

SECOND AMENDMENT AND RESTATEMENT OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PARKWAY PLACE HOMEOWNERS ASSOCIATION, INC.

This Second Amendment and Restatement of the Declaration of Covenants, Conditions and Restrictions of Parkway Place Homeowners Association, Inc., a non-profit, non-stock corporation organized under the laws of the Commonwealth of Virginia, (the "Association") is adopted pursuant to the power reserved by the Association members in Article 13 of its original Declaration. Nothing in this Amendment and Restatement is intended to, or should be construed to impair rights, priorities, remedies or interest of any Mortgagee.

The Amended and Restated Declaration of Covenants, Conditions and Restrictions is hereby Amended and Restated in its entirety to read as follows:

DECLARATION

NOW, THEREFORE, it is hereby declared that the Property shown on Exhibit A attached to the original Declaration is, and shall be held, transferred, sold, conveyed, occupied and used subject to the provisions of the Restrictions hereinafter set forth, for and during the period of time hereinafter specified.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration or any supplement hereto (unless the context shall prohibit), shall have the following meanings:

- 1.1 "Additional or Expandable Land" shall mean and refer to those tracts or parcels of land added to the Property pursuant to Paragraph 3.1, hereof.
- 1.2 [Intentionally Deleted]
- 1.3 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, as amended from time to time.
- 1.4 "Assessment" shall mean and refer to a Member's share of the Common Expenses from time to time assessed against a Member by the Association in the manner herein provided.
- 1.5 "Association" shall mean and refer to the Parkway Place Homeowners' Association, Inc., its successors and assigns.
- 1.6 "Association Property" shall mean and refer to the real property owned by or acquired in the future by the Association.

- 1.7 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- 1.8 "Common Areas" shall mean all portions of the Property designed for the use, enjoyment, and access of all Members.
- 1.9 "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association including, but not limited to, all Common Expenses of the Association, including common grounds, maintenance, electricity, management fees, legal fees, taxes, insurance and administrative costs, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of the Declaration.
- 1.10 "Common Maintenance Areas" shall mean the areas to be maintained by the Association, which shall include all Association Property, and the following items relating to all Lots: mowing and lawn treatment up to the rear bank of each Lot; snow removal from driveways and sidewalks; mailboxes, painting of the trim, doors, shutters and garage doors of homes, as appropriate; and mulching, trimming and pruning the area in front of the homes. No other maintenance of exterior structures is included, including repair of structural failure, except as expressly provided herein. "Common Maintenance Areas" shall not include natural areas left by the Developer behind the homes on any Lot. All other maintenance and repair on any Lot shall be the sole obligation of the Lot Owner.
- 1.11 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Parkway Place, as the same now exists or may be hereafter amended.
- 1.12 "Developer" shall mean and refer to Strauss Construction Corporation, a Virginia Corporation, and any successors or assigns.
- 1.13 "Lot" or "Lots" shall mean any or all of the subdivided real property parcels for residential dwelling purposes created at once or in one or more phases from the Property or Expandable Land, including the dwellings and other improvements located thereon. In the event a single residence is constructed on two lots, the two lots shall be considered to be one Lot for all purposes herein, regardless of whether the two lots remain as is or one lot is created by the vacation of the common lot line.
- 1.14 "Member" shall mean and refer to all those Lot Owners who are members of the Association as provided in Paragraphs 1.17 and 2.1 of this Declaration.
- 1.15 "Mortgage" shall mean and refer to any mortgage, deed of trust or similar instrument encumbering a Lot as security for the performance of any obligation.
- 1.16 "Occupant" shall mean and refer to any person, including, without limitation, any guest, invitee, tenant, lessee or family member of a Member, occupying or otherwise using or visiting a Lot.

1.17 "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.

1.18 "Property" shall mean and refer to the real property described in Exhibit "A" attached to the original Declaration and all subsequent additions thereto brought under the regime of this Declaration.

1.19 "Review Committee" shall refer to the Architectural Review Board, as more particularly provided for in Article 6.

ARTICLE 2 MEMBERSHIP AND VOTING RIGHTS

2.1 Every Lot Owner shall be a Member of the Association, provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member, unless and until such person or entity has succeeded to such Owner's interest by enforcement of such security interest. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2.2 Effective upon the resignation of the Developer from the Board, the Association shall have one class of voting membership, which shall consist of all Lot Owners (with the exception of the Developer) who shall each be entitled to one (1) vote for each Lot. When more than one person holds an interest in any Lot, all 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 (1) vote be cast with respect to any Lot.

ARTICLE 3 PROPERTY SUBJECT TO THIS DECLARATION

3.1 Description- The real property subject to this Declaration is all that property located in Roanoke County, Virginia, as described in Exhibit "A" attached to the original Declaration.

3.2. Effect of Expansion. In the event that any additional or expandable lands are incorporated as a part of the Property, such additional or expandable lands shall be considered within the definitions herein recited for all purposes of this Declaration and all voting of the membership of the Association shall include Members in expandable lands, and all voting by the Members hereunder, shall be aggregated, it being intended that any voting requirements need not be fulfilled separately for the real property described in expandable lands.

ARTICLE 4 PROPERTY RIGHTS IN THE COMMON AREAS

4.1 Owner's Easements of Enjoyment. Subject to the provisions of Paragraph 4.4, every

Member shall have a right and easement of enjoyment in and to the Association Property and such easement shall be appurtenant to and shall pass with the title to every Lot.

4.2 Extent of Members' Easements. The right and easements of enjoyment created hereby shall be subject to the following:

4.2.1 The rights of the Developer (so long as Developer owns any lot) and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Association Property and Common Maintenance Areas for the installation, relocation, replacement, maintenance and inspection of the lines and appurtenances for public or private water, public sewer, drainage, gas, electricity, telephone and other utilities even after title has passed to a Lot Owner; and

4.2.2 The right of the Association to adopt rules and regulations governing the use by the Members of the Association Property.

4.2.3 The right of the Developer to locate at any point within the Public Utility Easement ("PUE") which runs across the front of each lot, gas and/or electric street lights together with the right to enter upon said PUE for the purpose of installing, repairing, maintaining, relocating, and removing such street lights.

4.2.4 Delegation of Use. Any Member may delegate his rights of enjoyment of the Association Property and facilities to the members of his family, tenants or contract purchaser (and members of the family of any tenant or contract purchaser) who reside on the Property or to such other persons as may be permitted by the Association.

4.3 Obligations of the Association. The Association shall:

4.3.1 Operate and maintain, for the use and benefit of all Members of the Association, all Association Property, easements and facilities and all Common Maintenance Areas, including all storm water detention facilities and the drainage easements conveyed, whether these easements and facilities are on-site or off-site and serving this community.

4.3.2 Maintain, reseed, and mow the grass and replace all dead or destroyed landscaping in the Association Property and Common Maintenance Areas (including traffic islands in Parkway Place Drive).

4.3.3 Maintain and operate the Association Property and Common Maintenance Areas.

4.3.4 Hire a professional manager to perform all functions of operation and management of the Association Property and Common Maintenance Areas on behalf of the Association.

4.3.5 Require any destroyed improvements on Association Property and

Common Maintenance Areas and any landscaping and decorative items to be reconstructed in the same architectural, engineering, design, including paint colors, and in the same manner as originally constructed.

4.3.6 Maintain those insurance policies as set forth in Article 8 of this Declaration.

4.3.7 Maintain the entrance signage.

4.4 Access Easements. There are hereby established the following ingress/egress easements:

4.4.1 An ingress/egress easement over Lot 22, Section 2, Parkway Place, for the benefit of Lot 21, Section 2, Parkway Place, Plat Book 20, page 117, as shown on that plat prepared by Lumsden Associates, P.C., dated August 3, 1998, attached hereto and made a part hereof.

4.4.2 An ingress/egress easement over Lot 29, Section 2, Parkway Place, for the benefit of Lot 28, Section 2, Parkway Place, Plat Book 20, page 117, as shown on that plat prepared by Lumsden Associates, P.C., dated August 3, 1998, attached hereto and made a part hereof.

4.4.3 An ingress/egress easement over Lot 18, Section 2, Parkway Place, for the benefit of Lot 17, Section 2, Parkway Place, Plat Book 20, page 117, as shown on that plat prepared by Lumsden Associates, P.C., dated August 3, 1998, attached hereto and made a part hereof.

4.4.4 An ingress/egress easement over Lot 30, Section 2, Parkway Place, for the benefit of Lot 29, Section 2, Parkway Place, Plat Book 20, page 117, as shown on that plat prepared by Lumsden Associates, P.C., dated August 7, 1998, attached hereto and made a part hereof.

The ingress/egress easements hereinabove set out shall be for the use and benefit of the lots as set forth above. The obligation for maintenance of said easement areas shall be the same as for other common area properties within the Association.

ARTICLE 5 COVENANT FOR MAINTENANCE ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Member, hereby covenants, and each Lot Owner, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or other transfer document, is deemed to covenant and agree to pay to the Association:

5.1.1 Annual Assessments or charges; and

5.1.2 Special Assessments for capital improvements and operating, repair and replacement reserve funds, with such Assessments to be fixed, established and collected as hereinafter provided.

5.1.3 An initial assessment fee of \$150.00 upon purchase of a Lot as a contribution to the operating capital.

The annual and special Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner at the time the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to the Member's successors in title (other than as a lien on the land) unless expressly assumed by them.

5.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members and in particular for the maintenance of the Association Property and Common Maintenance Areas and for services and facilities devoted to this purpose and related to the use and enjoyment of the Association Property and Common Maintenance Areas, including, but not limited to, the payment of taxes and insurance thereon and repair and replacement, for the cost of labor, equipment, materials, management and supervision thereof, and for operating reserve funds, and reserve funds for repair and replacement of the Association Property and Common Maintenance Areas and facilities thereon.

5.3 Basis and Maximum of Annual Assessments' Variable Rate Assessment. The initial payment of \$150.00, in addition to all Assessments, shall be payable by the initial Owner other than the Developer, at the closing of the sale of each Lot. Commencing with the conveyance of the first Lot from the Developer to an Owner and until changed by the Board as herein provided, the annual Assessment imposed upon each Member of the Association shall be at a rate determined by the Board of the Association. The annual Assessment may be collected monthly or quarterly as the Association may determine and may be increased as hereinafter provided in Paragraph 5.4.

5.3.1 Change in Annual Assessments. The Board of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual Assessment for any year in an amount below the maximum annual Assessment set forth in Paragraph 5.3, as the same may be increased pursuant to Paragraph 5.4, provided that it shall be an affirmative obligation of the Association and its Board to fix such Assessments at an amount sufficient to maintain and operate the Association Property and facilities and to provide reserves for the operating, repair and replacement of the Association Property and facilities.

5.3.2 Change in Maximum of Annual Assessments. The Board of the Association may, without a vote of the Members of the Association, prospectively increase the maximum of the annual Assessments (fixed by Paragraph 5.3.1) to an amount which is no greater than twenty-five per cent (25%) above the total amount of the previous fiscal year's annual Assessments. The Association may prospectively increase the maximum of the Assessments above the amount permitted pursuant to the preceding sentence, provided that any such change shall have the consent of a majority of Members voting, who are voting in person or by proxy, at a meeting duly called for this purpose.

5.3.3 Variable Assessment Rate. Because of different maintenance requirements on the Lots within Parkway Place, the Board shall establish variable Assessments for the Lots. The

Board may make additional Assessments on any Lot or Lots, or decrease the Assessment on any Lot or Lots, which require more or less maintenance, as the case may be. Factors that will be considered in making this determination will be the size of the structure, the type of material on the exterior of the structure, the frequency and time required for maintenance of the Lot including the exterior structure and the quantity of materials necessary to address the foregoing needs of the Lot or Lots.

5.4 Determination of Annual Assessments.

5.4.1 Fiscal Year. The fiscal year of the Association shall consist of the twelve-month period commencing on January 1 of each year and terminating on December 31 of that year.

5.4.2 Preparation and Approval of Budget. Each year on or before October 31, the Board shall adopt a budget containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the improvements, and the cost of wages, materials, insurance premiums, services, supplies and other expenses and the rendering to the members of all related services. Such budget shall also include such reasonable amounts as the Board considers necessary to provide working capital, a general operating reserve, and funds for contingencies and replacements. On or before December 15 preceding the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget, in a reasonably itemized form which sets forth the amount of the common expenses payable by each Member. The said budget shall constitute the basis for determining each Member's Assessment as hereinbefore provided.

5.4.3 General Operations and Reserves. The Board shall build up and maintain adequate funds for general operations and contingencies, and an adequate capital reserve for replacement of all facilities on the Association Property and Common Maintenance Areas, which shall be collected as part of the annual Assessment as hereinbefore provided. All funds accumulated for reserves shall be kept in a separate bank account, segregated from the general operating funds. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against general operations funds and then against capital reserves. If the funds for general operations or capital reserves are inadequate for any reason, including non-payment of any Owner's Assessment, the Board may at any time levy an additional Assessment in accordance with the provisions hereof, and which may be payable in a lump sum or in installments, as the Board may determine. In the event there is a balance of general operating funds at the end of any fiscal year and the Board determines the Association may lose its tax exempt status due to such balance, the balance shall be returned on a proportional basis to all Members who are current in the payment of all Assessments due to the Association,

5.4.4 Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of a Member's obligation to pay his Assessment as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Member shall continue to pay the Assessment at the then

existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

5.4.5 Accounts. Except as otherwise provided, all sums collected by the Board with respect to Assessments against the Members may be commingled into a single fund.

5.5 Special Assessments for Capital Improvements and Operating Reserves. In addition to the annual Assessments authorized by Paragraph 5.3, the Association may levy in any assessment year a special Assessment (which must be fixed at one uniform rate for each Lot) applicable to that year only, for the purpose of defraying in whole or in part, the cost of any reconstruction, repair or replacement of a capital improvement upon the Association Property and Common Maintenance Areas, including the necessary fixtures and personal property related thereto, and for operating the Association Property and Common Maintenance Areas, for which a reserve fund does not exist or is not adequate, provided that any such Assessment shall have the assent of the majority of Members at a meeting duly called for such purpose in which a quorum is present.

5.6 Date of Commencement of Annual Assessments: Due Dates. The annual Assessments as to any Lot shall commence on the conveyance of such Lot from the Developer to an Owner and shall be due and payable thereafter on the first day of each calendar month thereafter. The due date of any special Assessment under Paragraph 5.5 hereof shall be fixed in the resolution authorizing such Assessment.

5.7 Duties of the Board. In the event of any change in the annual Assessment as set forth herein, the Board of the Association shall fix the date of commencement and the amount of the Assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be open to inspection by any Member. Written notice of the Assessment shall thereupon be sent to every Member subject thereto. The Association shall, upon demand at any time, furnish to any Member liable for said Assessment a statement in writing signed by an officer of the Association, setting forth whether said Assessment has been paid, or the amount of any unpaid Assessment. A reasonable charge may be made by the Association for the issuance of such statement. Such statement may be signed by any officer or the Managing Agent of the Association. Such statement shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

5.8 Non-Payment of Assessments; Remedies of Association. Any Assessment, or portion thereof, not paid when due shall be delinquent. If the same is not paid within ten (10) days after the due date, then a late charge of Twenty-five Dollars (\$25.00) or ten percent (10%) of the amount of each Assessment or installment thereof not paid when due, whichever is greater, shall also be due and payable to the Association. If any Assessment or portion thereof is delinquent for a period of more than ten (10) days, then if not paid within ten (10) days after written notice is given to the Member to make such payment, the entire unpaid balance of the Assessment for that year may be accelerated at the option of the Board and be declared due and payable in full, and legal proceedings may be instituted to enforce such lien. Such notice shall be sent by certified mail, or courier service (Federal Express, UPS, etc.) to the Member, both at the address of the

Lot and at any other address or addresses the Member may have designated to the Association in writing, specifying the amount of the Assessments then due and payable, together with authorized late charges and interest accrued thereon.

In addition, the Association may cause to be recorded among the land records of Roanoke County, Virginia, a memorandum of lien against the Lot and Owner thereof for all charges specified herein. Any Assessment or portion thereof, together with authorized late charges, not paid when due can, at the option of the Board, bear interest from the date of delinquency until paid at twelve percent (12%) per annum, or the maximum rate allowed by law, whichever is greater. If a Member is more than sixty (60) days delinquent, the Board may suspend the voting rights of the Member or the rights of the Member and his Occupants to use the recreational facilities, if any, of the Property during the period in which any Assessment or portion thereof remains unpaid and after at least ten (10) days written notice is given to the Member as aforesaid, and the Association may bring an action at law against the Member personally obligated to pay the same or foreclose its lien against such Member's Lot, in which events late charges, interest and costs of collection shall be included in such lien, with such costs of collection to include court costs, the expenses of sale, any expenses required for the protection and preservation of the Lot, and reasonable attorneys' fees. All payments on account shall be applied first to the aforesaid costs of collection, then to late charges, then to interest, and then to the Assessment lien first due. All late charges and interest collected shall be credited to the Common Expense fund. Each Member vests in the Board the right and power to bring all actions against him personally for the collection of such Assessments as a debt. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all Members. No Member may waive or otherwise escape liability for the Assessment provided for herein by non-use of the Lot, Common Maintenance Areas or Association Property.

5.9 Subordination of the Lien to First Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot by foreclosure of any first mortgage on the Lot, or any proceeding in lieu thereof, shall extinguish the lien of such Assessments (but not the personal obligation to pay) 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.

5.10 No Alienation of Lots. No Member shall be permitted to convey, mortgage, hypothecate, sell, lease, give, or devise his Lot unless and until he (or his personal representative) shall have paid in full to the Association all unpaid Assessments against his Lot, except as otherwise specifically provided herein. The Association shall promptly furnish to any Member (or his devisee or personal representative) requesting the same in writing pursuant to this Section, a recordable statement certifying whether or not such Member is then obligated for any outstanding Assessments previously levied against such Lot and the amount, if any, then outstanding. In the event that the Lot is subject to outstanding expenses previously levied against such Lot, the statement shall certify any waiver of, or failure or refusal to exercise, the right of the Association to prevent the disposition of such Lot, in all cases where the Association allows such disposition. Failure or refusal to furnish promptly such a statement in such circumstances

shall make the above-mentioned prohibition inapplicable to any such disposition of the Lot. Any such statement shall be binding on the Association and every Member.

5.11 Exempt Property. The following property which is subject to this Declaration shall be exempt from the Assessments, charges and liens created herein:

5.11.1 All Association Property; and

5.11.2 All Lots and tracts of real estate within the Property owned by the Developer.

5.12 Maintenance Program. The purchaser of Lot 17 of Section 2 of Parkway Place (Plat Book 20, Page 117) may elect, as hereinafter set out, to be excluded from the requirement that maintenance of his Lot and the exterior of his home shall be provided by the Homeowners Association. Said election shall not apply to the obligation of the Association to maintain any common costs within the community such as, but not limited to, signage, common lighting, maintenance of retention pond.

In the event the Owner of the aforesaid Lot advises the Association, in writing, of their intent to exclude maintenance of their yard and the exterior of their homes from the obligation of the Association, the individual Lot Owner so electing shall be responsible for all maintenance of their Lot and the exterior of their home. If any such Owner so elects, the Association shall adjust the Assessment due by said Owner to decrease their annual Assessment by an amount equal to that portion of the annual Assessment attributed to the maintenance of the exterior of the home and the yard maintenance. The Owner shall continue to be responsible for the remainder of the Assessment as established by the Association. The Association shall not be obligated to refund any Assessment previously paid.

5.12.1 Any individual Lot Owner desiring that their Lot be maintained by the Association may submit a request to the Board of Directors no later than July 31st of any year. After receipt of the request, such Lot shall be included in the Association maintenance program and subject to adjusted assessments as determined by the Board of Directors. The Association will then begin to provide scheduled maintenance on January 1st of the following year. Any future option to exclude the property from maintenance by the Association shall be forfeited.

5.12.2 Upon the sale of any Lot not subject to the above maintenance program, the subsequent Lot Owners may request inclusion in the Association maintenance program by notifying the Board of Directors in writing within thirty (30) days of settlement. The assessment adjustment for such Lot shall be determined by the Board of Directors.

ARTICLE 6 ARCHITECTURAL REVIEW AND CONTROL

6.1 Architectural Review.

6.1.1 Architectural Guidelines. Parkway Place has been planned to make it one of the most distinctive and unique communities in the Roanoke Valley. Only compatible architecture, design and landscape features will be approved in order to create a setting in which different architectural styles are blended in a way that overall property values will be protected.

To accomplish these goals, the Board of Directors shall have the power to adopt guidelines and protective covenants regarding the appearance of all Lots subject to this Declaration. The Architectural Review Committee set forth below shall enforce the provisions of such regulations.

6.1.2 The Review Committee: An Architectural Review Committee consisting of two (2) Association Members appointed by the Board of Directors and one (1) member of the Board of Directors elected by the Association Members shall review all plans and specifications for improvements to all Lots, and shall have authority to make decisions on all matters relating to architectural restrictions. The Architectural Review Committee member elected by the Association Members shall serve as the chairperson of the Architectural Review Committee. The Board of Directors shall have the right to immediately remove any committee member from such committee, with or without cause. The Board of Directors shall appoint a Member to fill any vacancy which occurs on this Committee. In the event there is a vacancy in the chairperson position, the Board shall appoint a Member of the Board of Directors to fill such position until an election is held by the Association Members to fill such vacancy.

ARTICLE 7 PROTECTIVE COVENANTS

7.1 Utility Easements. Each Owner shall have an easement in common with the Owners of all other Lots to use all pipes, wires, ducts, cables, conduits, public utility lines and other elements located on any of the other Lots and serving his Lot. Each Lot shall be subject to an easement in favor of the Owners of all other Lots to use the pipes, ducts, cables, wires, conduits and public utility lines of any nature.

7.2 Easement of Access – Association Property. Every Member and personnel of the Association shall have an easement of access over and across all Association Property and such easement shall be appurtenant to and pass with the title to every Lot. Any Member may delegate his right of access to the Association Property to the members of his family, tenants, or contract purchasers (and members of the family of any tenant or contract purchasers) who reside on the Property, or to such other persons as may be permitted by the Association.

7.3 Water Easement. The Association reserves the right to use water on any individual Lot for the purpose of watering in order to establish and maintain a lawn. This is regardless of whether or not the title to said Lot has already been conveyed, and use of said water shall be without cost or obligation. The Association agrees that water from any individual Lot will be used and intended primarily for that Lot, but it is acknowledged that in areas adjoining property lines that some of the water may also water portions of adjoining Lots and this is acceptable so long as the primary intent is to provide water to the Lot from which the water is taken. Once the lawn is established on the homeowner's Lot, the Owner shall be responsible for continuing to provide water in sufficient quantities to maintain the lawn. In the event that an Owner does not provide the necessary water in order to establish or maintain a lawn, the Association may enter the property and make use of the water on that Lot for purposes of repairing or reestablishing the lawn, and any costs associated with doing so shall be born solely by the Owner, and may be collected by the Association as a repair Assessment.

7.4 Easement of Access - Common Maintenance Areas. Personnel of the Association, the Managing Agent and its employees and contractors, shall have an easement of access over and across all Common Maintenance Areas. This easement, in addition to the purpose of access, shall also be for ingress and egress and for performing any and all tasks, obligations, and duties of the Developer, the Association, the Board, and the Managing Agent, including, but not limited to, maintenance, repairs, rebuilding, relocation of utility lines, grounds care, and replacement of components.

7.5 Residence Maintenance/Repair/Replacement Easement. There is hereby reserved a 5-foot wide easement for each Owner over each of the Adjoining Lots, when applicable, which easement shall run parallel to the "zero lot line" for each Lot, as more particularly shown on the recorded plat of "Parkway Place" (Plat Book 18, page 167) and any Additional or Expandable Land included within the Community. This easement is intended to include such additional area of the adjoining Lot as required for maintenance, repair or replacement by the Owner of the residence, walks, patios, decks or other improvements located on the Lot. Any such maintenance, repair or replacement must be with materials of quality and design, comparable to the original construction, so as to appear identical to the original construction. This easement shall also run in favor of the Developer so long as it owns any Lot and shall be appurtenant to each Lot. "Adjoining Lots" as used in this paragraph shall mean the Lots immediately adjacent to the zero lot line.

7.6 Encroachment. To the extent that an improvement located on any Lot encroaches on any other Lot or Association Property, either by reason of deviation from the subdivision plat of the Property or by reason of settling or shifting of any land or improvement, an easement for such encroachment shall exist. This easement shall include any retaining walls and driveways installed by the Developer which cross division lines between Lots. Each Lot and the Association Property shall be subject to an easement for encroachments created by construction and overhangs as designed or constructed by the Developer. A valid easement for said encroachments, and for the maintenance of same so long as they stand, shall and does exist. In the event that any building is partially or totally destroyed and then rebuilt, the owners of the Lot so affected agree that encroachments on parts of the adjoining Lots or Association Property due to construction shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist. A perpetual easement is hereby created on all Lots upon which common driveways and common parking areas are located, for the benefit of Owners and Occupants using said driveways and parking areas.

ARTICLE 8 INSURANCE

8.1 Authority to Purchase.

8.1.1 All insurance policies relating to the Association Property shall be purchased by the Board. Neither the Board nor the Managing Agent shall be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure, if such failure is due to the unavailability of such coverage from an insurance company having the

qualifications set forth in Paragraph 8.1.2.4 below, or if, in the opinion of the Board, such coverage is prohibitively expensive.

8.1.2 Each such policy shall provide that:

8.1.2.1 The insurer waives any right to claim by way of subrogation against the Association, the Board, the Managing Agent and the Members, and their respective agents, employees, guests and, in the case of the Members, the members of their households;

8.1.2.2 Such policy shall not be cancelled, invalidated or suspended due to the conduct of any Member (including his invitees, agents and employees) or of any member, officer or employee of the Board or the Managing Agent, without a prior demand in writing that the Board or the Managing Agent cure the defect, and without sixty days having elapsed after such a demand without a cure of the defect.

8.1.2.3 Such policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least sixty days prior written notice to the Board and the Managing Agent and, in the case of physical damage insurance, to all Mortgagees of the Lots.

8.1.2.4 All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Virginia and holding a rating of "AAA" or better by Best's Insurance Reports, and a policyholder's rating of "A" or better. Physical damage policies shall be in form and substance acceptable to the Mortgagees of the Lots.

8.2 Fire and Extended Coverage. All Lot Owners shall be responsible for securing policies for fire and extended coverage, vandalism, malicious mischief, windstorm, debris removal, and water damage endorsements, for the structure on each individual Lot, in an amount equal to 100% of the then current replacement cost of the Property (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation.

8.3 Liability Insurance. The Board shall obtain and maintain comprehensive general Liability and property damage insurance in the amount of \$1,000,000.00 (including libel, slander, false arrest and invasion of privacy coverage for Officers, the Architectural Review Committee and Board-appointed committees and property damage insurance in such limits as the Board may from time to time determine, insuring each member of the Board, the Architectural Review Committee and Board-appointed Committees, the Officers, the Managing Agent, and each Member against any liability to the public or to the Members (and their invitees, agents and employees) arising out of, or incident to, the ownership and/or use of the Association Property and Common Maintenance Areas including any storm water detention areas. Additionally, such liability insurance shall insure each member of the Board, the Officers and the Managing Agent against any liability to the public or to Members (their invitees, agents and employees) arising out of, or incident to the ownership and/or use of any Association Property or Common Maintenance Areas including storm water detention areas. Such insurance shall be issued on a comprehensive liability basis and shall contain: (a) a cross liability endorsement under which the

rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (b) hired and non-owned vehicle coverage; (c) host liquor liability coverage with respect to events sponsored by the Association; (d) deletion of the normal products exclusion with respect to events sponsored by the Association; and (e) a "severability of interests" endorsement which shall preclude the insurer from denying liability to a Member because of negligent acts of the Association or of another Member. The Board shall review such limits once each year, but in no event shall such insurance be less than One Million Dollars covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits may also be obtained.

8.4 Other Insurance. The Board shall obtain and maintain:

8.4.1 Workmen's compensation insurance if and to the extent necessary to meet the requirements of law;

8.4.2 Such other insurance as the Board may determine or as may be requested from time to time by a majority of the Members.

8.5 Insurance Trustee.

8.5.1 All physical damage insurance policies purchased by the Board shall be for the benefit of the Association, the Members, and their Mortgagees, as their interests may appear, and shall provide that, with respect to any single loss, if the proceeds thereof exceed Twenty-Five Thousand Dollars, then all such proceeds shall be paid in trust to the lending institution with trust powers (located in the general vicinity of the Property) as is designated by the Board (which Trustee is herein referred to as the Insurance Trustee). If such proceeds do not exceed Twenty-Five Thousand Dollars, then all such proceeds shall be paid to the Board, to be applied pursuant to the terms of Article 9.

8.5.2 The Board may enter into an Insurance Trust Agreement with the Insurance Trustee, which shall provide that the Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or contents of the policies, the correctness of any amounts received on account of the proceeds of any insurance policies nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it, and to hold the same in trust for the purposes elsewhere stated in these Bylaws for the benefit of the insured and their beneficiaries thereunder.

8.6 Board of Directors as Agent. The Board is hereby irrevocably appointed the agent for each Member, and each Mortgagee, other named insured and their beneficiaries and any other holder of a lien or other interest in the Association, to adjust and settle all claims arising under insurance policies purchased by the Board, and to execute and deliver releases upon the payment of claims.

ARTICLE 9

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

In the event of damage to, or destruction of, all or any of the improvements on any Lot or the Association Property or Common Maintenance Areas as a result of fire or other casualty, the Board and/or Owners shall cause and supervise the prompt repair and restoration of such improvements, including landscaping, in accordance with the plans and specifications under which the improvements were originally constructed. The Board and/or Owners shall proceed toward reconstruction of such improvements as quickly as practicable under the circumstances, and shall obtain funds for such reconstruction from the insurance proceeds and any special Assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements.

ARTICLE 10 MORTGAGES

10.1 Notice to Board of Directors. A Member who mortgages his Lot shall notify the Association of the name and address of his mortgagee.

10.2 Notice of Unpaid Assessments for Common Expenses. The Association, whenever so requested in writing by a mortgagee of a Lot, shall promptly report any then unpaid Assessments for Common Expenses due from, or any other default by, the Member of the mortgaged Lot.

10.3 Notice of Default. The Association, when giving notice to a Member of a default in paying an Assessment for common expenses or any other default, shall send a copy of such notice to each holder of a Mortgage covering such Member's Lot whose name and address has theretofore been furnished to the Association. Further the Association shall send such mortgagees written notice of any default by such member which has not been cured within thirty (30) days after the delivery to such Owner of the first notice relating to such default.

ARTICLE 11 COMPLIANCE AND DEFAULT

Each Member shall be governed by, and shall comply with, all of the terms of the Declaration, and the rules and regulations promulgated by the Association and any amendments of the same. A default by a Member shall entitle the Association, acting through its Board or through another designated agent, to the following relief:

11.1 Legal Proceeding. Failure to comply with any of the terms of the Declaration or the rules and regulations shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all Assessments, any other relief provided for herein including reasonable attorneys fees, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board, its agent, or if appropriate, by an aggrieved Member.

11.2 Additional Liability. Each Member shall be liable for the expense of all maintenance, repair or replacement to Association Property and Common Maintenance Areas rendered necessary by his act, neglect or carelessness, or the act, neglect or carelessness of any member of his family or his employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of any insurance carried by the Association. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its right of subrogation.

11.3 Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by a Member, the Association shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court. In the event any Owner files a suit against the Association, pursuant to any term or condition of this Agreement, the party filing such legal action shall be responsible for all court costs and attorneys' fees incurred by the Association, if such legal action is dismissed or decided in favor of Association.

In the event any Owner files a suit against the Association, pursuant to any terms and conditions of this Agreement, the Owner filing such legal action shall also be responsible for all court costs and attorneys' fees incurred by the Association, if said legal action is decided in favor of said Owner but the decision is consistent with a previous settlement offer made by the Association.

11.4 No Waiver of Rights. The failure of the Association, the Board, or of a Member to enforce any right, provision, covenant, or condition which may be granted by the Declaration, or the rules and regulations, shall not constitute a waiver of the right of the Association, the Board or the member to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association, the Board, or any Member pursuant to any term, provision, covenant or condition of the Declaration or the rules and regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration or the rules and regulations, or at law or in equity.

11.5 Abatement and Enjoinment of Violations by Owners. The violation of any rule or regulation adopted by the Association, or the breach of any provision of the Declaration, shall give the Association or its agent the right, in addition to any other rights set forth herein or at law to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE 12 RULES, REGULATIONS AND RESTRICTIONS

The Property, including all improvements comprising a part thereof, shall be subject to the rules and regulations set forth below. Notwithstanding the below, the Board of Directors may adopt rules and regulations setting forth permissible changes to landscaping and external features of any Lot and such changes need not be approved by the Board of Directors or Review Committee.

12.1 USE OF PROPERTY

12.1.1 USE OF PROPERTY - No Lot and improvement thereon shall be used for any purpose other than residential purposes, except as provided in the Declaration. No structure shall be permitted on any Lot which replaces the original structure and improvements constructed by the Developer unless such structure and improvement is the same as the original structure destroyed or removed, or any changes thereto have been approved in advance by the Review Committee.

12.1.2 LESSEE - Any Owner who rents his Lot to a lessee(s) shall deliver to the Association a written statement designating the name or names of those persons entitled to use the Lot, together with a written covenant from that party or those parties in favor of the Association stating that there will be full compliance with all the terms and provisions of this Declaration, the Articles and Bylaws and all rules and regulations adopted thereunder. In the event that such covenants are violated, the aforesaid Owner shall cause such party or parties to vacate the Lot, and in the event such party or parties do not vacate the Lot, the Association shall take whatever measures are necessary to have the party or parties removed from the Lot and shall assess the Owner for any costs or attorneys' fees caused by such measures. No lease term on any lot shall be for a period less than six (6) months.

12.1.3 USE OF LOTS - No improper, offensive or unlawful use shall be made of any Lot or any part thereof. No owner shall permit or suffer anything to be done or kept in or on his Lot, which will increase the rate of or cause the cancellation of insurance on the Lot, (b) obstruct or interfere with the rights of other occupants of the Property (c) be a nuisance to those occupants, or (d) interfere with the peaceful possession or proper use of any portion of the Property.

12.1.4 RIGHTS OF HOMEOWNERS - No Owner shall make or permit any disturbing noises or do or permit anything to be done on any Lot which will interfere with the rights, comforts or conveniences of other Owners.

12.1.5 USE OF COMMON AREAS - No person shall be permitted to use the Common Areas or the recreational facilities, if any, located thereon except in accordance with the rules and regulations established by the Board.

12.2 CHANGES TO PROPERTY (GENERAL)

12.2.1 EXTERIOR CHANGES - To preserve the architectural appearance of the Lots, no construction, painting or other changes of any nature whatsoever shall be commenced or maintained by any Owner with respect to the exterior of any structure or any other portion of the Lot whether appurtenant thereto or not, without first obtaining the written consent of the Review Committee. An Owner may make improvements and alterations within his structure; provided, however, that no Owner shall make any structural alterations or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety, soundness or structural integrity of that structure or any other structure; nor shall any owner impair any easement without first obtaining the written consent of the Association and that of the

Owner or Owners and their mortgagees for whose benefit such easement exists. No alteration of original landscaping (which term shall be defined in its broadest sense as including grass, fences, hedges, vines, trees and the like), or change in the exterior of any Lot or Common Maintenance Area, including color, even after a Lot is sold, will be permitted, without first getting written consent of the Review Committee. In the event an Owner violates this Section, the Board shall have the right without notice to remove any alteration and restore the original alteration or landscaping at the Owner's expense. Said expenses shall be a lien, as is herein defined, on Owner's Lot.

12.2.2 CHANGE REQUEST FORM - Any Member must complete a Change Request Form for any changes which require Architectural Review Committee approval.

12.3 RESTRICTED ITEMS

12.3.1 MOTOR VEHICLES - No more than two motor vehicles may be parked on the exterior of a Lot at any time. (This is not intended to prevent an owner from having more than two cars parked on the exterior for a short period of time should the owner be having a social gathering.) This does not preclude the parking of additional vehicles in a garage.

12.3.2 OTHER VEHICLES - Except as the Board may otherwise provide, no commercial pick-up trucks, commercial vehicles, recreation vehicles, abandoned or disabled vehicles, motorhomes, motorcycles, campers, boats or trailers may be parked upon any Association Property or Lot. However, any non-conforming vehicles may be kept in an enclosed garage. No car covers shall be allowed and no unlicensed vehicles or vehicles with expired inspection stickers shall be allowed. No repair work to any type of motor vehicle shall be conducted on Association Property or any Lot other than very minor repairs. Notwithstanding the foregoing, a moped or a motorized bicycle may be kept in a structure, provided that same is not visible to the public. All garage doors shall be kept closed when not in use.

12.3.3 DRIVEWAYS - All driveways shall be kept in good condition, as determined by the Architectural Review Committee. Homeowners may have periodic recoating and patching done, without Architectural Board Committee approval, to prevent deterioration.

12.3.4 EXTERIOR LIGHTS - The design, type, location, size, intensity (wattage) and color of all exterior lights shall be maintained as installed by the Developer, unless the Review Committee approves any alteration in advance.

12.3.5 WINDOWS AND DOORS - No awnings, shades, or other item shall be attached to, hung or used on the exterior of any window or door of a structure or on the exterior of any building. No screen or storm door shall be permitted on any windows or doors, other than those approved in advance by the Review Committee. No foil, window tinting or other sunshielding materials or devices shall be permitted upon any glass surfaces. All glass surfaces, windows and doors, shall be cleaned and maintained in a clean state inside and outside by the Owner.

12.3.6 OUTSIDE CLOTHES LINES - Outside clothes lines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained on any portion of any Lot.

12.3.7 POOLS - Pools, except for hot tubs approved by the Architectural Review Committee, shall not be allowed.

12.3.8 VEGETABLE GARDENS - Vegetable gardens shall not be allowed.

12.3.9 AUXILIARY BUILDINGS - No auxiliary building or structure, which is detached from a structure and not originally constructed by the Developer as part of the original improvements to the Lot, shall be permitted on a Lot.

12.3.10 MISCELLANEOUS ITEMS - The following items, as well as other change requests, require Architectural Review Committee approval: window boxes, low-level lighting, fountains or water features, trellises/pergolas and any other items as set forth in any resolution adopted by the Board of Directors.

12.3.11 VIDEO ANTENNAS/SATELLITE DISHES - Unless advance written notification to the Review Committee is given, no exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. In order to comply with the applicable rules of the Federal Communications Commission and the Telecommunications Act of 1996 (the "Act"), as it may be amended from time to time, the Committee will act promptly in responding to any notification of erection thereof, and any restrictions which the Committee places on the installation of such antenna or dish shall not prevent or unreasonably delay the installation, maintenance or use of any antenna; unreasonably increase the cost of antenna installation, maintenance or use; or preclude reception of acceptable quality signals. Therefore, homeowners should complete and submit the Change Request Form as notification of video antenna/satellite dish installation. The Change Request Form should be submitted as a notification and no Architectural Review Committee approval is required before installation. Placement of the antenna, whenever possible, should use this prioritization: (1) behind the house; (2) not visible from the street; (3) if visible from the street, screened if possible; (4) not in the mowing path. The Committee may require that any such antenna be landscaped, as long as such landscaping does not violate any of the terms of the Act. In addition, the Committee may require that such antenna be removed during routine maintenance, and that an Owner sign an indemnification agreement, agreeing to reimburse the Association for any personal injury or damage occurring to Members, to Common Property, or to another Owners' property, due to the installation and use of the antennae. No antenna shall be installed on common areas owned by the Association and no antennae or dish shall be permitted which is larger than one meter in diameter. The Committee shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Property. By promulgating this section, the intent of the Association is that the Act not be violated, and this section shall be interpreted to be as restrictive as possible while not violating the Act.

12.3.12 SOLAR PANELS - Unless advance written approval from the Review Committee is given, no solar panels shall be erected on any structure.

12.3.13 FENCING - A homeowner requesting the addition of fencing to any part of the Lot shall complete a Change Request Form. All fencing must be approved in advance by the Architectural Review Committee. Fencing must be integral to the design of the dwelling. Fences shall not be placed so that they appear to run together from Lot to Lot. No fencing shall be permitted in a front yard of a Lot; however, fencing shall be permitted in the rear of a Lot. Fencing shall extend off the rear corners of the house. Fences may be constructed such that they run toward the side property line from the rear corner of the house on one side of the home only. The other side must go straight back towards the rear property line. Exceptions to these design standards may be made by the Architectural Review Committee, based on specific circumstances and the uniqueness of a particular lot. The height of the fence shall be no more than six (6) feet from the ground. Fences shall be constructed of vinyl or painted or stained wood. Chain link fences are prohibited.

12.3.14 PETS - Ordinary domestic pets shall include dogs, cats, caged domesticated birds, hamsters, gerbils and guinea pigs, aquarium fish, small turtles and tortoises, domesticated rabbits, and creatures normally maintained in a terrarium or aquarium. All ordinary domestic pets are permitted. The number of ordinary domestic pets permitted per lot, excluding those maintained in an aquarium or terrarium, is two (2). No pet shall be allowed to become a nuisance. Every resident of this community owning a pet shall clean up the droppings of said pet(s) throughout the community.

12.3.15 FOR SALE/FOR RENT SIGNS - An Owner may display on the outside of any structure or Lot one standard-size For Sale or For Rent sign while that structure or Lot is on the market for sale or for rent. This sign should be either no larger than three feet by three feet and a professional quality realtor sign or a generic sign available at the Professional Manager's office. One brochure box may be displayed as well. An Owner can display an "Open" or "Open House" sign not more frequently than once in seven days and for not more than six hours at a time. No other signage or advertisement may be placed on the outside of any structure or Lot or anywhere visible from the outside of the structure, while the structure or Lot is on the market for sale or for rent.

12.3.16 HAZARDOUS MATERIALS - No flammable, combustible or explosive fluid or chemical substance shall be kept in any structure except such as are required for normal household use, and except for a portable gas barbecue grill. No owner shall permit or suffer anything to be done or kept in its dwelling which will increase the rate of insurance as to other Owners or as to their Lots or to the Association as to the Common Areas.

12.3.17 PERSONAL PROPERTY STORAGE - The personal property of all Owners shall be stored within their structures, unless such personal property is permitted by the Board of Directors to be located outside of the structure.

12.3.18 TRASH - No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of any Lot, except in containers specifically designated for such purpose. Such containers shall be kept out of view at all times, except on garbage collection days

when they may be set out for collection in accordance with Roanoke County regulations and ordinances. The Board reserves the right to approve the refuse containers used by Owners and occupants, and such containers shall be purchased at Owners' expense. On Lots with enclosed garages, trash, garbage and their containers shall be kept in said garages or in areas screened with plantings, fencing, or other type of concealment and approved by the Architectural Review Committee.

12.4 ALLOWED ITEMS

The following items shall be allowed without Architectural Review Committee approval, provided the following conditions are met: (1) no items placed in mowed or trimmed areas; (2) all items maintained in good condition, as determined by the Architectural Review Committee; (3) front and side defined as visible while standing across the street from the front door; (4) all items must not be offensive, commercial, or political; and (5) homeowners must request approval from the Architectural Review Committee for any items which do not meet the listed specifications. The Board of Directors or the Architectural Review Committee maintains the right to request changes or require removal of any items or changes made under these sections which are deemed by the Board of Directors or Architectural Review Committee as excessive, inappropriate for this community, or in disrepair.

12.4.1 DECORATIVE ITEMS

Art objects and statuary may be placed in mulched areas within six (6) feet of the home's perimeter and shall not exceed three (3) feet in height.

12.4.2 DOOR DECORATIONS

One wreath or door decoration will be allowed on the front entrance door.

12.4.3 FLAGS

Each home is allowed one United States flag or themed flag and one garden flag. The United States flag/themed flag must be flown from a standard wall mount and cannot exceed three (3) feet by five (5) feet in size. The garden flag should be mounted on a metal frame, installed in a mulched area within six (6) feet of the home's perimeter, and not be larger than twelve (12) inches by eighteen (18) inches. The total frame height must not exceed three (3) feet. Flags may not be displayed inside the home, if said flag is visible from the street.

12.4.4 HOLIDAY DECORATIONS

Door wreaths, garlands, lighting and other temporary decorations are acceptable. All previous guidelines apply, including restricting ground decorations to mulched areas.

12.4.5 HOUSE NUMBERS

One decorative plaque with the house number will be allowed in a mulched area. The plaque must not be larger than twelve (12) inches tall or eighteen (18) inches wide.

12.4.6 MAILBOXES

Mailboxes are originally supplied and installed by the builder, but they are maintained by the Association. The only acceptable adornment of the boxes and posts is the house numbering.

which shall be mandatory and standardized. Acceptable landscaping at the mailbox base should not exceed a mulched area of three (3) feet in diameter. Plants may not impede the delivery of mail or the newspaper. Plantings must be rooted in-ground or in a pot. If the plant is rooted in a pot, the pot must be buried, with its top rim no higher than ground level.

12.4.7 OUTDOOR FURNITURE

Decorative chairs or benches are allowed at the front entrance and front porch, as well as outdoor mats or carpeting. No beach chairs, lawn chairs, or pieces of furniture usually manufactured for the interior of the house are allowed.

12.4.8 PLANT BEDS

Plant beds are to be maintained in a neatly-managed configuration. Annuals and seasonal plants may not block the view of or interfere with permanent landscaping planted in the same bed. No mulched areas or plantings are permitted at the street curb, other than at the mailbox, driveway edging, or utility box installation.

12.4.9 POTTERY

Flower/plant pots may be placed at the front entrance and garage door(s) but not further from the house than the extended outline of the roof perimeter. The pots shall not be larger than twenty-four (24) inches in height. Empty pots are not permitted.

12.4.10 SECURITY SIGNS

One security sign will be allowed in a mulched area within one (1) foot of the home's perimeter or in a front window. Yard signs should not exceed two (2) feet in height and one (1) foot in width. Window signs should not exceed four (4) inches by four (4) inches.

12.4.11 SPORTS AND ATHLETIC EQUIPMENT

No athletic equipment may be permanently attached to the house. When not in use, athletic equipment should be stored in an area that is not visible from the front or side of the house.

12.4.12 WATER HOSES

When not in use, the hoses are to be housed within the garage or within an enclosed reel/storage unit of neutral color, with all other accessories stored out of sight.

12.4.13 The following items will be allowed in back of the house or on the patio or deck. All items must be behind the back corners of the house, unless the house was constructed with a side patio.

12.4.13A Items that will be allowed in back of the house without Architectural Review Committee approval are hanging baskets, birdhouses, bird feeders, birdbaths, gazing balls, statuary, rain gauges, thermometers, weather stations, stepping stones, sundials, and the like. No item should exceed three (3) feet in height, except hanging basket standard, birdhouses, or bird feeders.

12.4.13B Items that will be allowed on the patio or the deck without Architectural Review Committee approval are outdoor furniture, grills/chiminea/fire pit, and potted flowers or plants.

12.5 ENFORCEMENT

12.5.1 ASSOCIATION ACCESS – The Board of Directors and its agents shall have the power, if in the sole discretion of the Board of Directors an emergency exists or it becomes necessary to protect the property values of Lots within the Association, to enter upon any Lot for purposes of maintenance or repair or to correct a violation of the governing documents of the Association. The costs of such maintenance and repair shall be assessed against the owner of such Lot, provided that reasonable notice was provided to said owner prior to such maintenance in a non-emergent situation.

12.5.2 RIGHT OF ENFORCEMENT - The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions and covenants imposed hereby. 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, and the invalidation of one or more of the restrictions, conditions, covenants, or reservations herein shall not affect the right to enforce the remaining restrictions.

12.5.3 ENFORCEMENT ACTION - Formal enforcement action is initiated through the delivery of a written Notice of Violation to the owner, by hand-delivery or by first-class mail to the owner's address of record with the Association. If the violation is by a tenant, the Board may also send the notice of violation to the tenant at the lot address.

The Notice of Violation shall contain the following minimum information:

- (a) The owner's name.
- (b) The alleged violation.
- (c) The action required to abate or correct the alleged violation.
- (d) For violations of a continuing nature, a request or demand that the alleged violation be abated or corrected within ten (10) days of the date of the Notice or such other time period as may be appropriate under the circumstances, in the discretion of the Board or management agent.
- (e) A statement to the effect that the owner must request in writing a hearing in front of the Board if the owner wants to contest the cited violation or the imposition of certain sanctions. The letter shall advise the owner that if no hearing is requested within ten (10) days of the date of the letter, then the owner will be deemed to have waived the opportunity for a hearing and the Board may then impose the applicable sanctions as it deems appropriate. The demand letter need not provide for additional time to correct the violation, or it may be combined with the notice of hearing referenced in Section F below, if previous notices of violation for the same type of violation have been sent to the owner, or if otherwise determined by the Board to be appropriate.

12.5.4 FAILURE TO REQUEST A HEARING - In the event the alleged non-compliant owner ("Respondent") fails to timely request a hearing in response to the Notice of Violation, the Board may assess a violation charge(s) or suspend privileges against the Respondent without

holding a hearing. However, even if the Respondent fails to timely request a hearing, the Board reserves the right to schedule a hearing on the matter if the Board deems it appropriate under the particular facts and circumstances presented. The management agent or Board will promptly notify the Respondent in writing of the sanctions imposed.

12.5.5 REQUEST FOR A HEARING - In the event that Respondent desires a hearing before the Board, the Respondent must request a hearing in writing within the time period stated in the Notice of Violation or other such similar notice as provided by the Association. The Request for a Hearing must be sent to the management agent so that it is received within the applicable time period. In the request for a hearing submitted by the Respondent, the Respondent should answer the violation notice by admitting or denying the violation in whole or in part, and/or explaining the conduct and setting forth any mitigating circumstances.

12.5.6 NOTICE OF HEARING - After receipt of a timely request for a hearing (or if the Board otherwise decides to hold a hearing), the Board or management agent shall give the Respondent notice of the hearing's date, time and place by hand-delivery or by certified mail, return-receipt requested, to the Respondent's address of record with the Association, at least fourteen (14) days prior to the hearing or within such other time period as may be required by the Act, as subsequently amended. The Notice of Hearing shall state the alleged violation, the potential sanctions (violation charges and/or suspension of privileges) and that the Respondent may be represented by legal counsel at the hearing.

The hearing shall be scheduled at a reasonable time and place within the Board's discretion. The Board, in its discretion, may grant a continuance if a continuance request is received prior to the hearing date. A continuance request must describe the reasons for the request. If a continuance is granted, notice of the new date and time may be either hand-delivered or mailed by first-class mail to the Respondent at his or her address of record. However, it is ultimately the Respondent's responsibility to contact the Board or management agent prior to the originally scheduled hearing date to determine whether a continuance request was granted.

12.5.7 HEARING PROCEDURES

(1) If a hearing is requested and/or scheduled, as set forth above, a hearing shall be conducted by the Board to afford the Respondent a chance to present his or her position regarding the alleged violation(s) of the Governing Documents. However, if the Respondent fails to appear at the hearing at the scheduled time, the Board may deem the allegations to have been admitted.

(2) Any defects in the hearing notice shall be deemed waived by the Respondent if the Respondent appears or is represented at the hearing (not including an appearance solely to object to notice).

(3) Presiding Officer. The Board shall select a member of the Board to preside over the hearing. At the beginning of the hearing, the presiding officer should explain the general procedures by which the hearing is to be conducted, including for example, the time limits for presentations.

(4) Conducting the Hearing/Legal Representation. The Board may determine the manner in which the hearing will be conducted, so long as the procedures are otherwise

consistent with the Act and the provisions of this Resolution. The hearing need not be conducted according to technical judicial rules relating to evidence and witnesses. Respondents have the right to be represented by an attorney at the hearing, but attorney-representation is not required. Respondent's failure to have an attorney at the scheduled hearing shall constitute a waiver of such right for purposes of the hearing.

(5) Executive Session. The hearing shall be conducted in executive session unless the Respondent requests that the hearing be open to other owners, and further provided that the presiding officer may impose a reasonable limit on the number of such persons who can be accommodated in the hearing room. Regardless, the Board may allow witnesses and/or complaining parties to make presentations to the Board during the hearing.

12.5.8 DECISION / HEARING RESULTS - After all presentations have been made within the allotted time period, the Board shall deliberate in executive session and then (in open session) decide the matter by majority vote of the members of the Board participating in the hearing; if additional time is needed to reach a decision, the Board may continue the hearing to an announced date and time, with no further written notice required (or, if the date and time is not announced at the hearing, then the Association will send advance written notice of the continuance date and time to the Respondent, by hand-delivery or first-class mail). Within seven (7) days after the hearing (including any continuances), the Board or management agent shall notify the Respondent of the Board's decision in writing, by hand-delivery or by certified mail, return receipt requested, to the Respondent's address of record with the Association.

12.5.9 SANCTIONS - The Board has the authority to:

(1) Assess charges for violations of the Governing Documents. Any violation charges assessed for violations of the Governing Documents shall be in amounts authorized by the Act and shall be treated as an assessment against the Respondent's lot for the purposes of collection and filing liens. Such amounts also shall be the personal obligation of the Respondent. Currently, the Act provides that for each single violation, a charge of up to \$50.00 can be assessed; or for violations of a continuing nature, a charge of up to \$10 per day can be assessed for up to 90 days or until the violation ceases, whichever occurs first; and/or

(2) Suspend a Respondent's right to use Association-provided recreational facilities and other services provided by or through the Association (as long as the provision of utilities and access to the Respondent's lot through the common area is not precluded) if that Respondent's assessment account is more than sixty (60) days' past due, with such suspension continuing for the duration of the delinquency, or for any other violation of the Governing Documents, with such suspension lasting not more than sixty (60) days. For suspensions regarding violations of Governing Documents or other Rules and Regulations, a Respondent should be suspended from using a certain recreational facility for a rules violation primarily if the Respondent's violation is related to that facility (i.e., suspension of pool use if a Respondent violates pool rules). *NOTE: A suspension applies to the Respondent and that Respondent's family members, guests and tenants, unless the owner is explicitly informed otherwise in writing by the Board or management agent.*

12.5.10 OTHER REMEDIES - This Resolution shall not be interpreted to require a hearing prior to assessment of violation charges if a hearing is not timely requested, or to prevent the Association from exercising any other remedies authorized or available under the Act or the

Governing Documents. The exercise of any one or more remedies shall not constitute an election of remedies. Remedies may be cumulative and also include, without limitation, the following:

(1) Suspension of Right to Vote. The right of an owner to cast a vote as a member of the Association may be suspended if that owner is delinquent in paying any assessment to the Association (*i.e.*, by failing to pay any assessment or installment thereof within sixty (60) days after the applicable due date); and/or

(2) Legal Action. The Association has the right to file a lawsuit for monetary damages and/or injunctive relief.

12.5.II RECORDS - For a minimum of one (1) year, the Board or management agent will keep copies of all correspondence related to violations in the owner's file or in a separate file specifically for violations, and a record of each hearing or related meeting will be kept

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Duration and Amendment. The provisions of this Declaration run with and bind all the Property including the Lots therein, and shall inure to the benefit of and be enforceable by the Association and the Member of any Lot subject to this Declaration, their respective legal representative, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time the Restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by Members holding more than two-thirds (2/3) of the votes of the membership has been recorded, agreeing to terminate or change said Restrictions in whole or in part; provided, however, that no such agreement to terminate or change shall be effective unless written notice of the proposed agreement is sent to every Member at least ninety (90) days in advance of any action taken. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by Owners holding not less than two-thirds (2/3) of the votes of the membership at any time until the end of the initial thirty (30) year term and thereafter by an instrument signed by the Members holding more than two-thirds (2/3) of the votes of the membership. Any amendment must be properly recorded to be effective.

13.2 [Intentionally Deleted]

13.3 Notices. Any notice required to be sent to any Member under the provisions of this instrument shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member on the records of the Association at the time of such mailing.

13.4 Non-Waiver. The failure of the Association, any Member, or their respective legal representatives, heirs, successors and assigns, to enforce any restriction contained in this Declaration shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto.

13.5 Construction and Interpretation. The Board may adopt and promulgate reasonable

rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Board shall take into consideration the best interests of the Members to the end that the Property shall be preserved and maintained in a high quality manner.

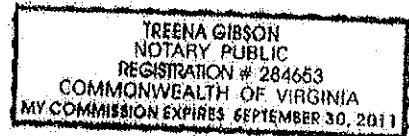
13.6 Severability. All of the covenants, conditions, restrictions, and regulations contained in this Declaration are hereby declared to be severable and a finding by any court of competent jurisdiction that any of them or any clause or phrase thereof, is void, unlawful or unenforceable, shall not affect the validity or enforceability of any other covenants, conditions, restrictions, reservations, or clause or phrase thereof.

IN WITNESS WHEREOF, the foregoing Second Amendment and Restatement of the Declaration of Covenants, Conditions and Restrictions of Parkway Place Homeowners Association, Inc. has been approved by the record owners of 2/3 of the votes of the Membership, pursuant to Section 13.1 of the original Declaration and as reflected in the attached Exhibit A. This Second Amendment and Restatement of the Declaration shall be effective as of October 20, 2009.

The undersigned president of the Association declares that the facts stated herein are true as of the 20th day of October, 2009.

PARKWAY PLACE HOMEOWNERS ASSOCIATION, INC.

By: *John E. Conner* 10/20/09
John E. Conner, President



COMMONWEALTH OF VIRGINIA }
COUNTY OF ROANOKE } To wit:

The foregoing Second Amendment and Restatement of the Declaration of Covenants, Conditions and Restrictions of Parkway Place Homeowners Association, Inc., was acknowledged and executed before me by John E. Conner, President of the Association, on behalf of the Corporation, this 20th day of October, 2009.

Treena Gibson
Notary Public

My Commission expires: 9-30-2011

Jackie S. Dullnig
Jackie S. Dullnig

4015 Overlook Trail Drive

Catherine F. Eveline
Catherine F. Eveline

3915 Park Place Lane

William C. Fauber
William C. Fauber

4062 Overlook Trail Drive

Lou C. Fauber
Lou C. Fauber

4062 Overlook Trail Drive

William Scott Fauber
William Scott Fauber

4068 Overlook Trail Drive

Leonard F. Firebaugh
Leonard F. Firebaugh

3815 Parkway Place Drive

Mary W. Firebaugh
Mary W. Firebaugh

3815 Parkway Place Drive

Floyd L. Firing
Floyd L. Firing

3837 Parkway Place Drive

Joyce B. Firing
Joyce B. Firing

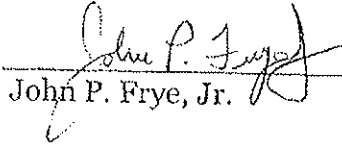
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Robert Brent Flora

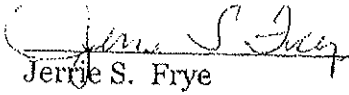
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Sharareh L. Badii

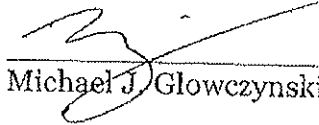
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John P. Frye, Jr.

4073 Overlook Trail Drive


Jerrje S. Frye

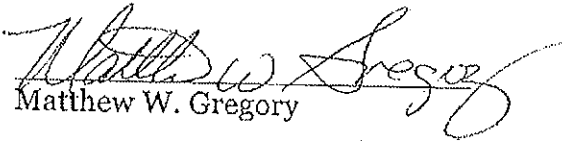
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Michael J. Glowczynski

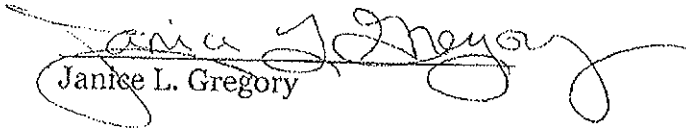
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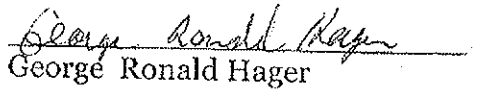
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Matthew W. Gregory

4056 Parkway Place Drive


Janice L. Gregory

4056 Parkway Place Drive


George Ronald Hager


3803 Parkway Place Drive


Richard J. Hamlen

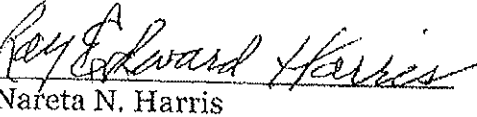
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Gloria H. Hamlen

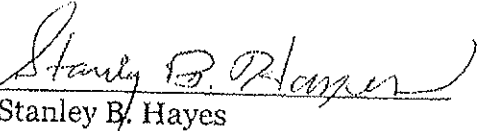
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Ray Edward Harris

4011 Parkway Place Drive


Nareta N. Harris

4011 Parkway Place Drive


Stanley B. Hayes

3916 Parkway Place Drive

Sybil C. Hayes
Sybil C. Hayes

3916 Parkway Place Drive

Charles Hishta
Charles Hishta

3917 Parkway Place Drive

Annette M. Hishta
Annette M. Hishta

3917 Parkway Place Drive

Robert E. Hody
Robert E. Hody

4080 Overlook Trail Drive

Nancy E. Holdren
Nancy E. Coppard/Holdren

4045 Parkway Place Drive

Michael Allen Hovis

4023 Overlook Trail Drive

Amy M. Hovis

4023 Overlook Trail Drive

E. Archer Inge

3814 Parkway Place Drive

Francis Scott Curry

4032 Overlook Trail Drive

Jean S. Jadhon

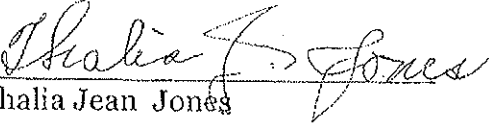
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Delton R. Jessup
Delton R. Jessup

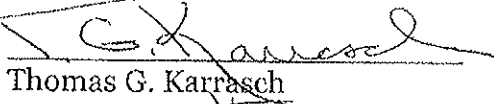
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Beverly S. Jessup

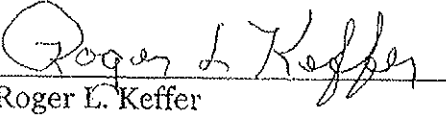
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Thalia Jean Jones

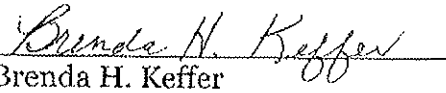
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Thomas G. Karrasch

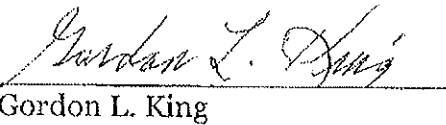
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Roger L. Keffer

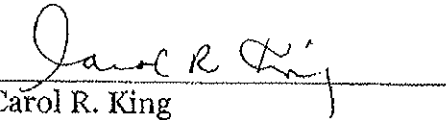
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Brenda H. Keffer

3811 Parkway Place Drive


Gordon L. King

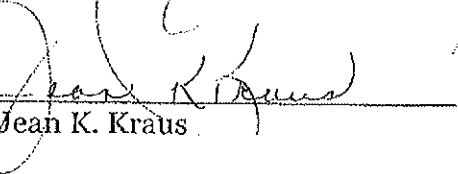
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Carol R. King

4095 Overlook Trail Drive


Martha J. Boone Kirk

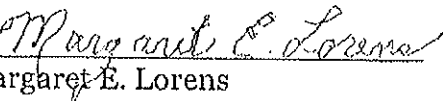
4032 Parkway Place Drive


Jean K. Kraus

3916 Park Place Lane

Richard Long Lee

4031 Overlook Trail Drive


Margaret E. Lorens

3832 Parkway Place Drive

Nancy Lee Lucas

3908 Parkway Place Drive

Polly G. Martin
Polly G. Martin

3801 Parkway Place Drive

Nancy F. Martin
Nancy F. Martin

3802 Parkway Place Drive

Carl E. McGraw
Carl E. McGraw

3806 Parkway Place Drive

Terri Sue McGraw
Terri Sue McGraw

3806 Parkway Place Drive

Than OO Myint
Than OO Myint

3807 Parkway Place Drive

Nwe N. Myint
Nwe N. Myint

3807 Parkway Place Drive

Christopher L. Neighbors
Christopher L. Neighbors

3912 Park Place Lane

Barbara A. Neighbors
Barbara A. Neighbors

3912 Park Place Lane

Stephen J. Oracko
Stephen J. Oracko

3823 Parkway Place Drive

Larry D. Parker
Larry D. Parker

4094 Overlook Trail Drive

Rebecca T. Whitfield
Rebecca T. Whitfield

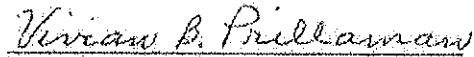
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Elaine P. Powell

3909 Parkway Place Drive


James H. Prillaman

4087 Overlook Trail Drive


Vivian B. Prillaman

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Rhonda Faye Lewis

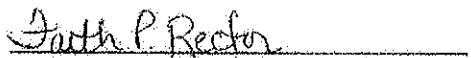
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Gary H. Reaves

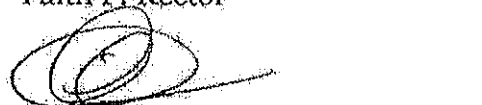
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Robert N. Rector

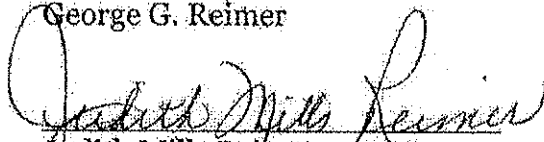
4037 Overlook Trail Drive


Faith P. Rector

4037 Overlook Trail Drive


George G. Reimer

4061 Parkway Place Drive


Judith Mills Reimer

4061 Parkway Place Drive

Stephen C. Rice

4018 Parkway Place Drive

Marian G. Rice

4018 Parkway Place Drive

Hunter B. Roberts
Hunter B. Roberts

3827 Parkway Place Drive

Joyce B. Roberts
Joyce B. Roberts

3827 Parkway Place Drive

Sarah A. Roberts
Sarah A. Roberts

3831 Parkway Place Drive

Anna B. Scheer
Anna B. Scheer

4026 Parkway Place Drive

Walter S. Scott
Walter S. Scott

4074 Overlook Trail Drive

Sally H. Scott
Sally H. Scott

4074 Overlook Trail Drive

Jane G. Shores
Jane G. Shores

4029 Parkway Place Drive

Bertram M. Siegel
Bertram M. Siegel

4010 Parkway Place Drive

Pauline S. Siegel
Pauline S. Siegel

4010 Parkway Place Drive

John M. Socha
John M. Socha

4054 Overlook Trail Drive

Barbara J. Socha
Barbara J. Socha

4054 Overlook Trail Drive

Benjamin Chadwick Summers
Benjamin Chadwick Summers

4002 Parkway Place Drive

Anne G. Sumpter
Anne G. Sumpter

3900 Parkway Place Drive

Samuel Allen Wilson

4021 Parkway Place Drive

Sarah Ferguson Wilson

4021 Parkway Place Drive

Alyce B. Sydenstricker

4018 Overlook Trail Drive

Robert B. Taylor

4026 Overlook Trail Drive

Teresa H. Taylor

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Danny W. Trenor
Danny W. Trenor

3820 Parkway Place Drive

Timothy A. Smith
Timothy A. Smith

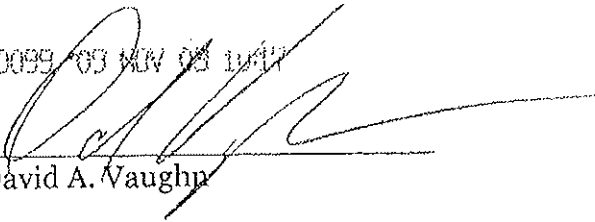
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Sara L. Ullman
Sara L. Ullman

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Geraldine M. Underwood
Geraldine M. Underwood

4042 Parkway Place Drive

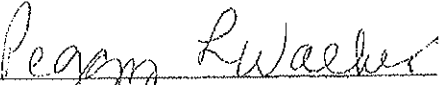


David A. Vaughn

4059 Overlook Trail Drive

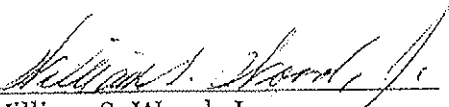
Dana A. Walker

4086 Overlook Trail Drive



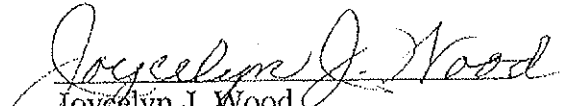
Peggy L. Walker

4086 Overlook Trail Drive



William S. Wood, Jr.

3826 Parkway Place Drive



Joycelyn J. Wood

3826 Parkway Place Drive

INSTRUMENT #200914985
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE COUNTY ON
NOVEMBER 3, 2009 AT 10:15AM

STEVEN A. MCGRAW, CLERK
RECORDED BY: FRS



OFFICIAL RECEIPT
ROANOKE COUNTY CIRCUIT COURT
305 EAST MAIN ST
SALEM, VA 24153
540-387-6205

DEED RECEIPT

DATE: 11/03/09 TIME: 10:20:24 ACCOUNT: 161CLR200914905 RECEIPT: 09000026499
CASHIER: FRS REG: R068 TYPE: REST PAYMENT: FULL PAYMENT
INSTRUMENT : 200914905 BOOK: PAGE: RECORDED: 11/03/09 AT 10:15
GRANTOR: PARKWAY PLACE HOMEOWNERS ASSOCIATION INC EX: N LOC: CO
GRANTEE: PARKWAY PLACE HOMEOWNERS ASSOCIATION INC EX: N PCT: 100%
AND ADDRESS : ROANOKE COUNTY
RECEIVED OF : CHADWICK
CHECK: \$55.00 87497
DESCRIPTION 1: RESTRICTIONS PAGES: 37 O/P 0
2: NAMES: 0
CONSIDERATION: .00 A/VAL: .00 MAP:
PIN:
301 DEEDS 48.50 145 VSLF 1.50
106 TECHNOLOGY TRST FND 5.00
TENDERED : 55.00
AMOUNT PAID: 55.00
CHANGE AMT : .00

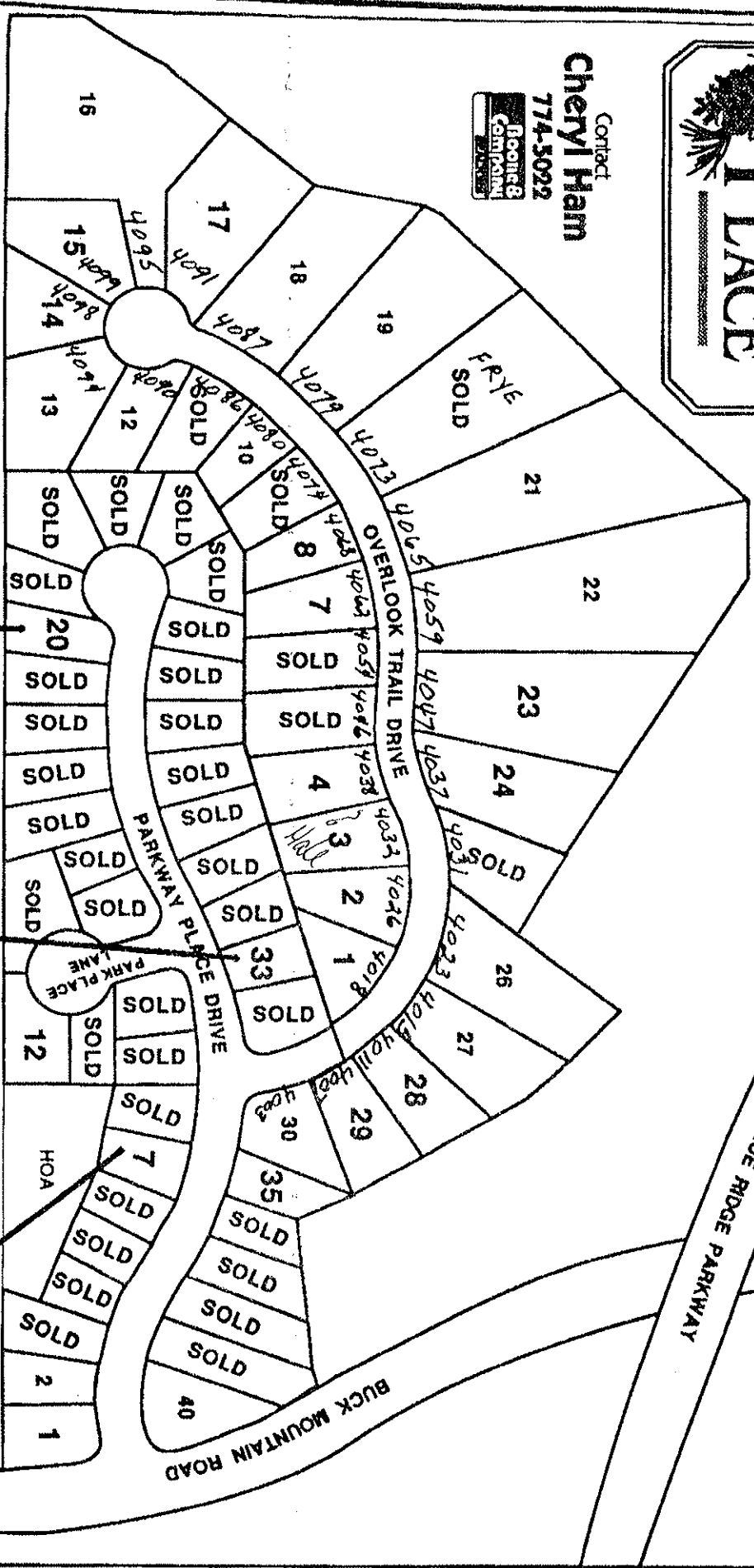
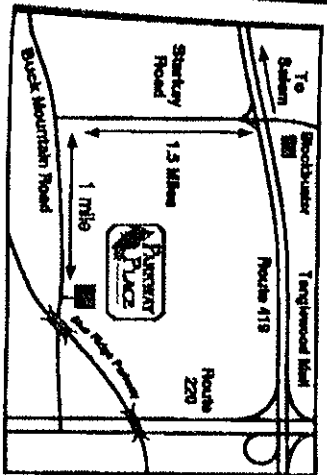
CLERK OF COURT: STEVEN A. MCGRAW

PAYOR'S COPY
RECEIPT COPY 1 OF 2

PARKWAY PLACE

**First floor master suites
Maintenance free homes**

Contact
Cheryl Ham
Roanoke
774-5092
ComPoint



Prices and availability subject to change without notice.
Lots shown represent approximate size and shape.
Consult Cheryl Ham for updates and home specifications.

Jefferson
3 Bedroom
\$196,800

Roanoke
3 Bedroom
\$179,900
MODEL

Roanoke
3 Bedroom
\$179,900

STRAUSS CONSTRUCTION
Building The Best!
989-7060

Overlook Trail Dr. Section 101A or 101B

23
45,689 S.F.

22
64,359 S.F.

21
62,318 S.F.

20
48,732 S.F.

OVERLOOK TRAIL DRIVE

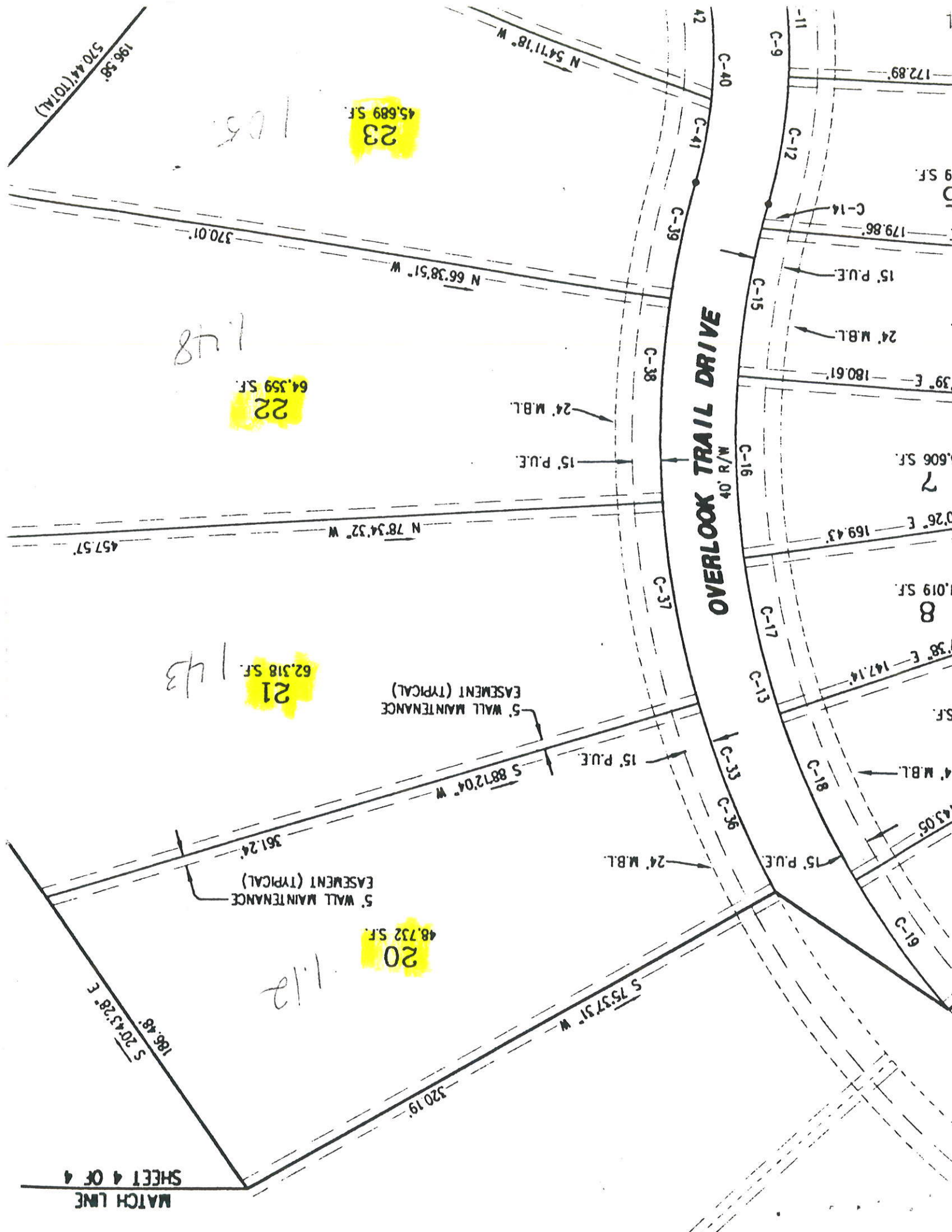
M/R .04

196.58
570.44 (TOTAL)

1.48

1.43

1.12



TAX #8720-1-9
PROPERTY OF
OLD HERITAGE CORP.
D.B. 756, PG. 76

EX. 20' W.L.E.
D.B. 1273, PG. 1388

NEW 20' D.E.

24' M.B.L.

16
83,543 S.F.

17
31,802 S.F.

15
17,302 S.F.

14
12,109 S.F.

13
19,694 S.F.

12
13,195 S.F.

11
12,028 S.F.

OVERLOOK TRAIL DRIVE

MATCH LINE
SHEET 3 OF 4

EXIST. 20' S.S.E.
P.B. 18, PG. 167

SECTION 1
"PARKWAY PLACE"
(P.B. 18, PG. 167)

EXIST. 5' WALL
MAINTENANCE
EASEMENT (TYP.)
B. 18, PG. 167

5' WALL MAINTENANCE
EASEMENT (TYPICAL)

VARIABLE WIDTH
DRAINAGE EASEMENT

8

7

22

23

24

2341.12'

245.54'

13

192

S 65°32'39" E - 135.62'

S 12°09'17" W - 129.94'

S 22°14'02" W - 144.36'

S 61°37'59" W

N 24°28'02" E

S 79°19'05" E - 125.25'

N 51°41'20" E

N 50°48'10" E

N 95°10'19" E - 127.20'

72.31'

90.04'

76.90'

N 66°25'30" W - 239.24'

71.48'

8.39'

151.31'

96.77'

S 33°34'54" E

S 30° S.S.E. & D.E.

15' P.U.E.

15'

15'

75.00'

20' S.S.E.

20' W.L.E.

24' M.B.L.

24' M.B.L.

24' M.B.L.

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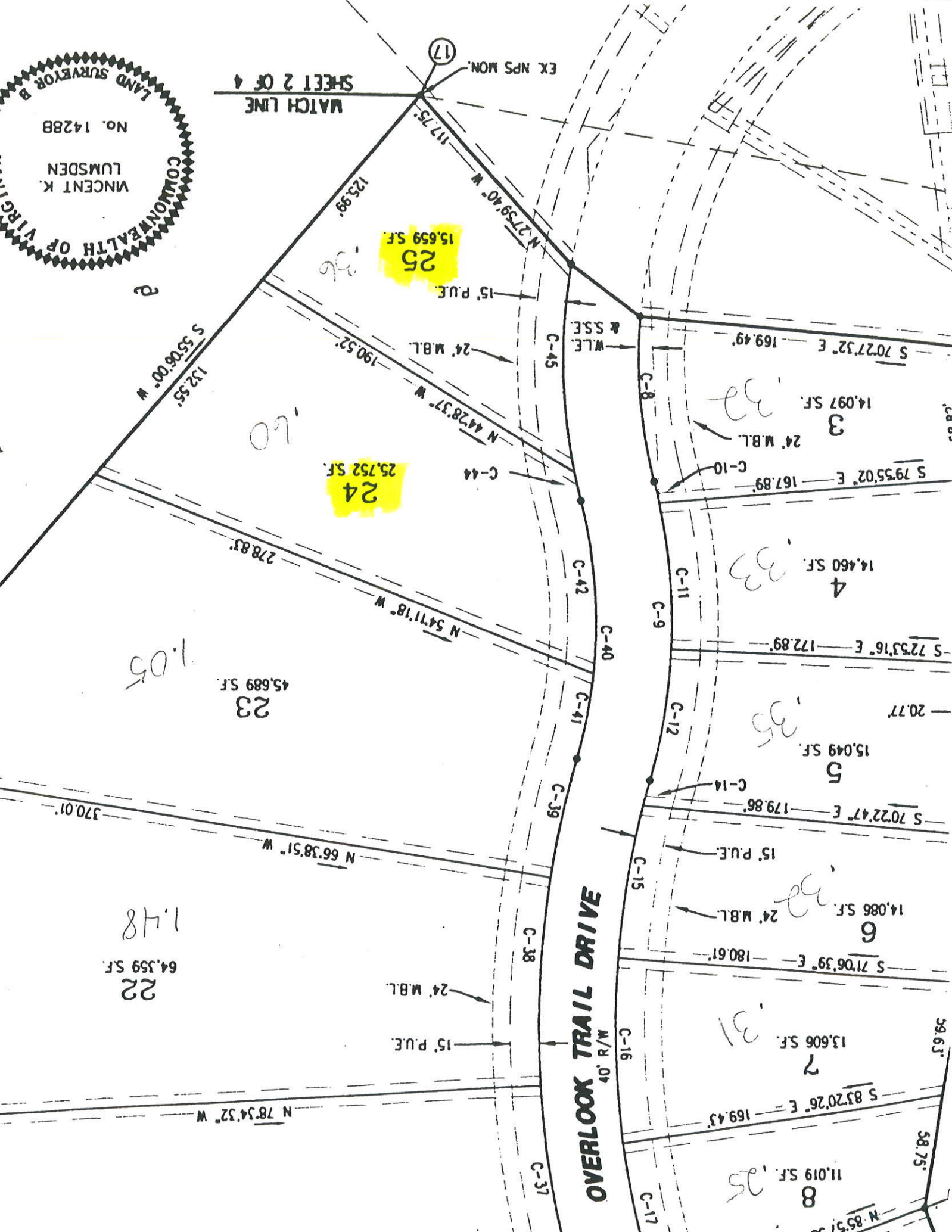
24' M.B.L.

COMMONWEALTH OF VIRGINIA
 VINCENT K. LUMSDEN
 LAND SURVEYOR B
 No. 14288

MATCH LINE
 SHEET 2 OF 4

(17)

EX. NPS MON.



1.48
 64,559 SF
 22

45,689 SF
 23

25,752 SF
 24

15,659 SF
 25

OVERLOOK TRAIL DRIVE
 N/R 0.04'

11,019 SF
 8

13,606 SF
 7

14,086 SF
 6

15,049 SF
 5

14,460 SF
 4

14,097 SF
 3

15' P.U.E.

24' M.B.L.

W.L.E. & S.S.E.

S 70°27'32" E — 169.49'

S 79°55'02" E — 167.89'

S 72°53'16" E — 172.89'

S 70°22'47" E — 179.86'

S 71°06'39" E — 180.61'

S 83°20'26" E — 169.43'

S 55°06'00" W — 132.55'

N 44°28'37" W — 190.52'

N 54°11'18" W — 278.83'

N 66°38'51" W — 370.01'

125.99'

N 73°39'40" W — 117.75'

59.63'

58.75'

20.77'

128.03'

58.75'

PARK PLACE LANE
40' R/W

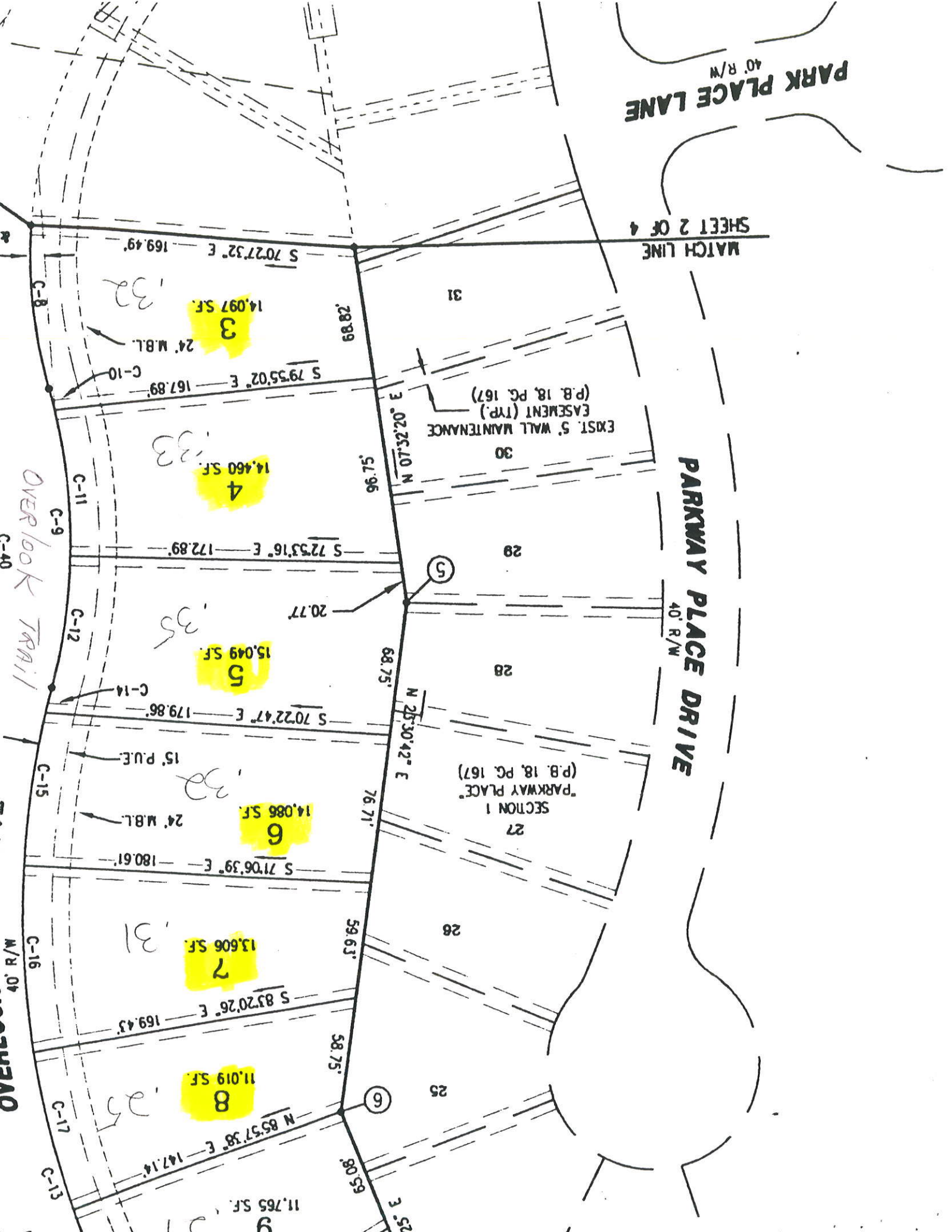
SHEET 2 OF 4
MATCH LINE

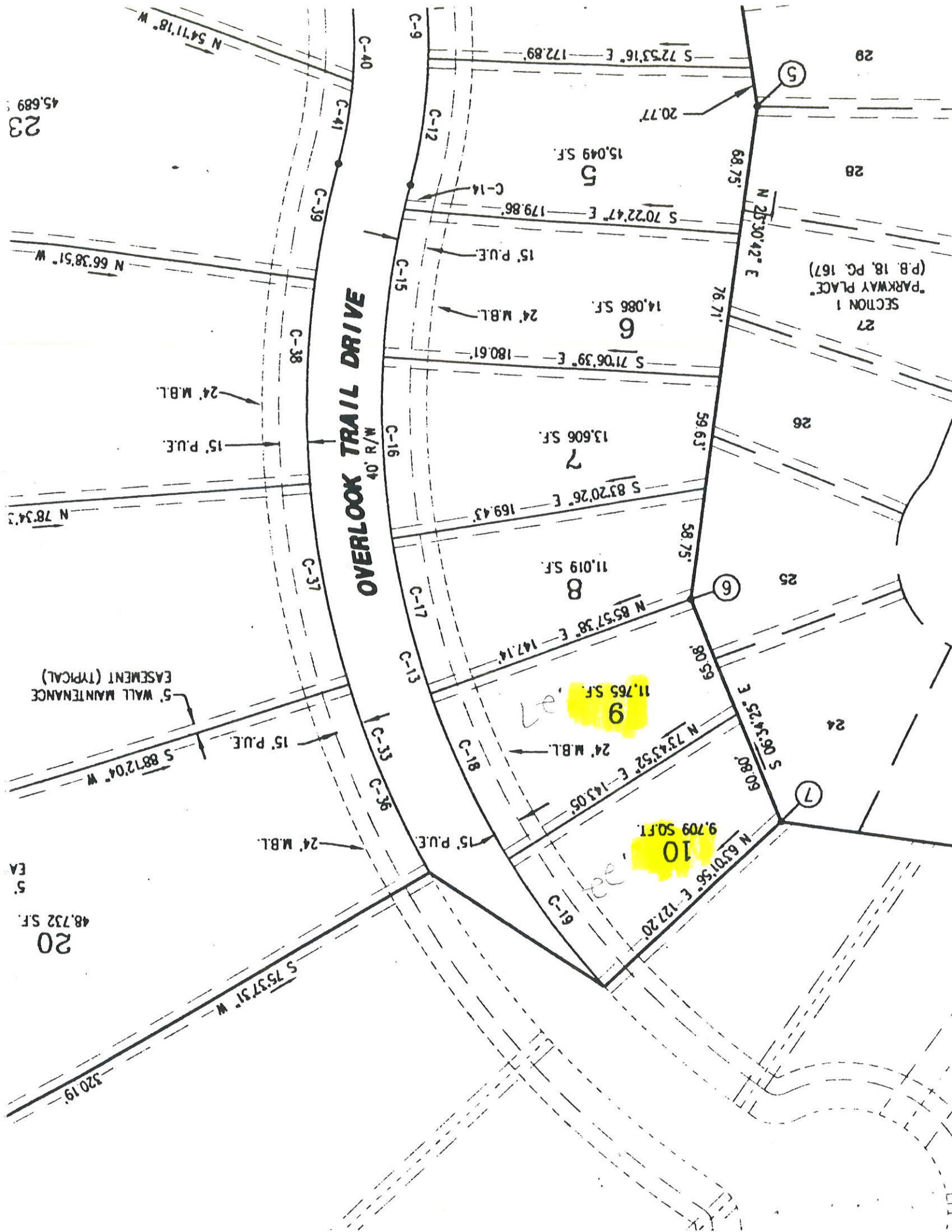
PARKWAY PLACE DRIVE
40' R/W

OVERLOOK TRAIL
C-40

M/R .04

OVERLOOK TRAIL





23
45,689

20
48,732 SF
EA

SECTION 1
PARKWAY PLACE
(P.B. 18, PG. 167)

5' WALL MAINTENANCE
EASEMENT (TYPICAL)

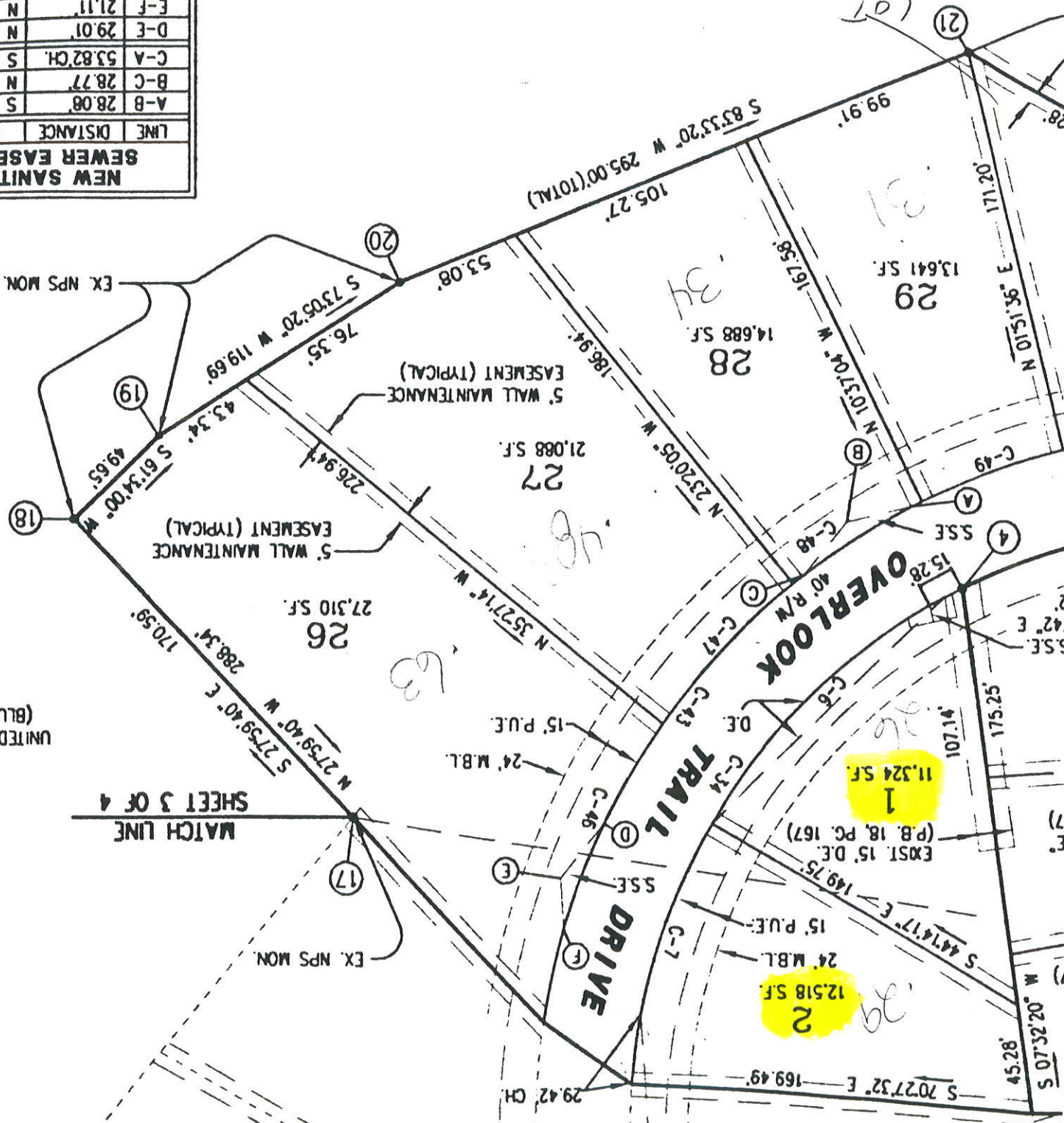
9
11,765 SF

10
9,709 SQ.FT.

PROPERTY OF
UNITED STATES OF AMERICA
(BLUE RIDGE PARKWAY)
(SEE NOTE #8)

LOT
30
31
32
33
34

LINE	DISTANCE	DIRECTION
NEW SANITARY SEWER EASEMENT		
A-B	28.08'	S 87°54'27" E
B-C	28.77'	N 54°31'18" E
C-A	53.82 CH.	S 73°04'13" W
D-E	29.01'	N 54°21'18" E
E-F	21.11'	N 11°45'49" E
F-D	46.75 CH.	S 36°40'24" W



PROPERTY OF
UNITED STATES OF AMERICA
(BLUE RIDGE PARKWAY)
(SEE NOTE #8)

MATCH LINE
SHEET 3 OF 4

675	PARKWAY PLACE			02/25/00
	UTILITIES			

6300	Electricity	2,004	1,270	1,500
6320	Water	2,004	376	500
		-----	-----	-----
	Subtotal - Utilities	4,008	1,646	2,000
	TOTAL EXPENSES	25,505	24,326	37,270
		-----	-----	-----
	NET INCOME (LOSS)	9,751	6,795	5,252
		=====	=====	=====
1125	Money Market	0	0	0

Cash Reconciliation

Cash Balance, January 1, 1999 10,421.66

Add:

Dues Received	28,582.86
Late Charges	50.00
Prepays	514.10
Initial Fees	1,650.00
CF Adj for Prepays/Delinquents	131.14
Interest	168.42

	31,096.52

Cash Investments	13,168.42
Operating Account	4,023.57
	0.00

Total	17,191.99
	=====

Less:

Operating Expenses	(24,326.19)
Capital Improvement Expenditures	0.00

	(24,326.19)

Cash Balance, December 31, 1999	17,191.99
	=====