

**LEGAL CERTIFICATION FOR
GREENSPRINGS WEST SUBDIVISION
OFF CENTERVILLE ROAD, JAMES CITY COUNTY, VIRGINIA,
A PLANNED UNIT DEVELOPMENT**

I am an attorney licensed to practice law in the Commonwealth of Virginia. I am not an employee, principal or officer of Jamestown, LLC, a Virginia limited liability company, which entity is the developer of the aforesaid subdivision. I hereby certify that the legal documents for the above Planned Unit Development are in compliance with all of the following HUD legal requirements:

I. Articles of Organization:

1. Every person or entity who is a record owner of any lot is entitled to membership and voting rights in the association. Membership is appurtenant to, and inseparable from, ownership of the lot.

2. Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution and amendment of the Articles, requires prior approval of HUD/VA as long as there is a Class B membership.

II. Declaration of Covenants:

1. A legal description of the Planned Unit Development is attached hereto as Exhibit A.

2. All lots in the Planned Unit Development are subject to the covenants.

3. Every owner has a right and easement of enjoyment to the Common Area, which is appurtenant to the title to the lot.

4. The lien of any assessment is subordinate to the lien of any first mortgage.

5. Mortgages are not required to collect assessments.

6. Annexation of additional properties, dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restriction, requires HUD prior approval as long as a Class B membership exists.
7. Failure to pay assessments does not constitute a default under an insured mortgage.
8. The covenants assure lot owners of automatic membership and voting rights in the association.
9. Each lot owner is empowered to enforce the covenants.
10. The approval of at least 2/3 of the lot owners is required to amend the covenants.
11. The Common Area cannot be mortgaged or conveyed without the consent of at least 2/3 of the lot owners (excluding the developer).
12. If ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area is subject to the lot owner's easement.
13. There is no provision in the covenants which conflicts with the HUD requirement that the Common Area shall be conveyed to the association free and clear of all encumbrances before HUD insures the first mortgage in the Planned Unit Development.
14. Absolute liability is not imposed on lot owners for damage to the Common Area or lots in the Planned Unit Development.
15. The Class B membership ceases and converts to Class A membership upon the earlier of the following:

- a. 75% of the units are deeded to homeowners and Certificates of Occupancy have been issued thereon .
- b. Ten years after the Declaration is recorded;
- c. Upon Declarant's surrender in writing of the authority to appoint and remove officers and directors.

III. Operating Agreement:

1. The Operating Agreement is consistent with the Articles of Organization and Declaration of Covenants .
2. HUD/VA has the right to veto amendments while there is a Class B membership.



Joseph H. Latchum, Jr.

Joseph H. Latchum, Jr., Esquire
Attorney at Law
Williams Mullen Clark & Dobbins
One Old Oyster Point Road, Suite 210
Newport News, Virginia 23602
(757) 249-5100

Consideration: \$ _____

Prepared By:

Joseph H. Latchum, Jr.
Williams, Mullen, Clark & Dobbins
Harbor Bank Center, Suite 210
One Old Oyster Point Road
Newport News, Virginia 23602
(757 249-5100)

GPIN/ACCT/MAP NO: _____

THIS DEED, made this 1st day of February, 2000 by and between JAMESTOWN L.L.C., a Virginia limited liability company (hereinafter "Grantor"), and _____, (hereinafter "Grantee"), whose mailing address is _____.

Whenever used herein the singular shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

W I T N E S S E T H

That for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does bargain, grant, sell and convey with **GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE** unto the Grantee, the following described property ("Property"), to-wit:

All that certain lot, piece or parcel of land situate, lying and being in the County of James City, Virginia and being more particular described on Exhibit A attached hereto and made a part hereof.

Together with all and singular the buildings and improvements thereon, the rights and privileges, tenements, hereditaments and easements and appurtenances unto the said land belonging or in anywise appertaining.

The Grantor covenants that it has the right to convey the said land to the Grantee; that it has done no act to encumber said land, save as aforesaid; that the Grantee shall have quiet possession of

the said land, free from all encumbrances; and that the Grantor will execute such further assurance of the said land as may be requisite.

Property is conveyed subject to the conditions, restrictions, reservations, encumbrances and easements, if any, duly recorded affecting the Property and constituting constructive notice.

WITNESS the following signature(s) and seal(s):

JAMESTOWN L.L.C.
a Virginia limited liability company

By: _____ (SEAL)
C. Lewis Waltrip, II

COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS, to-wit:

The foregoing Deed was sworn to and acknowledged before me this _____ day of _____, 2000 by C. Lewis Waltrip, II, Manager of Jamestown L.L.C., a Virginia limited liability company on its behalf.

Notary Public
Commonwealth of Virginia At Large

My Commission Expires:

87547-deed-Jamestown to Dobson

EXHIBIT "A"

ALL THAT certain lot, piece or parcel of land situate, lying and being in the County of James City, Virginia, known and designated as Lot ____, as shown on that certain plat entitled, "PLAT OF SUBDIVISION, GREENSPRINGS WEST, PHASE I, BEING THE PROPERTY OF: JAMESTOWN, L.L.C., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", made by AES Consulting Engineers, dated July 30, 1999, and duly recorded in the Clerk's Office of the Circuit Court for the County of James City, Virginia in Plat Book 76, Pages 16-19, to which reference is here made.

or

All that certain lot, piece or parcel of land situate, lying and being in the County of James City, Virginia, known and designated as Lot ____, as shown on that certain plat entitled, "PLAT OF SUBDIVISION, GREENSPRINGS WEST, PHASE II, BEING THE PROPERTY OF: JAMESTOWN, L.L.C., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", made by AES Consulting Engineers, dated December 10, 1999, and duly recorded in the Clerk's Office of the Circuit Court for the County of James City, Virginia in Plat Book 76, Pages 20-25, to which reference is here made.

**ARTICLES OF INCORPORATION
OF
GREENSPRINGS WEST OWNERS' ASSOCIATION, INC.**

In compliance with the requirements of Chapter 10 of Title 13.1 of the Code of Virginia of 1950, as amended, the undersigned this day, for the purpose of forming a non-stock, non-profit corporation, does hereby certify:

ARTICLE I

Name

The name of the corporation is Greensprings West Owners' Association, Inc., hereinafter called the "Association."

ARTICLE II

Purpose and Powers of the Association

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the residents' lots and Common Areas within that certain tract of property described on Exhibit "A" attached hereto and made a part hereof, located in James City County, Virginia, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(1) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court for James City County, Virginia, and as the same may be amended from time to time as therein provided, the Declaration being, by this reference, incorporated herein as if set forth at length;

(2) Enforce the covenants, restrictions, easements, charges and liens provided for in the Declaration to be enforced by the Association;

(3) Fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration and By-laws of the Association; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all insurance premiums, licenses, taxes or governmental charges levied or imposed against the Association;

(4) Acquire (by gift, purchase or otherwise), own hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of, real or personal property in connection with the affairs of the Association;

(5) Borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(6) Have and exercise any and all powers, rights and privileges which a corporation organized under the aforesaid statutes of the Commonwealth of Virginia by law may now or hereafter have or exercise.

ARTICLE III Membership

(1) The Association shall be organized without capital stock.

(2) Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to covenants of record and to assessment by the Association shall automatically become a member of the Association (hereinafter referred to as "Member" or "Members") and such membership shall terminate automatically upon the Member being divested of title to such Lot, regardless of the means by which such ownership may be divested. Upon the recordation of the Declaration in the Clerk's Office aforesaid and upon the incorporation of this Association all of the Lots will be owned by the Declarant, and the Declarant therefore at that time or times, shall constitute the only Member. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

(3) No Member shall have the power to convey, assign, mortgage, hypothecate, or transfer in any manner, except as an appurtenance to such Member's Lot, any part of, or any interest in, the Association or the property or other funds and assets of the Association.

(4) The Association shall have one class of Members. The voting by the Members of the Association shall be on the basis of one vote for each Lot. The vote allocated to each Lot shall not be divisible.

ARTICLE IV Board of Directors

The affairs of this Association shall be managed by a board of directors, who need not be members of the Association. The number of directors shall be fixed by, and may be changed by amendment of, the By-Laws.

ARTICLE V
Mergers and Consolidations

Subject to the provisions of the Subdivision Declaration and to the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of more than two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE VI
Registered Agent

The post office address of the initial registered office is Williams, Mullen, Clark & Dobbins, P.C., One Columbus Center, Suite 900, Virginia Beach, Virginia 23462. The name of the city in which the initial registered office is located is Virginia Beach. The name of the initial registered agent is Joseph H. Latchum, Jr., who is a resident of Virginia and an attorney and a member of the State Bar, and whose business address is the same as the initial registered office of the Association.

ARTICLE VII
Initial Directors

The number of directors constituting the initial board of directors shall be two (2), and the names and addresses of the persons who shall serve as initial directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
C. Lewis Waltrip II	P. O. Box 3011 Williamsburg, VA 23187
Elizabeth J. Pruitt	739 Thimble Shoals Boulevard Suite 105 Newport News, VA 23606

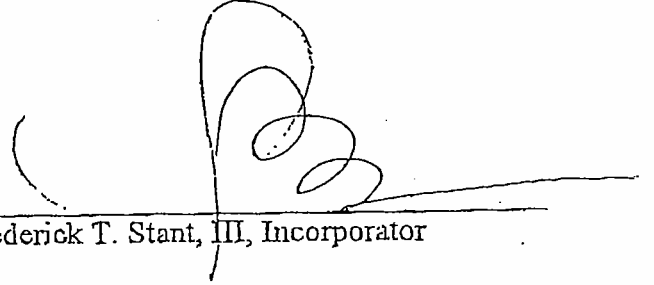
ARTICLE VIII
Duration

The Association shall exist perpetually.

ARTICLE IX
Amendment

Amendment of these Articles may be made in the manner prescribed by the applicable statutes of the Commonwealth of Virginia.

Dated this 5th day of January, 2000.

A handwritten signature in black ink, consisting of a large, stylized 'F' and 'S' intertwined, followed by a horizontal line extending to the right.

Frederick T. Stant, III, Incorporator

att org-gsv

Exhibit 'A' – Legal Description

All those certain lots, pieces or parcels of land, with all easements, rights and improvements and appurtenances belonging thereto, located in the Berkeley District of the County of James City, Virginia, containing 480.17 acres, more or less, known as Parcel S-1A, Parcel S-1B, Parcel W-1 and Parcel W-2, all as shown on that certain plat entitled, "PLAT OF PROPERTY TO BE CONVEYED BY GREENSPRINGS PLANTATION, INC. TO JAMESTOWN, L.L.C.," dated March 10, 1999, made by Langley and McDonald, P.C., Engineers-Surveyors-Planners-Landscape Architects-Environmental Consultants, and recorded in the Clerk's Office of the Circuit Court of James City County and the City of Williamsburg, Virginia (the "Clerk's Office"), in Plat Book 72 at pages 31 through 37.

It being the same property conveyed to the Grantor herein by deed dated March 15, 1999 from Greensprings Plantation, Inc., a Virginia corporation and recorded in the Clerk's Office aforesaid as Instrument No.: 990005466.

THEODORE V. MORRISON, JR.
CHAIRMAN

HULLIHEN WILLIAMS MOORE
COMMISSIONER

CLINTON MILLER
COMMISSIONER

COMMONWEALTH OF VIRGINIA



STATE CORPORATION COMMISSION

JOEL H. PECK
CLERK OF THE COMMISSION
P.O. BOX 1197
RICHMOND, VIRGINIA 23218-1197

January 6, 2000

STACY F MUNROE
WILLIAMS MULLEN CLARK & DOBBINS
ONE COLUMBUS CENTER STE 900
VIRGINIA BEACH, VA 23462-6762

RE: Greensprings West Owners' Association, Inc.
ID: 0532811 - 7
DCN: 00-01-06-0029

Dear Customer:

This is your receipt for \$75.00, to cover the fees for filing articles of incorporation with this office.

The effective date of the certificate of incorporation is January 6, 2000.

If you have any questions, please call (804) 371-9733.

Sincerely,

Joel H. Peck
Clerk of the Commission

CORPRCPT
NEWCD
CIS0436

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, January 6, 2000

This is to Certify that the certificate of incorporation of

Greensprings West Owners' Association, Inc.

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: January 6, 2000



State Corporation Commission

Attest:

Joel H. Peck

Clerk of the Commission