

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

(a) construction, reconstruction, repair, or replacement of capital improvements upon the Common Properties or Intended Common Properties, including the necessary fixtures and personal property related thereto:

(b) additions to the Common Properties;

(c) to provide necessary facilities and equipment to offer the services authorized herein; or

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

Such Special Assessment, before being charged, must have received the approval of the Members of the Association by the favorable vote of fifty-one (51%) percent of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established by Article III, Section 6(a). The notice of such meeting shall include one (1) statement from those Directors favoring the Special Assessment and one (1) statement from those Directors opposing the Special Assessment, if any, containing the reasons for those Directors' support and opposition for the Assessment. Neither statement shall exceed five (5) pages in length.

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

Section 5. Reserve Funds. The Association may establish reserve funds to be held in reserve in an interest drawing account or investments as a reserve for:

(a) major rehabilitation or major repairs;

(b) emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss; and

(c) initial costs of any new service to be performed by the Association.

Section 6. Change in Maximum Amounts of Annual Assessments Upon Merger or Consolidation. The limitations of Section 3 hereof shall apply to any merger or consolidation in which the Association participates.

Section 7. Date of Commencement of Annual Assessments. Due Date. Notwithstanding anything in the foregoing to the contrary, the Annual Assessments provided for herein shall commence no earlier than January 1, 1993.

Section 8. Duties of the Board of Directors. The Board of Directors shall fix the amount of the Annual Assessment and shall direct the preparation of an index of all Residential Lots on the Registration List and Annual Assessments and Special Assessments applicable thereto, which shall be kept in the Office of the Association and which shall be open to inspection by a Member. Written notice of Assessment shall thereupon be sent to every Member subject thereto.

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

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If the Annual Assessment or any Special Assessment is not paid within thirty (30) days of the due date thereof, then such Assessment shall become delinquent and shall (together with interest thereon at the maximum annual rate permitted by law from the due date and costs of collection thereof including a reasonable attorney's fee of 25% of the amount due) become a charge and continuing lien on the land and all improvements thereon against which each such Assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns.

If the Assessment is not paid within sixty (60) days after the due date, the Association may bring an action at law against the Owner personally and there shall be added to the amount of such Assessment the costs of preparing the filing of the Complaint in such action and a reasonable attorney's fee of 25% of the amount due. In the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and a reasonable attorney's fee of 25% of the amount due together with the costs of the action.

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

Section 10. Subordination of the Lien. The Lien of the Assessments provided for herein shall be subordinate to the lien of any first or second deed of trust now or hereafter placed upon any Properties subject to Assessment, and, in addition, shall be subordinate to the lien of the cost of corrective action provided for in the General Property Covenants. In the event a creditor acquires title to any Property subject to Assessment pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, said creditor shall be subject to Assessment.

Section 11. Annual Statements. The President, Treasurer, or such other Officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association owed more than One Thousand and no/100 (\$1,000.00) Dollars. Such Officer shall furnish to each Member of the Association who may make a written request therefor, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

Section 12. Annual Budget. The Board of Directors shall prepare and make available to all Members who make a written request therefore within sixty (60) days, a budget outlining anticipated receipts and expenses for such fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.

#### ARTICLE VI

#### FUNCTIONS OF ASSOCIATION

Section 1. Ownership and Maintenance of Properties. The Association shall be authorized to own and/or maintain Common Properties, Intended Common Properties, equipment, furnishings, and improvements devoted to the following uses:

- (a) for roads, roadways, roadway medians and parkways along said roads or roadways, cul-de-sac islands, and neighborhood or other area entrances throughout the Properties;
- (b) for sidewalks, walking paths or trails, and bicycle paths through the Properties;
- (c) for neighborhood entrance signs, directional signs, and other area signs;
- (d) for security services;
- (e) for buildings used in maintenance functions;

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

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

(h) for indoor and outdoor community facilities, including, but not limited to, basketball courts, playgrounds, ball fields, gazebos, picnic shelters, picnic tables, parks, walking trails and bike trails.

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

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

(b) landscaping and beautification of roads, roadways, roadway medians, parkways, cul-de-sac islands, neighborhoods and other area entrances, streams, parks, sidewalks, walking paths, bike trails, Common Properties, Intended Common Properties, and Open Space Areas;

(c) maintenance of neighborhood entrance signs, directional signs, and other area signs;

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

(e) garbage and trash collection and disposal;

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

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

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

(i) to set up and operate an Architectural Review Board in the event that the Association is designated by the Developer as the agent or the assign of the Developer for such purpose, pursuant to the provisions of Article VII;

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

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

(l) to provide administrative services, including, but not limited to, legal, accounting, and financial; and communication services, including, but not limited to, notices of meetings, referendums, and other issues and events of community interest;

(m) to provide liability and hazard insurance covering improvements and activities on the Common Properties;

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

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

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

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

(b) administer and enforce the covenants and restrictions established in this Declaration, including, but not limited to, the following actions:

- (1) set Assessments, levy such Assessments, notify the Members of such Assessments, and collect such Assessments;
- (2) prepare accurate indexes of Members, Residential Lots, Votes, Assessments, the total number of Residential Lots placed on the Registration List of the Association, the maximum number of Residential Lots authorized in the Properties by the Zoning Ordinance of the County of Chesterfield, Virginia, and the Maximum Regular Annual Assessments;
- (3) operate an Architectural Review Board in the event that the Association is designated by the Developer as the agent or the assign of the Developer for such purpose;
- (4) maintain and operate all Common Properties and Intended Common Properties;
- (5) prepare annual statements and annual budgets, and shall make the financial books of the Association available for inspection by Members upon request.

(c) should the Developer appoint the Association its agent for the administration and enforcement of any of the provisions of the General Property Covenants or any other covenants and restrictions of record, assume such responsibility and any obligations which are incident thereto;

(d) should the Developer assign to the Association any of the rights reserved unto it in the General Property Covenants or any other covenants and restrictions of record, assume the responsibility of administering and enforcing said rights, and shall assume any obligations which are incident thereto;

(e) provide appropriate liability and hazard insurance coverage for improvements and activities on all Common Properties;

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

(g) keep a complete record of all its acts and corporate affairs;

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

(i) provide general maintenance of all neighborhood entrance signs, directional signs, and other area signs, including, but not limited to, painting, repair work, and replacement as needed;

(j) repave all bike trails as needed;

(k) provide regular and thorough maintenance and cleanup of all Common Properties and Intended Common Properties, including, but not limited to, mowing of grass, fertilization as needed, landscape maintenance as needed, pickup and disposal of trash, washing down of picnic tables and benches as needed, and painting, repairs to and replacement of all improvements as needed; and

(l) operate and maintain all streetlights along all public roads and within all Common Properties and Restricted Common Properties.

Section 4. Obligation of the Association. The Association shall not be obligated to carry out or offer any of the functions and services specified by the provisions of this Article VI except as specified in Section 3 of this Article VI. The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors taking into consideration the funds available to the Association and the needs of the Members of the Association. The functions and services which the Association is authorized to carry out or to provide may be added to or reduced, subject to the provisions of Section 3 of this Article VI, at any time upon the affirmative vote of fifty-one (51%) percent of the votes cast by the Type "A" Members at a duly called meeting of the Association.

Section 5. Mortgage and Pledge. The Board of Directors shall have the power and authority to obtain loans to be used by the Association in performing its authorized functions and services and to mortgage the property of the Association and to pledge the revenues of the Association as security for such loans, provided that any such mortgage is with the prior consent of two-thirds of the Members of the Association, which consent may be evidenced by petition or by an affirmative vote of two-thirds of the Association. The Developer may, but shall not be required, to make loans to the Association. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the level of the Annual Assessment below the limit of the Maximum Regular Annual Assessment at any time there are outstanding any amounts due the Developer as repayment of any loans made by the Developer to the Association without the express written consent of the Developer.

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

## ARTICLE VII

THE GENERAL PROPERTY COVENANTS AND ARCHITECTURAL CONTROL

Section 1. The General Property Covenants. Pursuant to the provisions of the General Property Covenants, the Developer reserved the right to appoint the Association its agent for the purpose of administering and enforcing, in whole or in part, the rights reserved unto the Developer in said General Property Covenants, including, but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan, land management plan, and construction schedules for any or all buildings or structures to be erected within any or all of the properties subject to said General Property Covenants. Such appointment may be temporary or permanent, and shall be subject to any conditions, limitations, or restrictions which the Developer, in its sole and uncontrolled discretion, may elect to impose. Upon any such appointment of the Association as agent by the Developer, the Association shall assume any obligations which are incident thereto.

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

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

Section 2. The Architectural Review Board. Should the Developer designate the Association its agent or its assign for the purpose of administering and enforcing, in whole or in part, the rights reserved unto the Developer in the General Property Covenants to approve (or disapprove) plans, specifications, color, finish, plot plan, landscape plan, and construction schedules for any or all buildings or structures to be erected within any or all of the



Properties as specified in Section 1 hereinabove, the Association shall establish and operate an Architectural Review Board for the purpose of administering and enforcing such approvals (or disapprovals).

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

#### ARTICLE VIII

##### GENERAL PROVISIONS

Section 1. Duration. These Covenants and any amendments thereto shall run with and bind the land subject hereto, and shall inure to the benefit of and be enforceable by the Association, the Developer, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date of this Declaration. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically extended for successive periods of ten (10) years. The number of ten (10) year extension periods hereunder shall be unlimited, provided, however, that there shall be no extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year extension period, at a duly called meeting of the Association, fifty-one (51%) percent or more of the total vote entitled to be cast by all the Members of the Association shall vote in favor of terminating this Declaration at the end of its then current term. The presence at the meeting of Members or proxies entitled to cast sixty (60%) percent of the total vote of the Membership shall constitute a quorum. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Members of the Association vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the Resolution of Termination adopted by the Association, the date of the meeting of the Association at which such Resolution was adopted, the date that Notice of such Meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes present at said meeting, the total number of votes necessary to adopt a Resolution terminating this Declaration, the total number of votes cast against such Resolution. Said certificate shall be recorded in the Clerk's Office and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. All proposed amendments to this Declaration shall be submitted to a vote of the Members at a duly called meeting of the Association subject to the quorum requirements established by Article III, Section 6(a). Any proposed amendment shall

be deemed approved if two-thirds (2/3) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes present at said meeting, the number of votes necessary to adopt the amendment, the total number of votes cast in favor of such amendment and the total number of votes cast against the amendment. Such Addendum shall be recorded in the Clerk's Office.

So long as the Developer, as the Type "B" Member, is entitled to elect a majority of the Members of the Board of Directors, amendment of this Declaration shall be permitted to be made by the Developer.

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

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

Section 5. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

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

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

Section 8. Other Agreements. Notwithstanding anything contained herein to the contrary, all the provisions of these Covenants shall be subject to and conform with the provisions of:

(a) the Zoning Ordinance of the County of Chesterfield, Virginia, and the rules and regulations promulgated thereunder, as may from time to time hereafter be amended or modified;

(b) the Master Plan for the development of Longmeadow Farms as approved by the Board of Supervisors of the County of Chesterfield as may from time to time hereinafter be amended or modified; and

(c) the General Property Covenants recorded contemporaneously herewith in the Clerk's Office. In the event of any conflict between this Declaration and the General Property Covenants, the General Property Covenants shall prevail.

None of the provisions of this Section (8) are or shall in any way be construed to be or to constitute a conveyance, transfer, disposition, waiver or relinquishment of any right, title, and interest of the Developer or the Association, as their respective rights, titles and interests may appear, in and to or under any of the above referenced instruments or documents to or for the benefit of any other person, firm, or corporation.

Section 9. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer and/or the Association contemplated under this Declaration, the Developer and/or the Association shall not be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted, or withheld.

**Section 10. Termination of Association.** In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within ten (10) years of the date of this Declaration, all Common Properties belonging to the Association at the time of such adjudication shall revert to the Developer, and the Developer shall own and operate said Common Properties as Trustee for the use and benefit of Owners within the Properties as set forth below. If said adjudication shall occur on a date more than ten (10) years after the date of this Declaration, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article VIII, Section 1, all Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the Circuit Court of Chesterfield County, Virginia, which Trustee shall own and operate said Common Properties for the use and benefit of Owners within the Properties as set forth below:

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

(b) The Maximum Regular Annual Assessment which may be charged by the Developer or Trustee hereunder on any particular Residential Lot may be automatically increased each year by an amount equal to the C.P.I. The actual amount of such increase in the Maximum Regular Annual Assessment on such Residential Lot for the previous year multiplied by the C.P.I. If the C.P.I. is discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

(c) Any past due Annual Assessment together with interest thereon at the maximum annual rate allowed by law from the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Owner at the time the Annual Assessment became past due, and it shall also constitute and become a charge and continuing lien on the Residential Lot and all improvements thereon, against which the Assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

(d) The Developer, or the Trustee, as the case may be, shall be required to use the funds collected as Annual Assessments for the operation, maintenance, repair, and upkeep of the Common Properties. The Developer or Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided.

Neither the Developer nor the Trustee shall have the obligations to provide for operation, maintenance, repair, and upkeep of the Common Properties once the funds provided by the Annual Assessment have been exhausted.

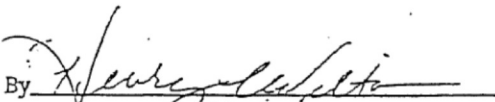
(e) The Developer shall have the right to convey title to the Common Properties, and to assign its rights and duties hereunder, provided that the transferee accepts such Properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby.

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

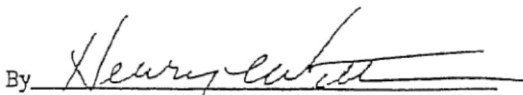
IN WITNESS WHEREOF, the Association and the Developer have caused this instrument to be executed and their seals attached by their duly authorized officers.

Dated this 31<sup>st</sup> day of August, 1993.

THE VILLAGES OF LONGMEADOW ASSOCIATION, INC.

By   
President

LONGMEADOW FARMS ASSOCIATES, INC.,  
a Virginia corporation

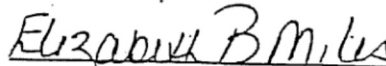
By   
President

STATE OF VIRGINIA  
CITY OF RICHMOND, to-wit:

BOOK 2503 PAGE 289

I, the undersigned, a Notary Public in and for my jurisdiction aforesaid, do hereby certify that Henry L. Wilton, President of The Villages of Longmeadow Association, Inc., and Longmeadow Farms Associates, Inc., whose name is signed to the fore-going Declaration of Covenants and Restrictions of The Villages of Longmeadow Association, Inc., and Longmeadow Farms Associates, Inc., has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 31st day of August, 1993.

  
Notary Public

My commission expires: 12/31/97

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 5 DAY OF APR 1994, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE..... ADMITTED TO RECORD AT 13:40 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$1.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK

Parcel ID: 796645817400000 ✓

Amendment to Declaration of Covenants and Restrictions  
of the Villages of Longmeadow Association, Inc.

This Amendment dated January 6, 2010 to the Declarations of Covenants and Restrictions of the Villages of Longmeadow Association, Inc. and Longmeadow Farms Associates, Inc., a Virginia corporation, dated August 31, 1993 and recorded April 5, 1994 in Deed Book 2503, Page 262, hereinafter referred to as "CC&R 1" by the Villages of Longmeadow Association, Inc., a Virginia non-profit, non-stock Association "the Association", all parties being indexed as Grantor and Grantee.

WHEREAS, CC&R 1 provides in Article VIII, Section 2 Amendments, the provisions for amending the CC&R 1; and

WHEREAS, in compliance with the amendment process set forth in Article 8, Section 2, the Association did at the duly called annual meeting on January 6, 2010 by a vote of 77 to 41 voted to amend Article III Section 6(b) of CC&R 1 and by a vote of 88 to 29 voted to amend Article III Section 6(a) (i) of CC&R 1.

NOW THEREFORE, pursuant to the power to amend granted in the CC&R 1 and the affirmative vote of the members of the Association, CC&R 1 is amended as follows:

Article III, Section 6. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association.

The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

- a. The first time a meeting of the Members of the Association is called to vote on (i) an increase in the Maximum Regular Annual Assessment greater than that provided for by subparagraph (3) of Section 3 of Article V hereof, twenty (20%) percent of the total vote of the Membership required for such action shall constitute a quorum for an increase in the maximum regular annual assessment only addressed in Article III, Section 6(a)(i), (ii) a Special Assessment as provided for by Section 4 of Article V hereof, (iii) the gift or sale of any parcel of land and improvements thereon designated as a Common Property as provided for by subparagraph (f) of Section 3 of Article IV hereof, (iv) an amendment to this Declaration as provided for by Section 2 of Article VIII hereof, or (v) the termination of this Declaration as provided for by Section 1 of Article VIII hereof, the presence at the meeting of Members or proxies entitled to cast sixty (60%) percent of the total vote of the Membership required for such action shall constitute a quorum [except for the lesser percentage has provided for in (i) herein].

b. The first time a meeting of the Members of the Association is called to vote on any action proposed to be taken by the Association, other than that described in Article III, Section 6(a) above, the presence at the meeting of Members or proxies entitled to cast twenty (20%) percent of the total vote of the Membership required for such action shall constitute a quorum for a regular or special meeting.

If the required quorum is not present at any meeting described in subparagraphs (a) or (b) above, with the exception of any meeting called to vote on the termination of this Declaration described in subparagraph [Art. III, Sec 6.] (a)(v) above, another meeting or meetings may be called subject to the giving of proper notice and the required quorum at such subsequent meeting or meetings shall be one-half (1/2) of the required quorum at the preceding meeting.

Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article III, Section 6, and any other requirements for such "duly called meeting" which may be established by the By-Laws of the Association. For the purpose of this section, "proper notice" shall be deemed to be given when given each Member not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

2. No other amendments or ratifications of CC&R 1 are contemplated by this amendment.

3. In the event of any conflict between this amendment of the CC&R 1 with the provisions in CC&R 1, this amendment shall supersede and control and the CC&R 1 shall be interpreted so as to give effect to this amendment to the CC&R 1.

[Signatures to follow]



Witness the following signatures and seals.

Villages of Longmeadow Association, Inc.,  
a Virginia Non-Stock Corporation

By: David A. Peat  
David A. Peat, Sr. President

Attested to: Blake Watson  
Secretary

COMMONWEALTH of VIRGINIA,  
CITY/COUNTY of Henrico to-wit:

The undersigned, a Notary Public in and for the jurisdiction aforesaid, does hereby certify that David A. Peat, Sr., President and Blake Watson as Secretary of Villages of Longmeadow Association, Inc., a Virginia corporation, appeared before me and acknowledged his signature to the foregoing this 17 day of February 2010.

Lee A. King  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Registration No: \_\_\_\_\_

INSTRUMENT RECORDED  
RECORDED IN THE CLERK'S OFFICE OF  
HENRICO COUNTY ON  
FEBRUARY 18, 2010 AT 11:00 AM  
JUDITH ANN HANCOCK, CLERK  
RECORDED BY: JAC

Instrument Control Number

[Empty box for Instrument Control Number]

21-

Commonwealth of Virginia  
Land Record Instruments  
Cover Sheet - Form A

10 FEB 11

906018

CHESTERFIELD COUNTY, VA

[ILS VLR Cover Sheet Agent 1.0.93]

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Date of Instrument: [1/6/2010 ]  
Instrument Type: [AMEND ]

Number of Parcels [ 1 ]  
Number of Pages [ 3 ]

City  County  [Chesterfield County ] (Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[Longmeadow Farms As ]	[ ]	[ ]	[ ]
[Villages of Longmeado ]	[ ]	[ ]	[ ]

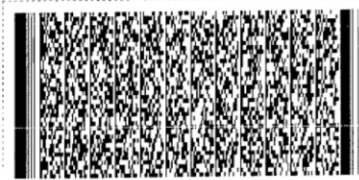
First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[n/a ]	[n/a ]	[n/a ]	[n/a ]
[ ]	[ ]	[ ]	[ ]

Grantee Address (Name) [N/A]  
(Address 1) [N/A]  
(Address 2) [N/A]  
(City, State, Zip) [N/A] [ ] [ ]  
Consideration [0.00 ] Existing Debt [0.00 ] Assumption Balance [0.00 ]

Prior Instr. Recorded at: City  County  [Chesterfield County ] Percent. in this Juris. [ 100 ]  
Book [ ] Page [ ] Instr. No [ ]  
Parcel Identification No (PIN) [796645817400000 ]  
Tax Map Num. (if different than PIN) [796645817400000 ]  
Short Property Description [Section 2, Villages of Longmeadow ]  
Current Property Address (Address 1) [n/a ]  
(Address 2) [n/a ]  
(City, State, Zip) [n/a ] [ ] [ ]

Instrument Prepared By [Lafayette, Ayers & Whitlock, P ]  
Recording Paid for By [Lafayette, Ayers & Whitlock, PLC ]  
Return/Recording To (Name) [Lafayette Ayers & Whitlock, PLC ]  
(Address 1) [10160 Staples Mill Road, Suite 105 ]  
(Address 2) [ ]  
(City, State, Zip) [Glen Allen ] [VA ] [23060 ]  
Customer Case ID [ ] [ ] [ ]



Tax# 795649431000000 ✓

Amendment to Declaration of Covenants and Restrictions  
of the Villages of Longmeadow Association, Inc.  
and Longmeadow Farms Associates, Inc., a Virginia corporation

WHEREAS, the Villages of Longmeadow Association, Inc., a Virginia non-stock corporation and Longmeadow Farms Associates, Inc., a Virginia corporation, did establish a Declaration of Covenants and Restrictions of the Villages of Longmeadow hereinafter referred to as "CC&R" dated August 31, 1993 and recorded in the Clerk's Office of the Circuit Court of Chesterfield County on the 5<sup>th</sup> day of April, 1994 in Deed Book 2503, Page 262; and

WHEREAS, pursuant to Article VIII, Section 2, that the "So long as the Developer, as the Type "B" Member, is entitled to elect a majority of the Members of the Board of Directors, amendment of this Declaration shall be permitted to be made by the Developer." The Developer retains the right to elect a majority of the members of the Board of Directors as of the date of this Amendment to the CC&R; and

WHEREAS, Centrex Homes, Inc. is the successor in interest to Longmeadow Farms Associates, Inc., a Virginia corporation, as the Developer.

NOW THEREFORE, the Developer does hereby amend the CC&R as follows:

1. Article V "Covenant For Assessments"; "Section 5 Reserve Funds" is hereby deleted in its entirety. Amended Section 5 "Reserve Funds" is as follows:

"Section 5 Reserve Funds and Reserve Funds Assessment

(a) The Association shall establish Reserve Funds to be held in reserve in an interest earning account or investment account as a reserve and the funds used for:

1. major rehabilitation or major repairs to Association property, both real and personal;
2. emergency and other repairs required because of storm, fire, natural disaster, or other casualty loss;
3. initial costs or expense of any new service or new improvements for any new service to be performed by the Association or new improvements constructed by and for the Association.

(b) at the time of transfer of any lot covered by the CC&R's from the Developer to a non-builder Owner or from a Builder to a Owner, Owner being a consumer homeowner, there shall be a one time payment of an initial Reserve Fund Fee Assessment. This fee shall be charged to the seller. The seller shall pay this initial Reserve Fund Assessment fee in an amount equal to the then Annual Assessment to fund the Reserve Fund. This fee shall be increased in the same manner as the Annual Assessment is increased in Article V, Section 3 (e). Excluded from this assessment is the

sale of any Lot between the Developer and a Builder wherein the property is being purchased for re-sale after improvements are constructed thereon to a consumer owner.

(c) the Association may dedicate other revenue and other sources of revenue to the Reserve Fund in addition to the Reserve Fund Assessment."

2. Article V, Section 3 (a) is hereby amended by removal of "Section 3(3)" and substituted in place thereof is: "Section 3 (e)".

3. Article V, Section 9 is hereby deleted in its entirety. In its place is amended Section 9:

"Section 9 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of the Association. If the Annual Assessment or any Special Assessment is not paid within thirty (30) days of the due date thereof, then such Assessment shall become delinquent and shall (together with interest thereon at the maximum annual rate permitted by law from the due date and costs of collection thereof including reasonable attorney's fees) become a charge and continuing lien on the land and all improvements thereon against which each such Assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns.

If the Assessment is not paid within sixty (60) days after the due date, the Association may bring an action at law against the Owner personally and there shall be added to the amount of such Assessment the costs of preparing the filing of the Complaint in such action and reasonable attorney's fees. In the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and reasonable attorney's fees together with the cost of action.

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

Except as herein amended, the Association and Developer hereby ratify and reaffirm the CC&R's as created on the 31<sup>st</sup> day of August, 1993.

Witness whereof, the Association and Developer have caused this Amended CC&R to be executed and their seals attached by their duly authorized Officers this 7<sup>th</sup> day of June, 2007.

Villages of Longmeadow Association, Inc.,  
a Virginia Non-Stock Corporation

By: Joshua Miller  
President

21  
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25

Instrument Control Number  
[ ]

Commonwealth of Virginia  
Land Record Instruments  
Cover Sheet - Form A

09 OCT 19 11 54

048492

[ILS VLR Cover Sheet Agent 1.0.93]

CIRCUIT COURT CLERK  
CHESTERFIELD CO., VA

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Date of Instrument: [8/13/2009 ]

Instrument Type: [LET ] OTHER

Number of Parcels [ 1 ]

Number of Pages [ 3 ]

City  County  [Chesterfield County ] (Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[Centex Homes ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[The Villages of Longme ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

Grantee Address (Name) [Centex Homes ]  
 (Address 1) [3951 Westerre Parkway, Suite 160 ]  
 (Address 2) [ ]  
 (City, State, Zip) [Richmond ] [VA] [23233 ]

Consideration [0.00 ] Existing Debt [0.00 ] Assumption Balance [0.00 ]

Prior Instr. Recorded at: City  County  [Chesterfield County ] Percent. in this Juris. [ 100 ]

Book [ ] Page [ ] Instr. No [ ]

Parcel Identification No (PIN) [N/A ]

Tax Map Num. (if different than PIN) [N/A ]

Short Property Description [ ]

Current Property Address (Address 1) [ ]

(Address 2) [ ]

(City, State, Zip) [ ] [ ] [ ]

Instrument Prepared By [Centex Homes ]

Recording Paid for By [Centex Homes - Darin Smouse ]

Return Recording To (Name) [Centex Homes ]

(Address 1) [3951 Westerre Parkway ]

(Address 2) [Suite 160 ]

(City, State, Zip) [Richmond ] [VA] [23233 ]

Customer Case ID [ ] [ ]



8/13/09

794-647-9483-00000

**Grantor:** Centex Homes

**Grantee:** The Villages of Longmeadow Association, Inc.

**Document Type:** Letter Relinquishing HOA Board Control

Cover Page

Page 1 of 3

**Centex**<sup>®</sup>

3951 Westerre Pkwy, Suite 160  
Richmond, VA 23233  
Office: 804-521-3458  
Cell: 804-640-9728  
Fax: 804-521-3495

August 13, 2009

Board of Directors  
The Villages Of Longmeadow Association, Inc.  
c/o ACS West, Inc.  
1904 Byrd Ave., Ste. 100  
Richmond, VA 23230

**RE: Resignation of Board of Director Positions and Assignment of Developer Rights**

Members of the Board:

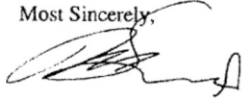
This letter shall serve as notice that, as of August 13, 2009, Centex Homes, as Developer and Type "B" Member, resigns and otherwise relinquishes control of two of the three Class II Director positions within the Board of Directors of The Villages Of Longmeadow Association, Inc. The single remaining Class II Director position shall continue to be occupied by Darin Smouse. With this notice, it is the intent of the Developer that the majority of the Board of Directors positions be occupied by Class I Directors.

Furthermore, Centex Homes as Developer hereby assigns to The Villages Of Longmeadow Association, Inc., subject only to the limitations immediately following this paragraph, any and all Developer rights as defined or otherwise anticipated in the "Declaration of Covenants and Restrictions of the Villages of Longmeadow Association, Inc. And Longmeadow Farms Associates, Inc., a Virginia Corporation", dated August 31, 1993 and recorded April 5, 1994 in Deed Book 2503, page 362 and the "Declaration of Rights, Restrictions and Affirmative Obligations and Conditions Applicable To All Property In Longmeadow Farms", dated August 31, 1993 and recorded in the Clerk's Office, Circuit Court of Chesterfield County in deed Book 2503, Page 245, and the "General Property Covenants of August 31<sup>st</sup>, 1993" contained therein.

The preceding assignment of Developer rights shall be limited only to the following degree; for so long as Centex Homes owns Property within Longmeadow Farms (the "Retained Property"), Centex Homes shall retain sole and exclusive Developer rights over the Retained Property, including, but not limited to, Architectural Control; Centex Homes reserves the right, in its sole discretion, to transfer all or a portion of the Developer rights in connection with any portion of the Retained Property; and finally, should Centex Homes transfer record title of a portion of the Retained Property, in the form of a residential building lot, to the purchaser of a single family home constructed on that residential building lot, the Developer rights reserved herein to the benefit of Centex Homes for that specific residential lot shall, concurrent with the transfer of the lot to the home buyer, be automatically assigned to The Villages Of Longmeadow Association,

Inc. The forgoing notwithstanding, the incremental transfer of portions of the Retained Property to parties other than Centex Homes shall not diminish the Developer rights reserved herein to the benefit of Centex Homes on the balance of the Retained Property.

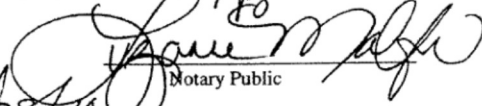
Most Sincerely,



Darin M. Smouse  
Director of Land Development  
Southern Virginia Division

COMMONWEALTH of VIRGINIA  
COUNTY of Spencer to-wit:

The undersigned, a Notary Public in and for the jurisdiction aforesaid, does hereby certify that Darin M. Smouse, Director of Land Development, Centex Homes, a Nevada General Partnership, appeared before me and acknowledged his signature to the foregoing this 13<sup>th</sup> day of August, 2009.



Notary Public

My Commission Expires: 2/28/10  
Notary Registration No: 7015984



A COPY TESTE:  
JUDY L. WORTHINGTON

BY Linda C. Borch  
DEPUTY CLERK

INSTRUMENT #48492  
RECORDED IN THE CLERK'S OFFICE OF  
CHESTERFIELD ON  
OCTOBER 19, 2009 AT 11:54AM

JUDY L. WORTHINGTON, CLERK  
RECORDED BY: JAB



Instrument Control Number

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# Commonwealth of Virginia Land Record Instruments Cover Sheet - Form A

[ILS VLR Cover Sheet Agent 1.0.93]

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Date of Instrument: [6/25/2009 ]  
Instrument Type: [AMEND ]

Number of Parcels [ 1 ]  
Number of Pages [ 0 ]

City  County  [Chesterfield County ] (Box for Deed Stamp Only)

### First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[Villages of Longmeado ]	[ ]	[ ]	[ ]
[Longmeadow Farms As ]	[ ]	[ ]	[ ]

### First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[N/A ]	[N/A ]	[N/A ]	[N/A ]
[ ]	[ ]	[ ]	[ ]

Grantee Address (Name) [N/A ]  
 (Address 1) [N/A ]  
 (Address 2) [N/A ]  
 (City, State, Zip) [N/A ] [ ] [N/A ]  
 Consideration [0.00 ] Existing Debt [0.00 ] Assumption Balance [0.00 ]

Prior Instr. Recorded at: City  County  [Chesterfield County ] Percent. in this Juris. [ 100 ]  
 Book [ ] Page [ ] Instr. No [ ]  
 Parcel Identification No (PIN) [ ]  
 Tax Map Num. (if different than PIN) [79664581700000 ]  
 Short Property Description [Longmeadow Farms ]  
 Current Property Address (Address 1) [N/A ]  
 (Address 2) [N/A ]  
 (City, State, Zip) [N/A ] [ ] [ ]

Instrument Prepared By [Lafayette, Ayers & Whitlock, P ]  
 Recording Paid for By [Centex Homes ]  
 Return Recording To (Name) [Darin M. Smouse ]  
 (Address 1) [3951 Westerre Parkway ]  
 (Address 2) [ ]  
 (City, State, Zip) [Richmond ] [VA ] [23233 ]  
 Customer Case ID [ ] [ ] [ ]



Parcel ID: 796645817400000

Amendment to Declaration of Covenants and Restrictions  
of the Villages of Longmeadow Association, Inc.  
and Longmeadow Farms Associates, Inc., a Virginia corporation  
and Amendment of the Declaration of Rights, Restrictions and Affirmative  
Obligations and Conditions Applicable to All Properties  
in Longmeadow Farms

This Amendment dated June 25, 2009 to the Declarations of Covenants and Restrictions of the Villages of Longmeadow Association, Inc. and Longmeadow Farms Associates, Inc., a Virginia corporation, dated August 31, 1993 and recorded April 5, 1994 in Deed Book 2503, Page 262, hereinafter referred to as "CC&R 1" and Declaration of Rights, Restrictions and Affirmative Obligations and Conditions Applicable to All Property in Longmeadow Farms dated August 31, 1993 and recorded in the Clerk's Office, Circuit Court of Chesterfield County in Deed Book 2503, Page 261, hereinafter referred to as "CC&R 2" by the Villages of Longmeadow Association, Inc., a Virginia non-profit, non-stock corporation and Longmeadow Farms Associates, Inc., a Virginia corporation, a wholly owned subsidiary of Centex Homes, a Nevada General Partnership, all parties being indexed as Grantor and Grantee.

WHEREAS, CC&R 1 and CC&R 2 provides for the amendment of CC&R 1 and CC&R 2 by the Developer as the Type B Member provided the Type B Member is entitled to elect a majority of the Members of the Board of Directors, the Class 2 Directors; and

WHEREAS, the Developer is Centex Homes; and

WHEREAS, the Developer still owns land within the boundaries affected by the Declaration and as the Type B Member elects a majority of the Board of Directors as Class 2 Directors of the Villages of Longmeadow Association, Inc.; and

WHEREAS, the Developer, with the community elected Directors being the Class 1 Directors concurrence, desires to amend both CC&R 1 and CC&R 2.

NOW THEREFORE, pursuant to the power to amend CC&R 1 and CC&R 2 granted to the Developer the CC&R 1 and the CC&R 2 are amended as follows:

1. Upon the relinquishment of control of the Board of Directors by the Developer, majority control of the Board of Directors of the Villages of Longmeadow Farms Association shall be held Class 1 Directors elected by the Type A Members, the CC&R 1 and the CC&R 2 may be amended by the affirmative vote of 60% of the members voting at a duly called meeting of the Association which meeting shall have a quorum requirement of 20% of the lot owners in Longmeadow Farms.

2. Any meeting of the Association called for the purpose of amending the CC&R 1 and the CC&R 2 the quorum and voting may be established by proxy voting of the members.

3. Upon cessation of the Developer's control of the Board of Directors as the Class 2 Director, the Developer shall assign all rights, title and duties for Architectural Control of all improvements in Longmeadow Farms to the Villages of Longmeadow Association, Inc.

4. No other amendments or ratifications of the CC&R 1 and the CC&R 2 are contemplated by this amendment.

5. In the event of any conflict between this amendment of the CC&R 1 and the CC&R 2 with the provisions in the CC&R 1 and the CC&R 2, this amendment shall supersede and control and the CC&R 1 and the CC&R 2 shall be interpreted so as to give effect to this amendment to the CC&R 1 and the CC&R 2.

Witness the following signatures and seals.

Villages of Longmeadow Association, Inc.,  
a Virginia Non-Stock Corporation

By: \_\_\_\_\_  
Darin M. Smouse, President  
and Director (Class 2)

COMMONWEALTH of VIRGINIA,  
CITY/COUNTY of \_\_\_\_\_ to-wit:

The undersigned, a Notary Public in and for the jurisdiction aforesaid, does hereby certify that Darin M. Smouse, President and Director of Villages of Longmeadow Association, Inc., a Virginia corporation, appeared before me and acknowledged his signature to the foregoing this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Registration No: \_\_\_\_\_

\_\_\_\_\_  
Jason Gooch, Director (Class 1)

COMMONWEALTH of VIRGINIA,  
CITY/COUNTY of \_\_\_\_\_ to-wit:

The undersigned, a Notary Public in and for the jurisdiction aforesaid, does hereby certify that Jason Gooch, Director of Villages of Longmeadow Association, Inc., a Virginia corporation, appeared before me and acknowledged his signature to the foregoing this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Registration No: \_\_\_\_\_

\_\_\_\_\_  
David Peat, Director (Class 1)

COMMONWEALTH of VIRGINIA,  
CITY/COUNTY of \_\_\_\_\_ to-wit:

The undersigned, a Notary Public in and for the jurisdiction aforesaid, does hereby certify that David Peat, Director of Villages of Longmeadow Association, Inc., a Virginia corporation, appeared before me and acknowledged his signature to the foregoing this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Registration No: \_\_\_\_\_

\_\_\_\_\_  
Chuck Harris, Director (Class 2)

COMMONWEALTH of VIRGINIA,  
CITY/COUNTY of \_\_\_\_\_ to-wit:

The undersigned, a Notary Public in and for the jurisdiction aforesaid, does hereby certify that Chuck Harris, Director of Villages of Longmeadow Association, Inc., a Virginia corporation, appeared before me and acknowledged his signature to the foregoing this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Registration No: \_\_\_\_\_

\_\_\_\_\_  
Jeff McKay, Director (Class 2)

COMMONWEALTH of VIRGINIA,  
CITY/COUNTY of \_\_\_\_\_ to-wit:

The undersigned, a Notary Public in and for the jurisdiction aforesaid, does hereby certify that Jeff McKay, Director of Villages of Longmeadow Association, Inc., a Virginia corporation, appeared before me and acknowledged his signature to the foregoing this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Registration No: \_\_\_\_\_

Longmeadow Farms Associates, Inc.,  
A Virginia Corporation

By: \_\_\_\_\_  
Darin M. Smouse, President

COMMONWEALTH of VIRGINIA,  
CITY/COUNTY of \_\_\_\_\_ to-wit:

The undersigned, a Notary Public in and for the jurisdiction aforesaid, does hereby certify that Darin M. Smouse, President of Longmeadow Farms Associates, Inc., a Virginia corporation, appeared before me and acknowledged his signature to the foregoing this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Registration No: \_\_\_\_\_

Centex Homes, a Nevada General Partnership

By: \_\_\_\_\_  
Darin M. Smouse, Director of Land Development

COMMONWEALTH of VIRGINIA,  
CITY/COUNTY of \_\_\_\_\_ to-wit:

The undersigned, a Notary Public in and for the jurisdiction aforesaid, does hereby certify that Darin M. Smouse, Director of Land Development, Centex Homes, a Nevada General Partnership, appeared before me and acknowledged his signature to the foregoing this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Registration No: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

March 31, 1995

The State Corporation Commission has found the accompanying  
articles submitted on behalf of

THE VILLAGES OF LONGMEADOW ASSOCIATION, INC.

to comply with the requirements of law, and confirms payment of  
all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of  
incorporation in the Office of the Clerk of the Commission,  
effective March 31, 1995.

The corporation is granted the authority conferred on it by law in  
accordance with the articles, subject to the conditions and  
restrictions imposed by law.

STATE CORPORATION COMMISSION

By



Commissioner

CORPACPT  
CIS20461  
95-03-30-0131

21.00  
(236) 4.00  
25.00

Instrument Control Number

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Commonwealth of Virginia  
Land Record Instruments  
Cover Sheet - Form A

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035998

[ILS VLR Cover Sheet Agent 1.0.93]

Rec: 6/8/07

CIRCUIT COURT CLERK  
CHESTERFIELD CO., VA.

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Date of Instrument: [6/7/2007 ]

@: 13:42

Instrument Type: [DEC ]

Instrument #: 35998

Number of Parcels [ 1 ]

Check. Amt: 21.00

Number of Pages [ 3 ]

City  County  [Chesterfield County ] (Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[The Villages of Longme ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[The Villages of Longme ]	[ ]	[ ]	[ ]
[Longmeadow Farms As ]	[ ]	[ ]	[ ]

Grantee Address (Name) [The Villages of Longmeadow Association ]  
 (Address 1) [P O Box 11361 ]  
 (Address 2) [ ]  
 (City, State, Zip) [Richmond ] [VA ] [23230 ]

Consideration [0.00 ] Existing Debt [0.00 ] Assumption Balance [0.00 ]

Prior Instr. Recorded at: City  County  [Chesterfield County ] Percent. in this Juris. [ 100 ]

Book [2503 ] Page [2602 ] Instr. No [ ]

Parcel Identification No (PIN) [ ]

Tax Map Num. (if different than PIN) [ ]

Short Property Description [Villages of Longmeadow ]

Current Property Address (Address 1) [ ]

(Address 2) [ ]

(City, State, Zip) [ ] [ ] [ ]

Instrument Prepared By [Kelley W. Randall ]

Recording Paid for By [Kelley W. Randall ]

Return Recording To (Name) [Kelley W. Randall ]

(Address 1) [3951 Westerre Parkway Suite 160 ]

(Address 2) [ ]

(City, State, Zip) [Richmond ] [VA ] [23233 ]

Customer Case ID [ ] [ ] [ ]

