

FOUR SEASONS PATIO HOUSE SUBDIVISION

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

(Amended 11/17/05)

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Note: Sections of this document which relate to conditions no longer existing in the subdivision have been shaded for your reading convenience.

**FOUR SEASONS PATIO HOUSE SUBDIVISION
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by DALEY CRAIG, INCORPORATED, hereinafter referred to as the "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Albemarle County, Virginia, containing 31.96 acres, more or less, being a tract of land conveyed to it by Woodlake Corporation, by deed dated September 9, 1970, or record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 477, page 575, and

WHEREAS, the Declarant with Woodlake Corporation as part of an over-all planned community of 100 acres, as provided and permitted under Article 2, Section 7 of the Albemarle County Zoning Ordinance, is developing said tract of land of 31.96 acres in accordance therewith, said portion of said development having been set aside for patio houses and common areas associated with said patio houses, (other portion being conveyed for other purposes with their own common areas and separate covenants, conditions and restrictions), said area for patio houses and associated common area being a tract of 31.96 acres, more or less, as shown and described on four plats of William S. Roudabush, Jr., and Associates, copies of which are attached hereto as a part of the Declaration. The first two of these plats consisting of pages (1) and (2) of said attachments show the subdivision of and the easements related to Blocks AA-CC and both plats are dated July 1970. The remaining two plats consisting of pages (3) and (4) of said attachments show the subdivision of and easements related to Blocks DD-MM and both of these plats are dated August 28, 1970.

WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions and restrictions and reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.



ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Four Seasons Patio House Association, Inc., its successor and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of Four Seasons Subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Daley Craig, Incorporated, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Family" shall mean (a) an individual, or (b) two

or more persons related by blood, marriage, adoption, guardianship, or duly-authorized custodial relationship, or (c) any two unrelated persons and the children related to either of them, or (d) a group of not more than 3 unrelated persons, living together as a single housekeeping unit in a dwelling or dwelling unit.
(am.11/17/05)

Section 9. **◆Single Housekeeping Unit◆** shall mean that the occupants have a family-like structure, and/or a sharing of responsibility associated with the household such as equitable rent, use of space, etc. This definition is intended to exclude (a) any group whose association is temporary or seasonal in nature, such as a group of college students sharing a house, and (b) any group providing a framework for transients or transient living. (am. 11/17/05)



ARTICLE II

CONVEYANCE OF COMMON AREAS

Prior to the sale of any patio houses by the Declarant, the Declarant will deed to Four Seasons Patio House Association, Inc., all of that area shown on the plat attached hereto as common area, (the common area shall be deemed to include all parking areas), which common areas shall be used by the members of said Association as hereinafter set forth for their benefit and enjoyment, as provided in this Declaration.



ARTICLE III

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. The restrictions contained in the Declaration of Covenants, Conditions and Restrictions as well as all of the rules, regulations and controls therein provided may be applied to such future land as may be platted by the Declarant, or his assigns, within ten years from date of recording these covenants, so long as said land is either a portion of the remaining properties originally conveyed to Woodlake Corporation by deed of Robert H. Blodinger, Trustee, dated April 17, 1969, of record in the Clerk's Office of the Circuit

Court of Albemarle County, Virginia, in Deed Book 457, page 25, or is adjoining any of said property conveyed to Woodlake Corporation by the aforesaid deed, or adjoining adjacent land subsequently acquired, and the application of these restrictions to said adjoining land or portion of land conveyed to Woodlake Corporation by Robert H. Blodinger, Trustee, shall commence upon the election of the Declarant or its assigns, without the assent of the Class A members; provided however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the association and the Declarant, the development of the additional lands must have the assent of two-thirds of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purposes of the meeting at this meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting; no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. However, these restrictions and covenants and controls shall not apply to any such land as the Declarant shall hereinafter plat and record, unless designated by the Declarant to apply, subject to the above, by re-recording these covenants with the subdivision plat of said land or thereafter with reference thereto, or by incorporating these covenants by specific reference thereto.

Section 2. Any property outside of the bounds of the tract conveyed by deed of Robert H. Blodinger, Trustee, dated April 17, 1969, of record in

the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 457, page 25, as aforesaid, or not adjoining adjacent land subsequently acquired, may be annexed as a part of this subdivision, and subject to the covenants and regulations and rules herein, but the annexation of such additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, with written notice being provided to the membership not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of all of the votes of the Class A membership. If the required quorum is not forthcoming at this subsequent meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 3. There shall be no annexations whether under Section 1 or 2 above after January 1, 1979.



ARTICLE IV

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.



ARTICLE V

VOTING RIGHTS

Section 1. The association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on a section by section basis at such time that more than seventy-five percent (75%) of the Lots in that section have been sold by the Declarant to individual purchasers, provided that the Declarant shall retain his Class B membership as to other sections where less than seventy-five percent (75%) of the Lots have been sold to individual purchasers. In any event any remaining Class B membership as to all sections shall cease and terminate and be converted to Class A membership on January 1, 1980.



ARTICLE VI

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following

provisions:

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid;
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the **Class A and B** membership, *if any*, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 10 days nor more than 60 days in advance; and
- (f) the right of the individual owners to the exclusive use of parking spaces as provided in this Article. [am. April 23, 1971]

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the regular use of not more than two (2) automobile parking spaces, which spaces shall be located inside of the garage constructed on the lot of an owner; provided however, that the owner of any three (3) car garage shall be entitled to a third parking space.

Section 4. Utility Easements. The Association by normal corporate action may convey and grant any utility easements.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessments is made in the manner as hereinafter provided, and subject to prior liens upon the property as hereinafter provided. Each such assessment, together with such 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 assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the general purpose of maintaining minimum standards of appearance and conduct equally for the welfare of all Owners. Pursuant to this general purpose, in the event that said Owner fails to maintain Properties at the minimum standards of the subdivision as published by the Directors, the Association may maintain said Properties and charge the owner for said maintenance, which charge shall become a lien as the assessment hereinafter provided. In the event that any such need for maintenance or repair is caused by the willful or negligent act of the owner, his family, or guests, or invitees, as determined by the Directors the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. The Association shall use such

assessments and levies for the general purpose stated above, and in addition thereto shall provide the following:

- (a) The Association shall provide grass cutting for the common areas, television cable service, security and a trash removal service for the individual Owner so long as assessments permit.
- (b) The Association shall provide Other Services as desired by Owners when economical and when charges for such services can be levied individually on the Owner receiving such service. Costs for Other Services shall be added to and become part of the assessment to which such Lot is subject. [am. December 16, 1974]

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Twenty Dollars (\$20.00) per month per improved Lot (improved by completed structure), and the assessment on unimproved lots shall be ten percent (10%) of the assessment on improved lots.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased up to five percent (5%) per year effective January 1 of each year without a vote of the membership, by the Board of Directors of the Association, which Board may fix such annual increase up to the maximum of five percent (5%) after due consideration of current maintenance costs and needs of the Association.
- (b) Any increase requested by the Board of Directors in the usual monthly assessments above the annual five percent (5%) increase must be approved by a two-thirds (2/3) vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments of 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 purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital

improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes *of each class* of members who are voting in person or by proxy at a meeting 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 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes *of each class* of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all improved Lots as a class and all unimproved Lots as a class, and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Unless otherwise established by the Board of Directors, the annual assessments shall be due in twelve (12) equal installments on the first day of each month, unless other due dates are established by the Board of Directors, and the annual assessment shall be prorated where sale is made between the annual January 1 assessment dates. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such

certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. **Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum interest rate provided by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. **Lien for Payment of Assessments and Subordination of Lien to First and Second Mortgages.** There shall be a continuing lien upon each of the individual Lots herein, in order to secure the payment of any of the assessments provided under this Declaration, but such lien shall be at all times subject and subordinate to any first or second mortgages or deed of trust placed on the property at any time. However, at such time as the Association places to record a notice of delinquency as to any particular Lot on a form prescribed by the Board of Directors, then, from time of recordation of said notice the lien of such delinquent assessments in the amount stated in such notice shall from that time become a lien prior to any first or second mortgages or deeds of trust placed of record subsequent to the date of said filing of notice in the same manner as the lien of a docketed judgment in the State of Virginia. The lien of the assessments provided for herein, whether or not notice has been placed of record as above provided, may be foreclosed by a Bill in Equity in the same manner as provided for the foreclosure of mortgages, vendor's liens, and liens of similar nature. A statement from the Association showing the balance due on any assessment shall be *prima facie* proof of the current assessment balance and delinquency, if any, due on a particular lot.

Section 10. **Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by

a local public authority;
(b) the Common Area; and
(c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.



ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. *Except as provided in Section 2 of this Article, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until 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 Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to and received by it, approval will not be required and this Article will be deemed to have been fully complied with.*

Section 2. *All construction by the Declarant, its successors and assigns after October 9, 1975 shall be governed by an agreement of that date between Daley Craig, Incorporated and Woodlake Corporation, parties of the first part, and the Four Seasons Patio House Association, Inc., party of the second part, of record in the Clerk's Office of the Circuit Court of Albemarle County in Deed Book 485, Page 100. Any instance not covered by such agreement shall be governed by and subject to this Declaration of Covenants, Conditions and Restrictions, as hereby amended.*
[am. October 9, 1975]



ARTICLE IX

USE RESTRICTIONS

Section 1. Limitation on Use of Lots and Common Area. The Lots and Common Area shall be occupied and used as follows:

- (a) No owner shall occupy or use his Lot, or permit the same or any part thereof to be occupied or used for any purpose other than as a private single-family residence (see Article 1, Sections 8 and 9).
(am. 11/17/05)
- (b) There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior consent of the Association.
- (c) Nothing shall be done or kept in any Lot or in the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Lot or in the Common Area which will result in the cancellation of insurance on any Lot or any part of the Common Area, or which would be in violation of any law. No waste shall be committed in the Common Area.
- (d) No sign of any kind shall be displayed to the public view on or from any Lot or the Common Area, without the prior consent of the Association.
- (e) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Lot or in the Common Area, except that dogs, cats or other household pets may be kept in Lots, subject to rules and regulations adopted by the Association.
- (f) No noxious or offensive activity shall be carried on in any Lot or in the Common Area, nor shall anything be done therein which may be or become any annoyance or nuisance to the other Owners.
- (g) Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Association.
- (h) There shall be no violation of rules for the use of the Common Area adopted by the Association and furnished in writing to the Owners, and the Association is authorized to adopt such rules.
- (i) No radio, television, or other types of antennae shall be maintained on any

individual patio house units above the roof-eave line without the written consent of the Association.

(j) Easements. The lots conveyed, in addition to any recorded utility easements, shall be subject to the following: In cases where electric, telephone, or television antenna distribution lines or appurtenances including boosters are located in any building for the purpose of serving adjoining or adjacent buildings, the conveyance of any Lot and building through which said lines run shall be subject to the use by others of said lines and appurtenances in the adjoining or adjacent buildings, together with the right of said other users or the Association to maintain said lines and appurtenances.

(k) *However, during that period before the initial sale of all lots has been completed, buildings constructed on Lots 4, 5, 6 and 7, Block BB, and Lot 5, Block AA, may be used by the Declarant for storage and purposes of display. During the same period, Lots 8, 9, 10 and 11, Block BB, while these lots are vacant, may be used by Declarant for purposes of providing a playground and parking area. Parcel A, which is shown adjacent to Block AA on page one (1) of the attached plats, notwithstanding language to the contrary shown on the same plat, may be used for residential purposes as well as for sales and office purposes of the Declarant.*

(l) Each Lot and its Owner within the properties is hereby declared to have an easement and the same is hereby granted by Declarant, over each adjoining Lot and/or the Common Area, as the case may be, for overhanging roofs and eaves and the maintenance thereof.

Section 2. Entry for Repairs. The Association or its agents may enter any Lot or residence thereon when necessary in connection with any maintenance, landscaping or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association out of the common expense fund.



ARTICLE X

INSURANCE

The individual lot owner shall have the right to purchase his own fire insurance and in the event that he fails to purchase fire insurance in an amount satisfactory to the Association, then the Association shall have the right to purchase insurance for all Lots and residences thereon in amounts and coverages satisfactory to the Association, but such policies whether purchased by the Association or individual owners shall be paid for by the individual owners, either directly or to the Association, as the Association may designate on a prorata basis. The premium for said insurance if unpaid shall become a lien upon the individual Lot in the same manner as provided for the annual and special assessments. Should individual Lot owners request more than the minimum coverage required by the Association, then the Association, if purchasing the fire insurance, shall order this additional coverage for the individual owners to be paid for by him at time of purchase. The provisions of this article shall not apply to any property acquired by FHA or VA as a result of their mortgage insurance programs.



ARTICLE XI

GENERAL PROVISIONS

Section 1. **Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner 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. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall not, in any manner, affect any other provisions which shall remain in full force and effect.

Section 3. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land,

and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 8th day of March, 1971.

DALEY CRAIG, INCORPORATED

By: _____
President
(S E A L)

Attest:

104 signed and notarized ballots approving the amendments to this Declaration of
Covenants accepted by the unanimous vote of the Board of Directors of
the Four
Seasons Patio House Association, Inc. at its November 17, 2005
meeting.

(Notary Public)
Directors

Donna Schoeny, President, Board of
Four Seasons Patio House Association,
Inc.

(Date of Expiration)

(Date signed and notarized)

