

**AMENDED AND RESTATED
DECLARATION OF
PROTECTIVE COVENANTS**

Milestone Owners Association, Inc.

MILESTONE
AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS

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Deed # 3464
Org. Returned: Grantor
Others: Jeff H. Hays
Grantee
RICHARD L. SHELTON, CLERK

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**MILESTONE
AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS**

THIS DECLARATION OF PROTECTIVE COVENANTS ("Protective Covenants") is made this 1st day of January 1997, by Ashcake Development Company, L.P., a Virginia limited partnership ("Declarant"):

RECITALS

Declarant is the owner and developer of certain real property in the County of Hanover, Virginia, which is more particularly described on Exhibit A attached hereto, known as Milestone. Declarant desires to provide for:

- (a) A common scheme of development;
- (b) A uniform quality of construction and aesthetic appearance;
- (c) A consistent quality of maintenance of all common area, recreational areas, and private property within and throughout Milestone; and
- (d) An organization to facilitate all of the foregoing.

This document amends and restates the "Declaration of Rights, Easements, Restrictions, Covenants, Affirmative Obligations And Conditions Applicable To all Property in Milestone", dated May 8, 1996, recorded in the Clerk's Office in Deed Book 1192, Page 697, et seq.

DECLARATION

DECLARANT, as owner of all property within Milestone (which is described on Exhibit A hereto) and in order to protect the value and desirability of all property within Milestone and such additional property as may hereafter be annexed hereto, as well as to accomplish the purposes set forth in the Recitals, declares that all property within Milestone shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the land and be binding on all parties having any right, title or interest therein or in any part thereof, their heirs, successors and assigns.

**ARTICLE I
DEFINITIONS**

- 1.1 "ASSOCIATION" is defined as the Milestone Owners Association, Inc. a Virginia nonstock corporation, its successors and assigns.
- 1.2 "BOARD OF DIRECTORS OR BOARD" is defined as the Board of Directors of the Association which shall initially be appointed by the Declarant until elected by

the Members of the Association as provided in the Association's Bylaws.

- 1.3 **"CLERK'S OFFICE"** is defined as the Clerk's Office of the Circuit Court of the County of Hanover, Virginia.
- 1.4 **"DECLARANT'S UTILITY RIGHTS"** is defined as the exclusive, alienable and assignable rights, powers, easements and privileges hereby reserved by the Declarant to go on, over, under and upon every portion of the Common Area and the Recreational Facilities except those portions upon which structures have been erected, to erect, lay, implant, construct, maintain, extend, use and repair electric, television and telephone poles, wires, cables, and conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, water, sewer, drainage and other public and private conveniences and utilities, including the right to locate, construct, maintain, use and repair wells, pumping stations and water pressure regulating vaults. These rights include the right to cut any trees, bushes or shrubbery, and the right to make any gradings of the soil or take any similar action reasonably necessary to provide and extend economical and safe installation and maintain reasonable standards of health, safety and appearance. The Declarant's Utility Rights shall also include the exclusive and alienable right to sell, grant and convey or dedicate roadways and other means of vehicular and pedestrian ingress and egress throughout Milestone. The Declarant's Utility Rights are and shall be in addition to all other easements reserved herein and upon any subdivision plat or other casement agreement.
- 1.5 **"IMPROVED LOT"** is defined as a Lot upon which a residence has been substantially completed. A residence shall be deemed to be substantially completed upon the issuance of any certificate of occupancy for the residence.
- 1.6 **"LOT"** is defined as any lot depicted on any subdivision plat approved by the County of Hanover, Virginia, and recorded in the Clerk's Office.
- 1.7 **"MILESTONE COMMON AREA"** is defined as all real property and any improvements thereon owned or to be owned by the Association for the common use and enjoyment of all Owners. The Milestone Common Area shall consist of all property conveyed to the Association which is designated or described as Milestone Common Area and shall include all property shown on any subdivision plat, any plat attached to a deed of conveyance from the Declarant or otherwise recorded by the Declarant in the Clerk's Office, which is designated as Milestone Common Area. Any portion of Milestone Common Area may be conveyed by the Declarant to the Association any time after or contemporaneously with its creation, and the Association shall be bound to accept such property conveyed. Additionally, all easements reserved by or conveyed to the Association for the common use, benefit and enjoyment of all Owners, or which are otherwise depicted on a plat, recorded in the Clerk's Office, as Milestone Common Area Easements, shall be deemed to be Milestone Common Area easements.

- 1.8 **"OWNER"** is defined as the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including the Declarant, but excluding those having such interest merely as security for the payment of a debt or the performance of an obligation.
- 1.9 **"POA ACT"** is defined as the Virginia Property Owners' Association Act (Title 55, Chapter 26 of the Code of Virginia of 1950, as amended).
- 1.10 **"PROPERTY"** is defined as that certain real property located in Hanover County, Virginia, described in Exhibit A of these Protective Covenants, together with such other real property as may from time to time be added thereto under the provisions of Article III hereof.
- 1.11 **"PROTECTIVE COVENANTS"** is defined as these Protective Covenants included in this Amended and Restated Declaration of Protective Covenants well as all amendments thereto.
- 1.12 **INTERPRETATION.** The definitions and text contained in this Article are substantive and not solely illustrative or precatory. The provisions of this Article shall be given full force and effect and shall govern the construction of these Protective Covenants.

ARTICLE II

COMMON AREA USE AND MAINTENANCE

- 2.1 **Owners' Easements.** Every Owner is granted and shall have a right and easement to use and enjoy the Milestone Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:
- (a) The right of the Association to charge reasonable admission and other fees for the use of any facility which may be situated upon the Milestone Common Area from time to time and which may be in addition to the annual assessments;
 - (b) The right of the Board of Directors to levy a violation charge for a violation of these Protective Covenants or of duly adopted Rules and Regulations and Architectural Standards;
 - (c) The right of the Association to suspend an Owner's voting rights and right to use any of the Milestone Common Area for any period in which the Owner is in default in the payment of any assessment against his and/or her Lot or take such other action as may be provided under the POA Act or in accordance of law. Additionally, such rights may be suspended by notice from the Board of Directors for an infraction, breach or default of the Association's published Rules and Regulations, or provisions of these Protective Covenants. Such rights may be suspended for a period commencing on the date the Owner is given notice of the cause for such suspension and ending not more than sixty (60) days after the date such

infraction, breach or default ceases or is remedied. However, nothing contained in this subsection shall be construed to permit the Association to deny an Owner direct access to his and/or her Lot;

- (d) The Declarant's Utility Rights;
 - (e) The right of the Association, subject to the Declarant's Utility Rights, to dedicate or transfer all or any part of the Milestone Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association. No such dedication or transfer by the Association, except for the dedications or transfer of utility easements by the Association or any dedication or transfer made in the exercise of the Declarant's Utility Rights, shall be effective unless approved by more than two-thirds (2/3) of the votes entitled to be cast by all of the Members of the Association;
 - (f) The rights of parties holding rights under easements reserved; and the rights of the Declarant set forth in Section 3 of this Article.
- 2.2 Declarant's Marketing Rights. Notwithstanding any provisions contained in these Protective Covenants to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant and Declarant hereby expressly reserves an easement to maintain and carry on upon portions of the Milestone Common Area and Lots which it owns such facilities (including sales and business offices, model units and sales and marketing pavilions) and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of property within Milestone, and the Declarant shall have an easement for access to such facilities.
- 2.3 Improvements. The Declarant or the Association shall have the right, but not the obligation, to develop or improve the Milestone Common Area for the use and benefit of the Owners in Milestone.
- 2.4 Maintenance of Milestone Common Areas. No dumping of trash, garbage, sewage, sawdust, refuse of any kind, including construction debris, or any unsightly or offensive materials (except in receptacles placed for such purpose) shall be permitted or placed upon the Milestone Common Area except as is temporary and incidental to the bona fide improvement of the Milestone Common Area.
- 2.5 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws and Rules and Regulations, his and/or her right of enjoyment to the Milestone Common Area and facilities thereon to the Members of his and/or her family or guests.
- 2.6 Rules and Regulations. The right of the Board of Directors to promulgate Rules and Regulations affecting Milestone Common Areas and any activities thereon.

ARTICLE III ANNEXATION OF ADDITIONAL PROPERTY

- 3.1 Reservation of Right to Expand. The Declarant expressly reserves the option to annex into the Property any and all Additional Lands to the Property which the Declarant now owns or may own in accordance with the provisions of this Article.
- 3.2 No Limitations on Option to Expand. Except as expressly stated in this Article, there shall be no limitations on the option of the Declarant to expand as set forth herein. The Declarant shall not be required to obtain the consent of any Owner of the Association in order to exercise said option to expand the Property.
- 3.3 Time Limitation on Option to Expand. The option of the Declarant to expand the Property as set forth in this Article shall terminate seventeen (17) years after the date of recordation of these Protective Covenants, or at such time as the Declarant terminates said option by amendment of these Protective Covenants.
- 3.4 Declarant Not Obligated to Expand. Nothing herein contained shall be construed to impose upon the Declarant, its successors or assigns, any obligation to develop or otherwise perform any acts with respect to the expansion of the property with Additional Lands.
- 3.5 Acquisition of Additional Milestone Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, which upon conveyance or dedication to the Association shall be accepted by the Association as Milestone Common Area, and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.
- 3.6 Withdrawal. Declarant has the right, at its sole option, to remove from the Property any portion of any Additional Lands added to the Property by recording an amendment to these Protective Covenants to remove same at any time if no Residential Unit in that Additional Lands has been conveyed to an Owner and if no Milestone Common Area in that Additional Lands has been conveyed to the Association.
- 3.7 Amendment. This Article shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any property within Milestone.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

- 4.1 Membership. Every Owner shall be a member ("Member") of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. When more than one person holds an interest in any Lot in Milestone to which a vote is allocated, all such persons shall be Members. In any instance where the Members are entitled to personally cast their votes and when more than one person holds an interest in property within Milestone: (a) the vote for such property shall be exercised as the co-owners among themselves determine.

4.2 **Voting Rights.** The Association shall have the following classes of voting Membership:

- (a) **Class A.** Class A Members shall be the owners (with the exception of the Declarant) of all Lots, who shall be entitled to one vote for each Lot owned; and
- (b) **Class B.** The Class B Members is the Declarant which shall be entitled to:
 - (i) Three (3) votes for each Lot owned; and
 - (ii) Two (2) votes for each acre (or fraction of an acre which is Fifty Percent (50%) or more), of land owned and designated in the Milestone property and with respect to which a subdivision plan has not been recorded. The Class B Membership shall terminate and be converted to Class A Membership on the happening of either the following events whichever occurs later:
 - (aa) When subdivision plats have been recorded for all of the Property to be developed for detached single-family residences and the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or
 - (bb) On December 1, 2015.

**ARTICLE V
ASSESSMENTS**

5.1 **Assessments.** The Declarant, for all the Lots located within Milestone, covenants, and each Owner by acceptance of a deed for any Lot within Milestone, whether it shall be expressed in such deed or not, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments; and
- (b) Special assessments;

All such assessments shall be established and collected as hereinafter provided. All the assessments set forth above, together with interest, costs of collection, including attorneys' fees, shall be a charge on the land of every Owner and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, late charges, costs of collection, including attorneys' fees, shall also be, in addition to the liens on the Lot, imposed hereby, the personal obligation of the Owner, or Owners (such personal obligations being the joint and several obligation of each Owner of any one Lot, if more than one) of the Lot, at such time as the assessment falls due.

5.2 **Purpose of Annual Assessments.** The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of Milestone and the establishment of reserves therefor; including by

way of example, and without limitation or restriction:

- (a) Administration and management of the Association;
- (b) Maintenance, repair, improvement and replacement of Milestone Common Area and any improvements thereon, and Scenic Buffer easements, certain public areas such as rights-of-way and median strips in dual lane public streets on the Property;
- (c) Taxes and insurance;
- (d) Legal and accounting expenses;
- (e) All other operating expenses of the Association as stated in these Protective Covenants, or in the best business judgement of the Board of Directors as relates to this non-profit corporation; and
- (f) Such capital reserves as may be established by the Board of Directors from time to time.

5.3 Special Assessments. In addition to the annual assessments and special assessments to remedy unsightly conditions authorized above, the Association may levy a special assessment applicable for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Milestone Common Area, fixtures and personal property related thereto, or for any other special need of the Association as determined by the Board of Directors. A special assessment may be made without the prior approval of the Members of the Association pursuant to §55-514 of the POA Act or to the extent that the amount of that special assessment payable in one (1) year does not exceed twenty percent (20%) of the annual assessment for the same year. Any special assessment not pursuant to §55-514 of the POA Act, the payment of which exceeds twenty percent (20%) of the annual assessment for each Lot for the same year, whether singularly or when combined with prior special assessments in the same fiscal year, must have the consent of more than two-thirds (2/3) of the votes entitled to be cast by all of the Members of the Association.

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Amendment

5.4 Rate of Assessment. The amount of the annual assessment and the special assessments imposed upon each Lot will be fixed at a uniform rate.

5.5 Determination of Annual Assessment.

- (a) The annual assessment shall be fixed by the Board of Directors in accordance with the budget approved by the Board of Directors. Such budget shall contain provisions for reasonable reserves.
- (b) Except as otherwise provided within this Section, the initial annual assessment and all subsequent annual assessments which are less than twenty percent (20%) greater than the previous year's annual assessment

shall be fixed by the Board of Directors without submission of the same to the Association for approval. Any approved budget and resulting annual assessment approved by the Board of Directors which is more than twenty percent (20%) greater than the previous year's annual assessment must be presented and approved by a majority vote of the Owners at the annual meeting of the Association preceding the fiscal year in which such assessment shall go into effect.

- 5.6 Date of Commencement of Annual Assessments and Due Dates. Prior to the commencement of annual assessments, all costs incurred in connection with the maintenance and preservation of the Milestone Common Area shall be borne solely by the Declarant. The first annual assessments shall be adjusted pro ratio according to the number of months then remaining in the fiscal year in which the Board of Directors has approved the budget. Succeeding annual assessments shall commence on the first day of each fiscal year, which fiscal year shall commence on January 1 of each year unless changed by the Board of Directors. The assessment shall initially commence for each Lot on recordation of the subdivision plat in which the Lot is located. Written notice of the annual assessment shall be sent to every Owner subject thereto within twenty-one (21) days prior to the due date for the annual assessment or beginning of the fiscal year. Annual and special assessments may be paid in installments as determined by the Board of Directors in their sole discretion.
- 5.7 Association Contribution Assessment. In addition to all assessments, an Association Contribution Assessment shall be payable by the initial Owner at the closing of the first bona fide sale of each Lot. The amount and distribution of the Association Contribution Assessment shall be determined by the initial Board of Directors.
- 5.8 Non-Payment and Remedies. If any Owner is more than forty (40) days delinquent in the payment of any installment of any assessment, the entire unpaid balance of the assessment may be declared immediately due and payable. Additionally, any assessment, or installment thereof, not paid within five (5) days after the date upon which it is due shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum or the maximum rate allowed by law, whichever is greater, together with a late charge in the greater amount of ten dollars (\$10.00) or ten percent (10%) of the assessment amount due. Moreover, if any assessment, or any installment thereof, is not paid within forty (40) days after the date upon which it is due, the Association may bring an action at law against the Owner personally obligated to pay the same and initiate proceedings to foreclose the lien against the Owner's property to which it attaches. The Association shall be entitled to collect all fees and costs of collection, including attorneys' fees, and every Owner by accepting a deed to property in Milestone, whether so expressed in the deed or not, covenants and agrees to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Milestone Common Area or abandonment of his and/or her property.

- 5.9 Certificate of Status of Assessments. The Association shall, upon written demand by a contract purchaser or a Mortgagee, of a Lot in which it has a legal interest, and for a reasonable charge to be determined by the Board of Directors (initially Twenty-Five Dollars (\$25.00)), furnish a certificate signed by the Association setting forth the status of assessments on the Lot, and whether the Owner of such Lot is in default in the performance of any other obligation to the Association. The certificate described in this Section shall not be deemed a substitute for the disclosure statement which the Association is required to prepare pursuant to the POA Act.
- 5.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate only to the lien for real estate taxes. Sale or transfer of any Lot subject to assessment shall not affect the assessment lien, but, rather, the grantor and grantee shall be jointly and severally liable for the payment of the Assessment secured thereby.

ARTICLE VI INSURANCE AND CASUALTY

- 6.1 Insurance. The Board of Directors, in its sole discretion, shall obtain and maintain, to the extent reasonably available, at least the following:
- (a) A comprehensive policy of public liability insurance policy with a Severability of Interest Endorsement", in such amounts and in such forms as may be considered appropriate by the board of Directors. The policy shall be at least a One Million Dollar (\$1,000,000.00) single person limit as respects bodily injury and property damage, a Three Million Dollar (\$3,000,000-00) limit per occurrence, if reasonably available, and a Five Hundred Thousand Dollar (\$500,000.00) minimum property damage limit;
 - (b) Worker's compensation insurance to the extent necessary to comply with applicable law;
 - (c) Such other insurance, including, but without limitation, as may be required by the Bylaws of the Association, or as are or shall hereafter be considered appropriate by the Board of Directors, a "Legal Expense Indemnity Endorsement", or its equivalent, affording protection for the officers, directors, agents and employees of the Association for expenses and fees incurred by any of them in defending a suit or settling any claim, judgment or cause of action to which any such officer, director, agent or employee shall have been made a party by reason of his and/or her services as such.
- 6.2 Requirements of Policies All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee as further identified below. Such insurance shall be governed by the provisions hereinafter set forth.
- (a) All policies shall be written with a company licensed to do business in the Commonwealth of Virginia with a rating of A+ or better as established by

A. M. Best Company, Inc.

- (b) All policies on the Milestone Common Area shall be for the benefit of the Association.
- (c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors.
- (d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.
- (e) The Association's Board of Directors shall be required to make reasonable efforts to secure insurance policies that will provide for the following:
 - (i) A waiver by the insurer of its rights to subrogation as to any claims against the Association's Board of Directors, its agents or employees;
 - (ii) A statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of the conduct of any one or more individual Owners;
 - (iii) A statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;
 - (iv) That any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
 - (v) That the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or nonrenewal.

6.3 Additional Coverages. In addition to the other insurance required by this Article, the Board of Directors may obtain, as a common expense, such other insurance as the Board deems appropriate, including: (a) worker's compensation insurance, if and to the extent required by law; (b) directors' and officers' liability coverage, if available at a reasonable premium; and (c) a fidelity bond or bonds of, directors, officers, agents and employees, handling or responsible for the Association's funds, if available at a reasonable premium. The amount of fidelity coverage shall be determined in the Board of Directors' best business judgment but, may not be less than three (3) months' annual assessments on all Lots, plus reserves on hand.

Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation.

ARTICLE VII ARCHITECTURAL CONTROL

- 7.1 Application of Article. This Article shall apply to all Lots within Milestone. No construction, modifications, additions, improvements or alterations made to existing improvements on the Lots within Milestone shall be commenced without specific written approval of the Architectural Review Committee. Construction shall include within its definition, staking, clearing, excavation, grading, and other site work including removal of plants, trees, or shrubs.
- 7.2 Amendment of This Article. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any property within Milestone.
- 7.3 Architectural Review Committee ("ARC"). An Architectural Review Committee ("ARC") shall be appointed by, and be subject to the authority of, the Board of Directors of the Association. The Board of Directors may act as the ARC until it, in its sole and exclusive discretion, determines otherwise. The ARC shall develop guidelines and application and review procedures, as part of the Milestone Architectural Standards (the "Standards").
- 7.4 No Waiver of Future Approvals. The approval of the ARC of any proposals or plans shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters subsequently submitted for approval.
- 7.5 Variance. The ARC may authorize variances from compliance with any of the provisions of the Milestone Standards when circumstances such as topography, natural obstructions, or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of these Protective Covenants, or (c) prevent the committee from denying a variance in other circumstances.
- 7.6 Review and Control by ARC. No building, home, fence, garage, swimming pool, improvement, addition, alteration or other structure of any kind shall be erected, placed or altered nor shall a building permit for such improvement be applied for on any unimproved property in Milestone until such proposed improvements shall have been reviewed and approved in writing by the ARC. In reviewing such plans, the ARC shall consider such things as aesthetic appearance, harmony with surrounding improvements, compliance with these Protective Covenants and the Milestone Standards. If approval of such plans is neither granted nor denied within thirty (30) days following receipt by the ARC of written request for

approval, the party making the submission for approval shall deliver written notice to the ARC of its failure to act, and, if approval is not granted or denied within fifteen (15) days thereafter, the plans and specifications shall be deemed to be approved.

- 7.7 Landscaping. The Milestone Standards may impose specific landscaping requirements for each Lot. A detailed landscaping plan must be submitted with the other plans submitted to the ARC for approval and Must show all plantings, material size, intended placement and variety, as well as all areas which will be seeded, sodded or mulched. Any significant plantings of trees or shrubs intended to act or resulting as a screen between properties or Lots within Milestone must be first approved by the ARC.
- 7.8 Entry on a Property. The ARC or any of its representatives shall have the right to enter any Improved Lot or unimproved Lot within Milestone for the sole purpose of determining compliance with these covenants and the Milestone Standards. Entering a property for this purpose shall not be deemed a trespass.

ARTICLE VIII

RESTRICTIONS APPLICABLE TO CONSTRUCTION

- 8.1 General Restrictions. All Lots, with the exception of wetlands designated as jurisdictional wetlands on the County Recordation Plat, shall be cleared of all obnoxious vegetation and debris and shall at all times be maintained in a clean and sightly manner. All construction shall be prosecuted in a neat and orderly manner. Trash and debris shall not be permitted to accumulate upon any property within Milestone, but, rather, all debris and trash shall be removed from the property not less than weekly during construction. Mud, debris or trash shall not be allowed to accumulate on any adjacent property or the adjacent streets. Noise, dirt, dust and waste shall be kept to the minimal amount as is practical. All improvements made on any Lot shall be in compliance with the Milestone Standards.

ARTICLE IX

GENERAL RESTRICTIONS

- 9.1 Application of Article This Article IX shall apply to Lots as defined in these Protective Covenants.
- 9.2 Architectural Review Committee An Architectural Review Committee (the "ARC") shall be appointed by, and be subject to the authority of, the Board of Directors of the Association. The Board of Directors may act as the ARC until January in the year 2001. When appointed, the ARC shall act on behalf of the Board of Directors and be responsible for review of the matters referred to herein and shall coordinate each residence and Lot and generally coordinate the aesthetic development and overall planning, as generally set forth in these Protective Covenants, all for the protection and value enhancement for all

Owners. The members of the ARC shall serve for such terms as are determined by the Board of Directors.

- 9.3 **Residential Use.** All Improved Lots shall be used for single family residential purposes exclusively. No use shall be made of any Lot which will depreciate or adversely affect the value of the surrounding Lots or of the neighborhood as a first class residential property. The use of a portion of any Improved Lot for business purposes by the owner or occupant thereof shall be considered a residential use only if the Lot is used for residential purposes as well and if such business use:
- (a) Is not detectable by sight, sound or smell from the exterior of the residence;
 - (b) Is consistent with zoning and does not violate applicable law; and
 - (c) Does not create any customer or client traffic to and from the Lot. The use of an Improved Lot shall not be deemed to be for single family purposes if the Improved Lot is to be used by more than three (3) unrelated parties to reside thereon. No structure shall be erected on any Lot other than one (1) single family residential dwelling unit and one (1) small accessory building provided the use of such accessory building does not overcrowd the site as determined by the ARC and provided further that such building is not used for any activity in any way conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.
- 9.4 **General Standards** The general appearance of homes and outbuildings shall be of traditional architectural design. Traditional architectural design is defined as one of the styles commonly known as Colonial, Williamsburg, Georgian, or Country/Farm-type architecture, or other compatible styles as determined in the sole and absolute discretion of the Declarant.
- 9.5 **Plans Approval** No Owner of Lot shall paint the exterior of any building a different color than the original color of said building without the proposed color having been approved in advance by the ARC. No building, fence, wall, sign, mailbox, lamp post, exterior lighting, driveway, or other structure shall be commenced, erected, maintained, placed or altered on any Lot, nor shall any exterior addition or change or alteration therein be made until the construction plans and specifications therefore and a plan showing the location thereof on the Lot shall have been approved by the ARC, and such approval has not been withdrawn, as to the quality and type of materials, harmony of external design and existing structures, exterior color scheme, the location with respect to topography and finish grade elevation, and the location of entrance and exit ways. They location plans must show front and side yard setbacks. Driveways will be brick, exposed aggregate, concrete or asphalt only. If the ARC has not approved or disapproved such plans and specifications within thirty (30) days after it has received data required in this Section, they shall be deemed approved. The ARC

shall adopt guidelines outlining Standards and procedures it will follow, which may include matters not specifically mentioned in these Protective Covenants, provided only that they shall be consistent with the purpose and intent of these Protective Covenants. The provisions of this Article do not release the Owner of a Lot or Lots from obtaining any permits or approvals required by any agency of Hanover County or other governing bodies with jurisdiction over the planned improvements. Compliance with the codes and ordinances, laws and regulations of all regulatory agencies is the responsibility of the Owner. The approval of the ARC is not a substitute for the approval of the regulatory agencies. The ARC's review and comment will be for aesthetic concerns only. The ARC will not review drawings and will have no liability for the technical or engineering adequacy of any construction or improvement.

- 9.6 Construction Period. All structures to be constructed upon any Lot must be completed within one (1) year after construction has commenced, unless such completion is impossible or highly impractical due to strikes, fires, national emergencies, natural calamities or other acts of force majeure. Commencement of construction shall be deemed to have occurred upon the excavation of a foundation. A house on a Lot may not be occupied until the Lot becomes an Improved Lot.
- 9.7 Temporary Structures. No structure of a temporary character shall be placed upon any Lot at any time. The foregoing prohibition shall not apply to temporary structures used by a contractor during the construction of improvements, provided such structures are not at any time used as residences and remain only in as inconspicuous a place as is practical as designated by the ARC. The foregoing prohibition shall not apply to any temporary sales offices or facilities owned or used by the Declarant.
- 9.8 Animals. Only common household pet animals shall be permitted within Milestone. All pet animals must be secured by a leash or lead at any time they are permitted outside a residence or other enclosed area upon a Lot for the maintenance and confinement of pet animals which has been approved by the ARC. No livestock, including cattle, horses, sheep, goats, pigs or poultry shall be permitted upon any Lot.
- 9.9 Signage. No sign may be erected upon any property within Milestone unless first approved in writing by the ARC. The ARC shall permit one "For Sale" sign, not exceeding two (2) feet by two (2) feet in size, to be placed upon an Improved Lot for sale.
- 9.10 Prohibited Vehicles. No Owner or any guest shall be permitted to park upon the Milestone Common Area except as may be allowed by Rules and Regulations. Parking on streets and curbsides within Milestone shall be prohibited however parking shall be permitted on driveways and in garages as approved by the ARC. No dual axle marked or unmarked commercially licensed vehicles, disabled vehicles, vehicles without a current state license, or vehicles which provide for the

storage of machinery or other equipment shall be kept upon any Improved Lot unless wholly inside an enclosed garage thereon. Boats, boat trailers, campers, buses, commercial trucks, recreational vehicles or utility trailers may be stored on a Lot but only within a garage or an enclosed or screened area approved by the ARC so that they are not generally visible from the street or adjacent property.

- 9.11 Motor Bikes, All Terrain Vehicles. No motor bikes, motorcycles or all terrain vehicles shall be driven upon the Milestone Common Area within Milestone, with the exception of licensed vehicles and mopeds which shall be operated solely upon the public streets within Milestone for direct ingress and egress purposes only.
- 9.12 External Lighting. No neon or flashing lights shall be permitted. All external lighting shall be approved by the ARC.
- 9.13 Swimming Pools. No swimming pool, whether in ground or above ground, whether permanent or temporary, shall be installed upon any Lot without the prior written consent of the ARC. The ARC shall require that all swimming pools be adequately screened from the view of adjacent lots and streets.
- 9.14 Nuisance. No obnoxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which shall may be or become an annoyance or nuisance to the neighborhood. No use shall be made of any Lot which will depreciate or adversely affect the value of the surrounding Lots or of the neighborhood as a first class residential property.
- 9.15 Antennae. No satellite dish, television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure on any Lot except as follows:
- (a) No satellite dish in excess of one meter in diameter will be allowed on any Lot.
 - (b) The preferred location and installation site for a component will be in the rear of the of the dwelling or in the rear portion of the lot. If these preferred locations preclude an acceptable quality of reception of any lot, then the owner will notify the Association in writing, through its Board of Directors, of such concern before installation. Notification must include the appropriate documentation related to preclusion of reception and identify other sites on the lot upon which the owner wishes to locate and install the component.
 - (c) A component will be reasonably screened from view from any other lot or Milestone Common Area.
 - (d) A component will be painted in a fashion that will not interfere with reception but will blend into the background against which it is mounted.
- 9.16 Resubdivision. The Declarant expressly reserves for itself, its successor and

assigns, subject to the approval of the County of Hanover, Virginia, the right to replat or resubdivide any Milestone Common Area, Lot or other property owned by it in order to create a modified Lot or property and to take such other steps as are reasonably necessary to make such Lots and property suitable as a building site, including, but not limited to, relocation of easements, walkways and rights-of-way between the property boundaries. This Section shall not be deemed to prohibit the combining of two (2) or more contiguous Lots into one (1) larger Lot, however, the resulting lot, if combined by an Owner other than the Declarant, shall retain the vote and assessment unit, of two (2) lots combined.

- 9.17 Rules and Regulations. The Board of Directors is granted and shall have the power to promulgate Rules and Regulations, from time to time, governing the use of, and activity upon the Milestone Common Area. All Rules and Regulations promulgated by the Board of Directors shall be published prior to their effective date.
- 9.18 Application of Restrictions. The application of this Article shall not be applicable to the activities of:
- (a) Declarant, its officers, employees, agents or assigns, in their development, marketing and sales of Lots; and
 - (b) To the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Milestone Common Areas, any improvements thereon, and any other areas for which the Association is responsible as provided in these Protective Covenants.

ARTICLE X EASEMENTS

- 10.1 General Easement. The Declarant reserves the right and easement to the use of all areas owned or to be owned by the Association and all Lots or any portion thereof, as may be needed for repair, regrading, landscaping, mowing, maintenance or construction (including, but not limited to, entry features and lighting) on any Lot or Milestone Common Area.
- 10.2 Scenic Buffer Easement. A natural scenic buffer easement ("Scenic Buffer") is hereby reserved for the benefit of all Owners, the Declarant and the Association. Such Scenic Buffer reserved by this section is described as a twenty-five foot (25'), no access strip in width, parallel to and abutting the southern right-of-way line of New Ashcake Road except to the extent necessary for access ways, utility easements, signage, and other purposes required or permitted by the County of Hanover, Virginia Planning Commission at the time of subdivision approval or by any other governmental body having jurisdiction with respect thereto.

No fences or other improvements, whether temporary or permanent, may be constructed or placed at any time within the Scenic Buffer, except as approved in

writing by the ARC. All areas within the Scenic Buffer are either to be left in a natural, undisturbed state, or may be improved and maintained as approved by the Board of Directors.

Any Owner of a Lot over which such Scenic Buffer exists is responsible for maintaining as provided for in this Section, that portion of his and/or her Lot and in a manner that is consistent with the care and maintenance of any contiguous Scenic Buffer for which the Association is responsible for maintenance.

In addition to the Scenic Buffer reserved hereby, the Declarant reserves for itself and the Association a perpetual easement to go over and upon such parts of the Milestone Common Area, Scenic Buffer and the Lots which are subject to the Scenic Buffer for the purpose of affecting the maintenance and planting as permitted by this Section.

- 10.3 Crossover Easement. If the Owner, including the Declarant, of any Lot must, in order to make responsible repairs or improvements to the building of his and/or her Lot, enter or cross any area owned or to be owned by the Association, or a Lot of another Owner, such Owner shall have an easement to do so, provided, that the person exercising such right shall use the most feasible route which will result in the minimum damage to such area, and, if a Lot, inconvenience to the Owner thereof. The person exercising such right shall restore the surface so entered or crossed to its original condition, at his and/or her expense.
- 10.4 Easements for Utilities. There is hereby reserved for the local water supplier, electric company, natural gas supplier, and cable television supplier easements across all Lots and the Milestone Common Areas for ingress, egress, installation, reading, replacing, repairing and maintaining utility meters and boxes. The exercise of this easement shall not extend to permitting entry into the dwelling on any Lot. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed, relocated or accessed on the Property, except as approved by the Declarant, as long as the Declarant owns any Lot within the Property, and by the Board of Directors.
- 10.5 Drainage Easement. Each Owner covenants to provide such easements for drainage and water flow as the contours of the Property and the arrangement of buildings thereon requires. Declarant reserves an easement over all of the Lots for the propose of correcting any drainage deficiency.
- 10.6 Easement for Hedges and Fences. Each Lot and its Owner is declared to have an easement and the same is granted by the Declarant, for encroachments on adjoining Lots or Milestone Common Area, as the case may be, due to hedges belonging to such Lot, to the extent such hedge has been approved by the ARC and encroaches on adjoining Lots or Milestone Common Area.
- 10.7 Duties of the Association. There are reserved for the benefit of and granted to the Association such easements as may be necessary to perform the duties and

obligations of the Association set forth in these Protective Covenants.

- 10.8 Priority of Easements. Each of the easements hereinabove referred to shall be deemed to have been established or reserved upon the recordation of these Protective Covenants and shall henceforth be deemed to be easements and covenants running with the land for the use and benefit of the Lots, and the Milestone Common Area, as the case may be, superior to all other encumbrances which may hereafter be applied against or in favor of the Property or any portion thereof.

ARTICLE XI ENFORCEMENT

- 11.1 Charges for Violations. The Board of Directors shall have the power to:
- (a) Suspend a Member's right to use facilities or nonessential services offered by the Association for nonpayment of assessments to the extent that access to the Lot through the common area is not precluded, and
 - (b) Assess and levy charges against any Owner for any violation of the Protective Covenants or Rules and Regulations for which the Owner or his and/or her family, members, tenants, guests, or other invitees are responsible. Before any such charges may be assessed, the Owner shall be given an opportunity to be heard and to be represented by counsel before the Board or Directors or other tribunal specified by the Board of Directors. Notice of a hearing shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Member at the address of record with the Association at least fourteen (15) days prior to the hearing. The amount of any charges so assessed shall not be limited to the expense or damage to the association caused by the violation, but shall not exceed fifty dollars for a single offense, or ten dollars per day for any offense of a continuing nature and shall be traced as an assessment against the Owner's Lot for the purposes. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of these Protective Covenants, these Bylaws, or the Rules and Regulations of the Association by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

ARTICLE XII GENERAL PROVISIONS

- 12.1 Amendments by the Declarant. The Declarant specifically reserves the right to unilaterally record amendments to these Protective Covenants in the Clerk's

Office to effect technical deletions, additions, and revisions to these Protective Covenants which correct, clarify, or further the intent of these Protective Covenants but which do not alter the voting power of existing Members or raises the amounts of assessments of such existing Members or to effect the annexation of additional property as provided in these Protective Covenants.

- 12.2 Term and Amendments. The covenants and restrictions of these Protective Covenants shall run with and bind the land, for a period of fifty (50) years from the recordation of these Protective Covenants in the Clerk's Office after which the term of these Protective Covenants shall be automatically extended for successive periods of ten (10) years, unless an approved instrument terminating these Protective Covenants is recorded in the Clerk's Office. These Protective Covenants may be amended or terminated at any time by an instrument approved by more than two-thirds (2/3) of the votes entitled to be cast by all of the Members of the Association. Any amendment or termination of these Protective Covenants to be effective must:

- (a) Be executed by the president of the Association and be attested to by the secretary of the Association;
- (b) Have attached to it the sworn affidavit of the secretary of the Association stating that the amendment was approved by the requisite number of votes of the Members of the Association; and
- (c) Be recorded in the Clerk's Office.

12.3 Declarant's Rights.

- (a) Any or all of the special rights and obligations of the Declarant may be transferred to other parties, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is pursuant to a written instrument signed by the Declarant and duly recorded in the Clerk's Office. So long as the Declarant is a Member of the Association, no party shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of Milestone without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant. This Section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Section shall terminate upon the earlier of:
 - (i) Twenty-five (25) years from the date these Protective Covenants is recorded; or
 - (ii) Upon recording by Declarant of a written statement by which the Declarant terminates its rights hereunder.

- (b) Declarant may designate a successor declarant or declarants to take and hold some or all of its respective rights, powers, privileges and obligations as Declarant under these Protective Covenants, by written instrument recorded in the Clerk's Office. The Association and the Owners shall not enjoy any of the rights, powers, privileges or obligations of the Declarant unless specifically granted or assigned by these Protective Covenants or by written instrument executed by the Declarant and recorded in the Clerk's Office. The "Declarant's Utility Rights" shall continue to remain vested exclusively in the Declarant even after such time as the Declarant has conveyed some or all of its other rights, title and interest in and to the Lots and all other portions of the Property, unless specifically assigned or conveyed as provided herein. The beneficiary of the first deed of trust given by the Declarant, encumbering undeveloped property and developed but unsold property subject to these Protective Covenants, may, upon foreclosure of that deed of trust or upon receipt of title to the property encumbered thereby pursuant to a deed in lieu of foreclosure, succeed to any or all of the Declarant's rights under these Protective Covenants, but shall succeed to only those rights of the Declarant which it elects to succeed to as specifically set forth in the trustee's deed or deed in lieu of foreclosure by which it or its nominee take title.

- 12.4 Exclusive Use of the Name "Milestone." The Declarant is the sole and exclusive owner of, and shall have the sole and exclusive right to use, the name "Milestone" within, on or about and with respect to the property, ventures, trade and housing within, conducted within or about, or located on any of the property within Milestone. No party shall use the name "Milestone" in connection with any business, neighborhood or organization, nor shall the name "Milestone" be placed on or incorporated in any sign or other visible medium without the prior written consent of the Declarant, which consent may be withheld by the Declarant in its sole discretion.
- 12.5 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.
- 12.6 Interpretation. Notwithstanding anything contained herein to the contrary, all the provisions of these covenants shall be subject to and conform with the applicable provisions of the zoning Approval for Milestone. These Protective Covenants shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. To the extent these Protective Covenants contains provisions relating to elements of, or property within, Milestone which are not presently a part of Milestone, such provisions shall not be deemed applicable unless and until such time, if ever, that such elements or such property becomes a part of Milestone by the annexation of such property or the construction of such elements, or both. However, all provisions which may initially be inapplicable but which become applicable at a later date upon the occurrence of a future event shall be deemed to have been applicable beginning on the date that these

Protective Covenants is recorded in the Clerk's Office with the same priority as all provisions of these Protective Covenants which are initially applicable.

- 12.7 Transfers to Association. Declarant may transfer any or all of the ownership, benefits and/or obligations to which it is entitled or subject by reason of this Declaration, to the Association, which shall thereafter be entitled to all of the benefits and be bound by the obligations appurtenant to any interest so transferred. After Declarant makes such a transfer, arising out of events thereafter occurring.

ARTICLE – XIII

SPECIAL FHLMC AND FNMA PROVISION

So long as required by the Federal Home Loan Mortgage Corporation, or the Federal National Mortgage Association, the following provisions apply in addition to and not in lieu of any other provisions in these Protective Covenants. Unless at least two-thirds (2/3) of the Mortgagees or Owners representing at least two-thirds (2/3) of the Association's total votes entitled to be cast thereon consent, the Association shall not:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any material portion of the real property comprising the Milestone Common Area which the Association owns, directly or indirectly (the exercise of the Declarant's Utility Rights and granting of easements for utilities or other similar purposes consistent with the intended use of the Milestone Common Area shall not be deemed a transfer within the meaning of this subsection);
- (b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Lot (a decision, including contracts, by the Board of Directors or provisions of any declaration subsequently recorded on any portion of Milestone shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by these Protective Covenants);
- (c) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of improvements on Lots and of the Milestone Common Area (the issuance and amendment of architectural standards, procedures, Rules and Regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);
- (d) Fail to maintain insurance, as required by these Protective Covenants; or
- (e) Use hazard insurance proceeds for any Milestone Common Area losses for other than the repair, replacement or reconstruction of such property.

IN WITNESS WHEREOF, the Declarant has caused these Protective Covenants to be executed by its duly authorized officers.

Ashcake Development Company, L.P.

By: [Signature]
J. Jeffrey Staples

State of Virginia, County of ^{Hanover} ~~Henrico~~, to-wit:

I Leslie A. Fiori, a notary public of the state and county aforesaid do, certify that J. Jeffrey Staples, _____ whose name was signed on March 18, 1997 in his capacity on that date to the foregoing document has acknowledged said document and signature before me in the county aforesaid.

Given under my hand and notarial seal this 18 day of March, 1997.

Leslie A. Fiori
Notary Public

My Commission expires: 2-29-00

Virginia, Hanover County, to-wit:

In the Clerk's Office of the County and State aforesaid the 18
day of March, 1997 at 3:06 o'clock p M, the foregoing
writing was presented and admitted to record, together with the annexed certificate
of acknowledgement and recorded in Deed Book No. 1245 page 405

Tested: R.L. Shelton Clerk

**FIRST SUPPLEMENTAL AMENDMENT TO THE
MILESTONE AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS**

THIS FIRST SUPPLEMENTAL AMENDMENT TO THE MILESTONE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS ("Protective Covenants") is made this 9th day of JUNE 1999, by Ashcake Development Company, L.P., a Virginia limited partnership ("Declarant"):

RECITALS

Declarant is the owner and developer of certain real property in the County of Hanover, Virginia, whereon lies a single-family subdivision known as Milestone. Pursuant to Article XII, General Provisions, 12.1, Amendments by the Declarant of the Milestone Amended and Restated Declaration of Protective Covenants, the Declarant hereby corrects technical omissions through this First Supplemental Amendment to the "Milestone Amended and Restated Declaration of Protective Covenants", dated January 1, 1997, recorded in the Clerk's Office in Deed Book 1245, Page 405, et seq., which amended and restated the "Declaration of Rights, Easements, Restrictions, Covenants, Affirmative Obligations And Conditions Applicable To all Property in Milestone", dated May 8, 1996, recorded in the Clerk's Office in Deed Book 1192, Page 697, et seq.

DECLARATION OF AMENDMENT & RESTATEMENT

Addition to Recitals:

Milestone is defined as that certain real property shown on the attached plat showing 213.212 acres of land located on the south side of Ashcake Road, Chickahominy District, Hanover County, Virginia, and drafted by Balzer & Associates.

Amendment by restatement of Article V, Assessments, 5.10 Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to any 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. Such subordination shall not release the Owner from personal liability for such assessment.

**Amendment by restatement of Article XII, General Provisions, 12.3 (a) Declarant's Rights (i):
Seven (7) years from the date these Protective Covenants are recorded; or**

IN WITNESS WHEREOF, the Declarant has caused this First Supplemental Amendment to be executed by its duly authorized officers.

Deed # 11283

Ashcake Development Company, L.P.

Org. Returned: Grantor _____ Grantee _____

By: [Signature]

Others: Jim Smith

J. Jeffrey Staples

State of Virginia, County of Henrico, to-wit:

I James B. Daniel, a notary public of the state and county aforesaid do certify that J. Jeffrey Staples,

whose name was signed on June 9, 1999 in his capacity on that date to the foregoing document has acknowledged said document and signature before me in the county aforesaid.

Given under my hand and notarial seal this 9th day of June, 1999.

James B. Daniel
Notary Public

My Commission expires: 7/31/2001

BOOK 1470 PAGE 301

in the Clerk's Office of the County and State aforesaid the _____

day of June, 1999, at 9:31 o'clock A. M. the foregoing writing was presented and admitted to record, together with the annexed certificate of acknowledgment and recorded in Deed Book No. 1470 page 301

Teste: R. L. Skelton C.

AMENDMENT TO MILESTONE PROTECTIVE COVENANTS

THIS AMENDMENT TO MILESTONE PROTECTIVE COVENANTS, made this 21st day of November, 2000, by Ashcake Development Company, L. P., a Virginia limited partnership ("Declarant") provides as follows:

RECITALS:

Declarant is the owner and developer of that certain residential subdivision, lying and being in the County of Hanover, Virginia, known and described as Milestone ("Milestone").

Declarant has executed those certain Declaration of Rights, Easements, Restrictions, Covenants, Affirmative Obligations and Conditions Applicable to all Property in Milestone (the "Declaration"), dated May 8, 1996 and recorded June 13, 1996, in Deed Book 1192, page 697, in the Clerk's Office of the Circuit Court of Hanover County, and the Amended and Restated Declaration of Protective Covenants (the "Amended Covenants"), dated January 1, 1997, and recorded March 18, 1997, in Deed Book 1245, page 405, in the aforesaid clerk's office.

Paragraph 9.10 of the Amended Covenants and the Architectural Standards of Milestone restrict the type of vehicles and boats which are permitted to be parked on the streets and on the various lots of Milestone.

The Declarant, pursuant to paragraph 12.1 of the Amended Covenants reserved the right to unilaterally record amendments to the Amended Covenants to, among other things, correct, clarify or futher the intent of the Amended Covenants.

The Declarant now desires to clarify what vehicles are permitted to be parked on the lots of Milestone.

DECLARATION:

Declarant, by virtue of its power and authority contained in the Declaration and the Amended Declaration and elsewhere hereby clarifies modifies and amends the Declaration and the Amended Declaration of Milestone as follows: a standard commercial van or panel truck not exceeding eighteen feet (18') in overall length and seven feet (7') in height, with or without commercial advertising and ladder/equipment racks and used in part for the storage of equipment and tools shall not be deemed or defined as a commercial vehicle and shall be permitted to be parked in the driveway or under cover in any lot of Milestone.

ASHCAKE DEVELOPMENT COMPANY, L.P.

BY:




J. JEFFREY STAPLES, PRESIDENT,
INVESTMENT DEVELOPMENT, INC.,
GENERAL PARTNER

INSTRUMENT #000013955
RECORDED IN THE CLERK'S OFFICE OF
HANOVER ON
NOVEMBER 27, 2000 AT 03:14PM
FRANK D. HARGROVE, JR., CLERK

By: Janh Major (100)

STATE OF VIRGINIA
COUNTY OF HANOVER

Acknowledged before me this 22nd day of November 2000 by J. Jeffrey Staples.


Notary Public

My commission expires: July 31, 2001

GPIN No.'s Listed on Attached "Exhibit A."

**AMENDMENT TO THE MILESTONE AMENDED AND RESTATED DECLARATION
OF PROTECTIVE COVENANTS**

THIS AMENDMENT to the Milestone Amended and Restated Declaration of Covenants is made this 29 day of July, 2005 by the Milestone Owners Association, Inc., a Virginia nonstock corporation:

WITNESSETH:

WHEREAS, the Milestone Amended and Restated Declaration of Covenants, dated January 1, 1997, was recorded in the Clerk's Office of the Circuit Court of Hanover County, Virginia on March 18, 1997, in Deed Book 1245, Page 408, et seq., as amended (hereafter "Declaration");

WHEREAS, pursuant to the Declaration and its Articles of Incorporation, the Milestone Owners Association, Inc. (hereafter "Association") was created to be the property owners association having jurisdiction over the property subjected to the Declaration;

WHEREAS, pursuant to Article XII, Section 12.2 of the Declaration, the Declaration may be amended by an instrument approved by more than two-thirds (2/3) of the votes entitled to be cast by all of the Members of the Association;

WHEREAS, the Association proposes to amend Article V, Section 5.7 of the Declaration, relating to contribution assessments, to clarify the capital contribution requirement and exempt from the requirement Lot purchasers merely relocating from another Lot in Milestone for which the purchaser had previously made a capital contribution upon acquisition of the purchaser's former Lot;

WHEREAS, at a duly noticed special meeting of the Membership held on June 9, 2005, this Amendment was approved by more than two-thirds (2/3) of the votes entitled to be cast by all of the Members of the Association;

NOW, THEREFORE, in consideration of the foregoing, in accordance with the Milestone Amended and Restated Declaration of Protective Covenants, the Declaration is hereby amended as follows:

1. The Declaration is hereby amended, and Article V, Section 5.7 of the Declaration is hereby amended to read, in its entirety, as follows:

5.7 Capital Contribution. Upon acquisition of record title to a Lot, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount to be determined by the Board of Directors from time to time. This amount shall be in addition to, not in lieu of, the regular assessment levied on the Lot and shall not be considered an advance payment of

any portion thereof. This contribution shall not be required upon acquisition of record title to a Lot if the purchaser of that Lot is relocating directly from another Lot in Milestone for which the purchaser had previously made a capital contribution upon acquisition of record title.

2. The effective date of this Amendment shall be the date of recordation.

3. Except as modified by this Amendment, all of the terms and provisions of the Declaration are expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to the Declaration to be executed and recorded on behalf of Milestone Owners Association, Inc

Witness:

Joseph Martin Levy
Secretary

Milestone Owners Association, Inc., a Virginia nonstock corporation.

By:

President:

Lou Ellen Lavender

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Hanover

On this 29th day of July, 2005, before me, the undersigned notary public, personally appeared Lou Ellen Lavender, President of the Milestone Owners Association, Inc., who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

My commission expires: Sept. 30, 2005

Elizabeth C Alexander
Notary Public

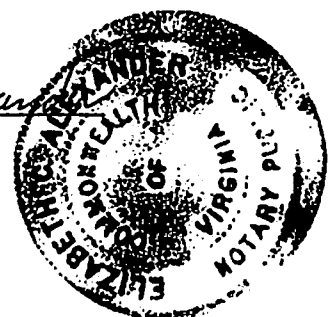
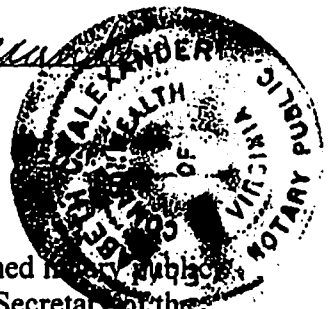
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Hanover

On this 29th day of July, 2005, before me, the undersigned notary public, personally appeared Joseph Martin Levy, Secretary of the Milestone Owners Association, Inc., who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

My commission expires: Sept. 30, 2005

Elizabeth C Alexander
Notary Public



AFFIDAVIT

The Secretary of the Milestone Owners Association, Inc., hereby certifies that the above Amendment to the Milestone Amended and Restated Declaration of Protective Covenants was consented to, approved by a vote and executed by more than two-thirds (2/3) of the entitled to be cast by all of the Members of the Association, pursuant to Article XII, Section 12.2 of the Milestone Amended and Restated Declaration of Protective Covenants. Milestone is located in Hanover County, Virginia and the Milestone Amended and Restated Declaration of Protective Covenants is recorded in the Clerk's Office of the Circuit Court of Hanover County, Virginia, in Deed Book 1245, Page 408, et seq., as amended.

By:

Joseph Martin Levy
Secretary

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Hanover

On this 29th day of July, 2005, before me, the undersigned notary public, personally appeared Joseph Martin Levy, Secretary of the Milestone Owners Association, Inc., who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

Elizabeth C Alexander
Notary Public

My commission expires: Sept. 30, 2005



EXHIBIT "A"
Tax Map Numbers for
Milestone Owners Association, Inc.

BOOK 2562 PAGE 040

7798-50-5437	7797-68-4710	7797-59-8713	7798-50-3398
7797-49-4897	7798-50-4021	7797-39-7987	7797-69-5433
7798-50-4803	7797-69-8925	7797-48-3771	7798-60-0365
7798-60-2549	7797-48-5581	7798-60-3410	7797-69-6773
7797-69-0842	7798-50-2341	7797-58-5964	7797-48-9689
7797-59-4311	7797-68-3513	7797-59-9118	7797-49-0002
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7797-69-2599	7797-68-7530	7798-50-5071	7798-60-2012
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INSTRUMENT #050016171
 RECORDED IN THE CLERK'S OFFICE OF
 HANOVER ON
 AUGUST 11, 2005 AT 10:40AM
 FRANK D. HARGROVE, JR, CLERK
 RECORDED BY: SRP