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BK 10788 PG 0884

**VIRGINIA LAND RECORD COVER SHEET  
FORM A - COVER SHEET CONTENT**

Instrument Date: 2/25/2015  
Instrument Type: AMEND  
Number of Parcels: 52 Number of Pages: 52

006308

-4 MAR 2015 13 20

[ ] City  County  
CHESTERFIELD

CIRCUIT COURT CLERK  
CHESTERFIELD CO., VA

TAX EXEMPT? VIRGINIA/FEDERAL LAW

[ ] Grantor: \_\_\_\_\_

[ ] Grantee: \_\_\_\_\_

Consideration: \$0.00

Existing Debt: \$0.00

Actual Value/Assumed: \$0.00

Prior Recording At: [ ] City  County  
CHESTERFIELD

Percentage In This Jurisdiction: 100.00000%

(Area Above Reserved For Deed Stamp Only)

**BUSINESS / NAME**

1  Grantor: MADISON VILLAGE AT CHARTER COLONY HOMEOWNERS' ASSOCIATION, INC.

[ ] Grantor: \_\_\_\_\_

1  Grantee: MADISON VILLAGE AT CHARTER COLONY HOMEOWNERS' ASSOCIATION, INC.

[ ] Grantee: \_\_\_\_\_

**GRANTEE ADDRESS**

Name: MADISON VILLAGE AT CHARTER COLONY HOMEOWNERS' ASSOCIATION, INC.

Address: 10800 MIDLOTHIAN TURNPIKE SUITE 305

City: RICHMOND State: VA Zip Code: 23235

Book Number: 7016 Page Number: 264 Instrument Number: \_\_\_\_\_

Parcel Identification Number (PIN): SEE DOCUMENT Tax Map Number: \_\_\_\_\_

Short Property Description: MADISON VILLAGE AT CHARTER COLONY

@

Current Property Address: MADISON VILLAGE AT CHARTER COLONY

City: MIDLOTHIAN State: VA Zip Code: 23114

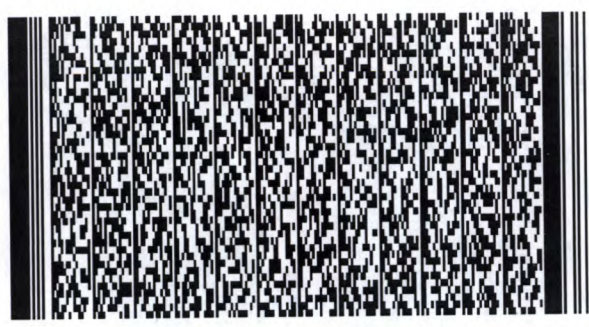
Instrument Prepared By: CASSIE CRAZE Recording Paid By: CASSIE CRAZE

Recording Returned To: CASSIE CRAZE

Address: P.O. BOX 1654

City: MIDLOTHIAN State: VA Zip Code: 23113

*CRAZE LAW PLLC*





Prepared by and return to:  
 Cassie R. Craze, VSB #70054  
 P.O. Box 1654  
 Midlothian, VA 23113

Tax Map Numbers: 724705485100000, 724705545000000, 724705605000000, 724705665100000, 724705735100000, 724705794900000, 724705854700000, 724705914500000, 724705974400000, 725705034300000, 725705094200000, 725705154100000, 725705223900000, 725705232100000, 725705152000000, 725705092300000, 725705032400000, 724705962600000, 724705931300000, 725705001100000, 725705060800000, 725705120800000, 725705200600000, 725704249900000, 725704228800000, 725704148400000, 725704068700000, 725704019100000, 724704969300000, 724704909500000, 724704779800000, 724704709800000, 724704659800000, 724704599800000, 724704529900000, 724705502000000, 724705572000000, 724705632000000, 724705702000000, 724705761800000, 724705821700000, 724705863000000, 724705793100000, 724705743300000, 724705673400000, 724705613300000, 724705553200000, 724705493200000, 724705435200000, 725704097800000, 724704788600000, 724705461600000

**RESTATED AND AMENDED  
 DECLARATION OF COVENANTS, CONDITIONS  
 AND RESTRICTIONS FOR THE MADISON VILLAGE AT  
 CHARTER COLONY HOMEOWNERS' ASSOCIATION, INC.  
 CHESTERFIELD COUNTY, VIRGINIA**

THIS RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MADISON VILLAGE AT CHARTER COLONY HOMEOWNERS' ASSOCIATION, INC. is made this 25<sup>th</sup> day of February, 2015, by Madison Village at Charter Colony Homeowners' Association, Inc., a Virginia non-stock corporation (hereinafter referred to as "Association", both "Grantor" and "Grantee" for indexing purposes).

RECITALS

By: (1) Declaration of Covenants, Conditions and Restrictions for the Madison Village at Charter Colony Homeowners' Association, Inc. recorded in the Clerk's Office in the Circuit Court of Chesterfield County, Virginia (the "Clerks Office") on March 22, 2006 in Deed Book 7016, Pages 264, et seq.; (2) Supplemental Declaration of Covenants, Conditions and Restrictions for the Madison Village at Charter Colony Homeowners' Association, Inc. recorded in the Clerk's Office on May 30, 2006 in Deed Book 7146, Page 745, et seq.; (3) Supplemental Declaration of Covenants, Conditions and Restrictions for the Madison Village at Charter Colony Homeowners' Association, Inc. recorded in the Clerk's Office on August 8, 2006 in Deed Book 7286, Page 979, et seq.; (4) Supplemental Declaration of Covenants, Conditions and Restrictions for the Madison Village at Charter Colony Homeowners' Association, Inc. recorded in the Clerk's Office on February 6, 2007 in Deed Book 7615, Page 245, et seq.; (5) Supplemental Declaration of Covenants, Conditions and Restrictions for the Madison Village at Charter Colony Homeowners' Association, Inc. recorded in the Clerk's Office on March 22, 2007 in Deed Book 7688, Page 967, et seq.; and (6) Supplemental Declaration of Covenants, Conditions and Restrictions for the Madison Village at Charter Colony Homeowners' Association, Inc. recorded in the Clerk's Office on June 22, 2007 in Deed Book 7857, Page 168, et seq. (collectively, the "Original Declaration"), Boone Homes, Inc., the Declarant and then owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Properties") imposed upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Properties. The Original Declaration also provided a flexible and reasonable procedure for the overall development of the Properties, and established a method for the administration, maintenance, preservation, use and enjoyment of the Properties



subject to this Declaration.

The Association now desires to amend and restate the Original Declaration to reflect the expiration of the Declarant Control Period, to clarify responsibility for maintenance, repair and replacement of certain items on the Lots, and to include other changes desired by the Members of the Association. This Restated and Amended Declaration of Covenants, Conditions and Restrictions for the Madison Village at Charter Colony Homeowners' Association, Inc. shall hereinafter be referred to as the "Declaration."

The Declarant, Boone Homes, Inc., has signed a statement recorded prior to the recordation of this Restated and Amended Declaration to indicate that all of its sales activity and development on the Properties has ceased and to provide its consent to the amendment of this Declaration now and in the future without its further consent or approval.

### DECLARATIONS

All of the property described in Exhibit "A" shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subject to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall insure to the benefit of each owner thereof. The recitals are also incorporated herein and made a part hereof.

### ARTICLE I DEFINITIONS

Section 1. "Area of Common Responsibility" shall mean and refer to those areas of responsibility which by the terms of this Declaration, or other applicable covenants, or by contract or agreement, are the responsibility of the Association, including, but not limited to, the responsibility for maintenance, repair and/or replacement.

Section 2. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Madison Village at Charter Colony Homeowners' Association, Inc., as filed with the Secretary of the State Corporation Commission of the Commonwealth of Virginia.

Section 3. "Association" shall mean and refer to the Madison Village at Charter Colony Homeowners' Association, Inc., a Virginia nonprofit nonstock corporation, its successors or assigns.

Section 4. "Base Assessment" shall mean and refer to assessments levied equally against all Lots in the Properties to fund Common Expenses.

Section 5. "Board of Directors" or "Board" shall mean and refer to the elected body of the Association having its normal meaning under Virginia corporate law.

Section 6. "Builder" shall mean and refer to any record owner of a Lot who has acquired the Lot for construction of a dwelling on the Lot which is intended to be conveyed to an Owner.



Section 7. "Bylaws" shall mean and refer to the Bylaws of Madison Village at Charter Colony Homeowners' Association, Inc., attached hereto as Exhibit "D", as they may be amended from time to time.

Section 8. "Class "B" Control Period", which may also be referred to as the "Declarant Control Period, was the period of time during which Boone Homes, Inc. was entitled to appoint a majority of the members of the Board of Directors, . This Class "B" Control Period has expired.

Section 9. "Clerk's Office" shall mean and refer to the Clerk's Office of the Circuit Court for the County of Chesterfield, Virginia.

Section 10. "Common Expenses" shall mean and include the actual and estimated expensed incurred by the Association for the general benefit of all Lot Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association.

Section 11. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors.

Section 12. "Declarant" shall mean and refer to Boone Homes, Inc., a Virginia stock corporation, which imposed the Original Declaration on the Properties and was the developer of the Properties.

Section 13. "Improved Lot" shall mean and refer to a Lot on which a residence has been substantially completed and for which an occupancy use permit or a certificate of occupancy has been issued by the County of Chesterfield.

Section 14. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat of the Properties, other than the streets or roads.

Section 15. "Majority" shall mean and refer to the number greater than half of any total.

Section 16. "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 17. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 18. "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

Section 19. "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

Section 20. "Owner" shall mean and refer to the record owner, whether one (1) or more persons, of any Lot, including contract sellers, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.



Section 21. "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 22. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto.

Section 23. "Special Assessment" shall mean and refer to assessments levied in accordance with Article VI, Section 4 hereof.

ARTICLE II  
ASSOCIATION FUNCTION; MEMBERSHIP AND VOTING RIGHTS

Section 1. Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of those portions of the Lots specified in Article III, Sections 1 and 2 hereof. The Association shall be the primary entity responsible for enforcement of this Declaration and the Bylaws. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles of Incorporation and Virginia law.

Section 2. Managing Agent. The Board of Directors shall employ a professional Managing Agent for the Association at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, to assist the Association with its responsibilities.

Section 3. Membership. Every Owner, as defined in Article I, Section 20 hereof, shall be deemed to have a membership in the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In the event a Lot is owned by more than one (1) Person, all such co-owners shall be entitled to the privileges of membership, subject to the restrictions on voting set forth in this Articles and in the Bylaws, and all such co-owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. The membership rights of a Lot owned by a corporation or partnership shall be exercised by the individual designated from time to time by the owner in a written instrument provided to the Secretary of the Association. The foregoing does not include persons or entities, which hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments.

Section 4. Voting. All Owners shall be Members of the Association. Members shall be entitled to one (1) equal vote for each Lot in which they hold the interest required for membership under Section 1 hereof; there shall be only one vote per Lot. Previously there were two classes of membership, Class "A" and Class "B." The Class "B" membership has expired and there is now only one class of membership.



ARTICLE III  
MAINTENANCE AND MISCELLANEOUS

Section 1. Association Maintenance, Repair and Replacement Responsibility. The Association shall be responsible for the following maintenance, repair and replacement, the cost of which shall be charged to all Owners as a Common Expense, and all of which shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants:

- (a) Walkways and Driveways. The Association shall keep the driveways and the walkways from the driveways to the front entrance of the residence free and clear of ice and snow and shall be responsible for maintenance, repair and replacement of the sidewalks in the Area of Common Responsibility;
- (b) Landscaping. The Association shall provide for care of lawns within the Properties, including lawn cutting, irrigation, fertilization, weed control, seeding and such other lawn care as may be deemed appropriate and shall also provide mulching, trimming and replacement (if necessary) of shrubs and trees in shrub beds installed by the builder or Association, including those surrounding utility boxes. Landscaping on any public utility easement within the Properties shall generally be provided by the Association but shall be subject to the terms of any easement agreement related thereto. The Association shall be responsible for mulching, fertilizing and trimming trees along the streets within the Properties;
- (c) Mailboxes. The Association shall maintain, repair and replace mailboxes and mailbox posts.
- (d) Exterior of Homes on Lots. The Association shall be responsible for the exterior of homes on Lots as follows:
  - a. Maintenance, repair and replacement of roof shingles, roofing paper, flashing, gutters and downspouts, including cleaning of gutters one time per year and reattachment of gutters;
  - b. Maintenance, repair, replacement, and painting (if the material is a type that requires painting), of siding, cornice, shutters, railings, columns, and building trim;
  - c. Painting only (if a type of material that requires painting) of windows, doors, door frames, and thresholds;
- (e) Other: The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Each Owner shall promptly report to the Board or managing agent, either in writing or by following the reporting process established by the managing agent, any defect or need for repairs for which the Association is responsible as set forth in this Section.



Section 2. Owner Maintenance, Repair and Replacement Responsibility. Each Owner shall be responsible for the following maintenance, repair and replacement, all of which shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants:

- (a) Lot and Structures: The Owner shall be responsible for maintenance, repair and replacement of all portions of the Lot, including all portions of the homes and other structures on a Lot, unless expressly designated as an item of Association responsibility in Section 1 of this Article III, whether or not such items are specifically mentioned in this Section as an item of Owner responsibility;
- (b) Windows and Doors: The Owner shall be responsible for all maintenance, repair and replacement (except painting) of windows (including window frames, sills, glass, window unit, muntins, mullions, etc.) and doors (including door frames and thresholds);
- (c) HVAC/Plumbing/Utility Systems: The Owner shall be responsible for the maintenance, repair and replacement of all portions of any heating and air conditioning systems, plumbing, electrical, telephone, cable television and all other utility systems, including any exterior lighting;
- (d) Driveways, Walkways and Patios: The Owner shall be responsible for all maintenance, repair and replacement of driveways, walkways, patios and any other concrete or aggregate surfaces on the Lot except ice and snow removal on walkways and driveways;
- (e) Landscaping: The Owner shall be responsible for upkeep and replacement of trees, shrubs, and other plants that have been installed by an Owner (whether the current Owner or a prior owner of the Lot) upon approval of the Association, for mulching any Owner installed planting beds and shrubs and trees that have been installed by an Owner, and for watering all plantings in the builder installed planting beds in front of each dwelling;
- (f) Trash and Recycling: The Owner shall be responsible for trash and recycling removal to the extent that these services are not provided by the Charter Colony Foundation;
- (g) Insect Treatment and Damage: The Owner shall be responsible for all damage to his dwelling or other structures on his Lot resulting from insect (including, but not limited to termite) infestation, and for any inspections, treatment, and the obtaining of protective coverage from insect damage;
- (h) Damage Caused by Fire or Storm: The Owner shall be responsible for repair and replacement to any portion of the Lot, including the dwelling or other structure on the Lot, damaged by fire or by any natural force, including rain, flood, frost, ice, snow, wind, tornado, lightning or earthquake;



- (i) Fencing: The Owner shall be responsible for maintenance, repair and replacement of any fencing or other screening installed by an Owner (whether the current Owner or a prior owner of the Lot) upon approval of the Association, including, but not limited to, generator or trash enclosures.

Section 3. Negligence, Misuse or Neglect by Owner. In the event that the need for maintenance, repair or replacement arises from the negligence, misuse or neglect of an Owner or his family, guests, tenant or invitees, then the Owner shall be responsible for the cost of such maintenance, repair or replacement regardless of the allocation of maintenance, repair and replacement responsibility set forth in Sections 1 and 2 of this Article III. Any such costs shall be charged to the Lot Owner as an assessment and charge upon the land in addition to the annual and special assessments.

Section 4. Easement to Perform Maintenance, Repair and Replacement Responsibilities. There are hereby reserved to the Association blanket easements over the Properties as necessary to enable the Association to fulfill the responsibilities under this Section. The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own, except to the extent that it has been negligent in the performance of its maintenance responsibilities.

#### ARTICLE IV INSURANCE

##### Section 1. Insurance.

In addition to the other insurance required by this Section, the Board shall obtain as a Common Expense, if and to the extent required by law: workers' compensation insurance, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds.

The amount of fidelity coverage shall be determined in the directors' best business judgment but may not be less than the amount required by Section 55-514.2 of the Virginia Property Owners' Association Act. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Premiums for all insurance required by this Article shall be a Common Expense, which shall be included in the Base Assessment, subject to any other covenants or agreements relating thereto. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties, shall be allocated in relation to the amount each party's loss bears to the total.



All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in subsection (b) below. Such insurance shall be governed by the following provisions:

(a) All policies shall be written with a company authorized to do business in Virginia which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available;

(b) All insurance required by this Article shall be for the benefit of the Association and its Members and shall be written in the name of the Association as trustee for the benefited parties;

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto;

(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) All property insurance policies shall have an inflation guard endorsement, if reasonably available, and, if the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the greater metropolitan area of the City of Richmond, Virginia area; and

(f) The Association's Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, officers, employees and manager, the Owners and occupants of Lots, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any one or more individual Owners;

(iv) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any curable defect or violation without prior demand in



writing delivered to the Association to cure the defect or violation and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) a statement that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

Section 2. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket "all-risk" property insurance on the Lot(s) and structures constructed thereon. If requested by the Board, Owners shall provide evidence of such coverage to the Association. The Board of Directors may, but is not obligated, to require Owners to provide proof of insurance coverage. With respect to the policy contemplated in this provision: a) the Association shall be a named insured; b) the policy shall guarantee replacement cost; and c) the policy shall adjust to inflation.

Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his or her Lot, the Board may impose requirements regarding the standards for rebuilding or reconstructing structures on the Lot.

The Association shall not be liable, under any circumstances, for any failure by an Owner to provide the Association with evidence of coverage as contemplated by this Section.

#### ARTICLE V RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Appearance. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible those portions of the Lots specified in Article III, Sections 1 and 2 hereof and shall keep these areas in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and condition hereof and consistent with the Community-Wide Standard.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, sell, convey, lease and dispose of tangible and intangible personal property and real property.

Section 3. Rules and Regulations. Sanctions for violations of this Declaration, the Bylaws, or rules and regulations of the Association may include reasonable monetary charges and/or the suspension of the right to vote. The Board also shall have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association.

The Association, through the Board, by contract or other agreement, shall have the right,



but not the obligation, to enforce County ordinances, if applicable, and may permit the County of Chesterfield, Virginia to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege and/or the proper administration of the Association.

## ARTICLE VI ASSESSMENTS

Section 1. Creation of Assessments. There are hereby created assessments for Association expenses, as may from time to time specifically be authorized by the Board of Directors. There shall be two types of assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association which shall be levied equally on all Lots, and (b) Special Assessments as described in Section 4 below. Each Owner of an Improved Lot, by acceptance of a deed or recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest (at a rate equal to the greater of twelve percent (12%) per annum, or the legal rate of interest as defined in Section 6.2-301 of the Code of Virginia, 1950, as the same may be amended from time to time), as computed from the date of delinquency first occurs, late charges, costs, costs of collection and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made until paid. Each such assessment, together with interest, late charges, costs, costs of collection and reasonable attorneys' fees also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose, and, in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors and shall be due and payable in advance.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment to the Association of any assessments therein stated to have been paid. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

The Association shall be entitled to collect all fees and costs of collection, including reasonable attorneys' fees, and every Owner by accepting a deed to property in the Association, whether so expressed in the deed or not, covenants and agrees to pay the same. The obligation to



pay assessments is a separate and independent covenant on the part of each Owner, and no Owner may waive or otherwise exempt himself or herself from liability for the assessments provided for herein, including, by way of illustration and no limitation, by abandonment of the Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 2. Non-Payment and Remedies. The Board of Directors shall take such prompt action as may be necessary to collect any assessment for common expenses or any installment thereof due from any Lot Owner which remains unpaid beyond the due date. The Board of Directors shall have the authority to establish the date on which any payment(s) is late and deemed to be in default. Upon a default by a Lot Owner, the delinquent Lot Owner, in addition to all other charges, including interest, costs and attorneys' fees, shall also be liable for a late fee in an amount to be established by the Board of Directors. If payment of the total assessments, or of any installment thereof, including special assessments, is not made on or before the date of default, the entire balance of assessments due on the account for the Lot for the remainder of the fiscal year shall be accelerated and due in full. Upon default, the Board may in its discretion, turn the account over to legal counsel.

If turned over to counsel, all costs and reasonable attorneys' fees actually incurred by the Association from the inception of counsel's involvement with the account through resolution, if any, regardless of whether litigation has been initiated to enforce payment of the delinquent assessments, shall be added to the delinquent account. If payment in full of the amounts then due is not received by legal counsel or the Association within ten (10) days after the notice of legal action has been sent, a Memorandum of Lien may be filed against the Lot Owner's Lot and may include: any and all applicable late fees, interest, costs, reasonable attorneys' fees actually incurred and accelerated assessment amounts through the end of the fiscal year. The attorneys' fees and costs secured by the Memorandum of Lien shall be separate and independent of any costs and attorneys' fees actually incurred by the Association in any effort by the Association taken personally against a delinquent Lot Owner to enforce payment of any past due assessments.

Non-receipt or lack of notice claimed by the delinquent Owner shall not prevent the Association from filing a lien within the statutory deadline. Upon default, the Association may, in its discretion, file a civil suit against the delinquent Lot Owner, and the Association may initiate any available foreclosure remedy to enforce payment of the debt.

If an account remains delinquent after the filing of a lien or civil suit, legal counsel for the Association shall take other appropriate legal action to collect the amounts due unless directed otherwise by the Board of Directors. If the Association receives from any Lot Owner, in any accounting year, two or more checks returned for insufficient funds for payment of assessments or other charges, the Board may require all future payments to be made by certified check, cashier's check or money order for the remainder of the fiscal year. The Association is



not restricted by any election of remedies and may simultaneously proceed with legal action against a delinquent Owner's property, including foreclosure, and the delinquent Owner personally, as well as initiate any restrictions against a Lot Owner as may be authorized by the Board in accordance with the Declaration and Bylaws.

Any payment that is received by legal counsel or the Association and which does not pay the Lot Owner's account balance with the Association in full, shall be credited first to the oldest debt in each category described below until each category is paid in full, in the following order:

1) Charges for the actual costs and reasonable attorneys' fees incurred by the Association subsequent to the delinquent account being turned over to legal counsel for the prosecution of an action to enforce payment of the debt, regardless of the results of litigation or whether litigation has been initiated against the delinquent Lot Owner;

2) all returned check charges;

3) all late fees;

4) interest;

5) unpaid installments of the annual assessments or special assessments which are not the subject matter of suit in the order of their coming due; and

6) unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due.

In the event of a delinquency by a Lot Owner, the Board of Directors may reject any offer of partial payment and demand payment in full of all amounts owed to the Association. Acceptance of any partial payments or any waiver by the Board granted specifically to any Lot Owner's assessment account of any of the fees and costs established herein or in the Bylaws or any Rule and Regulation, shall be, on a case by case basis, if at all, and in no way shall it constitute a waiver of the Board's authority to enforce payment of all amounts owed in accordance with this Declaration, including turnover of the Association's legal counsel for collection.

Section 3. Computation of Base Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared, as provided in Section 6 of this Article. The budget may also include, at the Board's discretion, any amounts necessary to furnish all equipment, material, labor and other items necessary to provide waste and recycling collection or any other services for each Lot on a community-wide basis.

The Base Assessments to be levied against each Lot for the coming year shall be set at a level which is reasonably expected to produce total income to the Association equal to the total budgeted Common Expenses, including reserves. Notwithstanding the above, the Board may, in its sole discretion, reduce the Base Assessments by taking into account other sources of funds



available to the Association.

The Board shall cause a copy of the Common Expense budget and notice of the amount of the Base Assessment to be levied against each Lot for the following year to be delivered to each Owner prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved at a meeting of the Association by at least a majority of the total member vote in the Association. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the membership as provided for special meetings in the Association's Bylaws, which petition must be presented to the Board within ten (10) days of delivery of the notice of assessments.

Notwithstanding the foregoing, however, in the event the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

#### Section 4. Special Assessments.

(a) Entire Membership. The Board of Directors may levy Special Assessments from time to time pursuant to Section 55-514 of the Virginia Property Owners' Association Act. Special Assessments shall be levied against the entire membership in such manner as the Board determines equitable. Special Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

(b) Less Than All Members. The Board of Directors may levy a Special Assessment against any Member individually and against such Member's Lot to reimburse the Association for costs incurred in bringing a Member and his or her Lot into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, or the Association rules, which Special Assessment may be levied upon the vote of the Board after notice to the member and an opportunity for a hearing.

Section 5. Lien for Assessment. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, unless otherwise provided for by the Virginia Property Owners' Association Act.

Prior to recording a memorandum of lien, a written notice shall be sent to the Owner by certified mail, at the Owner's last known address, informing the Owner that a memorandum of lien will be recorded in the Circuit Court Clerk's Office of the County of Chesterfield, Virginia. This notice shall be sent at least ten (10) days before the actual filing date of the memorandum of lien. Such lien, when delinquent, may be enforced by suit, judgment, and/or judicial or



nonjudicial foreclosure in accordance with Virginia law, as amended.

The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 6. Reserve Budget and Capital Contribution. The Board of Directors shall prepare and develop, based on the advice of an outside professional management and/or engineering consultant, a reserve budget and reserve fund to assure the maintenance of the Lots and the exterior of the homes located on Lots, in accordance with Article III of this Declaration. The Board may fix the required capital contribution in an amount sufficient to permit meeting the projected need of the Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of assessments, as provided in Sections 1 and 3 of this Article.

Section 7. Date of Commencement of Assessments. The obligation to pay the assessments provided for herein commenced at the initial conveyance of an Improved Lot to a person or party other than the Declarant, its successors or assigns. The Owners of all Lots are now obligated to pay the assessments provided for herein to the Association.

Section 8. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges and costs (including attorney's fees) provided for herein, shall be prior to all other subsequent liens and encumbrances except: (i) real estate tax liens on that Lot; (ii) liens and encumbrances recorded prior to the recordation of the Declaration; and (iii) sums unpaid on and owing under any mortgage or deed of trust recorded prior to the perfection of said lien. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, unless otherwise provided for by law. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by Association chargeable to such Lot which became due prior to such acquisition of title, unless otherwise provided for by law. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquired, its successors and assigns.

Section 9. Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner



shall continue to pay Base Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

Section 10. Exempt Property. Notwithstanding anything to the contrary herein, all Property dedicated to and accepted by any governmental authority or public utility, including without limitation, public streets, if any, shall be exempt from payment of Base Assessment and Special Assessments:

Section 11. Annual Audit. An audit of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide, provided, however, that after having received the Board's audit at the annual meeting, the Lot Owners, by a majority vote, may require that the accounts of the Association be audited as a Common Expense by a public accountant. Upon written request of any holder of a first mortgage, such holder shall be entitled to receive a copy of the annual audited financial statement within sixty (60) days after the end of each fiscal year.

## ARTICLE VII USE RESTRICTIONS

The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association) as may more particularly be set forth in this Declaration and amendments hereto. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein. Such regulations and use restrictions shall be binding upon all Owners, occupants, tenants, guests, invitees and licensees, if any, until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of the Members representing at least two-thirds (2/3) of the total votes in the Association.

Section 1. Signs. A single "for sale" or "for lease" sign shall be permitted on any Lot being offered for sale or for lease, provided it does not exceed six (6) square feet. No other signs of any kind shall be erected within the Properties, including any Lot if visible from outside the Lot, without the written consent of the Board of Directors, except signs installed by the Declarant or the Association, which are not limited in size.

### Section 2. Parking and Prohibited Vehicles.

(a) Parking. Vehicles owned, leased or operated by an Owner or an occupant or his or her tenant, guest, family member or other invitee shall not be parked on any Lot except in the garage or driveway serving the Lot, or in such other paved areas as have been designated by the Board of Directors for parking vehicles. A maximum of two (2) vehicles may be parked outside the garage on any paved area, if any, of a Lot. No garage shall be enclosed, modified or



otherwise used so as to reduce its capacity for parking vehicles below that originally approved by the NCC of Charter Colony. Parking shall be permitted on public streets in accordance with state and county laws and ordinances.

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, motorcycles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be prohibited on the Properties, unless completely enclosed in a garage and not visible from adjacent Lots. Stored vehicles which are either obviously inoperable or do not have current operating licenses, license plates or permits, shall not be permitted on the Properties except within enclosed garages. Vehicles that become inoperable while on the Properties must be removed within seventy-two (72) hours thereof. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Properties during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with the Bylaws or Rules and Regulations adopted by the Board.

Section 3. Occupants Bound. All provisions of the Declaration, Bylaws, and rules and regulations promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, residents, tenants, guests and invitees (collectively "Occupants") of any Lot. Every Owner shall cause all Occupants of his or her Lot to comply with the Declaration, Bylaws, and all rules and regulations of the Association.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets, not to exceed a total of two (2) pets, may be permitted on a Lot. No pets shall be kept, bred or maintained for any commercial purpose. All pet animals must be secured by a leash or lead and under the control of a responsible person and obedient to that person's command at any time they are permitted outside a residence on the Lot property. Pets may be kept within invisible or electric fencing in the backyard of each Lot; provided no such fencing shall extend beyond the rear plane of the house on the Lot or outside the Owner's Lot lines. Each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees and invitees and to the Association, for any and all damage to person or property caused by any such pet brought upon or kept on the Properties by such Owner or by his family, guests, permittees, or invitees. Each Owner keeping pets on his or her Lot will comply with all requirements of law applicable to such animal. The Board of Directors shall have the power to adopt, publish, amend and enforce rules and regulations governing the keeping of pets by members of the Association and their families and guests and to establish penalties for the infraction thereof, to the extent such rules and regulations do not conflict with this provision.

Section 5. Quiet Enjoyment. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause



any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

No noxious, illegal, or offensive activity shall be carried on or upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or devices or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garage or household refuse shall be permitted within the Properties. No speaker, horn, whistle, bell or other sound devices, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot. The use and discharge of firecrackers and other fireworks is prohibited within the Properties.

Section 6. Unsightly or Unkept Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkept condition of his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken on any part of the Properties. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

Section 7. Antennas. Except as otherwise provided by law, including the Federal Telecommunications Act of 1996 and the rules promulgated by the Federal Communications Commission pursuant thereto, no satellite dishes or antennas shall be allowed on any Lot property. To the extent it is reasonable, the preferred location and installation site for permissible satellite dishes and antennas shall be only on the rear of a dwelling. If such preferred locations preclude the receipt of an acceptable quality on any Lot property, then the Owner should use this or her best efforts to install the equipment in the most innocuous location available where an acceptable quality signal can be received. Satellite dishes which are one meter or less in diameter should be reasonably screened from view from any other Lot and should be painted in a fashion that will not interfere with reception so that it blends into the background against which it is mounted.

Section 8. Driveways. All homes constructed on the Property shall be accessed by an aggregate driveway.

Section 9. Clothesline, Tanks, Etc. No clotheslines shall be erected or installed on the exterior portion of any Lot, and no clothing, linens or other material shall be aired or dried on the exterior portion of any Lot. All trash cans, mechanical equipment, and other similar items on Lots shall be located adjacent to the home on the Lot and shall be screened from view of the street.

Section 10. Subdivision of Lot and Time Sharing. No Lot shall be subdivided or its



boundary lines changed except with the prior written approval of the Board of Directors of the Association. Any such division, boundary line change, or replanting shall not be in violation of the applicable subdivision and zoning regulations.

No Lot shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years.

Section 11. Firearms; Bows and Arrows. The discharge of firearms and bows and arrows within the Properties is prohibited. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take action to enforce this Section.

Section 12. Pools. No above ground swimming pool shall be erected, constructed or installed on any Lot. Jacuzzis, whirlpools, or spas approved by the Charter Colony Foundation shall not be considered an above ground pool for the purposes of this Section.

Section 13. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties except that the Association shall have the right to draw water from such sources for the purpose of irrigating the Area of Common Responsibility and Lots. Private irrigation wells are prohibited on the Properties.

Section 14. Tents, Mobile Homes and Temporary Structures. No tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Lot or any part of the Properties. Party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.

Section 15. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No Person may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Association shall have a perpetual easement across the Properties for the purpose of altering drainage and water flow. Septic tanks and drain fields, other than those installed by or with the consent of the Declarant or the Association, are prohibited within the Properties. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, stream, pond or lake within the Properties.

Section 16. Business Use. All Lots shall be used for private residential purposes exclusively, except such temporary nonresidential uses as may be permitted by the Board of Directors from time to time in accordance with this Section. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the



Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods and services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section. Any Lot Owner that is a corporation, trust or partnership shall annually notify the Association in writing of the name or names of those persons entitled to use the Lot.

Section 17. On-Site Fuel Storage. No on site storage of gasoline, kerosene or fuel oils shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

Section 18. Leasing of Lots.

(a) Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) Leasing Provision.

(i) General. Lots may be rented only in their entirety; no fraction or portion may be rented. All leases shall be in writing and shall be for an initial term of no less than six (6) months, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, Bylaws, and the rules and regulations. The Board may adopt reasonable rules regulating leasing and subleasing.

(ii) Compliance with Declaration, Bylaws and Rules and Regulations. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant to the foregoing, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant to the foregoing.



Section 19. Laws and Ordinances. Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

Section 20. Single Family Occupancy. No Lot shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related, and the household employees of such family and/or unrelated individual.

Section 21. Doors and Windows. No "burglar bars," steel or wrought iron bars, or similar fixtures, whether designed for decorative, security or other purposes, shall be installed on the exterior of any windows or doors of any dwelling. No signs, numerals or other writing shall be written on or placed on the doors or windows of any dwelling, either temporary or permanently, except that the Board may, at its discretion, permit house numbers to be written temporarily on a single window of a dwelling while occupants are moving in, provided such numbers are removed within seventy-two (72) hours after the occupants have taken occupancy. All windows of an occupied dwelling on a Lot which are visible from the street or other Lots shall have draperies, curtains, blinds or other permanent interior window treatments, and all portions thereof which are visible from outside the dwelling shall be white or off white in color, unless otherwise approved in writing by the Board. Sheets or similar temporary window treatments may be used for a short time after taking occupancy of a dwelling, provided they are removed and replaced with permanent window treatments within a reasonable time after taking occupancy of the dwelling, as determined in the sole discretion of the Board of Directors.

Section 22. Utility Line. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

Section 23. Plants and Trees. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on a Lot without the prior written consent of the Board of Directors.

Section 24. Unattended or Stored Items/Risk of Loss. Baby carriages, velocipedes, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property shall not be left unattended or stored on the exterior of any Lot, without the consent of the Board of Directors. In no event shall the Association be liable for the loss, destruction, theft or damage to personal property placed on the exterior of any Lot.

Section 25. Refuse. All trash must be placed in proper receptacles for refuse collection. Trash containers shall not be permitted to remain in public view except on days of trash collection. All hazardous or toxic wastes or substances shall be handled and removed in accordance with all applicable law.

Section 26. Storm and Screen Doors. No storm door or screen door may be installed on the exterior of any Lot without the prior written permission of the Board, and with full



compliance with the Charter Colony Declaration.

Section 27. Smoke Detectors. Chesterfield County law requires that all dwellings be equipped with operable smoke detectors. Lot Owners are responsible for maintaining smoke detectors and for their repair and replacement if broken or defective.

Section 28. Alterations. No alteration shall be made to the exterior of any Lot without full compliance with this Declaration, the Declaration for the Charter Colony Foundation, Inc., and the prior written consent of the Board of Directors of the Association. Window muntins and mullions installed by the builder of any dwelling may not be removed by a Lot Owner, without the express permission of the Board of Directors.

Section 29. Complaints. Complaints regarding the management of the Association or regarding actions of other Lot Owners shall be made in writing to the Managing Agent or the Board of Directors. No Lot Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Managing Agent or the Association.

#### ARTICLE IX GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-six and two-thirds percent (66 2/3%) of the total votes in the Association. In addition, the approval requirements set forth in Article X hereof shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the Clerk's Office. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any procedural challenge to any amendment to this Declaration must be filed in the County of Chesterfield Circuit Court no later than one year from the date such amendment was recorded amongst the land records of the County of Chesterfield, Virginia.

Section 3. Indemnification. The Association shall indemnify every officer, director



and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member.

The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Easements for Utilities, Etc. There is hereby reserved unto the Association, and its designee (which may include, without limitation, County of Chesterfield, Virginia, and any utility), blanket easements upon, across, over and under all of the Properties for the purpose of replacing, repairing and maintaining cable television systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of the Properties.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Association's Board of Directors or as provided by Declarant. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6. Right of Entry/Easement of Access. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to perform maintenance pursuant to Article III hereof, and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws, any Supplemental Declaration and the rules of



the Association; provided nothing herein shall authorize any person to enter any dwelling or other Building constructed on a Lot without permission of the Owner unless reasonably believed to be necessary to avoid an imminent threat of personal injury or property damage. This right may be exercised by the Association's Board of Directors, any agent or employee of the Association acting with the authorization of the Board of Directors, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

Section 7. Perpetuities. No portion of the covenants, conditions, restrictions or other provisions of this Declaration shall be deemed void, unenforceable or unlawful due to the Rule Against Perpetuities.

Section 8. Compliance. Every Owner and occupant of any Lot shall comply with all lawful provisions of this Declaration, the Bylaws, and the rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association acting through its Board of Directors, or, in a proper case, by any aggrieved Lot Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the Bylaws. All rights, remedies and privileges granted to the Association pursuant to any terms, provision, covenant or condition of this Declaration, the Bylaws or state law shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Declaration or at law or in equity. The Association shall also be entitled to receive its costs and attorneys' fees in any action brought against an Owner and/or occupant.

Section 9. Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall notify the Board of the name and address of the purchaser or transferee, the anticipated date of such transfer of title, and such other information as the Board of Directors may reasonably require. Until the Board is notified of the transfer of title, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of assessments, notwithstanding the transfer of title to the Lot. Prior to the sale of any Lot the Owner must request a disclosure packet as required by Section 55-509.4 of the Code of Virginia, 1950, as amended, and provide a copy of the disclosure packet to the purchaser or potential purchaser of the Lot.

Section 10. Use of the Words "Madison Village at Charter Colony" or "Madison Village at Charter Colony Homeowners' Association, Inc." No Person, Owner, Resident, or Member shall use the words "Madison Village at Charter Colony" or "Madison Village at Charter Colony Homeowners' Association, Inc." or any derivative thereof in any printed or promotional material without the prior written consent of the Association. However, Owners



may use the terms in printed or promotional matter where such term or terms are used solely to specify that the particular property is located within Madison Village at Charter Colony and the Madison Village at Charter Colony Homeowners' Association, Inc., in which case Owners shall be entitled to use the words "Madison Village at Charter Colony" and "Madison Village at Charter Colony Homeowners' Association, Inc."

Section 11. Security. The Madison Village at Charter Colony Homeowners' Association, Inc. may, but is not obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. THE ASSOCIATION SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTIES, NOR SHALL THE ASSOCIATION BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, AND THE NEW CONSTRUCTION AND MODIFICATIONS COMMITTEES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT, THE ASSOCIATION, OR THE NEW CONSTRUCTION OR MODIFICATIONS COMMITTEES MAY NOT BE COMPROMISED OR CIRCUMVENTED OR THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

#### ARTICLE X MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgagee on Lots in the Properties. The provisions of this Article apply to both this Declaration and to the



Bylaws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the street address of the Lot to which its Mortgage relates, therefore becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed on a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Declaration, or Bylaws relating to such Lot or the Owner or occupant thereof which is not cured within sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

Section 2. Actions Requiring Approval of Eligible Mortgage Holders. To the extent possible under Virginia law:

(a) Any restoration or repair of the Properties after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Lots to which at least fifty-one percent (51%) of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of Voting Members representing sixty-seven percent (67%) of the total Association vote and the approval of the Eligible Holders of the first Mortgages on Lots to which at least fifty-one percent (51%) of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

(c) Any election to terminate the Association under circumstances other than substantial destruction or a substantial taking in condemnation shall require the consent of Voting Members representing at least sixty-seven percent (67%) of the votes of the Members, and the approval of the Eligible Holders of first Mortgages on Lots to which at least sixty-seven percent (67%) of the votes of Lots subject to a Mortgage are allocated.



(d) Any material amendment to the Declaration, Bylaws, or Articles of Incorporation of the Association shall require the consent of Members representing at least sixty-seven percent (67%) of the total votes in the Association, and the approval of Eligible Holders of first Mortgages on Lots to which at least fifty-one percent (51%) of the votes of Lots subject to a Mortgage held by an Eligible Holder are allocated. An amendment which changes the provisions for any of the following shall be considered material:

- (i) voting rights;
- (ii) assessments, assessment liens, or subordination of such liens;
- (iii) responsibility for maintenance and repair of the Properties;
- (iv) boundaries of any Lot;
- (v) expansion or contraction of the Properties or the addition, annexation, or withdrawal of Properties to or from the Association;
- (vi) insurance or fidelity bonds;
- (vii) leasing of Lots;
- (viii) imposition of any right of first refusal or similar restriction of the right of any owner to sell, transfer, or otherwise convey his or her Lot;
- (ix) establishment of self-management by the Association where professional management has been required by an Eligible Holder; or
- (x) any provisions included in the Declaration, Bylaws or Articles of Incorporation which are for the express benefit of holders, guarantors or insurers of first Mortgages on Lots.

Section 3. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the First Mortgagee of any Lot in a case of distribution to such Owner of insurance proceeds.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 5. Applicability of Article X. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Virginia law or any of the acts set out in this Article.

Section 6. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have



approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

ARTICLE XI  
CHARTER COLONY DECLARATION

Section 1. Applicability of Charter Colony Declaration. Title to the Properties shall be subject to the Declaration of Covenants, Conditions and Restrictions for The Charter Colony Foundation, Inc. made by BBHunt, L.L.C. recorded in the Office of the Clerk of Circuit Court of the County of Chesterfield, Virginia on December 20, 2002, in Deed Book 4829, page 308, as amended (the "Charter Colony Declaration"). This Declaration shall be deemed a "Supplemental Declaration" as defined in the Charter Colony Declaration. The Charter Colony Declaration imposes a comprehensive scheme of restrictions upon all property in Charter Colony, including the Properties, which restrictions include architectural controls and building standards designed to ensure a uniform high quality of construction and aesthetic appearance. The Charter Colony Declaration has created an architectural control authority, approval from which is required for all building, exterior design and landscaping plans. The Charter Colony Declaration creates an association ("The Charter Colony Foundation, Inc.") to govern Charter Colony and to maintain and operate the Common Area (as defined in the Charter Colony Declaration). The Properties shall constitute the Neighborhood of Madison Village. All Lot Owners shall be Class A members of The Charter Colony Foundation, Inc. by virtue of their ownership of a Lot in Madison Village, and shall be entitled to one vote for each Lot owned.

Section 2. Assessment by The Charter Colony Foundation, Inc. The Charter Colony Foundation, Inc. has the authority to enforce the provisions of the Charter Colony Declaration and to impose assessments on all owners of property within Charter Colony (including all of the Lots in Madison Village) for the purpose of maintaining and operating the Charter Colony Common Areas. The payment of assessments shall be secured by a lien on every Lot. The lien of The Charter Colony Foundation, Inc. for such assessments shall be subordinate only to the liens for real estate taxes and the liens of first Mortgages on Lots. The assessment imposed by the Madison Village at Charter Colony Homeowners Association, Inc. with respect to Common Expenses shall be subject and subordinate to the lien in favor of The Charter Colony Foundation, Inc. for Base Assessments, Neighborhood Assessments, and other assessments imposed by the Charter Colony Declaration.

Section 3. Use of Private Amenities. Neither membership in The Charter Colony Foundation, Inc. or the Association nor ownership of a Lot shall confer any ownership interest in or right to use any Private Amenities (as defined in the Charter Colony Declaration and including, without limitation, the clubs, if any, located within the vicinity of Madison Village or Charter Colony). Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as may be determined by their respective owners. Such owners shall have the right, in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities, including, without limitation, eligibility for the duration of use rights, categories of use and extent of use privileges, a number of users, and also shall have the



right to reserve use rights and to terminate use rights altogether.

Section 4. No Representations or Warranties for Private Amenities. No representations or warranties have been or are made by the Declarant or any other person with regard to the continuing ownership or operation of the Private Amenities, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment to this Declaration executed by the Declarant. Further, the ownership or operational duties of and as to the Private Amenities may change at any time and from time to time by virtue of, without limitation, (a) the sale to or assumption of operations by an independent entity, (b), conversion of the membership structure to an "equity" club or similar arrangement whereby the members of the Private Amenities or an entity owned or controlled thereby become the owner(s) and/or operator(s) of the Private Amenities, or (c) the conveyance of the Private Amenities to one or more affiliates, shareholders, employees, or independent contractors of the Declarant. No consent of The Charter Colony Foundation, Inc., the Association, or any Owner shall be required to effectuate such a transfer or conversion.

Section 5. Construction of the Declaration for The Charter Colony Foundation, Inc. The restrictions, rules and regulations imposed on Lots as set forth herein shall be in addition to, and not in contravention of, the rules, regulations and restrictions imposed on the Lots by the Declaration for The Charter Colony Foundation, Inc. The restrictions imposed hereby and by the Declaration for The Charter Colony Foundation, Inc. are intended to be cumulative; provided, however, that in the event of any conflict between these restrictions and the restrictions imposed by the Declaration for The Charter Colony Foundation, Inc., the more restrictive of the respective restrictions shall apply.

IN WITNESS WHEREOF, the undersigned President of the Association has executed this Restated and Amended Declaration of Covenants, Conditions and Restrictions for the Madison Village at Charter Colony Homeowners' Association, Inc., which Restated and Amended Declaration has been approved by at least sixty-seven percent (67 %) of the total Members of the Association.

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MADISON VILLAGE AT CHARTER COLONY HOMEOWNERS' ASSOCIATION, INC.

*Thomas L. Wilkinson, Jr.*

By Thomas L. Wilkinson, Jr.  
Its President

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Chesterfield, to-wit:

I, Erin Carlson, a Notary Public in and for the jurisdiction aforesaid, certify that the foregoing Restated and Amended Declaration of Covenants, Conditions and Restrictions for Madison Village at Charter Colony Homeowners' Association, Inc. was executed and acknowledged before me this 25<sup>th</sup> day of February, 2015, by Thomas L. Wilkinson, Jr., as President of Madison Village at Charter Colony Homeowners' Association, Inc.

*Erin R. Carlson*

Notary Public

My commission expires: 10/31/2018  
Notary registration number: 7608041





CERTIFICATION OF THE PRESIDENT

The President of Madison Village at Charter Colony Homeowners' Association, Inc., hereby certifies that the this Restated and Amended Declaration of Covenants, Conditions and Restrictions for the Madison Village at Charter Colony Homeowners' Association was ratified and approved by the written consent of Members representing at least sixty-seven percent (67%) of the total Class "A" votes in the Association in accordance with Article IX, Section 2 and Article X of the Declaration. Approval of the Class "B" Member and Declarant was not required because the Class "B" Membership has expired and the Declarant has signed and recorded a statement indicating that all of its sales and development activity has ceased on the Property. Mortgagee approval was not required because there are no "Eligible Holders," as that term is defined in Article X, Section 1 of the Declaration.

By: Thomas L. Wilkinson, Jr.  
President  
Madison Village at Charter Colony  
Homeowners' Association, Inc.

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Chesterfield

On this 25th day of February, 2015, before me, the undersigned notary public, personally appeared Thomas L. Wilkinson, Jr., the President of Madison Village at Charter Colony Homeowners' 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.

Registration #: 7608041  
My commission expires: 10/31/2018

Erin R. Carlson  
Notary Public





**EXHIBIT "A"**  
**SUBMITTED LAND**

All of those lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, and 48, and all Common Areas, in Section A of Madison Village at Charter Colony, as more specifically depicted on that certain plat entitled "Madison Village Section A at Charter Colony" dated August 4, 2005, made by Youngblood, Tyler & Associates, P.C., recorded December 14, 2005 in the Clerk's Office of the Circuit Court for the County of Chesterfield, Virginia, in Plat Book 161, pages 23-27, to which plat reference is made for a more particular description of the property submitted.



**EXHIBIT "B"**  
**PROPERTY THAT MAY BE ANNEXED**

There is no additional property that may be annexed.



**EXHIBIT "C"**  
**CHART OF MAINTENANCE RESPONSIBILITIES FOR**  
**MADISON VILLAGE HOMEOWNERS' ASSOCIATION, INC.**

Deleted