

ARTICLE X - GENERAL USE RESTRICTIONS

Section 10.01. Residential Use. No Lot shall be utilized for the conduct of any commercial or professional enterprise of any kind. All Lots shall be utilized exclusively for single family residential living units and for no other purposes. For the purposes of this Declaration, the term "single family" shall mean and be defined as follows: (a) an individual; or (b) two or more persons related by blood, marriage, adoption or guardianship living together as a single housekeeping unit; or (c) no more than three persons not related by blood, marriage, adoption or guardianship living together as a single housekeeping unit.

Section 10.02. Nuisances. No noxious, boisterous or offensive activity shall be carried on, upon or in any Lot, nor shall anything be done thereon which may be or may become an annoyance, nuisance, fire hazard or safety hazard to the neighborhood. The provisions of this section shall not proscribe or limit in any way the right of Declarant to carry on any development and construction activities in Willoughby Townes.

Section 10.03. Signs. No billboards or signs of any kind shall be erected, maintained or displayed on any Lot except as permitted by the Association.

Section 10.04. Recreational and Motor Vehicles. Except as may otherwise be expressly provided for in the rules and regulations adopted by the Association, no mobile home, trailer, camper, bus, truck over 3/4 ton rated capacity, or boat shall be placed, stored or parked within Willoughby Townes (including any Lot, Private Roads or access easements or the Common Properties), either temporarily or permanently. In addition, the Association shall have the right to regulate or prohibit the storage or parking, whether temporary or permanent, within Willoughby Townes of any van or truck which in the opinion of the majority of the Board of Directors damages or detracts from the general aesthetic character and harmony of Willoughby Townes by reason of: (1) the types and/or quantities of materials or items stored within or on such van or truck; (2) the general disrepair, poor body condition, or dilapidated state of such van or truck; or (3) the unusual or tasteless exterior appearance of such van or truck created by unusual or custom paint schemes, graphics, illustrations and/or words. The provisions of this section shall not proscribe or limit in any way the rights of Declarant to park vehicles related to construction activities by Declarant, its contractors and subcontractors.

Section 10.05. No Temporary Structures. No structures of a temporary character, tent, or trailer shall be used on any Lot or the Common Properties at any time as a residence.

Section 10.06. Antennae and Aerials. No antennae or aerials shall be placed on any Lot or fixed to the exterior of any building, and no antenna or aerial placed or fixed within a building shall extend or protrude from the exterior of such building, unless approved by the Architectural Control Board. No transmitting or receiving equipment which might interfere with television, radio or any other communications reception of Owners shall be used, or permitted upon or

that Declarant shall have the following rights, so long as Declarant owns any Lot in Willoughby Townes and/or any portion of the additional real property, to-wit:

(a) The right to replat, vacate or withdraw any area of any platted area from the real property subject to this Declaration, in accordance with the laws of the Commonwealth of Virginia;

(b) The right to approve or disapprove any amendments to this Declaration and any amendments to any corporate documents related to the Association; and

(c) The right to conduct the development, construction, marketing and sale of all property in Willoughby Townes owned by Declarant, including the erection of signs, the maintenance of model homes, and the use of Common Areas and Open Space for promotional purposes.

Section 11.02. Release of Rights by Declarant. Declarant may, by an instrument recorded in the Clerk's Office of the Circuit Court of the City of Charlottesville, Virginia, release, at any time and without the approval or consent of any other party, any of the rights reserved unto it under Section 11.01 hereof.

ARTICLE XII - BUILDING SETBACK LINES

Section 12.02. Purpose. The building setback lines and/or setback requirements shown on any recorded plat of any portion of Willoughby Townes are set forth solely for informational purposes to show the setback requirements imposed by the Zoning Ordinance of the City of Charlottesville, Virginia, in effect on the date of approval of such plat and are not restrictive covenants running with the land.

Section 12.02. Relief from Violation. Relief from any violation of such setback requirements may be effectively and conclusively obtained only by an approval obtained from zoning officials, boards or agencies authorized to grant such relief pursuant to the zoning laws and regulations, variance or variances granted by the Board of Zoning Appeals of the City of Charlottesville, Virginia, or its successor governmental body.

ARTICLE XIII - GENERAL PROVISIONS

Section 13.01. Managing Agent. The Association may employ and pay a managing agent, who may be an affiliate of Declarant, to manage the affairs of the Association. Such managing agent shall be employed and compensated for its services and costs pursuant to a written contract with a term not to exceed one (1) year, which contract shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice.

within any Lot. The provisions of this section shall not preclude the Association from establishing a community antenna or earth receiving television system in Willoughby Townes.

Section 10.07. Clothes Drying. No clothing, laundry or wash shall be aired or dried on any portion of a Lot exposed to view from any other Lot, the Common Properties, or Private Roads and access easements.

Section 10.08. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or within the Common Properties, except that dogs, cats and other common household pets may be kept on individual Lots, subject to reasonable rules and regulations established by the Association. The Owners of all dogs shall be prohibited from running or allowing to run their respective dogs at large within Willoughby Townes.

Section 10.09. Inoperable Motor Vehicles. No inoperable motor vehicles shall remain within Willoughby Townes for more than forty-eight (48) hours. The Association in its rules and regulations shall have the power to define what is an inoperable motor vehicle.

Section 10.10. Regulation of Wood Stoves. No wood stove (including free-standing and those inserted in existing fireplaces) shall be installed, maintained or used on or within any Lot unless the following conditions are met:

(a) Installation, maintenance and/or use shall at all times be in compliance and conformity with all local and state building and fire codes and regulations;

(b) Annual cleaning of the wood stove and flue serving the wood stove by and at the expense of the Owner of such wood stove;

(c) Immediate correction and elimination by and at the expense of the Owner of such wood stove of any unsafe or hazardous condition which may occur or be discovered at any time; and

(d) Annual inspection of the wood stove and flue serving such wood stove by a designated agent or subcontractor of the Association, with the cost of such annual inspection paid by the Owner of such wood stove.

Section 10.11. Storage of Firewood. No more than three-quarter (3/4) cord of firewood shall be stored at any time on or within any Lot.

ARTICLE XI - DECLARANT'S RIGHTS

Section 11.01. Declarant's Rights. Declarant hereby reserves to itself, and each Owner of any Lot, by acceptance of a deed or other instrument of conveyance therefor, hereby agrees,

Section 13.02. Enforcement. Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages. Such action may be brought by Declarant, or its successor in assigns as developer, the Association, or the Owner of any Lot.

Section 13.03. Severability. Invalidation of any one or more of the provisions of this Declaration by judgment, court order, or otherwise, shall in no way affect any other provision, which shall remain in full force and effect.

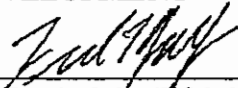
Section 13.04. Amendments. This Declaration may be amended in whole or in part by recorded instrument bearing the signatures of the Owners of record, including joint tenants and tenants in common, of seventy-five percent (75%) of all Lots then subject to this Declaration; provided, however, that any such amendment shall be subject to the approval or disapproval by Declarant as set forth in Section 11.01 hereof.

Section 13.05. Gender: Singular/Plural. As used in this Declaration, the masculine gender shall include the feminine and neuter, and vice versa, and the singular shall include the plural, and vice versa, whenever appropriate.

Section 13.06. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from date and thereafter shall be automatically renewed for successive periods of ten (10) years each, unless modified, amended or rescinded as provided in Section 13.04

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed on its behalf by its duly authorized Manager.

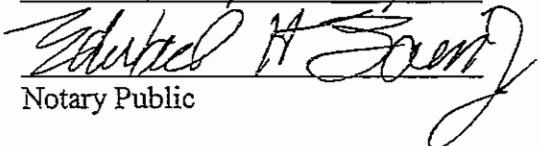
SOUTHERN PROPERTY, LLC t/a SOUTHERN DEVELOPMENT


By Frank T. Ballif, Manager

STATE OF VIRGINIA AT LARGE:
CITY OF CHARLOTTESVILLE:

The foregoing instrument was acknowledged before me this 10th day of December 2004, by Frank T. Ballif, Manager, on behalf of Southern Property LLC t/a Southern Development.

My commission expires:

November 30, 2005

Notary Public