

DECLARATION OF RIGHTS, COVENANTS,
RESTRICTIONS, CONDITIONS AND OBLIGATIONS

FOREST LAKES

A PLANNED UNIT DEVELOPMENT
BEDFORD COUNTY, VIRGINIA

May 1, 1992

WHEREAS, the undersigned, Lake Vista Real Estate Corp., a Virginia corporation (the "Developer"), is the owner of certain lands located in Bedford County, Virginia, and more particularly described as follows:

Tract 1

Lots 131 through 149 according to the Plat of Survey of Forest Lakes, Section I, A Portion of Lake Vista, dated December 27, 1989, prepared by Berkley Howell & Associates, P.C., and recorded in the Clerk's Office of the Circuit Court of Bedford County, Virginia in Plat Book 28, page 347 & 348 (Inst. # 6108); and

BEING a part of the property acquired by Lake Vista Real Estate Corp. by deed recorded in the aforesaid Clerk's Office in Deed Book 693, page 312.

Tract 2

Lots 57, 58 and 59 according to the Plat of Survey of Phase V, Section IX, Lake Vista, dated November 14, 1990 and prepared by Berkley Howell & Associates, P.C., and recorded in the aforesaid Clerk's Office in Plat Book 28, page 284; and

BEING the same property a portion of which was acquired by Lake Vista Real Estate Corp. by deed recorded in the aforesaid Clerk's Office in Deed Book 691, page 766, and a portion which was acquired by Lake Vista Real Estate Corp. by deed dated April 30, 1992, from Lake Vista Development Corporation and recorded in the aforesaid Clerk's Office in Deed Book 844, page 369.

Wetherington
& Melchionna

ATTORNEYS AND COUNSELORS

WHEREAS, the Developer wishes to declare certain rights, covenants, restrictions, condition and obligations affecting all of the aforesaid lands; and

WHEREAS, the Developer intends to develop such lands as a planned unit development to be known as Forest Lakes (the "Development"), primarily pursuant to ordinances of Bedford County, Virginia. The Developer desires to govern uniformly all phases of the Development and declares that these Rights, Covenants, Restrictions, Conditions and obligations shall apply uniformly to all phases of the Development with the provision that if land in the Development is submitted to a condominium regime, any restrictions required by the Virginia Condominium Act inconsistent herewith shall control.

NOW, THEREFORE, the Developer hereby declares that the covenants contained herein shall be covenants running with the land described above and shall apply to all lands now or hereafter placed under the coverage hereof by express declaration. The Developer reserves for itself, its successors or assigns in each instance the right to add additional restrictive covenants with respect to the aforesaid properties or to limit therein the application of this Declaration, provided that no such amendment shall operate to limit materially the use, enjoyment or value of property conveyed by the Developer prior to the recordation of any amended restrictive covenants.

The Development as a planned development shall be both contractible and expandable. By recording amendments hereto the Developer shall be entitled either to withdraw land from the planned unit development or to add or annex additional land thereto. There shall be no restrictions to the rights herein contained except as may be imposed by applicable state or local law or ordinance including, but not limited to, the Virginia Condominium Act. All purchasers in the development should anticipate amendments hereto in the exercise of rights to expand and contract the Development.

ARTICLE I

Definitions

The following terms have the following meanings as used in this Declaration:

"Association" means Forest Lakes Property Owners Association, Inc., the property owners association having overall responsibility for the perpetual management of the Development as contrasted with a subassociation which shall have limited responsibility.

"Bylaws" means the bylaws of the Association as now or hereafter in effect, a copy of which is attached hereto as Exhibit A.

"Clerk's Office" means the Clerk's Office of Bedford County, Virginia.

"Development" means those lands in Bedford County, Virginia, described in the first recital of this Declaration, and all subsequent additions thereto and less all subsequent deletions therefrom.

"Developer" shall mean Lake Vista Real Estate Corp. , a Virginia corporation or its successors or assigns.

"Owner" means all owners (including the Developer) of any and all fee simple interests in real estate in the Development including but not limited to owners of property or tracts of land, owners of townhouse units, owners of condominium units, owners of cluster or patio home units or owners of any other real property, tracts or units whether or not such are used or intended to be used for residential, commercial or recreational purposes, but does not mean any trustee or beneficiary of a deed of trust on any such interest.

"Property" means any or all of the individual lots, parcels, townhouse units, condominium units, patio home units or other tracts, whether residential, recreational or commercial, and all improvements thereon, within the Development.

ARTICLE II

Particular Rights, Covenants and Restrictions

The primary purpose of this Declaration is to facilitate the creation of a planned development which is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size and location of dwelling and other structures would make it impossible to take full advantage of the individual characteristics of the Development or parts thereof and of certain technological advances and environmental considerations. For this reason, such standards are not established by this Declaration. Such standards may, however, be established by the Developer, its successors or assigns or the Association, consistent with the provisions of this Declaration or any amendment hereto and shall become effective upon the execution thereof and recordation in the Clerk's Office. Nevertheless, the following restrictions, covenants and rights are established:

2.1. In order to assure that the location of buildings and other structures will be located and staggered, so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each Property taking into consideration the location of large trees and other aesthetic and environmental considerations, the Developer reserves unto itself, its successors and assigns, the right to control absolutely and solely and to decide the precise site and location of any building or structure or structures on any Property for reasons which may in the sole and uncontrolled discretion and judgment of the Developer seem sufficient._

2.2. No signs shall be erected or maintained on any Property by anyone including, but not limited to, the Owner, a realtor, a contractor or subcontractor, except with the written permission of the Developer or of the Association at such time as the Developer relinquishes the rights under this paragraph to the Association, or except as may be required by legal proceedings. If such permission is granted, the Developer reserves the right to restrict the size, color and content of such signs. No mail or paper boxes shall be erected or maintained on any of the Property subjected to these covenants and restrictions except with the permission of the Developer.

2.3. It shall be the responsibility of each Owner and tenant to prevent the development of any unclean, unsightly or unkempt conditions of building or grounds on such Property. No outside burning of wood, trash, garbage or other refuse shall be permitted on any Property. There shall be no outdoor trash accumulation except in or at those facilities established by the Developer for that purpose.

2.4. All animals must be secured by a leash or lead, and under the control of a responsible person and obedient to that person's verbal command at any time they are permitted outside a house or other dwelling or other enclosed area approved by the Developer for the maintenance and confinement of animals.

2.5. Prior to the occupancy of the building or structure on any Property, proper and suitable provisions shall be made for the disposal of sewage by means approved by Developer.

2.6. Prior to the occupancy of a residence on any Property, provision for water and electricity shall be made by means approved by the Developer. All Owners will be charged by appropriate authority for water and electricity usage. The Developer may elect to have such charges paid through association dues.

2.7. No Owner shall obstruct, alter or interfere with the flow or natural course of the waters of any creek, stream,

lake or pond in the Development without first obtaining the written consent of the Developer, or in the appropriate instance, the Association after the obligation and right to enforce these covenants is transferred to it.

2.8. The Developer reserves unto itself, its successors, agents and assigns, a perpetual, alienable and releasable easement and right on, over and under the Development to erect, maintain and use electric service, community antenna television and telephone poles, wires, cable, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone service, gas, sewer, water, drainage or other public conveniences or utilities on, in or over those portions of the Development as may be reasonably required for utility line purposes. These easements and rights expressly include the right to cut any trees, bushes, shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Developer further reserves the right to locate wells, pumping stations, siltation basins and tanks within the Development in any open space or on any property designated for such use on any applicable plat of such property, or to locate same upon any Property with the permission of the owner of such Property. Such rights may be exercised by any licensee of the Developer, but these reservations shall not be considered an obligation of the Developer to provide or maintain any such utility service.

Following the installation of any utility apparatus or other improvement on any property pursuant to the provisions of this section, the Developer shall restore such property as nearly as is reasonably possible to its condition immediately prior to such installation.

The Developer reserves the right and easement over the entire Development to conduct those activities as are reasonably incident to the development and operation of the Development, including but not limited to, sale activities, construction and maintenance.

2.9. The Developer reserves the right to limit the use of any common amenities. There shall be no outdoor parties or social gatherings on or in any of the common areas without the permission of the Developer or the Association as appropriate.

2.10. The use of private roads in the Development shall be subject to rules and regulations established and modified from time to time by the Developer. All roads and driveways with the exception of those ultimately accepted into the state highway system in the Development will be private and shall be

maintained by the Association, all in compliance with applicable laws.

2.11. No motorized or man powered vehicles (including trailers of any kind, campers and/or motor homes) or aircraft of any type other than conventional and licensed automobiles, jeeps, pickup trucks and bicycles shall be parked, garaged or maintained on any lot or parking lot for a residential building site except during the period of construction of a dwelling unit(s) thereon. Parking lots may be established for parking purposes and rules and regulations controlling parking may be established by the Developer.

No motor vehicle repairs shall be conducted on a residential parking lot.

2.12. No vehicle shall be allowed to be operated on any road or trail or common area not shown and designated as a passageway for vehicles on a recorded subdivision plat without the written consent of the Developer.

2.13. Whenever the Developer is permitted by these covenants to correct, repair, reconstruct, clean, preserve maintain, clear out or do any action on any Property or on the easement areas adjacent thereto, entering such Property and taking such actions shall not be deemed a trespass. For the purpose of taking such action, the Developer reserves an alienable easement of ingress and egress.

2.14. The Developer has caused or will cause to be created the Association, a non-stock Virginia corporation. All Owners shall be members of the Association. Voting shall be pursuant to the provisions of the Bylaws of the Association. The Developer has created or may in the future create subassociations the purpose of which is to provide for the unique needs of the Owners of Properties in certain segments, phases or areas of the Development. The Owners of Properties within any such segment, phase or area shall be required to become not only a member of the Association, but also of any additional subassociations dealing particularly with the segment, phase or area. In all events, however, a subassociation and the members thereof shall abide by this Declaration as the same is lawfully amended from time to time. The Association shall be the master association and shall have overall responsibility for the integrity of the Development pursuant to this Declaration and the Bylaws and Articles of Incorporation of the Association as the same may be amended from time to time. Any subassociation such as a condominium unit owners association or a homeowners association formed for the benefit of home or villa units in a phase not submitted to a condominium regime shall abide by this Declaration and shall be subject to the overall authority of the Association and shall

take such action as may be delegated by the Association or otherwise allowed.

2.15. No Owner shall have any right to alter the exterior appearance of a Property without first obtaining the written approval of the Developer or, after control of the entire Development or a portion thereof including the portion in which the subject Property is located is transferred to the Association, of the Association. Likewise, no Owner shall construct, maintain, erect, create, install or otherwise employ or use any materials decorative or otherwise employ or use any materials decorative or otherwise on the interior of any residential Property which is visible from the exterior thereof and which in the discretion of the Developer or the Association detracts from the overall appearance of the Property when viewed from the exterior thereof. Whether detraction exists shall be in the sole discretion of the Developer until such time as the Developer no longer has voting control in the Association. Thereafter, such discretion shall be with the Association or delegate thereof.

ARTICLE III

Environmental Restrictions

In order to protect the natural beauty of the vegetation, topography and other natural features of all Properties and the beauty and purity of the watershed areas in the Development, the following environment controls are hereby established:

3.1. Topographic and vegetation characteristics of Properties shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Developer or its designee. Written approval will be granted hereunder only after a plan designed to protect any waterways from pollution resulting from erosion, pesticides or the seepage of fertilizer or other materials has been submitted to and accepted by the Developer.

3.2. No trees, shrubs or other vegetation may be removed without the prior written approval of the Developer. The Developer reserves the right to plant trees and other vegetation on any residential lot even after it has been conveyed if in the judgment of the Developer such planting services the overall best interest of the Property.

3.3. In order to implement effective and adequate erosion control and protect the purity and beauty of waterways in or adjacent to the Development, the Developer, its successors and assigns, and its agents shall have the right to enter upon any Property for the purpose of performing any grading or

landscaping work, and of constructing and maintaining erosion prevention devices; provided, however, that prior to exercising its right to enter upon the Property for the purpose of performing any grading or landscaping work or constructing or maintaining erosion prevention devices, the Developer, his successors and assigns, shall give the Owner of the Property the opportunity to take any corrective action required by giving the Owner of the Property notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by the Owner. If the Owner fails to take the specified corrective action immediately, the Developer may then exercise its right to enter upon the Property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Developer shall be kept as low as reasonably possible. The cost of such work, when performed by the Developer, its successors and assigns, or its agents, shall be paid by the owner and shall be subject to all rights of collection including those contained in Section 6.7 hereof. The Developer's rights under this paragraph shall be assignable.

3.4. The Developer and his agents have the right and easement to enter upon any Property for the purpose of mowing, removing, cleaning, cutting or pruning underbrush or weeds or other growth which in the opinion of the Developer detract from the overall beauty or safety of the Development. The Developer and his agents may likewise enter upon such property to remove any trash which has collected or to abate a threat to the watershed from pollution. Such entry shall not be made until ten (10) days after the Owner of the Property has been notified in writing of the need of such work, and unless such Owner fails to perform the work within said ten (10) day period. The provisions in this paragraph shall not be construed as an obligation on the part of the Developer to mow, clear, cut or prune any Property, to provide garbage or trash removal services, or to provide water pollution control on any privately owned property. In the event of emergency, entry may be made immediately without notice. The Developer's rights under this paragraph shall be assignable.

3.5. In addition, the Developer reserves unto itself, his successors and assigns a perpetual, alienable and releasable easement and right on, over and under any Property to dispense pesticides and take other action which in the opinion of the Developer is necessary or desirable; and to cut firebreaks and Conduct other activities which in the opinion of the Developer are necessary or desirable to control fires on any Property, or any improvements thereon. In the exercise of the rights reserved in this paragraph, the Developer will take necessary precautions to protect the purity of the Development's watershed.

ARTICLE IV

Common Elements

It is the intent of the Developer to maintain and enhance (or to convey subject to open space restrictions to the Association) certain areas in the Development which the Developer designates as "Common Areas", "Limited Common Areas", "Recreational Areas", "Open Space Areas", or "Private Open Space Areas" or similar designations (collectively, the "Common Elements") on plats filed or to be filed for record in the Clerk's Office. Utility easements, drain fields and other utility areas may be located within such areas. This Declaration is intended to protect, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, wildlife, game and migratory birds, enhance the value of abutting and neighboring properties adjacent to such forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites and implement generally the plan for the Development. The Development will be developed in construction phases. Each phase may have subphases. Therefore, the following restrictions, covenants, and rights are established:

4.1. Prior to the Developer's conveyance of any Property, the Developer will submit to record in the Clerk's Office a plat depicting not only the Property but also the Common Elements, if any, pertinent to the phase or subphase in which the Property is located. Except those areas submitted as condominiums and registered as such, which shall be governed by the Virginia Condominium Act, the Developer will convey to the Association, as its land all such platted Common Elements prior to or contemporaneously with the completion of the Development.

4.2. A non-exclusive easement in the Common Elements is hereby granted to the Owners, their tenants and guests, which easement shall entitle such owners, tenants and their guests to enjoy the Open Space Areas or Common Areas subject to the rules and regulations of the Developer, the Association or any property owners association (subassociation) created to maintain or control a limited area of the Development. If the rules of the Association should differ from those of a subassociation, the rules of the Association shall control.

4.3. Land designated as "Private Open Space Areas", if any, shall be subject to the easement granted in Section 4.2 in every respect except that the enjoyment thereof shall be and is hereby limited to Owners (and their tenants and guests) of the Properties immediately contiguous and adjacent to such land and Owners of Properties non-contiguous and adjacent to such land and Owners of Properties designated on plats of property in the

Development as being specifically entitled to the enjoyment thereof. The easement in Private Open Space Areas hereby granted shall not extend to any area not clearly designated as "Private Open Space Areas." All expenses incurred in the protection, maintenance and enhancement of "Private Open Space Areas" shall be paid equally by the Owners who are entitled to such easement or enjoyment of such areas.

4.4. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Developer to erect wildlife feeding stations.

4.5. The Developer shall have the sole and exclusive right to protect from erosion the land described as Common Elements by planting trees, plants and shrubs and providing erosion control along any shorelines (i.e., revetments) where and to the extent necessary or by such mechanical means as construction and maintenance of siltation basins or other means are deemed expedient or necessary by the Developer. The sole and exclusive right is likewise reserved to the Developer to take steps necessary to provide and insure adequate drainage ways in open space, to cut firebreaks, remove diseased, dead or dangerous trees or other vegetation and carry out other similar activities.

4.6. No individual television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any structure in the Development without the written permission of the Developer or the Association. The provisions of this paragraph shall not prohibit the Developer from installing equipment necessary for a master antenna system and mobile radio systems or other similar systems within the Development.

4.7. No trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Areas or Private Open Space Areas, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as open space.

4.8. The granting of the easement in Common Elements under this Declaration in no way grants to the public or to the owners of any land outside the Development the right to enter such open space without the express permission of the Developer.

4.9. The Developer expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of the Common Elements, in a manner not inconsistent with the provisions of this Declaration.

4.10. The Developer further reserves the right to convey the Common Elements to the Association before the time required

in Section 4.1. Such conveyance shall be made subject to the provisions of this Declaration. As an appurtenance to such conveyances, the Association shall have all of the powers, immunities and privileges reserved unto the Developer in this part and all other parts of this Declaration as well as all of the Developer's obligations with respect thereto, including but not limited to the obligation to maintain and enhance as set out in the first paragraph of this Article.

4.11. Where the Developer is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on any area designated as a Common Element, entering such area and taking such action shall not be deemed a breach of these covenants.

4.12. It is expressly understood and agreed that the granting of the easements set out in this Article in no way places a burden of affirmative action on the Developer, that the Developer is not bound to make any of the improvements noted herein, or extend to any Owner any service of any kind, except as such may be undertaken at the expense of the Association.

ARTICLE V

5.1. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Developer for a period of forty (40) years from the date of initial recordation in the Clerk's Office of this Declaration after which time, all such covenants, restrictions and obligations shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners is recorded prior to the beginning of any extension period and states that such extension will not occur.

5.2. In the event of a violation or breach of any of the restrictions contained herein by any Owner, or agent of such Owner, the Owners of Properties in the neighborhood, phase, segment, area or subdivision, together with the Developer or the Association or any other association having any control over the Lot in question, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Developer and the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty

(30) days written notice of such violation it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this declaration regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to any of such rights to enforce compliance.

5.3. The Developer reserves in each instance the right unilaterally to add additional restrictive covenants in respect to lands conveyed in the future in the Development, or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of these covenants shall be reasonably exercised and shall not operate to alter materially the use or value of any Property already conveyed by the Developer without the written consent of the Owner thereof. This ' right to add unilaterally or limit restrictive covenants shall terminate at such time as the Developer relinquishes control of the Association, according to the Bylaws.

5.4. The Developer 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 arising out of or in any way relating to the subject matter of any reviews, acceptance, inspections, permissions, consents or required approvals which must be obtained from the Developer whether given, granted or withheld. Such shall not be conducted, given or withheld, as the case may be, unreasonably.

5.5. The Developer reserves the right to assign in whole or in part to a subsequent developer of the Development or the Association its rights reserved in all parts of this Declaration which include but are not limited to its right to grant approvals (or disapprovals), to establish rules or regulations, and all other rights reserved herein by the Developer. Following the assignment of such rights, the Assignee 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.

5.6. Entrance upon any Property by the Developer or his agents or assigns pursuant to all or any of the provisions of this Declaration shall not be deemed to be a trespass.

5.7. 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 involved and the subject matter hereof, such

judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

ARTICLE VI

The Association

6.1. The Association shall have full and complete rights to take action in its own name in order to enforce the provisions of this Declaration and to compel by appropriate legal action full compliance with this Declaration. The Association shall ultimately become the owner of all Common Elements, access to which is afforded to its members, except those that may be included in any condominium regime. The Developer's rights established hereunder or in any amendment to this Declaration shall automatically vest in the Association when the Developer's control in the Association ceases.

The Developer shall exercise control over the Association as set forth in its Articles of Incorporation or Bylaws.

6.2. The Association shall be responsible for maintaining all areas and assets which it owns. The Association shall also own and maintain all electrical equipment and apparatus within the Development to the extent that such ownership is allowed by the appropriate utility, and unless same is accepted by a lawfully constituted governmental or quasi-governmental agency or body. Moreover, should the Developer elect to construct and tender a television signal reception facility, then it shall be the duty and obligation of the Association to maintain same in good working order. All recreational facilities including but not limited to clubhouses, swimming pools, tennis courts and other like amenities shall ultimately become the property of the Association which shall have the duty and obligation to maintain same in good condition suitable for use by members of the Association. Upon transfer of such amenities or any common areas to the Association, the Developer shall be relieved of any further responsibility for maintenance thereof.

6.3. The Association shall maintain all exterior lighting and other electrical equipment erected upon property that it owns. It shall be the further duty of the Association to maintain the exterior portions of all buildings owned by the Association, whether residential, commercial or recreational. The Association shall be obliged to provide paint and repairs to such facilities as needed. In order to maintain consistence, the Association shall be entitled to paint, stain or otherwise provide routine maintenance to the exterior portions of any privately owned Property on a regular basis the funds for which

shall be derived by the Association from normal assessments. Maintenance fees shall be established at a level adequate to provide resources to do such painting or other maintenance and shall be collectable by any manner allowed by law including those set forth in Section 6.7. Nothing in this Section shall be construed to limit the ultimate obligations of an Owner to properly maintain, repair, replace or rebuild such Property all as herein specified.

6.4. The Association may become the owner not only of all common or open areas but of all private roadways located in Common Elements and not assumed by appropriate governmental agencies. In the event of transfer of ownership it shall be a primary duty of the Association to maintain such private roadways wherever located in good working order and to repair and replace such roadways or parts thereof in order to keep same in good working order.

6.5. No roadway or other permanent structure shall be constructed over a sewer or septic system. Nothing other than grass or other vegetation approved by the Bedford County Health Department shall be allowed over the common septic tanks and drain field areas. Trees and other vegetation shall be planted so as to offer minimum interference with the sewer/septic system.

6.6. Each Owner shall keep the exterior of his Property in good repair and in a properly maintained condition. Should such Property fall in disrepair, the Developer or the Association shall first request that the Owner thereof promptly repair the unsightly or defective condition. If such repairs are not made in a timely manner, the Developer or the Association shall have the right to make such repairs and to thereafter charge back the cost thereof to the individual owner subject to the hereinafter set forth lien rights and privileges.

6.7. The Association shall have the full right and authority to establish and collect assessments, fees and other sums for the purposes and in the manner set forth in the Bylaws. Each Owner by acceptance of a deed or other document of transfer for any Property, whether or not it shall be so expressed in such deed or other document, covenants and agrees to pay to the Association all such assessments, fees and sums. Despite anything to the contrary contained in this Declaration or the Bylaws, the Association's Property and, during the Developer Control Period, the Developer's Property shall be exempt from the assessments, charges and liens created under this Declaration or the Bylaws.

6.8. The Developer may cause to be created additional associations or subassociations to perform services and functions particularly relating to certain areas or phases of

the Development. For example, if a condominium is created, a unit owners association will be created relative to that condominium. The Developer, therefore, reserves not only the right to create such subassociations but the right to delegate certain duties and functions to such association and, if the Developer deems it desirable, and to amend this Declaration to reflect such action.

6.9. In the event the Developer does submit to condominium development any Property within the Development, all of these covenants shall apply except to the extent that same shall conflict with the Virginia Condominium Act.

6.10. All of the Developer's rights, privileges, duties and obligations provided for herein are assignable.

6.11. The Bylaws, including all amendments thereto, are by this reference incorporated in and made a part of this Declaration.

Lake Vista Real Estate Corp.

(signature) Wayne E. Newcomb, Pres.

By: Wayne E. Newcomb, President

STATE OF VIRGINIA)
) to-wit:
 TOWN OF FOREST)

The foregoing instrument was acknowledged before me this
22nd day of May, 1992, by Wayne E. Newcomb,
President of Lake Vista Real Estate Corp., on behalf of said
corporation.

(signature) Delores B. Grinnan

Notary Public

My commission expires:

February 28, 1995