

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HERITAGE COVE SUBDIVISION**

**This DECLARATION** is made on the date hereinafter set forth by Lambs Creek, Inc., a Virginia corporation, and Heritage Cove, Inc., a Virginia corporation, both hereinafter referred to as “Declarant.”

**WITNESSETH**

**WHEREAS**, Declarant is the owner of certain real property (hereinafter the “Property”) located in the City of Poquoson, Commonwealth of Virginia, which is more particularly described in the attached Schedule A, and

**WHEREAS**, the Declarant wishes to subject the Property to certain covenants, conditions and restrictions in order to enhance the value of the Property for the benefit of future owners of the Property, the residents of the surrounding area and the City of Poquoson.

**NOW, THEREFORE**, in consideration of the enhancement of the value of the Property, the ecological benefits and other good and valuable considerations which will accrue to the Declarant, the future owners and the City of Poquoson, the Declarant hereby declares that all of the Property shall be held sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property, and which shall run with title to the Property and be binding on all parties having any right, tide or interest in the described Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any part thereof.

**ARTICLE I – DEFINITIONS**

Section 1. “Association” shall mean and refer to the HERITAGE COVE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. “BMP” shall mean and refer to the on-site Best Management Practice areas shown on the subdivision plat of the Property and all structures, facilities and vegetation therein.

Section 3. “Owner” shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Property" or "Properties" shall mean and refer to that certain real property described in the attached Schedule A and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean and refer to the on-site Best Management Practice (BMP) areas and all structures, facilities and vegetation located therein together with any easement for access thereto, as well as that portion of the Lots designated on the subdivision plat where entrance signage with landscaping will be located. The area of the easements over Lots 63, 64, 70 and 71, wherein BMP 3 and 4 are located are expressly included within the term "Common Area."

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Areas.

Section 7. "Declarant" shall mean and refer to lambs Creek, Inc. and Heritage Cove, Inc., their successors and assigns, if such successors and assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

## **ARTICLE II – MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot which is subject to an assessment shall be a member of the Association. Membership shall be appurtenant and may not be separated from Ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant. Each Owner shall be entitled to 'the number of votes specified in the Declaration. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The votes for such Lot shall be exercised as they determine but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or

(b) on December 31, 1998.

### **ARTICLE III – COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for itself and for all Owners of each Lot within the Properties, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or charges and (2) special assessments for BMP and Common Area maintenance, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with late charges established by the Association, interest, costs and reasonable attorneys' fees, 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 late charges established by the Association, interest, costs and reasonable attorneys' fees, shall also be the personal obligation of each person or entity who was an Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in tide unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used, first, for the preservation, maintenance and improvement of the four (4) BMP facilities shown on the subdivision plat of the Property and to ensure that the same function within the design parameters represented in the "Heritage Cove Water Quality/Hydrologic/Hydraulic Analysis for BMPs 1 & 2" and the "Support Documentation for the Heritage Cove Subdivision" which were submitted to and relied upon by the City of Poquoson in approving the development of the Property and, secondly, for such other purposes which will promote the common welfare of the Owners as determined by the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE HUNDRED AND 00/100 DOLLARS (\$100.00) per Lot. The Declarant shall be responsible for the BMP maintenance until that responsibility is delegated by the Declarant to the Association.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than twenty percent (20%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above twenty percent (20%) by a vote of two thirds (2/3) of each Class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for BMP Maintenance. In addition to the annual assessments authorized above, the Association may levy, 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 maintenance, repair or reconstruction of all or any part of a BMP area, structure or facility, including, but not limited to, the removal of accumulated sediment and silt; re-grading and replanting or reestablishing wetland vegetation; installing, removing, regrouting or replacing riprap or piping, together with the cost of all measures necessary to assure adequate erosion and sediment control while such work is being undertaken; provided that any such assessment shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected at a frequency determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of a Lot to an Owner other than the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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. 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. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments 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 institutional first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Affirmative Obligation of the Association to Maintain BMPs. The Association shall maintain the BMPs in accordance with the requirements of the City of Poquoson in order to achieve the water quality and quantity benefits represented by BMP design documentation entitled the "Heritage Cove Water Quality/Hydrologic/ Hydraulic Analysis for BMPs 1 & 2" and the "Support Documentation for the Heritage Cove Subdivision" which were submitted to and relied upon by the City of Poquoson in approving the development of the Properties. Should the City of Poquoson notify the Association that certain work is required within the BMPs or Common Areas, the Association shall have sixty (60) days to levy any required special assessment and complete the work required by the City. Should the Association fail to approve a special assessment for such work or fail to complete the work as required by the City of Poquoson within such sixty (60) days, the City of Poquoson may, (but shall not have a duty to) proceed to have the necessary work performed either by its own forces or by third party contractors. Upon completion of the work, the City may record a memorandum in the Clerk's Office of the Circuit Court for York County and the City of Poquoson which details the work performed and the cost thereof. The recordation of such a memorandum shall perfect a lien in favor of the City of Poquoson against each Lot within the Property in favor of the City of Poquoson in the amount of the cost of the work plus a ten percent (10%) surcharge to reimburse the City of administrative expenses. Such lien shall accrue interest at the rate of twelve percent (12%) per annum from the date of recordation. Such lien shall be subordinate to the lien in any institutional first mortgage or deed of trust recorded against the Property.

#### **ARTICLE IV – BMP MAINTENANCE REQUIREMENTS**

Section 1. In order to ensure the health, safety and welfare of the Owners and residents of the Property, the residents of the surrounding area and the City of Poquoson, the construction and maintenance responsibilities for the on-site BMPs shown on the subdivision plat shall be the responsibility of the Declarant and the Association and such BMPs shall be maintained in good working order in accordance with the requirements of the City of Poquoson in order to achieve the water quality and quantity benefits contemplated by BMP design documentation entitled the "Heritage Cove Water Quality/Hydrologic/Hydraulic Analysis for BMPs 1 & 2" and the "Support Documentation for the Heritage Cove Subdivision" which were submitted to and relied upon by the City of Poquoson in approving the development of the Properties.

Section 2. The BMPs shall be inspected in May, August and November of each calendar year, by the Association which inspection shall take specific note of wetlands vegetation distribution and survival, sediment accumulation, water elevations and the conditions of the outfall structure. Accumulated sediments within the BMPs shall be cleaned out as necessary, the grades within the BMPs adjusted and wetlands vegetation replanted and reestablished, if necessary. A written

record of the inspections and any work performed on the BMPs shall be maintained in the records of the Association and shall be provided to the City of Poquoson upon request. The BMP's shall be inspected every two (2) years by a registered professional engineer who shall render a written report to the Association and to the City on the condition of the BMPs which evaluates their condition and actual performance in relation to the anticipated performance postulated by the "Heritage Cove Water Quality/Hydrologic/Hydraulic Analysis for BMPs 1 & 2" and the "Support Documentation for Heritage Cove Subdivision." The City, through its officers and officials, authorized agents, employees and contractors shall have the right to enter upon the Property and Lots whenever it deems necessary to inspect the BMPs. Such entry shall be made at reasonable times and in a reasonable manner.

Section 3. The BMP maintenance access ways shall be mowed at least twice each calendar year between May and November to prevent the establishment of woody growth.

Section 4. Reinforcement and replacement plantings shall be added to each BMP every growing season to enhance the vegetated areas if wetlands species survival is poor. If experience reveals that survival of the wetlands species necessary for the proper performance of the BMPs is reasonably unlikely, the Association and the Owners shall be required to redesign or reconstruct the BMPs to achieve the beneficial results claimed by the design documents submitted in connection with approval of development of the Property.

Section 5. Commercially available biological controls (e.g. *Bacillus thuringiensis israelensis*) for mosquitoes may be used at the discretion of the Association during mosquito breeding season to reduce adult mosquito populations. In addition, other integrated mosquito control techniques may be used as deemed appropriate by the Association provided that such control techniques do not adversely affect the ability of the BMP to function as designed. The Association shall comply with all requirements of the City of Poquoson regarding management of the BMPs to minimize mosquito problems.

Section 6. Owners may report nuisance conditions or other legitimate maintenance concerns regarding the BMPs to the Association. Appropriate action, which is consistent with preserving the design function of the BMP may be taken by the Association to remedy the situation.

Section 7. Long term maintenance of the BMPs may require overhaul and rebuilding of the BMP structures including the removal of sediment and silt from the bottoms of the BMPs, re-grading of the various levels of the BMPs and replanting or re-establishment of vegetation. The Association shall assess the Owners for this cost as well as any unforeseen costs associated with the management, maintenance or improvement of the BMPs to properly fund such work and appropriate erosion and sediment control measures as are required while the work is underway.

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## **ARTICLE V – ARCHITECTURAL CONTROL**

Section 1. The Declarant shall designate an architectural committee which shall review the submittals by any contractor or Owner prior to construction of any residence, which submittals shall include two (2) copies of complete architectural plans, two (2) copies of landscape plans and one (1) plat drawn by a licensed engineer or surveyor showing house blueprint, setbacks, walks, driveway, proposed landscaping and drainage plan. The drainage plan must comply with the development plan. The architectural plans and specifications shall detail the proposed roof design and material, the siding, the brick and windows, and exterior color samples shall be provided. No building, fence wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration thereon be made until the aforesaid plans and specifications are approved in writing by the architectural committee. All requests must be in writing and, if no response is made within thirty (30) days, approval will not be required. Jeffrey L. Weeks shall oversee the architectural committee and shall have sole discretion to approve exterior design, house colors, house location plans (including driveway) and exterior elevation of all house plans.

Section 2. House design should generally conform to traditional, colonial or transitional styles. Contemporary or other styles will be reviewed on a case-by-case basis, it is the express intention to limit this style of construction. Plans will be reviewed to ensure a basic design, including, but not limited to:

- (a) A minimum roof pitch of eight (8) inches in twelve (12) feet.
  
- (b) Adequate size and scale of exterior trim and cornices. A minimum of nine (9) inches overhang shall be required on all sides of the residence to include the gable ends.
  
- (c) Proper style, scale, size and number of windows.
  
- (d) All chimneys shall be brick unless otherwise approved.
  
- (e) All foundations shall be built on crawl spaces and must be brick veneer, unless a stucco design has been approved.

- (f) All garages must be two (2) car attached and shall be side Loading unless the lot does not permit, such as some corner lots and cul-de-sac Lots. Where side-loading garages may be a problem, they will be considered individually.
  
- (g) All roof shingles shall be dimensional, twenty-five (25) year architectural and no light colored roofing shall be permitted.
  
- (h) No fences shall be permitted on any waterfront lot (waterfront lots are lots 57 through 66, inclusive), but otherwise may be built from the rear corner of the house to enclose the rear yard. No stockade or chain link fence shall be permitted except for a dog run, which location must be approved and cannot exceed one hundred twenty (120) square feet.
  
- (i) Brick, synthetic stucco, vinyl or aluminum siding only on the exterior of any home shall be required. Minimum standard for vinyl or aluminum siding shall be a beaded siding with no less than a six (6) inch exposure unless an alternative siding is approved by the architectural committee.
  
- (j) All driveways and sidewalks shall be exposed aggregate, unless otherwise approved.
  
- (k) All corner lots will be restricted for construction as to which street the house must face and where the driveway is located. Construction of houses on corner lots will be considered on an individual basis. Jeffrey L. Weeks shall have sole discretion for approval of house location on corner lots.
  
- (l) Each lot shall have a uniform mailbox with the design to be approved by the architectural committee.
  
- (m) On lots numbered 1, 2, 3, 10, 11, 12, 13, 14, 93 and 94, each lot Owner shall erect two (2) standard and uniform columns, with one (1) on each side of the driveway. The centerline of each column shall sit four (4) feet behind the VDOT easement from Emmaus Road. The columns shall be four (4) feet in height, of brick construction and the design shall be as set forth on the attached Exhibit A. After the installation and construction of said columns in full conformity with these requirements, the Declarant will reimburse the lot Owner the sum of ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00).

Section 3. All lots shall meet the requirements of the Chesapeake Bay Act and no lot shall have impervious surface area which total more than nineteen percent (19%) of the total area of the lot.

## **ARTICLE VI – USE RESTRICTIONS**

Section 1. Each lot shall be used exclusively for residential purposes and no building shall be erected, altered, placed or permitted to remain thereon other than one (1) single-family dwelling (hereinafter referred to collectively as “dwellings” or severally as “dwelling”)



Section 2. There shall be no outdoor open airing or drying of any clothing, bed linens, blankets, rugs, etc. on the Properties except at such locations and on such terms and conditions as may be prescribed by the Association.

Section 3. No obnoxious or offensive activity shall be conducted or permitted on any of the Properties and nothing shall be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No business or profession of any kind or nature shall be carried on or practiced in any dwelling by which signs may be placed on any house or lot or by which any traffic will be generated.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Properties, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and provided that they do not become a nuisance to other Owners or occupants, and there shall be no more than three (3) such pets per residence. No permitted animal shall be allowed to run at large unless under the Owner's control and in his presence.

Section 5. No sign of any kind shall be displayed to the public view on any of the Properties, except for an entrance sign for the subdivision on the corner lots 92 and 16 and corner lot 4 and corner lot 9 and except contractors' signs during construction periods and one (1) professional real estate sign of not more than six (6) square feet advertising a lot and any dwelling constructed thereon for sale or rent.

Section 6. The Properties shall not be used or maintained as a dumping ground for rubbish or scrap. Trash, garbage or other waste shall not be kept on any of the Properties except in covered sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 7. No Owner, resident or lessee shall install television antennae, satellitedish, machines or air conditioning units, etc. on the exterior of any building or structure or in a way that causes same to protrude through the walls or the roof of any building or structure except as authorized by the Association.

Section 8. No lot shall be subdivided for the purpose of making additional building sites. Boundary lines adjustments among the lots which do not create additional building sites are expressly permitted.

Section 9. Except for the use of temporary construction sheds or portable lavatories during a period of actual construction or improvements on a lot, no trailer, tent, shack, barn or other temporary outbuilding or movable building or structure of any kind shall be erected on or permitted to remain on any lot.

Section 10. Areas converted to lawn and other landscaped areas shall be maintain in a neat and attractive state. Areas left in their natural wooded state shall be cleared of fallen trees, branches and excess underbrush and so maintained. No trees in excess of twelve (12) inches in diameter shall be removed unless such removal is necessary to the construction of a residence or poses a

danger to the residence or unless prior approval is obtained in writing from the Declarant or the Association.

Section 11. Since the unregulated use of vehicles can severely damage the appearance of a neighborhood, the following restrictions shall apply:

- (a) No more than three (3) ungaraged vehicles will be permitted to be consistently parked on the premises and these must be in the driveway or on a parking apron off the driveway. These vehicles will be restricted to licensed, operable automobiles, mini-vans and pick-up trucks not to exceed three quarter (3/4) ton capacity.
- (b) Pick-up trucks over the three quarter (3/4) ton capacity, recreational vehicles, boats and boat trailers must be garaged. Recreational vehicles and boats too large to garage and large vans may be stored behind the house on a parking apron with suitable screening, which shall be approved by the Declarant or the architectural committee, to minimize unsightliness and with a total of one (1) per lot. Tractors, trailers, buses, commercial vans and non-pick-up trucks over three quarter (3/4) ton capacity are not permitted.
- (c) No major vehicle maintenance or overhaul of ungaraged vehicles will be permitted. No vehicle undergoing repair shall be kept in the driveway or on the parking apron for a period in excess of ten (10) days.
- (d) Motorcycles, trail bikes, mopeds, go carts and other similar motorized vehicles may be used for point-to-point transportation on established roadways, and not for joyriding around the neighborhood. No skateboard ramps or similar structures will be allowed in front of houses or in streets.

Section 12. The respective lots shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as: (a) rental for a period less than thirty (30) days or (b) any rental if the occupants are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service and furnishing laundry and linen. Other than the foregoing obligations, the Owners of the respective lots shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-Laws of the Association.

Section 13. All two (2) story houses shall have at least twenty-four hundred (2,400) square feet of heated floor space and each ranch style house shall have at least eighteen hundred (1,800) square feet of heated floor space on the main level.

Section 14. Those lots upon which a BMP area, structure or facility exists shall have an affirmative obligation to refrain from uses which adversely affect the ability of the BMPs to function as designed.

## **ARTICLE VII- MISCELLANEOUS PROVISIONS**

Section 1. Enforcement. It is expressly stipulated that the City of Poquoson is intended to be a third-party beneficiary of these covenants, conditions and restrictions. The Association, any Owner and the City of Poquoson shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, any Owner or the City of Poquoson to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Attorneys' fees and costs shall be awarded to the prevailing party if the Declarant, Association, Owner or City seeks to enforce these covenants.

Section 2. Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period with the written consent of the City of Poquoson, by an instrument signed by not less than ninety percent (90%) of the lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot Owners. Any amendment shall be recorded in the Clerk's Office of the Circuit Court for York County and the City of Poquoson.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: (1) annexation of additional Properties, (2) dedication of Common Area and (3) amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Easements. Easements shown on the plat for streets, signage, drainage, utilities, screening, open space or conservation areas are for the benefit of the residents of Heritage Cove and may be changed only by the Declarant or the City of Poquoson. The Declarant reserves the right to require additional easements not to exceed five (5) feet in width along the Property line if drainage problems develop at a later date and require such easements. If the need for such additional easements becomes apparent at a time when the Declarant no longer has any interest in the Property, the right reserved to Declarant may be exercised by the City of Poquoson. No construction, improvements or utilities shall be permitted within any area designated as an Easement or BMP on the plat of this subdivision unless approved by the City of Poquoson and the Declarant (if the Declarant retains any ownership interest at the time approval is required).

**IN WITNESS WHEREOF**, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12th day of December, 1995.

LAMBS CREEK, INC.,  
a Virginia corporation

HERITAGE COVE, INC.,  
a Virginia corporation

COMMONWEALTH OF VIRGINIA, AT LARGE:

The foregoing instrument was acknowledged before me in the City/~~county~~ of  
by Jeffrey L. Weeks, President, on behalf of Lambs Creek, Inc.,  
a Virginia corporation, this 12th day of December, 1995.