

Circuit Court Deed Calculation for Northampton Circuit

Deed Type:	DEC --> DECLARATION
Grantor Exempt:	N
Grantee Exempt:	N
Consideration Amount:	\$0.00
Assume/Value Amount:	\$0.00
Locality Percent:	100.00000%
Pages:	30
Names:	1
O/P:	0
Date:	10/6/2014

Fee	Amount
Clerk Recording and Indexing Fee (301)	\$ 28.50
VSLA (145)	1.50
Technology Trust Fund (106)**	5.00
State Grantee Tax (039)	0.00
Local Grantee Tax (213/214)	0.00
State Grantor Tax (038)	0.00
Local Grantor Tax (220/223)	0.00
Transfer Fee (212)	0.00
Regional Congestion Relief Fee (014)	0.00
Virginia Outdoors Foundation (035)	0.00
Processing Fee (036)*	0.00
Copy Fee (236)	0.00
Total:	\$ 35.00

*Clerk and Deed Processing Fees do not apply to any agency of the Commonwealth of Virginia.

**The Technology Trust Fund fee does not apply to any federal, state, or local government.

Prepared by and,
Return to: Grey & Arsenault, P.C.
Suite 410
6330 Newtown Road
Norfolk, Virginia 23502
Tax Account Nos.:
105-10-2 through 105-10-36, 105-10-38 through 105-10-55, 105-10-CA, 105-10-A & 105-10-B.

DECLARATION OF RESTRICTIONS

THIS DECLARATION, made as of this 3rd of October 2014, by TCS LEASING & BUILDING, LLC, a Virginia Limited Liability Company, Grantor, herein referred to as "Declarant," whose address is 1128 Cooke Avenue, Norfolk, Virginia 23504.

WITNESSETH

WHEREAS, Declarant is the owner of all the real property set forth and described as shown on Exhibit A, attached to this deed and made a part of this deed herein referred to as "Nottingham Estates" or the Property.

WHEREAS, Declarant is about to sell and convey said lots and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions, and charges, hereinafter collectively referred to as "Restrictions," under a general plan or scheme of improvement for the benefit and complement of all of the lots in the Subdivision, and of the future owners of said lots;

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in "Nottingham Estates" to create a homeowners' association for the purpose of administering the Property, enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and performing other functions in accordance with this Declaration and in accordance with the attached Bylaws;

WHEREAS, Declarant has incorporated Nottingham/Northampton Homeowners Association Inc. under the nonstock corporation law of the Commonwealth of Virginia for the purpose of exercising the above-mentioned functions,

NOW, THEREFORE, Declarant hereby declares that all of the Property, except as provided herein, is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property described in the plat and of the Subdivision as a whole. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right,

title, or interest and to the real property or any part or parts thereof subject to such Restrictions.

MUTUALITY OF BENEFIT AND OBLIGATION

A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots herein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors, and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivision and their respective owners.

B. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions. The definitions of Article III of the attached Bylaws are incorporated into this Declaration.

ARTICLE I RIGHTS OF DECLARANT

Section 1.1 Rights of Declarant. With respect to the Association Property, and in addition to other rights granted the Declarant, Declarant shall have the right to grant and reserve easements and rights of way for the installation, maintenance, repair replacement and inspection of utility lines, wires, pipes and conduits; use the Association Property for ingress and egress to those portions of the Property comprising easements, and operate a sales center and to have prospective purchasers and others visit such sales center and use certain portions of Association Property, including, but not necessarily limited to, the parking spaces.

Section 1.2 Utilities. Declarant reserves a perpetual, alienable, and releasable easement and right, on, over, and under portions of the Property, as Declarant may determine, to erect, maintain, and use or to permit third parties to erect, maintain, and use electric, community antenna television, cable television, telephone and other utility poles, wires, cables, and conduits, streetlights, drainage ways, sewers and water mains, or other public conveniences or utilities to the Property, and all related equipment for the provision of electric, community antenna television, cable television, telephone and other utility poles, wires, cables, and conduits, streetlights, drainage ways, sewers and water mains, or other public conveniences or utilities to the Property. The foregoing easement includes the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or to take any other similar action necessary to provide economical and safe utility services and to maintain reasonable standards of health, safety, and appearance.

Section 1.3 Wells, Pumping Stations, Et cetera. Declarant may locate wells, pumping stations, situation basins, and tanks on the Property.

ARTICLE II RESTRICTIONS

i. USES ALLOWED

2.0 Lots shall be used exclusively for single family residential purposes as governed by Northampton County Zoning Ordinances and as further outlined herein. There shall be no storing of agricultural, aqua-cultural, or commercial equipment of any kind on the Property such that it can be seen from the street or another property owner's residence. Boats, campers, trailers, and gardening and lawn care equipment must be screened from view. Notwithstanding anything to the contrary in this document, any resident may carry on any commercial activity provided that it is not visible or audible from the street or any other property owner's residence as governed by the county zoning ordinance. Customer or employee traffic for such use shall not exceed 3 vehicles per lot per day, and daily supplier traffic and commercial deliveries to such commercial activity are prohibited to prevent excessive traffic in the community.

ii. BUILDING RESTRICTIONS AND GUIDELINES

2.1. No Primary dwelling shall have less than 900 square feet of fully enclosed heated floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, carports and other buildings.) unless approved by the Declarant or the Homeowners' Association based upon higher than average quality architecture and/or site plans and landscaping plans submitted and approved in writing.

2.2. Landscaping shall be installed on all lots prior to occupancy or use of any building constructed on any lot in Nottingham Estates. Dwellings shall be required to have not less than two trees which are a minimum of six feet in height, properly installed and staked, complete grass planting or sod installation, complete foundation plantings, and a surfaced driveway as a minimum standard prior to occupancy. Sheds or other storage buildings shall have foundation plantings, and be structurally complete in every respect prior to use. Trees installed for this purpose shall be planted by professional standards, be finished with mulch, and replaced immediately if dead, defective, or diseased at any time. It is the intention that proper compliance to this provision result in a scenic quality landscape on each lot in Nottingham Estates prior to occupancy. In lieu of a complete

installation, buildings may be occupied at such time as a complete set of landscape plans have been approved by Declarant.

2.3. No truck body or portable storage units shall be placed or utilized on any lot in Nottingham Estates, except for such units necessary for material storage during the construction of a building and shall be promptly removed thereafter.

2.4. A. Garage apartment, if allowed by Northampton County zoning ordinances, is limited to one bedroom.

B. Not more than one single-family dwelling may be erected or constructed on any one lot. No accessory or temporary building shall be used or occupied as a separate full time residence.

C. No structure shall have tarpaper, roll brick siding, or similar materials on outside walls as finished surfaces.

D. No camper shall be occupied while on any numbered lot.

E. All building exteriors must be completed within 6 months from the date construction commences.

F. The foundations of all dwellings must be covered with brick, stone, brick veneer, parged, or stucco in such a manner as to not expose cinder block or other structural material of the foundation to view.

G. The roof pitch of any residential dwelling/house must be at least 5/12.

H. All homes are required to be built on crawl space elevated foundations. All foundations shall be covered in brick, brick veneer, or stucco parge as approved by Declarant.

I. The exterior materials of all buildings for roofing, siding & foundations shall be of Vinyl, wood, cement board or stucco, unless otherwise approved by Declarant. Accessory building exterior finishes shall be of coordinated design and color with the primary residence on the same lot.

J. Metal-sided accessory buildings must comply with coordinated color requirements and be landscaped with foundation plantings, trees and shrubs. Bare metal finishes are prohibited.

K. No accessory building shall exceed 1 1/2 stories in height. Roof pitch must be a minimum of 4/12 roof pitch. Open sheds for boat and recreational vehicle storage are

allowed without height or pitch requirement, so long as reasonably landscaped and screened from view.

L. Driveways must be made and surfaced with a minimum of crush-and-run, concrete, or shell, or other materials as approved by the Declarant upon site plan review

M. No ponds or berms shall be constructed, except with the prior written approval of the adjoining lot owners within Nottingham Estates.

2.5. All homes shall include a standard front yard lamp post fixture installed 25 feet from the street and centered on the house which shall be a fixture chosen by Declarant and established as the standard lamp post fixture for the community.

2.6. No mobile homes, including single and double-wide, shall be placed or occupied on any lot.

2.7. There shall be no further subdivision which results in the creation of a new lot within Nottingham Estates other than by the Declarant in the conversion of the former "community common space," shown on the plat of Nottingham Estates, to residential use, which former "community common space" may become 2 lots.

2.8. The building of structures shall be consistent with county planning and zoning regulations.

2.9. A. Any building or structure that may be destroyed in whole or in part by fire, windstorm, hurricane, or from any other cause, must be rebuilt or all debris removed (and excavation refilled) and the lot must be restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than 6 months.

B. Homes cannot be occupied until issuance of a final occupancy certificate from the Northampton County, Virginia Building Inspector's Office.

2.10. All oil, propane or fuel tanks shall be buried, located in a garage, or otherwise screened from view from the street or another property owner's residence. No barrels or tanks of any nature shall be permitted as storage tanks in any exposed place.

2.11. No trucks, buses or commercial type vehicles with a GVWR, (gross vehicle weight rating), in excess of 12,000 lbs. shall be stored or parked on any lot except while parked in a closed garage or fully screened area. No trucks, buses or commercial type vehicles with a GVWR, (gross vehicle weight rating), in excess of 12,000 lbs. shall be stored or parked on any street within the subdivision.

2.12. No lots shall be used as dumping ground for rubbish. Trash and garbage shall be kept in sanitary containers. During construction and any improvements thereafter, all trash shall either be burned, consistent with local fire regulations, or removed by the lot owner at his expense.

2.13. All telephone and electric installations to the individual residences shall be underground. Lot owners shall, upon request, grant to A & N Electric Cooperative, Verizon telephone company, other cable or utility companies, or other appropriate utility providers all necessary easements for the benefit of the owners within the subdivision, provided that all easements thereby granted shall be within 10 feet of a property line.

2.14. Any lot purchaser desiring to erect any fence upon a lot shall secure the express written consent of the Declarant with regard to the size and material thereof; it being contemplated that the overall appearance of the community will be enhanced by the absence of fences as far as practicable. This restriction 2.14 shall expire on September 30, 2025.

iii DARK SKY LIGHTING REQUIREMENTS

2.15. All exterior lights shall be designed, located, installed and directed in such a manner as to prevent the glow of light into the open sky and across property lines of any lot, and to prevent light and glare across property lines of any lot. Neon vapor pole lamps are prohibited unless fully shielded and installed less than 10 feet from the ground. The following specifications must be met: a) All lights must be directed at the ground. All building and aesthetic lights must be lit from the top and shine downward. All lights must be shielded on the sides to prevent glare and light trespass. The visible lighting must be, as much as physically possible, contained to the target area; b) All lights for security or aesthetics shall be full cut-off or a shielded type, not allowing any upward distribution of light. Flood lights are strongly discouraged, and if used, must be shielded to prevent: 1) light glare or light trespass beyond the property line, and 2) light above a horizontal plane, and c) Light trespass shall be defined as light from an artificial source that is intruding into an area where it is not wanted or does not belong.

iv NUISANCE AND GENERAL PROHIBITIONS AND REQUIREMENTS

2.16 a) No noxious, illegal or offensive activities shall be permitted on any lot, nor shall anything be done thereon which shall be or become any annoyance or nuisance to the neighborhood. Excessive dog barking is prohibited to prevent annoyance to Nottingham Estates residents and it shall be the obligation of dog owners in the community to prevent such annoyances from occurring.

b) No signs of any kind shall be displayed on any lot, other than name and/or address identification of owner or lessee of lot, property name, realtor signs, and builder signs. There can be no more than one realtor sign and one builder sign per lot, and only during the course of listing or construction. Realtor and builder signs must be limited to 2'x3' in size, not to exceed 4' in height

during periods of construction or active listing of the property.

c) All lots must be kept in a tidy manner. Undeveloped areas of the lots may be cultivated for crops to meet this requirement, so long as best management practices are followed, with cover crops required in the winter season.

d) Commercial kennels and commercial raising of dogs or cats is prohibited. Residents may not have more than 2 dogs residing on any lot as household pets or otherwise.

e) Boats owned by property owners may be stored on individual lots based on one boat per lot, and visiting guests who are residing on the property may also have a second boat on an individual lot for short term visits. However, long term boat storage for third-party individuals who do not own the lot is strictly prohibited, and long term storage of multiple boats owned by lot owners is prohibited, unless fully screened or in a garage.

Section 2.17 Property Maintenance and Lawn and Landscaping Care. Lots, buildings, and other improvements shall be maintained consistent with good property management, whether occupied or unoccupied, and in such manner as to prevent their becoming unsightly by reason of unattractive growth or accumulation of rubbish. To that end, each lot owner has the following responsibilities:

1. Seeding, weeding, regular cutting, and watering of lawns, including a grass strip next to the street or within drainage swales which may technically be within public road right-of-way and/or within all easements, (including but not limited to drainage, impoundment, and BMP maintenance easements), and for lots abutting the lakes, along all lakes, ponds, and water bodies, (including but not limited to storm water detention facilities and Best Management Practice ponds).
2. Pruning and care of all trees and shrubbery.
3. Removing snow from adjacent sidewalks and paths.
4. Painting and external care of structures and other improvements.
5. For a period of five years after the transfer of title by the Declarant to a Lot, no trees, landscaping, or fencing shall be removed from any such transferred Lot except with the permission of the Declarant.
6. Disposing of trash and other refuse on a weekly basis.
7. Not allowing the accumulation or storage of trash or bulk materials on any Lot, including but not limited to the easements and areas described in this Declaration.

8. Lot owners over whose back yards Declarant has installed fences shall maintain such portions of such fences that are on the lot owners' lot.

Section 2.18 Drainage. No owner of any lot shall interfere with the natural drainage of surface water from any such lot to the detriment of any other lot.

Section 2.19 Lakes, Ponds, And Water Bodies. There shall be no swimming, use of personal flotation devices, or boating in any lakes or ponds located within the Subdivision. This paragraph shall not apply to prohibit any use by Declarant specifically authorized under this Declaration.

Section 2.20 Outdoor Repair Work. With respect to a Lot to which title has been transferred by the Declarant, or its assigns, no extensive work on any motor vehicles, boats or machines of any kind shall be permitted outdoors on such Lot or portion thereof.

Section 2.21 Certain Rights of Declarant. Further, for such time as Declarant shall own Lots, the Declarant shall have the right, without the consent or joinder of any person or party, to waive or modify any of the terms and provisions of this declaration that apply to any lot or lots so long as such waiver or modification shall not adversely impact the subdivision Property as a whole, which determination shall be in the sole discretion of the Declarant.

Section 2.22 Enforcement: The Declarant and any owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, subject to Declarant's rights in Section 2.21 and subject to Declarant's and Owners' rights in Section 3.5. Failure by the Declarant or 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.

ARTICLE III GENERAL PROVISIONS

Section 3.1. Declaration Runs With the Land. Each person or entity acquiring an interest in a Lot or other portion of the Property or otherwise occupying any portion of the Property (whether or not the deed, lease or any other instrument incorporates or refers to the Declaration) covenants and agrees for him, her, or itself, and for his, her or its heirs, successors and/or assigns, to observe, perform and be bound by the provisions of this Declaration, including personal responsibility for the payment of all charges and may become liens against his, her or its property and which become due while he, she or it is the Owner thereof, and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Lot or other portion of the Property.

Section 3.2 Enforceability by Owners. The provisions of the Declaration shall bind the Property and shall be construed as running with the Land and shall inure to the benefit of and be

enforceable by the Declarant, and/or its assigns, and by any Owner (Owner is defined as the fee simple lot owner within the subdivision), their respective legal representatives, heirs, successors or assigns, and by the Association by actions at law or by suits in equity. As it may be impossible to measure monetarily the damages which may accrue to the beneficiaries hereof by reason of a violation of the Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance as well as any other relief available at law or in equity, to enforce the provisions hereof.

Section 3.3 No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of the Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or similar violation, occurring prior or subsequent thereto. No liability shall attach to any other person or organization for failure to enforce the provisions of the Declaration.

Section 3.4 Obligation and Lien for Cost of Enforcement. If any party successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Declaration, or the rules and regulations promulgated hereto, the costs of such action, including legal fees, shall become a binding personal obligation of the violator. If such violator is (1) the Owner, or (2) any family member, tenant, guest or invitee of the Owner, or (3) a family member or guest or invitee of the tenant of the Owner, or (4) a guest or invitee of (i) any member of such Owner's family or (ii) any family member of the tenant of such Owner, such costs shall also be a lien upon the Lot, Unit or other portion of the Property owned by such Owner, if any.

Section 3.5 Amending or rescinding. In addition to Declarant's rights in Section 2.21, Declarant, or its assigns, during the time the Declarant or its assigns owns any Lots, may make amendments to this Declaration to correct omissions or errors, which amendments shall not adversely modify substantial rights of any Lot Owner without such Lot Owner's written consent. All other amendments or a rescission of this Declaration, unless otherwise specifically provided for herein, may be made by obtaining the consent in writing of the Owners of not less than two-thirds (2/3) of all Lots which are subject to this Declaration. In addition, until seven (7) years from the date of the recording of this Declaration, the written consent of the Declarant, or its assigns, will be required for any amendment which adversely affects a substantial interest or right of the Declarant, or its assigns, which consent must not be unreasonably withheld.

In voting for such amendment or rescission, Owners shall have one (1) vote for each Lot owned. The Owners of every Lot shall receive written notice of every proposed amendment or rescission at least thirty (30) days prior to the date or initial date set for voting on said proposed amendment or rescission.

Anything to the contrary herein notwithstanding Declarant, or its assigns, may, until the expiration of seven (7) years from the date of recordation of this Declaration, unilaterally amend this Declaration so as to render the same consistent with the requirements of the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the

Department of Housing and Urban Development, or the Veteran's Administration, without the permission or signature of any Lot Owner or Lender.

Section 3.6 Owner Responsible for Tenants. Any lease of a home shall provide that the tenant shall comply in all respects with the terms of this Declaration. If a tenant is in violation of such Declaration, any party shall so notify the Owner of the Unit which such tenant occupies in writing by certified mail, return receipt requested. If the violation is not cured within thirty (30) days after the Owner has received notice of such violation, any party may pursue any remedies which it may have pursuant to Section 3.2 of this Declaration.

Section 3.7 When Amendment or Rescission Becomes Effective. Any amendment or rescission to the Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the Office of the Clerk of the Circuit Court of Northampton, Virginia. Such instrument need not contain the written consent of the required number of Owners, but shall contain a certification that the consents required for such amendment or rescission have been received.

Section 3.8 Duration. The provisions of this Declaration, unless amended or rescinded as hereinbefore provided, shall continue with full force and effect against the Lots, all other portions of the Property, the Owners of the Lots, and the Owners of all other portions of the Property, until twenty (20) years from the date of initial recordation and shall, as then in force, be automatically, and without further notice, extended for successive periods of ten (10) years.

Section 3.9 Construction and Interpretation. Declarant shall have the right to construe and interpret the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefitted by the provision hereof.

Section 3.10 Conflict With Municipal Laws. The protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.

Section 3.11 Invalidity of Agreement or Declaration. The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

**ARTICLE IV
NOTTINGHAM/NORTHAMPTON HOMEOWNERS ASSOCIATION INC.**

SECTION 1. ORGANIZATION.

(A) The Association. The Association is a nonprofit, nonstock corporation organized and existing under the laws of Virginia charged with the duties and vested with the powers

prescribed by law as amended from time to time and as set forth in the Articles of Incorporation of the Association, this Declaration, any supplementary Declarations, and the Association Bylaws as such documents may be amended from time to time, (hereinafter collectively referred to as the Documents).

(b) Board of Directors.

(1) The number of Directors and method of selection shall be provided in the Bylaws.

(2) The Board of Directors shall have all powers for the conduct of the affairs of the Association which are enabled by law or the Documents which are not specifically reserved to Members or Declarant by such Documents.

(3) The Board of Directors shall exercise its powers in accordance with the documents.

SECTION 2. MEMBERSHIP.

(a) Basis. Membership shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except as provided in the Documents.

(b) Member's Rights and Duties. Each Member shall have the rights, duties and obligations set forth in the Documents.

(c) Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all owners except the Class B Members. Class A Members shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B Member shall be Declarant, The Class B Member shall be entitled to three (3) votes for each Lot owned.

The Class B membership and the Class B voting rights shall cease upon the later of the following events: until the completion, construction, marketing and sale of all improved lots in Nottingham Estates or on December 31, 2019, whichever is the last to occur. Thereafter, the Declarant shall have Class A membership rights for each Lot it may own.

(d) Exercise of Vote. The vote for any membership, which is held by more than one (1) person may be exercised by any one (1) of them, unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote for such

membership shall not be counted.

ARTICLE V COMMON AREA

Section 5.1 Dedication of Association Property. Declarant has or will convey to the Association certain Property for the use and enjoyment of the Members as shown on the Subdivision Plat of Nottingham Estates. This property conveyed by the Declarant to the Association shall be referred to as "Association Property" or as "Common Area." The Association must accept any such conveyance made by the Declarant provided such conveyance is made without consideration.

Section 5.2 Obligations of the Association. The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for the upkeep, maintenance, replacement, repair, management, and control for the benefit of the Members of the Common Area conveyed to it or for which there has been granted an easement in favor of the Association, including but not limited to, the BMP maintenance pond, the entrance sign, all community structures such as gazebos, common area landscaping, and private roads, concrete, landscaping structures, and all improvements thereon (including any drainage facilities and furnishings and equipment related thereto required to be constructed and/or maintained by the Declarant, the Association or any Owner), and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with standards adopted by the Association and in accordance with all applicable laws, statutes, ordinances, rules and regulations, including any applicable laws, statutes, ordinances, rules and regulations, or conditions imposed by Northampton County, Virginia, or any other governmental entity or agency relative to the Common Area or any facility located thereon. The Association shall maintain the streets shown on the plat of Nottingham Estates until such time as the streets are accepted as public streets and the streets are maintained by the Virginia Department of Transportation, Northampton County, or any other public agency.

Section 5.3 Easement of Enjoyment. Every Owner shall have the right to use the streets.

Section 5.4 Extent of Members' Easement. The Members easement of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to convey, or transfer all or any part of the Common Area, is subject to the assent of two-thirds (2/3) of the votes of the Class A Owners and the consent of the Class B Members so long as the Class B membership shall exist;
- (b) The right of the Association to license portions of the Common Area to Members on a uniform, nonpreferential basis; and
- (c) The right of the Association to regulate the use of the Common Area for the benefit of Members.

(d) The rights of the Virginia Department of Transportation, Northampton County, or any other public agency which maintains the streets.

Section 5.5 Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to any tenant and the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association.

Section 5.6 Declarant's Rights in Association Property, (Common Area). During the time Declarant owns any lots, Declarant shall have the right, but not the obligation, (i) to construct such improvements on the Association Property as it deems appropriate for the common use and enjoyment of Owners, and (ii) to use the Association Property for other purposes not inconsistent with the provisions of this Declaration.

Section 5.7 Declarant's conversion of the former "community common space," shown on the plat, to residential use. Declarant has reserved the former "community common space," shown on the plat of Nottingham Estates and converted the former "community common space," to a residential lot. Neither the Association nor any Owner shall have any right to use the former "community common space" for recreation or for any other purpose. Article II shall not apply to the improvements on the former "community common space," until such time as the existing improvements have been destroyed or damaged by an identifiable event and the cost of restoring the structure to its condition immediately prior to such event exceeds fifty percent of the current assessed value of the entire structure.

ARTICLE VI COVENANT FOR ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. Declarant hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such annual and special assessments as are established herein and paid in the manner hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof (including court costs, filing and service fees, reasonable attorneys' fees and other costs of litigation if incurred (such as court reporter's fees) hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof (including court costs, filing and service fees, reasonable attorneys' fees and other costs of litigation if incurred (such as court reporter's fees), shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass as a personal obligation to his successors in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 6.2 Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien, however, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or first deed of trust or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 6.3 Method of Assessment. All assessments shall be levied by the Association against Lots (other than Lots owned by the Declarant in accordance with Section 9 of this Article VI) and collected and disbursed by the Association. The Board of Directors shall fix the amount of the assessments as provided hereinafter and set the dates such assessments shall become due.

Section 6.4 Purpose of Assessments. The assessments shall be used exclusively to promote the health, safety and welfare of the Members and in particular to improve, maintain, and operate the Common Area and facilities, including funding of appropriate reserves for future repairs and replacement and the payment of insurance premiums.

Section 6.5 Maximum Annual Assessment. Until the first day of the fiscal year following commencement of assessments, the maximum annual assessment rate shall be ONE HUNDRED 00/100 DOLLARS (\$100.00). Nothing herein shall be construed to prohibit the Board of Directors from adopting a semiannual assessment less than the maximum annual assessment rate set forth herein.

From and after the first day of the fiscal year immediately following the commencement of assessments, the Board of Directors may increase the maximum annual assessment rate each year by an amount deemed necessary by the Board of Directors to provide sufficient funds required to carry out the functions of the Association; such increase shall become effective the first day of the next fiscal year.

From and after the first day of the fiscal year immediately following the commencement of assessments, any increase in the maximum annual assessment rate enacted by the Board of Directors may be rescinded or modified by an affirmative vote of more than one-half of the votes of the Class A Members and the Class B Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of this meeting shall be sent to all members in not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting and such notice shall be sent not more than thirty (30) days after the Board has notified the members of an increase in the maximum annual assessment rate. In the event that an increase in the maximum annual assessment is rescinded or modified, the maximum annual assessment rate shall be the rate prior to such increase or the modified rate, as the case maybe.

Section 6.6 Initial Capital Contribution. An initial capital contribution to the Association equal to fifty percent (50%) of the then current maximum annual assessment shall be collected at

settlement of a sale of a Lot, improved or unimproved, to an Owner or a builder, contractor, investor, or other person or entity who purchases an undeveloped Lot for the purpose of resale or for the purpose of constructing improvements thereon for resale to a public purchaser. In the event the Declarant conveys a Lot to a builder, contractor, investor, or other person or entity who purchases an undeveloped Lot for the purpose of resale or for the purpose of constructing improvements thereon for resale to a public purchaser, related by a beneficial ownership interest to the Declarant, the collection of the initial capital contribution shall be deferred until such time as that builder, contractor, investor, or other person or entity who purchases an undeveloped Lot for the purpose of resale or for the purpose of constructing improvements thereon for resale to a public purchaser conveys the Lot to an Owner or to a builder, contractor, investor, or other person or entity who purchases an undeveloped Lot for the purpose of resale or for the purpose of constructing improvements thereon for resale to a public purchaser, not related by a beneficial ownership interest to the Declarant.

Section 6.7 Special Assessments. (a) Capital Improvement Assessment. The Association may levy in any assessment year a special assessment, applicable to that year and payable over not more than the next three (3) succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including facilities and fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the Class B members, if any, and of two-thirds (2/3) of the votes of the Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

(b) Restoration Assessment. The Association may levy a Restoration Assessment upon any Lot whose owner falls to maintain such Lot, or who fails to provide such maintenance funds as may be required by the Declaration for such Lot. Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration or deficiency in required funds and the cost of collection thereof.

Section 6.8 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment installment not paid within sixty (60) days after the due date shall be delinquent. Should any assessment installment not be paid within fifteen (15) days after the due date, a late charge of \$30.00 shall immediately become due and payable and shall be deemed to be a portion of that assessment installment. Thereupon, the Association shall provide notice of such delinquency and may (i) declare the entire balance of such annual or special assessment due and payable in full; (ii) charge interest from the due date at a percentage rate no greater than the statutory maximum, such rate to be set by the Board for each assessment period; (iii) give written notice to the Owner that in the event payment with accrued interest is not paid within thirty (30) days from the date of such notice, then the expressed contractual lien provided for herein shall be foreclosed; (iv) upon written notice to the Owner, suspend the right of such Owner to vote or to use the common areas until the assessment and accrued interest is paid in full.

Section 6.9 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (i) all properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use; (ii) all Common Areas; (iii) all properties exempted from taxation by the state or county government upon the terms and to the extent of such legal exemption, provided that no property utilized for residential purposes shall be exempt; and (iv) all Lots owned by the Declarant until such time as a Dwelling is constructed in which case the assessment shall commence on the first day of the month following the date on which Northampton County issues a certificate of occupancy (temporary or permanent) for the Dwelling.

**ARTICLE VII
DISSOLUTION OF THE ASSOCIATION**

The Association may be dissolved at a duly held meeting at which a quorum is present upon the vote of more than two-thirds (2/3) of the votes, present in person or by proxy, of the Class A and by the Class B Members, if any and the written consent of all First Mortgagees, ("First Mortgagee" shall mean and refer to an institutional lender who holds the first deed of trust on a Lot and who has notified the Association of its holdings). All First Mortgagees shall be notified in writing of the intention of the Association to dissolve, which said notice shall be sent U.S. Certified Mail, Return Receipt Requested, to the address of each First Mortgagee as shown in the Association's records. In the event a First Mortgagee does not object to the dissolution of the Association within ninety (90) days of the aforesaid notice, such First Mortgagees consent to dissolution shall be deemed to have been given. Prior to dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be offered for dedication to the locality in which they are situated. In the event that such dedication is refused upon dissolution, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

**ARTICLE VIII
APPLICABLE LAWS**

All provisions contained herein shall be construed, interpreted, applied and governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

TCS Leasing & Building, LLC, a Virginia Limited Liability Company

ARTICLE VIII
APPLICABLE LAWS

All provisions contained herein shall be construed, interpreted, applied and governed by the laws of the Commonwealth of Virginia.

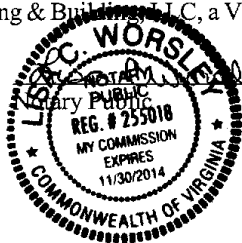
IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

TCS Leasing & Building, LLC, a Virginia Limited Liability Company

By Thomas A. Sheets
Thomas A. Sheets, Member Manager

STATE OF VIRGINIA
CITY OF Norfolk

The foregoing instrument was acknowledged before me this 3rd day of October 2014 by Thomas A. Sheets, Member Manager of TCS Leasing & Building, LLC, a Virginia limited liability company, on behalf of the company.



My Commission Expires: 11/30/14

Registration No.: 255018

EXHIBIT 'A'

All that certain tract or parcel of land, together with improvements thereon, situate near Cheapside, Capeville Magisterial District, Northampton County, Virginia, designated as Nottingham Enterprises, Inc., D.B. 230, P. 212, Tax Map #105, Parcel 3, 36.957 acres, on that certain survey titled, "Survey of Property of Nottingham Enterprises, Inc., D.B. 230, P. 212, D.B. 230, P. 844, Plat by G.H. Badger dated August, 1933 (unrecorded)," dated April 10, 1990 and prepared by Eastern Shore Surveyors, Ltd., which survey is recorded in the Clerk's Office of the Circuit Court of Northampton County, Virginia, in Plat Book 20, pages 3 and 4, and reference to said survey is hereby made for a more particular description. Said Parcel 3 is also shown on a certain plat recorded in the aforesaid Clerk's Office in Plat Book 36, at pages 79-83, and reference thereto is hereby made for a more particular description.

Less and Except all those certain tracts or parcel of land situate near Cheapside, Capeville Magisterial District, Northampton County, Virginia, designated as Lots 1 and 37, as shown on a plat entitled "Plat of Nottingham Estates being a subdivision of Tax Parcel Number 105-3, as shown in Plat Book 20 at page 3, near Cheapside, Capeville District, Northampton County, Virginia", dated April 24, 2006, prepared by Hayden Frye and Associates, Inc., Land Surveyors, a copy of which is recorded in the Northampton County Clerk's Office in Plat Book 36 at pages 79 through 83.

**BYLAWS
OF
NOTTINGHAM/NORTHAMPTON HOMEOWNERS ASSOCIATION INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Nottingham/Northampton Homeowners Association Inc., hereinafter referred to as the "Association." The principal office of the Association shall be located at, 805 Atlantic Avenue, unit 3B, Virginia Beach, Virginia 23451 but meetings of Members and Directors may be held at such places as may be designated by the Board of Directors.

**ARTICLE II
SEAL**

The corporate seal of the Association shall be in circular form and shall bear the name of the Association.

**ARTICLE III
DEFINITIONS**

Section 1. "Association" shall mean and refer to the Nottingham/Northampton Homeowners Association Inc., its successors and assigns.

Section 2. "Common Area" shall mean and refer to all real property and improvements thereon owned or leased by, or subject to an easement in favor of the Association for the use and enjoyment of the Members. Common Area shall also mean and refer to any drainage facilities, including any lakes and/or retention ponds, whether located on a Lot or Lots (as defined herein) or in a public right of way required by Northampton, Virginia, or the Virginia Department of Transportation to be constructed and/or maintained by the Declarant, the Association, or any Owner (as defined herein).

Section 3. "Declaration" shall mean and refer to the covenants, conditions and restrictions and all other provisions therein set forth in that certain Declaration of Restrictions made by TCS Leasing & Building, LLC as may be amended from time to time.

Section 4. "Declarant" and/or "Developer" shall mean and refer to TCS Leasing & Building, LLC, a Virginia Limited Liability Company, its successors and assigns; provided, however,

that no successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or which pass by operation of law.

Section 5. "First Mortgage" shall mean and refer to an Institutional Lender who holds the first deed of trust on a Lot and who has notified the Association of its holdings.

Section 6. "Documents" shall mean and refer to the Articles of Incorporation of the Association, the Declaration, any Supplementary Declarations, and these Association Bylaws, all as initially drawn by Declarant and filed and recorded as the case may be, and all as may be duly amended from time to time.

Section 7. "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any private or governmental institution which has insured a loan of such a lender, or any combination of any of the foregoing entities.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of Common Area as heretofore defined, as such may be amended from time to time.

Section 9. "Members" shall mean and refer to members of the Association, which shall consist of all owners.

Section 10. "Owner" shall mean and refer to the record holder of the fee simple title to any Lot, whether one (1) or more persons or entities, including contract sellers; the term shall exclude those having such interest merely as security for the performance of an obligation.

Section 11. "Property" shall mean and refer to all real property which becomes subject to the Declaration, together with such other real property as may from time to time be annexed thereto.

Section 12. "Zoning Ordinance" shall mean the zoning ordinance of Northampton County, Virginia, as amended from time to time and as such shall be applicable to the Property.

**ARTICLE IV
MEMBERSHIP**

The Association shall have two classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration. The provisions of the Declaration pertaining to membership are incorporated by this reference.

**ARTICLE V
MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on a date set by the Board of Directors, not more than fourteen (14) or less than ten (10) months from the last annual meeting, provided that there shall be an annual meeting in each calendar year.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the owners who hold one-quarter (1/4) of the outstanding Class A or Class B votes.

Section 3. Proxies. Each Member may vote in person or by proxy. All proxies shall be in writing, signed by the Member and filed with the secretary. No such proxy shall be revocable except by actual notice by the Member to the person presiding over the meeting and shall automatically cease after eleven (11) months. Any proxy shall be void if it is not dated, if it purports to be revocable without notice or if not signed by the Member.

Section 4. Method of Voting. Elections or questions to be submitted to all or any part of the membership may be decided at a meeting or by ballot vote, by mail or at polling places designated by the Board. The Board shall determine the method of voting by resolution and give notice thereof as provided herein.

Section 5. Quorum. A quorum at any meeting of the membership, regular or special, shall consist of twenty-five percent (25%) of each class of membership present in person or by proxy. Once a quorum is established at any meeting, regular or special, the quorum requirement shall be deemed to be met for the entire meeting.

**ARTICLE VI
NOTICE**

Notice for meetings or ballot poll where action by Class A and Class B Members is required or for meetings to amend the Articles of Incorporation shall be provided to Members at least thirty (30) days and no more than sixty (60) days prior to such meeting or ballot poll. Notice of all other meetings of Members shall be provided to Members at least fifteen (15) days before such meeting.

Notice of meetings or ballot polls shall specify the place, day and hour. In the case of a special meeting, the notice shall state the purpose of the meeting. In the case of the ballot poll, the notice shall include the matter(s) to be voted upon.

**ARTICLE VI
BOARD OF DIRECTORS**

Section 1. Number and Term. The affairs of the Association shall be managed by a Board of not less than three (3) but not more than seven (7) Directors. The initial Board shall consist of three (3) Directors as identified in the Articles of Incorporation. Thereafter all Directors shall be elected. The term for Directors shall be one (1) year. Except for the initial Directors identified in the Articles of Incorporation, Directors must be Members of the Association and must reside in a Dwelling on a Lot as their principal residence.

Section 2. Method of Nomination. Prior to each election of Directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each eligible person who has a bona-fide interest in serving as a Director may file as a candidate for director. The Board may also establish other rules and regulations it deems appropriate to conduct the nomination of Directors in a fair, efficient, and cost effective manner. Nominations may also be permitted from the floor.

Section 3. Method of Election. The Members of all Classes may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and of the Bylaws. Cumulative voting is not permitted. Those persons receiving the largest number of votes shall be elected.

Section 4. Resignation and Removal. The unexcused absence of a Director from three (3) consecutive regular meetings of the Board shall be deemed a resignation. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of all Classes of the Association. Any Director who (i) is not an officer, director, employee or agent of the Declarant and fails to reside in a Dwelling on a Lot as their principal residence for a period of more than six (6) consecutive months, (ii) is more than sixty (60) days delinquent in the payment of

assessments to the Association, (iii) is in violation of any of the Governing Documents for a period of thirty (30) days or more after notice of such violation to such Director, or (iv) is no longer an Owner, shall be automatically removed as a Director.

Section 5. Vacancies. In the event of death, resignation, or removal of an Elected Director, his successor may be selected by the remaining Elected Directors and shall serve for the unexpired term of his predecessor.

Section 6. Powers. The Board of Directors shall have all powers for the conduct of the affairs of the Association which are enabled by law, the Declaration, these Bylaws, and the Articles of Incorporation which are not specifically reserved to Members or the Declarant.

Section 7. Duties. Without limiting the generality of its powers, it shall be the duty of the Board to:

(a) exercise its powers in accordance with the Documents; (b) cause to be kept a complete record of all its corporate affairs, make such records available for inspection by any Member, his agent or Institutional Lender who has an interest in the Property and present an annual statement thereof to the Members and First Mortgagees;

(b) adopt and follow procedures for adoption and publication of board resolutions, including the provision for hearing and notice to members for resolution on rules, the annual budget and other matters affecting the rights of Members;

(c) adopt and publish rules and regulations, including fees, if any, governing the use of the Common Area and facilities and the personal conduct of the Members and their guests thereon;

(d) to employ a professional property management company;

(e) appoint and remove members of the Architectural Standards Committee when the Developer transfers such right to the Association;

(f) supervise all officers, agents, and employees of the Association, if any, and see that their duties are properly performed;

(g) designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Association, and cause such persons to be bonded, as it may deem appropriate;

(h) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of the annual assessment or first installment thereof;

(i) appoint the committees prescribed in the Declaration of Restrictions and in these Bylaws and such other committees the Board deems necessary or helpful; and

(j) exercise their powers and duties in good faith, with a view to the interests of the Association and to this end adopt appropriate guidelines for action on matters where a potential conflict of interest may exist.

ARTICLE VII OFFICERS

Section 1. Enumeration of Offices. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, and such other officers as the Board of Directors may from time to time by resolution create, all of whom shall be at all times members of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve,

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such a resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Multiple Offices. The offices of President and Secretary may not be held by the same person.

Section 7. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors and of the Association (unless the Board designates another officer to preside at such meetings); see that orders and resolutions of the Board are carried out; sign all mortgages, leases, deeds and other written instruments and co-sign all promissory notes and contracts as the Board may approve from

time to time.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, to chair all committees appointed or created by the Board or the Association unless a chairman is otherwise designated, and exercise and discharge such duties as may be required of him by the Board.

(c) Secretary. The Secretary shall cause the minutes to be kept of all meetings and proceedings of the Board and of the Members; serve as custodian of Association files and records, keep the corporate seal of the Association and affix it on all papers requiring said seal; cause notice to be served to members and Institutional Lenders as required in the Governing Documents; cause a roster to be maintained of the names of all Members of the Association together with their addresses, as registered by such Members; cause a roster to be maintained of all First Mortgagees, together with the properties in which each has an interest; and perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall cause all monies of the Association to be deposited in appropriate accounts and disbursed therefrom within the limits of the annual budget or as directed by resolution of the Board of Directors; co-sign any promissory notes and contracts; see that proper books of account are kept; cause an annual audit of the Association books to be made by a certified public accountant at the completion of each full fiscal year; be the chief officer responsible for the annual preparation of the budget, the income statement and the balance sheet statement to be presented to the Board at its annual meeting; and annually submit the audited financial statements.

ARTICLE VIII INSURANCE PROVISIONS

Section 1. The insurance which shall be purchased and maintained for the benefit of the Association shall be governed by the following provisions.

Section 2. Purchase of Insurance. All insurance purchased pursuant to this Article VIII shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees as their interests may appear. The policy shall provide that the insurer waives its rights of subrogation as to any claims against owners and the Association, their respective servants, agents and guests. Each owner and the Association hereby agree to waive any claims against each other and against other owners for any loss or damage for which insurance the owner is carried where the insurer has waived its rights of subrogation as aforesaid.

Section 3. Cost and Payment of Premiums. The cost of obtaining all insurance

hereunder shall be an expense of the Association, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof

Section 4. Coverage. The following coverage shall be obtained by the Association:

(a) Comprehensive, general public liability and property damage insurance in such an amount and in such form as shall be required by the Association and limited to not less than One Million Dollars (\$1,000,000.00) for bodily injury or death to any person; not less than One Million Dollars (\$1,000,000.00) for bodily injury or death resulting from any one accident or occurrence, and not less than One Million Dollars (\$1,000,000.00) for property damage. Such coverage shall include, but not be limited to, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Association as a group to individual Owners and one Owner to another if such endorsements are reasonably available; and

(b) Hazard insurance with extended coverage, vandalism, malicious mischief and debris removal endorsements insuring all of the insurable structures and facilities owned by the Association covering the interest of the Association, the Board of Directors and all Unit Owners in an amount equal to 100% of the then current replacement cost of such property (exclusive of the land, excavations, foundations and other items normally excluded from such coverage) without deductions for depreciation (such amount to be redetermined annually by the Board with the assistance of the insurance company affording such coverage). Insurance coverage on such structures and facilities shall be sufficient to allow all reconstruction to meet all building code requirements at the time of reconstruction.

(c) Fidelity insurance or fidelity bond coverage or the equivalent shall be obtained in such an amount and in such a form as required by the Association, the Veterans Administration, the Department of Housing and Urban Development, the Federal National Mortgage Association or another similar agency in order for them to insure, guaranty, grant or purchase loans secured by the Lots, but in no event shall such coverage be less than the lesser of the estimated maximum of funds including reserve funds in the custody of the Association or the management agent as the case may be, at any given time during the term of such bond or a sum equal to three (3) months aggregate assessments on all Lots plus reserve funds (if any). Such coverage shall afford protection against dishonest acts on the part of Directors, Trustees, employees or volunteers responsible for handling the funds belonging to or to be administered by the Association. To the extent that such coverage is reasonably available the same shall also be obtained as to managers and managing agents. The Bond shall include a provision, if reasonably available, that before the Bond can be canceled or substantially modified for any reason, ten (10) days written notice to the Association and to each servicer of a mortgage on a Lot that notifies the Association or bonding company that it desires such notice; and

(d) Worker's Compensation policies (if required under law) shall be obtained to meet the requirements of the law; and

(e) Such other insurance as the Board of Directors may determine to be necessary from time to time; and

(f) The Board of Directors shall maintain an Officers and Directors Liability policy, if reasonably available in a minimum amount of One Million Dollars (\$1,000,000.00).

No provision of this Article VIII or any other provision of the Documents shall be deemed to imply that the Association is responsible for (i) insuring improvements erected by owners on a Lot or Lots or (ii) insuring an Owner or Owners for losses in connection with liability, property damage or medical claims arising out of the acts or omissions of an Owner, their employees, agents, invitees, tenants or guests or third parties.

**ARTICLE IX
MEETINGS OF THE BOARD OF DIRECTORS
AND STANDING COMMITTEES**

Section 1. Regular Meetings. Regular meetings of each board or committee shall be held without notice at such place and hour as may be fixed from time to time by resolution of such board or committee.

Section 2. Special Meetings. Special meetings of any board or committee shall be held when called by the president of the Association, by its chairman or by any two (2) members of such board or committee, after not less than three (3) days notice to each member of such board or committee.

Section 3. Quorum. A majority of the members of a board or committee shall constitute a quorum for the transaction of business.

Section 4. Executive Sessions. All meetings of boards or committees shall be open to observers except the president or chairman may call a board or committee into executive session on matters of personnel. Any action taken by a board or committee in executive session shall be recorded in the minutes of such board or committee.

Section 5. Action Taken Without a Meeting. The members of a board or committee shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the members of such board or committee. Any action so approved shall have the same effect as though taken at a meeting of the board or committee.

**ARTICLE X
INDEMNIFICATION**

Each officer, trustee and board member of the Association, in consideration of his services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit or proceeding, civil or criminal, to which he may be a party by reason of his past or present role in the Association, except to the extent such liability, damage or injury is covered by any type of insurance. The foregoing right of indemnification shall not be exclusive of any other rights to which the person may be entitled by law, or agreement, or vote of the Members or otherwise.

**ARTICLE XI
FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**ARTICLE XII
AMENDMENT**

Section 1. Method. These Bylaws may be amended:

(a) By a vote of two thirds (2/3) of the Directors of the Board of Directors at any meeting duly called for that purpose, providing notice of the meeting and the proposed amendments has been given to the Members at least fifteen (15) days prior to the creating; or,

(b) At a meeting of the Members, by a two-thirds (2/3) vote of a quorum of Members, providing the proposed amendments have been submitted to the Board of Directors in writing at least thirty (30) days prior to such meeting. Any proposed amendments shall be included in the notice of such meeting.

Amendments shall become effective upon adoption.

**ARTICLE XIII
PARLIAMENTARY RULES**

Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declaration, the Articles, these By-laws, or with the

proceedings when not in conflict with the Declaration, the Articles, these By-laws, or with the Association Act, as such documents and laws may be amended from time to time.

**ARTICLE XIV
CONFLICT**

In the event of any conflict between the By-laws contained herein, or from time to time amended or adopted, and the Declaration, as from time to time amended or adopted, the Declaration shall prevail.

IN WITNESS WHEREOF, we, being all the Directors of Nottingham/Northampton Homeowners Association Inc., have hereunto set our hands as of this 3rd day of October 2014.

Nottingham/Northampton Homeowners
Association Inc.

By: Angelo S. Manuel
Angelo S. Manuel, Director

By: William Parr
William Parr, Director

By: Thomas A. Sheets
Thomas A. Sheets, Director

COMMONWEALTH OF VIRGINIA
CITY OF Norfolk, to wit:

The foregoing instrument was acknowledged before me in the City of Norfolk, Virginia, this 3rd day of October 2014, by Thomas A. Sheets, director of Nottingham/Northampton Homeowners Association Inc., on its behalf.

My Commission Expires: May 31, 2018

My registration number is: 367141


Jacqueline K. March
Notary Public

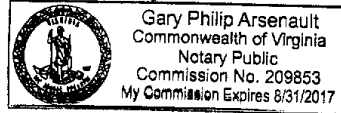
COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to wit:

The foregoing instrument was acknowledged before me in the City of Norfolk, Virginia, this 3rd day of October 2014, by Angelo S. Manuel, director of Nottingham/Northampton Homeowners Association Inc., on its behalf.

My Commission Expires: AUGUST 31, 2017

My registration number is: 209853


Notary Public

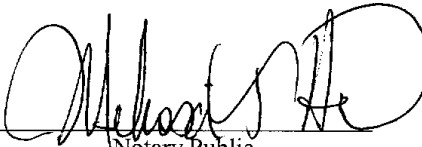


COMMONWEALTH OF VIRGINIA
CITY OF Virginia, to wit:

The foregoing instrument was acknowledged before me in the City of Norfolk, Virginia, this 3rd day of October 2014, by William Parr, director of Nottingham/Northampton Homeowners Association Inc., on its behalf.

My Commission Expires: 8/31/2015

My registration number is: 277410


Notary Public



INSTRUMENT #140001663
RECORDED IN THE CLERK'S OFFICE OF
NORTHAMPTON COUNTY ON
OCTOBER 7, 2014 AT 09:23AM

TRACI L. JOHNSON, CLERK
RECORDED BY: SBS