



LR 200800031080 7/23/2008 12:25:00 PM

Instrument Control Number

[Empty box for Instrument Control Number]

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

[ILS VLR Cover Sheet Agent 1.0.86]

BK4542PG0529

T  
X  
E  
M  
P  
T

C  
O  
R  
P

Date of Instrument: [6/2/2008 ]

Instrument Type: [DEC ]

Number of Parcels [ 1 ]

Number of Pages [ 47 ]

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

#### First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[WEST BROAD VILLAG ]	[ ]	[ ]	[ ]
[WEST BROAD VILLAG ]	[ ]	[ ]	[ ]

#### First and Second Grantees

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

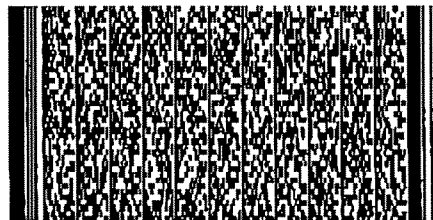
Grantee Address (Name) [BRIAN HOLDER ]  
 (Address 1) [UNICORP NATIONAL DEVELOPMENTS INC ]  
 (Address 2) [7505 WEST SAND LAKE ROAD ]  
 (City, State, Zip) [ORLANDO ] [FL ] [32819 ]

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

Prior Instr. Recorded at: City  County  [Henrico County ] Percent. In this Juris. [ 100 ]  
 Book [4392 ] Page [1495 ] Instr. No [ ]  
 Parcel Identification No (PIN) [744-759-1143 ]  
 Tax Map Num. (If different than PIN) [744-759-1143 ]  
 Short Property Description [PARCEL G SHOWN ON PLAT OF 8 PARCELS LYING SOUTH ]  
 [WEST BROAD STREET ]  
 Current Property Address (Address 1) [ ]  
 (Address 2) [ ]  
 (City, State, Zip) [ ] [ ] [ ]

Instrument Prepared by [WILLIAMS MULLEN ]  
 Recording Paid for by [WILLIAMS MULLEN ]  
 Return Recording to (Name) *M* [JONATHAN FRANK ESQ ]  
 (Address 1) [WILLIAMS MULLEN ]  
 (Address 2) [PO BOX 1320 ]  
 (City, State, Zip) [RICHMOND ] [VA ] [23218-1320 ]

Customer Case ID [ ] [ ] [ ]





BK 4542PG0531

This document prepared by:

Jonathan A. Frank, Esquire  
Williams Mullen  
PO Box 1320  
Richmond, VA 23218-1320

Henrico County GPIN: 744-759-1143

**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE  
RESIDENCES OF WEST BROAD VILLAGE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Townhouse Declaration") is made as of the 2nd day of June, 2008, by **WEST BROAD VILLAGE, LLC**, a Florida limited liability company and **WEST BROAD VILLAGE II, LLC**, a Florida limited liability company (collectively, the "Property Owner").

**W I T N E S S E T H:**

WHEREAS, the Property Owner owns certain real property in Henrico County, Virginia, which is described on Exhibit "A" attached hereto;

NOW, THEREFORE, the Property Owner hereby declares that all of 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 Townhouse Property (as defined below) and be binding on all parties having any right, title or interest therein or in any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. This Townhouse Declaration shall supplement the Master Declaration (as defined below) and pertain to the Residences of West Broad Village.

**ARTICLE I**  
**DEFINITIONS**

**Section 1.** "Act" means the Virginia Nonstock Corporation Act, Chapter 10 of Title 13.1 of the Code of Virginia (1950), as amended, supplemented or replaced from time to time. "POA Act" means the Virginia Property Owners' Association Act, Chapter 26 of Title 55 of the Code of Virginia (1950) as amended, supplemented or superseded from time to time.

**Section 2.** "Additional Land" shall mean and refer to the real property in the vicinity of the Townhouse Property which may, by recordation of a declaration of annexation as provided in Article XII, be annexed and become governed by this Townhouse Declaration. The Additional Land is described on Exhibit "B" attached to this Townhouse Declaration.

BK4542PG0532

Section 3. "Board" or "Board of Directors" means the board of directors of the Townhouse Association.

Section 4. "Builder" shall mean and refer to any Person who is duly licensed as a contractor and who purchases one (1) or more Townhouse Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such Person's business. Any Person occupying or leasing a Townhouse Lot for residential purposes shall cease to be considered a Builder with respect to such Lot immediately upon occupancy of the Townhouse Lot for residential purposes, notwithstanding that such Person originally purchased the Lot for the purpose of constructing improvements for later sale to consumers.

Section 5. "Common Area" shall mean all real property owned by the Master Association for the common use and enjoyment of the Owners as defined and set forth in the Master Declaration.

Section 6. "Declarant" shall mean and refer to West Broad Village, LLC, and any successor or assign designated as the "Declarant" in a written instrument recorded in the Clerk's Office, Circuit Court, County of Henrico, Virginia, or, in the case of any Mortgagee succeeding to the Declarant's rights by foreclosure or conveyance in lieu of foreclosure, such Mortgagee.

Section 7. "Declarant Control Period", as used only in this Supplemental Declaration (without application to the Master Declaration), means the period of time beginning on the date the Townhouse Declaration is recorded and ending upon the termination of the Class B Membership in accordance with Article III, Section 2 hereof.

Section 8. An "Improved Townhouse Lot" is defined as a Townhouse Lot on which the residence has been substantially completed and then sold and conveyed to a purchaser other than a Builder, and a Townhouse Lot on which the residence has been substantially completed for more than twelve months although not so sold and conveyed. All other Townhouse Lots are defined as "Unimproved Townhouse Lots".

Section 9. "Limited Townhouse Common Area" means a portion of the Townhouse Common Area, if any, which has been designated by the Declarant for the primary or exclusive use, as appropriate, of one or more Members or Owners of one or more but less than all of the Townhouse Lots.

Section 10. "Master Association" means West Broad Village Master Association, Inc., and, with respect to the rights and obligations of the Master Association set forth in the Master Declaration, its successors and assigns.

Section 11. "Master Declaration" shall mean and refer to the Master Declaration of Protective Covenants and Restrictions for West Broad Village made by West Broad Village, LLC, West Broad Village II, LLC, and the other Project Owners dated October 10, 2007, and recorded in the Clerk's Office of the Circuit Court of the County of Henrico, Virginia in Book 4426 at Page 1583, as amended. The lands subject to the Master Declaration from time to time are herein sometimes generally referred to as "West Broad Village" or the "Village".

BK4542PG0533

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Townhouse Lot which is a part of the Townhouse Property, including Declarant, Builders and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Person" shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person, or any other legal entity.

Section 14. "Townhouse Association" or "Association" shall mean and refer to West Broad Village Townhouse Association I, Inc., a Virginia non-stock corporation, its successors and assigns.

Section 15. "Townhouse Common Area" shall mean all real property, if any, owned by the Townhouse Association for the common use and enjoyment of the owners of Townhouse Lots.

Section 16. "Townhouse Lot" shall mean and refer to any lot of land shown upon the recorded subdivision plat of the Townhouse Property with the exception of the Townhouse Common Areas, if any.

Section 17. "Townhouse Property" or "Land" shall mean and refer to that certain real property described on Exhibit "A" hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Townhouse Association.

Section 18. Unless otherwise defined herein, capitalized words and terms used herein shall have the meaning given to them in the Master Declaration, provided any such term not defined in the Master Declaration shall have the meaning given to it in the POA Act.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Townhouse Common Areas (if any) which shall be appurtenant to and shall pass with the title to every Townhouse Lot. Every Owner shall also have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Townhouse Lot, subject to the terms and conditions of the Master Declaration. The foregoing rights are subject to the following provisions:

(a) The right of the Master Association and the Townhouse Association to suspend the respective voting rights and right to use of the Common Area and/or the Townhouse Common Area by an Owner for any period during which any assessment against his Townhouse Lot remains unpaid, and for a period not to exceed 60 days for any infraction of the Master Association or Townhouse Association's published rules and regulations, provided that access to the Owner's Townhouse Lot over the Common Areas is not disturbed or interfered with.

BK 4542PG0534

(b) No Owner shall display the flag of the United States in the Common Areas or the Townhouse Common Areas. Owners may display a flag of the United States on the Owner's Townhouse Lot or on Limited Townhouse Common Areas to which such Owner has a right to exclusive use or possession, subject to such reasonable rules and regulations as to the size, place, duration and manner of placement or display of any such flag as may be promulgated by the Board from time to time.

(c) The rights reserved to Declarant in Article V Section 1 (Reservation by Declarant) of this Townhouse Declaration.

Section 2. Easement for Ingress and Egress. Each Owner is hereby granted an easement for ingress and egress across the Townhouse Common Areas, if any, subject to rules, regulations and restrictions established by the Board of Directors of the Townhouse Association from time to time. Each Owner shall have an easement for ingress and egress across the Common Areas subject to rules, regulations and restrictions established by the Board of Directors of the Master Association from time to time as provided in the Master Declaration. Each Owner shall have an easement for ingress and egress over and across the drive aisles and alleyways located on the Townhouse Property which are designated or identified on any recorded subdivision plat as access easement areas.

Section 3. Delegation of Use. Any Owner may delegate, subject to the provisions of the Master Declaration and the By-Laws of the Townhouse Association, his right of enjoyment to the Common Area and/or the Townhouse Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Townhouse Lot.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Townhouse Lot which is subject to assessment shall be a Member of the Townhouse Association (See Master Declaration for Master Association Membership). Membership shall be appurtenant to and may not be separated from ownership of any Townhouse Lot which is subject to assessment.

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

Class A. Class A Members shall be all Owners with the exception of the Declarant (until the termination of the Class B membership as provided below). Class A Members shall be entitled to one (1) vote for each Townhouse Lot owned. When more than one Person holds an interest in any Townhouse Lot, the vote for such Townhouse Lot shall be exercised as they among themselves determine, but no more than one vote shall be cast with respect to any Townhouse Lot.

Class B. The Class B Member shall be the Declarant and any single successor or assignee of Declarant who is an Owner and who is designated as such in a recorded instrument executed by Declarant. The Class B Member shall be entitled to three (3) votes for each vote

BK 4542 PG 0535

which may be cast by the Class A Members. The Class B membership shall terminate and be converted to Class A membership on the earlier to occur of: (i) the tenth anniversary of the date of recordation of the Townhouse Declaration; (ii) the date seventy-five percent (75%) of the total number of planned Townhouses permitted to be located on the Land or the Additional Land have been completed and a certificate of occupancy has been issued therefor and they are occupied or owned by Owners other than the Declarant and Builders; or (iii) the date specified by the Declarant in a written notice to the Townhouse Association that the Declarant Control Period is to terminate. Upon the termination of the Class B membership, the Declarant shall become a Class A Member entitled to one (1) vote for each Townhouse Lot then owned by Declarant.

Section 3. If, as and when any portion of the Additional Land is annexed under this Townhouse Declaration, the Declarant shall enjoy Class B membership as to any Townhouse Lots which are added to the Townhouse Property by such annexation.

Section 4. The affairs of the Townhouse Association shall be managed by its Board of Directors which shall elect the officers of the Townhouse Association, all as set forth in the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Townhouse Association. A copy of the Articles and Bylaws of the Townhouse Association are attached hereto as Exhibits "C" and "D" respectively.

#### ARTICLE IV COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Townhouse Lot owned within the Townhouse Property, hereby covenants, and each Owner of any Improved Townhouse Lot by acceptance of a deed therefor, whether it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Townhouse Association: (1) annual assessments or charges, (2) special assessments for capital improvements and otherwise, and (3) special assessments for Enhanced Maintenance. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing pro-rata lien upon the Townhouse Lot against which each such assessment is made. Each such assessment, together with interest, costs, 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 not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

(a) The assessments levied by the Townhouse Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Townhouse Property, for the improvement and maintenance of the Townhouse Common Areas, if any, and to cover the costs and expenses of the exterior maintenance upon each Townhouse Lot in accordance with subsection (c) of this Section 2.

(b) Except to the extent maintained by the Master Association, the Association shall maintain, repair and replace the Townhouse Common Areas and each

BK4542PG0536

component thereof in a good and workmanlike manner consistent with sound property management practices in accordance with all applicable local, state and federal laws and regulations. The Townhouse Association shall provide for snow and garbage removal from the driveways and alleys located on the Townhouse Property.

(c) In addition to maintenance upon the Townhouse Common Area, the Townhouse Association shall provide exterior maintenance upon each Improved Townhouse Lot which is subject to assessment hereunder, as follows: (a) the repair, maintenance, and replacement of roof shingles, sheathing, felt and flashing; (b) the repair, maintenance, and replacement of gutters and downspouts; (c) the repair, replacement or maintenance of the exterior building surfaces including cornice, trim, and siding (but specifically excluding doors, windows and their frames); (d) the periodic painting of exterior painted surfaces (including doors, trim and cornice); (e) maintenance of the yard, landscaping and irrigation systems; and (f) other exterior improvements, as determined by the Board of Directors in their discretion. If the Board of Directors reasonably determines that the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, or guests, or permittees, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. Other than those areas of Townhouse Association responsibility described in this Article IV, Section 2, each Owner is responsible for the prompt repair, maintenance, and replacement of all other items relating to that Owner's Townhouse Lot and improvements thereon. The Owner of an Unimproved Townhouse Lot shall be responsible for all maintenance relating thereto. In no event shall the Association be responsible for repairing or replacing any portion of a Townhouse Lot or the improvements thereon if the insurance the Owner is required to maintain pursuant to Article VII, Section 5 covers such repair or replacement. The Association shall not be obligated to perform the Enhanced Maintenance, as defined hereafter, and to the extent that the Association does not perform the Enhanced Maintenance, any Enhanced Maintenance required shall be the responsibility of the Owner of the Townhouse Lot.

(d) The Association shall pay any real and personal property taxes and other charges assessed against the Townhouse Common Area.

(e) The Townhouse Association shall maintain a policy or policies of liability insurance, insuring the Townhouse Association and its agents, guests, permittees, and invitees and the Owners of the Townhouse Lots against liability to the public or to the Owners, their guests, permittees or invitees incident to the ownership or use of the Townhouse Common Areas, if any, in an amount not less than a combined single limit per occurrence (bodily injury and/or property damage) of Five Hundred Thousand Dollars (\$500,000) and a One Million Dollar (\$1,000,000) aggregate limit (maximum limit for the policy period), unless the cost of the premiums for such coverages are unreasonably high for the Townhouse Association to bear, as determined by the Board of Directors in their discretion. The foregoing limits shall be reviewed at intervals of not more than three (3) years and adjusted if necessary to provide such coverage and protection as the Townhouse Association may deem prudent.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above and in addition to, and not in limitation of, such other special

BK 4542PG0537

assessments as may be authorized by applicable law (the Virginia Property Owners Association Act, code of Virginia §§ 55-508 et seq., for example), the Townhouse Association may levy against Improved Townhouse Lots, 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 construction, reconstruction, repair or replacement of any capital improvement upon the Townhouse Common Area, including fixtures and personal property related thereto, provided that any such special assessment shall be approved by a vote of two-thirds (2/3) of the votes of the Class A Members and the Class B Member (if existing) present, in person or by proxy, at a meeting duly called for this purpose and at which a quorum is present. In addition, upon the replacement by the Townhouse Association of the roof, gutters, downspouts, exterior building surfaces, or other exterior components of any Improved Townhouse Lots, as authorized or required pursuant to Section 2(c) of this Article IV, the Townhouse Association shall levy a special assessment against those Improved Townhouse Lots upon which such replacements are made, for the purpose of defraying the cost of such replacements.

Section 4. Special Assessments for Enhanced Maintenance. To the extent that the Owner of an Improved Townhouse Lot, after purchase of such Townhouse Lot from a Builder, (i) installs or plants additional landscaping on his Townhouse Lot, (ii) installs additional irrigation systems, equipment or sprinkler zones on his Townhouse Lot, or (iii) makes additional improvements to his Townhouse Lot which cause the Townhouse Association to provide additional maintenance services ("Enhanced Maintenance") to such Townhouse Lot as compared to the other Improved Townhouse Lots, the Board may levy periodically a special assessment on such Townhouse Lot for the reasonable and actual additional expenses associated with maintaining such Townhouse Lot.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article shall be sent to all Members not less than twenty-one (21) 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 fifty-percent (50%) of all the votes 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-third (1/3) of the votes of membership in person or by proxy. 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 (but excluding assessments for Enhanced Maintenance, which by their very nature will vary among Townhouse Lots) must be fixed at a uniform rate for Improved Townhouse Lots and may be collected on a monthly, bi-monthly, quarterly, semi-annual or annual basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Townhouse Lots on the first day of the month following the date upon which services are first provided to the Owners by the Townhouse Association. No assessments shall be due and payable by the Owner of any Townhouse Lot until the Townhouse Lot is deemed an Improved Townhouse Lot. The first annual assessment shall be adjusted pro rata according to the number of months remaining in the

BK 4542PG0538

calendar year. The Board of Directors shall fix the amount of the annual assessment against each Townhouse 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 Townhouse Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Townhouse Association setting forth whether the assessments on a specified Townhouse Lot have been paid. A properly executed certificate of the Townhouse Association as to the status of assessments against a Townhouse Lot is binding upon the Townhouse Association as of the date of its issuance.

**Section 8. Effect of Nonpayment of Assessments; Remedies of the Townhouse Association.** Any assessment, or installment thereof, not paid within ten days after the due date shall be delinquent and may accrue a late charge in the amount of Fifteen Dollars per dwelling or such other amount as may be established from time to time by the Members. Any delinquency that exceeds thirty (30) days after the due date shall bear interest from the due date at the rate not to exceed the interest rate then charged by the Internal Revenue Service on delinquent taxes. Once the delinquency exceeds (60) days the maturity of the remaining total of the unpaid installments of such assessment may be accelerated at the option of the Board of Directors, and the entire balance of the Assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner, if an Owner's assessments for any prior fiscal year are delinquent, then the entire annual assessment, at the option of the Board of Directors, may be declared due (otherwise payable in installments) and payable in full upon service of notice to such effect upon the defaulting Owner. The Townhouse Association, in addition to any other rights or remedies available at law or in equity, may bring an action at law against the Owner personally obligated to pay such assessment, or foreclose the lien against the delinquent Owner's Townhouse Lot, or exercise the rights reserved in Section 1(a) of Article II of this Townhouse Declaration. 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 Townhouse Lot.

**Section 9. Subordination of the Lien to Mortgages and Other Liens.** The lien of the assessments provided for herein shall be subordinate and inferior to (i) the lien for real estate taxes, bona fide duly recorded first deeds of trust on each Townhouse Lot and (ii) the lien for assessments imposed by the Master Association pursuant to the Master Declaration, as more fully described in Article IX of this Townhouse Declaration. Sale or transfer of any Townhouse Lot shall not affect the assessment lien. However, the sale or transfer of any Townhouse Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof or deed or 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 Townhouse Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V ARCHITECTURAL CONTROL

**Section 1. Approval Required.** No building, fence, wall, walkway, driveway or other structure shall be commenced, erected or maintained upon the Townhouse Property, nor shall any exterior addition to or change or alteration therein be made, including exterior painting, until

BK4542PG0539

the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board pursuant to the Master Declaration.

Section 2. Failure to Obtain Approval. By accepting a conveyance of a Townhouse Lot, each Owner, for himself, his heirs, successors and assigns, covenants that if he alters or redecorates the exterior of the premises before submission of plans therefor to the Architectural Review Board, the Architectural Review Board shall have the right, through agents and employees of the Master Association, and in addition to any other rights or remedies that it may have at law or in equity, to enter upon the Townhouse Lot and to repair, redecorate, maintain, rehabilitate and restore the premises and the exterior of any improvement thereon, and that the costs thereof shall be a special assessment to and become a lien upon the Townhouse Lot so redecorated, repaired, maintained, rehabilitated, or restored and that the Owner will pay, to the Master Association, the amount of the charge in the time and manner set forth above.

## ARTICLE VI PARTY WALLS AND CASUALTY PROVISIONS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Townhouse Property and placed on the dividing line between the Townhouse Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If the centerline of a party wall now or hereafter fails to coincide with the boundary between the Lots it serves, an easement for any resulting encroachment is hereby granted.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with Section 7 of this Article. No Owner shall impair the structural integrity of any party wall nor diminish the fire protection afforded by any party wall.

Section 3. Destruction by Fire or Other Casualty. If a building or other major improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or other major improvement or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Unless the Architectural Review Board permits a longer time period, such work must be commenced within six (6) months after the casualty and substantially completed within eighteen (18) months after the casualty. If the building or other major improvement will look substantially the same as before the casualty and will comply with the Development Guidelines, no prior approval of the Architectural Review Board shall be required. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice to the right of any

BK 4542PG0540

such Owners to refuse to contribute to such costs or to call for a larger contribution from the others, or a contribution from an Owner that does not make use of the party wall or who, after such casualty will not make use of the party wall because such Owner does not rebuild on his or her Lot after such casualty event, under any rule of law regarding liability for negligent or willful acts or omissions. Such repairs must be substantially similar to the original construction and installation and of first class quality, but may be made with contemporary materials.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Townhouse Maintenance Easement. If an Owner (including the Declarant) of any Lot must, in order to make repairs or improvements to a building on such Owner's Lot, enter or cross any area owned or to be owned by the Association, or a Lot of another Owner, such Owner is hereby granted an easement to do so, providing that the Owner shall (i) use the most direct, feasible route in entering and crossing over such an area, (ii) restore the surface so entered or crossed to its original condition, at the expense of the Owner, and (iii) indemnify and hold harmless the Owner of the Lot entered upon to make such repairs from all claims, losses, damages or costs incurred by such Owner as the result of such repairing Owners entry upon such other Owner's Lot.

Section 6. Right to Contribution Runs with Land. The right of any Owner to contributions from any other Owner under this Article shall be appurtenant to the Owner's Townhouse Lot and shall pass to such Owner's successors in title.

Section 7. Arbitration. Upon any dispute arising concerning a party wall, or under the provisions of this Article, the parties may choose to resolve such dispute through binding arbitration. In such case, the Board of Directors shall act as the arbitrator. However, if both parties object to the Board of Directors acting as the arbitrator, then each party shall choose one arbitrator, and each arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. All arbitrators shall be chosen from a panel of arbitrators named by the Board of Directors. If the parties fail to use the Board of Directors as the arbitrator, the fees of the arbitrators used shall be borne by the parties, and the arbitrators may elect to award the prevailing party the right to contribution for such fees from the non-prevailing party.

ARTICLE VII  
EASEMENTS

Section 1. Reservation by Declarant. Declarant reserves unto itself, its successors and assigns, a perpetual easement and right of way on, over, along and under the streets and roads, on the Townhouse Property and over the easement areas designated in this Townhouse Declaration to install, maintain and use electric, cable television and telephone wires, cables, fiber optic lines, broadband communications and other technology systems, conduits, drainage ways, sewers, water mains and other equipment for the conveyance and use of electricity, telephone equipment, telecommunications equipment, gas, sewer, water, drainage or other public conveniences or utilities as may be necessary or desirable to serve the Townhouse Property and

BK 4542 PG 0541

any Additional Land being developed by Declarant. These easements and rights expressly include the right to cut any trees, bushes or shrubbery or to take any other action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

**Section 2. Adjoining Areas.** Each Townhouse Lot and its Owner are hereby declared to have an easement and the same is hereby granted by the Declarant over all adjoining Townhouse Lots and Townhouse Common Areas, as the case may be, for the purpose of accommodating any encroachment of the foundation of one Townhouse onto another Townhouse Lot, any encroachment of the exterior wall of any Townhouse onto another Townhouse Lot, any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other causes, providing all such encroachments do not exceed two feet or physically damage or harm any building or materially interfere with the use of any improvements on the servient property. Each Townhouse Lot and its Owner are hereby declared to have an easement and the same is hereby granted by the Declarant over all adjoining Townhouse Lots and Townhouse Common Areas, as the case may be, for the purpose of accommodating any encroachment of shared HVAC or other utility systems which are used by, or which serve, adjoining Townhouse Lots. There shall be valid easements for the maintenance of the above-described encroachments, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if the encroachment occurred due to the willful misconduct of the Owner or Owners.

**Section 3. Overhanging and Eaves.** Each Townhouse Lot and its Owner is hereby declared to have an easement and the same is hereby granted by the Declarant, over each adjoining Townhouse Lot and the Townhouse Common Area, as the case may be, for overhanging roofs and eaves attached to improvements on the Townhouse Lot; provided, however, that such encroachments may not exceed two feet.

**Section 4. Duties of the Townhouse Association.** There is hereby reserved to the Townhouse Association such easements as are necessary to perform the duties and obligations of the Townhouse Association as are set forth in Article IV above.

**Section 5. Hedges and Fences.** Each Townhouse Lot and its Owner is hereby declared to have an easement and the same is hereby granted by the Declarant, for encroachments on adjoining Townhouse Lots or Townhouse Common Area, if any, as the case may be, due to hedges or wooden fences belonging to such Townhouse Lot, to the extent such hedge or wooden fence encroaches on adjoining Townhouse Lots or Townhouse Common Area. Notwithstanding the foregoing, no fence shall be erected without the permission of the Architectural Review Board.

**Section 6. Priority of Easements.** Each of the easements hereinabove referred to shall be deemed to have been established upon the recordation of this Townhouse Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Townhouse Lots, and the Townhouse Common Area, as the case may be, superior to all other encumbrances which may hereafter be applied against or in favor of the Townhouse Property or any portion thereof.

BK 4542 PG 0542

**ARTICLE VIII**  
**PARTICULAR RESTRICTIONS**

**Section 1. Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on or upon any Townhouse 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, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance. Construction of residences by Builders on Townhouse Lots in compliance with all applicable laws and ordinances shall not be prohibited by this Section.

**Section 2. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Townhouse Lot, except that two of either a dog, cat or other household pet may be kept on a Townhouse Lot provided that it is not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in any annoyance or are obnoxious to residents in the vicinity, and each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees and invitees, and to the Association, for any and all damage to person or property caused by any pets brought upon or kept upon the Townhouse Lots or the Common Area by any Owner or by members of his family, guests, permittees or invitees. If any such animal is kept in the rear yard of the Townhouse Lot, maintenance services may be withheld without credit or rebate to the Owner. No Owner shall permit any dog to be let out of that Owner's unit unless the dog is kept within a fence or on a leash. Any Owner keeping an animal on a Townhouse Lot will comply with all requirements of law applicable to such animal.

**Section 3. Prohibited and Restricted Vehicles.** Parking of recreational vehicles, boats, trailers and campers is prohibited on the Property. Except to the extent used by Builders in connection with the construction of residences on Townhouse Lots, commercial vehicles (weighing in excess of three-fourths of a ton when empty), vehicles primarily used or designated for commercial purposes, tractors and buses shall not be parked on any street or in a front yard, but shall be parked only in enclosed garages or in other areas, if any, designated by the Board of Directors. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Property except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked on the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Townhouse Lot or the Common Areas. Any vehicle parked in violation of this Section or the Rules and Regulations promulgated by the Board of Directors may be towed.

**Section 4. Residential Use.** All Improved Townhouse Lots shall be used for single family residential purposes exclusively. The use of a portion of any Improved Townhouse Lot for business purposes by the owner or occupant thereof shall be considered a residential use only if the Improved Townhouse Lot is used primarily for residential purposes, and if such business use (i) is not detectable by sight, sound or smell from the exterior of the residence, (ii) is consistent with zoning and does not violate applicable law; (iii) does not increase the liability or casualty insurance premium or obligation of the Association or of other residents of the Property;

BK 4542PG0543

and (iv) does not create any customer or client traffic to and from the Improved Townhouse Lot. The use of an Improved Townhouse Lot shall not be deemed to be for single family purposes if the Improved Townhouse Lot is used (whether by common owners or tenants) by more than three (3) unrelated persons as a residence. Nothing in this Declaration shall be construed to prohibit the Declarant from (a) using any Improved Townhouse Lot which Declarant or a Builder owns for a sales office or for promotional, marketing or display purposes as a "model", or (b) leasing any Improved Townhouse Lot which Declarant owns.

Section 5. Garbage. No Townhouse Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers located or screened so as to be concealed from view of the neighboring Townhouse Lots and the street.

Section 6. Fire Insurance and Extended Coverage. Each Owner shall be responsible for securing insurance policies for fire and extended coverage for the structure on each individual Townhouse Lot, in an amount equal to 100% of the then current replacement cost of the property (excluding land, foundations, excavations and other items that are usually excluded from such coverage) without deduction for depreciation. Copies of all policies and any renewals shall be filed with the Board within thirty (30) days after written request by the Board. The Board reserves the right to approve all policies.

Section 7. Rentals, Sales, Signage. Improved Townhouse Lots shall not be leased unless the lease is subject in all respects to the terms and provisions of this Declaration and the Master Declaration. The Board may adopt regulations requiring the use of a lease form or addendum approved by the Board for this purpose and establish minimum requirements for leases including, without limitation, minimum lease terms and rules requiring that an entire Improved Townhouse Lot be leased instead of a portion thereof. The provisions of this Section shall not apply to the Declarant or to any mortgagee who comes into possession of the Improved Townhouse Lot by reason of any remedies provided by law or in any mortgage, or as a result of foreclosure or judicial sale, or as a result of any proceeding, arrangement, or deed in lieu of foreclosure. Each Townhouse may exhibit only (1) sign (a "FOR SALE" or "FOR RENT" sign) in a window. The sign shall not be larger than 18" X 24". Lead-in signs are not permitted. Any request for an exception must be submitted in writing to, and approved by, the Architectural Review Board.

Section 8. Board as Agent. The Board is hereby irrevocably appointed as the agent for each Owner of a Townhouse Lot and for each mortgagee of a Townhouse Lot to adjust all claims arising under any insurance policy or policies purchased by the Board, provided, however, that no adjustment shall be deemed binding until concurred in by any mortgagee affected thereby.

Section 9. Insurance Trustee. The Board may from time to time designate as an insurance trustee, a bank, trust company, savings and loan association, insurance company, or any financial institution to discharge the duties and responsibilities of the Board and the Association relating to insurance proceeds. The Board shall pay the fees and disbursements of any insurance trustee and such fees and disbursements shall constitute a common expense of the Owners to be included as part of the annual assessment provided in Article IV hereof.

BK 4542 PG 0544

Section 10. Maintenance of Townhouse Lots. Each Owner shall maintain his Townhouse Lot, the Townhouse thereon and any other improvements thereon in a manner consistent with the standards adopted by the Board of Directors unless such maintenance responsibility is otherwise assumed by or assigned to the Townhouse Association or the Master Association. In addition to other enforcement rights available to the Townhouse Association or the Master Association, if an Owner fails to perform his maintenance responsibility, the Townhouse Association may perform such maintenance responsibilities and assess all costs thereof against the Townhouse Lot and the Owner in accordance with Article IV, Sections 1 and 4, of this Townhouse Declaration, as applicable. The Townhouse Association shall afford the Owner at least ten (10) days notice and opportunity to cure the problem prior to taking action under this Section, except when entry is required due to an emergency situation.

#### ARTICLE IX MASTER DECLARATION

Section 1. Applicability of Master Declaration. Title to the Townhouse Property (including the Townhouse Lots and Townhouse Common Area) shall be and is hereby made subject to the Master Declaration. This Townhouse Declaration shall be deemed a "Supplemental Declaration" as defined in the Master Declaration. The Master Declaration imposes a comprehensive scheme of restrictions upon all property in West Broad Village, including the Townhouse Property, which restrictions include architectural controls and building standards designed to ensure a uniform high quality of construction and aesthetic appearance. The Master Declaration has created an architectural control authority (defined therein and referred to herein as the Architectural Review Board), approval from which is required for all building, exterior design and landscaping plans. The Master Declaration creates an association (the "West Broad Village Master Association, Inc., defined herein as the "Master Association") to govern West Broad Village and to maintain and operate the Common Areas (as defined in the Master Declaration). All Owners shall be Members of the Master Association as set forth in the Master Declaration.

Section 2. Assessment by the Master Association. The Master Association has the authority to enforce the provisions of the Master Declaration and to impose assessments on all owners of property within West Broad Village (including the owners of the Townhouse Lots) for the purpose of maintaining and operating the Common Areas of West Broad Village. The payment of assessments shall be secured by a lien on every Townhouse Lot. The lien of the Master Association for such assessments shall be subordinate only to the liens for real estate taxes and the liens of first mortgages on Townhouse Lots. The assessment imposed by the Townhouse Association with respect to common expenses shall be subject and subordinate to the lien in favor of the Master Association for Assessments imposed by the Master Declaration.

#### ARTICLE X ENFORCEMENT

Section 1. Enforcement. Declarant, the Townhouse Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions,

BK 4542 PG 0545

covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Townhouse Declaration. If, in any litigation for the enforcement of these covenants, conditions and restrictions, the Declarant, the Townhouse Association or any Owner bringing suit prevails, such Owner shall be entitled to be reimbursed for reasonable attorney's fees incurred in seeking such enforcement. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Invalidation. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

### ARTICLE XI TERM AND AMENDMENT

Section 1. Term. The covenants and restrictions of this Townhouse Declaration shall run with the land and bind the Townhouse Property and be in full force and effect in perpetuity unless amended as provided above or terminated as hereinafter provided. The Townhouse Association may terminate this Townhouse Declaration only with the approval of Members entitled to cast at least seventy-five percent of the total number of votes. The termination shall be certified by the President as to compliance with the procedures set forth in this Article, signed and acknowledged by the President and Secretary of the Townhouse Association and recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia.

Section 2. Amendment. This Townhouse Declaration may be amended by an instrument approved by a vote of two-thirds (2/3) of the votes of the Class A Members and the Class B Member (if existing) present, in person or by proxy, at a meeting duly called at which a quorum is present, in person or by proxy; provided, however, that no approval of any Owners shall be required to effect the annexation of Additional Land by Declarant pursuant to Article XII. Any amendment must be recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia and must either be signed by the requisite number of Owners or have appended to it an acknowledged certificate of the secretary of the Townhouse Association that the Amendment has been approved as required hereby.

### ARTICLE XII GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision which shall remain in full force and effect.

Section 2. Staged Development. During the Declarant Control Period, Declarant may unilaterally submit any portion of the Additional Land to this Townhouse Declaration to develop additional residences and common areas by recordation of a Declaration of Annexation executed by the Declarant and recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia. During and after the Declarant Control Period, other land may be submitted to this Townhouse Declaration for development if approved by no less than a vote of two-thirds

BK 4542 PG 0546

(2/3) of the votes of the Class A Members and the Class B Member (if existing) present, in person or by proxy at a duly-called meeting of the Townhouse Association at which a quorum is present. Any additional Townhouse Lots shall be subject to assessment from the later to occur of (i) the date annexed or (ii) the date services are provided by the Townhouse Association to such additional Townhouse Lots or any additional Common Area annexed with such Townhouse Lots, in accordance with the provisions of this Townhouse Declaration. The Declarant expressly disclaims any warranty that it shall annex any portion of the Additional Land or otherwise develop any portion of the Additional Land as residential Townhouses for sale.

ARTICLE XIII  
RIGHTS OF FIRST MORTGAGEES

Section 1. Anything contained in this Townhouse Declaration, the Articles or the the Bylaws to the contrary notwithstanding and so long as there remains outstanding any Mortgage on any Townhouse Lot or participating interest in such a Mortgage which was purchased by the Federal Home Loan Mortgage Corporation (FHLMC) or FNMA, the Declarant and the Association, for itself and each Owner, hereby agree that the properties shall be bound by the following covenants, conditions and restrictions.

(a) Notice of Default, Casualty or Condemnation. Upon request, a first Mortgagee of any Townhouse Lot shall be entitled to timely written notice of:

(1) any condemnation or casualty loss that affects either a material portion of the Common Area or the Townhouse Lot securing its Mortgage;

(2) any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of the Townhouse Lot on which it holds the Mortgage;

(3) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(4) any proposed action that requires the consent of a specified percentage of eligible Mortgage holders.

(b) No Right of First Refusal. Any first Mortgagee who comes into possession of a Townhouse Lot pursuant to the remedies provided in the Mortgage, or foreclosure of the Mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal."

(c) Foreclosure. Any first Mortgagee who comes into possession of a Townhouse Lot pursuant to the remedies provided in the Mortgage, foreclosure of a Mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid Assessments or charges resulting from reallocation of such Assessments or charges to all Townhouse Lots including the mortgaged Townhouse Lot.

BK4542PG0547

(d) Mortgagee's Approvals. Without the written approval of seventy-five percent (75%) of the first Mortgagees (based upon one vote for each Mortgage) of each Townhouse Lot, the Association shall not be entitled to:

(1) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Association; provided, however, that the granting of easements for utilities or for other purposes consistent with the intended use of the Land shall not be deemed a transfer within the meaning of this clause;

(2) change the method of determining the obligations, Assessments, dues or other charges which may be levied against each Townhouse Lot and the Owners;

(3) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design;

(4) fail to maintain fire insurance with extended coverage on any insurable permanent structures or improvements erected on the Common Area in an amount not less than one hundred percent (100%) of the current replacement cost;

(5) apply the proceeds from such fire and hazard insurance for other than the repair, replacement or reconstruction of improvements and structures located on the Common Area.

(e) Examination of Books and Records. Upon request first Mortgagees shall have the right to examine the books and records of the Association.

(f) Payment of Taxes and Insurance. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area or any common property and may pay overdue premiums on the fire and hazard insurance policies for such property, or secure new insurance coverage on the lapse of such a policy, and first Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

[Signatures to Follow]



BK 4542PG0549

WEST BROAD VILLAGE II, LLC, a Florida limited liability company

By: WBV Holdings II, Inc., a Florida corporation, its Managing Member

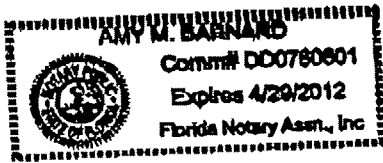
By: \_\_\_\_\_ (SEAL)  
Name: Charles Whittall  
Title: President

STATE OF Florida )  
COUNTY OF Orange ) ss:

I HEREBY CERTIFY that on the 2<sup>nd</sup> day of June, 2008, before the subscriber, a Notary Public in and for the above jurisdiction, personally appeared Charles Whittall who has satisfactorily been proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the President of WBV Holdings II, Inc., the managing member of West Broad Village II, LLC, a Florida limited liability company, that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

[Signature]



My commission expires: 4/29/2012

Registration Number: DD0780601

BK 4542PG0550

## Exhibit "A"

## Townhouse Property

ALL those certain lots, pieces or parcels of land, with improvements thereon and appurtenances thereunto, lying and being in the Three Chopt Magisterial District, Henrico County, Virginia, and designated as PARCEL 'G', on that certain plat of survey prepared by Timmons Group, entitled "COMPILED PLAT (NOT A BOUNDARY SURVEY) SHOWING 8 PARCELS OF LAND LYING SOUTH OF WEST BROAD STREET ~ U.S. ROUTE 250", dated July 24, 2007, a copy of which is attached to and recorded with that certain Warranty Deed of Partition by and between West Broad Village, LLC, a Florida limited liability company, and West Broad Village II, LLC, a Florida limited liability company, as Grantors and Grantees, and dated August 8, 2007, and recorded in the Clerk's Office, Circuit Court, Henrico County, Virginia, in Book 4392 at Page 1495, and to which plat reference is hereby made for a more particular description of the said property.

BEING a portion of the same real property conveyed to West Broad Village, LLC, a Florida limited liability company and West Broad Village II, LLC, a Florida limited liability company, by that Warranty Deed of Partition by and between West Broad Village, LLC, a Florida limited liability company, and West Broad Village II, LLC, a Florida limited liability company, as Grantors and Grantees, and dated August 8, 2007, and recorded in the Clerk's Office, Circuit Court, Henrico County, Virginia, in Book 4392 at Page 1495.

BK 4542PG0551

Exhibit "B"

Additional Land

"Additional Land" shall include any real property other than the Townhouse Property, located within the Village, and upon which Townhouses are developed.