

DECLARATION OF RIGHTS, RESTRICTIONS AND COVENANTS
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
ROSEWOOD VILLAGE VILLAS AT WINTERGREEN

THIS DECLARATION made the 31st day of July, 2007, by ROSEWOOD VILLAGE AT WINTERGREEN, LLC, to-wit:

RECITAL:

The following restrictions and covenants shall be applied to those certain Lots being described as Lots 1 through 25 as shown on the subdivision plat of RoseWood Village at Wintergreen, Nelson County, Virginia (the "Plat"), prepared by Steven L. Key, CLS, dated June 14, 2006, revised June 21, 2006 and October 27, 2006, which plat is recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia in Plat Cabinet 4, Slides 89C, 89D and 89E. All purchasers and other Owners of Lots 1 through 25 at RoseWood Village Villas shall take title to such properties subject to the terms hereof. Parcel 1 and Parcel 2 ("Future Development") shown on the Plat are not subject to the provisions of this Declaration.

ARTICLE I - DEFINITIONS

"Association" as used herein shall mean and refer to The RoseWood Village Villas Owner's Association, an incorporated association, its successors and assigns.

"RoseWood Village at Wintergreen" as used herein is defined as that certain parcel or tract of land which is shown on the Plat, together with any additional properties which may be subjected to the terms of this Declaration according to the terms hereof.

"Common Area" includes the open spaces labeled A, B, C and D on the Plat which will be owned and maintained by the Association.

"Common Maintenance Elements" as the term is used herein, shall mean those elements and areas, which the Association shall be responsible to care for and maintain, including without limitation, lawns, shrubbery, sidewalks, driveways, exterior painting and roofing. No ownership interest is granted to the Association or to others by the use of the term "Common Maintenance Elements".

"Common Maintenance Expenses" as the term is used herein shall mean those expenses that are for the care and maintenance of the Common Areas and Common Maintenance Elements on an ongoing basis, that are set aside as reserves to pay for major foreseeable maintenance expenses relating to the Common Areas and Common Maintenance Elements in the future or that are used to pay for other necessary or reasonable expenses of the Association.

The "Declarant" as used herein, shall mean RoseWood Village at Wintergreen, L.L.C., its successors and assigns.

Sharyn Tahboub

DELIVERED TO:

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"Declaration" as used herein shall mean the rights, covenants, conditions, restrictions and easements contained herein applicable to Rosewood Village Villas at Wintergreen.

"Wintergreen General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable To All Properties In Wintergreen" established on the 26th day of September, 1974, and which is recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia in Deed Book 137, at page 568, as amended; and to the Amended and Restated Declaration of Covenants and Restrictions of the Wintergreen Property Owners' Association ("WPOA") dated February 1, 2000, and recorded in said Clerk's Office in Deed Book 464, page 793. RoseWood Village at Wintergreen was subjected to the General Covenants by Deed dated January 31, 2006, recorded in the aforesaid Clerk's Office as Instrument No. 06-0000514.

"Lot" shall mean one of the twenty-five (25) Lots identified as Lots 1 through 25 on the Plat.

"Owner" shall mean the record Owner of a Lot. All Owners of a Lot shall be jointly and severally liable for all debts and other obligations of that Lot that accrue hereunder.

"Program Activity Fee" as used herein shall mean the fees charged by the Declarant, its successors or assigns for providing certain activities or programs for the benefit of the residents at Rosewood Village Villas at Wintergreen.

"Villa" as used herein shall mean a Lot, which has a completed dwelling constructed on it. Completion of a dwelling unit shall be determined by the issuance of a certificate of occupancy from the appropriate governmental authority. The term "Villa" does not refer to anything located within the dwelling on the Lot. The words Villa and Lot may be used interchangeably herein unless the context indicates otherwise.

"Wintergreen" as defined in the Wintergreen General Covenants is specifically incorporated herein.

"Yard Maintenance Area" shall be defined as that area established by the Declarant or the Association as its responsibility for the maintenance of lawn, landscaping, and view corridors for the Lots and Villas in RoseWood Village at Wintergreen. Initially the Yard Maintenance Area shall consist of the walks and driveways, the front, rear and side yards of any Villa within the maintenance area set forth on the approved site plan for any residential construction, the Golf Course easement area and within 30 feet of the platted right of way serving all Lots.

ARTICLE II - RESTRICTIONS

Lots 1 through 25 shown on the Plat are subject to the following:

1. Construction of all improvements on the Lots, including replacements, additions, exterior colors and lighting, shall require the prior written approval of the Declarant, or its successors and assigns. Such approval shall be based solely upon the Declarant's subjective aesthetic and/or design requirements. Rosewood Village at Wintergreen is designed and will be constructed so that the designs, colors and materials in the Villas and planned condominiums and assisted living facility will be compatible and harmonious. After completion of the construction of all the villas, condominiums and assisted living facility, the Board of Directors of the Association shall be assigned the responsibility of ensuring that any exterior structure or color changes of the Villas will be harmonious with the existing structures. No change or alteration shall be made in the completed structure or landscape of any Villa (except for the replacement of existing materials or plants with similar materials or plants) from the requirements of the landscape plan, nor shall any change in the exterior lighting associated with any Villa be made except with the prior written approval of the Declarant, its successors or assigns. All approvals made by the Declarant (unless a deemed approval as described in paragraph 13 below), shall be in writing and shall be effective when placed in the mail or hand delivered to the individual requesting the approval. The Declarant shall have the right to condition any approval required upon the deposit of a reasonable surety of performance by the individual requesting such approval.

2. Residential Use.

(a) All Villas shall be used for residential purposes exclusively; provided, however nothing in this paragraph shall restrain the Declarant from using one or more Villas as model units or sales offices for the purpose of selling its real estate products. The right to maintain a Villa as a model unit or sales office may be assigned to the builder of Villas or Condominiums within RoseWood Village at Wintergreen. The use of a portion of a Villa as an office by the Owner or tenants thereof shall be considered a residential use if such use does not create more than incidental traffic to and from the Villa, does not change the residential appearance of the exterior of the Villa and does not create noise, odors or vibrations discernable outside the Villa.

(b) RoseWood Village Villas at Wintergreen is intended to be operated as "housing for older persons" under the Fair Housing Act, 42 U.S.C. §§3601, et. seq., as amended by the Housing for Older Persons Act of 1995, Pub. L. No. 104-76, and the Virginia Fair Housing Law, Virginia Code Annotated, §36-96.7, et. seq., as the same may be further amended from time to time (collectively, the "Fair Housing Acts"). RoseWood Village Villas at Wintergreen is intended to provide housing primarily for persons 55 years of age or older. RoseWood Village Villas at Wintergreen shall be operated as an age restricted community in compliance with all applicable state and federal laws. All permanent residents residing in Villas shall be fifty-five (55) years of age or older. No person under 19 years of age shall stay overnight for more than ninety (90) days in a consecutive twelve (12) month period. The Association shall establish policies and procedures from time to time as necessary to maintain its status as an age restricted community under state or federal law. The age restrictions may be enforced by the Declarant or the Association by an action including, without limitation, an injunction requiring specific performance hereunder.

(c) No enclosed structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any Lot other than one detached or semi-detached (duplex) single-family dwelling which may include an attached garage or carport.

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3. Garbage receptacles, fuel tanks, water tanks or similar storage receptacles, electric and gas meters, air-conditioning equipment, and other unsightly objects must be placed or stored in a screened area with appropriate wooden lattice, fence or vegetation in order to conceal them from view from the road and adjacent properties. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground. Clotheslines and drying yards shall not be placed on any Villa or Lot at any time.
4. Each Villa shall have at least two (2) spaces for the parking of automobiles off street prior to the occupancy of any building or structure constructed on said Lot.
5. No separate garage, shed, mobile home, motor home, trailer, tent, or other similar permanent or temporary out building or structure shall be placed or stored on any Lot at any time, either temporarily or permanently; provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during construction by the Declarant or as a sales office.
6. No television antenna, satellite dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any Villa or Lot except as specifically permitted under regulations promulgated by the Federal Communications Commission.
7. No Lot or Villa shall be subdivided, or its boundary lines changed, nor shall application for a subdivision or boundary change of a Lot be made to Nelson County, except with the written consent of the Declarant, its successors or assigns. However, the Declarant hereby expressly reserves to itself, its successors, or assigns, the right to replat any Lot or Lots owned by it and shown on the Subdivision Plat in order to create a modified building Lot or Lots; and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted Lots. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous Lots into one (1) larger Lot. Following the combining of two (2) or more Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of these covenants. No Lot shall be replatted after its sale by the Declarant without the consent of the Owner and Declarant.
8. No livestock, fowl or other animals may be kept or maintained on any Lot or in any Villa except domestic cats, dogs and pet birds (except parrots) which may be kept in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. No doghouses, pens or animal shelters of any kind shall be permitted on any Lot. No animal shall be allowed to run loose on any Lot or within RoseWood Village at Wintergreen.
9. No permanently mounted through the wall or window mounted air-conditioning units shall be permitted to be installed in or maintained in any Villa unless expressly approved in writing by the Declarant or its successors and assigns.

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10. No exterior loud speaker or other out of doors audio broadcasting system shall be erected, installed, maintained or operated on any Villa or Lot unless such action shall have been approved by the Declarant, its successors or assigns.
11. No structure, pool or other facility shall be constructed or maintained on any Lot or Villa so that it shall be heated or cooled by an alternative energy source (including, but not limited to, active or passive solar energy or by wind driven electrical generators), which shall involve the construction or erection of any separate structure or unusual exterior architectural feature or features without the prior written approval of the Declarant, its successors or assigns.
12. No private motorcycles, motorbikes, motor homes, ATV's (all terrain vehicles), boats, boat trailers, or commercial trucks shall be operated or stored (unless within an enclosed garage) on any Lot or Villa without the written consent of the Declarant, its successors or assigns.
13. In the event an approval shall be requested in a writing delivered to the Declarant or its designated representative for any item or action covered by these covenants, and the Declarant shall take no action on such request for a period of sixty (60) days following receipt of such request, such item or action shall be taken as approved by the Declarant.

ARTICLE III – PARTY WALLS

1. Except as otherwise provided in this Article, all matters arising in connection with any wall or portion thereof which would constitute a party wall between two Villas at common law ("party wall") shall, to the extent consistent with the provisions of this Article, be subject to the common law of Virginia as modified by statute from time to time. If the centerline of a party wall should now or hereafter fail to coincide with the boundary between the Villa it serves, an easement for any resulting encroachment is hereby granted.
2. Upkeep of each party wall is the equal responsibility of the Owners whose Villas it serves, and they shall share equally the cost of its upkeep. Notwithstanding the foregoing, each Owner is solely responsible for damage to a party wall caused by himself or his invitees, including (without limitation) all persons lawfully occupying his Villa and his or their invitees. Also, any maintenance each Owner shall decide is necessary to his side of the party wall is the responsibility of that Owner. Rights and duties of contribution under this Section and any such rights and duties arising under the laws of Virginia shall run with the land, binding and inuring to the benefit of the successors in interest of the person(s) from whom such duties are owed, and to whom such rights belong, without prejudice to any right of a successor in interest to recover from any of his predecessors in title any amount for which any of the latter was liable.
3. In the event of any unresolved dispute between Owners concerning a party wall, each Owner shall select one arbitrator. The arbitrators thus selected shall select one additional arbitrator, and the decision of a majority of the arbitrators shall bind the Owners and their successors in interest.

ARTICLE IV -- EASEMENTS

1. The roads of RoseWood Village at Wintergreen are private roads, which, after construction is completed in RoseWood Village at Wintergreen, will be deeded to and maintained either by the WPOA or the Association.
2. Every Owner shall have an easement of ingress and egress on, over and across the roads of RoseWood Village at Wintergreen subject to reasonable regulation by the Declarant and then the WPOA and/or the Association when the roads are deeded to it.
3. Every Owner, household members and guests shall have access to the Common Areas subject to reasonable regulation by the Association.
4. There is hereby reserved an easement for sidewalks for pedestrian access running across the street front of each Lot within six (6) feet of the edge of the road upon which the Lot fronts; there shall be an easement ten (10) feet in width from the edge of the road which can be used for maintenance, repair and replacement of the sidewalk.
5. Utility and drainage easements ten (10) feet in width are reserved by the Declarant located along the boundary lines of each Lot provided, however, if a specific location of an easement is shown on the recorded Subdivision Plat, such specific easement location shall be in addition to the utility and drainage easements provided hereby. The foregoing notwithstanding, no easement for utilities shall be permitted along the property line where the party wall of attached (duplex) Villas are located.

ARTICLE V- MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Every Owner of a Villa in RoseWood Village as shown by the records in the Clerk's Office of the Circuit Court of Nelson County, Virginia shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of such Villa.
2. The Owner(s) of each Villa in RoseWood Village shall have a single vote in the Association for each Villa owned except for the Declarant or its successors and assigns which will have three (3) votes for each Villa or Lot it owns until twenty (20) of the Villas have been transferred to Owners other than the Declarant or its successors; when the Declarant or its successor retains ownership of five (5) or less Lots or Villas, it shall have only one vote per Lot or Villa owned. Whenever a property is owned of record in the names of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, or if the Villa shall be owned by a corporation, limited liability company or a partnership, then such Owners shall file with the Secretary of the Association an instrument in writing signed by such Owners designating one Owner (one Officer, one Manager or one Partner in the case of a corporation, limited liability company or partnership respectively) to cast the vote attributable to such Villa. Individuals or entities which hold an interest in the Villa solely for the purpose of securing an obligation or debt shall not be considered Owners hereunder. The principle of this section shall apply, insofar as

possible, to the execution of proxies, waivers or consents for the purpose of ascertaining a quorum.

**ARTICLE VI – MEMBERSHIP IN THE WINTERGREEN
PROPERTY OWNERS'
ASSOCIATION**

Every Owner of a Lot is a member of the Wintergreen Property Owners' Association subject to the obligations of members and together with the appurtenant rights of members set forth in the Wintergreen General Covenants as amended.

ARTICLE VII - OBLIGATIONS OF MEMBERS

1. Every Owner shall contribute toward the expense of the maintenance of the Common Areas and the Common Maintenance Elements and payment of Common Maintenance Expenses, as provided by these covenants and the Bylaws of the Association. Each Villa shall be assessed by the Association once ownership of the Villa has been transferred by the Declarant; any Villa rented by the Declarant shall be assessed the first day of the month after it is occupied by the tenant. Assessments shall begin on the first day of the month following the transfer of ownership. The Association shall fix a monthly or quarterly assessment as determined from time to time by the Board of Directors for each Villa in an amount sufficient to provide for (i) the maintenance of the Common Areas, (ii) Common Maintenance Elements, (iii) other Common Maintenance Expenses; and (iv) and prorated shares of Clubhouse and Program Activity Fees (as provided in Article VIII), subject to adjustment from time to time, as the Association may deem necessary. Owners will be charged separately for services.

Such assessments shall be due and payable in advance on the first day of every month or calendar quarter as determined by the Board of Directors, shall be subject to a service fee of \$25.00 if not paid by the tenth (10th) day after it is due, and shall bear interest at the rate of 18% per annum from due date until paid if not paid together with the service fee by the thirtieth (30th) day after it is due, and such assessment, service charge and interest shall be a lien on the Villa, assessed prior in right to all other charges whatsoever except real estate taxes on such Villa and amounts and liabilities secured by any mortgage instruments or deeds of trust duly recorded prior to the perfection of the lien and securing institutional lenders. In the event any Owner is delinquent in the payment of any assessment for a period in excess of thirty (30) days, the Association is authorized to discontinue all services that the Association is furnishing to the Owner's Villa and residents thereof.

2. Every initial and successive Owner shall pay to the Association a one-time capital assessment of \$500.00 at settlement of the purchase of a Villa; said initial assessment shall be deposited in the Association's capital reserves.

3. (a) Every Owner must perform promptly all maintenance and repair work within his/her own Lot (excluding, however, the Common Maintenance Elements), which if omitted

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would affect the Common Maintenance Elements and/or any other Lot, and shall be expressly responsible for the damages and liabilities that his/her failure to do so may engender.

(b) Every Owner shall be responsible for the repairs of internal installations of the Villa which serve only such Villa, such as water, light, power, sewerage, telephone, sanitary installations, doors, windows, lamps and all other accessories belonging to the Villa.

(c) Owners shall be responsible for obtaining broad form homeowner's insurance covering casualty damage to such Villas and liability coverage for the Villa and Lot.

(d) An Owner shall reimburse the Association for any expenditures it incurs in repairing or replacing any Common Area, Common Maintenance Element or facility damaged through the negligence of the Owner, the Owner's family and the Owner's guests, or for failure to promptly perform all maintenance and repair work within his/her Villa.

4. The Owner shall be liable for, and the Association may perfect its lien against, any Villa or Lot for interest, costs and attorney's fees incurred for assessments not paid within ninety (90) days from the time such assessments became due.

ARTICLE VIII – ACTIVITIES PROGRAM

The Declarant plans to construct residential condominiums and an assisted living facility within RoseWood Village at Wintergreen. Within the condominium will be a "Clubhouse" for use by residents of the Villas, condominiums and assisted living facility for social, civic and recreational activities ("Program Activity") and limited dining services. It is planned that the Clubhouse will be a common element owned by the condominium association and leased by the operator of the assisted living facility to provide a space for programs and activities for all the residents of RoseWood Village at Wintergreen. When the condominium is constructed and the Clubhouse is operational, Villa Owners will pay a reasonable charge to be included in their assessments for the prorated share of the expenses for the Clubhouse and for Program Activity Fees. There will be separate charges for usage or participation in certain other optional programs, to which the Villa Owners will have access, subject to reasonable rules and regulations.

ARTICLE IX - FUNCTIONS OF THE ASSOCIATION

1. The Association shall be authorized to enter upon, maintain and care for those areas of Lots and those exterior portions of Villas as shall be defined as the Yard Maintenance and Common Maintenance Elements. This maintenance obligation shall include:

(a) Landscape maintenance including cutting and trimming the grass, fertilization, pest and weed control, raking and removing leaves, mulching shrubbery, limbing trees, removing brush to maintain view corridors in the Yard Maintenance Area and snow removal from walks and driveways;

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(b) Exterior maintenance of the Villa including, but not limited to painting and roof surface repair and replacement, driveway repair and replacement and other services reasonably required to maintain the value and appearance of Villas in RoseWood Village at Wintergreen;

(c) Such additional responsibilities relating to exterior maintenance, landscaping and related items a majority of the Owners approve at a duly called meeting of the Members of the Association; provided, however, that nothing set forth herein shall require the Association to replace or to undertake structural repairs located within the exterior surface of any of the Villas.

2. These maintenance obligations shall continue and may not be reduced by the Association until January 1, 2020, at which time the Association may elect to reduce its maintenance obligation upon an affirmative vote of a majority (not less than 13) of the Owners. This reduction may also include a reduction in the services for the Yard Maintenance Area provided such reduction shall be equitably applied to all Lots.

ARTICLE X - ADDITIONAL LIMITATIONS

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any of the Declarant, and the Owners of the Lots, for a period of thirty (30) years from the execution date of this Declaration, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years.

2. In the event of a violation or breach of any of the restrictions contained herein by any Owner, guest, family member, tenant or agent of such Owner, the Association or an individual Owner of a Lot or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant and/or the Association shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant and/or the Association shall have the right, whenever there shall have been built on any Lot a structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce. The Board of Directors shall have all rights provided under §55-513 B, of the Code of Virginia as amended from time to time relating to the violation of the declaration or any rules and regulations of the Association; provided however no rules and regulations may be adopted by the Association without the prior written consent of the Declarant for so long as the Declarant shall own any Lot or Villa in RoseWood Village at Wintergreen.

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3. For a period of ten years after the date of the recordation of this Declaration, the Declarant shall have the right without the assent of the Members of the Association, from time to time, subject additional properties to these RoseWood Village Villas Covenants and to annex such properties and the Owners of such properties into the Association. Upon such annexation, all of the new Lots and their Owners shall have the same rights and obligations as the original Lot Owners subject hereto. The Declarant may annex additional properties to the subdivision by recording a declaration in the Clerk's Office of the Circuit Court of Nelson County, Virginia subjecting such additional properties to these RoseWood Village Villa Covenants.

4. After the sale of the first Lot by the Declarant, the procedure for amendments shall be as follows: All proposed amendments shall be submitted to the Members of the Association for their approval. Any such proposed amendment shall be deemed effective if the amendment is approved by two-thirds of the votes of the Members present in person or by proxy at a duly called meeting of the Association at which a quorum is present. Such amendment shall become effective when a document signed by the President reciting the terms of such amendment is recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia along with a certification by the President of the Association to the effect that the required number of Owners has approved the amendment.

5. The Declarant reserves the right to assign in whole or in part to a subsequent developer of RoseWood Village at Wintergreen or to the Association or to the Wintergreen Property Owners Association, Inc. its rights reserved in these covenants which include, but are not limited to, its right to grant approvals (or disapprovals), to establish rules and regulations, and all other rights reserved herein by the Declarant, including, but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such rights, the Assignee shall assume all of the Declarant's obligations which are incident thereto (if any) and the Declarant shall have no further obligations or liability with respect thereto.

The Assignment of such right or rights by the Declarant to an Assignee shall be made by written instrument, which shall be recorded in said Clerk's Office.

6. The Declarant shall not be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Declarant whether given, granted or withheld.

7. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court of other tribunal having jurisdiction over the parties hereto and the subject matter thereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

ARTICLE XI – SPECIAL DECLARANT RIGHTS

1. Special Declarant Rights: The Declarant reserves the following rights and powers ("Special Declarant Rights"):

The rights and powers designated herein as being rights and powers of the Declarant to be exercised, during the development of RoseWood Village at Wintergreen (the "Development Period") and in some cases thereafter, including, without limitation, the following:

- (i) To Complete any improvements indicated on Plats, development plans, or the Master Plan of RoseWood Village at Wintergreen;
- (ii) To add real property from the terms of this Declaration as provided in Article X 3;
- (iii) To maintain sales offices, management offices, signs advertising on the property in RoseWood Village at Wintergreen; and
- (iv) To exercise architectural controls, as set forth in Article II.

2. Transfer of Special Declarant Rights:

(a) Assignment. The Declarant may assign any Special Declarant Rights, or other special rights and obligations of the Declarant set forth in this Declaration to any affiliate of the Declarant, or Declarant may allow any affiliate of the Declarant to exercise such rights on behalf of the Declarant.

(b) Transfer. Any or all of the Special Declarant Rights, or any of the other special rights and obligations of the Declarant set forth in this Declaration may be transferred in whole or in part to others, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia.

3. Models, Sales Offices and Management Offices. During the Development Period of RoseWood Village at Wintergreen and for the period of twelve (12) months thereafter, the Declarant and Builders authorized by Declarant may maintain and carry on upon any Villa owned by Declarant or any portion of the Common Area such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of a Villa or other real estate, including, but not limited to, business offices, signs, model units, and sales offices. The Declarant shall have easements for access to and use of such facilities. Except as provided below, the Declarant's right to use the Common Area for purposes stated in this paragraph shall not be exclusive and shall not unreasonably interfere with use of such Common Area by Owners.

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4. Construction of Improvements/Removal of Property. The Declarant and its employees, agents and designees shall also have a right and easement during the Development Period over and upon all of the Common Area for the purpose of (a) making, constructing and installing such improvements to the Common Area and Neighborhood Facilities as it deems appropriate in its sole discretion or (b) removing peat moss, dirt, gravel, trees, bushes, or other landscaping, and other materials as the Declarant deems appropriate in its sole discretion. The Declarant shall not be obligated to pay or otherwise account to the Association for any material removed from the Common Area or Neighborhood Facilities under (b) above.

5. Equal Treatment. During the Development Period, the Association shall not, without the prior written consent of the Declarant, adopt any policy, rule or procedure that:

a. Limits the access of the Declarant, its successors, assigns and/or affiliates or their personnel and/or guests, including visitors, to the Common Areas;

b. Limits or prevents the Declarant, its successors, assigns and/or affiliates or their personnel from advertising, marketing or using the Association or its Common Areas in promotional materials;

c. Limits or prevents purchasers of new residential housing constructed by the Declarant, its successors, assigns and/or affiliates in RoseWood Village at Wintergreen from becoming members of the Association or enjoying full use of its Common Areas, subject to the membership provisions of this Declaration and the Bylaws;

d. Impacts the ability of the Declarant, its successors, assigns and/or affiliates to develop and conduct customer service programs and activities in a customary and reasonable manner.

The Association shall not exercise its authority over the Common Areas including, but not limited to, any traffic controlled entrances and other means of access to RoseWood Village at Wintergreen to interfere with the rights of the Declarant set forth in this Declaration or to impede access over the streets and other Common Areas.

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WITNESS the following corporate execution:

ROSEWOOD VILLAGE AT WINTERGREEN, L.L.C.

By: Virginia Tahboub, Manager
Manager

STATE OF VIRGINIA

CITY OF CHARLOTTESVILLE, To-Wit:

The foregoing instrument was acknowledged before me this 7th day of September, 2007, by Virginia Tahboub, Manager, RoseWood Village at Wintergreen, L.L.C.

My commission expires: 10/31/2007

Christie M. Free
Notary Public



INSTRUMENT #070003252
RECORDED IN THE CLERK'S OFFICE OF
NELSON ON
SEPTEMBER 7, 2007 AT 02:48PM
JUDY S. SMYTHERS, CLERK

RECORDED BY: CGW

CGW