costs of collection, including reasonable attorneys' fees.

(c) Lien. If any Owner shall fail to pay its proportional share of the costs of maintenance for which it is responsible within fifteen (15) days following the completion of such maintenance, the other Owner(s) may record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, a notice of nonpayment and lien against the Lot of the Owner failing to pay its proportional share, and from the time of such recordation the amount stated in the notice, together with interest, costs of collection, and reasonable attorneys' fees shall become a lien against such Lot. If such Owner contests the necessity for or the cost of such maintenance or its responsibility therefor, then such Owner shall have the right to bring a suit in the Circuit Court of Albemarle County, Virginia, to quash said lien with said Court determining whether or not such maintenance and the cost thereof were reasonably necessary to the standards set forth in Section 4.03 above and whether or not such Owner is responsible therefor.

(d) First and Second Deeds of Trust. The lien provided in Section 4.04(c) above shall at all times be subject to any first or second mortgage or deed of trust placed on any Lot at any time until notice of such lien shall have been recorded, but shall be prior to any first or second mortgage or deed of trust recorded subsequent to the recordation of such notice.

ARTICLE V ARCHITECTURAL CONTROL

Section 5.01. Architectural Control. Until the sale of all the Lots by the Declarant, the Architectural Control Board ("ACB") shall consist of one or more individuals appointed by the Declarant. After the sale of all the Lots by the Declarant, or at such earlier time as the Declarant in its sole discretion may determine, as evidenced by an instrument recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, the selection of the members of the ACB shall be by the Association.

Section 5.02. Purpose. The ACB shall regulate the development and external design, appearance, landscaping, grading, use and location of the Lots and of the structures and other improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 5.03. Conditions. No improvements, alterations, repairs, excavations, changes in grade, major landscaping or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done unless and until the plans, specifications, working drawings, and proposals for the same showing the nature, kind, shape, type, materials and location thereof shall have been submitted to and approved in writing by the ACB, pursuant to Section 5.04 hereof. No building, fence, wall, residence, structure or other improvement shall be commenced without the prior written approval of the ACB. The Declarant shall not be required to obtain the consent or approval of the ACB or of the Association for any land clearing, excavations, changes in grade, or other work performed by the Declarant, its contractors

and/or subcontractors, in the construction of the Roads, and/or the installation of utilities and drainage facilities within Foxwood Forest.

Section 5.04. Procedures. In the event the ACB fails to approve, modify or disapprove in writing a request for approval required herein within thirty (30) days after plans, specifications, or other appropriate materials have been submitted in writing to it, approval will be deemed granted.

Section 5.05. Presumption. In the event that the appropriate equitable action together with a lis pendens has not been commenced within ninety (90) days after the completion of any activity requiring the approval of the ACB, it shall be conclusively presumed that such activity is approved by the ACB.

Section 5.06. Variances. The ACB shall have the right to grant a reasonable variance or adjustment from individual restrictions set forth in Article VI hereof (except for Sections 6.01, 6.02, 6.12, 6.13, and 6.18) in order to overcome practical difficulties and to prevent unnecessary hardships, provided such variance will not be materially detrimental to neighboring Lots or defeat the general purposes of this Declaration.

ARTICLE VI GENERAL USE RESTRICTIONS

Section 6.01. Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by an Owner other than the Declarant without the written consent of the Declarant, its successors and assigns, and no portion less than all of any such Lot shall be conveyed or transferred by an Owner other than the Declarant; provided, however, that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments. No Lot shall be used as a roadway for access to any property lying outside of the boundaries of Foxwood Forest, without the written consent of the Declarant, its successors and assigns. Notwithstanding the foregoing, there shall be no restriction or prohibition whatsoever upon the Declarant against further subdivision and/or re-subdivision of any Lots owned by Declarant within the Existing Property or any addition to the Existing Property.

Section 6.02. Single Family Dwellings. No building of any kind shall be erected or maintained upon any Lot except one private detached single-family dwelling not to exceed two and one-half (2½) stories in height, and buildings accessory thereto, e.g., garages and gazebos, stables, private greenhouses, domestic animal shelters, tool sheds, etc. which have been approved by the ACB.

Section 6.03. No Temporary Structures. No structure of a temporary character, partially completed dwelling, tent, or trailer shall be used on any Lot at any time as a residence, either permanently or temporarily for a time greater than three days.

Section 6.04. Design. Each dwelling constructed on any Lot will have a minimum of (a) 2,400 square feet of floor space if a one-story dwelling, and (b) 2,800 square feet of floor space of a dwelling of two or more stories, within the exterior walls exclusive of basement, garage, and porches, whether open or closed. All garage doors must provide for entry only from the side or rear of a residence unless otherwise permitted by the ACB.

Section 6.05. Roofing Material. Each dwelling constructed on any Lot shall have a roof made of cedar shakes, metal, slate, or thirty (30) year architectural grade dimensional roofing shingles, or other roofing material of similar appearance approved by the ACB.

Section 6.06. No Signs. No billboards or signs of any kind shall be erected or maintained or displayed except "For Sale" or "For Rent" signs not greater than two square feet, which may be placed upon any Lot for sale or for rent.

Section 6.07. Sewage Disposal. All sewage disposal will be in accordance with specifications of the State Health Department.

Section 6.08. No Offensive Activities. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 6.09. Setback Lines. No building or any part thereof shall be erected hereafter within seventy-five feet (75') of the boundary of any street or road, or within fifteen feet (15') of any side Lot line or within twenty feet (20') of any rear Lot line. No suit shall be brought over sixty (60) days after the completion of any such structure on account of its location. The Declarant reserves the right to waive these setback lines in individual cases.

Section 6.10. Non-Interference with Drainage. Nothing shall be done on any Lot that interferes with the drainage of surface water to the injury of any other Lot.

Section 6.11. No Hunting or Shooting. No hunting or shooting shall be allowed on any Lot.

Section 6.12. Mobile Homes Prohibited. No mobile home or house trailer shall be permitted or located on any Lot.

Section 6.13. Certain Animals Prohibited. No hogs or swine, poultry, cattle, or horses, shall be kept, raised or bred on any Lot at any time.

Section 6.14. Mailboxes. No mail or paper delivery boxes shall be erected without the approval of the ACB as to the location, color, size, design, lettering, and all other particulars of such mail or paper delivery boxes, and the standards, brackets and name signs for such boxes.

Section 6.15. Vehicles. Except as may otherwise be expressly provided for in the rules and regulations adopted by the Association, no unlicensed vehicles, no recreational vehicle, no motor home, no trailer, no camper, no camper top, no bus, no truck over one (1) ton capacity, no boat, and no other machinery, shall be placed, stored, or parked on such Lots either temporarily or permanently, except in garages or other storage structures approved by the ACB. Notwithstanding the foregoing, trucks, tractor trailer rigs and/or equipment may be temporarily parked on Lots in connection with the moving of furnishings into and out of a residence or in connection with construction activities being performed on the Lots.

Section 6.16. Diligent Completion of Construction. All construction, landscaping, or other work on any Lot shall be performed with diligence from the commencement until the completion thereof, and in any case all construction shall be completed within a period of one (1) year from the commencement of construction.

Section 6.17. Maintenance of Lots. Each Lot (whether improved or unimproved) and the structures and other improvements thereon shall be kept and maintained in good order and repair, free of debris, and free of inoperable motor vehicles. In the event that any Lot or the structures or other improvements thereon shall be damaged by fire, windstorm or any other cause, the damage

shall be promptly repaired and restored to its prior condition, or the damaged item demolished and removed and the ground surface restored to a condition approved by the ACB. If any Owner shall fail to maintain his Lot in compliance with this Section 6.17, then either Declarant and/or the Association shall have the right (but not the obligation) to perform the necessary corrective work and to collect the cost of such work from such Owner (together with costs of collection including reasonable attorneys' fees).

Section 6.18. Underground Utilities. All new lines, cable, wires, and pipes for utility services shall be installed underground, with the exception that necessary transformers, meters, junction boxes and similar equipment may be located above ground at locations approved by the ACB.

Section 6.19. Storage Tanks; Outside Storage. No elevated tanks of any kind shall be erected, placed or permitted on any part of any Lot. Any tank for use in connection with any structure constructed on any Lot, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view of neighboring Lots or the Roads. Plans for all enclosures of this nature must be approved by the ACB.

Section 6.20. Antennas, Aerials and Satellite Dishes. No television and/or radio antenna, aerial or satellite dish shall be placed on any Lot, or be affixed to or extend from the exterior of any structure on any Lot, unless approved by the ACB. No transmitting or receiving equipment which might interfere with television, radio or any other communications reception of Owners shall be used or permitted upon or within any Lot.

Section 6.21. Clothes Drying. No clothing, laundry, or wash shall be aired or dried on any portion of any Lot exposed to view from any other Lot, any adjoining property, or any Roads.

Section 6.22. Trash Containers. Trash cans, barrels and containers must be maintained within screened bins or out of sight from the Roads.

ARTICLE VII SIGN/ENTRANCE EASEMENT

Section 7.01 Sign/Entrance Easement. There is hereby established and imposed over, through and across a portion of Lots 1 and 46 a permanent, non-exclusive easement (the "Sign/Entrance Easement") for the construction and maintenance of signs, landscaping, fencing, or other monumentation marking or identifying the subdivision entrance into Foxwood Forest. Such easement shall consist of a strip of land fifty (50) feet in width immediately adjacent to State Route 640 and along and parallel to the western boundary lines of Lots 1 and 46 respectively.

This easement shall include the right to construct, maintain, inspect, replace and repair signs, landscaping, fencing, or other monumentation including but not limited to associated lighting, marking or identifying the subdivision entrance into Foxwood Forest. For such purposes, the Declarant, or its successors or assigns, shall have the right to cut any trees, brush, and shrubbery, to grade soil, or take all other actions necessary to exercise the easement rights hereby established. Any damage done to the affected areas of Lot 1 and/or Lot 46 in connection therewith shall be promptly rectified by Declarant, its successors or assigns, and/or the Association, as applicable.

The initial construction of such entrance signs, landscaping, fencing, or other monumentation shall be paid for and completed by the Declarant, or its successors and assigns. Thereafter, the necessary funds for the future repairs, maintenance, improvement, enhancement or replacement (collectively, "maintenance") of such entrance signs, landscaping, fencing, or other monumentation, shall be provided by the assessments hereinafter described in Article IX below.

ARTICLE VIII ASSOCIATION

Section 8.01. Association. Every Owner of a Lot within Foxwood Forest shall be a member of the Association.

Section 8.02. Voting Rights. Each Member of the Association shall be entitled to one (1) vote for each Lot owned by said Member. In the event that more than one person or entity holds such interest in any Lot, all such persons or entities shall be Members and the vote for such Lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any Lot.

Section 8.03. Duties. The Association shall be responsible for the repair, maintenance, upkeep, improvement, enhancement, and replacement of the Sign/Entrance Easement area described in Article VII above and any improvements related thereto, and of any other areas within Foxwood Forest which may hereafter come under the control or ownership of the Association. After the sale of the last Lot owned by the Declarant, the Association shall become the successor to the Declarant under this Declaration for all purposes including architectural control, the enforcement of all covenants, restrictions and conditions, and the granting of necessary and appropriate utility and drainage easements. Prior to the sale of all Lots by the Declarant, the Declarant shall have the right in its sole discretion to transfer any one or more (including all) of its rights, privileges and duties under this Declaration to the Association, which transfer shall be evidenced by an instrument executed by the Declarant and recorded in the appropriate Clerk's Office.

Section 8.04. Operation of the Association. The Association shall be governed by and operated in accordance with the provisions of this Declaration and the By-Laws of the Foxwood Forest Owners Association to be determined at a later date.

ARTICLE IX MAINTENANCE ASSESSMENTS ON LOTS

Section 9.01 Assessment Lien. Each Lot subject to the provisions of this Declaration, including any Lot subjected to the provisions hereof by any Supplementary Declaration, is hereby made subject to an assessment lien (the "Assessment") for maintenance of the Sign/Entrance Easement, and of any other areas within Foxwood Forest which may hereafter come under the control or ownership of the Association, which Assessment shall be a charge and continuing lien upon each Lot. Such Assessment shall also be the personal obligation of each Owner provided,

however, that the personal obligation for an Assessment shall not pass to any successors in title unless expressly so assumed.

Section 9.02 Amount of Assessments. The amount of the Assessment for the maintenance associated with the Sign/Entrance Easement, and of any other areas within Foxwood Forest which may hereafter come under the control or ownership of the Association, shall be the amount necessary each year to adequately and properly maintain such areas and improvements therein to the same standards as they are initially constructed by the Declarant. Assessments on all Lots shall commence after the completion of construction of the initial improvements within the Sign/Entrance Easement, or if applicable, within any other areas within Foxwood Forest which may hereafter come under the control or ownership of the Association.

Section 9.03 Allocation of Assessment. The Assessment shall be adjusted so that each Lot bears an equal pro rata share of the Assessment based upon the total number of Lots within Foxwood Forest from the date of recordation of this Declaration, or any Supplementary Declaration adding any additional Lots to Foxwood Forest.

Section 9.04 Assessment Lien. The lien to secure the payment of the Assessment shall at all times be subject and subordinate to any first lien or second lien mortgage, deed of trust or vendor's lien placed upon any Lot at any time, except that at such time as the Declarant and/or the Association places of record a Notice of Delinquency as to any particular Lot, then from the time of recordation of such Notice of Delinquency, the amount stated in such Notice of Delinquency shall become a lien prior to any mortgages, deeds of trust or vendor's liens placed of record subsequent thereto in the same manner as a docketed judgment in the Commonwealth of Virginia. Sale or transfer of any Lot shall not affect the lien herein provided for.

Section 9.05 Enforcement of Lien. The Declarant and/or the Association may bring an action at law or in equity against any Owner personally obligated to pay any Assessment, either in the first instance or for a deficiency following foreclosure, and interest and costs of any such action (including reasonable attorneys' fees) shall be added to the amount of such Assessment. The Declarant and/or the Association may, in addition to and not in limitation of all other legal and equitable rights provided to it, record in the same Clerk's Office as would be recorded a deed conveying the Lot, an instrument setting forth the name of the record Owner and the Lot with respect to which any Assessment is delinquent as herein provided (hereafter a "Notice of Delinquency") and a lien shall immediately be imposed upon such Lot to secure the payment of such Assessment, plus interest and costs (including reasonable attorneys' fees). Every such lien so created may be foreclosed by equitable foreclosure at any time within five years after the date on which the instrument creating it was recorded. Regardless of whether the Notice of Delinquency has been recorded, the lien of the Assessment may be foreclosed by a bill in equity in the same manner provided for the foreclosure of mortgages, vendor's liens and liens of similar nature.

Section 9.06 Delinquent Assessment. The Assessment shall be payable in full within 30 days from the date of mailing of a bill therefor by the Declarant and/or the Association and, if not paid within such 30-day period, shall thereafter be deemed to be delinquent. A delinquent Assessment shall bear interest at the rate of twelve percent (12%) per annum, commencing as of the date of delinquency.

ARTICLE X
GENERAL PROVISIONS

Section 10.01. Non-Discrimination. Any person, when he becomes an Owner, agrees that neither he nor anyone authorized to act for him will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or to otherwise make unavailable or deny any of the property owned by him in Foxwood Forest to any person because of race, color, religion, sex, or national origin. Any restrictive covenant affecting Foxwood Forest relating to race, color, religion, sex, or national origin which is inconsistent with this Section is recognized as being illegal and void and is specifically disclaimed.

Section 10.02. Enforcement. Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the covenant either to restrain violation or to recover damages. Notwithstanding any other provisions of this Declaration which may appear to be contrary, such action may be brought by the Declarant, the Association, or the Owner of any Lot.

Section 10.03. Severability. Invalidation of any one or more of the provisions of this Declaration by judgment, court order, or otherwise shall in no way affect any other provisions which shall remain in full force and effect.

Section 10.04. Duration. The provisions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded, and thereafter shall be automatically renewed for successive periods of ten (10) years unless modified, amended or terminated as provided in Section 10.05 hereof.

Section 10.05. Termination and Amendment. This Declaration may be amended, in whole or in part, or terminated at any time by the recordation of an instrument in the Clerk's Office, Circuit Court, Albemarle County, Virginia, signed by the Declarant (until the sale of all Lots owned by the Declarant) and the Owners of two-thirds (2/3) of the Lots, agreeing to such amendment, modification or termination. Notwithstanding the foregoing, no amendment, modification, or termination which would affect any rights reserved herein in favor of Declarant shall be effective unless joined in by Declarant or its successors and assigns.

ARTICLE XI
DECLARANT'S RIGHTS

Section 11.01. Declarant's Rights. Declarant hereby reserves to itself, and each owner of any Lot by acceptance of a deed or other instrument of conveyance therefore hereby agrees, that Declarant shall have the following rights, so long as Declarant owns any Lot in Foxwood Forest, to-wit:

(a) the right to replat, vacate, or withdraw any area, platted or unplatted, of the real property owned by the Declarant which is subject to this Declaration in accordance with the laws of the Commonwealth of Virginia;

(b) the right to approve or disapprove any amendments to this Declaration and any amendment to any corporate documents related to the Association; and

(c) the right to conduct the development, construction, marketing, and sale of all Lots in Foxwood Forest, owned by the Declarant.

WITNESS the following signature and seal.

Foxwood Forest, LLC

By: Meta T. Chisholm, Manager (SEAL)
Meta T. Chisholm, Manager

William Heigher Chisholm, Jr. (SEAL)
William Heigher Chisholm, Jr.

Bartlett T. Chisholm (SEAL)
Bartlett T. Chisholm

Katharine C. Almy (SEAL)
Katharine C. Almy

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 4 day of February, 2003, by Meta T. Chisholm as Manager of Foxwood Forest, LLC, a Virginia limited liability company, on its behalf.

My Commission Expires: Aug. 31, 2005

Cynthia S. Pack
Notary Public

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 4 day of February,
2003, by William Heigher Chisholm, Jr.

My Commission Expires: Aug. 31, 2005

Cynthia S. Pack
Notary Public

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 4 day of February,
2003, by Bartlett T. Chisholm.

My Commission Expires: Aug. 31, 2005

Cynthia S. Pack
Notary Public

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 4 day of February,
2003, by Katharine C. Almy.

My Commission Expires: Aug. 31, 2005

Cynthia S. Pack
Notary Public

SHELBY MARSHALL, CLERK CIRCUIT CT.
Shelby Marshall Clerk Circuit Court
501 E. Jefferson St.
Charlottesville, VA 22902
Phone Number: (434)972-4083
DEEDS Receipt

Official Receipt: 2003-00003001
Printed on 02/05/2003 at 11:09:14 AM

RECEIVED OF MCCALLUM & KUDRAVETZ PC.
Date Recorded: 02/05/2003

Instrument ID	Recorded Time	Amount
Bk 2375 Pg 49	11:08:44 AM	\$33.00

Instrument: 200300003062

DEC- DECLARATION- STATEMENT

GRANTOR: FOXWOOD FOREST LLC EX: N

GRANTEE: ----- EX: N

Address1: C/O MCCALLUM & KUDRAVETZ PC

Address2: 250 EAST HIGH STREET

City/State/Zip: CHARLOTTESVILLE VA
22902

Description: LOTS 1 THROUGH 46,
INCLUSIVE, FOXWOOD FOREST

Consideration: \$0.00

Assumption: \$0.00

Locality: CO

Pages: 15

Accounts

Percent: 100.00%

Names: 0

Amount

106- TECHNOLOGY TRUST FUND FEE \$3.00

145- VSLF \$1.50

301- DEEDS \$28.50

Itemized Check Listing

Check # 4498 \$33.00

Total Due: \$33.00

Paid By Check: \$33.00

Change Tendered: \$0.00

Cashier: PATSY MINAHAN Reg: FEE02

TMP 03400-00-00-12500 through 03400-00-00-17000, inclusive

Prepared By: McCALLUM & KUDRAVETZ, P.C.
250 East High Street
Charlottesville, VA 22902
(434) 293-8191

FOXWOOD FOREST SUBDIVISION

Amended and Restated Declaration of Restrictions, Covenants And Conditions

THIS AMENDED AND RESTATED DECLARATION made this 31st day of January, 2003, by and among FOXWOOD FOREST, LLC ("Declarant"), and William Heighter CHISHOLM, JR., Bartlett T. CHISHOLM, and Katharine C. ALMY;

WITNESSETH:

WHEREAS, the Declarant is the owner of those certain lots or parcels of land described as Lots 1 through 4, Lots 7 through 10, Lots 13 through 26, Lots 29 through 43, and Lots 45 and 46, on that certain plat of William S. Roudabush, Inc. dated June 21, 1977, revised March 30, 1981, captioned "Subdivision Plat 'Foxwood' Located on State Route 640 Near Gilbert, Rivanna Magisterial District, Albemarle County, Virginia", which plat is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed 714, Page 238 (the "Plat");

WHEREAS, William Heighter Chisholm, Jr. is the owner of those certain lots or parcels of land described as Lots 27 and 28 on the above referenced Plat; Bartlett T. Chisholm is the owner of those certain lots or parcels of land described as Lots 11 and 12 on the above referenced Plat; and Katharine C. Almy is the owner of those certain lots or parcels of land described as Lots 5 and 6 on the above referenced Plat; (William Heighter Chisholm, Jr., Bartlett T. Chisholm, and Katharine C. Almy are sometimes referred to herein as the "Other Initial Owners");

WHEREAS, the Declarant and the Other Initial Owners collectively own all of those certain lots or parcels of land described as Lots 1 through 46, inclusive, on the Plat ("the Property"), which property was originally designated on the Plat as "Foxwood" but which is now designated as "Foxwood Forest";

WHEREAS, the predecessors in title to the Declarant and the Other Initial Owners previously executed and recorded that certain "Declaration of Private Driveway Covenants, Easements and Restrictions For Foxwood Subdivision, Albemarle County, Virginia" dated February 12, 1981, recorded in Deed Book 714, Page 238 in said Clerk's Office, and the Declarant and the Other Initial Owners desire to supercede and replace that instrument by this Amended and Restated Declaration;

WHEREAS, the Declarant and the Other Initial Owners desire to subject the Property to covenants, restrictions, easements, conditions, reservations, liens and charges to which the Property

Section 1.09: "**Roads**" shall mean and refer to Foxwood Drive, Quail Run Lane, Woodthrush Lane; and Old Crow Ct. (subsequently referred to as "Bobwhite Ct.", and now renamed and known as "Meadowlark Ct.") as shown and described on the Plat referred to in Section 2.01 hereof.

Section 1.10: "**Private Access Easements**" shall mean and refer to those two certain joint driveway easements serving (a) Lots 4, 5, 6 and 7, and (b) Lots 26 and 27, respectively, as shown and described on the Plat referred to in Section 2.01 hereof, such easements being further described in Article IV hereof.

Section 1.11: "**Architectural Control Board**" shall mean and refer to the board established in Article V below for the purpose of controlling and regulating the development and the external design, appearance, landscaping, grading and use of the Lots and the structures and other improvements thereon.

ARTICLE II PROPERTY SUBJECT TO DECLARATION

Section 2.01. **Existing Property.** The real property which at this time is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is described as all those certain forty-six (46) lots situated in Albemarle County, Virginia, shown and described as Lots 1 through 46, inclusive, on a plat of William S. Roudabush, Inc. dated June 21, 1977, revised March 30, 1981, captioned "Subdivision Plat 'Foxwood' Located on State Route 640 Near Gilbert, Rivanna Magisterial District, Albemarle County, Virginia", which plat is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed 714, Page 238.

ARTICLE III ROADS; EASEMENTS

Section 3.01. **Dedication to Public Use.** The Declarant shall have the right and power to dedicate to public use and *does hereby confirm the dedication to public use of:*

(a) Foxwood Drive, Quail Run Lane, Woodthrush Lane, and Meadowlark Ct. (formerly Old Crow Ct.) so that they may be accepted into the Virginia State Highway System and thereby be publicly maintained; and

(b) the easement(s) reserved by the Declarant in this Article III which are required by a public body to be dedicated for Foxwood Drive, Quail Run Lane, Woodthrush Lane, and Meadowlark Ct. (formerly Old Crow Ct.) being accepted into the Virginia State Highway System.

Section 3.02. **Regulation of Traffic and Parking.** Until such time as the Roads are accepted for public maintenance, the Declarant shall have the right and power to place any reasonable restrictions upon the use of the Roads, including the establishment of speed limits and regulation of parking along the Roads.

Section 3.03. **Maintenance.** The initial construction of the Roads shall be paid for by and shall be completed by the Declarant or its assigns. Thereafter and until such time as the Roads may

standards approved by the Virginia Department of Transportation. If any Owner shall fail to so design, construct or maintain the entrance from the Roads to his Lot to meet the minimum specifications and standards of the Virginia Department of Transportation for a private entrance on a publicly maintained road, Declarant shall have the right to bring such entrance into compliance with such specifications and standards and to collect the cost(s) of such work from such Owner (together with costs of collection, including reasonable attorneys' fees).

ARTICLE IV PRIVATE ACCESS EASEMENTS

Section 4.01. **Establishment.** The Declaration does hereby establish and impose permanent, non-exclusive access easements of the width and dimensions shown on the Plat, as follows:

(a) over, through and across Lots 5 and 6 the sole use and benefit of and appurtenant to Lots 4, 5, 6 and 7, respectively, along and across that certain strip of land designated as "Joint Driveway" as shown and described on the Plat for ingress and egress to and from Foxwood Drive ("Private Access Easement No. 1");

(b) over, through and across Lots 26 and 27 for the sole use and benefit of and appurtenant to Lots 26 and 27, respectively, along and across that certain strip of land designated as "Joint Driveway" as shown and described on the Plat, for ingress and egress to and from Meadowlark Ct. (formerly Old Crow Ct.) ("Private Access Easement No. 2");

(c) although the locations of the Private Access Easements shall be as shown on the Plat, minor variations may occur following initial construction of the access roads with the centerline of the Private Access Easements to be the centerline of the access roads as initially constructed; and

(d) the provisions of this Declaration are intended to, and do hereby, supercede the provisions of that certain "Declaration of Private Driveway Covenants, Easements and Restrictions" dated February 12, 1981, recorded in the aforesaid Clerk's Office in Deed Book 714, Page 238.

Section 4.02. **Maintenance.** The Private Access Easements and the private roads and related improvements located therein are private and require private maintenance as hereinafter set forth. The costs of repair, maintenance, upkeep, improvement, or replacement (hereinafter "maintenance") of the Private Access Easements and the private roads located therein will not be borne by the County of Albemarle, the Commonwealth of Virginia, the Virginia Department of Transportation or any public agency, but rather shall be the responsibility of and be borne as follows:

(a) **Initial Construction.** The initial construction of the private roads within the Private Access Easements shall be borne by and completed by the Declarant or its assigns.

(b) **Continued Maintenance.** Thereafter, all maintenance of the private roads within the Private Access Easements shall be subject to the following conditions:

(i) The cost of maintenance of the private road within Private Access Easement No. 1 shall be allocated and borne 25% by each of Lots 4, 5, 6 and 7;

provided by law from the date of completion of such maintenance; and the delinquent Owner shall be liable to pay all costs of collection, including reasonable attorneys' fees.

(c) **Lien.** If any Owner shall fail to pay its proportional share of the costs of maintenance for which it is responsible within fifteen (15) days following the completion of such maintenance, the other Owner(s) may record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, a notice of nonpayment and lien against the Lot of the Owner failing to pay its proportional share, and from the time of such recordation the amount stated in the notice, together with interest, costs of collection, and reasonable attorneys' fees shall become a lien against such Lot. If such Owner contests the necessity for or the cost of such maintenance or its responsibility therefor, then such Owner shall have the right to bring a suit in the Circuit Court of Albemarle County, Virginia, to quash said lien with said Court determining whether or not such maintenance and the cost thereof were reasonably necessary to the standards set forth in Section 4.03 above and whether or not such Owner is responsible therefor.

(d) **First and Second Deeds of Trust.** The lien provided in Section 4.04(c) above shall at all times be subject to any first or second mortgage or deed of trust placed on any Lot at any time until notice of such lien shall have been recorded, but shall be prior to any first or second mortgage or deed of trust recorded subsequent to the recordation of such notice.

ARTICLE V

ARCHITECTURAL CONTROL

Section 5.01. **Architectural Control.** Until the sale of all the Lots by the Declarant, the Architectural Control Board ("ACB") shall consist of one or more individuals appointed by the Declarant. After the sale of all the Lots by the Declarant, or at such earlier time as the Declarant in its sole discretion may determine, as evidenced by an instrument recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, the selection of the members of the ACB shall be by the Association.

Section 5.02. **Purpose.** The ACB shall regulate the development and external design, appearance, landscaping, grading, use and location of the Lots and of the structures and other improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 5.03. **Conditions.** No improvements, alterations, repairs, excavations, changes in grade, major landscaping or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done unless and until the plans, specifications, working drawings, and proposals for the same showing the nature, kind, shape, type, materials and location thereof shall have been submitted to and approved in writing by the ACB, pursuant to Section 5.04 hereof. No building, fence, wall, residence, structure or other improvement shall be commenced without the prior written approval of the ACB. The Declarant shall not be required to obtain the consent or approval of the ACB or of the Association for any land clearing, excavations, changes in grade, or other work performed by the Declarant, its contractors

Section 6.05. **Roofing Material.** Each dwelling constructed on any Lot shall have a roof made of cedar shakes, metal, slate, or thirty (30) year architectural grade dimensional roofing shingles, or other roofing material of similar appearance approved by the ACB.

Section 6.06. **No Signs.** No billboards or signs of any kind shall be erected or maintained or displayed except "For Sale" or "For Rent" signs not greater than two square feet, which may be placed upon any Lot for sale or for rent.

Section 6.07. **Sewage Disposal.** All sewage disposal will be in accordance with specifications of the State Health Department.

Section 6.08. **No Offensive Activities.** No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 6.09. **Setback Lines.** No building or any part thereof shall be erected hereafter within seventy-five feet (75') of the boundary of any street or road, or within fifteen feet (15') of any side Lot line or within twenty feet (20') of any rear Lot line. No suit shall be brought over sixty (60) days after the completion of any such structure on account of its location. The Declarant reserves the right to waive these setback lines in individual cases.

Section 6.10. **Non-Interference with Drainage.** Nothing shall be done on any Lot that interferes with the drainage of surface water to the injury of any other Lot.

Section 6.11. **No Hunting or Shooting.** No hunting or shooting shall be allowed on any Lot.

Section 6.12. **Mobile Homes Prohibited.** No mobile home or house trailer shall be permitted or located on any Lot.

Section 6.13. **Certain Animals Prohibited.** No hogs or swine, poultry, cattle, or horses, shall be kept, raised or bred on any Lot at any time.

Section 6.14. **Mailboxes.** No mail or paper delivery boxes shall be erected without the approval of the ACB as to the location, color, size, design, lettering, and all other particulars of such mail or paper delivery boxes, and the standards, brackets and name signs for such boxes.

Section 6.15. **Vehicles.** Except as may otherwise be expressly provided for in the rules and regulations adopted by the Association, no unlicensed vehicles, no recreational vehicle, no motor home, no trailer, no camper, no camper top, no bus, no truck over one (1) ton capacity, no boat, and no other machinery, shall be placed, stored, or parked on such Lots either temporarily or permanently, except in garages or other storage structures approved by the ACB. Notwithstanding the foregoing, trucks, tractor trailer rigs and/or equipment may be temporarily parked on Lots in connection with the moving of furnishings into and out of a residence or in connection with construction activities being performed on the Lots.

Section 6.16. **Diligent Completion of Construction.** All construction, landscaping, or other work on any Lot shall be performed with diligence from the commencement until the completion thereof, and in any case all construction shall be completed within a period of one (1) year from the commencement of construction.

Section 6.17. **Maintenance of Lots.** Each Lot (whether improved or unimproved) and the structures and other improvements thereon shall be kept and maintained in good order and repair, free of debris, and free of inoperable motor vehicles. In the event that any Lot or the structures or other improvements thereon shall be damaged by fire, windstorm or any other cause, the damage

The initial construction of such entrance signs, landscaping, fencing, or other monumentation shall be paid for and completed by the Declarant, or its successors and assigns. Thereafter, the necessary funds for the future repairs, maintenance, improvement, enhancement or replacement (collectively, "maintenance") of such entrance signs, landscaping, fencing, or other monumentation, shall be provided by the assessments hereinafter described in Article IX below.

ARTICLE VIII ASSOCIATION

Section 8.01. Association. Every Owner of a Lot within Foxwood Forest shall be a member of the Association.

Section 8.02. Voting Rights. Each Member of the Association shall be entitled to one (1) vote for each Lot owned by said Member. In the event that more than one person or entity holds such interest in any Lot, all such persons or entities shall be Members and the vote for such Lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any Lot.

Section 8.03. Duties. The Association shall be responsible for the repair, maintenance, upkeep, improvement, enhancement, and replacement of the Sign/Entrance Easement area described in Article VII above and any improvements related thereto, and of any other areas within Foxwood Forest which may hereafter come under the control or ownership of the Association. After the sale of the last Lot owned by the Declarant, the Association shall become the successor to the Declarant under this Declaration for all purposes including architectural control, the enforcement of all covenants, restrictions and conditions, and the granting of necessary and appropriate utility and drainage easements. Prior to the sale of all Lots by the Declarant, the Declarant shall have the right in its sole discretion to transfer any one or more (including all) of its rights, privileges and duties under this Declaration to the Association, which transfer shall be evidenced by an instrument executed by the Declarant and recorded in the appropriate Clerk's Office.

Section 8.04. Operation of the Association. The Association shall be governed by and operated in accordance with the provisions of this Declaration and the By-Laws of the Foxwood Forest Owners Association to be determined at a later date.

ARTICLE IX MAINTENANCE ASSESSMENTS ON LOTS

Section 9.01. Assessment Lien. Each Lot subject to the provisions of this Declaration, including any Lot subjected to the provisions hereof by any Supplementary Declaration, is hereby made subject to an assessment lien (the "Assessment") for maintenance of the Sign/Entrance Easement, and of any other areas within Foxwood Forest which may hereafter come under the control or ownership of the Association, which Assessment shall be a charge and continuing lien upon each Lot. Such Assessment shall also be the personal obligation of each Owner provided,

ARTICLE X
GENERAL PROVISIONS

Section 10.01. **Non-Discrimination.** Any person, when he becomes an Owner, agrees that neither he nor anyone authorized to act for him will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or to otherwise make unavailable or deny any of the property owned by him in Foxwood Forest to any person because of race, color, religion, sex, or national origin. Any restrictive covenant affecting Foxwood Forest relating to race, color, religion, sex, or national origin which is inconsistent with this Section is recognized as being illegal and void and is specifically disclaimed.

Section 10.02. **Enforcement.** Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the covenant either to restrain violation or to recover damages. Notwithstanding any other provisions of this Declaration which may appear to be contrary, such action may be brought by the Declarant, the Association, or the Owner of any Lot.

Section 10.03. **Severability.** Invalidation of any one or more of the provisions of this Declaration by judgment, court order, or otherwise shall in no way affect any other provisions which shall remain in full force and effect.

Section 10.04. **Duration.** The provisions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded, and thereafter shall be automatically renewed for successive periods of ten (10) years unless modified, amended or terminated as provided in Section 10.05 hereof.

Section 10.05. **Termination and Amendment.** This Declaration may be amended, in whole or in part, or terminated at any time by the recordation of an instrument in the Clerk's Office, Circuit Court, Albemarle County, Virginia, signed by the Declarant (until the sale of all Lots owned by the Declarant) and the Owners of two-thirds (2/3) of the Lots, agreeing to such amendment, modification or termination. Notwithstanding the foregoing, no amendment, modification, or termination which would affect any rights reserved herein in favor of Declarant shall be effective unless joined in by Declarant or its successors and assigns.

ARTICLE XI
DECLARANT'S RIGHTS

Section 11.01. **Declarant's Rights.** Declarant hereby reserves to itself, and each owner of any Lot by acceptance of a deed or other instrument of conveyance therefore hereby agrees, that Declarant shall have the following rights, so long as Declarant owns any Lot in Foxwood Forest, to-wit:

- (a) the right to replat, vacate, or withdraw any area, platted or unplatted, of the real property owned by the Declarant which is subject to this Declaration in accordance with the laws of the Commonwealth of Virginia;
- (b) the right to approve or disapprove any amendments to this Declaration and any amendment to any corporate documents related to the Association; and

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 4 day of February, 2003, by William Heigher Chisholm, Jr.

My Commission Expires: Aug. 31, 2005

Cynthia S. Pack

Notary Public

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 4 day of February, 2003, by Bartlett T. Chisholm.

My Commission Expires: Aug. 31, 2005

Cynthia S. Pack

Notary Public

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 4 day of February, 2003, by Katharine C. Almy.

My Commission Expires: Aug. 31, 2005

Cynthia S. Pack

Notary Public

Foxwood Forest Owners Association
42 Old Farm Road
Charlottesville, Virginia 22903

10/01/2018

To: All Foxwood Forest property owners and Foxwood Forest LLC (developer)

Re: 2018 Calendar Year Owners Dues

Greetings to all,

Annual **Foxwood Forest Owners Association** dues in the amount of **\$250.00** per lot, are now being requested and collected from all Foxwood Forest property owners including the developer (**Foxwood Forest LLC / 17 lots @ \$4,250 paid in June**) for the 2018 calendar year.

This action memo on dues, originally dated April 4, 2007, is noted and is included as a part of all property closing disclosure packages provided to all buyers and signed at settlement.

The funds collected are primarily budgeted for actions including:

Grass Cutting by Yonis Arguetta.....	\$7,500.00 +/-	15 cuts at @ \$500
Entrance Flowers / Supplies	\$150.00 +/-	
Entrance Mulching.....	\$400.00 +/-	
Entrance Weed and Feed by Turf HD Inc.....	\$1200.00 +/-	
Entrance Tree Pruning.....	\$ 100.00 +/-	
Entrance Leaf Removal.....	\$ 250.00 +/-	
Entrance Power / Bulbs for Lighting.....	\$ 450.00 +/-	
Fence and Road Sign Repairs.....	\$ 400.00 +/-	

*Snow removal as necessary (\$80.00 an hour , RW Morris Inc.) is budgeted again (+/- \$1000) as well until we are able to transition our roads into the **VDOT** system. The developer will finance one final attempt this year to complete this important, **expensive** and time consuming process.

If we are unable to achieve willing cooperation by the entire community regarding among other things, easements required by **VDOT, moving forward the roads will remain private and all future road expenses including resurfacing, paving, crack repairs, snow removal and ditch work etc. will be addressed by future community wide assessments.

Any future attempts to revisit this process with **VDOT** by the Owners Association following the move from Developer control will also be paid for equally by the Foxwood Forest property owners. This **FFOA** transition will occur after two more lots are sold by **Foxwood Forest LLC**.

Annual Tax returns for **FFOA** are completed and filed by Gina Carroll CPA, Carroll Associates.

Please remit your payment in full on or before November 5, 2018.

You can make your check payable to **FFOA** and mail with the stamped envelope provided:

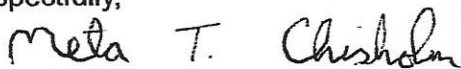
Foxwood Forest Owners Association

42 Old Farm Road

Charlottesville, Virginia 22903

Please contact Bart Chisholm at 434-960-7460 with any questions or concerns on this matter.

Respectfully,



Meta T. Chisholm (president FFOA, Foxwood Forest LLC)

Foxwood Forest Owners Association LLC
42 Old Farm Road
Charlottesville, Virginia 22903

09 / 18 / 2017

To: All Foxwood Forest property owners and Foxwood Forest LLC (developer)
Re: 2017 Calendar Year Owners Dues

Greetings to all,

Annual Foxwood Forest Owners Association dues, once again in the amount of \$250.00 per lot, are now being requested and collected from all Foxwood Forest property owners including the developer (Foxwood Forest LLC / 17 lots @ \$4,250) for the 2017 calendar year.

This action memo, originally dated April 4, 2007, is noted and is a part of all property closing disclosure packages provided to buyers at settlement.

The funds collected are primarily budgeted for actions including :

Grass Cutting.....\$6,650.00 +/- , 14 / 15 seasonal cuts @ \$475.00
Entrance Flowers.....\$60.00 +/-
Entrance Mulching.....\$350.00 +/-
Entrance Weed / Feed.....\$250.00 +/-
Entrance Tree Trim.....\$75.00 +/-
Entrance Leaf Removal.....\$250.00 +/-
Entrance Power/ Lighting....\$450.00 +/-
Fence / sign repairs.....\$200.00 +/-

Snow removal as necessary (\$80.00 an hour) is budgeted as well until we are able to transition our roads into the VDOT system hopefully in the near future.

Additional expenses previously paid for by developer, such as entrance fence painting, entrance dead tree removal, street sign replacement and mailbox post painting etc. can be addressed with any surplus funds.

Annual tax returns for the Foxwood Forest Owners association are completed and filed by Gina Carroll C.P.A.

Please remit your payment in full on or before October 31, 2017

You can make your check payable to:

Foxwood Forest Owners Association
42 Old Farm Road
Charlottesville, Virginia 22903

Please contact Bart Chisholm at 434-960-7460 with questions or concerns on this matter.

Respectfully,

Meta T Chisholm (president FFOA)

Chi