DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

FOXFIELD AT RUSSLEN FARMS

SECTION 1

made this 14th day of May, 2003, by **RUSSLEN FARMS DEVELOPMENT, L.L.C.**, a Virginia limited liability company, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property in the County of Roanoke, Commonwealth of Virginia, containing 111.339 acres, known as "RUSSLEN FARMS", a portion of which is shown on the plat entitled "Foxfield at Russlen Farms" dated August 20, 2002, and recorded on August 29, 2002, in Plat Book No. 25, at Page 167 among the land records of the County of Roanoke, Virginia, which property owned by the Declarant is set forth and described on Exhibit A attached hereto;

WHEREAS, the Declarant, to this end, desires to subject the above referenced real property set forth on **Exhibit A** to the restrictions, conditions, covenants and reservations hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above and any additions thereto as permitted hereunder, shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability and attractiveness of, and which shall run with, the real property, and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors or assigns, and shall inure the benefit of each owner thereof.

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ARTICLE I

DEFINITIONS

Section 1. "Declarant" or "Declarants" shall mean and refer to RUSSLEN FARMS DEVELOPMENT, L.L.C., a Virginia limited liability company, and its successors and assigns.

Section 2. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire Document, as the same may from to time be amended.

Section 3. "FOXFIELD AT RUSSLEN FARMS, SECTION 1" shall mean and refer to the property located in the County of Roanoke, Commonwealth of Virginia, which becomes subject to this Declaration as shown on the plat of record in the Clerk's Office of the Circuit Court for the County of Roanoke in Plat Book 25, Page 167 and any additions thereto which are made subject to this Declaration.

Section 4. "Lot" shall mean and refer to any parcel of real property designated as a Lot on the recorded subdivision plat or any other recorded subdivision plat to which these restrictions become applicable. "Lot" shall include all parcels utilized for single-family residential, regardless of the configuration of the Lots into single-family lots, townhomes, zero lot line homes, cluster homes, condominiums, or any other configuration.

Section 5. "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Lot. The foregoing does not include persons or entities who

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hold an interest in any Lot merely as security for the performance of an obligation. For the purposes of ARTICLE II only, unless the context otherwise requires, "Owner" shall also include the family, invitees, licensees, and lessees of any Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Lot.

Section 6. "Property" or "Properties" shall mean and refer to that certain real property known as FOXFIELD AT RUSSLEN FARMS, SECTION 1 hereinbefore described and any additional property within the _____ acres owned by the Declarant which becomes subject to the provisions of this Declaration or a similar Declaration under which the Owner of a Lot becomes a Member of the Association.

Section 7. "Association" shall mean RUSSLEN FARMS HOMEOWNERS ASSOCIATION, INC., a Virginia corporation.

Section 8. "Storm Water Detention Area" shall mean any parcel of land or easement dedicated or established for storm water management purposes shown on any recorded plat of record affecting the Properties.

Section 9. "Common Area" shall mean and refer to the following items in any portion of the Property:

(A) Land identified as such on the subdivision plat for any portion of the Property.

(B) Storm water Detention Area as defined in Section 8 above.

(C) Access easements and drainage easements as shown on the plats of FOXFIELD AT RUSSLEN FARMS, SECTION 1, of record in the Clerk's

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Office of the Circuit Court of the County of Roanoke, Virginia, or any other platted subdivision in which the Owner is a Member of the Association.

(D) Entrance area to FOXFIELD AT RUSSLEN FARMS, SECTION 1, or to RUSSLEN FARMS.

(E) Private roads, alleys and sidewalks.

(F) Any parks, playgrounds and recreation areas, Community Center and swimming pool, if any, which may be built within the Property of RUSSLEN FARMS.

(G) Any areas referred to as Common Areas in any other Property which requires the Owner to be a Member of the Association.

Section 10. "Russlen Farms" shall mean and refer to the 111.339-acre parcel of land owned by RUSSLEN FARMS DEVELOPMENT, L.L.C. Certain portions of said property may, at the desire of RUSSLEN FARMS DEVELOPMENT, L.L.C., be brought under the jurisdiction of the RUSSLEN FARMS HOMEOWNERS ASSOCIATION, INC. without affecting the terms, covenants, conditions and restrictions of this Declaration.

ARTICLE II

PERMITTED USES AND RESTRICTIONS

The permitted uses, easements and restrictions for all property within FOXFIELD AT RUSSLEN FARMS, SECTION 1, covered by this Declaration shall be as follows:

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Section 1.

A. Uses. The Lots shall be used, improved and devoted exclusively for single-family residential purposes, excluding the leasing of any Lot by the Owner thereof from time to time. Residential purposes include the construction, reconstruction, repair, improvement, and modifications or additions to residences and the approved structures. The Declarant, for itself, its successors and assigns, reserves the right, as long as it owns any Lot, to alter, amend and change any Lot lines or subdivision plan pursuant to a recorded subdivision plat. No building shall be erected, altered, placed or permitted to remain on any Lot other than a single-family detached or attached dwelling, a garage, and other structures built by the Declarant or approved by the Architectural Control Committee for use solely by the occupants as a single-family residence. The Declarant or its assigns may, during the construction and/or sales period, erect, maintain and operate real estate sales and construction offices, displays, signs and special lighting on any part of the Properties and on or in any building or structure now or hereafter erected thereon while such Lot is owned by a Declarant.

B. Dwellings. All one floor single-family detached dwellings shall consist of a minimum 1400 square feet of interior dwelling space. "Interior dwelling space" shall be calculated by measuring gross interior floor space, as measured from exterior walls to exterior walls, and shall not include basements or attics, whether habitable or not, or carports, garages, porches, terraces, decks or outbuildings. Any such dwelling constructed other than by the Declarant shall be approved by the

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Architectural Control Committee. All driveway material will be subject to Architectural Control Committee approval.

Section 2. Community Center Use. The Association shall promulgate rules and regulations for the use of the Community Center and swimming pool, if any, and all other Common Areas. Such regulations shall include, among other things, rules regarding all private functions at the Community Center and shall provide that such be supervised by an adult over the age of twenty-five (25) years.

Section 3. Animals. No animals, birds, fowl, poultry, or livestock, other than three (3) generally recognized house pets, shall be maintained on any Lot within the Properties and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance. All animals are to be kept fenced or leashed at all times.

Section 4. Antennas. No antenna, satellite dish exceeding twenty-four (24) inches in diameter, or other device for the transmission or reception of television, radio or electronic signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any Lot within the Properties, whether attached to a building or structure or otherwise, unless approved by the Architectural Control Committee. Any antenna or satellite dish erected on any Lot shall be to the rear of the home and shall be on the roof but shall not be above the top pitch line of the roof.

Section 5. Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone,

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television, or radio signals, shall be erected, placed or maintained anywhere in or upon any property within the Properties unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Control Committee, or unless approved by the Architectural Control Committee. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Architectural Control Committee or prevent or preclude the relocation of any existing facilities by the appropriate utility company.

Section 6. Improvements and Alterations. No improvements, alterations, repairs, excavations or other work which in any way alters the exterior appearance of any Lot within the Properties or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee simple by Declarant to a non-Declarant, shall be made or done without the prior approval of the Architectural Control Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Control Committee or any committee established by the Architectural Control Committee for that purpose. Pursuant to its rulemaking power, the Architectural Control Committee shall establish a procedure for the preparation, submission and determination of applications for any such alteration or improvement. The Architectural Control Committee shall have the right to refuse to

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approve any plans or specifications or grading plans which are not suitable or desirable in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned based upon its appearance from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, shall be subject to the prior approval of the Architectural Control Committee. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Control Committee. All decisions of the Architectural Control Committee shall be final and no Lot Owner or other parties shall have recourse against the Architectural Control Committee for its refusal to approve any such plans and specifications or plot plan, including lawn area and landscaping.

Section 7. Temporary Occupancy. No trailer, basement or any incomplete building, tent, shack, garage or barn, and no temporary buildings or structure of any kind shall be used at any time for a residence on any Lot within the Properties either temporarily or permanently. Temporary buildings or structures used during the construction of a dwelling on any such Lot shall be removed immediately after the completion of construction.

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Section 8. Trailers and Motor Vehicles. No boats, trailers, campers, commercial trucks and vans, tents or any structure of a temporary character, or portable vehicle other than duly registered and licensed automobiles or light duty trucks not to exceed one-ton vehicles shall stay parked forward of the front line of any dwelling for a period exceeding twenty-four (24) hours. No motor vehicle shall be constructed, reconstructed, or repaired upon the front or side yards of any property or street; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters in connection with the construction of any improvement approved by the Architectural Control Committee.

Section 9. Parking. No motor vehicle of any type shall be parked on any Lot, other than on the driveway(s). No unlicensed motor vehicle shall be maintained on any street or Lot within the Property.

Section 10. Easements. No Lot Owner, other than the Declarant, shall have the right to grant any private ingress/egress easements to other Lot Owners or other entities, provided, however, that this restriction shall not be construed in any way to restrict access by public servants for public health and safety purposes.

Section 11. Exterior Lighting. No exterior lighting shall be installed by any Lot Owner except such exterior lighting as shall be installed by the Declarant or as shall be approved by the Architectural Control Committee. Exterior lighting so approved shall not be directed outside the boundaries of any Lot on which it is located.

Section 12. Yard Maintenance. Each Owner of a Lot within the Properties shall keep all grass, shrubs, trees, and plantings of every kind on his property

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including set back areas neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. All accessories and/or decorations located on any Lot shall be approved by the Architectural Control Committee.

Section 13. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within the Properties, and no odors shall be permitted to arise therefrom as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or to operate upon any such Lot so as to be offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such Lot.

Section 14. Repair of Buildings. No building or structure upon any Lot within the Properties shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted, stained or otherwise finished.

Section 15. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot within the Properties except in covered containers. In no event shall such containers be maintained so as to be visible from the street except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, and garbage shall be removed

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from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot. The Association may designate an area for disposal of large items.

Section 16. Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained in any side or front yard areas.

Section 17. Encroachments. No tree, shrub, or planting of any kind on any Lot within the Properties shall be allowed to restrict pedestrian access or to encroach upon any sidewalk, street, or pedestrian way.

Section 18. Right of Entry. During reasonable hours, any member of the Architectural Control Committee, or any authorized representative of the Architectural Control Committee, shall have the right to enter upon and inspect any Lot within the Properties and the improvements thereon, except for the interior portions of any residence or other structure, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

Section 19. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within the Properties except such machinery or equipment that is usual and customary in connection with the development, maintenance or construction of a residence, appurtenant structures, or other improvements within the Properties.

Section 20. Restriction on Further Subdivision. No Lot within the Properties

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shall be further subdivided or separated into smaller lots or parcels by any Owner and no portion less than all of any such Lot shall be conveyed or transferred by any Owner. This provision shall not, in any way, limit Declarant from subdividing or separating into smaller lots or parcels any property not yet platted or subdivided into Lots owned by Declarant. No portion of a Lot but for the entire Lot, together with the improvements thereon, may be rented. The provisions of this section shall not apply to the division of any lot between two adjoining Lots. No portion of any Lot shall be utilized for access, either public or private, to land not included in the Property. No Owner shall sell, convey or otherwise grant to any other person any portion of any Lot in order to provide access to an adjoining property owner.

Section 21. Above-Ground Swimming Pools. No above-ground swimming pools shall be permitted within the Property.

Section 22. Signs. No signs whatsoever (including, but not limited to, commercial, political and similar signs) shall be erected or maintained on any Lot within the Properties except:

(1) Such signs as may be required by legal proceedings;

(2) During the time of construction of any building or other improvement by an Owner, one job identification sign not larger than eighteen inches by twenty-four inches in height and width and having a face area not larger than three square feet;

(3) Signs which have been approved prior to use by the Architectural Control Committee;

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(4) Signs which have been approved by a Declarant; and,

(5) Realtor for sale or rent signs not larger than two feet by three feet.

Section 23. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by a Declarant, or its duly authorized agents, of structures, improvements or signs necessary or convenient to the development, identification, or sale of property.

ARTICLE III

EASEMENTS

Section 1. Utilities. The Declarant reserves unto itself the right to grant to any public or private utility company easements, such as telephone, electric, gas, and cable television for utility service purposes on a strip of land, within each Lot, fifteen (15) feet wide running adjacent to and parallel with all property lines of each Lot, provided such utility easements shall be for underground service lines only.

Section 2. Water and Sewer. The Declarant further reserves to itself the right to grant to the County of Roanoke, Virginia, or other governmental body or agency thereof, such storm sewer, sanitary sewer, storm drainage and water line easements as may be required or requested by such governmental body or agency thereof on any Lot.

Section 3. Storm Water Management Area. The Declarant further reserves unto RUSSLEN FARMS HOMEOWNERS ASSOCIATION, INC., an easement of ingress and egress to the "Storm Water Detention Area" and appurtenant easements

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as shown on the recorded plat of FOXFIELD AT RUSSLEN FARMS, SECTION 1. Declarant reserves the right to relocate such access easements at such time as the Lot on which they are located is developed.

Section 5. Private Easements. The Declarant reserves the right to convey easements to other parties for such purposes as Declarant deems appropriate.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Organization, Power of Appointment and Removal of Members. There shall be an Architectural Control Committee, organized as follows:

(1) Committee Composition. The Architectural Control Committee shall consist of three members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership.

(1A) Initial Members. Brad Graham, Joe Thomas, Jr., Julie Arthur and Jeffrey L. Dorsey are hereby designated and appointed as initial members of the Architectural Control Committee.

(2) Appointment and Removal. Except as hereinafter provided, the right to appoint and remove all members of the Architectural Control Committee at any time shall be, and is hereby, vested solely in RUSSLEN FARMS DEVELOPMENT, L.L.C., its appointees or agents.

(3) Assignment. The Declarant may, prior to its sale of all Lots or any portion thereof in **RUSSLEN FARMS**, or any other Lots added hereto, assign its right to appoint members to the Association by executing an agreement of assignment

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and recording it among the land records of the County of Roanoke, Virginia.

(4) Vacancies. Vacancies on the Architectural Control Committee shall be filled by the Declarant, or whoever then has been assigned by the Declarant the power to appoint Committee members. A vacancy or vacancies on the Architectural Control Committee shall be deemed to exist in case of the death or resignation of a member thereof.

(5) Completion of Project. One year after Declarant's sale of its final Lot hereunder or the final Lot in any additional Property added hereto or made subject to a similar Declaration, Declarant's right to appoint members shall terminate. Thereafter, vacancies shall be filled by a majority vote of the Association present at the meeting called for such purpose. Notice of the meeting must state the purpose of the meeting and must be mailed at least thirty (30) days prior to the meeting to all Lot Owners.

(6) Duties. It shall be the duty of the Architectural Control Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Control Committee rules as necessary, and to carry out all other duties imposed upon it by this Declaration.

Section 2. Meetings and Compensation. The Architectural Control Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of any two members at a meeting or otherwise shall constitute the act of the Committee. The Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise. Members of the

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Architectural Control Committee shall not be entitled to compensation for their services.

Section 3. Architectural Control Committee Rules. The Architectural Control Committee may, from time to time and in its sole and absolute discretion, adopt, amend and repeal, by unanimous vote or written consent, rules and regulations, to be known as "Architectural Control Committee Rules." Said Rules shall interpret and implement this Declaration by setting forth the standards and procedures for Architectural Control Committee review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Declaration.

Section 4. Waiver. The approval of the Architectural Control Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Control Committee under this Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

Section 5. Liability. Neither the Architectural Control Committee nor any members thereof shall be liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, or specifications, whether or not defective; (b) the construction or performance of any work whether or not pursuant to approved plans, drawings and specifications; (c) the development of any property. Approvals granted by the

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Architectural Control Committee shall in no way be considered a substitution for, or carry any liability for the requirements of the local building or zoning codes. Without in any way limiting the generality of any of the foregoing provisions of this Section, the Architectural Control Committee, or any member thereof, may, but is not required to, consult with or hear the views of any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Architectural Control Committee.

Section 6. Time for Approval. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after at least one (1) copy of all plans and related data of said plans and specifications have been received by said Committee, approval will be deemed to have been given and the provisions of this Article to have been fully complied with.

ARTICLE V

COMMUNITY CENTER/SWIMMING POOL

The Declarant may construct a swimming pool, Community Center and/or other recreational facilities within FOXFIELD AT RUSSLEN FARMS, SECTION 1, or other of the Property owned by RUSSLEN FARMS DEVELOPMENT, L.L.C. Each Owner of a Lot within FOXFIELD AT RUSSLEN FARMS, SECTION 1 shall have membership in the swimming pool, Community Center and other recreational facilities. The assessments of the Association shall cover the cost of operation and maintenance of such recreational facilities, Community Center and swimming pool if such is developed. The portion of the Property to be utilized for such recreational facilities shall be deemed to be Common Area and shall be deeded to the RUSSLEN FARMS

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HOMEOWNERS ASSOCIATION, INC. The Board of Directors of said Association reserves the right to sell memberships in the recreational facilities and swimming pool to persons residing outside of the RUSSLEN FARMS. The terms and conditions of such membership shall be as determined by the Board of Directors of the RUSSLEN FARMS HOMEOWNERS ASSOCIATION, INC.

ARTICLE VI

ASSESSMENT OF ASSOCIATION

1. Agreement.

A. Owners of Lots in FOXFIELD AT RUSSLEN FARMS, SECTION 1, and any other property brought within the provisions of this Declaration shall be required to maintain the Storm Water Detention Area, any and all drainage easements, other easements, and all the Common Areas, and to pay assessments on all Lots owned to provide for the maintenance of the property owned and/or maintained by the Homeowners Association as set forth herein; provided that Declarant shall not be liable for assessments on Lots owned by it unless there is an occupied residence on said Lot.

B. The Association shall be responsible for the maintenance of all Common Areas and for the operation of the signs installed at the entrance to the Subdivision, whether such entrance signs are located within or without the Subdivision itself, the operation and maintenance of electrical service and indirect lighting of the identification signs at the entrance to the subdivision, as well as landscaping on the easements at the entrance to the Subdivision including irrigation, if any, and the

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Owners of all Lots shall be subject to assessments therefor; provided that Declarant shall not be liable for assessments on Lots owned by it unless there is an unoccupied residence on the Lot.

2. Assessments. Every Owner of a Lot in FOXFIELD AT RUSSLEN FARMS, SECTION 1, and any other property brought within the provisions of this Declaration, is subject to assessment and shall be a member of the Association; provided that Declarant shall not be liable for assessments on Lots owned by it except as otherwise provided herein. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Each Owner, except for Declarant, of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made subordinate to the lien of any First Deed of Trust or Mortgage on the Lot. Each such assessment, together with interest, costs and reasonable attorneys' fees shall not pass to his successor in title unless expressly assumed by them.

Each Owner covenants for himself, his heirs, successors and assigns, to pay each assessment levied by the Association on the parcel described in such conveyance to him within ten (10) days after receipt of an invoice for the same, and

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further covenants that if said charge shall not be paid within thirty (30) days from the date that said invoice is deposited, postage prepaid in the United States mails, in an envelope addressed to such Owner at the address of the parcel and to such other address as said Owner shall have designated, the amount of such charge shall become a lien upon said Owner's parcel and shall continue to be such lien until fully paid.

Until January 1 of the year immediately following the conveying of the first Lot to an Owner, annual assessments shall be as follows:

(a) In the event a swimming pool is constructed, the annual assessment will be $480.00 per year for each Lot.

(b) In the event a swimming pool is not constructed, the annual assessment will be $144.00 per year for each Lot.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be determined each year by the Board of Directors of the Association.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon any Common Area including the area reserved for storm water management and drainage easement, swimming pool, recreation facility, Community Center, drainage easements, fixtures and personal property related thereto, provided that any such

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assessment shall have the assent of the Board of Directors.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of that Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

At closing of the initial sale of each Lot, the purchaser thereof shall pay an initial assessment of TWO HUNDRED FIFTY DOLLARS ($250.00) to the Association. Said funds shall be used to construct and maintain improvements within the Common Areas, including the reimbursement to the Declarant for costs expended by it for the development of the Common Areas, including the cost of the swimming pool and the Community Center, if any is developed.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of the Declaration. Failure by either Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event any legal action or proceeding is commenced to enforce any restriction,

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condition, covenant, reservation or term of this Declaration, the party bringing such action shall be entitled to collect as part of such proceeding, the court costs, reasonable attorneys' fees and expenses of litigation incurred by the prevailing party should the other party be found to have violated and been in breach of this Declaration.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for two additional successive periods of ten (10) years each. The Declarant reserves the right to unilaterally amend this Declaration so long as it owns any Lot in the Properties. This Declaration may also be amended prior to December 31, 2008, by an instrument duly recorded among the land records in the County of Roanoke, Virginia, signed by not less than eighty percent (80%) of Owners of the Lots, counting Owners and Declarant, provided, however, no such amendment shall be valid without the consent and joinder of the Declarant and, thereafter, by an instrument duly recorded and signed by not less than seventy-five percent (75%) of all the Owners of the Lots.

Section 4. Violations and Nuisance. Every act or omission whereby any provision of this Declaration which is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for

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negative or affirmative action, by a Declarant, or any Owner or Owners of Lots.

Section 5. Violation of Law. Any violation of any municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property, is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.

Section 6. Remedies Cumulative. Each remedy provided for herein is cumulative and not exclusive.

Section 7. Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Document may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered FORTY-EIGHT (48) hours after a copy of same has been deposited in the United States mail, postage prepaid, certified mail, return receipt requested.

Section 8. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself, or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained herein

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shall run with the land and binding on all subsequent and future owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

Section 9. Additional Lots. The Declarant hereby reserves the right to impose these covenants, conditions and restrictions upon additional Lots located in the general vicinity of RUSSLEN FARMS.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its hand and seal.

RUSSLEN FARMS DEVELOPMENT, L.L.C.,
a Virginia limited liability company

BY: GRAHAM-THOMAS, L.L.C.

BY: _____ (SEAL)
Bradley G. Graham, Member

STATE OF VIRGINIA)
) to-wit:
COUNTY ~~OR CITY~~ OF Roanoke)

The foregoing instrument was acknowledged before me this 14th day of May, 20 03 by Bradley G. Graham, on behalf of Graham-Thomas, L.L.C., a Virginia limited liability company, Member of **RUSSLEN FARMS DEVELOPMENT, L.L.C.**, a Virginia limited liability company, on behalf of said corporation.

My commission expires 8/31/03.

_____
Notary Public

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EXHIBIT A

Lots 1 through 17, inclusive, shown on the plat entitled "FOXFIELD AT RUSSLEN FARMS, SECTION 1" prepared by Caldwell White Associates under date of August 20, 2002, and recorded in the Clerk's Office of the Circuit Court of the County of Roanoke on August 29, 2002, in Plat Book 25, Page 167.

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NATT, HELSCHER, YOST,
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