

Tax Parcel 42-1-90B

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
COURTHOUSE COMMONS SUBDIVISION

#487

THIS DECLARATION, made on the 10th day of February, 2001, by Earl Thompson, Inc., a Virginia corporation here hereinafter referred to as "Declarant" and/or as "Proprietor".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Goochland, Commonwealth of Virginia, which is part of the "Property", as hereinafter defined, as is more particularly described as follows:

That Property, known as Courthouse Commons, containing 49 lots and other amenities as shown on the subdivision plat recorded February 8, 2001, Clerk's Office, Circuit Court, Goochland County, Virginia as Instrument Number 0100009341.

NOW, THEREFORE Declarant hereby declares that all 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 and which shall run with, the Property and be binding on all parties having any right, title or interest therein or in any part thereof, or as well as their heirs, successors and assigns, and inure to the benefit of each Lot Owner and to Courthouse Commons Community Association, Inc.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Courthouse Commons Community Association, Inc., a Virginia non-stock and non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property and/or the subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property described above, and such additions thereto (whether by conveyance of fee simple title or by grant of easement rights to the Association) as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Courthouse Commons" when used herein shall refer to the lands in Goochland County, Virginia which is shown as a part of the Proprietor's development plan, as revised from time to time, which plan has been filed with and approved by the Goochland County Planning Commission and recorded as hereinabove set out.

Section 5. "Common Properties" shall mean all real property now or hereafter owned by the Association in any and all sections and all easements rights heretofore or hereafter granted to the Association for the common use or enjoyment of the Owners.

Section 6. "Lot" shall mean and refer to any individual plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Properties owned by the Association.

Section 7. An "Improved Lot" is defined as a Lot upon which a residence has been substantially completed and which is not owned by the Proprietor. A Lot which has been conveyed by the Proprietor shall be considered an improved lot after 365 days from the conveyance of said lot regardless whether any improvements are made upon it. All Lots which are not "Improved" shall be defined as "Unimproved Lots".

Section 8. "Declarant" and "Proprietor" shall interchangeably mean and refer to Earl Thompson, Inc. a Virginia corporation and its successors and assigns.

ARTICLE II

Membership and Voting Rights in the Association

Section 1. Membership. Every lot Owner shall be a member of the Association. The Proprietor shall be a member of the Association. Every Owner shall be required to submit the name(s) of his tenants and the duration of their tenancy to the Secretary of the Association. The Association may issue to each member a membership card which shall expire upon termination of a tenants lease or upon sale by an Owner of his property in Courthouse Commons.

Section 2. Voting Rights The Association shall have two (2) classes or regular voting membership:

Class "A" Member shall be comprised of all of the Owners of Improved and Unimproved Lots.

There shall be one Class "B" member and that shall be the Proprietor. Class "B" member shall be entitled to elect the members of the Board of Directors of the Association as set out in Section 4 of this Article II until (1) every lot is an Improved Lot; (2) upon the execution by the Proprietor of a written instrument terminating the Class "B" membership or (3) until December 31, 2004, whichever shall first occur.

When more than one person holds an interest in any one Lot, all such persons shall be Members of the Association and their vote arising from the ownership of any such Lot shall be exercised as those owners determined among themselves, but in no event shall any more than one (1) vote be cast with respect to any one (1) Lot.

The voting rights of any Owner may not be assigned by said owner to his tenant.

Section 3. Governance The Association shall be governed by a Board of Directors consisting of three (3) members, with the terms of such directors in subsequent years to be determined in accordance with the provisions of the Articles of Incorporation and By-Laws of the Association.

Section 4. Election of the Board of Directors, As set out in Section 2 of this Article, the Board of Directors shall be elected by the Class "B" members but only until such time as the Class "B" membership shall cease to exist or as otherwise set forth herein.

With thirty (30) days from the cessation of the Class "B" membership the Board of Directors shall be elected by a vote of all of the Class "A" membership. One Class "A" member per Lot owned shall be entitled to as many votes as is computed based on his ownership with Section 2 of this Article. Members may cast all such votes for any one (1) director or may distribute such votes among the number of directors to be elected. For example: an individual owner of a single lot may use his/her three votes for any one candidate; or he/she may use two of such votes for one candidate and his/her other vote for a different candidate; or he/she may use one vote for each of three candidates.

Section 5. Quorum Required-for Any Action Authorized By a Regular or Special Meeting of the Association. Excepting, the provisions of Article IV of this Declaration which specifically mandate notice and quorum requirements for the establishment of annual and special assessments, the quorum required for any action which is subject to a vote of the members at an open meeting of the Association shall be as follows: The first time a meeting of the members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of members and of proxies entitled to cast twenty-five percent (25%) of the total vote of the Membership shall constitute a quorum. In the event

the required quorum is not present at the first meeting, a second meeting may be called subject to the giving of notice, and there shall be no quorum required for such second meeting.

For the purpose of this section, "Proper Notice" shall be deemed to be given when mailed or delivered to each member not less than thirty (30) days prior to the day of the meeting at which any proposed action is to be considered.

Section 6. Proxies. All members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing.

Section 7. Ballots by Mail. When required by the Board of Directors there shall be sent a statement of certain motions to be introduced for vote of the members and a ballot on which such member may vote for or against the motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out above.

ARTICLE III

Property Rights In the Common Property

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Properties in Courthouse Commons which right and easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to suspend the voting rights of an Owner and those claiming such rights under him/her for any period during which any assessment against his/her Lot remains unpaid, and for a period not to exceed sixty (60) days at a time for any infraction of its published rules and regulations.

b. The Association or the Proprietor may dedicate or transfer all or a part of the Common Properties to any public agency, authority or utility. No such dedication or transfer by

the Association shall be effective unless an instrument signed by two thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded, however, the Proprietor may at any time prior to the sale of the last Lot dedicate or transfer all or any part of the Common Properties without the consent of any of the said members.

Section 2. Delegation of Use. Any Owner may only delegate his/her right of enjoyment to the Common Properties and facilities, to the members of his/her family, his/her tenants, or contract purchaser who reside on the Lot.

Section 3. Titled Common Properties. Proprietor covenants for itself, its successors and assigns, that it shall convey to the Association, at no cost to the Association, by deed, those parcels of land and facilities, if any, which constitute the Common Properties, at any time within five (5) year after the Proprietor has completed improvements thereon but not sooner than conveyance or upon completion of any improvements thereon by the Proprietor, if such be required, such that the facility is functionally complete. The Association shall immediately become responsible for all maintenance, operation and such additional construction of improvements as may be authorized by the Board of Directors of the Association subject to this Declaration. It is the purpose of this provision to provide that the Association shall be responsible for the maintenance of Common Properties (as established by Article V), upon which all improvements required to be made by the Proprietor have been completed, notwithstanding the fact that the Proprietor is not obligated to convey such properties to the Association until five (5) years after such improvements have been completed thereon, unless otherwise specified herein. All said Common Properties may be conveyed to the Association subject to: 1. all restrictive covenants of record at the time of the conveyance; 2. all existing mortgages; and 3. a reservation by the Proprietor of the right to substitute or add new mortgages

thereon, provided, however, that in no event shall the Association be obligated to assume the payment of principal and interest on any such mortgages. The obligation to make payment of principal and interest, unless assumed by the Association, shall continue to be the sole obligation of the Proprietor. Notwithstanding anything in the foregoing to the contrary, the Proprietor shall not be required to convey the above referenced Common Properties where such conveyance would be prohibited under agreements existing on the date of this Declaration, but, in such case shall be allowed to postpone such conveyance, without penalty, until such time as said prohibition may be nullified.

ARTICLE IV

Covenants for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot Owned within the property, hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not expressed in such deed, is deemed to covenant and agreed to pay to the Association: 1. annual assessments or charges; and 2. special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest, cost and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to successors in title and shall be deemed to have been expressly assumed by them by the recordation of the deed to the respective Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvements and maintenance of the Common Properties. In the event that the need for maintenance is caused through the willful or negligent act of an Owner, his family, or guests, permittees or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to such owner's Lot is subject.

The Association shall pay any real and personal property taxes and other charges assessed against that portion of the Common Properties owned by the Association in fee simple, if any.

The Association shall maintain a policy or policies of liability insurance insuring the following, to wit: Earl Thompson, Inc., individually; the Association and its agents, guests, permittees and invitees; and the Owners of the Lots. Such policy or policies shall insure against liability to the public or to said Owners, their guest, permittees or invitees incident to the ownership or use of the Common Properties, in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for any one person injured, One Million Dollars (\$1,000,000.00) for any one accident, and Two Hundred Fifty Thousand (\$250,000.00) for property damage. Said limits shall be reviewed at intervals of not less than three (3) years and adjusted if necessary to provide such coverage and protection as the Association may deem prudent.

Section 3. Maximum Annual Assessment- Until December 31, 2004, the maximum annual assessment shall be \$150.00 per lot for Improved Lots. There initially shall be no annual assessment for Unimproved Lots.

a. From and after December 31, 2004, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership. Unimproved Lots shall be exempt from this maximum assessment increase until December 31, 2005.

b. From and after March 1, 2001, the maximum annual assessment may be increased above ten percent (10%) by a vote of at least two-thirds (2/3) of the votes cast, in person or by proxy, at a meeting of the membership duly called for this purpose.

c. The Board of Directors may fix the annual assessment at any amount not in excess of the maximum, unless so authorized by a vote of the membership of the Association as set out in subsection b above of this section.

Section 4. Special Assessments for Capital Improvements. 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 purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such assessment must have the assent of at least two-thirds (2/3) of the votes cast, in person or by proxy, at a meeting of the members at a duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this article 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 and of proxies entitled to cast sixty percent (60%) of the total votes shall constitute a quorum. If the required quorum 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 Improved Lots, and may be collected on an annual basis or as directed by the Board of Directors and may include credit card debits or automatic bank drafts.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Improved Lots on the first day of the month following the month in which such Lot becomes an "Improved Lot" as defined in Article I Section ~7. The first annual assessment shall be adjusted pro rata 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 for the payment of the annual and special assessments 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 state of assessments against 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 ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property, and/or exercise the rights reserved in Section I of Article III of this Declaration. No

Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or by the abandonment of his/her 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 first mortgage and to real estate taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which became 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.

ARTICLE V

Functions of Courthouse Commons Association, Inc.

Section 1. Ownership and Maintenance of Common Properties

The Association shall be authorized to own and/or maintain Common Properties, equipment, furnishings and improvements devoted to the following uses.

- a. Streets, roadways and parking areas along such as streets throughout the Property until the date that the streets are dedicated to Goochland County.
- b. Sidewalks, walking paths or trails and bicycle paths, if any, through the Property.
- c. Purposes set out in future deeds by which the Common Properties are conveyed to the Association, provided that such purposes shall be approved by the members of the Association.

Section 2. The Association shall be authorized but not required to provide the following services:

- a. Clean up and maintenance of all planting strips or landscaping areas and other Common Properties within the property.

b. Landscaping of streets, roads and parkways, sidewalks and any Common Properties.

c. Lighting of all streets, roadways, sidewalks and other Common Properties throughout the Property.

Section 3. The Board of Directors shall have the power and authority to mortgage a Property owned by the Association and to pledge the Property as security for loans, made to the Association, which loans will be used by the Association in Performing its authorized functions. The Proprietor may, but shall not be required to make loans through the Association, subject to approval by the Proprietor of the use to which such loans will be made.

Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the limits of the regular annual assessment at any time there are outstanding any amounts due the Proprietor as repayment of any loans made by the Proprietor to the Association.

ARTICLE VI

Architectural Control

Section 1. Architectural Review Committee. By the execution of this Declaration the Proprietor hereby appoints and designates the following individuals to serve as the Architectural Review Committee to wit:

Sydney Stern (or a person designated by him in writing to act in his stead) and Thomas McMahon (or a person designated by him in writing to act in his stead. The Proprietor reserves the right to remove any one or all of these individuals from the Architectural Review Committee and designate their replacements. in addition, the Proprietor reserves the right at

some future date to delegate to the Board of Directors of the Association the operation and appointment of members to the Architectural Review Committee.

Section 2. Approval of Plans, Specifications, Etc. by the Architectural Review Committee. No building, house, shed, garage, fence, wall, pool, tennis court or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition or change or alternation of any such structure, etc. be made until the plans and specifications showing the nature, kind, shape, color, height material and location of the same shall have been submitted to and approved in writing as to harmony of external design, quality and type of materials, location in relation to the surrounding structures, topography and finished elevation by the Architectural Review Committee (see Architectural Guidelines attached as Exhibit "A"). The Architectural Review Committee's approval as required above. shall be in writing and in the absence of such written approval, construction plans, specifications and location plans shall be considered as disapproved.

Section 3. Failure to Obtain Approval of the Architectural Review Committee. By acceptance of the conveyance of a Lot, each Owner, for himself, herself, his/her heirs, successors and assigns, covenants that in the event he/she or their agents or their tenants or anyone else shall alter or redecorate the exterior of any premises on any Lot which they own or in which they have an ownership interest prior to obtaining the written approval of the Architectural Review Committee, as provided in these Articles, the Proprietor and/or the Board of Directors, after receiving authority from the Proprietor, shall have the right, through its agents and employees, to enter upon the lot and to repair, redecorate, maintain, rehabilitate and restore the premises and the exterior of any improvements thereon, and that the costs thereof shall be assessed to and become a lien upon the premises so redecorated, repaired, maintained,

rehabilitated or restored. Any such lien shall immediately begin to bear interest at the rate of twelve percent (12%) per annum beginning upon the completion or termination of such redecoration, repair, maintained, rehabilitation or restored. Reimbursement for such costs shall be payable to the Proprietor or the Association as appropriate. The Owner shall be responsible to the Association and Proprietor for all costs the Proprietor and/or the Association may incur in attempting to collect its cost expended in enforcing this section including their attorney fees.

Section 4. Trailers. No trailer, truck, mobile home, camper (truck bed or, otherwise or boats shall be parked on any lot other than behind the rear building line of the house constructed on said lot.

Section 5. Removal of Trees. No trees over six inches (6") in diameter shall be cleared from any lot without the prior approval of the Architectural Review Committee.

Section 6. Gardens. No vegetable gardens will be allowed any closer to the road than the rear line of the dwelling

Section 7. Swimming Pools. No portable swimming pools of any type which can be dismantled and moved and which has sides or walls of more than 24 inches (24") in height will be allowed. No in ground swimming pool and appurtenant structures will be permitted without the prior approval of the Committee.

ARTICLE VII

Specific Restrictions

Section 1. Minimum Square Footage. All structures erected for residential purposes on any Lot shall have a minimum of 1,800 square feet for one-story residences and 2,000 for two story residences finished square floor area. One residence is permitted per Lot and no Lot may be subdivided into smaller Lots by any subsequent owner.

Section 2. Fences and Hedges. No fences shall be permitted without the written approval of the Architectural Review Committee. No fence, wall or hedges shall be more than six feet (6') in height. No wire or chain link fences shall be permitted. No fence, wall or hedges shall extend beyond the front building line of the primary dwelling without written approval of the Committee.

Section 3. Noxious and Offensive Activities Prohibited. No noxious or offensive activity shall be carried on or upon any Lot or any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance, public or private, to the neighborhood and the subdivision, or which shall in any way interfere with the quiet enjoyment of each of the Owners of their respective dwelling unit. No animals, livestock, or poultry or any kind shall be raised, bred or kept on any Lot, except that dogs, cats and/or other household pets may be kept on an Improved Lot so long as they are not kept bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the property which results in any annoyance to residents in the vicinity. Any Lot Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees and invitees and to the Proprietor or the Association, as appropriate, for any and all damage to persons or property caused by any pets brought upon or kept upon the Lots or the Common

properties by any Lot Owners, members of his/her family, guests, permittees or invitees, Any Lot Owner keeping any animal on the Lot will comply with all of the applicable requirements of law concerning such animals.

Section 4. Structures Other Than Detached Single Family Dwelling Houses with Attendant Out Buildings Prohibited. No structure shall be erected on any Lot other than a detached single family dwelling, together with usual and appropriate outbuildings, including private garages. Such usual and appropriate out-buildings, including storage sheds and private garages, shall be subject to approval by the Architectural Review Committee in accordance with the provisions of Section 2 and 3 of Article VI herein and must be of the same type and design and quality of construction as the dwelling house on any respective Lot.

Section 5. Use of Lots for Dumping Grounds Prohibited. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish, trash, garbage or other waste shall be kept on any Lot in sanitary containers. All equipment and containers for the storage and/or disposal of such waste material shall be kept in a closed and sanitary condition screened from public view.

Section 6. Use of Temporary Structures for Residential Purposes Prohibited. No structure of a temporary nature, no trailer, tent, shack, garage, barn or other outbuilding will be used on any Lot at any time as a residence either permanently.

Section 7. Exterior Television or Other Antenna Prohibited. No exterior television, short wave, citizen band or other antenna or satellite dish shall be placed on any lots or structures without approval of the Architectural Review Committee.

Section 8. Unlicensed Motor Vehicles Prohibited. No motor vehicles, automobiles, boats, trailers, campers, buses, recreational vehicles, inoperative vehicles of any

kind, camper rigs or shells from truck, boat riggings or other similar items or conveyances shall be parked or stored on any public street, roadway or right-of-way. All of such vehicles, except automobiles, must be parked no closer to the street on which the dwelling house fronts than the building setback lines. Automobiles shall be the only vehicles allowed to be parked on circular driveways.

Section 9. Permanent Signs Prohibited. No sign of any kind shall be displayed to the public view on any lot with the exception of temporary signs with a total area of not more than 2 square feet or as regulated by the Goochland County Code.

ARTICLE VIII

Easements

Section 1. Reservation of Rights for Installation of Utility and Sewer Lines and Systems.

The Proprietor reserves unto itself a fee simple title to all roadways and streets. In addition, the Proprietor reserves the right and privilege as follows:

- a. to lay gas, water, sewer and storm sewer pipes; to erect or lay electrical light, telephone and line and wires and to install other utilities along the property lines of the lots as well as over and under the streets and roadways of Courthouse Commons;
- b. to install sewer connections under all lots; and
- c. to grant to any other person, company, corporation or entity any and all of such rights and privileges as set out within this section, and
- d. to dedicate the roadways and streets to Goochland County.

ARTICLE IX

General Provisions

Section 1. Enforcement. The Association, any Owner, and/or the Proprietor shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions covenants, reservation liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Proprietor or the Association or by any owner to enforce any covenant or restriction herein contained shall not be deemed as a waiver of the right to do so at any time thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by the judgment of any court shall in no way affect any other provisions of this Declaration which shall remain in full force and effect. Waiver of any provision by failure to enforce shall not affect enforceability or validity of any other provision.

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 of this Declaration, after which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended in the first twenty (20) years period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by any instrument signed by not less than seventy-five percent (75%) of the Lot Owners must be placed to record in the Clerk's Office of the Circuit Court, of Goochland County, Virginia.

IN WITNESS WHEREOF, this Declaration is dated this 10th day of February, 2001

Earl Thompson, Inc.

By



Earl Thompson, President

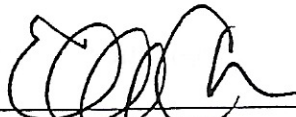
STATE OF VIRGINIA

BOOK 453 PAGE 532

COUNTY OF HENRICO, to wit. -

Acknowledged before me in my jurisdiction aforesaid by Earl
Thompson this 15th day of February, 2001.

My Commission Expires: 9-30-2002



Notary Public

Exhibit "A"

ARCHITECTURAL GUIDELINES FOR COURTHOUSE COMMONS

1. All driveways and setback lines shall be subject to the approval of the Architectural Review Committee.
2. All exposed foundations of single-family residences constructed on the Property shall be of brick, stone, or synthetic stucco.
3. The color of the improvements on the Property shall be subject to the approval of the Architectural Review Committee.
4. All exposed flashing to be baked enamel (on black) aluminum or copper.
5. All exterior wood steps must have closed risers that have street exposure.
6. Roof materials shall be approved by the Architectural Review Committee.
7. Roof on main portion of each house to have minimum pitch of 4/12.

INSTRUMENT #010000487
RECORDED IN THE CLERK'S OFFICE OF
GOOCHLAND COUNTY ON
FEBRUARY 13, 2001 AT 03:01PM
LEE G. TURNER, CLERK

BY: Jeanne Carter (DC)

Prepared by:
FLORANCEGORDONBROWN
a Professional Corporation
1900 One James Center
901 East Cary Street
Richmond, Virginia 23219

ASSIGNMENT OF ARCHITECTURAL SERVICES

December 22, 2003

FOR VALUE RECEIVED, EARL THOMPSON, INC., a Virginia corporation (the "Assignor"), hereby assigns, transfers and sets over to WILLIAM J. ROWE, JR., (the "Assignee"), all architectural plans and specifications approval matters and obligations pursuant to all those certain Declarations of Covenants, Conditions and Restrictions for Courthouse Commons Subdivision as recorded at the Clerk's Office in the Circuit Court of Goochland County, Virginia (the "Restrictions").

This Assignment is pursuant to Article VI of the Restrictions and William J Rowe, Jr. is hereby appointed to serve on the Architectural Review Committee in the place and stead of Sydney Stern and Thomas McMahon who are hereby removed.

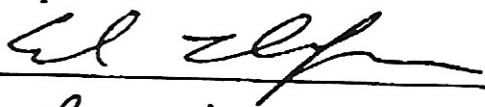
This Assignment is being made, however, subject to the following terms and conditions:

1. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
2. By signing below, the Assignee hereby accepts and agrees to all of the terms, conditions, obligations and requirements of the Assignor contained in the aforementioned Restrictions in connection with the approval and regulation of new improvements. This Assignment shall be effective as of the date stated above.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives.

ASSIGNOR:

Earl Thompson, Inc.,
a Virginia corporation

By: 

Title: President

FloranceGordonBrown, P.C.
1900 One James Center
901 East Cary Street
Richmond, VA 23219