

DECLARATION

50

DECLARATION OF RESTRICTIONS

THIS DECLARATION, made this 1st day of September, 2004, by **CENTEX HOMES**, a Nevada general partnership (hereinafter called the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of certain property located in the City of Suffolk, Virginia, and further described in the legal description attached hereto and incorporated herein as Exhibit "A".

WHEREAS, Declarant intends to develop said lots shown on the above-mentioned plat according to a common scheme of development; and it is the purpose of this Declaration to declare and make known the covenants and restrictions to which the said development will be subject; and

WHEREAS, when the property described above and any adjacent land now owned or hereafter acquired by Declarant and intended to become a part of MANSFIELD FARM SUBDIVISION, has been sold, Declarant intends that architectural control be established to consider certain actions which lot owners may desire to take with reference to their property.

1. NOW, THEREFORE, CENTEX HOMES, INC., by this instrument declares and makes known that the following covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from the date of the recordation of these covenants, after which time, said covenants shall be automatically extended for successive periods of five (5) years, unless an instrument signed by a majority of the then owners of the lots has been admitted to record agreeing to change said covenants in whole or in part.

2. All lots shown on said plat shall be known and described as residential lots and shall be used only for residential purposes, and no structures shall be erected, altered, placed or permitted to remain on any residential lot, other than one detached single family dwelling, not to exceed two and one-half stories in height. Detached garages may be approved by the Declarant in its sole discretion, but no commercial use shall be permitted. Tennis courts and cabanas shall be permitted so long as there is no commercial use of the same. No swimming pool shall be erected or maintained on any lot unless approved by the Architectural Control Committee and unless screened from view and enclosed by a fence. This paragraph does not prohibit any use which may be allowed by Chapter 42 U.S.C. Section 3604.

3. No building, structure or fence shall be erected, altered or moved onto any lot in this subdivision until a site plan and the specifications for such building, structure or fence has been approved by the Declarant which provision is hereinafter made. Declarant shall have the right to grant or withhold approval based in part upon quality, type, and appearance of external materials, location of the house, structure or fence upon the lot and harmony of the external design and colors with other houses in the subdivision. Every Owner shall take such actions as may be necessary to maintain effective erosion control on lots. Provided that the Association has given an Owner or of a lot written notice of action required to establish and maintain effective erosion control on such lot, and the Owner has failed to take such action within seven (7) days of the date of such notice, the Association shall have the right to enter upon the Lot to perform the action required.

4. Minimum front yard setback requirements for the project shall be 25 feet. Minimum rear yard for the the project shall be 25. Minimum side yard for the project shall be 10 feet (except where adjacent to a street) Minimum side yard setback requirements for the project where adjacent to a street shall be 25 feet. If the City of Suffolk requires a greater setback the City setback shall govern. For the purpose of this covenant, eaves, steps, fireplaces, and open porches shall not be considered a part of any building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. The Declarant reserves an easement in all of the streets, alleys, and public places as shown on the said plat for the installation of water mains, gas mains, electric cables, poles, wire, fixtures, etc., for electric telephone and cable television service, and relocation thereof, in, along, under and across all streets in said subdivision. The further right is reserved for the construction and maintenance of utilities and drainage facilities along rear, front and the side lot lines thereof, but said easement is not to exceed 10 feet in width on each lot. Declarant reserves the right to assign easements for the installation and maintenance of utilities, fencing, landscaping and drainage facilities within the said 10-foot easement areas.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon, which may be or become annoyance or nuisance to the adjoining property or properties. No nuisance shall be permitted to exist on any Lot. Every Owner shall take such actions as may be necessary to remove underbrush, weeds or other unsightly growth from Lots that detract from the overall beauty, setting and safety of the Property. Each Owner shall refrain and cause others to refrain from any act or use of his Lot that could reasonably cause embarrassment, discomfort, or annoyance to other Owners, their Tenants, family members, guests and invitees. Provided the Association has given written notice to an Owner of a lot in the presence on such lot of underbrush, weeds or other unsightly growth that in the Association's opinion detracts from the overall beauty, setting and safety of the Property, and the Owner has failed within fifteen (15) days of the date of such notice to correct such condition, the Association may enter upon the lot to mow, remove, clear, cut or prune such underbrush, weeds, or other unsightly growth.

7. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as a residence either temporarily or permanently. In addition, there shall be no outside laundry lines of any kind on any of the said property.

8. No mobile home, trailer, tent, barn or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently. Boats, utility trailers, campers, campers recreational vehicles, oversized vehicles, or utility trailers may be placed or stored on a lot with the approval of the Architectural Control Committee, but only within an approved enclosed or screened area such that they are not generally visible from adjacent portions of the Property. Such Party shall be entitled to limit the size of any such items in connection with approving a storage area therefore.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets, provided that they are not kept, bred or maintained for commercial purposes.

10. No lots shall be used or maintained as a dumping ground for rubbish, garbage, or other waste, and the same shall be kept in sanitary containers at all times. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition. Curbside pickup of garbage, yard waste, debris and recyclable materials shall be permitted subject to such rules and regulations as the Association may elect to impose and subject to the applicable ordinances of the City of Suffolk. Nothing shall be done or kept on any lot that increases the rate of insurance applicable for permitted uses for the common area or any part thereof without the prior written consent of the Board, including, without limitation, any activities that are unsafe or hazardous with respect to any person or property. No person shall permit anything to be done or kept on any lot that will result in the cancellation of any insurance on the common area or any part thereof or that would be in violation of any law, regulation or administrative ruling. No vehicle of any size that transports inflammatory or explosive cargo may be kept or driven on the Property at any time. Each Owner shall comply and shall be responsible for assuring that its tenants, if any, family members, guests and invitees comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment, including, but not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, toxic wastes and other environmental contaminants. No Owner shall knowingly use, generate, manufacture, store, release, dispose of or permit to be used, generated, manufactured, stored, released, or disposed of by its Tenant or any third party or permit to exist in, on, under or about any portion of the Property or transport or permit to be transported to or from any portion of the Property any hazardous materials except in compliance with all applicable environmental laws, or commit any waste on any portion of the Property.

11. The Declarant reserves the right to maintain the sites until a house is occupied, but shall be under no obligation to do so. This right to maintain shall terminate upon the conveyance of the last lot. If Declarant exercises the right to maintain such sites, the owner of such sites shall immediately reimburse Declarant for all of the expenses it has incurred, if not immediately reimbursed the Declarant may lien the lot plus costs of collection. No dwelling unit located on a lot shall be used or occupied for transient or hotel purposes. No dwelling unit located on a lot shall be leased for an initial period of less than twelve (12) months without the Association's approval. No portion of any dwelling unit (other than the entire dwelling unit) shall be leased for any period. No owner shall lease a lot other than on a written form of lease (i)

requiring the lessee to comply with this Declaration and the Rules and Regulations; (ii) providing that failure to comply with such documents constitutes a default under the lease; and (iii) permitting the Association or the Declarant to terminate said lease in the event of an Owner's failure to do so upon the occurrence of such a default, which default is not cured within thirty (30) days after notice thereof from the Owner, the Association, or the Declarant, as the case may be.

12. All oil and fuel tanks shall be buried and no barrels or tanks of any nature shall be permitted as storage tanks in any exposed place except during the construction period.

13. All mechanical equipment such as air conditioning condensers, and compressors, etc., shall be located in the rear or the side of the house only; no mechanical equipment shall be allowed in front of the house. Garbage receptacles and similar storage receptacles, electric and gas meters and other unsightly objects must be screened or stored in order to conceal them from view from the adjoining public street or streets and adjacent portions of the Property.

14. No fence shall extend closer to a side street than the wall of the house which faces such street, nor shall any fence extend closer to the street toward which said house faces than the rear wall of the house. No fence shall be more than 8 feet in height. No fence, wall, or screen planting of any kind shall be planted, installed or erected upon said parcel or other portion of the Property unless approved by the Architectural Committee. Chain link fences shall not be allowed.

15. It is recognized that certain restrictions as they apply to certain lots or situations may impose hardships if minor violations are not excused. Accordingly, the Declarant shall have the right to alter, amend or waive any one or more covenants contained herein or any one or more violations thereof, and such alteration, amendment or waiver shall be binding on the owners of all said lots. Any such alteration, amendment or waiver shall apply only to the specific lot or lots for which the alteration, amendment or waiver is granted and shall not be construed as an alteration, amendment or waiver of any other provision contained in these Declarations or as applicable to any other lot.

16. No outside roof-mounted or ground-mounted antennas for television, radio, or any other purpose shall be constructed, placed or permitted to be placed upon any lot except in accordance with FCC regulations and with approval of the Architectural Committee.

17. No exterior clotheslines, wooden or metal racks, or other apparatus suited or intended to be used for air-drying of wet garments may be erected by any Owner.

18. Deck and porch railings shall not be used for the purpose of drying any linens or garments of any kind by any Owner. No Owner or Tenant of a lot may display any flag, with the exception of (i) the United States, (ii) the Commonwealth of Virginia, (iii) any active branch of the armed forces of the United States, or (iv) any military valor or service award of the United States, other than in accordance with the Rules and Regulations relating to such display.

19. No dwelling unit located on a Lot shall be used or occupied for transient or hotel purposes. No dwelling unit located on a Lot shall be leased for an initial period of less than six (6) consecutive months without the Company's approval. No portion of any dwelling unit (other than the entire dwelling unit) shall be leased for any period. No more than twenty percent (20%) of the dwelling units located on Lots subjected to this Declaration may be sold to any individual or entity that purchases such dwelling unit for resale or investment purposes. No Owner shall lease a Lot other than on a written form of lease (i) requiring the lessee to comply with this Declaration and the Rules and Regulations; (ii) providing that failure to comply with such documents constitutes a default under the lease; and (iii) permitting the Association or the Company to terminate said lease in the event of an Owner's failure to do so upon the occurrence of such a default, which default is not cured within thirty (30) days after notice thereof from the Owner, the Association, or the Company, as the case may be.

20. In any instance where it is necessary that a lot owner obtain the approval of Declarant in order to comply with the terms hereof, if the Declarant fails to approve or disapprove the plans and specifications in question within forty-five (45) days after the written receipt thereof, by both parties, accompanied by an acknowledged written request for approval, such approval shall be deemed to have been given.

21. Should any person violate or attempt to violate any of the conditions, restrictions or limitations set forth herein it shall be lawful for the Declarant, or any other person or persons owning any real property situated in MANSFIELD FARM development to prosecute in law or in equity against the person or persons violating or attempting to violate any such condition, or to recover damages for such violation or the enforcement of same.

22. Invalidity of any of these conditions, restrictions or limitations by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Only mailboxes identical to those installed by the Declarant or developer will be allowed. If for any reason the above-referenced mailbox is discontinued or no longer available, then the Architectural Committee shall select another approved mailbox. No newspaper tubes may be placed on the supporting mailboxes.

23. Declarant reserves the right to assign all of its rights under this Declaration, including the right to grant, amend, waive or withhold approvals referred to above.

24. The property is subject to the following assessments:

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of a lot within the Property other than the Declarant hereby covenants, and each subsequent owner of any lot by acceptance of a deed, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to MANSFIELD FARM HOMEOWNERS ASSOCIATION, (a) annual assessments or charges; (b) special assessments for capital improvements. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the

land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property and for the ownership, improvement, operation and maintenance of the Common Area, Common Area easements and the improvements thereon.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following of the conveyance of the first Lot to an owner, the maximum annual assessment imposed upon each member shall be Three Hundred Dollars (\$300.00) per lot, and the maximum annual assessment imposed upon Declarant for each Lot not containing and occupying the dwelling shall be Three Hundred Dollars (\$300.00).

Section 4. Special Assessments In addition to the annual assessments authorized above, the Association may levy:

A. Working Capital Contribution. Upon the conveyance of a lot from the Declarant to a Member, a capital contribution for the purpose of defraying, in whole or in part, the cost of establishing and maintaining the Association. If levied, the capital contribution will be the sum that is equal to the amount established as the monthly dues for the Association multiplied by three.

B. Capital Improvements. In any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto.

Section 5. Uniform Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 of this Article, the presence in person of Members entitled to cast forty percent (40%) of all votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that in no event will fewer than twenty percent (20%) of all votes constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first lot to a lot owner from the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

A. Amount of Assessment. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period but in the absence of such action by the Board of Directors the annual assessment shall be in the amount last fixed. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. MANSFIELD FARM HOMEOWNERS ASSOCIATION shall upon demand at any time furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any assessment.

B. Changes in Annual Assessment. From and after January 1, 2004, the Annual Assessment may be increased each fiscal year in the amount deemed necessary by the Board in order to fund the Association's obligations pursuant to the annual budget adopted by the Board for such year. For so long as the Declarant is an Owner, the Annual Assessment for a fiscal year shall not be reduced below the amount thereof for the preceding fiscal year without the Declarant's consent. Thereafter, the Annual Assessment for a fiscal year may be reduced below the amount thereof for the preceding fiscal year at the discretion of the Board, provided the Annual Assessment shall not be reduced to a level lower than that reasonably required pursuant to Section 2 below. If the Board determines that the Annual Assessment established for a given fiscal year will be insufficient to fund the obligations of the Association intended to be funded thereby, the Board may levy a Special Assessment in the amount reasonably necessary to satisfy any such insufficiency.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. If the Assessment or any installment thereof, is not paid within thirty (30) days after the due date, (i) the Association may impose a late charge or charges in such amount or amounts as the Board of Directors deems reasonable, not to exceed 10% of the amount of such overdue Assessment or installment thereof or \$30.00, whichever is greater, and, if not paid within thirty (30) days after the due date the Assessment shall bear interest from the due date at such rate as may be fixed by the Board of Directors from time to time, such rate not to exceed the maximum rate of interest then permitted by law; (ii) the Board of Directors may accelerate the remaining installments, if any, of such Assessment upon notice thereof to the Owner; and (iii) the Association may bring legal action against the Owner personally obligated to pay the same or foreclose the lien against the property, and the cost of such proceedings, including reasonable attorneys' fees, shall be added to the amount of such Assessment, accelerated installments, if any, late charges and interest. The Board of Directors, with the consent of the Declarant for so long as the Declarant is an Owner, shall have the right to change the amount of the foregoing late fee and rate of interest in its discretion from time to time. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. Foreclosure of any such mortgage or deed of trust shall extinguish such lien for assessments due prior to such foreclosures (and such lien shall attach to any excess proceeds of the foreclosure) but no such foreclosure shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property, subject to the Declaration, shall be exempt from the assessments created therein: (a) all property dedicated to and accepted by a local public authority, (b) the Common Area.

28. No trees shall be removed from the Lots without the written approval of the Declarant. In the event that Declarant has installed trees on the Lots adjoining the streets or in the street right of way those trees shall not be removed and Owners shall water, fertilize and maintain the trees in good condition. In the event a tree dies, Owners shall replace the trees with a tree of comparable size and height. Owners shall plant and landscape the Lot in accordance with the approved subdivision plans, a copy of which may be obtained from the Declarant.

29. Common Area Easements and Maintenance Area.

The Declarant declares and grants to itself and to MANSFIELD FARM Homeowners Association, Inc. a perpetual drainage easement on the areas designated on the subdivision plat of MANSFIELD FARM as retention pond or drainage easement. The Association shall have the duty to maintain the retention area including cleaning and mowing the grass as a common area easement. The easement shall include the right of access across the lots affected by the easements.

30. Owners of lots on which the Chesapeake Bay Preservation Act applies shall comply with all the restrictions, terms and covenants of said restrictions.

31. Architectural Controls.

Section 1. Control by Association. After transfer of title by the Declarant to any Lot or other completed portion of the Property, enforcement of those provisions of the Declaration pertaining to exterior appearance of the Property and control over any change in use or any additions, modifications or alterations to any exterior improvement on said Lot or other portion of the Property shall be the responsibility of the Association, acting through the Architectural Committee as provided in Section 7.02 below.

Section 2. Composition and Function of Architectural Committee.

A Committee Composition. The Architectural Committee shall consist of three (3) regular members and two alternate members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership. A member need not be, but may be, a member of the Board of Directors or an officer of the Association.

B. Alternative Members. In the event of the absence or disability of one or two regular members of said Committee, the remaining regular member or members, even though less than a quorum, may designate either or both of the alternate members to act as substitutes for the absent or disabled regular member or members for the duration of such absence or disability.

C. Initial Members. The following persons are hereby designated as the initial members of the Architectural Committee:

Office No. 1 – Eric Markowski

Office No. 2 – Dave Murray

Office No. 3 – Lisa Verlander

Office No. 4 – Shannon Herrera

Office No. 5 - Brett Barr

D. Term of Office. Unless the initial members of the Architectural Committee have resigned or been removed, the terms of office for each Office shall expire one (1) year from the date of the recording of this Declaration and until the appointment of their respective successors. The term of office for each newly appointed Member shall expire one (1) year from the date of that Member's appointment unless the Member resigns or is removed. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have expired may be reappointed.

E. Appointment and Removal. The right to appoint and remove all regular and alternate members of the Architectural Committee at any time, shall be and is hereby vested solely in the Board of Directors, provided, however that no regular or alternate member may be removed from the Architectural Committee by the Board of Directors except by the vote or written consent of two-thirds (2/3) of all the members of the Board of Directors. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the Recordation of a Declaration identifying each new regular or alternate member appointed to the Committee and each regular or alternate member replaced or removed therefrom.

F. Resignation. Any regular or alternate member of the Architectural Committee may at any time resign from the Committee by giving written notice thereof to Declarant or to the Board of Directors, whichever then has the right to appoint Committee members.

G. Vacancies. Vacancies on the Architectural Committee, however caused, shall be filled by the Declarant or the Board of Directors, whichever then has the power to appoint Committee members. A vacancy or vacancies on the Architectural Committee shall be deemed to exist in case of the death, resignation or removal of any regular or alternate member.

59
H. Duties. It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Committee Rules, to perform other duties imposed upon it by the Restrictions. Declarant shall not be subject to the Committee's decisions.

I. Meetings and Compensation. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. Subject to the provisions of the Section above, the vote or written consent of any two regular members, at a meeting or otherwise, shall constitute the act of the Committee unless the unanimous decision of the Committee is required by any other provision of the Restrictions. The Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise. Members of the Architectural Committee shall not be entitled to compensation for their services.

J. Waiver. The approval of the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under the Restrictions, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

Section 3. Submission of Plans to Architectural Committee. After transfer of title to any Lot or other portion of the Property by the Declarant, no exterior addition, modification or alteration shall be made on or to such Lot or other portion of the Property or to the improvements located thereon, unless and until a plan or plans therefore, in such form and detail as the Architectural Committee requires, have been submitted to, and reviewed and approved by, the Architectural Committee. The Architectural Committee may charge and collect a reasonable fee for the examination of plans submitted for approval.

Section 4. Basis for Disapproval of Plans by Architectural Committee.
The Architectural Committee may disapprove any plans submitted pursuant to Section 3 above for any of the following reasons:

- A. Failure of such plans to comply with any protective covenants, conditions and restrictions contained in the Declaration and which benefit or encumber the Lot or other portion of the Property;
- B. Failure to include information in such plans as requested;
- C. Objection to the site plan, exterior design, appearance or materials of any proposed improvements, including without limitation, colors or color scheme, finish, proportion, style of architecture, proposed parking;
- D. Incompatibility of proposed improvements or use of proposed improvements with existing improvements or uses in the vicinity;
- E. Failure of proposed improvements to comply with any zoning, building, health or other governmental laws, codes, ordinances, rules and regulations;

- 500
- F. Any other matter which in the judgment and sole discretion of the Architectural Committee would render the proposed improvements, use or uses, inharmonious or incompatible with the general plan of improvement of the property or portion thereof or with improvement or uses in the vicinity.

Section 5. Approval of Architectural Committee. Upon approval or qualified approval by the Architectural Committee of any plans submitted pursuant to Section 3 above, the Architectural Committee shall notify the applicant in writing of such approval or qualified approval, which notification shall set forth any qualifications or conditions of such approval, shall file a copy of such plans as approved for permanent record (together with such qualifications or conditions, if any), and, if requested by the applicant, shall provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval. Approval of any such plans relating to any Lot or portion of the Property shall be final as to such Lot or portion of the Property and such approval may not be revoked or rescinded thereafter provided (I) the improvement or uses approved are not substantially changed or altered; (ii) that the improvements or uses shown or described on or in such plans do not violate any protective covenants, conditions or restrictions set forth in the Declaration which benefit or encumber the Lot or portion of the Property; and (iii) that such plans and any qualifications or conditions attached to such approval of the plans do not violate any applicable governmental law, rule or regulation, zoning, building, health or other code or ordinance. Approval of any plans for use in connection with any Lot or portion of the Property shall not be deemed a waiver of the right of the Architectural Committee to disapprove similar plans or any of the features or elements included therein if such plans, features or elements are subsequently submitted for use in connection with any other Lot or portion of the Property.

Section 6. Written Notification of Disapproval. In any case where the Architectural Committee disapproves any plans submitted hereunder, the Architectural Committee shall so notify the applicant in writing together with a statement of the grounds upon which such action was based as set forth in Article VII. In any such case, the Architectural Committee shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval.

Section 7. Failure of Committee to Act. If any applicant has not received notice of the Architectural Committee approving or disapproving any plans within forty-five (45) days after submission thereof, then it shall be deemed that said plans have been approved.

Section 8. Committee's Right to Promulgate Rules and Regulations. Subject to the provisions of Section 7.12 below, the Architectural Committee may from time to time promulgate rules and regulations governing the form and content of plans to be submitted for approval or with respect to the approval or disapproval of certain types of alterations, additions or modifications to improvements, or uses; provided, however, that no such rule or regulation shall be deemed to bind the Architectural Committee to approve or disapprove any plans submitted for approval, or to waive the exercise of the Committee's discretion as to such plans, and provided further that no such rule or regulation shall be inconsistent with the provisions of the Declaration or any applicable governmental law, code, ordinance, rule or regulation.

Section 9. Delegation of Functions. The Architectural Committee may authorize its staff, subcommittees, or individual members of the Architectural Committee to perform any or all of the functions of the Committee as long as the number and identity of such staff or members, the functions and scope of authority have been established by a resolution of the entire Architectural Committee. The approval or disapproval of plans by the staff member, individual member or subcommittee will be subject, however, to the reasonable review of the Architectural Committee, in accordance with procedures to be established by the Committee.

Section 10. Liability of Architectural Committee. No action taken by the Architectural Committee or any member, subcommittee, employee or agent hereof, shall entitle any person to rely thereon, with respect to conformity with laws, regulations, codes or ordinances, or with respect to the physical or other condition of any Lot or other portion of the Property. Neither the Association nor the Architectural Committee, nor any member, subcommittee, employee or agent shall be liable to anyone submitting plans to them for approval or to any Owner, Member or any other person, in connection with any submission of plans, or the approval or disapproval thereof, including without limitation, mistakes in judgment, negligence or nonfeasance. Every person or other entity submitting plans to the Architectural Committee agrees, by submission of such plans, that no action or suit will be brought against the Association or the Architectural Committee (or any member, subcommittee, employee or agent thereof) in connection with such submission.

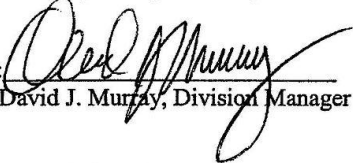
Section 11. Architectural Committee Certificate. Upon written request of any Owner, mortgagee, or title insurer of a Lot or other portion of the Property, title to which has been previously transferred from the Declarant, the Architectural Committee shall, within a reasonable period of time, issue and furnish to the person or entity making the request a certificate in writing ("Architectural Committee Certificate") signed by a member of the Architectural Committee stating, as of the date of such Certificate, whether or not the Lot or other portion of the Property, or any improvements thereon, violates any of the provisions of the Declaration pertaining to exterior appearance, design or maintenance and describing such violations, if any. A reasonable charge, as determined by the Architectural Committee, may be imposed for issuance of such Architectural Committee Certificate. Any such Architectural Committee Certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and the party to whom such Certificate was issued.

Section 12. Restrictions on Change of Architectural Controls, Rules or Regulations. The controls set forth in this Article VII and any rules or regulations shall not, by act or omission, be changed, waived or abandoned, unless consented to in writing by not less than two-thirds (2/3) of the total votes of all Owners (excluding the Declarant) voting in person or by proxy, written notice of which change shall be sent to all Lot owners and lending institution first mortgagees of Lots whose names appear on the records of the Association at least forty (40) days in advance of the date or initial date set for voting thereon and shall set forth the purpose of the vote. In addition, any such change, waiver or abandonment shall not be made if lending institutions which together are first mortgagees of 33 1/3% or more of the Lots advise the Association in writing, prior to the date or initial date set for voting on the proposed change,

waiver or abandonment, that they are opposed to such action, which opposition must not be unreasonable.

IN WITNESS WHEREOF, Centex Homes, a Nevada General Partnership, has caused these presents to be executed on its behalf by its authorized officer on the date and year first above written.

CENTEX HOMES,
A Nevada general partnership

By: 
David J. Murray, Division Manager

STATE OF VIRGINIA AT LARGE
CITY OF Chesapeake to wit:

The foregoing instrument was acknowledged before me this 15th day of September, 2004 by David J. Murray, Division Manager, Centex Homes, a Nevada General Partnership


Notary Public

My commission expires:

June 30, 2006

863

EXHIBIT "A"
LEGAL DESCRIPTION

SUBDIVISION OF MANSFIELD FARMS
SLEEPY HOLE BOROUGH
SUFFOLK, VIRGINIA
T.M. 19 PARCEL 76
TAX MAP NUMBER 302613000

INSTRUMENT #040017092
RECORDED IN THE CLERK'S OFFICE OF
SUFFOLK ON
SEPTEMBER 1, 2004 AT 03:38PM
W. RANDOLPH CARTER, JR., CLERK
RECORDED BY: JWR