

**PENN FOREST PLACE HOMEOWNERS ASSOCIATION, INC.
SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

November 13, 2012

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Penn Forest Place Homeowners Association, Inc. (the "Association") is hereby made and submitted by the Members of the Association this 13th day of November, 2012.

WHEREAS, on April 11, 1995, the Declaration of Covenants, Conditions and Restrictions was recorded in the land records of the Circuit Court of Roanoke County, Virginia, in Deed Book 1471, page 1480; and

WHEREAS, on November 7, 1996, the Amendment to the Declaration of Covenants, Conditions and Restrictions was recorded in the land records of the Circuit Court of Roanoke County, Virginia, in Deed Book 1520, page 1449; and

WHEREAS, the Members of the Association have approved the following amendment to the Declaration of Covenants, Conditions and Restrictions:

Article 12, Miscellaneous Provisions

Section 12.1. *The following is proposed to replace the current Section 12.1:*

The provisions of this Declaration shall run with and bind all of the Property including the Lots therein, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, his respective legal representatives, heirs, successors and assigns. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by the Owners holding no less than two-thirds (2/3) of the votes of the Membership. Any amendment must be recorded to be effective. No amendment shall change Architectural, Engineering, Landscaping (which term shall be defined in its broadest sense as including grass, fences, hedges, vines, trees and the like) or decorative design of the Community as finally constructed.

The current Section 12.1 states as follows:

The provisions of this Declaration run with and bind all the Property including the Lots therein, and shall inure to the benefit of and be enforceable by the Association, Developer, or the Member of any Lot subject to this Declaration, their respective legal

representative, heirs, successors, and assigns, for a term of fifty (*50) years from the date this Declaration is recorded, after which time the Restriction shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by Members holding more than three-fourths (3/4) of the votes of the membership has been recorded, agreeing to terminate or change said Restrictions in whole or in part; provided, however, that no such agreement to terminate or change shall be effective unless written notice of the proposed agreement is sent to every Member at least ninety (90) days in advance of any action taken. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by Owners holding not less than ninety percent (90%) of the votes of the membership at any time until the end of the initial fifty (50) year term and thereafter by an instrument signed by the Members holding more than three-fourths (3/4) of the votes of the membership. Any amendment must be properly recorded to be effective. No amendment shall change architectural, engineering, landscaping (which term shall be defined in its broadest sense as including grass, fences, hedges, vines, trees and the like) or decorative design of the Community as finally constructed by the Developer.

Developer shall retain the exclusive right to amend, modify, revoke, alter, expand and update the contents of this Declaration, or amendments thereto, or to add any real estate to the scope of this Declaration, or amendments thereto, without the permission of any party. Any amendment or alteration to the Declaration shall take effect only after Developer, or any entity in which one or more of the principals is a principal of the Developer, has caused to be recorded an amended Declaration among the Roanoke County land records.

Section 12.2. *The following is proposed to be deleted in its entirety:*

This Declaration contains provisions concerning various rights, priorities, remedies and interests of the mortgagees of Lots. Such provisions are to be construed as covenants for the protection of the mortgagees on which they may rely in making loans secured by mortgages on Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of such mortgagee. If there is more than one mortgagee holding mortgages on the Lots, it shall be sufficient to obtain the written consent of the mortgagee or mortgagees holding first liens on seventy-five percent (75%) of the Lots encumbered by Mortgages. This paragraph shall not apply to or in any way be construed as a limitation upon those rights of the Developer under this Declaration which do not so adversely affect such mortgagees.

(Certification on following page.

Certification

I hereby certify that the foregoing Second Amendment to the Declaration of Covenants, Conditions and Restrictions was approved by the requisite majority of Owners, Members of the Association, whose signatures are attached in Exhibit A and whose Parcel ID, Address, and Owner Name(s) are attached in Exhibit B.

WITNESS the following signature and seal:

PENN FOREST PLACE HOMEOWNERS ASSOCIATION, INC.

By: Lloyd Thomas DeHart (SEAL)
Lloyd Thomas DeHart
President

COMMONWEALTH OF VIRGINIA }
COUNTY or CITY OF } To-wit:

The foregoing Second Amendment to the Declaration of Covenants, Conditions and Restrictions was acknowledged and executed before me this 19th day of November, 2012, by Lloyd Thomas DeHart the President of Penn Forest Place Homeowners Association, Inc. in my presence.

Carmen S. Beckner
Notary Public

My Commission expires: August 31, 2015.

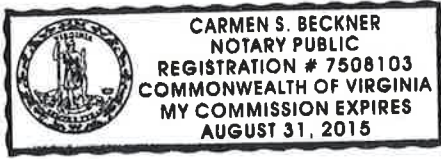


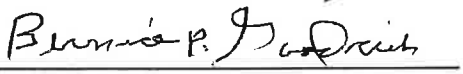
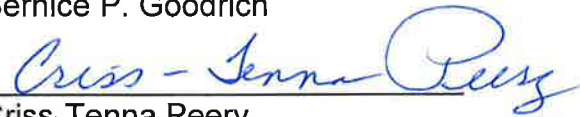
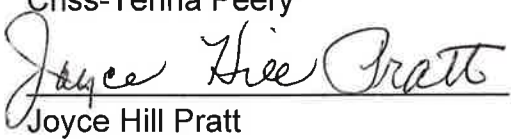

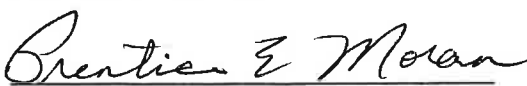




EXHIBIT A
LOT OWNER SIGNATURE PAGE

The following owners of lots within Penn Forest Place Homeowners Association, Inc. hereby indicate their approval of the Second Amendment to the Declaration of Covenants, Conditions and Restrictions.

- 5803 Penn Forest Pl 
Sue A. LaPrade
- 5804 Penn Forest Pl 
Harold E. Sweisfort
- 5807 Penn Forest Pl 
Bernice P. Goodrich
- 5808 Penn Forest Pl 
Criss-Tenna Peery
- 5811 Penn Forest Pl 
Joyce Hill Pratt
- 5814 Penn Forest Pl _____
Cynthia B. Oliver
- 5815 Penn Forest Pl 
Francis V. Lassak
- 5818 Penn Forest Pl 
Prentice E. Moran
- 5818 Penn Forest Pl 
Betsy C. Moran
- 5819 Penn Forest Pl 
Martha C. Pittard Revocable Declaration of Trust
Martha C. Pittard Trustee

5822 Penn Forest Pl

Bernice W. Dunstan
Bernice W. Dunstan

5823 Penn Forest Pl

Ellen L. Moorhead
Ellen L. Moorhead

5826 Penn Forest Pl

Gene M. Fulcher
Gene M. Fulcher

Sue G. Fulcher
Sue G. Fulcher

5827 Penn Forest Pl

Elizabeth D. Dudley
Elizabeth D. Dudley

5830 Penn Forest Pl

John Westervelt, Jr.
John Westervelt, Jr.

Norma Westervelt
Norma Westervelt

5831 Penn Forest Pl

James A. Carmichael
James A. Carmichael

Gloria L. Carmichael
Gloria L. Carmichael

5834 Penn Forest Pl

Thurman D. Crowder
Thurman D. Crowder

Deceased
Shirley T. Crowder

5835 Penn Forest Pl

Ralph O. Foster
Ralph O. Foster

Phyllis F. Foster
Phyllis F. Foster

5838 Penn Forest Pl

Timothy S. Bailey
Timothy S. Bailey

5839 Penn Forest Pl

Edward R. Teller
Edward R. Teller

Bettina O. Teller
Bettina O. Teller

5842 Penn Forest Pl

Sadie S. Mitchell
Sadie S. Mitchell

5843 Penn Forest Pl

Astrid Jeannette Larson Dufresne Trustee
Astrid Jeannette Larson Dufresne Revocable Trust
Astrid Jeannette Larson Dufresne Trustee

5846 Penn Forest Pl

Eleanor R. Shelton
Eleanor R. Shelton

5847 Penn Forest Pl

Roberta J. Kaufman
Roberta J. Kaufman

5850 Penn Forest Pl

Betty A. Spraker
Betty A. Spraker

5851 Penn Forest Pl

Melvin O. Wilson, Jr.
Melvin O. Wilson, Jr.

Carolyn P. Wilson
Carolyn P. Wilson

5854 Penn Forest Pl

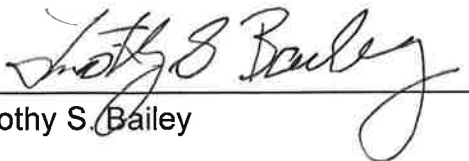
Jane C. Maher
Jane C. Maher

Francis X. Maher
Francis X. Maher

EXHIBIT A
LOT OWNER SIGNATURE PAGE

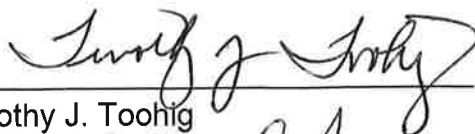
The following owners of lots within Penn Forest Place Homeowners Association, Inc. hereby indicate their approval of the Second Amendment to the Declaration of Covenants, Conditions and Restrictions.

5838 Penn Forest Pl

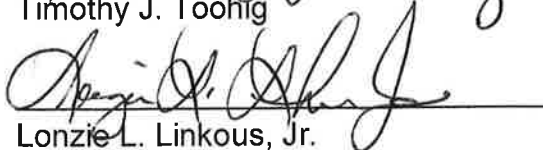


Timothy S. Bailey

5855 Penn Forest Pl



Timothy J. Toohig



Lonzie L. Linkous, Jr.

5856 Penn Forest Pl



Gail H. Albert

5857 Penn Forest Pl



Lloyd Thomas DeHart

5859 Penn Forest Pl



Charles R. Spencer



Debra L. Lovelace

5860 Penn Forest Pl



Stu C. Stuart McGhee



Peggy C. McGhee

EXHIBIT B

**Parcel Identification Number (PIN) Listing
Penn Forest Place Homeowners Association, Inc.**

<u>Parcel ID</u>	<u>Address</u>	<u>Owner Name(s)</u>
086.20-04-31.00-0000	5803 Penn Forest Place	SUE A. LAPRADE
086.20-04-01.00-0000	5804 Penn Forest Place	HAROLD E. SWEISFORT
086.20-04-30.00-0000	5807 Penn Forest Place	BERNICE P. GOODRICH
086.20-04-02.00-0000	5808 Penn Forest Place	CRISS-TENNA PEERY
086.20-04-29.00-0000	5811 Penn Forest Place	JOYCE HILL PRATT
086.20-04-03.00-0000	5814 Penn Forest Place	CYNTHIA B. OLIVER
086.20-04-28.00-0000	5815 Penn Forest Place	FRANCIS V. LASSAK
086.20-04-04.00-0000	5818 Penn Forest Place	PRENTICE E. MORAN and BETSY C. MORAN
086.20-04-27.00-0000	5819 Penn Forest Place	MARTHA C PITTARD, TRUSTEE OF THE MARTHA C PITTARD REVOCABLE DECLARATION OF TRUST DATED AUGUST 19, 2002
086.20-04-05.00-0000	5822 Penn Forest Place	BERNICE W. DUNSTAN
086.20-04-26.00-0000	5823 Penn Forest Place	ELLEN L. MOORHEAD
086.20-04-06.00-0000	5826 Penn Forest Place	GENE M. FULCHER and SUE G. FULCHER
086.20-04-25.00-0000	5827 Penn Forest Place	ELIZABETH D. DUDLEY
086.20-04-07.00-0000	5830 Penn Forest Place	JOHN WESTERVELT, JR. and NORMA WESTERVELT
086.20-04-24.00-0000	5831 Penn Forest Place	JAMES A. CARMICHAEL and GLORIA L. CARMICHAEL
086.20-04-08.00-0000	5834 Penn Forest Place	THURMAN D. CROWDER and SHIRLEY T. CROWDER
086.20-04-23.00-0000	5835 Penn Forest Place	RALPH O. FOSTER and PHYLLIS F. FOSTER
086.20-04-09.00-0000	5838 Penn Forest Place	TIMOTHY S. BAILEY
086.20-04-22.00-0000	5839 Penn Forest Place	EDWARD R. TELLER and BETTINA O. TELLER
086.20-04-10.00-0000	5842 Penn Forest Place	SADIE S. MITCHELL
086.20-04-21.00-0000	5843 Penn Forest Place	ASTRID JEANNETTE LARSON DUFRESNE, TRUSTEE OF THE ASTRID JEANNETTE LARSON DUFRESNE REVOCABLE TRUST DATED SEPTEMBER 22, 2009
086.20-04-11.00-0000	5846 Penn Forest Place	ELEANOR R. SHELTON
086.20-04-20.00-0000	5847 Penn Forest Place	ROBERTA J. KAUFMAN
086.20-04-12.00-0000	5850 Penn Forest Place	BETTY A. SPRAKER
086.20-04-19.00-0000	5851 Penn Forest Place	MELVIN O. WILSON, JR. and CAROLYN P. WILSON
086.20-04-13.00-0000	5854 Penn Forest Place	JANE C. MAHER and FRANCIS X. MAHER
086.20-04-18.00-0000	5855 Penn Forest Place	TIMOTHY J. TOOHIGH and LONZIE L. LINKOUS, JR.
086.20-04-14.00-0000	5856 Penn Forest Place	GAIL H. ALBERT
086.20-04-17.00-0000	5857 Penn Forest Place	LLOYD THOMAS DEHART
086.20-04-16.00-0000	5859 Penn Forest Place	CHARLES R SPENCER and DEBRA L. LOVELACE
086.20-04-15.00-0000	5860 Penn Forest Place	C. STUART MCGHEE and PEGGY C. MCGHEE

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*Penn Forest Place Homeowners Association, Inc.
Second Amendment to the Declaration of Covenants, Conditions and Restrictions
November 13, 2012*

Prepared by and to be returned to:

Stephen H. Moriarty
Chadwick, Washington, Moriarty,
Elmore & Bunn, PC
25 Library Square
Salem, Virginia 24153

INSTRUMENT #201213600
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE COUNTY ON
NOVEMBER 26, 2012 AT 09:45AM

STEVEN A. MCGRAW, CLERK
RECORDED BY: FRS



OFFICIAL RECEIPT
ROANOKE COUNTY CIRCUIT COURT
DEED RECEIPT

DATE: 11/26/12 TIME: 09:47:40 ACCOUNT: 161CLR201213600 RECEIPT: 12000025844
CASHIER: FRS REG: R068 TYPE: REST PAYMENT: FULL PAYMENT
INSTRUMENT : 201213600 BOOK: PAGE: RECORDED: 11/26/12 AT 09:45
GRANTOR: PENN FOREST PLACE HOMEOWNERS ASSOCIATION INC EX: N LOC: CO
GRANTEE: PENN FOREST PLACE HOMEOWNERS ASSOCIATION INC EX: N PCT: 100%
AND ADDRESS : ROANOKE COUNTY,
RECEIVED OF : CHADWICK FIRM
CHECK: \$21.00 30457
DESCRIPTION 1: SECOND AMENDMENT PAGES: 10 OP 0
2: NAMES: 0
CONSIDERATION: .00 A/VAL: .00 MAP:
PIN:
301 DEEDS 14.50 145 VSLF 1.50
106 TECHNOLOGY TRST FND 5.00
TENDERED : 21.00
AMOUNT PAID: 21.00
CHANGE AMT : .00

CLERK OF COURT: STEVEN A. MCGRAW

PAYOR'S COPY
RECEIPT COPY 1 OF 2

Jolly

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AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
PENN FOREST PLACE

This Amendment made and entered into this day October 25, 1996
by BOONE, BOONE & LOEB, INC., a Virginia corporation (hereinafter
the "Developer"), "GRANTOR."

W I T N E S S E T H

WHEREAS, on April 10, 1995, restrictions for the Penn Forest
Place Subdivision were recorded in the Clerk's Office of the
Circuit Court of Roanoke County, Virginia, in Deed Book 1471, page
1480; and

WHEREAS, at Article 12 item 12.1 the Developer retained the
exclusive right to amend, alter, expand and update the contents of
the aforesaid Declaration without the permission of any party; and

WHEREAS, it is the desire of the Developer by this instrument
to and does hereby amend said Declaration to include the following
provision:

ARTICLE 4
PROPERTY RIGHTS IN THE COMMON AREAS

4.4 Obligations of the Association. The Association shall:

4.4.2.1 Trim and Maintain trees in the traffic islands
in Penn Forest Place (originally referred to in
these Restrictions as Penn Wood Drive). In the
event Virginia Department of Transportation
(hereinafter "VDOT") determines that the trees in
the islands have grown to a size which exceeds what
can be reasonably maintained, then VDOT shall have
the right to give written notice to the Penn Forest
Place Homeowners' Association (hereinafter "HOA"),
and demand that the existing trees be removed. New
plants may be installed by HOA and these must be
approved by VDOT, all of which shall be done at
expense of the HOA. The HOA shall further
be responsible for any damage to the road system or
the curbing of the islands which may occur because
of the root systems of the trees in the islands.

BK 1525 PG 01450

WITNESS the following signature and seal:

BOONE, BOONE & LOEB, INC.
a Virginia corporation

By: *M. L. Bove*

Title: *Vice President*

STATE OF VIRGINIA)

County of Roanoke)

The foregoing instrument was acknowledged before me on
Oct. 29, 1996, by M. L. Bove,
Vice President (title) of BOONE, BOONE & LOEB, INC., a Virginia
corporation on behalf of the corporation.

My commission expires Dec. 31, '98.

A. B. Zyki
Notary Public

BK 1525 PG 01451

CONSIDERATION AMOUNT \$ _____

ST.TAX 58.1-801 (039)	\$ _____	IN THE CLERK'S OFFICE OF THE
LOCAL TAX (213)	\$ _____	CIRCUIT COURT OF ROANOKE
TRANSFER FEE (212)	\$ _____	COUNTY, VA THIS <u>7</u> DAY OF
CLERK'S FEE (301)	\$ <u>12.00</u>	<u>November</u> , 19 <u>96</u> , THIS
VSLF (145)	\$ <u>1.00</u>	INSTRUMENT WAS PRESENTED
ST.TAX 58.1-802 (038)	\$ _____	WITH THE CERTIFICATE OF
LOCAL 58.1-802 (220)	\$ _____	ACKNOWLEDGEMENT ANNEXED &
TTF (106)	\$ <u>3.00</u>	ADMITTED TO RECORD AT
RECORDATION TOTAL	\$ <u>16.00</u>	<u>11:08</u> THE TAX IMPOSED UNDER
MISC. COSTS _____	\$ _____	58.1-802 HAS BEEN PAID.

TESTE: Steven A. DeLeon, CLERK

RECORDATIONS PAID BY: Jolly

DOCUMENTS MAILED BACK TO: Same

RESIDENCE ADDRESS OF GRANTEE/DESIGNEE: _____

Jolly

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DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

PENN FOREST PLACE

Roanoke County, Virginia

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

PENN FOREST PLACE

Roanoke County, Virginia

THIS DECLARATION, dated as of 4/10, 1995,
by BOONE, BOONE & LOEB, INC., a Virginia Corporation, hereinafter
referred to as "Developer," recites and provides:

RECITALS

The Developer is the fee simple owner of certain real property located in Roanoke County, Virginia, as described in Exhibit "A" attached hereto and made a part hereof (the Property), and is building a residential development thereon.

The Developer desires to provide for the preservation of the values and amenities of the Property and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens (hereinafter referred to collectively as the Restrictions) as hereinafter set forth for the benefit of the Property and each Lot owner thereof.

The Developer has incorporated, under the laws of the Commonwealth of Virginia, as a non-profit corporation, PENN FOREST PLACE HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions of administering these restrictions and the Property in general.

The Developer desires that the Restrictions shall run with, burden and bind the Property.

DECLARATION

NOW, THEREFORE, the Developer hereby declares the Property is and shall be held, transferred, sold, conveyed, occupied and used subject to the provisions of the Restrictions hereinafter set forth, for and during the period of time hereinafter specified.

ARTICLE 1

DEFINITIONS

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

- 1.1 "Additional or Expandable Land" shall mean and refer to those tracts or parcels of land added to the Property pursuant to Paragraph 3.1, hereof.
- 1.2 "Affiliate" shall mean a person or entity related to or affiliated with the Developer and includes, but is not limited to, a joint venture, partnership or corporation in which the Developer or any of its stockholders have an interest.
- 1.3 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association.
- 1.4 "Assessment" shall mean and refer to a Member's share of the Common Expenses from time to time assessed against a Member by the Association in the manner herein provided.
- 1.5 "Association" shall mean and refer to the Penn Forest Place Homeowners Association, Inc., its successors and assigns.
- 1.6 "Association Property" shall mean and refer to the real property owned by or acquired in the future by the Association.
- 1.7 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- 1.8 "Common Areas" shall mean all portions of the Property designed for the use, enjoyment, and access of all Members.
- 1.9 "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of the Declaration.
- 1.10 "Common Maintenance Areas" shall mean the areas to be maintained by the Association which shall include all Association Property and the exterior of all Lots. The exterior to be maintained shall include all shrubbery, grass, wooded areas (maintained in same state as conveyed by Developer), sidewalks, decks, railings, if any, door lights (except owner to be responsible for light bulb replacement), if any, exterior railings, exterior steps or stairs, patios, balconies, porches, outside walls

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(excluding glass), outside trim, roofs, carports (excluding pull down attic stairs) and garage exteriors, if any.

- 1.11 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Penn Forest Place Community, as the same now exists or may be hereafter amended.
- 1.12 "Developer" shall mean and refer to Boone, Boone & Loeb, Inc., a Virginia corporation, and any successors or assigns.
- 1.13 "Lot" or "Lots" shall mean any or all of the subdivided real property parcels for residential dwelling purposes created at once or in one or more phases from the Property or Expandable Land, including the dwellings and other improvements located thereon. In the event a single residence is constructed on two lots, the two lots shall be considered to be one Lot for all purposes herein, regardless of whether the two lots remain as is or one lot is created by the vacation of the common lot line.
- 1.14 "Member" shall mean and refer to all those Members who are members of the Association as provided in Paragraph 2.1. of this Declaration.
- 1.15 "Mortgage" shall mean and refer to any mortgage, deed of trust or similar instrument encumbering a Lot as security for the performance of any obligation.
- 1.16 "Occupant" shall mean and refer to any person, including, without limitation, any guest, invitee, tenant, lessee or family member of a Member, occupying or otherwise using or visiting a Lot.
- 1.17 "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.
- 1.18 "Property" shall mean and refer to the real property described in the attached Exhibit "A" and all subsequent additions thereto brought under the regime of this Declaration. The Property is further shown on the attached survey plat marked Exhibit "B".

ARTICLE 2

MEMBERSHIP AND VOTING RIGHTS

- 2.1 Every Lot Owner shall be a Member of the Association, provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member, unless and until such person or entity has succeeded to such Owner's interest by enforcement of such security interest. Membership shall be appurtenant to and may not be separated from ownership of any Lot.
- 2.2 The Association shall have two (2) classes of voting membership:
- 2.2.1 Class A. Class A members shall be all Lot Owners (with the exception of the Developer) and shall be entitled to one (1) vote for each Lot. When more than one person holds an interest in any Lot, all persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
- 2.2.2 Class B. The Class B member shall be the Developer or affiliate of Developer and shall be entitled to one vote per Lot and one vote per parcel of land within the Property not subdivided into lots (hereinafter "Parcel") not conveyed to a Class A member, multiplied by the number representing the total number of lots and parcels in the Property plus one additional vote, so that the Developer shall retain a majority vote until it conveys the last lot or parcel to a Class A member. The Class B membership shall cease and terminate at such time that the Developer has conveyed the last Lot or parcel to a Class A member but shall terminate in any event by December 31, 2010.

ARTICLE 3

PROPERTY SUBJECT TO THIS DECLARATION

- 3.1 Description. The real property subject to this Declaration is all that property located in Roanoke County, Virginia, as described in Exhibit "A" attached hereto and made a part hereof.

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- 3.2 Expansions by Developer. Developer hereby reserves the exclusive right to incorporate additional or expandable lands, whether now owned or to be acquired in the future by Developer, into the Property, for a period terminating on December 31, 2010. This right is unilateral in nature, requiring no consent from any purchaser or mortgagee. . . Developer exercises this right, it shall record proper documents incorporating such other lands into the Property, thereby enlarging the Property and subjecting such additional or Expandable lands to this Declaration and its amendments.
- 3.3 Effect of Expansion. In the event that any additional or expandable lands are incorporated as a part of the Property:
- 3.3.1 Such additional or expandable lands shall be considered within the definitions herein recited for all purposes of this Declaration; and
- 3.3.2 All voting of the membership of the Association shall include Members in expandable lands, and all voting by the Members hereunder, shall be aggregated, it being intended that (i) any voting requirements need not be fulfilled separately for the real property described in expandable lands, and (ii) any Class B member shall have a majority of the votes of the Association.

ARTICLE 4

PROPERTY RIGHTS IN THE COMMON AREAS

- 4.1 Owner's Easements of Enjoyment. Subject to the provisions of Paragraph 4.4, every Member shall have a right and easement of enjoyment in and to the Association Property and such easement shall be appurtenant to and shall pass with the title to every Lot.
- 4.2 Extent of Members' Easements. The right and easements of enjoyment created hereby shall be subject to the following:
- 4.2.1 The right of the Developer so long as Developer owns any property as defined herein or any lot and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Association Property and Common Maintenance Areas for the installation, relocation, replacement, maintenance and inspection of the lines and appurtenances for public or private water, sewer, septic tanks,

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drainage, gas, electricity, telephone and other utilities even after title has passed to a Lot Owner; and

- 4.2.2 The right of the Association to adopt rules and regulations governing the use by the Members of the Association Property.
- 4.2.3 Developer also reserves the right to locate at any point within the Public Utility Easement ("PUE") which runs across the front of each lot, gas and/or electric street lights together with the right to enter upon said PUE for the purpose of installing, repairing, maintaining, relocating, and removing such street lights.
- 4.3 Delegation of Use. Any Member may delegate his rights of enjoyment of the Association Property and facilities to the members of his family, tenants or contract purchaser (and members of the family of any tenant or contract purchaser) who reside on the Property or to such other persons as may be permitted by the Association.
- 4.4 Obligations of the Association. The Association shall:
 - 4.4.1 Operate and maintain, for the use and benefit of all Members of the Association, all Association Property, easements and facilities and all Common Maintenance Areas, including all storm water detention facilities constructed now or in the future by Developer and the drainage easements conveyed, whether these easements and facilities are on-site or off-site and serving this community.
 - 4.4.2 Maintain, reseed, and mow the grass and replace all dead or destroyed landscaping in the Association Property and Common Maintenance Areas (including traffic islands in Penn Wood Drive).
 - 4.4.3 Maintain and operate the Association Property and Common Maintenance Areas.
 - 4.4.4 Maintain, repair and replace, as needed, any retaining walls constructed by Developer on any lot.
 - 4.4.5 Hire a professional manager to perform all functions of operation and management of the Association Property and Common Maintenance Areas on behalf of the Association.
 - 4.4.6 Shall require any destroyed improvements on Association Property and Common Maintenance Areas, and any landscaping and decorative items

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to be reconstructed in the same architectural, engineering, design, including paint colors, and in the same manner as originally constructed.

- 4.4.7 Prohibit any additional improvements alterations on Association Property or Common Maintenance Areas. The Association is specifically prohibited from constructing additional storm water detention facilities unless required to by County directive or Court order. This provision shall not apply to Developer.
- 4.4.8 Prohibit any construction, painting or landscaping (which term shall be defined in its broadest sense as including grass, fences, hedges, vines, trees and the like) whatsoever, other than to maintain or reconstruct any improvement installed by Developer on Association Property and Common Maintenance Areas.
- 4.4.9 Have no rights to change any original architectural landscape or decorative designs, provided however, the Developer shall have the absolute right without the permission of the Association to change the architectural landscape or decorative design to any extent whatsoever and/or make additional improvements to the Association Property and Common Maintenance Areas even after conveyance to a Class A Lot Owner without the permission of the Association or Lot Owner so long as Developer owns any lot or property, as defined herein.
- 4.4.10 The Home Owner's Association, its successors, transferees or assigns, shall maintain in full force and effect, at its cost, comprehensive general liability and property damage insurance in the minimum amount of One Million Dollars, combined single limited with no annual aggregate. Roanoke County, its officers, agents and employees, shall be named as additional insureds on the policy. A certificate of insurance reflecting such coverage shall be provided to the County upon recordation of the Declaration of Covenants, Conditions and Restrictions and from year to year thereafter. The policy shall provide that the coverage shall not be canceled or materially altered except after sixty (60) days' written notice to the County; in the event of cancellation, material alteration, or termination of said policy for any reason, the Home Owner's Association, its successors, transferees, or assigns, shall provide a

comparable policy acceptable to the County, or shall forthwith comply with all federal, state and local laws or regulations as may be in effect at such time for fencing of detention pond(s)/stormwater management areas or other "common areas." Every five (5) years from the date hereof, the policy limits set forth herein shall increase by the total annual increase reflected by the Consumer Price Index Detailed Report for all urban consumers published by the United States Department of Labor, Bureau of Labor Statistics, in January of the anniversary year.

- 4.4.11 Entrance Signage. Prohibit any changes in the design, color, or content of the entrance signage which shall be maintained by the Association as originally installed by the Developer, including, but not limited to, that portion designating Developer's name.

ARTICLE 5

COVENANT FOR MAINTENANCE ASSESSMENTS

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

- 5.1.1 Annual assessments or charges; and
- 5.1.2 Special assessments for capital improvements and operating, repair and replacement reserve funds, such assessments to be fixed, established and collected as hereinafter provided.
- 5.1.3 An initial assessment of \$150.00 upon purchase of a Lot as a contribution to the reserve account.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Member's

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Successors in title (other than as a lien on the land) unless expressly assumed by them.

- 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members and in particular for the maintenance of the Association Property and Common Maintenance Areas and for services and facilities devoted to this purpose and related to the use and enjoyment of the Association Property and Common Maintenance Areas, including, but not limited to, the payment of taxes and insurance thereon and repair and replacement, for the cost of labor, equipment, materials, management and supervision thereof, and for operating reserve funds, and reserve funds for repair and replacement of the Association Property and Common Maintenance Areas and facilities thereon.
- 5.3 Basis and Maximum of Annual Assessments.
- 5.3.1 The initial payment of \$150.00, in addition to all assessments, shall be payable by the initial Owner other than the Developer, at the closing of the sale of each Lot. Commencing with the conveyance of the first Lot from the Developer to an Owner and until changed by the Board of Directors as herein provided, the annual assessment imposed upon each Member of the Association shall be at a rate determined by the initial Board of Directors of the Association. The annual assessment may be collected monthly or quarterly as the Association may determine and may be increased as hereinafter provided in Paragraph 5.4. Developer shall pay no annual or special assessment while Developer is a Class B Member.
- 5.3.2 The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year in an amount below the maximum annual assessment set forth in Paragraph 5.3.1, as the same may be increased pursuant to Paragraph 5.4, provided that it shall be an affirmative obligation of the Association and its Board of Directors to fix such assessments at an amount sufficient to maintain and operate the Association Property and facilities and to provide reserves for the operating, repair and replacement of the Association Property and facilities.
- 5.4 Change in Maximum of Annual Assessments. The Board of Directors of the Association may, without a vote of the Members of the Association, prospectively increase the

maximum of the annual assessments (fixed by Paragraph 5.3.1) to an amount which is the greater of (i) twenty-five per cent (25%) above the annual assessments for the previous year, or (ii) the annual assessments stated in Paragraph 5.3.1. The Association may prospectively increase the maximum of the assessments above the amount permitted pursuant to the preceding sentence, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

5.5 Determination of Annual Assessments.

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

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

5.5.3 Reserves. The Board of Directors shall build up and maintain an adequate reserve for working capital and contingencies, and an adequate reserve for replacement of all facilities on the Association Property and Common Maintenance Areas which shall be collected as part of the annual assessment as hereinbefore provided. All funds accumulated for reserves shall be kept in a separate bank account, segregated from the general operating funds, and, if the Board of Directors deems it advisable, funds accumulated for each type of reserve shall be kept in a separate bank account, identified by reference to

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the specific category of reserve. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first to such reserves. Except where an emergency required an expenditure to prevent or minimize loss from damage to, or deterioration of, the Association Property and Common Maintenance Areas, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Member's Association. If the reserves are inadequate for any reason, including non-payment of any Owner's assessment, the Board of Directors may at any time levy a further assessment in accordance with the provisions hereof, and which may be payable in a lump sum or in installments as the Board of Directors may determine. In the event there is a balance of reserves at the end of any fiscal year and the Board of Directors determines the Association may lose its tax exempt status due to such balance, the balance shall be returned on an equal basis to all Members who are current in the payment of all assessments due to the Association.

5.5.4 Effect of Failure to Prepare or Adopt Budget.

The failure or delay of the Board of Directors to prepare or adopt the annual budget of adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of a Member's obligation to pay his assessment as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Member shall continue to pay the assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

5.5.5 Accounts. Except as otherwise provided, all sums

collected by the Board of Directors with respect to assessments against the Members may be commingled into a single fund but shall be held for each Member in accordance with his votes in the Association.

5.6 Special Assessments for Capital Improvements and Operating Reserves.

In addition to the annual assessments authorized by Paragraph 5.3, the Association may levy in any assessment year a special assessment (which must be fixed at one uniform rate for each Lot) applicable to that year only, for the purpose of defraying in whole or in part, the cost of any reconstruction, repair or replacement of a capital improvement upon the Association Property and Common Maintenance Areas, including the

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necessary fixtures and personal property related thereto, and for operating the Association Property and Common Maintenance Areas, for which a reserve fund does not exist or is not adequate, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. Developer shall not pay any assessments, annual, special or capital, while Developer is a Class B member of Association.

- 5.7 Date of Commencement of Annual Assessments; Due Dates. The annual assessments as to any Lot shall commence on the conveyance of such Lot from the Developer to an Owner and shall be due and payable thereafter on the first day of each calendar month thereafter. The due date of any special assessment under Paragraph 5.6 hereof shall be fixed in the resolution authorizing such assessment. Developer shall not pay any assessments, annual, special or capital, while Developer is a Class B member of Association.
- 5.8 Duties of the Board of Directors. In the event of any change in the annual assessment as set forth herein, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be open to inspection by any Member. Written notice of the assessment shall thereupon be sent to every Member subject thereto. The Association shall, upon demand at any time, furnish to any Member liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid, or the amount of any unpaid assessment. A reasonable charge may be made by the Association for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- 5.9 Non-Payment of Assessments; Remedies of Association. Any assessment, or portion thereof, not paid when due shall be delinquent. If the same is not paid within five (5) days after the due date, then a late charge, not in excess of the greater of Twenty-five Dollars (\$25.00) or ten percent (10%) of the amount of each assessment or installment thereof not paid when due, shall also be due and payable to the Association. If any assessment or portion thereof is delinquent for a period of more than five (5) days, then if not paid within ten (10) days after written notice is given to the Member to make such payment, the entire unpaid balance of the assessment for that year may be accelerated at the option of the Board of Directors and be declared due and payable in full, and foreclosure proceedings may be instituted to enforce such lien. Such

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notice shall be sent by regular first class mail, to the Member both at the address of the Lot or at any other address or addresses the Member may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. In addition, the Association may cause to be recorded among the land records of Roanoke County, Virginia, a memorandum of lien against the Lot and Owner thereof for all charges specified herein. Any assessment or portion thereof, together with authorized late charges, not paid when due can, at the option of the Board of Directors, bear interest from the date of delinquency until paid at twelve percent (12%) per annum, or the maximum rate allowed by law, whichever is greater. The Board of Directors may suspend the voting rights of the Member or the rights of the Member and his Occupants to use the recreational facilities, if any, of the Property during the period in which any assessment or portion thereof remains unpaid and after at least ten (10) days written notice is given to the Member as aforesaid, and the Association may bring an action at law against the Member personally obligated to pay the same or foreclose its lien against such Member's Lot, in which events late charges, interest and costs of collection shall be included in such lien, with such costs of collection to include court costs, the expenses of sale, any expenses required for the protection and preservation of the Lot, and reasonable attorney's fees in the amount of 25% of the total claimed. All payments on account shall be applied first to the aforesaid costs of collection, then to late charges, then to interest, and then to the assessment lien first due. All late charges and interest collected shall be credited to the Common Expense fund. Each Member vests in the Board of Directors the right and power to bring all actions against him personally for the collection of such assessments as a debt and to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all Members. The Board of Directors acting on behalf of the Association, shall have the power to bid in the Lot at any foreclosure sale and to acquire, hold, lease, encumber and convey the same. No Member may waive or otherwise escape liability for the assessment provided for herein by non-use of the Lot, Common Maintenance Areas or Association Property. The lien for assessments shall lapse and be of no further effect as to assessments or installments thereof, together with late charges and interest applicable thereto, first becoming due and payable more than three (3) years prior to the date upon which the notice contemplated in this Paragraph is given or more than three (3) years prior to the institution of suit therefor if suit is not instituted within ninety (90) days after the giving of such notice.

- 5.10 Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot by foreclosure of any first mortgage on the Lot, or any proceeding in lieu thereof, shall extinguish the lien of such assessments (but not the personal obligation to pay) as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
- 5.11 No Alienation of Lots. No Member shall be permitted to convey, mortgage, hypothecate, sell, lease, give, or devise his lot unless and until he (or his personal representative) shall have paid in full to the Association all unpaid assessments against his Lot, except as otherwise specifically provided herein. The Association shall promptly furnish to any Member (or his devisee or personal representative) requesting the same in writing pursuant to this Section, a recordable statement certifying whether or not such Member is then obligated for any outstanding assessments previously levied against such Lot and the amount, if any, then outstanding. In the event that the Lot is subject to outstanding expenses previously levied against such Lot, the statement shall certify any waiver of, or failure or refusal to exercise, the right of the Association to prevent the disposition of such Lot, in all cases where the Association allows such disposition. Failure or refusal to furnish promptly such a statement in such circumstances shall make the above-mentioned prohibition inapplicable to any such disposition of the Lot. Any such statement shall be binding on the Association and every Member.
- 5.12 Exempt Property. The following property which is subject to this Declaration shall be exempted from the assessments, charges and liens created herein:
- 5.12.1 All Association Properties; and
- 5.12.2 All Lots and tracts of real estate within the Property owned by the Developer, while Developer is a Class B member of this Association.

ARTICLE 6

PROTECTIVE COVENANTS

- 6.1 Utility Easements. Each Lot Owner shall have an easement in common with the Owners of all other Lots to use all

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

- 6.2 Easement of Access - Association Property. Developer, every member, and personnel of the Association shall have an easement of access over and across any Association Property and such easement shall be appurtenant to and pass with the title to every Lot. Any Member may delegate his right of access to the Association Property to the members of his family, tenants, or contract purchasers (and members of the family of any tenant or contract purchasers) who reside on the Property, or to such other persons as may be permitted by the Association.
- 6.3 Water Easement. Developer reserves the right to use water on any individual lot for the purpose of watering in order to establish a lawn. This is regardless of whether or not the title to said lot has already been conveyed and use of said water shall be without cost or obligation. Developer agrees that water from any individual lot will be used and intended primarily for that lot but it is acknowledged that in areas adjoining property lines that some of the water may also water portions of adjoining lots and this is acceptable so long as the primary intent is to provide water to the lot from which the water is taken. Once the lawn is established on the homeowner's lot, lot owner shall be responsible for continuing to provide water in sufficient quantities to maintain the lawn. In the event that a lot owner does not provide the necessary water in order to establish or maintain a lawn the Developer and/or the Homeowners Association may enter the property and make use of the water on that lot for purposes of repairing or reestablishing the lawn and any cost associated with doing so shall be born solely by the homeowner and may be collected the Homeowners Association as a repair assessment.
- 6.4 Easement of Access - Common Maintenance Areas. Developer, personnel of the Association, the managing agent and its employees and contractors, shall have an easement of access over and across all Common Maintenance Areas. This easement, in addition for the purpose of access, shall also be for ingress and egress and for performing any and all tasks, obligations, and duties of the developer, Association, and managing agent, including, but not limited to, maintenance, repairs, rebuilding, relocation of utility lines, grounds care, and replacement of components.
- 6.5 Residence Maintenance/Repair/Replacement Easement. There is hereby reserved a 5-foot wide easement for each Lot

Owner over the adjoining lot, which easement shall be parallel to the "zero lot line" for each lot, as more particularly shown on the recorded plat of "Penn Forest Place" (Plat book 17, page 77). This easement is intended to include such additional area of the adjoining lot as required for maintenance, repair or replacement of the residence, walks, patios, decks or other improvements located on the lot. Any such maintenance, repair or replacement must be with materials of quality and design, comparable to the original construction, so as to appear identical to the original construction. This easement shall also run in favor of the Developer so long as it covers any lot and shall be appurtenant to each lot. "Adjoining Lot" as used in this paragraph shall mean the lot immediately adjacent to the zero lot line."

- 6.6 Encroachment. To the extent that an improvement located on any lot encroaches on any other lot or Association Property, either by reason of deviation from the subdivision plat of the Property or by reason of settling or shifting of any land or improvement, an easement for such encroachment shall exist. This easement shall include any retaining walls installed by the Developer which cross division lines between lots. Each lot and the Association Property shall be subject to an easement for encroachments created by construction and overhangs as designed or constructed by the Developer. A valid easement for said encroachments, and for the maintenance of same so long as they stand, shall and does exist. In the event that any building is partially or totally destroyed and then rebuilt, the owners of the lot so affected agree that encroachments on parts of the adjoining lots or Association Property due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. This easement shall not apply to cases of willful and intentional misconduct for the parties responsible for said encroachment. A perpetual easement is hereby created on all lots upon which common driveways and common parking areas are located, for the benefit of lot owners and occupants using said driveways and parking areas.
- 6.7 Facilitate Sales. All lots shall be subject to an easement in favor of Developer or any affiliate thereof to use any portion of the Property for Management offices or sales offices or sale promotions until such time as Developer or any affiliate thereof conveys title to all property as defined herein. Developer reserves the right to relocate the same from time to time within the Property. Developer reserves the right to maintain on the Property, such advertising signs and banners which may be placed in any location on the Property and be relocated or removed, all at the sole discretion of Developer. This easement to facilitate sales shall continue in full force and effect until Developer is no longer a Class B member

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and shall include such areas even after title has passed to an Owner.

The Developer, or any affiliate, including Boone & Company Realtors, may use the property for general real estate advertising purposes, including the taking and use of photographs in advertisements of any residences located in Penn Forest Place with the express limitation that neither the names of the owners nor the address of the residence will be given in the advertisement. This reservation of rights will be used without notice to or permission of any residence owner and shall be binding on all future owners of residences in Penn Forest Place. No residence owner shall be entitled to any compensation for the use of any such photographs or advertisements.

- 6.8 Multi-Lot Dwellings. Developer reserves the exclusive right to build a single dwelling on two adjacent lots without the permission of any Lot Owner or mortgagee. In this event, such two lots, whether they remain as two lots or are reduced to one lot by vacation of the common lot line, shall in all respects be treated as a single lot for all purposes considered herein, including but not limited to the liability of assessments, and voting power in the Association.

ARTICLE 7

INSURANCE

7.1 Authority to Purchase.

7.1.1 All insurance policies relating to the Association Property shall be purchased by the Board of Directors. Neither the Board of Directors nor the Managing Agent nor the Developer shall be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from an insurance company having the qualifications set forth in Paragraph 7.4 or if, in the opinion of the Board of Directors, such coverage is prohibitively expensive.

7.1.2 Each such policy shall provide that:

7.1.2.1 The insurer waives any right to claim by way of subrogation against the Developer, the Association, the Board of Directors, the Managing Agent or the Members, and their respective agents, employees,

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guests and, in the case of the Members, the members of their households;

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

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

7.1.3 The Developer, so long as it shall own any Lot, shall be protected by all such policies as a Member.

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

7.2 Fire and Extended Coverage.

7.2.1 All Lot Owners shall be responsible for securing policies for fire and extended coverage, vandalism, malicious mischief, windstorm, debris removal, and water damage endorsements, for the structure on each individual Lot, in an amount equal to 100% of the then current replacement cost of the Property (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation (such amount to be redetermined annually by the Board of Directors with the assistance of the insurance company affording such coverage). All such policies shall be approved by the Board of Directors of this Association and the Board of Directors shall be a named party as their interests may appear.

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7.2.2 Copies of all policies and any renewals shall be filed with the Board of Directors of this Association.

7.3 Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general liability insurance in an amount of \$1,000,000.00 (including libel, slander, false arrest and invasion of privacy coverage for Officers) and property damage insurance in such limits as the Board of Directors may from time to time determine, insuring each member of the Board of Directors, the Officers, the Managing Agent, the County of Roanoke, each Member and the Developer against any liability to the public or to the Members (and their invitees, agents and employees) arising out of, or incident to, the ownership and/or use of the Association Property and Common Maintenance Areas including any storm water detention areas. Additionally, such liability insurance shall insure each member of the Board of Directors, the Officers and the Managing Agent and The County of Roanoke against any liability to the public or to Members (their invitees, agents and employees) arising out of, or incident to the ownership and/or use of any Association Property or Common Maintenance Areas including storm water detention areas. Such insurance shall be issued on a comprehensive liability basis and shall contain: (a) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (b) hired and non-owned vehicle coverage; (c) host liquor liability coverage with respect to events sponsored by the Association; (d) deletion of the normal products exclusion with respect to events sponsored by the Association; and (e) a "severability of interests" endorsement which shall preclude the insurer from denying liability to a Member because of negligent acts of the Association or of another Member. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than One Million Dollars covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits may also be obtained.

7.4 Other Insurance. The Board of Directors shall obtain and maintain:

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

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

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7.5 Insurance Trustee.

7.5.1 All physical damage insurance policies purchased by the Board of Directors shall be for the benefit of the Association, the Members, their Mortgagees and the Developer, as their interests may appear, and shall provide that, with respect to any single loss, if the proceeds thereof exceed Twenty-Five Thousand Dollars then all such proceeds shall be paid in trust to such lending institution in the general vicinity of where the Property is located with trust powers as may be designated by the Board of Directors (which Trustee is herein referred to as the Insurance Trustee). If such proceeds do not exceed Twenty-Five Thousand Dollars then all such proceeds shall be paid to the Board of Directors to be applied pursuant to the terms of Article 7.

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

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

ARTICLE 8

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

In the event of damage to, or destruction of, all or any of the improvements on any Lot or the Association Property or Common Maintenance Areas as a result of fire or other casualty, the Board of Directors of the Association and/or Lot Owners shall cause and

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supervise the prompt repair and restoration of such improvements including landscaping in accordance with the plans and specifications under which the improvements were originally constructed. The Board of Directors and/or Lot Owners shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances and shall obtain funds for such reconstruction from the insurance proceeds and any special assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements.

ARTICLE 9

MORTGAGES

- 9.1 Notice to Board of Directors. A Member who mortgages his Lot shall notify the Association of the name and address of his mortgagee.
- 9.2 Notice of Unpaid Assessments for Common Expenses. The Association, whenever so requested in writing by a mortgagee of a Lot, shall promptly report any then unpaid assessments for Common Expenses due from, or any other default by, the Member of the mortgaged Lot.
- 9.3 Notice of Default. The Association, when giving notice to a Member of a default in paying an assessment for common expenses or any other default, shall send a copy of such notice to each holder of a Mortgage covering such Member's Lot whose name and address has theretofore been furnished to the Association. Further the Association shall send such mortgagees written notice of any default by such member which has not been cured within thirty (30) days after the delivery to such Owner of the first notice relating to such default.

ARTICLE 10

COMPLIANCE AND DEFAULT

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

- 10.1 Legal Proceeding. Failure to comply with any of the terms of the Declaration, and the rules and regulations shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages,

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injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for herein including reasonable attorneys fees, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, its agent, or if appropriate, by an aggrieved Member. The Association and/or any Member shall be responsible for Developer's costs and reasonable attorneys fees in the event an unsuccessful action is brought against Developer for any reason whatsoever.

In the event any party files a suit against the Developer and/or a Contractor employed by the Developer, pursuant to any terms and conditions of this Agreement, or pursuant to the construction of a residence on any Lot, the party filing such legal action shall be responsible for all court costs and attorney's fees incurred by Developer and/or Contractor employed by Developer, if such legal action is dismissed or decided in favor of Developer or if said legal action is decided in favor of said lot owner but the decision is consistent with a previous settlement offer made by the Developer and/or Contractor employed by Developer.

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

10.3 Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by a Member, the Association shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the court. The Association and/or any Member shall be responsible for Developer's reasonable attorney's fees and costs in the event either or both institute a legal action against Developer, and Developer prevails in such action.

In the event any owner or purchaser of a Lot files a suit against the Association, pursuant to any terms and conditions of this Agreement, the party filing such legal action shall be responsible for all court costs and attorney's fees incurred by the Association, if such legal action is dismissed or decided in favor of Association.

In the event any owner or purchaser of a Lot files a suit against the Association, pursuant to any terms and

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conditions of this Agreement, the lot owner filing such legal action shall also be responsible for all court costs and attorney's fees incurred by the Association, if said legal action is decided in favor of said lot owner but the decision is consistent with a previous settlement offer made by the Association.

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

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

ARTICLE 11

RULES REGULATIONS AND RESTRICTIONS

The Property, including all improvements comprising a part thereof, shall be subject to the rules and regulations set forth as follows:

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

11.2 No improper, offensive or unlawful use shall be made of any Lot or any part thereof. No owner shall permit or

suffer anything to be done or kept in or on his Lot, which will (a) increase the rate of or cause the cancellation of insurance on the Lot, (b) obstruct or interfere with the rights of other occupants of the Property, (c) be a nuisance to those occupants, or (d) interfere with the peaceful possession or proper use of any portion of the Property.

- 11.3 To preserve the architectural appearance of the Lots, no construction, painting or other changes of any nature whatsoever shall be commenced or maintained by any owner other than Developer with respect to the exterior of any structure or any other portion of the Lot whether appurtenant thereto or not. An owner may make improvements and alterations within his structure; provided, however, that no owner shall make any structural alterations or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety, soundness or structural integrity of that structure or any other structure; nor shall any owner impair any easement without first obtaining the written consent of the Association and that of the owner or owners and their mortgagees for whose benefit such easement exists. No alteration of original landscaping (which term shall be defined in its broadest sense as including grass, fences, hedges, vines, trees and the like), or change in the exterior of any Lot or Common Maintenance Area, including color, except as made by the Developer, even after a Lot is sold, will be permitted. In the event an Owner violates this Section, the Board of Directors and/or Developer shall have the right without notice to remove any alteration and restore the original alteration or landscaping at the Owner's expense. Said expenses shall be a lien, as is herein defined, on Owner's Lot.

No healthy trees, other than those cut by Developer, may be cut unless terminally diseased or extensively storm damaged. This is intended to include, but not be limited to, those trees located along the boundary line with the Smith property.

- 11.4 Any lot owner who rents his lot to a lessee(s) shall deliver to the Association a written statement designating the name or names of those persons entitled to use the lot, together with a written covenant from that party or those parties in favor of the Association stating that there will be full compliance with all the terms and provisions of this Declaration, the Articles and Bylaws and all rules and regulations adopted thereunder. In the event that such covenants are violated, the aforesaid owner shall cause such party or parties to vacate the lot and in the event such party or parties do not vacate the lot, the Association shall take whatever measures are necessary to have the party or parties removed from the

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lot and shall assess the owner for any costs or attorney's fees caused by such measures. No lease term on any lot shall be for a period less than six (6) months.

- 11.5 The design, type, location, size, intensity (wattage) and color of all exterior lights shall be maintained as installed by Developer unless Developer approves any alteration.
- 11.6 No animal, other than common household pets shall be kept or maintained in any Lot or thereabout, and no more than two (2) common household pets shall be kept or maintained in any structure. Common household pets shall not be kept, bred, or maintained for commercial purposes.
- 11.7 Except as the Board of Directors may otherwise provide, no pick-up trucks, vans, trucks, commercial vehicles, recreation vehicles, abandoned or disabled vehicles, motorhomes, motorcycles, campers, boats or boat trailers may be parked upon any Association Property or Lot. However, any non-conforming vehicles may be kept in an enclosed garage. No car covers shall be allowed and no unlicensed vehicles or vehicles with expired inspection stickers shall be allowed. No repair work to any type of motor vehicle shall be conducted on Association Property or any Lot other than very minor repairs. Notwithstanding the foregoing, a moped or a motorized bicycle may be kept in a structure, provided that same is not visible to the public. All garage doors must be kept closed.
- 11.8 No awnings, shades, or other item shall be attached to, hung or used on the exterior of any window or door of a structure or on the exterior of any building. No screen or storm door shall be permitted on any windows or doors other than those installed by Developer. No foil, window tinting or other sunshielding materials or devices shall be permitted upon any glass surfaces. Outside clothes lines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained on any portion of any Lot, nor shall any plants, decorative items, pottery, furniture, clothing, rugs, or any other item be hung or placed on any portion of any Lot, or inside any structure where such items can be seen from any portion of any Lot. All glass surfaces, windows and doors, shall be cleaned and maintained in a clean state inside and outside by the Owner. Nothing herein contained shall prohibit lawn furniture on rear patios, or decks. In the event any storm door is approved by Developer as an extra for any Lot, such storm door shall be maintained in a proper state of repair by and at the sole expense of such Lot owner. If such storm door is not properly maintained, the Association may maintain such door and charge the repair thereof to the Owner.

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- 11.9 No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of any Lot, except in containers specifically designed for such purpose by Developer and such containers shall be kept out of view at all times, except on garbage collection days when they may be set out for collection. The Board of Directors reserves the right to approve the refuse containers used by Lot Owners and occupants, and such containers shall be purchased at Lot Owners' expense. On Lots with enclosed garages, trash, garbage and their containers shall be kept in said garage.
- 11.10 Unless installed by Developer, no owner shall install any electrical or telephone wire, television antenna, satellite, air conditioning unit, or other machine anywhere on any structure or any Lot in such a fashion that it is visible anywhere outside such structure.
- 11.11 Notwithstanding any provisions contained in this Declaration to the contrary, during the period of the sale of the lots, it shall be expressly permissible for Developer, its contractors, agents, employees, assigns and representatives to maintain and carry on at the Development such facilities and activities as in the sole opinion of Developer may be reasonably required, convenient or incidental to the completion and sale of the Lots, including without limitation business offices, signs, model units and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use the Lots owned by Developer as models and as offices for the sale of the Lots and related activities.
- 11.12 A Lot Owner shall not display on the outside of any structure or Lot an advertisement, poster, a For Sale or For Rent sign, or any other type of sign. If the Lot is for sale or rent, an Owner can only display a sign that reads "Open" or "Open House," and the area of the face of such sign may not exceed six square feet, and such sign can only be displayed while the Owner of the Unit or the Owner's agent is present, but not more frequently than once in seven days and not more than six hours continuously but in any event, not while Developer owns any Lots. The owner or owner's agent can display in one window a "For Sale" or "For Rent" sign but said sign must be of the standard size and design approved by the Association. Notwithstanding the foregoing, the Developer shall be entitled to place such signs and banners of such size and design as the Developer determines, including directional signs, upon any structure or any Lot, even after title to such Lot has been conveyed by the Developer.

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- 11.13 The Board of Directors shall, at the request of the mortgagee of any Lot, report any delinquent assessments and fines due from the owner of such Lot.
- 11.14 Employees of the Association shall not be sent off any Lot by any owner at any time for any purpose. No owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association.
- 11.15 Regulations and fines promulgated by the Board of Directors or any committee established by the Board concerning the use of the Property shall be observed by the members and their family, invitees, guests and tenants; provided, however that copies of such regulations are furnished to each member prior to the time the said regulations become effective.
- 11.16 No flammable, combustible or explosive fluid or chemical substance shall be kept in any structure except such as are required for normal household use, and except for a portable gas barbecue grill. No owner shall permit or suffer anything to be done or kept in its dwelling which will increase the rate of insurance as to other Lot owners or as to their Lots or to the Association as to the Common Areas.
- 11.17 No person shall be permitted to use the Common Areas or the recreational facilities, if any, located thereon except in accordance with the rules and regulations established by the Association's Board of Directors.
- 11.18 No owner shall make or permit any disturbing noises or do or permit anything to be done on any Lot which will interfere with the rights, comforts or conveniences of other owners.
- 11.19 No solar panels shall be erected on any structure.
- 11.20 No Lot and improvements thereon shall be used for any purpose other than residential purposes, except for sales, models and offices by the Developer and as provided in this Declaration. No structure shall be permitted on any Lot which replaces the original structure and improvements constructed by the Developer unless such structure and improvement is the same as the original structure destroyed or removed.
- 11.21 No auxiliary building or structure or the like or swimming pool which is detached from a structure and not originally

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constructed by the Developer as part of the original improvements to the Lot shall be permitted on a Lot.

- 11.22 The Managing Agent of the Association shall have the right to remove any items which are in violation of these restrictions. Any expense incurred by such removal, including costs and reasonable attorney's fees, shall be the expense of such Lot Owner.
- 11.23 The personal property of all owners shall be stored within their structures.
- 11.24 There shall be no more than one unrelated adult person in residence per bedroom in any Lot.
- 11.25 The Association, Developer or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions and covenants imposed hereby. Failure by the Association, Developer, or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, and the invalidation of one or more of the restrictions, conditions, covenants, or reservations herein shall not affect the right to enforce the remaining restrictions. The Association and/or any Lot Owner shall be responsible for Developer's reasonable attorney's fee in the event either or both institute a legal action against the Developer, and Developer prevails in such action.

In the event a purchaser of a Lot files a suit against Developer and/or a Contractor secured by Developer, pursuant to any terms and conditions of this Agreement, or pursuant to the construction of a residence on such Lot, the party filing such legal action shall be responsible for all court costs and all attorney's fees incurred by Developer and/or a Contractor secured by Developer, if such legal action is unsuccessful. As used in this paragraph, "unsuccessful" shall be defined as a dispute being resolved in a court action in a manner unfavorable to Developer and/or a Contractor Secured by Developer and contrary to any previous offer of settlement by Developer and/or a Contractor secured by Developer.

ARTICLE 12

MISCELLANEOUS PROVISIONS

- 12.1 Duration and Amendment. The provisions of this Declaration run with and bind all the Property including the Lots therein, and shall inure to the benefit of and be enforceable by the Association, Developer, or the Member

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of any Lot subject to this Declaration, their respective legal representative, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time the Restriction shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by Members holding more than three-fourths (3/4) of the votes of the membership has been recorded, agreeing to terminate or change said Restrictions in whole or in part; provided, however, that no such agreement to terminate or change shall be effective unless written notice of the proposed agreement is sent to every Member at least ninety (90) days in advance of any action taken. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by Owners holding not less than ninety percent (90%) of the votes of the membership at any time until the end of the initial fifty (50) year term and thereafter by an instrument signed by the Members holding more than three-fourths (3/4) of the votes of the membership. Any amendment must be properly recorded to be effective. No amendment shall change architectural, engineering, landscaping (which term shall be defined in its broadest sense as including grass, fences, hedges, vines, trees and the like) or decorative design of the Community as finally constructed by Developer.

Developer shall retain the exclusive right to amend, modify, revoke, alter, expand and update the contents of this Declaration, or amendments thereto, or to add any real estate to the scope of this Declaration, or amendments thereto, without the permission of any party. Any amendment or alteration to the Declaration shall take effect only after Developer, or any entity in which one or more of the principals is a principal of the Developer, has caused to be recorded an amended Declaration among the Roanoke County land records.

- 12.2 Consent of First Mortgagees. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the mortgagees of Lots. Such provisions are to be construed as covenants for the protection of the mortgagees on which they may rely in making loans secured by mortgages on Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of such mortgagee. If there is more than one mortgagee holding mortgages on the Lots, it shall be sufficient to obtain the written consent of the mortgagee or mortgagees holding first liens on seventy-five percent (75%) of the Lots encumbered by Mortgages. This paragraph shall not apply to or in any way be construed as a limitation upon those rights of the Developer under this Declaration which do not so adversely affect such mortgagees.

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- 12.3 Notices. Any notice required to be sent to any member under the provisions of this instrument shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or the records of the Association at the time of such mailing.
- 12.4 Assignability. Developer, its successors and assigns, shall at all times have the right to fully transfer and assign any or all of its rights and powers under this Declaration, subject only to Developer's obligations hereunder.
- 12.5 Power of Attorney. All Lot Owners hereby appoint Developer as attorney-in-fact for each Lot Owner to change and alter any Lot lines set forth on the Plat of the Property recorded in the Circuit Court for the County of Roanoke, Virginia, so long as Developer is a Class B member of the Association.
- 12.6 Non-Waiver. The failure of the Developer, or any Member, or their respective legal representatives, heirs, successors and assigns, to enforce any restriction contained in this Declaration shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto.
- 12.7 Construction and Interpretation. The Developer, to the extent specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Developer shall take into consideration the best interests of the Members to the end that the Property shall be preserved and maintained in a high quality manner.
- 12.8 Severability. All of the covenants, conditions, restrictions, and regulations contained in this Declaration are hereby declared to be severable and a finding by any court of competent jurisdiction that any of them or any clause or phrase thereof, is void, unlawful or unenforceable, shall not affect the validity or enforceability of any other covenants, conditions, restrictions, reservations, or clause or phrase thereof.
- 12.9 Future Roads. Except for Property and Lots owned by Developer, or any entity in which one or more of the principals is a principal of the Developer, no street or road connecting the Property to adjoining lands may be constructed on any Lot or portion of the Property unless

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such street or road is constructed by Developer, or any entity in which one or more of the principals is a principal of the Developer, or Developer gives its express written permission for such construction. Developer shall have the absolute right to place a road to develop adjoining land over any recorded Lot, so long as the Developer owns said Lot.

12.10 Lot Grades. The Developer shall have the absolute right to change the grades (including the addition of fill dirt) on any Lot after conveyance of said Lot, or a Lot under contract to a purchaser, to accommodate grading of any adjacent vacant lot owned by the Developer. This would allow the Developer to install driveways and/or turn-arounds and/or proper drainage on said adjacent Lot owned by Developer. It is the intention of this reservation that Developer shall have the right to alter grades on conveyed Lots to facilitate construction of homes by the Developer.

WITNESS the following signature:

BOONE, BOONE & LOEB, INC.,
a Virginia Corporation

By: [Signature]
TITLE: Vice President

STATE OF VIRGINIA)
)
COUNTY OF ROANOKE)

The foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me on April 10, 1995, by G. L. Boone, the Vice President of Boone, Boone & Loeb, Inc., a Virginia Corporation, on behalf of the corporation.

My commission expires: 5.31-96

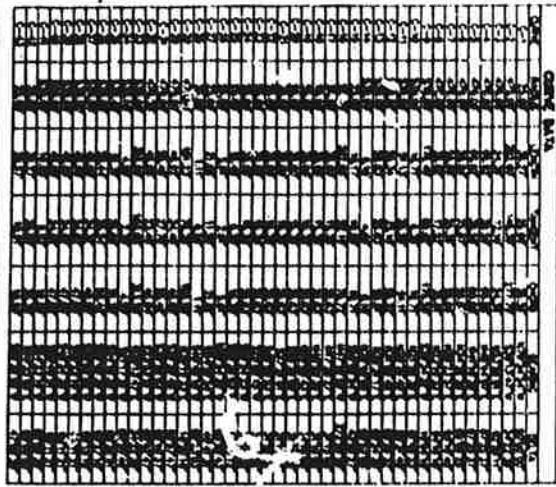
[Signature]
Notary Public

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EXHIBIT A

BEGINNING at a point designated (1) on "Revised Plat of Subdivision For Boone, Boone & Loeb, Inc., Creating Hereon "Penn Forest Place..." which plat is recorded in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in Plat Book 17, page 102, which point is further located on the southwesterly side of Merriman Road (VA. Sec. Rte. #613); thence with the same, S. 34° 34' 54" E. 332.43 feet to a point designated (2); thence leaving Merriman Road, S. 35° 48' 59" W. 269.32 feet to a point designated (3); thence S. 34° 12' 15" W. 599.78 feet to a point designated (4); thence N. 73° 39' 02" W. 13.00 feet to a point designated (5); thence N. 67° 74' 13" W. 328.23 feet to a point designated (6); thence N. 40° 16' 52" W. 91.72 feet to a point designated (7); thence N. 46° 12' 49" E. 526.50 feet to a point designated (8); thence N. 46° 09' 00" E. 560.65 feet to the PLACE OF BEGINNING, and containing 9.543 acres as shown on the aforesaid "Revised Plat of Subdivision For Boone, Boone & Loeb, Inc., Creating Hereon "Penn Forest Place..." dated January 4, 1995, revised February 4, 1995, by Lumsden Associates, P.C., Engineers-Surveyors-Planners, which plat is recorded in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in Plat Book 17, page 102.

SEE REDUCED PLAT ATTACHED HERETO



THE PARTIAL MAP OF THE COUNTY OF ... THE PARTIAL MAP OF THE COUNTY OF ... THE PARTIAL MAP OF THE COUNTY OF ...

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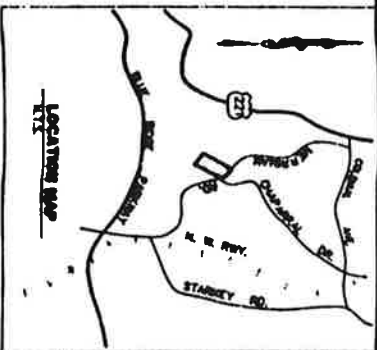
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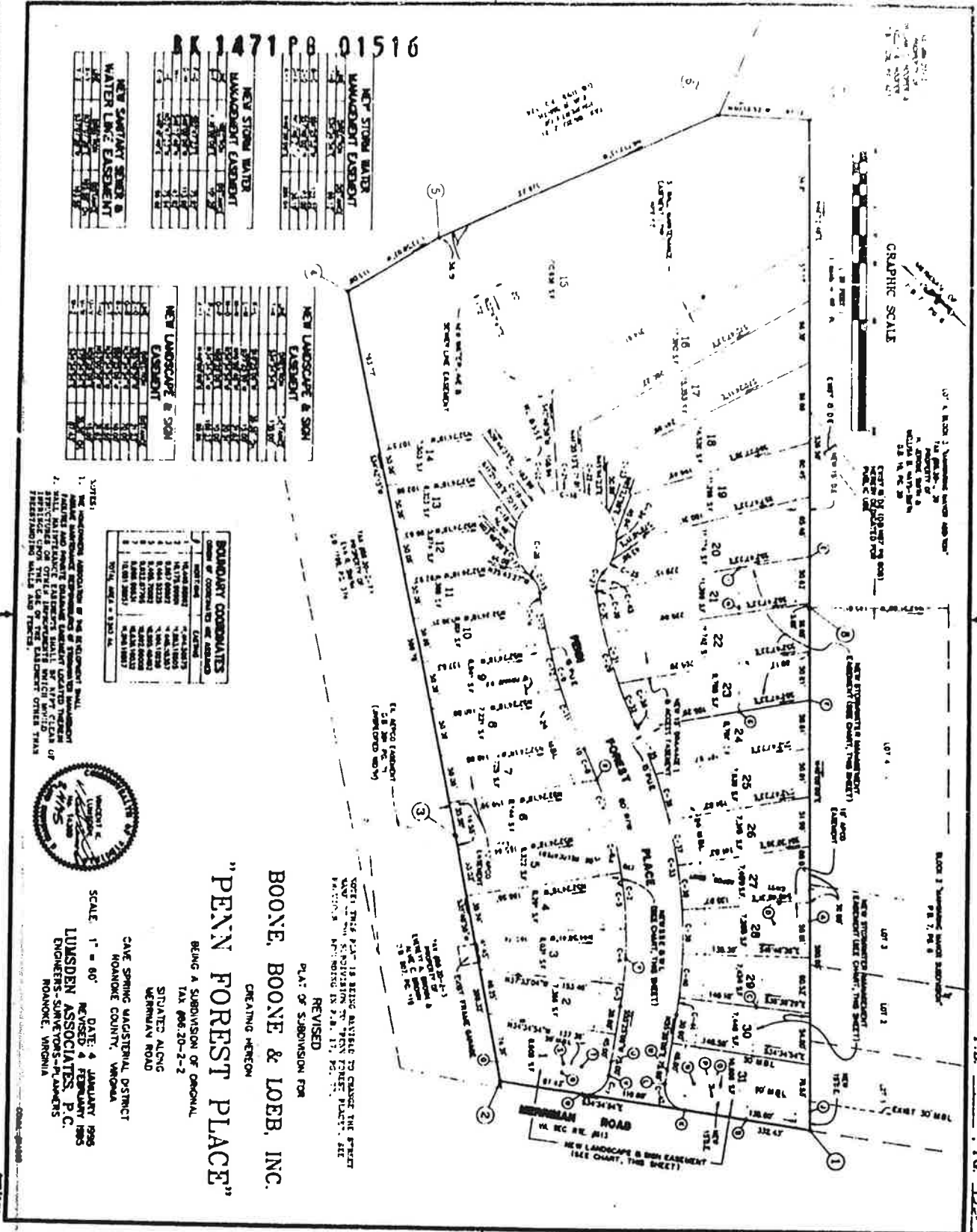


"PENN FOREST PLACE"
BOONE, BOONE & LOEB, INC.
 CREATING HOMES

PALE: 4 FINEST 1985
 LINDSAY ASSOCIATES, P.C.
 DONALD S. LINDSAY
 ROANOKE, VIRGINIA



CLERK'S MEMO: THIS DOCUMENT IS UNSUITABLE FOR MICROPHOTOGRAPHIC REPRODUCTION.



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18	1.00
19	1.00
20	1.00
21	1.00
22	1.00
23	1.00
24	1.00
25	1.00
26	1.00
27	1.00
28	1.00
29	1.00
30	1.00

NOTES:
 1. THE BOUNDARY COORDINATES OF THE EASEMENT SHALL BE THE BOUNDARY COORDINATES OF THE EASEMENT AS SHOWN ON THIS PLAN.
 2. THE BOUNDARY COORDINATES OF THE EASEMENT SHALL BE THE BOUNDARY COORDINATES OF THE EASEMENT AS SHOWN ON THIS PLAN.
 3. THE BOUNDARY COORDINATES OF THE EASEMENT SHALL BE THE BOUNDARY COORDINATES OF THE EASEMENT AS SHOWN ON THIS PLAN.



SCALE: 1" = 60'
 DATE: 4 JANUARY 1995
 REVISION: 1
 LUSHDEN ASSOCIATES, P.C.
 ENGINEERS-SURVEYORS-PLANNERS
 ROANOKE, VIRGINIA

"PENN FOREST PLACE"
 BEING A SUBDIVISION OF ORIGINAL
 BONE, BOONE & LOEB, INC.
 CREATING HEREON
 REVISED
 PLAN OF SUBDIVISION FOR

NOTE: THIS PLAN IS BEING REVISED TO CHANGE THE EASEMENT BOUNDARY COORDINATES TO THE BOUNDARY COORDINATES SHOWN ON THIS PLAN. THE BOUNDARY COORDINATES OF THE EASEMENT AS SHOWN ON THIS PLAN SHALL BE THE BOUNDARY COORDINATES OF THE EASEMENT AS SHOWN ON THIS PLAN.

CLERK'S MEMO: THIS DOCUMENT IS UNSUITABLE FOR MICROPHOTOGRAPHIC REPRODUCTION.

BK 1471 P8 01517

CONSIDERATION AMOUNT \$ _____

ST. TAX 58.1-801 (039)	\$ _____	IN THE CLERK'S OFFICE OF THE
LOCAL TAX (213)	\$ _____	CIRCUIT COURT OF ROANOKE
TRANSFER FEE (212)	\$ _____	COUNTY, VA THIS <u>11</u> DAY OF
CLERK'S FEE (301)	\$ <u>45.00</u>	<u>April</u> , 19 <u>95</u> , THIS
VSLF (145)	\$ <u>1.00</u>	INSTRUMENT WAS PRESENTED WITH
ST. TAX 58.1-802 (038)	\$ _____	THE CERTIFICATE OF
LOCAL 58.1-802 (220)	\$ _____	ACKNOWLEDGEMENT ANNEXED &
RECORDATION TOTAL	\$ <u>46.00</u>	ADMITTED TO RECORD AT <u>13:45</u>
MISC. COST _____	\$ _____	THE TAX IMPOSED UNDER SEC 58.1-
TOTAL	\$ _____	802 HAS BEEN PAID.

TESTE: Thomas A. McCharg CLERK

MAILED OR DELIVERED TO: _____
ADDRESS _____

