

Common Interest Community Board

**VIRGINIA PROPERTY OWNERS' ASSOCIATION DISCLOSURE PACKET NOTICE**

The lot being purchased is in a development subject to the Virginia Property Owners' Association Act. Properties subject to the Act are considered "common interest communities" under the law. Upon accepting title to a lot within a common interest community, the purchaser's membership in the property owners' association (association) is mandatory and automatic.

Ownership in a common interest community carries with it certain benefits, rights, and responsibilities. Benefits may include the right to use common areas, which may include swimming pools, parks, playgrounds and other recreational facilities. Owners have rights to participate in governance of the community through the association. Owners have the responsibility, among other things, to comply with the restrictive covenants and rules that outline what owners may and may not be permitted to do on their lots. In order to finance the operation of the association, each owner is responsible for and obligated to pay periodic assessments, and if necessary, special assessments to ensure that the association's financial requirements are met.

Use of common areas, financial obligations of owners and other rights, responsibilities and benefits associated with ownership in a common interest community are subject to the provisions of governing documents that typically include a declaration, articles of incorporation, bylaws and rules and regulations. The governing documents may contain covenants that control what an owner may or may not do on the lots and common area. Some decisions are made by the association board of directors, while other decisions are reserved to a vote of association members.

Failure to comply with the governing documents may result in monetary penalties, suspension of certain privileges and legal action taken against the lot owner. Failure to pay assessments and/or mandatory fees may result in the association filing a lien and/or lawsuit against the lot owner, foreclosing the lien, and other actions permitted by the governing documents and the Property Owners' Association Act.

Governing documents and other information contained in the disclosure packet describe the basis for living in a common interest community. These documents and information are important and should be reviewed carefully prior to purchase. Pursuant to § 55-509.4 of the Code of Virginia:

- The contract to purchase a lot shall disclose that the lot is located in a common interest community governed by an association.
- The contract to purchase a lot in a common interest community governed by an association is a legally binding document.
- The purchaser may request an update of the disclosure packet.
- The purchaser may have the right to cancel the contract after receiving the disclosure packet or an update of the disclosure packet.

The Association Disclosure Packet must include the following:

- ☐ Association name, and if incorporated, the state of incorporation and the name and address of its registered agent in Virginia;
- ☐ A statement of any expenditures of funds approved by the association or the board of directors that shall require an assessment in addition to the regular assessment during the current year or the immediately succeeding fiscal year;
- ☐ A statement, including the amount of all assessments and any other mandatory fees or charges currently imposed by the association, together with any post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition, and maintenance of the lot and to the right of use of common areas, and the status of the account
- ☐ A statement of whether there is any other entity or facility to which the lot owner may be liable for fees or charges;
- ☐ The current reserve study report or summary thereof, a statement of the status and amount of any reserve or replacement fund, and any portion of the fund allocated by the board of directors for a specified project;
- ☐ A copy of the association's current budget or a summary thereof prepared by the association, and a copy of its statement of income and expenses or statement of its financial position (balance sheet) for the last fiscal year for which such statement is available, including a statement of the balance due of any outstanding loans of the association;
- ☐ A statement of the nature and status of any pending suit or unpaid judgment to which the association is a party and that either could or would have a material impact on the association or its members or that relates to the lot being purchased;
- ☐ A statement setting forth what insurance coverage provided is for all lot owners by the association, including the fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner;
- ☐ A statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto, are or are not in violation of any of the declaration, bylaws, rules and regulations, architectural guidelines and articles of incorporation, if any, of the association;
- ☐ A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale;
- ☐ A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot, including but not limited to reasonable restrictions as to the size, place, and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag;
- ☐ A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to install or use solar energy collection devices on the owner's property;
- ☐ A statement indicating any known project approvals currently in effect by secondary mortgage market agencies;
- ☐ Certification that the association has filed with the Common Interest Community Board the annual report required by §55-516.1 which certification shall indicate the filing number assigned by the Common Interest Community Board, and the expiration date of such filing;
- ☐ The current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association;
- ☐ The notice given to the lot owner by the association of any current or pending rule or architectural violation;
- ☐ Any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet; and
- ☐ The association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50.

# DPOR License Lookup

## License Number 0550001624

### License Details

<b>Name</b>	BARRINGTON VALLEY HOMEOWNERS ASSOCIATION INC
<b>License Number</b>	0550001624
<b>License Description</b>	Common Interest Community Association Registration
<b>Rank</b>	CIC Association Registration
<b>Address</b>	3901 WESTERRE PKWY, STE. 100, HENRICO, VA 23233
<b>Initial Certification Date</b>	1996-03-22
<b>Expiration Date</b>	2017-12-31

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# Un-Audited

## Balance Sheet Report Barrington As of December 31, 2016

	<u>Balance Dec 31, 2016</u>	<u>Balance Aug 31, 2016</u>	<u>Change</u>
<b><u>Assets</u></b>			
<b>Operating Funds</b>			
1000 - Cash-PPB DDA #0056	33,792.80	16,283.38	17,509.42
<b>Total Operating Funds</b>	<b>33,792.80</b>	<b>16,283.38</b>	<b>17,509.42</b>
<b>Reserve Funds</b>			
1325 - Cash-MM PPB #0194	37,477.87	37,434.18	43.69
<b>Total Reserve Funds</b>	<b>37,477.87</b>	<b>37,434.18</b>	<b>43.69</b>
<b>Accounts Receivable</b>			
1500 - Net HO Past Due/Prepays	54,980.89	20,384.57	34,596.32
<b>Total Accounts Receivable</b>	<b>54,980.89</b>	<b>20,384.57</b>	<b>34,596.32</b>
<b>Other Current Assets</b>			
1650 - A/R-Englewood Developement 12/05	1,436.70	1,436.70	0.00
1653 - A/R - Hanky	1,100.00	1,100.00	0.00
1657 - A/R-Barrington Valley Contribution	0.00	6,136.79	(6,136.79)
1799 - Clearing Account	486.52	486.52	0.00
<b>Total Other Current Assets</b>	<b>3,023.22</b>	<b>9,160.01</b>	<b>(6,136.79)</b>
<b>Total Assets</b>	<b>129,274.78</b>	<b>83,262.14</b>	<b>46,012.64</b>
<b><u>Liabilities</u></b>			
<b>Accounts Payable</b>			
2036 - A/P-Community Group, Inc.	(35.00)	(35.00)	0.00
<b>Total Accounts Payable</b>	<b>(35.00)</b>	<b>(35.00)</b>	<b>0.00</b>
<b>Total Liabilities</b>	<b>(35.00)</b>	<b>(35.00)</b>	<b>0.00</b>
<b><u>Owners' Equity</u></b>			
<b>Reserves</b>			
3000 - Retained Earnings	1,154.05	1,154.05	0.00

# Balance Sheet Report Barrington

As of December 31, 2016

	<u>Balance Dec 31, 2016</u>	<u>Balance Aug 31, 2016</u>	<u>Change</u>
<b><u>Owners' Equity</u></b>			
<b>Reserves</b>			
3102 - Res-Repair/Replacement	114,409.45	114,409.45	0.00
3188 - Res-Interest	5,268.17	5,268.17	0.00
<b>Total Reserves</b>	<u>120,831.67</u>	<u>120,831.67</u>	<u>0.00</u>
<b>Total Owners' Equity</b>	<u>120,831.67</u>	<u>120,831.67</u>	<u>0.00</u>
<b>Net Income / (Loss)</b>	<u>8,478.11</u>	<u>(37,534.53)</u>	<u>46,012.64</u>
<b>Total Liabilities and Equity</b>	<u><u>129,274.78</u></u>	<u><u>83,262.14</u></u>	<u><u>46,012.64</u></u>

ARTICLES OF INCORPORATION  
OF  
BARRINGTON PROPERTY OWNERS ASSOCIATION, INC.

I hereby form a nonstock corporation under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia of 1950, as amended, and to that end set forth the following:

A. The name of the corporation is Barrington Property Owners Association, Inc.

B. The Association intends to be a nonprofit corporation and does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the real property and related personalty and intangibles within that certain tract of real property described on Exhibit "A" to the Declaration described below, and any additions thereto as may hereafter be brought within the jurisdiction of this Association and to promote the health, safety and welfare of the residents of such property. For these purposes, the Association shall:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of, or as may be assigned to, the Association as set forth in that certain "Amended and Restated Declaration of Covenants, Conditions and Restrictions Applicable to All Property in Barrington" which has been recorded in the Clerk's Office of the Circuit Court of the County of Henrico, Virginia, in Deed Book 2189, Page 1354 (the "Declaration"). The Declaration, as the same may be amended or supplemented by other declarations from time to time, is incorporated herein by this reference. Certain initially capitalized terms contained herein and not otherwise defined shall have the meanings set forth in the Declaration. If any provision of these Articles conflicts with any provision of the Declaration, the Declaration shall control. The initial owner of the property subject to the Declaration shall be referred to as the "Declarant";

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

(c) 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;

(d) Borrow money and mortgage, pledge, or otherwise encumber any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Subject to the Declarant's Utility Rights, dedicate, sell or transfer all or any part of the property of the Association to any public agency, authority, or utility for such purposes, and subject to such conditions, as may be agreed to by the members of the Association. No dedication or transfer, except for dedications or transfers of utility easements, shall be effective unless it shall have been approved by more than two thirds (2/3) of the votes entitled to be cast by all of the members of the Association;

(f) Participate in mergers and consolidations with other nonprofit corporations, provided that any such merger or consolidation shall have been approved by more than two thirds (2/3) of the votes entitled to be cast by all of the members of the Association; and

(g) Exercise any and all powers, rights, and privileges which a corporation organized under the Virginia Nonstock Corporation Act may now or hereafter have or exercise.

C. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. When more than one person holds an interest in any property in Barrington to which a vote is allocated, all such persons shall be members.

The Association shall have the following classes of voting membership:

Class A. Class A members shall be all owners, excluding Declarant, of Improved Lakefront Lots, who shall be entitled to one and one-half (1½) vote for each Improved Lakefront Lot owned;

Class B. Class B members shall be all owners, excluding Declarant, of Improved Interior Lots, who shall be entitled to one (1) vote for each Improved Interior Lot owned;

Class C. Class C members shall be all owners, excluding Declarant, of Unimproved Lakefront Lots, who shall be entitled to three-quarters (¾) of one vote for each Unimproved Lakefront Lot owned;

Class D. Class D members shall be all owners, excluding Declarant, of Unimproved Interior Lots, who shall be entitled to one-half (½) of one vote for each Unimproved Interior Lot owned; and

Class E. The Class 2 member shall be the Declarant which shall be entitled to cast five (5) votes for each lot (whether an Improved Lot or an Unimproved Lot) owned.

D. The number of directors constituting the initial Board of Directors is three (3) and the names of the directors who will be serving as the initial directors are:

<u>Name</u>	<u>Address</u>
John J. Hanky, Jr.	1516 Cedarbluff Drive Richmond, Virginia 23233
John J. Hanky, III	2325 Singingwoods Lane Richmond, Virginia 23233
Paul A. Marchetti	2329 Crickhollow Court Richmond, Virginia 23233

The initial directors shall serve until the first annual meeting of members of the Association.

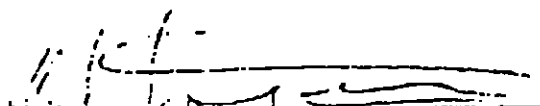
E. During the Declarant Control Period the Declarant shall have the sole and absolute right to appoint, in its sole and absolute discretion, the members of the Board of Directors.

F. The address of the initial registered office is Main Street Centre, 629 East Main Street, 6th Floor, P. O. Box 1-Q, Richmond, Virginia 23202. The name of the City in which the initial registered office is located is the City of Richmond, Virginia. The name of its registered agent is Michael H. Terry who is a resident of Virginia, a member of the Virginia State Bar and whose business office is the same as the registered office of the corporation.

G. The corporation shall exist perpetually.

H. Amendment of these Articles shall require the approval of more than two-thirds (2/3) of the votes entitled to be cast by all of the members of the Association.

Dated: June 27, 1989

  
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Michael H. Terry, Incorporator



BY-LAWS  
OF  
BARRINGTON PROPERTY OWNERS ASSOCIATION, INC.

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BY-LAWS  
OF  
BARRINGTON PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Barrington Property Owners Association, Inc. (the "Association"). The principal office of the corporation shall be initially located at 10 South 6th Street, Suite 202, Richmond, Virginia 23219, but meetings of members and directors may be held at such places within the Commonwealth of Virginia, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. Member. "Member" is defined as any person entitled to membership in the Association, as set forth in the "Declaration". The Declaration is defined as that certain "Amended and Restated Declaration of Covenants, Conditions and Restrictions Applicable to All Property in Barrington" (the "Declaration") which has been recorded in the Clerk's Office of the Circuit Court of the County of Henrico, Virginia, in Deed Book 2189, Page 1354, and all amendments and annexations thereto.

Section 2. Initially Capitalized Words. Certain initially capitalized words or terms not defined in these By-Laws shall have the same meaning as set forth in the Declaration, the terms of which are incorporated herein by this reference.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held in June, 1990. Each subsequent regular annual meeting of the Members shall be held in June of each year thereafter.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of Members who are entitled to cast one fourth (1/4) of all of the votes entitled to be cast by the Members.

Section 3. Notice of Meetings. Except as may otherwise be provided in these By-Laws or in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting. A copy of the notice shall be mailed, postage prepaid, no less than fourteen (14) days and no more than thirty (30) days before such meeting, to each Member entitled to vote thereat, addressed to the Member's address currently appearing on the books of the Association, or supplied in writing by such Member to the Association for the purpose of notice. This notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. A Member may waive notice of any meeting by submitting a signed waiver to the secretary or by attendance at the meeting.

Section 4. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll call and establishment of a quorum;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers and Board of Directors;
- (e) Reports of committees;
- (f) Discussion of budget, when appropriate;
- (g) Election of members of the Board of Directors (when so required);
- (h) Unfinished business; and lastly
- (i) New business.

Section 5. Voting at Meetings. Unless greater than a majority vote is otherwise required by the Virginia Nonstock Corporation Act, the Articles of Incorporation, the Declaration or these By-Laws, the vote, by the Members, of more than fifty percent (50%) of the votes entitled to be cast at a duly convened meeting at which a quorum is present, is required to adopt decisions made at any meeting of the Association.

Section 6. Multiple Votes.

(a) When more than one person holds an interest in property within Barrington: (i) the vote for such property shall be exercised as the co-owners among themselves determine, but no more votes may be cast with respect to such property than have been allocated to such property; (ii) if only one co-owner of property casts the votes allocable to that property, the presiding officer at the meeting at which such vote is to be cast shall deem that the vote allocable to such property is to be cast by such co-owner; and (iii) if the parties together entitled to cast a vote with respect to property in which they hold a co-interest cannot among themselves determine how to exercise such vote, the presiding officer of the meeting at which such vote is to be cast shall disallow the vote with respect to such property.

Section 7. Quorum. At any meeting of Members the presence at the beginning of the meeting whether by proxy or in person, of Members entitled to cast one half (1/2) of the votes entitled to be cast by all of the Members shall constitute a quorum for any action except as otherwise provided in the Virginia Nonstock Corporation Act, the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented. Upon the reconvening of such meeting, the presence at the beginning of the meeting whether by proxy or in person, of Members entitled to cast one third (1/3) of the votes entitled to be cast by all of the Members shall constitute a quorum for any action except as otherwise provided in the Virginia Nonstock Corporation Act, the Articles of Incorporation, the Declaration, or these By-Laws. In determining whether a quorum exists, the presiding officer, if he or she wishes to, shall be entitled to rely upon the representation of the Declarant as to the number of votes it is entitled to at any given time without further inquiry.

Section 8. Proxies. At any meeting of the Association, Members may cast their votes in person or by proxy. All proxies shall be in writing in accordance with the approved form of proxy attached hereto as Exhibit A, and filed with the presiding official of the meeting at which the vote is to be cast. Every proxy shall be revocable and shall automatically terminate (1) upon conveyance by the Member of the property to which the vote pertains, or (2) if the Member giving the proxy personally attends the meeting to which the proxy pertains.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION, REMOVAL AND COMPENSATION

Section 1. Number and Term. The affairs of the Association shall be managed by a Board of Directors. During the Declarant Control Period the Board of Directors shall be comprised of at least two (2) directors but not more than five (5) directors all of whom shall be selected by Declarant, and none of whom need be Members. During the Declarant Control Period, the Declarant shall have the sole and absolute right to appoint, in its sole and absolute discretion, the members of the Board of Directors. Notwithstanding the foregoing, the Declarant may at any time during the Declarant Control Period provide that one or more directors be elected by the Members. The Declarant may also provide that a homeowner's advisory committee be formed, with its members elected by the Members, for the purpose of meeting with and advising the Board of Directors during the Declarant Control

Period. At the first annual meeting after termination of the Declarant Control Period, and at every annual meeting thereafter, the Members shall elect five (5) directors. Additionally, until such time as the Declarant loses its ability to control the ACC, the Board of Directors shall include a sixth director who shall be appointed by the Declarant. Directors shall serve for terms of one (1) year each. Directors' terms of office shall commence on the first day of the fiscal year succeeding the fiscal year in which they were elected. Directors may be elected for an unlimited number of terms.

Section 2. Nomination. After the termination of the Declarant Control Period, nomination for election to the Board of Directors shall be made by a Nominating Committee, except that no nomination shall be required where the members of the Board of Directors select a successor pursuant to Article VI, subsection 1(k) of these Bylaws. Nominations may also be made by Members from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members. The Nominating Committee shall be appointed by the Board of Directors at each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting or until their successors are duly elected, if later, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Removal. After the expiration of the Declarant Control Period, any director may be removed from the Board, with or without cause, by more than fifty percent (50%) of the votes entitled to be cast by all of the Members, and the successor to the director so removed by the Members shall be selected by the Members at the time of such removal. Upon the death, resignation or removal of a director by the Board of Directors as permitted by Article VI, subsection 1(k), a successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association unless such compensation is approved by seventy-five percent (75%)

of the votes entitled to be cast by all of the Members. However, any director may be reimbursed for his actual expenses reasonably incurred in the performance of his duties.

## ARTICLE V

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held as frequently as monthly, or as infrequently as quarterly, at such place and hour as may be fixed from time to time by resolution of the Board of Directors. No other notice shall be required. Should a meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after notice of the meeting is hand delivered or mailed to each director specifying the time and place of the meeting and the business to be transacted thereat. Notice of special meetings may be waived by submitting a signed waiver to the secretary or by attendance at the meeting.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the directors or pursuant to a telephonic meeting, as permitted by Virginia law. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VI

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. In addition to all other powers granted in these By-Laws or in the Declaration, plus all powers conferred by law or inferred from obligations imposed by them, the Board of Directors shall have power to:



(i) Enforce the decisions and regulations of the ACC by any lawful means;

(j) Exercise on behalf of the Association the right to annex real property to the provisions of the Declaration and jurisdiction of the Association as provided in Article X, Section 4 of the Declaration;

(k) Declare the office of a member of the Board of Directors to be vacant if such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(l) Exercise for the Association all powers, duties and authority (i) vested in or delegated to the Association and not reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration, and (ii) vested in or delegated to the Board of Directors by other provisions of these Bylaws, the Articles of Incorporation or the Declaration.

Section 2. Duties. In addition to all other duties imposed by these By-Laws or the Declaration, it shall be the duty of the Board of Directors to:

(a) Cause to be kept a record of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, and at any special meeting;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(i) Fix the amount of the annual assessment, the special assessment to remedy unsightly conditions, and other assessments provided for in the Declaration to every Member subject thereto; and

(ii) Send written notice of each assessment to every Member subject thereto at the Member's record address;

(d) Upon demand by any contract purchaser or contract purchaser's mortgagee, issue, or cause an appropriate officer to issue, a certificate regarding the status of assessments on any Lot as provided in Article VI, Section 10 of the Declaration;

(e) Procure and maintain adequate liability and hazard insurance on property owned or leased by the Association and such other additional coverages as required by the Declaration;

(f) File and adjust all claims arising under such insurance;

(g) Cause all officers or employees having fiscal responsibilities to be bonded, if fidelity bonds are reasonably available;

(h) Appoint members of the ACC as provided in the Declaration and appoint a Nominating Committee, as provided in these By-Laws. The Board of Directors may appoint other committees as it deems appropriate in carrying out its duties;

(i) Enforce the decisions and regulations of the ACC by any lawful means.

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a president, who shall at all times be a member of the Board of Directors, a vice president, a secretary and a treasurer and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors in each fiscal year.

Section 3. Term. The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year or, if later, until their respective successors are elected, unless any shall sooner resign, or shall be removed, or otherwise disqualified to serve. Officers may be reelected for an unlimited number of terms.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require. Each such officer shall hold office for such period, have such authority and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written

notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or, if later, such time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall (i) preside at all meetings of the Board of Directors; (ii) see that orders and resolutions of the Board of Directors are carried out; (iii) sign all leases, mortgages, deeds and other written instruments on behalf of the Association; and (iv) sign on behalf of the Association all promissory notes. In addition, the president shall exercise and discharge such other duties as may be required of him by the Board of Directors and shall have all the rights and duties of a president of a nonstock corporation under the Virginia Nonstock Corporation Act.

(b) Vice President. The vice president shall act in the place and stead of the president upon the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

(c) Secretary. The secretary shall (i) record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; (ii) keep the corporate seal of the Association and affix it on all papers requiring a seal; (iii) serve notice of meetings of the Board of Directors and of the Members, (iv) keep appropriate current records showing the Members together with their addresses; and (v) perform such other duties as required by the Board of Directors.

(d) Treasurer. The treasurer shall (i) receive and deposit in appropriate bank accounts all monies of the Association; (ii) disburse funds of the Association as directed by resolution of the Board of Directors; (iii) sign all checks of the Association; (iv) keep proper books of account; (v) cause an

annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and (vi) prepare a statement of income and expenditures to be presented to the Members at their regular annual meeting, and deliver a copy of such statements to the Members.

## ARTICLE VIII

### LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer, director and committee member of the Association against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which the officer, director or committee member may be made a party by reason of being or having been an officer, director or committee member of the Association regardless of whether he is an officer, director or committee member at the time such expenses are incurred. The officers, directors and committee members of the Association shall not be liable to the Members for any mistake of judgment, negligence, or otherwise, except for their gross negligence or their own individual willful misconduct or bad faith. The officers, directors and committee members of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors or committee members are liable as Members) and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member of the Association, or former officer, director or committee member of the Association, may be entitled.

Section 2. Common or Interested Directors. The Board of Directors shall exercise its powers and fulfill its duties in good faith and with a view to the best interests of the Association. A contract or other transaction between the Association and one or more of its directors, or between the Association and any corporation, firm or association (including the Declarant) in which one or more of the directors of the Association are directors or officers or are pecuniarily or otherwise interested, shall not be void or voidable because such director or directors are present or vote at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract

or transaction, provided that any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or noted in the minutes and a majority of the noninterested members of the Board of Directors authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the Members, or a majority thereof, and a majority of the Members, without including the vote of any interested director, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The cost of any services or goods contracted for is competitive with the cost of like services or goods provided by other reputable companies offering such services or goods in the Richmond, Virginia metropolitan area; or

(d) The contract or transaction is commercially fair and reasonable for the Association at the time it is authorized, ratified, approved or executed.

A common or interested Director may be counted in determining the presence of a quorum of any meeting of the Members of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction between the Association and the common or interested Director and may vote thereat to authorize any contract or transaction subject to this Section.

Section 3. Exculpation of the Association. The Association shall not be liable for injury or damage to any person or property caused by the elements or by any Member, or any other person, or resulting from electricity or water, snow or ice upon or which may leak or flow from any portion of any Common Area or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles from any part of the Common Area. No diminution or abatement of any assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to any Common Area or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

## ARTICLE IX

### MANAGEMENT AGENT AND EMPLOYEES

The Board of Directors may in its sole discretion engage a management company to act as its agent, or may hire an employee or employees, in carrying out some or all of the duties set forth in the Declaration or these By-Laws, including the collection and enforcement of assessments, and such other duties which are regular and prudent to delegate to a management agent. All agreements with a management company or agent shall be written, shall be for terms not exceeding two (2) years, shall be terminable by the Association with or without cause upon ninety (90) days notice and shall contain adequate provisions indemnifying the Association for any wrongful acts of the management agent.

## ARTICLE X

### ENFORCEMENT

Section 1. Fines. The Board of Directors shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Member, and to suspend a Member's right to vote for violation of any duty imposed under the Declaration, these By-Laws, the ACC Standards, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Member's property. If any occupant of property within Barrington violates the Declaration, these By-Laws, the ACC Standards or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant. If the occupant fails to pay the fine within the time period set by the Board of Directors, then the Member shall pay the fine upon notice from the Association. The failure of the Board of Directors to enforce any provision of the Declaration, By-Laws, ACC Standards or any rule or regulation shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

(a) Notice. Prior to the imposition of any sanction hereunder, the Board of Directors or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) the time, place and location of a hearing before the Board of Directors or tribunal appointed by the Board of Directors at which the violator shall be given an opportunity to be heard, which hearing shall be held not sooner than fourteen (14) days after the giving of such notice. Such notice shall be deemed given upon delivery by hand or when mailed by registered or certified mail, return receipt requested, to the violator at the address of record with the Association.

(b) Hearing. The hearing shall be held before the Board of Directors, or a tribunal appointed by the Board of Directors, affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction imposed hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Such suspension shall not constitute a waiver of the right to impose sanctions as a result of future violations of the same or other provisions and rules by any party.

Section 2. Additional Enforcement Rights. The Declarant during the Declarant Control Period and the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration or these By-Laws. Failure by the Declarant or the Association to enforce any covenant or restriction shall not be construed or deemed a waiver of the right to do so thereafter. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Member or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees, actually incurred.

## ARTICLE XI

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Member at the principal office of the Association. Additionally, the Declaration, the Articles of Incorporation and these By-Laws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XII

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "Barrington Property Owners Association, Inc." (or an abbreviation thereof).

## ARTICLE XIII

### AMENDMENTS AND CONFLICTS

Section 1. Amendment by Members. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of more than two-thirds (2/3) of the votes entitled to be cast by the Members present at the meeting, a quorum being present.

Section 2. Conflicts. If there is any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and if there is any conflict between the Declaration and these By-Laws, the Declaration shall control.

## ARTICLE XIV

### FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st of December of every year, except that the first fiscal year shall begin on the date of incorporation.

## ARTICLE XV

### INTERPRETATION

These Bylaws shall be governed and construed in accordance with the Laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, we, being all of the directors of Barrington Property Owners Association, Inc., have hereunto set our hands this 28th day of July, 1989.

  
JOHN J. HANKY, JR.



*J. Hanky*

JOHN J. HANKY, III

*Paul A Marchetti*

PAUL A. MARCHETTI

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of Barrington Property Owners Association, Inc., a Virginia nonstock corporation; and

That the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted by unanimous written consent of the Board of Directors thereof dated the 28<sup>th</sup> day of July, 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this 28<sup>th</sup> day of July, 1989.

Sharon L. Lindley  
Sharon L. Lindley, Secretary

EXHIBIT A

PROXY

As Owner of \_\_\_\_\_ (Lot \_\_\_\_, Section \_\_\_\_)  
\_\_\_\_\_  
(address)

and Member of the Barrington Property Owners Association, Inc. (the  
"Association"), I hereby appoint and authorize \_\_\_\_\_  
\_\_\_\_\_  
(name)

as my proxy, for and in my name, with full power of substitution,  
and with all powers I would possess if personally present to attend  
the meeting of the \_\_\_\_\_, to be held on \_\_\_\_\_, 19\_\_\_\_,  
and I authorize \_\_\_\_\_ to cast my vote or votes  
\_\_\_\_\_  
(name)

at such meeting and at any adjournments thereof.

1. (List of topics)
- 2.
- 3.

WITNESS the following signatures this \_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

WITNESS

\_\_\_\_\_  
\_\_\_\_\_  
Address

All owners of a Lot must sign this Proxy if a party who does not own the Lot acts as proxy hereunder; i.e., both spouses must sign this Proxy if they jointly own the Lot and a third party acts as proxy hereunder. This Proxy cannot be revoked except (1) by actual written notice from the above Owner to the person presiding over the above-described meeting; (2) upon conveyance by the Owner of the property to which the vote pertains; or (3) if the Owner giving the proxy personally attends the meeting to which the proxy pertains. This Proxy shall be void if not properly dated and executed and signed by a witness setting forth the name and address of such witness. This Proxy shall terminate upon adjournment of the above-described meeting.

**AMENDMENT TO THE BYLAWS  
BARRINGTON PROPERTY OWNERS ASSOCIATION, INC.**

THESE AMENDMENTS to the Bylaws of Barrington Property Owners Association (“Bylaws”) are made this fourth (4<sup>th</sup>) day of December, 2006, by the members of the Barrington Property Owners Association, Inc. (hereafter “Association”)

**WITNESSETH**

WHEREAS, the Bylaws for the Association were duly adopted by its Board of Directors on July 28, 1989;

WHEREAS, Article XIII, Section 1 of the Bylaws, provides that the Bylaws may be amended at a regular or special meeting of the Association’s Members by a vote of more than two-thirds (2/3) of the votes entitled to be cast by the Members present at the meeting, a quorum being present.

WHEREAS, the duly noticed annual meeting of the Association was held on December 4, 2006;

WHEREAS, notice of these proposed Amendments to the Bylaws were contained in the notice to the Members of the December 4, 2006 annual meeting;

WHEREAS, a quorum was established at the December 4, 2006 annual meeting and over 66.66% of those present, in person or by proxy, voted in the affirmative to approve each of these proposed Amendments to the Bylaws; and

NOW, THEREFORE, for and in consideration of the foregoing, the Bylaws of the Barrington Property Owners Association, Inc. are hereby amended as follows:

1. Article III, Section 1 of the Bylaws is amended so that the amended version of Article III, Section 1 of the Bylaws, in its entirety, provides as follows:

**Section 1. Annual Meetings.** *The first annual meeting of the Members shall be held in June, 1990. Each subsequent regular annual meeting of the Members shall be held at a date and time set by the Board of Directors.*

2. Article III, Section 7 of the Bylaws is amended so that the amended version of Article III, Section 7 of the Bylaws, in its entirety, provides as follows:

**Section 7. Quorum.** *The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifteen percent (15%) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.*

3. Article III, Section 8 of the Bylaws is amended so that the amended version of Article III, Section 8 of the Bylaws, in its entirety, provides as follows:

**Section 8.** **Proxies.** *At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, signed by the Member, dated, and filed with the presiding official prior to the opening of the meeting for which it is to be used. Every proxy shall be revocable and shall automatically terminate (1) upon conveyance by the Member of the property to which the vote pertains; or (2) if the Member giving the proxy personally attends the meeting to which the proxy pertains.*

4. Article IV, Section 1 of the Bylaws is amended so that the amended version of Article IV, Section 1 of the Bylaws, in its entirety, provides as follows:

**Section 1.** **Number and Term.** *The affairs of the Association shall be managed by a Board of Directors consisting of five (5) directors elected by the Members of the Association. Directors shall serve for terms of one (1) year each. Directors' terms of office shall commence on the first day of the fiscal year succeeding the fiscal year in which they were elected. Directors may be elected for an unlimited number of terms.*

5. Article IV, Section 2 of the Bylaws is amended so that the amended version of Article IV, Section 2 of the Bylaws, in its entirety, provides as follows:

**Section 2.** **Nomination.** *Nomination for election to the Board of Directors shall be made by a Nominating Committee, except that no nomination shall be required where the members of the Board of Directors select a successor pursuant to Article VI, subsection 1(k) of these Bylaws. Nominations may also be made by Members from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members. The Nominating Committee shall be appointed by the Board of Directors at each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting or until their successors are duly elected, if later, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.*

6. Article IV, Section 4 of the Bylaws is amended so that the amended version of Article IV, Section 4 of the Bylaws, in its entirety, provides as follows:

**Section 4.** **Removal.** *Any director may be removed from the Board, with or without cause, by more than fifty percent (50%) of the votes entitled to be cast by all of the Members, and the successor to the director so removed by the Members shall be selected by the Members at the time of such removal. Upon the death, resignation or removal of a director by the Board of Directors as permitted by Article VI, subsection 1(k), a successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.*

7. Article X, Section 2 of the Bylaws is amended so that the amended version of Article X, Section 2 of the Bylaws, in its entirety, provides as follows:

**Section 2. Additional Enforcement Rights.** *The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration or these By-Laws. Failure by the Association to enforce any covenant or restriction shall not be construed or deemed a waiver of the right to do so thereafter. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Member or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees, actually incurred.*

In all other respects, the Bylaws remain unchanged and are in full force and effect, and these Amendments shall be effective as of the date of their adoption, December 4, 2006.

12546

BOOK 2189 PAGE 135.1

AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
APPLICABLE TO ALL PROPERTY IN  
BARRINGTON

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EXHIBIT "A" - BARRINGTON

EXHIBIT "B" - ADDITIONAL PROPERTY

BOOK 2150-Page 1358

AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
APPLICABLE TO ALL PROPERTY IN BARRINGTON

THIS DECLARATION is made on the date hereinafter set forth by BARRINGTON DEVELOPMENT, INC., a Virginia corporation, hereinafter referred to as "Declarant"; DOMINION BANK OF RICHMOND, NATIONAL ASSOCIATION, hereinafter referred to as "Dominion"; and JAMES L. GILL and ROBERT A. COX, JR., either of whom may act, referred to herein as "Trustees".

RECITALS

A. Declarant is the owner and/or developer of certain property in the County of Henrico, Virginia, as more commonly known as "Barrington".

B. Declarant desires to create a uniform general plan of development for Barrington, which will be aesthetically pleasing to the Owners, and which will foster a peaceful residential lifestyle, regulate the use of the Lake, Dam and other Common Areas of the Association, and preserve the attractiveness of Barrington.

C. In order to protect the value and desirability of Barrington and promote the purposes of this Declaration, the Declarant desires to impose certain restrictive covenants, conditions, easements, charges, assessments and affirmative obligations and liens as hereinafter set forth.

D. Dominion is the beneficiary under two (2) deeds of trust dated March 15, 1989 from Declarant to the Trustees, and recorded in Deed Book 2179, Page 1409, and Deed Book 2179, Page 1438 (the "Deeds of Trust").

DECLARATION

Declarant hereby declares that all of the property described on EXHIBIT "A" hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Additional Property" shall mean and refer to the real property described on EXHIBIT "B" attached hereto.

Section 2. "ACC" shall mean and refer to an architectural control committee consisting of at least two (2) but not more than five (5) members appointed by the Declarant until such time that one hundred percent (100%) of the property in Barrington has been fully developed, improved and conveyed to purchasers in the ordinary course of development and sale. Declarant shall surrender this right prior to such time only by a written statement in recordable form evidencing such surrender. Thereafter, the Board of Directors shall appoint the members of the ACC. This Section shall not be amended or rescinded except with the prior written consent of Declarant. The ACC shall act by majority vote of those members present at any meeting at which a quorum is present at the commencement and pursuant to such rules and regulations as it shall from time to time adopt for the conduct of its business.

Section 3. "Association" shall mean and refer to the Barrington Homeowners Association, Inc., a Virginia nonstock corporation, its successors and assigns.

Section 4. "Barrington" shall mean and refer to that certain real property described on EXHIBIT "A" hereto, and any additions which are annexed thereto pursuant to Article XI, Section 4 of this Declaration.

Section 5. "Board of Directors" shall mean and refer to the Board of Directors of the Association which shall be appointed by Declarant during the Declarant Control Period. Thereafter, the Owners shall elect the Board of Directors as provided in the By-laws.

Section 6. "Bridge" shall mean and refer to the bridge located at the entranceway to Barrington on Barrington Bridge Place near the intersection of Barrington Bridge Place and Church Road which Bridge has or will be dedicated to the County of Henrico; provided, however, that the Association shall maintain the brick veneer of the Bridge in perpetuity.

Section 7. "Bylaws" shall mean and refer to the Bylaws of the Association, as adopted by the Association and amended from time to time.

Section 8. "Clerk's Office" shall mean and refer to the Clerk's Office of the Circuit Court of the County of Henrico, Virginia, or any successor depository of public records wherein documents must be recorded to impart record or constructive notice.

Section 9. "Common Area" shall mean and refer to all real property owned or to be owned by the Association for the common use and enjoyment of the Owners. Common Area shall consist of all property conveyed to the Association which is designated or

described as Common Area and shall include all property shown on any subdivision plat, any plat attached to a deed of conveyance from the Declarant or otherwise recorded by the Declarant in the Clerk's Office, which is designated as Common Area. The Lake and Dam shall be Common Area. Each portion of Common Area shall be deemed to have been created as Common Area on the date that the plat first depicting and describing such portion as Common Area is recorded in the Clerk's Office. Any portion of Common Area may be conveyed by the Declarant to the Association at any time after or contemporaneously with its creation, and the Association shall be bound to accept any property conveyed to it by the Declarant as Common Area. Common Area shall also include any easements conveyed to the Association for any landscaping, irrigation and/or lighting for one or more entranceways to Barrington.

Section 10. "Dam" shall mean and refer to the barrier constructed by Declarant near the southern end of the Lake for the purpose of containing water in the Lake.

Section 11. "Declarant" shall mean and refer to Barrington Development, Inc., a Virginia corporation or any affiliate of Barrington Development, Inc., owning or hereafter acquiring any portion of Barrington, including Canal Square Corporation, a Virginia corporation, and the JJH Corporation, a Virginia corporation. Declarant may designate a successor declarant or declarants to take and hold some or all of its respective rights, powers, privileges and obligations as Declarant under this Declaration, by written instrument recorded in the Clerk's Office.

Section 12. "Declarant Control Period" shall be the period beginning upon the recordation hereof and ending on the earlier of (a) eight (8) years thereafter, (b) the sale of eighty percent (80%) of the Lots (including any Lots annexed after the date hereof pursuant to Article X, Section 4 of this Declaration) to parties other than the Declarant or builders holding title solely for the purpose of constructing residences thereon and resale, or (c) at such earlier time as Declarant may elect by delivering to the Association a written instrument in recordable form evidencing such intent.

Section 13. "Declarant's Utility Rights" shall mean and refer to the following:

(a) the exclusive, alienable and assignable powers, rights, privileges, easements and licenses hereby reserved to go on, over, under and upon every portion of the Common Area and the Additional Property except those portions upon which structures have been erected, to lay, erect, implant, construct, maintain, extend, replace, use and repair electric, television and telephone poles, wires, cables, and conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and

use of electricity, telephone equipment, gas, water, sewer, drainage and other public and private conveniences and utilities, including the right to locate, construct, maintain, use and repair wells, pumping stations and water pressure regulating vaults. These rights shall include the right to cut any trees, bushes or shrubbery, and the right to make any gradings of the soil or take any similar action reasonably necessary to provide and extend economical and safe installation and maintain reasonable standards of health, safety and appearance; and

(b) the exclusive and alienable right to sell, grant and convey or dedicate storm drainage and run-off retention rights to and in the Lake to owners of land adjacent to or near Barrington to the extent permitted, and pursuant to any conditions imposed by the County of Henrico, Virginia, as well as roadway and other means of vehicular and pedestrian ingress and egress throughout Barrington; and

(c) all other rights reserved herein or in any subdivision plat or other easement agreement.

The Declarant's Utility Rights shall continue to remain vested exclusively in the Declarant even after such time as the Declarant has conveyed some or all of its other rights, title and interest in and to the Lots and all other portions of Barrington, unless specifically assigned or conveyed as provided herein.

Section 14. "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions Applicable to All Property in Barrington, as amended from time to time.

Section 15. "Improved Lot" shall mean and refer to any Lot which has all of the following characteristics:

(a) a residence approved by the ACC has been constructed thereon;

(b) either a permanent or temporary certificate of occupancy has been issued for the residence constructed thereon or one (1) year shall have passed from the date of issuance of a building permit for such residence; and

(c) the Lot has been conveyed to a purchaser for residential use.

Section 16. "Interior Lot" shall mean and refer to any lot depicted on any subdivision plat approved by the County of Henrico, Virginia, and recorded in the Clerk's Office which effects a subdivision of any land within Barrington, which lot is not contiguous with the Lake for any portion of such lot's

boundaries and upon which a single-family detached residence may be constructed.

Section 17. "Lake" is defined as the area within the Additional Property which the Declarant contemplates developing as a lake for drainage, aesthetic and recreational purposes. The boundary description and minimum area of the Lake shall be determined by the contour line used to describe the Lake on a plat depicting the Lake attached to a deed to the Association or a Declaration of Annexation; however, such boundary is subject to being increased as the mean high water mark may rise from time to time. Any drainage or decrease in the mean high water mark of the Lake shall not affect the boundary of the Lake. Nothing in this Declaration shall be construed as imposing any obligation upon the Declarant to develop or maintain such area as a Lake.

Section 18. "Lakefront Lot" shall mean and refer to any lot depicted on any subdivision plat approved by the County of Henrico, Virginia, and recorded in the Clerk's Office which effects a subdivision of any land within Barrington, which lot is contiguous with the Lake for any portion of such lot's respective boundaries and upon which a single-family detached residence may be constructed.

Section 19. "Lot" shall mean and refer to any Lakefront Lot or Interior Lot. The definition of "Lot" shall not include any area depicted or described on any subdivision plat as common area.

Section 20. "Owner" shall mean and refer to the record owner (including Declarant), whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 21. "Unimproved Lot" shall mean and refer to any Lot which is not an Improved Lot.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees and to establish rules and regulations for the use of any recreational facility from time to time situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use the Common Area by an Owner after notice and opportunity for a hearing for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association, subject to the Declarant's Utility Rights, to dedicate or transfer all or any part of the Common Area, including, but not limited to, the Lake or Dam, to any public agency, authority, or utility for such purposes and subject to such conditions as may be imposed by law (including, without limitation, the Zoning Ordinance of Henrico County, Virginia) or provided in the Articles of Incorporation of the Association or agreed to by the Owners and Declarant. No such dedication or transfer shall be effective unless approved by more than two-thirds (2/3) of the votes entitled to be cast by all of the Owners.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area to the members of his family and their guests, tenants, or contract purchasers who reside on the Lot.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner of a Lot shall be a member of the Association. The foregoing does not 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.

Section 2. Voting Rights. The Association shall have five (5) classes of voting membership:

Class A. Class A members shall be all Owners, excluding Declarant, of Improved Lakefront Lots. The Owner of each Improved Lakefront Lot shall be entitled to cast one and one-half (1½) votes for each Improved Lakefront Lot owned.

Class B. Class B members shall be all Owners, excluding Declarant, of Improved Interior Lots. The Owner of each Improved Interior Lot shall be entitled to cast one (1) vote for each Improved Interior Lot owned.

Class C. Class C members shall be all Owners, excluding Declarant, of Unimproved Lakefront Lots. The Owner of each Unimproved Lot shall be entitled to cast three-quarters (¾) of one vote for each Unimproved Lakefront Lot owned.



Class D. Class D members shall be all Owners, excluding Declarant, of Unimproved Interior Lots. The Owner of each Unimproved Interior Lot shall be entitled to cast one-half ( $\frac{1}{2}$ ) of one vote for each Unimproved Interior Lot owned.

Class E. Class E members shall be the Declarant which shall be entitled to cast five (5) votes for each Lot (whether an Improved Lot or an Unimproved Lot) within Barrington owned by it.

Section 3. Election of New Board of Directors. During the Declarant Control Period, the Declarant shall have the sole and absolute right to appoint the members of the Board of Directors. Upon the expiration of the Declarant's Control Period, the Owners shall be entitled to elect a new board of directors of the Association, as provided in the Bylaws.

#### ARTICLE IV COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot located within Barrington, hereby covenants, and each Owner 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, (2) special assessments for capital improvements, and (3) special assessments to remedy unsightly conditions. Such assessments are to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs of collection, 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, inferior in lien and dignity only to taxes and bona fide duly recorded first deeds of trust on each Lot. Each such assessment, together with interest, costs of collection, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title, provided such successors, or any one of them, were not originally liable for such assessments, unless expressly assumed by such successors.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of Barrington and the establishment of reserves therefore including by way of example, and without limitation:

(a) the improvement, reconstruction, maintenance and repair of the Common Area, including the maintenance of any planting strips or landscaped areas (including lighting and/or

irrigation systems and the cost of supplying utilities for the same) created by the Association at the intersection of Barrington Bridge Place and Church Road or any other entrance or access way to Barrington;

(b) the payment of any real and personal property taxes and other charges assessed against the Common Area and against equipment and other personal property which may be owned by the Association;

(c) the maintenance of all private roadways located in Barrington, if any, including filling and repair work, cleaning, and snow and ice removal;

(d) implementing and maintaining security measures and precautions including, but not limited to, a gatehouse at the entrance way or ways to Barrington and retaining a security guard or guards, walls and fencing, floodlighting, alarm systems and such other measures as either Declarant, during the Declarant Control Period, or thereafter the Association, deems desirable or prudent; provided, however, that Declarant shall in no way be required or obligated to perform any of the foregoing;

(e) the payment of (i) salaries and benefits of all employees, including maintenance and management personnel, and others employed in connection with carrying out the Association's duties, responsibilities and rights under this Declaration (including any legal and accounting fees and expenses) and (ii) any expenses for printing, mailing and office supplies incurred in carrying out such duties, responsibilities and rights;

(f) the maintenance of a policy or policies of insurance, insuring the Declarant, the Association and its employees, if any, its agents and others as determined by the Declarant during the Declarant Control Period, in its sole discretion, or otherwise by the Board of Directors, in its sole discretion;

(g) the maintenance of the brick veneer of the Bridge, including any costs or expenses arising from any indemnity bond or other assurance required by the County of Henrico to ensure the Association's fulfillment of its obligation to maintain such veneer pursuant to any agreement or contract between Declarant and the County of Henrico for such maintenance; and

(h) the maintenance of the Lake and Dam, including, but not limited to the cost of insuring the Dam against casualties as either Declarant, during the Declarant Control Period, or thereafter the Association, or the County of Henrico at any time, deems desirable or prudent.

Section 3. Non-Payment and Remedies. Any assessment or installment thereof, not paid within thirty (30) days after the date upon which it is due shall accrue interest at the highest rate permitted by law. If an Owner is more than forty (40) days delinquent in the payment of any installment of any assessment contemplated by this Declaration, the Board of Directors may (a) declare the entire unpaid balance of the assessment due and payable; and (b) bring or direct the president of the Association to bring an action at law, on behalf of the Association, against the Owner personally obligated to pay the same and/or foreclose the lien against the Owner's property to which it attaches. The Association shall be entitled to collect all fees and costs of collection, including attorneys' fees, and every Owner by accepting a deed to property in Barrington, whether expressed therein or not, covenants and agrees to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or the abandonment of his Lot or Lots.

Section 4. Determination of Annual Assessment.

(a) The initial annual assessment shall be fixed by the Declarant and approved by the Board of Directors.

(b) The annual assessment subsequent to the initial annual assessment shall be fixed by the Board of Directors in accordance with a budget prepared and approved by the Board of Directors.

(c) All annual assessments which are less than ten percent (10%) greater than the previous year's annual assessment shall be fixed by the Board of Directors without submission of the same to the Owners for approval. Any budget and resulting annual assessment approved by the Board of Directors which is more than ten percent (10%) greater than the previous year's annual assessment must be presented to the Owners at the annual meeting of the Association preceding the fiscal year in which such assessment shall go into effect. The annual assessment described in the preceding sentence shall automatically go into effect the first day of the succeeding fiscal year unless disapproved by more than two-thirds (2/3) of the votes entitled to be cast by the Owners. Upon such disapproval, the Board of Directors shall promptly meet to establish a revised budget and assessment and shall submit the same to a special meeting of the Association. The revised budget and assessment approved by the Board of Directors shall go into effect as of the first day of the fiscal year unless again disapproved by more than two-thirds (2/3) of the votes entitled to be cast by the Owners. If for any reason the Association does not approve a budget and assessment for a fiscal year prior to commencement of the fiscal year, the budget and assessment for the preceding fiscal year,

automatically increased by ten percent (10%), shall remain in effect until a new budget and assessment have been approved.

Section 5. Date of Commencement of Annual Assessment and Due Dates. Prior to the commencement of annual assessments, all costs incurred in connection with the maintenance of the Common Area and Bridge shall be borne by Declarant. The initial annual assessment shall commence as to all Lots on the later to occur of (i) sixty (60) days after the date upon which seventy-five percent (75%) of the Lots are developed and sold or (ii) January 1, 1992. The initial annual assessment shall be adjusted pro rata according to the number of months remaining in the fiscal year. Written notice of each annual assessment shall be sent to all Owners subject thereto within thirty (30) days after approval by the Board of Directors. Annual assessments shall be paid in equal monthly, quarterly, semi-annual or annual installments as determined by the Board of Directors in their sole discretion. The first installment of each annual assessment subsequent to the initial annual assessment shall be due on the first day of the first month of the fiscal year.

Section 6. Rate of Assessment. The amount of the annual assessment and any special assessment for capital improvements shall be determined by multiplying the total amount of the assessment to be imposed by a fraction, the numerator of which shall be the "assessment unit" applicable to the particular property assessed and the denominator of which shall be the aggregate number of assessment units applicable to all property within Barrington, set forth as follows:

(a) Each Improved Lakefront Lot shall have an assessment unit of one and one-half (1.5);

(b) Each Improved Interior Lot shall have an assessment unit of one (1);

(c) Each Unimproved Lakefront Lot shall have an assessment unit of three-quarters (.75); and

(d) Each Unimproved Interior Lot shall have an assessment unit of one-half (.50).

Section 7. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement of the Common Area or a capital improvement located upon the Common Area, including fixtures and personal property related thereto, including, without limitation, the construction, reconstruction, repair or replacement of the Lake, Dam or the brick veneer of the

Bridge. A special assessment may be made without the approval of the Owners to the extent that the amount of any special assessment payable in one (1) year does not exceed ten percent (10%) of the regular annual assessment for the same year. Any special assessments, the payment of which exceeds such amount, whether singularly or when combined with prior special assessments due in the same fiscal year, must have the approval of two-thirds (2/3) of the votes entitled to be cast by the Owners at a special meeting duly called for this purpose. Notwithstanding anything to the contrary contained in this Section, no approval of Owners shall be required to the extent such special assessment is for the maintenance or repair of the Bridge, Lake or Dam and required in order to comply with applicable governmental requirements.

Section 8. Notice and Quorum for Any Action Authorized Under Section 7. Written notice of any meeting called for the purpose of taking any action authorized under Section 7 of this Article IV shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all the votes entitled to be cast by the Owners shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Special Assessments to Remedy Unsightly Conditions.

(a) Owner's Duty to Maintain. Each Owner covenants to the Declarant, the Association and to every other Owner to maintain the real property owned by the Owner, and the structures located thereon, in an attractive, neat, sightly and first-class appearance and condition. To that end, each Owner shall regularly and properly effect the following to and on his property:

(i) the cleaning, painting, and general maintenance of the exterior of the residence and every other building on the property;

(ii) the repair and replacement of roofs, gutters, downspouts, exterior building surfaces, and exterior glass surfaces of the residence and every other building on the property;

(iii) the maintenance, repair and cleaning of all fences (if fences are permitted by the ACC) walks, curbs, stoops and steps on the property;

(iv) the maintenance, including cutting, pruning, feeding, watering and, if necessary and permitted by the ACC, the removal of shrubs, grass and other landscaping items on the property;

(v) the completion of the residence and any other improvements thereon within one (1) year from the issuance of a building permit therefor; and

(vi) the compliance with any guidelines, rules or regulations including, without limitation, the ACC Standards, duly adopted by the ACC in accordance with this Declaration for the purpose of effecting an attractive, neat, sightly and first-class appearance and condition in Barrington.

(b) Enforcement and Lien. If it is determined by the Board of Directors in their sole discretion that an Owner is failing to comply with the preceding subsection (a), the Board of Directors shall give such Owner written notice stating the nature of such Owner's failure and stating that the Board of Directors shall take such action as it deems necessary in its sole discretion to remedy such failure to comply if (i) such failure to comply is not remedied within ten (10) days or (ii) if such failure is not reasonably remediable within such ten (10) day period, then if remedial action is not commenced within such ten (10) day period and completed within forty-five (45) days after the giving of such notice. If such remedial action is not completed or commenced within the period set forth above, as determined by the Board of Directors in its sole discretion, the Board of Directors shall take such actions as are necessary to remedy the Owner's failure to comply with subsection (a) above. The Board of Directors, its employees, agents and contractors retained for such purpose, shall have the right, without notice to the Owner, to enter the Owner's property to effect such repair, clearing, painting, maintenance, replacement, construction, and any other actions as the Board of Directors deems necessary to remedy such Owner's failure to comply with the covenants set forth in subsection (a) above, including, but not limited to, (i) the right to complete or partially complete construction of an uncompleted residence or other improvement or demolish same, as determined by the Board of Directors in its sole discretion; (ii) install security measures to prevent access to the property by unauthorized parties; (iii) petition the Commonwealth of Virginia or any agency, political subdivision or delegate of the Commonwealth of Virginia to exercise its power of condemnation against the property for the failure of the property to comply with safety, health and/or building standards; (iv) seek and obtain an injunction to specifically enforce the aforementioned covenants. The cost of all such actions effected by the Board of Directors in accordance with this Section to remedy an Owner's failure to comply with subsection (a) above shall be charged directly to the

Owner as a special assessment to remedy unsightly conditions, and shall be due and payable in full within thirty (30) days after the date that notice of the assessment is given. The Board of Directors may enforce the collection of such assessment against the Owner personally and/or by foreclosing the lien created in Section 1 of this Article IV for the same. Such costs shall include, without limitation, attorneys' fees and expenses, and, in the event the Board of Directors deems it desirable, in its sole discretion, to borrow money for such remedial action, the amount of such loan, and any interest and loan fees.

Section 10. Certificates Regarding Status of Assessments. The Association shall, upon demand by a contract purchaser or a mortgagee of property in which it has a legal interest, and for a reasonable fee established by the Board of Directors for each such certificate, furnish a certificate signed by an officer of the Association setting forth (a) the amount of the current annual assessment on the property; (b) the amount of any special assessment on the property; (c) whether such assessments have been paid; and (d) whether the Owner of the property is in default in the performance of any other obligation to the Association. Such certificate shall be binding upon the Association as of the date of its issuance as to such contract purchaser or mortgagee unless the contract purchaser or mortgagee had actual knowledge that the contents of the certificate were in error. An error made by the Association in preparing or delivering such certificate shall not estop the Association as to the Owner or preclude the exercise of any right or remedy against the Owner.

Section 11. Costs Borne Directly by Owner. If the need for maintenance or repair required by this Article is caused by the willful or negligent act or omission of an Owner, his family, employees, tenants, agents, guests, permittees, or invitees, as determined by the Board of Directors after giving the Owner notice and opportunity to respond to the Board of Directors, the cost of such maintenance or repair shall be charged directly to such Owner and added to and become a part of the assessment to which such Owner's Lot is subject.

## ARTICLE V INSURANCE AND CASUALTY

Section 1. Insurance with Respect to Common Area. Premiums for all insurance on the Common Area, including, but not limited to, the Lake and Dam, shall be common expenses of the Association and shall be included in the annual assessment. The Association shall obtain and maintain all-risk coverage or fire and extended coverage for all insurable improvements on the Common Area. Such insurance shall be in an amount equal to one hundred percent (100%) of the replacement value of any repair or reconstruction in the event of damages or destruction from any insured hazard.

The Association shall also obtain a public liability policy covering the Association and all Owners for all damage or injury caused by the negligence of the Association or any of its agents or Owners. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) per person limit for bodily injury and property damage, a Three Million Dollar (\$3,000,000.00) limit per occurrence and a Five Hundred Thousand Dollar (\$500,000.00) minimum property damage limit.

Section 2. Requirement for Policies. The insurance coverages required pursuant to this Article shall include the following terms or provisions in addition to such other terms and provisions as the Board of Directors may deem reasonable:

(a) All of the insurance coverage obtained by the Board of Directors shall be written in the name of the Association for itself and as trustee for the Owners;

(b) All policies shall be written with a company licensed to do business in Virginia with a rating of A or better and assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or if not available, the most nearly equivalent rating;

(c) The Board of Directors shall have exclusive authority to adjust losses under policies obtained by the Association;

(d) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners;

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the County of Henrico, Virginia area.

Section 3. Additional Coverages. In addition to the other coverages required by this Article, the Association shall obtain, as a common expense, (a) worker's compensation insurance, if required by law; (b) directors' and officers' liability insurance, if reasonably available, (c) fidelity bonds on directors, officers, agents and employees responsible for the Association's funds, if reasonably available, (d) flood insurance, if required, and (e) such coverage as may be required by the County of Henrico for loss to the Dam or any mechanical systems which are a part of or used in connection with the Dam or if such insurance is not required, a policy of hazard insurance on the Dam in an amount sufficient to provide funds for the reconstruction, maintenance



and repair of the Dam in the event of an insured casualty, is deemed desirable by the Board of Directors.

Section 4. Individual Insurance. Each Owner covenants and agrees that upon any partial loss or damage and destruction resulting in less than total destruction of structures upon the Owner's property, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original plans and specifications for such structure as approved in accordance with this Declaration. If the structure is totally destroyed (excluding the foundation) the Owner may choose not to rebuild in which case the Owner shall clear the property of all debris and return it to substantially the same condition in which it existed prior to the construction of the damaged structure. Thereafter, the Owner shall maintain the property in a neat and attractive condition consistent with the ACC Standards.

Section 5. Damage and Destruction.

(a) In the event of damage or destruction to the Common Area including, but not limited to, the Dam, the Board of Directors shall promptly solicit bids for the repair and reconstruction of the damaged or destroyed property. Thereafter, the Board of Directors shall take such action as is necessary to have such damage repaired or such destroyed property reconstructed or replaced. If such Common Area is not to be repaired pursuant to this subsection, such Common Area shall be restored to its natural state and maintained by the Association in a neat and attractive condition consistent with the ACC Standards.

(b) Notwithstanding subsection (a), the Owners entitled to cast seventy-five percent (75%) of the votes entitled to be cast by all Owners may decide at a meeting held for this purpose, not to reconstruct or repair such Common Area. Such meeting shall be held within forty-five (45) days after the later of (i) the casualty or damage occurs, or (ii) the date on which, in the sole discretion of the Board of Directors, reliable and detailed estimates of such repair or reconstruction are made available to the Association.

(c) Notwithstanding subsection (b), the Association shall repair or reconstruct the Dam or the brick veneer of the Bridge as required by the County of Henrico pursuant to any contracts or agreements between the County of Henrico and the Declarant and/or the Association.

(d) If the insurance proceeds for casualty or destruction to the Common Area are insufficient to repair or reconstruct the same, the Board of Directors shall levy a special assessment without the approval of Owners being required, for the purpose of defraying the excess costs of such repair or reconstruction.

ARTICLE VI  
ARCHITECTURAL CONTROL

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Section 1. ACC Approval. No improvements, alterations, repairs, changes in color, excavations, changes in grade, major landscaping or other work which in any way alters the exterior appearance of any Lot or the exterior of any improvement located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner (including clearance of trees and vegetation), shall be made or done until the construction schedule, proposed offering price, plans, specifications, working drawings, landscaping plan, and proposals for the same showing the nature, kind, shape, size, elevations, type, color, materials and location of the residence and all other improvements to be on the Lot, including, without limitation, all walks, drives, tool sheds, pools, recreational facilities, tennis courts, exterior lighting, fencing, screening, retaining walls, decks, and mailboxes (the "Plans and Specifications") shall have been submitted to and approved in writing by the ACC as to harmony of external design and location in relation to surrounding structures and topography. If the ACC fails to approve or disapprove the Plans and Specifications within thirty (30) days after the Plans and Specifications have been received by it, approval will not be required and the Owner will be deemed to have complied fully with this Section.

Section 2. ACC Standards. The ACC shall prepare and promulgate the "ACC Standards" which shall include the ACC's submission and review procedure, design and development guidelines, restrictions and guidelines with respect to location of structures upon property, size and configuration of structures, driveways, parking facilities and all other improvements to be constructed on each Lot. The ACC shall make copies of the ACC Standards available for review. The ACC shall have the sole and exclusive authority to prepare and amend the ACC Standards.

Section 3. Non-Waiver. The approval by the ACC of any Plans and Specifications for any work done as proposed, or in connection with any other matter requiring the approval and consent of the ACC shall not be construed as or deemed to be a waiver of any right to withhold approval or consent as to any similar proposals or Plans and Specifications submitted for review and approval.

ARTICLE VII  
USE RESTRICTIONS

Section 1. Restrictions on Use. Lots shall be occupied and used as follows:

(a) Lots shall be used for private residential purposes only, and no building of any kind whatsoever shall be erected or maintained thereon except for: (i) one (1) private dwelling house, each dwelling being designated for occupancy by a single family; (ii) one (1) private one or two car garage for the sole use of the Owner of the Lot upon which such garage is erected; (iii) a single building for the storage of noncommercial vehicles or boats, equipment and tools used in the maintenance of the Lot upon which it is erected; (iv) a private greenhouse or garden shelter and (v) a bath house accessory to a swimming pool. Not more than one residence shall be erected or maintained upon any Lot.

(b) No structure of a temporary character, including, but not limited to manufactured homes, trailers, mobile homes, tents, shacks, barns or other outbuildings, shall be located upon any Lot at any time. This restriction shall not apply to temporary structures used by contractors during construction or to any temporary sales pavilion offices or facilities used or owned by Declarant.

(c) The construction of any structure on a Lot shall be completed within a period of twelve (12) months after the issuance of a building permit. During construction, the Lot shall be maintained in a clean and uncluttered condition, free of unnecessary accumulation of waste and building debris.

(d) It is the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept condition of buildings or grounds on his Lot. All improvements on each Lot shall be kept in good repair and, where necessary, painted on a regular basis. No portion of Barrington shall be used or maintained as a dumping ground for rubbish. All trash, garbage and other waste shall be kept in sanitary containers maintained in a neat and orderly manner and screened from public view. Garbage pickup shall only take place at the location of garbage receptacles. Curbside garbage pickup is prohibited.

(e) No nuisance shall be permitted or maintained upon any Lot, nor shall any poultry, hogs, cattle or other livestock be kept thereon with the exception of common household pet animals kept as pets by the Owners, unless otherwise authorized by the Board of Directors. Minor agricultural pursuits incidental to residential use of the Lots shall be permitted provided that such pursuits may not include the raising of crops intended for marketing or sale to others.

(f) Each residence constructed on a Lot shall be connected to a public sewer.

(g) No asphalt shingle roofs will be permitted.

(h) The size of each residential dwelling shall be approved by the ACC.

(i) All exposed foundations of any structure erected on a Lot shall be covered with a veneer of brick or stone or other material approved by the ACC. No exposed concrete block foundations shall be permitted.

(j) No Lot shall be further subdivided without the prior written consent of the Board of Directors. However, Declarant hereby expressly reserves for itself, its successors and assigns, the right to re-subdivide any Lot or Lots shown on any recorded plan of subdivision of Barrington prior to the delivery of a deed to the Lot or Lots without the prior written consent of the ACC.

(k) No trees with a diameter of six (6) inches or more at a height of five (5) feet may be cleared from any Lot without the prior written permission of the ACC.

(l) No commercially licensed vehicles, disabled vehicles, vehicles without a current state license or state inspection sticker, machinery or other equipment shall be kept on or adjacent to any Lot unless kept within a garage. This covenant shall not apply to vehicles and equipment used in connection with construction upon Lots, while such construction is in progress, or in connection with the development of Barrington. It shall be the responsibility of each Owner to construct and maintain suitable and adequate parking space on his Lot, and all vehicles shall be parked thereon. Boats, boat trailers, campers, and any other recreational vehicles, if not stored in a garage, shall be screened from public view.

(m) The operation of unlicensed vehicles, including, but not limited to motor bikes, motorcycles and "ATV's", on the Common Area, Lots and roads within Barrington shall be subject to regulation by the Association, and may be prohibited entirely. No such vehicles may be ridden or operated on the Dam.

(n) No external illumination on any Lot shall be of such a character or intensity or so located as to interfere with any other Owner's use or enjoyment of his Lot. No neon or flashing lights shall be permitted. All external lighting must be approved by the ACC as to size and intensity.

(o) No signs of any kind shall be displayed to the public view on any Lot except (i) one (1) sign not exceeding three (3) square feet in area used for the purpose of advertising the Lot for sale or rent; (ii) one (1) sign not exceeding three

following qualifications, limitations, reservations and exceptions:

(a) The Owners of interior Lots shall have the right of access to the Lake only through the Common Area owned by the Association and designated by the Association for use as access to the Lake. The Owners of Lakefront Lots shall be entitled to use all such access points located on the Common Area, and also shall be permitted access to the Lake from their respective Lots. No Owner of an Interior Lot or a Lakefront Lot is entitled to use any portion of the shoreline of the Lake which does not abut a Common Area designated as Lake access or a Lot owned by such Owner. No Owner of an interior Lot or a Lakefront Lot shall be entitled to use any piers, docks or other facilities located within the boundaries of the Lake but which are the property of another Lakefront Lot Owner.

(b) No piers, docks, lines, stakes, nets or other obstructions or structures may be placed in or extended into the Lake more than twenty (20) feet from the water's edge, and any such construction by the Owner of a Lakefront Lot shall be confined within the area projected by the extension of the side lot lines of his Lot. The right of each Owner of a Lakefront Lot to build piers, docks, lines, stakes, nets or other obstructions or structures within the Lake is subject to the right of the ACC to regulate the size, type and locations of structures which may be located therein. Prior to the construction or location of any piers, docks, lines, stakes, nets or other obstructions or structures within the Lake, an Owner must obtain the approval of the ACC.

(c) No power driven motors may be used on the Lake. The Association is authorized to restrict and regulate the size and number of water craft which may be used on the Lake, at its discretion.

(d) No bottles, trash or cans of any kind or description and no garbage or refuse of any nature shall be put into the Lake.

(e) No person shall be permitted to use the Lake for any permitted purpose from dusk to dawn of each day, except for special events organized or approved by the Board of Directors.

(f) Ice skating may be permitted on the Lake subject to the rules and regulations adopted by the Board of Directors in connection with the use of the Lake.

(g) No swimming shall be permitted in the Lake.

(3) square feet in area which identifies the resident occupying the Lot, the name of the Lot, or both; and (iii) one (1) sign not exceeding three (3) square feet in area identifying the builder of the improvements on the Lot and displaying the building permit, which sign shall be removed upon substantial completion of the residence.

(p) No temporary, portable or above-ground swimming pools with a capacity in excess of 250 gallons may be erected or maintained on any Lot. The location of all in-ground swimming pools must be approved by the ACC, and the ACC may require that they be screened from view by adjacent property and/or the public.

(q) Notwithstanding any other provision of this Article VII, Section 1, the Declarant may construct, operate and maintain a sales office upon any portion of Barrington which it owns until such time as one hundred percent (100%) of the Lots have been sold.

(r) No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure of any Lot except as follows: (i) Declarant or the Association may install equipment necessary for a master antenna system, community antenna television ("CATV") and mobile radio systems or similar systems within Barrington; (ii) if CATV services are unavailable and good television reception is not otherwise available, an Owner may apply to the ACC in writing for permission to install a television antenna and such permission shall be granted or denied in the sole discretion of the ACC; and (iii) under no condition shall a satellite dish antenna be located upon any Lot within Barrington.

(s) All driveways on Lots shall have a suitable concrete, macadem or asphalt surface which shall be subject to approval by the ACC.

Section 2. Waiver. Declarant, during the Declarant Control Period, or, thereafter, the Association, may waive, modify or rescind any one or more of the covenants and restrictions imposed in Section 1 of this Article VII, in whole or in part, as to all of Barrington or any part thereof, by written instrument in recordable form evidencing such waiver, modification or rescission.

#### ARTICLE VIII THE LAKE AND DAM

Section 1. Use of the Lake. Each Owner of an Interior Lot or Lakefront Lot shall have the right to use the Lake for recreational purposes, such right being expressly subject to the

(h) All persons using the Lake shall comply with (i) all applicable governmental laws, ordinances and requirements, including, without limitation, those of the Virginia Game and Fish Commission, and (ii) the rules and regulations promulgated by the Board of Directors governing the use of the Lake.

(i) Notwithstanding the restrictions set forth in subsections (a) through (g) above, the Association may permit such special activities or uses of the Lake as it approves. Additionally, a power driven boat used for water safety or security purposes may be operated on the Lake by the Association.

Section 2. Littoral Rights. No Owner of any Lot shall be deemed to have any littoral rights with respect to the Lake, the only rights of the Owners with respect to the Lake and the water contained therein being those created and granted by this Declaration. No water shall be pumped or otherwise taken from the Lake for any purpose by any Owner; provided, however, that Declarant, or its assigns, shall have the right and privilege of pumping or withdrawing water from the Lake, from time to time, but only so long as the water level of such Lake shall remain above the 211 contour line (above mean sea level). The County of Henrico, Declarant and any beneficiary of an easement located within the boundary of the Lake shall have the right to draw down the level of the Lake for the installation, reconstruction, repair or maintenance of utility facilities located therein.

Section 3. Easement Reserved. Declarant expressly reserves, for the benefit of itself, the Association and the County of Henrico, Virginia, an easement twenty (20) feet wide around the outside perimeter of the Lake, and an easement over the entire bed of the Lake for the purpose of constructing, reconstructing, repairing and maintaining the Lake and for the construction, reconstruction, maintenance and repair of utility facilities now or hereafter located therein.

Section 4. Right to Bulkhead. Notwithstanding any of the provisions of this Declaration to the contrary, the Owners of Lakefront Lots shall have the right to bulkhead the shore line (or property line) to stabilize such shore line and to back fill beyond such bulkhead, provided (i) such Owner shall obtain the prior written approval of the ACC, including approval of detailed plans and specifications therefor, (ii) such Owner shall obtain all necessary governmental approvals therefor and (iii) the actual metes and bounds of such shore line shall not be altered.

Section 5. Board of Directors' Right to Establish Rules, Regulations and Restrictions. Notwithstanding any other provision of this Declaration to the contrary, the Board of Directors is specifically authorized to establish and modify from time to time, rules, regulations and restrictions regarding the use of

the Lake. The right of any Owner, his family and guests, permitted to use the Lake hereunder may be suspended for a reasonable period of time, not to exceed sixty (60) days, after notice and appointment for hearing for any infraction of the rules, regulations and restrictions which may be prescribed by the Board of Directors from time to time.

Section 6. Use At Own Risk. Use of the Lake by the Owners, their families, guests, tenants, permittees and invitees shall be at the sole risk of such users. In no event shall the Association or Declarant be held liable for injury suffered or property damage resulting from use of the Lake or Dam. Each Owner of a Lot, by the acceptance of a deed therefore hereby expressly waives any claim against the Declarant, the Association, their respective officers, agents and employees, for personal injury and/or damage to property, and the Declarant and Association hereby disclaim any liability for same, arising out of the use of the Lake for any purpose, including, without limitation, ice skating.

Section 7. Maintenance of Dam Mandatory.

(a) The Association shall comply with (i) all of the obligations set forth in any contracts or agreements between Declarant and/or the Association and the County of Henrico regarding the maintenance of the Dam and (ii) all applicable governmental laws, rules, ordinances and requirements applicable to maintenance of the Dam.

(b) The Association shall maintain access to the Dam for the purpose of permitting the County of Henrico to maintain the Dam.

(c) No Owner shall have access to the Dam for any purpose, including, but not limited to, swimming, sunbathing, fishing, launching or hauling water craft, and other recreational pursuits. The Association may adopt such rules and regulations as it deems necessary in its sole discretion for the purpose of enforcing the provisions of this subsection.

Section 8. Use of Lake by Non-Members. Only Lot Owners shall be permitted to use the Lake; provided, however, that Declarant shall have the right to grant a nonexclusive easement for the recreational use and enjoyment of the Lake to any person owning land near Barrington. The beneficiary of such easement shall be bound by this Declaration and any rules and regulations promulgated by the Association for the purpose of regulating the use of the Lake, except that such beneficiary shall not be subject to any assessment created in this Declaration.



Section 1. Easements for Hedges and Fences. Each Lot and its Owner are declared to have an easement and the same is granted by Declarant, for encroachments on adjoining Lots or Common Area, as the case may be, due to hedges or fences, if any (which shall have been previously approved by the ACC) belonging to such Lot, to the extent such hedge or fence encroaches on adjoining Lots or Common Area, provided that such encroachments do not exceed one (1) foot or interfere with the use of any improvements on the servient property. No such easement shall be created in favor of an Owner if the encroachment occurred due to the willful misconduct of the Owner.

Section 2. Scenic Easement. A scenic easement for landscaping and natural areas is hereby reserved, for the benefit of all Owners, the Declarant and the Association to the extent such easement is necessary for utility easements, signage, roads, access driveways and other purposes required or permitted by the County of Henrico Planning Commission. The easement is described as the southern most thirty (30) feet in Lots 1, 2, 3, and 33 as shown on the Plat and adjacent to the northern right of way line of Church Road in the County of Henrico, Virginia.

Section 3. Easement for Guardrail. Declarant hereby reserves for itself, the Owners, and the Association an easement for the construction, maintenance and replacement of a guardrail to be located on Lots 1 and 33, which Lots are shown on the Plat. The Declarant may convey the easement to the County of Henrico by recording a written instrument evidencing such conveyance in the Clerk's Office. Execution of the instrument by any party other than the Declarant shall not be required to effect such transfer.

Section 4. Priority of Easements. Each of the easements hereinabove referred to shall be deemed to have been established or reserved upon the recordation of this Declaration and shall henceforth be deemed to be easements and covenants running with the land for the use and benefit of the Lots and the Common Area, as the case may be, superior to all other encumbrances which may hereafter be applied against or in favor of Barrington or any portion thereof.

Section 5. Duties of the Association. There are hereby reserved for the benefit of and granted to the Association such easements as may be necessary to perform the duties and obligations of the Association set forth in this Declaration.

ARTICLE X  
ENFORCEMENT

200A 2189 PAGE 1351

Section 1. Fines. The Board of Directors shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote for violation of any duty imposed under this Declaration, the Bylaws, any rules and regulations duly adopted thereunder or the ACC Standards; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. If any occupant of a Lot, other than the Owner, violates the Declaration, Bylaws, a rule or regulation or the ACC Standards, and a fine is imposed, the fine shall first be assessed against the occupant. If the occupant fails to pay the fine within the time period set by the Board of Directors, then the Owner shall pay the fine upon notice from the Board of Directors to the Owner. The failure of the Board of Directors to enforce any provision of the Declaration, Bylaws, any rule or regulation or the ACC Standards shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

(a) Notice. Prior to the imposition of any sanction hereunder, the Board of Directors or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) the time, place and location of a hearing before the Board of Directors or tribunal appointed by the Board of Directors at which the violator shall be given an opportunity to be heard, which hearing shall be held not sooner than fourteen (14) days after the giving of such notice. Such notice shall be deemed given upon delivery by hand or when mailed by registered or certified mail return receipt requested to the violator at the address of record with the Association.

(b) Hearing. The hearing shall be held before the Board of Directors, or a tribunal appointed by the Board of Directors, affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction imposed hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Such suspension shall not constitute a waiver of the right to impose sanctions as a result of future

violations by any party of the same or other provisions and rules.

Section 2. Additional Enforcement Rights. The Declarant and the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or the Association to enforce any covenant or restriction herein contained shall not be construed or deemed a waiver of the right to do so thereafter. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of this Declaration, the Bylaws, the ACC Standards, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees, actually incurred.

#### ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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.

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

Section 3. Amendment. The provisions of this Declaration shall run with and bind Barrington for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by a vote of the Owners entitled to cast not less than seventy-five percent (75%) of the votes entitled to be cast by all of the Owners. This Declaration may be amended by an instrument signed by the Owners entitled to cast not less than seventy-five percent (75%) of the votes entitled to be cast by all Owners. Any amendment or termination must be recorded in the Clerk's Office. Notwithstanding the preceding sentence, during the Declarant Control Period, the Declarant may

unilaterally record amendments to this Declaration in the Clerk's Office to (i) effect annexation of Additional Property as provided in Section 4 of this Article; (ii) effect technical deletions, additions and revisions to this Declaration which correct, clarify or further the intent of this Declaration but which do not alter the substantive rights of the Owners; (iii) release from this Declaration, and terminate this Declaration as to any portion of Barrington which is not a Lot or Common Area; and (iv) make realignments of the boundaries of any part of the Common Area which has not been conveyed to the Association.

Section 4. Annexation.

(a) Annexation of Additional Property.

(i) The Additional Property, or any portion thereof, may be annexed to Barrington from time to time and at any time prior to January 1, 1999, by the Declarant, or its successors in title as to such property, by recording a "Declaration of Annexation" in the Clerk's Office subjecting the property to be annexed to the terms hereof.

(ii) Upon recordation of the Declaration of Annexation, the property annexed shall be subject to assessment as set forth in Article IV hereof, and otherwise subject and entitled to the burdens and benefits created by this Declaration. Such annexation shall not require the approval of the Owners.

(iii) Nothing in this Declaration shall be construed to (i) require Declarant, or any successor, to develop any portion of the Additional Property, and (ii) prohibit Declarant from rezoning or developing Barrington, the Additional Property or any property owned by the Declarant in the vicinity of Barrington as it determines in its sole discretion. DECLARANT EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT THE ADDITIONAL PROPERTY SHALL BE DEVELOPED AS PART OF OR INCORPORATED INTO BARRINGTON. Declarant reserves the right to alter the boundaries of any adjacent Lots owned by Declarant or the boundaries of any adjacent Lot owned by the Declarant and Common Area prior to such time that the Common Area is conveyed to the Association.

(b) Annexation with Approval of Owners. Subject to the consent of the owner thereof, the Association may annex real property which is part of or in addition to the Additional Property, to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the approval of a majority of the votes entitled to be cast by all of the Owners, and the approval of the Declarant so long as Declarant owns the Additional Property or property subject to this Declaration. Annexation shall be accomplished by recording in the Clerk's

Office, a Declaration of Annexation describing the property being annexed. Any such Declaration of Annexation shall be signed by the President and the Secretary of the Association, by the Declarant, if the Declarant's consent is required, and by the owner of the property being annexed, and any such annexation shall be effective upon recording unless otherwise provided therein.

(c) Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in EXHIBITS "A" or "B" which upon conveyance or dedication to the Association shall be accepted by the Association as Common Area, and thereafter shall be maintained by the Association at its expense for the benefit of all the Owners.

(d) Amendment. This Article shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any property described in EXHIBIT "A" or EXHIBIT "B".

Section 5. Declarant's Rights. Any or all of the special rights and obligations of the Declarant may be transferred to other parties, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is pursuant to a written instrument signed by the Declarant and duly recorded in the Clerk's Office. So long as Declarant continues to have rights under this Section, no party shall record any declaration of covenants, conditions and restrictions or similar instrument affecting any portion of Barrington without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant. This Section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Section shall terminate upon the earlier of (a) ten (10) years from the date this Declaration is recorded, or (b) upon Declarant recording a written statement evidencing the termination of Declarant's rights hereunder.

Section 6. Exclusive Use of the Name "Barrington". The Declarant is the sole and exclusive owner of, and shall have the sole and exclusive right to use, the name "Barrington" within, on or about and with respect to Barrington, ventures, trade and housing within, conducted within or about, or located on any of the property within Barrington. No party shall use the name "Barrington" in connection with any business, neighborhood or organization, nor shall the name "Barrington" be placed on or incorporated into any sign or other visible medium without the prior written consent of the Declarant, which consent may be withheld by the Declarant in its sole discretion.

Section 7. Interpretation. This Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. To the extent this Declaration contains provisions relating to elements of, or property within, Barrington (such as the Lake and Dam, for example), which are not presently a part of Barrington, such provisions shall not be deemed applicable unless and until such time, if ever, that such elements or such property becomes a part of Barrington by the annexation of such property or the construction of such elements, or both. However, all provisions which may initially be inapplicable but which become applicable at a later date upon the occurrence of a future event shall be deemed to have been applicable beginning on the date that this Declaration is recorded in the Clerk's Office with the same priority as all provisions of this Declaration which are initially applicable. Whenever used, as appropriate, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

Section 8. Repeal. This Declaration supercedes the provisions of that Certain Declaration of Covenants, Conditions and Restrictions, Barrington Subdivision, Section A, dated September 21, 1987, recorded September 22, 1987, in the Clerk's Office in Deed Book 2098, Page 238.

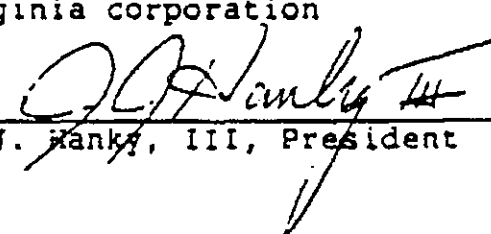
Section 9. Consent of Dominion. Dominion executes this Declaration for the purposes of and does hereby (a) subordinate the liens of the Deeds of Trust to this Declaration and (b) direct the Trustees to execute this Declaration for the purpose of subordinating the liens of the Deeds of Trust to this Declaration. Trustees execute this Declaration at the direction of Dominion for the purpose of subordinating the liens of the Deeds of Trust to this Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has caused this Declaration to be executed as of this 8<sup>th</sup> day of May, 1989.

DECLARANT:

BARRINGTON DEVELOPMENT, INC.,  
a Virginia corporation

By:

  
John J. Hanks, III, President

DOMINION:

DOMINION BANK OF RICHMOND,  
NATIONAL ASSOCIATION

By:

Esda A. Accashian  
Title: Administrative Officer

TRUSTEES:

James L. Hill  
Sole Acting TrusteeSTATE OF VIRGINIA  
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this  
8<sup>th</sup> day of May, 1989 by John J. Hanky, III, President of  
 Barrington Development, Inc., a Virginia corporation, on behalf  
 of said corporation.

My commission expires: March 1, 1993Sharon L. Lindley  
Notary PublicSTATE OF VIRGINIA  
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this  
8<sup>th</sup> day of May, 1989 by Esda A. Accashian  
Administrative Officer of Dominion Bank of Richmond, National Associ-  
 ation, on behalf of the bank.

My commission expires: January 10, 1992Robert D. Marshall  
Notary Public

STATE OF VIRGINIA  
CITY OF RICHMOND, to-wit:

BOOK 2189 PAGE 1357

The foregoing instrument was acknowledged before me this 8<sup>th</sup>  
day of May, 1989 by James L. Hill, sole acting  
trustee.

My commission expires: January 13, 1992

Robert D. Marshall  
Notary Public



EXHIBIT "A"  
(Barrington)

Section A

BOOK 2189 PAGE 1368

ALL lots and Common Areas shown on the subdivision plat of Barrington, Job No. 501-18, Section 'A' dated August 5, 1987, entitled "Barrington, Section A, Tuckahoe Dist., Henrico Co., Virginia" made by Youngblood, Tyler & Associates and recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia, in Plat Book 85, Page 115.

Section B

ALL lots and Common Areas shown on the subdivision plat of Barrington, Job No. 501-54, dated February 13, 1989, entitled "Barrington, Section 'B', Henrico Co., Tuckahoe District, Virginia" made by Youngblood, Tyler & Associates and recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia in Plat Book 89, Page 29.

EXHIBIT "B"  
(Additional Property)

BOOK 2139 PAGE 1369

ALL that certain real property located (a) adjacent to or (b) within 3,000 linear feet of the boundary of the property described as follows: ALL that certain property shown on (1) the subdivision plat of Barrington, Job No. 501-18, Section 'A', dated August 5, 1987, entitled "Barrington, Section A, Tuckahoe Dist., Henrico Co., Virginia", made by Youngblood, Tyler & Associates and recorded in the Clerk's Office of the Circuit Court of the County of Henrico, Virginia, in Plat Book 85, Page 115 and (2) the subdivision plat of Barrington, Job No. 501-54, dated February 13, 1989, entitled "Barrington, Section 'B', Henrico Co., Tuckahoe District, Virginia" made by Youngblood, Tyler & Associates and recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia in Plat Book 89, Page 29.

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF HENRICO

This Deed was presented, and with the Certificate annexed admitted to record  
on MAY 22 1989, at 2:02 o'clock P. M.

State Tax	_____
County Tax	_____
Grantor's Tax (120)	_____
(220-A)	_____
Transfer Fee	<u>42.00</u>
Clerk's Fee	<u>42.00</u>
Total	\$ <u>42.00</u>

*Margaret B. Baker*  
Clerk

Mailed to: *Hirschler Fleischer*  
*Chas. H. Rothenberg*

## FIRST TECHNICAL AMENDMENT OF DECLARATION

THIS TECHNICAL AMENDMENT OF DECLARATION is made as of this 28<sup>th</sup> day of July, 1989, by BARRINGTON DEVELOPMENT, INC., a Virginia corporation (the "Declarant").

RECITALS

A. Declarant is the owner of certain real property in Henrico County, Virginia, commonly known as "Barrington". Pursuant to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions Applicable to All Property in Barrington, dated May 8, 1989, recorded in the Clerk's Office of the Circuit Court of the County of Henrico, Virginia (the "Clerk's Office"), in Deed Book 2189, Page 1354 (the "Declaration"), Declarant submitted certain real property to a common scheme of development, restrictions and conditions. Article XI, Section 3 of the Declaration provides that the Declarant may unilaterally amend the Declaration to effect technical revisions to the Declaration which correct, clarify or further the intent of the Declaration but which do not alter the substantive rights of the Owners (as defined in the Declaration).

B. Article I, Section 3 of the Declaration defines the "Association", which term is used throughout the Declaration. Declarant desires to amend the Declaration in order to redefine the term "Association".

TECHNICAL AMENDMENT

Pursuant to the authority reserved by the Declarant in Article XI, Section 3 of the Declaration, Declarant amends the Declaration as follows:

1. Article, I, Section 3 of the Declaration, is amended and restated to read as follows:

Section 3. "Association" shall mean and refer to the Barrington Property Owners Association, Inc., a Virginia nonstock corporation, its successors and assigns.

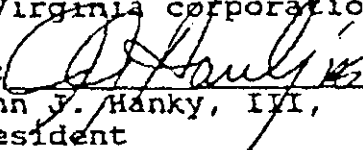
2. Except for the amendment of Article I, Section 3 of the Declaration as effected above, the Declaration remains unchanged and in full force and effect, and Declarant ratifies and confirms the same.

3. Dominion Bank of Richmond, National Association ("Dominion") is the beneficiary under two deeds of trust encumbering Barrington, which deeds of trust are recorded in the Clerk's Office in Deed Book 2179, Page 1409, and Deed Book 2179, Page 1438 (the "Deeds of Trust"). Dominion executes this Amendment and directs James L. Gill and Robert A. Cox, trustees

under the Deeds of Trust, either of whom may act, to execute the Amendment, for the purpose of subordinating the Deeds of Trust to the provisions of this Amendment.

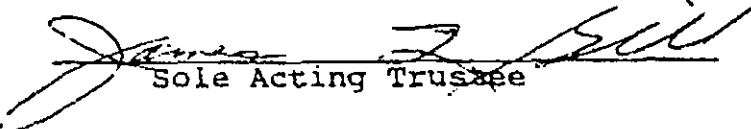
WITNESS the following signatures:

BARRINGTON DEVELOPMENT, INC.,  
a Virginia corporation

By:   
John J. Hanks, III,  
President

DOMINION BANK OF RICHMOND,  
NATIONAL ASSOCIATION

By:   
Title: Administrative Officer

  
Sole Acting Trustee

COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 28th day of July, 1989, by John J. Hanky, III, president of Barrington Development, Inc., a Virginia corporation, on behalf of the Corporation.

My commission expires: 3/1/92

Sharon L. Lindley  
Notary Public

COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 1 day of August, 1989, by Edward D. Marshall as officer of Dominion Bank of Richmond, National Association, on behalf of the bank.

My commission expires: January 10, 1992

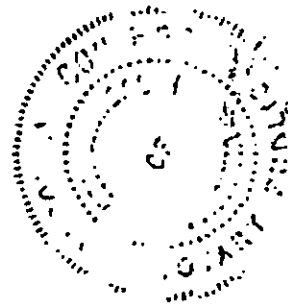
Edw. D. Marshall  
Notary Public

COMMONWEALTH OF VIRGINIA,  
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 1st day of August, 1989, by James L. Gill, Sole Acting Trustee.

My commission expires: 6-28-93

Edward D. Gill  
Notary Public



VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF HENRICO

This Deed was presented, and with the Certificate annexed admitted to record

on AUG - 9 1989, at 1:05 o'clock P. M.

State Tax	_____
County Tax	_____
Grantor's Tax (120)	_____
(220-A)	_____
Transfer Fee	_____
Clerk's Fee	<u>10.00</u>
Total	\$ <u>10.00</u>

Mignon B Baker  
Clerk

Mail to: Hirschman, Fleischer

COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND, to-wit:

BOOK 2261 PAGE 1752

The foregoing instrument was acknowledged before me this 28th  
day of July, 1989, by John J. Hanky, III, president of  
Barrington Development, Inc., a Virginia corporation, on behalf  
of the corporation.

My commission expires: 3/1/92

Sharon L. Lindley  
Notary Public

COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 1  
day of August, 1989, by Barbara A. Quashon at Officer of  
Dominion Bank of Richmond, National Association, on behalf of the  
bank.

My commission expires: January 10, 1992

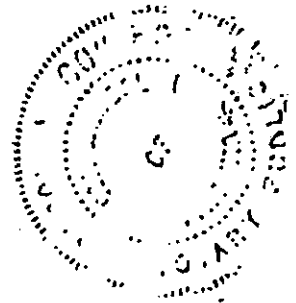
Barbara D. Marshall  
Notary Public

COMMONWEALTH OF VIRGINIA,  
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 1st  
day of August, 1989, by James L. Gill, Sole Acting Trustee.

My commission expires: 6-28-93

Carol D. Goyers  
Notary Public



VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF HENRICO

This Deed was presented, and with the Certificate annexed admitted to record

on AUG - 9 1989, at 1:05 o'clock P. M.

State Tax	_____
County Tax	_____
Grantor's Tax (120)	_____
(220-A)	_____
Transfer Fee	_____
Clerk's Fee	<u>10.00</u>
Total	\$ <u>10.00</u>

Margaret B. Gaskin  
Clerk

Mail to: Hirochen Fleisher



9100

EXX 2236 of 1556

DECLARATION OF ANNEXATION

FOR

BARRINGTON, SECTION C

AND

TECHNICAL AMENDMENT TO DECLARATION

THIS DECLARATION OF ANNEXATION is made this 5th day of April, 1990, by BARRINGTON DEVELOPMENT, INC., a Virginia corporation (the "Declarant").

RECITALS

A. Declarant is the owner of certain real property in Henrico County, Virginia, including the "Annexed Property" (as defined below). Pursuant to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions Applicable to All Property in Barrington dated May 8, 1989, recorded in the Clerk's Office of the Circuit Court of the County of Henrico, Virginia (the "Clerk's Office"), in Deed Book 2189, Page 1354 (the "Declaration"), Declarant submitted certain real property to a common scheme of development, restrictions and conditions. Article XI, Section 4, of the Declaration provides that the Declarant may subject portions of the Additional Property described on Exhibit "B" to the Declaration (the Annexed Property being a portion of such Additional Property) to the terms, restrictions and conditions of the Declaration by recording a Declaration of Annexation with respect to such property to be annexed.

B. Declarant is developing the Annexed Property as part of the overall Barrington community. In order to insure the continued common scheme of development of Barrington and to provide for the maintenance of and preservation of the Annexed Property, Declarant desires to submit the Annexed Property to the covenants, conditions and restrictions of the Declaration.

C. Article XI, Section 3 of the Declaration provides that the Declarant may unilaterally amend the Declaration to effect technical revisions to the Declaration which correct, clarify or further the intent of the Declaration provided such amendment does not alter the substantive rights of the Owners. Declarant desires to amend the Declaration to

clarify the definition of "Plat" as that term is used in Article IX, Sections 2 and 3 of the Declaration.

DECLARATION OF ANNEXATION

Pursuant to the authority reserved by the Declarant in the Declaration, Declarant amends the Declaration and annexes the Annexed Property as follows:

1. Declarant declares that all of the real estate which is described on Exhibit "A" hereto (the "Annexed Property") is annexed into and is a part of Barrington. The Annexed Property is and shall be held, sold and conveyed subject to the easements, restrictions, covenants, charges, terms, inchoate liens and conditions contained in the Declaration, as amended. The definition of "Barrington", as defined in Article I, Section 4, of the Declaration is amended and hereafter shall be deemed to include the Annexed Property as part of the property described therein. The definition of "Additional Property" set forth in Article I, Section 1, of the Declaration shall no longer include the Annexed Property.

2. The term "Plat" as used in Article IX, Sections 2 and 3 of the Declaration shall mean and refer to that certain subdivision plat dated August 5, 1987, entitled "Barrington, Section A, Tuckahoe Dist., Henrico Co., Virginia "made by Youngblood, Tyler & Associates and recorded in the Clerk's Office in Plat Book 85, Page 115.


3. Except for the subjection of the Annexed Property to the Declaration and the amendments effected above, the Declaration remains unchanged and in full force and effect, and Declarant ratifies and confirms the same.

4. Dominion Bank of Richmond, National Association, the beneficiary under deeds of trust encumbering Barrington which have been recorded in the Clerk's Office in Deed Book 2179, Page 1409, and in Deed Book 2179, Page 1438, amended by amendments to deeds of trust recorded in the Clerk's Office in Deed Book 2197, Page 2206 and Deed Book 2197, Page 2213, executes this Declaration and directs James L. Gill and Robert A. Cox, Jr., trustees under such deeds of trust, or either of such trustees, to execute this Declaration for the purpose of subordinating the deeds of trust to the terms, provisions, easements, covenants and restrictions of this Declaration.

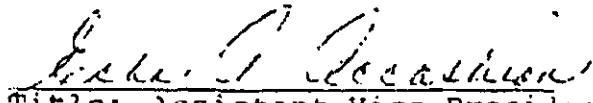
WITNESS the following signatures:

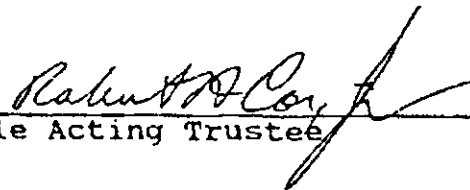
EX 2236-Sub 1552

BARRINGTON DEVELOPMENT, INC.,  
a Virginia corporation

By:   
John J. Hanky, III  
President

DOMINION BANK OF RICHMOND, NATIONAL  
ASSOCIATION

By:   
Title: Assistant Vice President


  
Sole Acting Trustee

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF Richmond, to-wit:

The foregoing instrument was acknowledged before me this  
21st day of November, 1989, by John J. Hanky, III,  
President of Barrington Development, Inc., a Virginia  
corporation, on behalf of the corporation.

My commission expires: 5/1/92

  
Notary Public



## The JJH Corporation

3307 CHURCH ROAD / SUITE 101 / RICHMOND, VIRGINIA 23233  
OFFICE (804) 527-0040 / FAX (804) 527-0053

### NOTE:

THE THIRD AMENDMENT TO DECLARATION ATTACHED HAS  
BEEN APPROVED AT A SPECIAL MEETING AND IS TO BE  
RECORDED.

### THIRD AMENDMENT TO DECLARATION

THIS AMENDMENT is made this 11<sup>th</sup> day of February, 1991, by BARRINGTON PROPERTY OWNERS ASSOCIATION, INC., a Virginia corporation (the "Association") (grantor and grantee); BARRINGTON DEVELOPMENT, INC., a Virginia corporation (the "Declarant") (grantor and grantee); JAMES L. GILL and ROBERT A. COX, JR. (the "Dominion Trustees") (grantors); DOUGLAS L. MARTIN and BETTY L. MARTIN (the "Martins") (grantors); and CHARLES P.E. JUMET and JOSEPH D. THORNTON (the "Regency Trustees") (grantors).

#### RECITALS

A. Pursuant to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions Applicable to All Property in Barrington dated May 8, 1989 (the "Amended and Restated Declaration"), recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia (the "Clerk's Office"), in Deed Book 2189, page 1358, as amended by that certain First Technical Amendment of Declaration dated July 28, 1989 (the "First Amendment"), recorded in the Clerk's Office in Deed Book 2201, page 1750, and that certain Declaration of Annexation for Barrington, Section C and Technical Amendment to Declaration dated April 5, 1990 (the "Second Amendment"), Declarant submitted certain real property, commonly known as "Barrington", to a common scheme of development, restrictions and conditions. The Amended and Restated Declaration, the First Amendment and the Second Amendment shall be known collectively herein as the "Declaration".

B. Article XI, Section J of the Declaration provides that the Declaration may be amended by an instrument signed by the Owners (as defined in the Declaration) entitled to cast not less than seventy-five percent (75%) of the votes entitled to be cast by all Owners. The Association, at a duly convened special meeting at which a quorum in excess of one-half (1/2) of the votes entitled to be cast by the members of the Association, in person or by proxy, was present, as further evidenced by the Affidavit attached hereto as EXHIBIT A and incorporated herein by this reference, resolved to approve, execute and record this Amendment.

C. The Martins are the owners of Lot 33, Block A, Section A, in Barrington, being the same property conveyed to them by deed dated February 2, 1988, recorded in the Clerk's Office in Deed Book 2119, page 1252 (the "Martin Property").

D. Declarant is the owner of the following real property (the "Declarant Property"): (1) Lot 1, Block A, Section A, Barrington, being a portion of the same property conveyed to Declarant by deed dated April 29, 1987, recorded in the Clerk's Office in Deed Book 2069, page 329, and (2) a portion of Lot 2,

Block A, Section A, Barrington, being a portion of the same property conveyed to Declarant by the aforementioned deed.

E. Declarant, the Association and the Martins desire to amend the Declaration for the purpose of clarifying the description of the scenic easement described in Article IX, Section 2 of the Declaration. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Declaration.

#### AMENDMENT

NOW, THEREFORE, the parties hereto amend the Declaration as follows:

1. Article IX, Section 2 of the Declaration is deleted and the following substituted therefor:

Section 2. Scenic Easement. A scenic easement for landscaping and natural areas is hereby reserved, for the benefit of all Owners, the Declarant and the Association except to the extent the easement area is necessary for utility easements, signage, roads, access driveways and other purposes required or permitted by the County of Henrico, Virginia. The easement area shall be located on Lots 1, 33 and Lot 2, less and except that portion of Lot 2 conveyed to Barbara D. Strawbridge by deed dated March 20, 1990, recorded in the Clerk's Office in Deed Book 2180, page 2155 (the "Strawbridge Property"). The scenic easement area is further described as that portion of Lots 1, 33 and 2 (less and except the Strawbridge Property) bound on the south by the northern right of way line of Church Road as shown on that certain survey dated September 6, 1990, made by Youngblood, Tyler & Associates, P.C., J.N. 501-54-100, entitled "Plat of Lots 1, 2, 3 & 33, Block 'A', Section 'A', Barrington, Henrico Co., Virginia, Tuckahoe District" (the "Survey"), and bound on the north by the line marking the center line of the creek (designated as "Branch"), all as more particularly shown on the Survey.

2. Declarant hereby declares that all of the Declarant Property shall be held, sold and conveyed subject to the easement described in paragraph 1 of this Amendment, and that the foregoing reservation shall run with the Declarant Property and be binding on all parties having any right, title or interest in the Declarant Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The Martins grant and convey to Declarant, its successors and assigns, a scenic easement over that portion of the Martin Property bound on the south by the northern right of

way line of Church Road and bound on the north by the line marking the center line of the creek (designated as "Branch"), all as more particularly shown on the Survey, for landscaping and natural areas for the benefit of all Owners, the Declarant and the Association, except to the extent such easement area is necessary for utility easements, signage, roads, access driveways and other purposes required or permitted by the County of Henrico, Virginia.

3. A copy of the Survey is attached to this Amendment as Exhibit B and incorporated herein by this reference. Every reference to the Survey in paragraph 1 above shall mean and refer to the Survey attached hereto as Exhibit B.

4. Except for the amendments set forth above, the Declaration remains unchanged and in full force and effect, and the parties hereto ratify and confirm the Declaration as modified hereby.

5. Dominion Bank of Richmond, National Association ("Dominion") is the beneficiary under two deeds of trust both dated March 15, 1990, and recorded in the Clerk's Office in Deed Book 2179, page 1409, and Deed Book 2179, page 1438 (the "Deeds of Trust"). Dominion executes this Amendment and directs the Dominion Trustees, either of whom may act, to execute this Amendment for the purpose of subordinating the Deeds of Trust to the provisions contained herein. The Dominion Trustees execute this Amendment at the direction of Dominion for the purpose of subordinating the Deeds of Trust to the provisions contained herein.

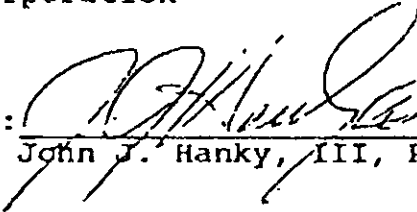
6. Regency Bank (the "Bank") is the beneficiary under a deed of trust dated February 17, 1988, and recorded in the Clerk's Office in Deed Book 2119, page 1254 (the "Regency Deed of Trust"). The Bank executes this Amendment and directs the Regency Trustees, either of whom may act, to execute this Amendment for the purpose of subordinating the Regency Deed of Trust to the provisions contained herein. The Regency Trustees execute this Amendment at the direction of the Bank for the purpose of subordinating the Regency Deed of Trust to the provisions contained herein.

WITNESS the following signatures:

ASSOCIATION:

BARRINGTON PROPERTY OWNERS  
ASSOCIATION, INC., a Virginia  
corporation

By:



John J. Hanky, III, President

The foregoing signature is hereby confirmed and attested to  
by:



Sharon L. Lindley, Secretary  
Barrington Property Owners  
Association, Inc.



COMMONWEALTH OF VIRGINIA

City OF Richmond, to wit:

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of February, 1971, by John J. Hanky, III, President of Barrington Property Owners Association, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires:

5/31/74

Lina L. Johnson  
Notary Public

COMMONWEALTH OF VIRGINIA

City OF Richmond, to wit:

The foregoing instrument was acknowledged before me this day of February, 1971, by Sharon L. Lindley, Secretary of Barrington Property Owners Association, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires:

5/31/74

Lina L. Johnson  
Notary Public

DECLARANT:

BARRINGTON DEVELOPMENT, INC., a  
Virginia corporation

By:

John J. Hanky, III, President

COMMONWEALTH OF VIRGINIA

City OF Richmond, to wit:

The foregoing instrument was acknowledged before me this 14th  
day of February, 1986, by John J. Hanky, III, president of  
Barrington Development, Inc., a Virginia corporation, on behalf  
of the corporation.

My commission expires:

5/31/87

Jane L. Johnson  
Notary Public

DOMINION

DOMINION BANK OF RICHMOND,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
\_\_\_\_\_ OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_  
day of \_\_\_\_\_, 19\_\_, by \_\_\_\_\_,  
\_\_\_\_\_ of Dominion Bank of Richmond,  
National Association, on behalf of the bank.

My commission expires:

\_\_\_\_\_  
Notary Public

BANK:

REGENCY BANK

a \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
\_\_\_\_\_ OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_,  
\_\_\_\_\_ of Regency Bank, a \_\_\_\_\_  
\_\_\_\_\_, on behalf of the bank.

My commission expires:

\_\_\_\_\_  
Notary Public

DOMINION TRUSTEES:

\_\_\_\_\_  
Sole Acting Trustee

COMMONWEALTH OF VIRGINIA

\_\_\_\_ OF \_\_\_\_\_, to wit:

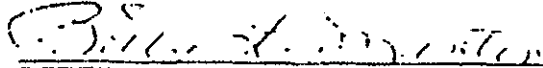
The foregoing instrument was acknowledged before me this \_\_\_\_  
day of \_\_\_\_\_, 19\_\_, by \_\_\_\_\_,  
sole acting trustee.

My commission expires:

\_\_\_\_\_  
Notary Public

MARTINS:

  
DOUGLAS L. MARTIN

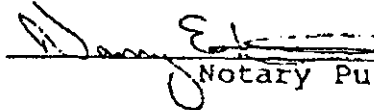
  
BETTY L. MARTIN

COMMONWEALTH OF VIRGINIA

Sauvey OF Henrico, to wit:

The foregoing instrument was acknowledged before me this 19<sup>th</sup>  
day of November, 1990, by Douglas L. Martin and Betty L.  
Martin.

My commission expires: ~~MY~~ COMMISSION EXPIRES JUNE 14, 1992

  
Notary Public

REGENCY TRUSTEES:

\_\_\_\_\_  
Sole Acting Trustee

COMMONWEALTH OF VIRGINIA

\_\_\_\_\_ OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_  
day of \_\_\_\_\_, 19\_\_, by \_\_\_\_\_,  
sole acting trustee.

My commission expires:

\_\_\_\_\_  
Notary Public

EXHIBIT A

AFFIDAVIT

COMMONWEALTH OF VIRGINIA

City of Richmond, to-wit:

THIS DAY, personally appeared before me, Sharon L. Lindley, who, after being first duly sworn, deposed and said that:

(1) She is the duly elected secretary of Barrington Property Owners Association, Inc. (the "Association"); and

(2) Barrington Development, Inc., a Virginia corporation, is entitled to cast at least seventy-five percent (75%) of the votes entitled to be cast by all Owners.

(3) The foregoing Amendment dated February 14, 1991, has been approved by Owners entitled to cast at least seventy-five percent (75%) of the votes entitled to be cast by all of the Owners, in person or by proxy, at a duly convened meeting of the Association held on Feb 18, 1991, at which a quorum in excess of one-half ( $\frac{1}{2}$ ) of the votes entitled to be cast by the Owners was present.

Sharon L. Lindley (Affix Seal)  
Sharon L. Lindley, Secretary

Sworn to and subscribed before me this 18<sup>th</sup> day of Feb, 1991.

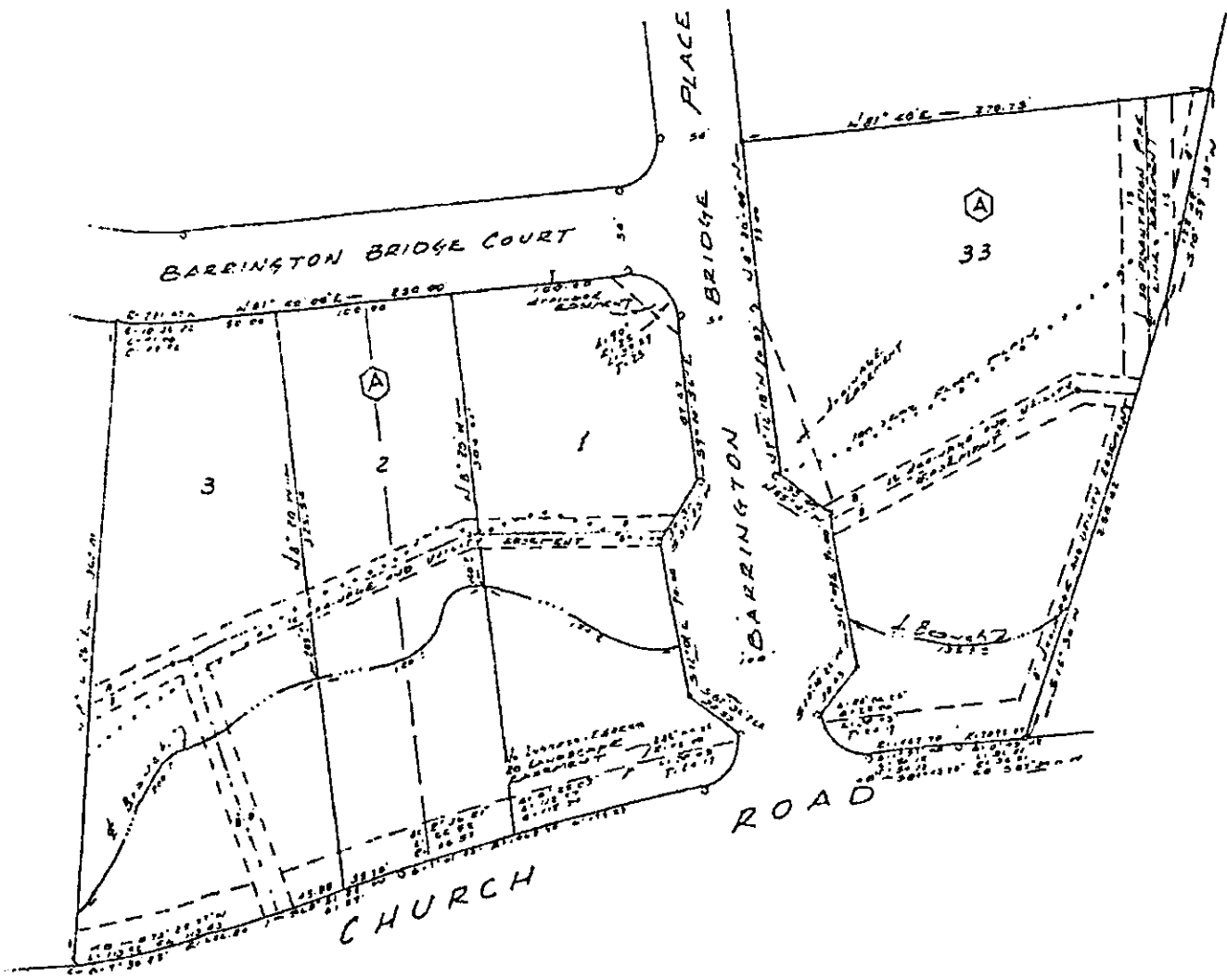
My commission expires:

3/31/94

Janie L. Johnson  
Notary Public

M:\...\\133\32\0007\AMDDOC.079





NOT TO SCALE

YOUNGBLOOD, TYLER & ASSOCIATES P.C.	
PLAT OF LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	PLAT OF LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
YOUNGBLOOD, TYLER & ASSOCIATES P.C.	

**Barrington Property Owners Association, Inc.**  
**4222 Cox Road Suite 110**  
**Glen Allen, VA 23060**

RE: Guidelines and Procedure for Architectural Modifications

Dear Barrington Homeowner:

Enclosed you will find the current Architectural Guidelines and an Architectural Modification form. Please keep this information and this procedural letter to aid you in complying with Barrington's Architectural standards.

The following are steps each Barrington Homeowner should take to comply:

- (1) If you wish to make a change in the exterior of your home whether it is to the house itself or to the landscape, please check the Architectural Control Committee Standards for restrictions and requirements.
- (2) Obtain drawings or specifications outlining the work to be done. If it is a project you plan to do yourself, draw your plan with as much detail as possible. Attach any manufacturer's flyers or specifications that may give the Architectural Control Committee of the Advisory Board a "picture" of your addition or change.
- (3) Fill out the Barrington Architectural Modification Form and submit with your plans or specifications **thirty days before construction to:**

Community Group  
4222 Cox Road Suite, 110  
Glen Allen, VA 23060

- (4) Community Group will send you written notification of Architectural Control Committee's decision within thirty days. This notice will inform you of approvals, disapprovals or further requests for clarification

**(5) Please keep any correspondence from the ACC in a safe place since future owners and occupants will be expected to comply with the conditions specified in the Architectural Modification Form.**

Architectural Control Committee Standards

for

BARRINGTON

est. 1987

These standards have been prepared as a supplement to the "Amended and Restated Declaration of Covenants, Conditions and Restrictions Applicable to all property in BARRINGTON" which are of record and will take precedence in the event of any conflict.

Barrington is being developed to provide a community of well designed homes that recall primarily traditional, time-honored architectural stylings by allow for innovative features and materials of high quality. The development master plan includes a community lake and a minimal number of heavily landscaped entrances which will limit through traffic and enhance the exclusive nature of the community. Each home constructed must conform to strict requirements relative to siting, design and landscaping. These requirements are part of the "Amended and Restated Declaration of Covenants, Conditions and Restrictions" which are a matter of record and will be administered and enforced by an Architectural Control Committee appointed by Barrington Development, Inc.

updated 6/24/96

## **I. Architectural Control Committee**

The initial Architectural Control Committee (ACC) shall consist of three members appointed by the developer, BARRINGTON DEVELOPMENT, INC. The members of the committee may be replaced, if needed by the developer. The ACC will review all improvements being constructed on Barringtons' Lots or Common Area. The Committee will have thirty (30) days to review the plans and may:

- A. Approve the plans
- B. Approve the plans with changes
- C. Deny the plans

When a set of plans are submitted to the ACC, they should include:

A. Site Plan - Each site plan must include all buildings, locations, driveways, parking areas, walks, swimming pools, tool houses, fencing, decks, retaining wall or any other exterior improvements.

B. House Plane - Each house plan shall include elevations of each side of house in sufficient detail to comprehensively illustrate the house, and foundation, basement and floor plans with square footage calculations on each.

C. Specifications - All specifications should include a complete description of all materials to be used to construct house.

D. Landscape Plan - All landscape plans shall locate and include a complete description of size and type of plant materials, sprinkler systems, exterior lighting, pools, toolsheds, fencing, decks and retaining walls and generally include any and all exterior improvements.

## **II. Lot Requirements**

A. Zoning and Required Conditions - All site development shall comply with the current version of the Zoning Ordinance of the County of Henrico, Virginia. Requirements outlined herein which are more restrictive shall apply for Barrington.

B. Stake Out Review - Prior to beginning any clearing or construction activity, the Builder or Homeowner must stake and identify the following on the site: House corners, limits of clearing and grading, and driveway.

A member of the Architectural Control Committee will then review the staking and flagging for compliance with the site plan that has been previously approved by the Architectural Control Committee. In the event that these activities do not comply with the approved site plan, the Builder or Homeowner will be enjoined from proceeding with the clearing or construction activity. The Builder or Homeowner can either correct the staking and flagging or submit an amended site plan for approval by the Architectural Control Committee.

C. Erosion and Sedimentation - Builders and Homeowners are required to comply with applicable government regulations and code requirements. Silt runoff and mud from vehicular traffic will be contained on the lot. Erosion control devices shall be installed prior to construction, if needed. This includes but is not limited to silt fences and stone construction entrances. The builder/homeowner shall maintain all erosion control devices until construction has been completed and planting installed. Any mud or silt runoff shall be immediately removed by the builder/homeowner.

D. Grading and Drainage - Grading and drainage construction within the site shall not be constructed so as to visually detract from or physically impair other residences. Subsurface drainage may be required where necessary, to resolve unusual surface or subsurface drainage conditions.

E. Construction Materials - Only useable construction materials may be stored on a construction site. The materials must be kept neatly in place in a way that minimizes the visibility from the road or adjacent lots.

F. Refuse and Debris - Trash and construction debris should be penned and confined to a small portion of the lot during construction and be removed periodically. A single service area which incorporates heating and air conditioning equipment, electrical meter and trash areas should be provided, appropriately located and properly screened.

G. Trees - The developer intends to preserve as much of each building lot in a natural state as possible. Any trees over 6" in diameter may not be removed outside of building area without the ACC approval.

H. Walkways - Walkways should be constructed of brick pavers, exposed aggregated concrete or other material, approved by the ACC. Plain smooth concrete will not be permitted. Each house must have a walkway from the driveway to the front door.

I. Driveways - All driveways shall have topsoil removed and subgrade compacted and a minimum of 6" of base stone installed at time of lot clearing. Finished drives should be constructed of brick pavers, exposed

Q. Playhouses and Equipment - Children's playhouse or play equipment such as a jungle gym may be acceptable but must have approval of the ACC as to style, materials, and location.

### III. House Requirements

A. Context and Detail - All homes in Barrington shall be of primarily traditional architectural stylings and materials but will allow for innovative features and modern state-of-the-art materials. Designs that are considered starkly contemporary by the ACC will not be approved unless an entire separate section of the development is designated for such. Outstanding floor plans may be repeated within the development, however no two homes may have identical front elevations. Basic designs may be considered unacceptable unless sufficient consideration is given to architectural detailing such as door and window trim, cornice, stoops, railings, etc.

B. Floor Area - The minimum finished floor area of any home constructed shall be 3500 square feet of heated living space (garage shall not be considered living space). Exceptions to this guideline may be considered by the ACC for specific outstanding designs.

C. Foundations - All exposed foundations shall be of brick, stone, stucco or other material approved by the ACC. No exposed, parged, scored or painted concrete block foundations will be permitted.

D. Exterior Walls - Should be constructed of brick, stone, stucco, colonial beaded siding or other material approved by the ACC.

E. Roof - Should be slate, Hendrick's Tile, cedar or other superior material approved by the ACC. The minimum roof pitch permitted shall be 7/12. Exceptions to this will be considered only as a part of an outstanding design.

F. Painting - All paint colors must be submitted for approval prior to painting. Houses adjacent or close to each other shall not have identical paint colors. Color selections are not limited, however the ACC shall not approve colors that are extremely bright or combinations of colors that it decides are not compatible and will require repainting if painted without approval.

aggregate concrete, interlocking pavers, asphalt or other material approved by the ACC. If gravel drives are approved they shall be edged by cobblestone with mortar joints or other approved materials.

J. Landscaping - Selection and location of plant material should be considered as an integral part of entire house and site plan. A description of plant materials to be used, including types, sizes and specifications shall be submitted for approval by the Architectural Control Committee in conjunction with the required submission of architectural materials. Front yard lawns and side yard lawns adjacent to public streets shall be irrigated with an automatic sprinkler system.

K. Storage - All storage sheds, detached garages or any other structures on lot shall be designed as an integral part of house and site plan and be constructed with approved materials that are similar or complimentary to house. Boats, motor homes, trailers or any other recreational vehicles, if not stored in garage, must be located and screened in such a way that they are not visible from any adjoining roadway or adjacent yard.

L. Fencing and Walls - All fencing and walls should be designed as integral part of house and must be approved as to location, material and color by the ACC. Chain link fences will not be permitted other than for tennis courts or dog pens and in such cases must have dark vinyl coating, and be located in such manner as to minimize visibility from roads and adjacent lots. Fences generally will not be permitted to extend any closer to the street than the rear wall of house.

M. Mailboxes - All mailboxes and posts will be initially provided by developer. Any replacement mailbox, if other than style of original, must be approved by the ACC.

N. Lighting - All exterior lighting must be approved by the ACC, as to location, size and intensity. No lighting shall be of such character or intensity or be so located as to interfere with any other owners use or enjoyment of his lot.

O. Satellite Dishes and Antennas - These are not allowed without specific approval. If approved, screening from any adjoining property or public view is mandatory.

P. Signage - Only one construction sign per site is allowed for builder identification and for display of building permit. Such signs shall not exceed 24" square. Construction signs shall be removed subsequent to substantial completion of the house. No other temporary signage is allowed except for sales signs and lot identification.

Barrington Building Standards, revised 6/99

II. Lot Requirements

- F. Refuse and Debris- Trash and construction debris should be penned and confined to a small portion of the lot during construction and be removed periodically. A single service area which incorporates heating and air conditioning equipment, electrical meter and trash areas should be provided, appropriately located and properly screened. Trash and debris may not be left at curbside. The only exception to this rule is the bi-monthly county pick up for recycling.
- G. Trees- The developer intends to preserve as much of each building lot in a natural state as possible. Any trees over 6' in diameter may not be removed outside of building area without the ACC approval. This includes dead or diseased trees.
- L. Fencing and Walls- All fencing and walls should be designed as an integral part of the house and must be approved as to location material, and color by the ACC. Materials must be wood, metal, brick, stone or vinyl. Type must be picket, split rail, brick, or metal railing style. Height may not exceed 6 feet although the preferred height is 4 feet. Fences will not be permitted to extend any closer to the street than the rear wall of the house. Lake front lots are limited to fences which do not obstruct the view. Homeowners on lake front property must also observe the 20' shoreline easement for maintenance of the lake.
- P. Signage- Only one construction sign per site is allowed for builder identification and for display of building permit. Such signs shall not exceed 24' square. Construction signs shall be removed subsequent to substantial completion of the house. No other temporary signage is allowed except for sales signs and lot identification. Residents holding yard sales, estate sales, etc. must notify the ACC chairman and use the approved association signs. Approved temporary yard sale signs will be allowed only one day prior to and the day of the sale. No other neighborhood or non-resident will be allowed to place any yard sale sale signs at the Barrington entrances or within the neighborhood.



Architectural Control Committee Standards

for

BARRINGTON PROPERTY OWNERS ASSOCIATION, INC.  
est. 1987

These “ACC Standards” have been prepared as a supplement to the “Amended and Restated Declaration of Covenants, Conditions and Restrictions Applicable to all property in BARRINGTON” which are of record and will take precedence in the event of any conflict.

Barrington is being developed to provide a community of well designed homes that recall primarily traditional, time-honored architectural stylings by allowing for innovative features and materials of high quality. The development master plan includes a community lake and a minimal number of heavily landscaped entrances which will limit through traffic and enhance the exclusive nature of the community. Each home constructed must conform to strict requirements relative to siting, design and landscaping. These requirements are part of the “Amended and Restated Declaration of Covenants, Conditions and Restrictions” which are a matter of record and will be administered and enforced by an Architectural Control Committee appointed by the Board of Directors (“Board”) of the Barrington Property Owners’ Association, Inc. (“Association”).

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## I. Architectural Control Committee and Application Process

The Architectural Control Committee (ACC) shall consist of two to five members appointed by the Board of Directors, with the Chairperson being a member of the Board of Directors. The members of the committee may be replaced, if needed by the Board of Directors. The Barrington Architectural Control Committee (ACC) has been established to implement these ACC Standards. Although the Standards contain a listing of specific requirements to be followed, the very nature of design is an individualistic process. Consequently the responsibility of the ACC is to interpret the goals of the community and these ACC Standards as they relate to each design submittal. The ACC will review all improvements being constructed on Lots or Common Area.

When a set of plans are submitted to the ACC, they should be in writing and include date, name of all Lot Owners, address of Lot and the following:

### A. Site Plan

Each site plan must include all buildings, locations, driveways, parking areas, walks, swimming pools, tool houses, fencing, decks, retaining wall or any other exterior improvements.

### B. House Plan

Each house plan shall include elevations of each side of house in sufficient detail to comprehensively illustrate the house, and foundation, basement and floor plans with square footage calculations on each.

### C. Specifications

All specifications should include a complete description of all materials to be used to construct requested modification.

### D. Landscape Plan

All landscape plans shall locate and include a complete description of size and type of plant materials, sprinkler systems, exterior lighting, pools, tool sheds, fencing, decks and retaining walls and generally include any and all exterior improvements.

The Committee will have thirty (30) days to review the plans and may:

- A. Approve the plans
- B. Approve the plans with changes
- C. Deny the plans

Should an application be denied by the ACC on the basis of the Declaration or ACC Standards, and the applicant feels that the submittal was misinterpreted or that there are extenuating circumstances which should qualify them for an exception from these

requirements, the applicant shall request a meeting before the Barrington Board of Directors to discuss an appeal.

## II. Who Must Comply

Each Lot Owner in Barrington is responsible for his Lot being in compliance with these ACC Standards. Any improvements made to Lot may affect that compliance and each Owner must obtain any reviews and approvals required to maintain compliance. This is true regardless of whether or not the work is being performed by the Owner directly or any other party. NOTE: The Association reserves the right to require removal or repair of any modification that is not in compliance with the Standards or that lacks written approval from the ACC.

No new homes or additions, improvements, alterations to existing homes, repairs, changes in color, excavations, changes in grade, major landscaping or other work which in any way alters the exterior appearance of any Lot or the exterior of any improvement located thereon from its natural or improved state existing on the date such Lot was first conveyed to an Owner (including clearance of trees and vegetation), shall be made or done until the construction schedule, plans, specifications, working drawings, landscaping plan, and proposals for the same showing the nature, kind, shape, size, elevations, type, color, materials and location of the residence and all other improvements to be on the Lot, including, without limitation, all walks, drives, tool sheds, pools, water features, recreational facilities, tennis courts, exterior lighting, fencing, screening, retaining walls, decks, and mailboxes (the "Plans and Specifications") shall have been submitted to and approved in writing by the ACC as to harmony of external design and location in relation to surrounding structures and topography.

In addition to compliance with these ACC Standards, Lot Owners or their builder/contractor may be required to obtain other permits or governmental inspections such as a building permit from Henrico County. It is not the responsibility of the ACC to obtain any other permits for any Lot Owner, nor to provide any guarantees or waive any legal requirements for compliance with any state or county law, or with the Declaration or these Guidelines.

## III. New Home Construction

### A. Zoning and Required Conditions

All site development shall comply with the current version of the Zoning Ordinance of the County of Henrico, Virginia. Requirements outlined herein which are more restrictive shall apply for Barrington.

#### B. Stake Out Review

Prior to beginning any clearing or construction activity, the Builder or Lot Owner must stake and identify the following on the site: house corners, limits of clearing and grading, and driveway.

A member of the ACC will then review the staking and flagging for compliance with the site plan that has been previously approved by the ACC. In the event that these activities do not comply with the approved site plan, the Builder or Lot Owner will be enjoined from proceeding with the clearing or construction activity. The Builder or Lot Owner can either correct the staking and flagging or submit an amended site plan for approval by the ACC.

#### C. Erosion and Sedimentation

Builders and Lot Owners are required to comply with applicable government regulations and code requirements. Silt runoff and mud from vehicular traffic will be contained on the Lot. Erosion control devices shall be installed prior to construction, if needed. This includes but is not limited to silt fences and stone construction entrances. The builder/Lot Owner shall maintain all erosion control devices until construction has been completed and planting installed. Any mud or silt runoff shall be immediately removed by the builder/Lot Owner.

#### D. Grading and Drainage

Grading and drainage construction within the site shall not be constructed so as to visually detract from or physically impair other residences. Subsurface drainage may be required where necessary, to resolve unusual surface or subsurface drainage conditions.

#### E. Construction Materials

Only useable construction materials may be stored on a construction site. The materials must be kept neatly in place in a way that minimizes the visibility from the road or adjacent Lots.

#### F. Refuse and Debris

Trash and construction debris should be penned and confined to a small portion of the Lot during construction and be removed periodically.

#### G. Utility and Trash Screening

Exterior components of heat pumps, air conditioning units, gas meters, generators, etc. shall be located on the rear of the house or to the back of a side wall. Each Lot shall have a screened area or areas for fuel tanks, or storage receptacles, gas meters, air conditioning equipment, generators, and other unsightly objects in order to conceal them from view of adjacent properties or the road. Screening may be either shrubbery or finished or unfinished (salt-treated) board fence enclosures, or lattice enclosures, properly supported, level and plumb. Objects shall be screened on all sides with allowance for one 3' wide opening, not visible from the street. Spaces between vertical boards shall be 2" maximum. The height of the screening enclosure shall be at least as high as the object screened. If not in a screened enclosure, garbage receptacles must be located in rear of

house or in garage. Trash and debris may not be left at curbside. The only exception to this rule is the bi-monthly county pick up for recycling.

#### H. Trees

The developer intends to preserve as much of each building Lot in a natural state as possible. Any trees six inches (6") or more in diameter at a height of five feet (5') above the ground may not be removed outside of building area without the ACC approval. This includes dead or diseased trees.

#### I. Walkways

Walkways should be constructed of brick pavers, exposed aggregated concrete or other material, approved by the ACC. Plain smooth concrete will not be permitted. Each house must have a walkway from the driveway to the front door.

#### J. Driveways

All driveways shall have topsoil removed and subgrade compacted and a minimum of 6" of base stone installed at time of Lot clearing. Finished drives should be constructed of brick pavers, exposed aggregate concrete, interlocking pavers, asphalt or other material approved by the ACC. If gravel drives are approved they shall be edged by cobblestone with mortar joints or other approved materials.

#### K. Landscaping

Selection and location of plant material should be considered as an integral part of entire house and site plan. A description of plant materials to be used, including types, sizes and specifications shall be submitted for approval by the Architectural Control Committee in conjunction with the required submission of architectural materials. Front yard lawns and side yard lawns adjacent to public streets should be irrigated with an automatic sprinkler system.

#### L. Housing Requirements

1. Context and Detail - All homes in Barrington shall be of primarily traditional architectural stylings and materials but will allow for innovative features and modern state-of-the-art materials. Designs that are considered starkly contemporary by the ACC will not be approved unless an entire separate section of the development is designated for such. Outstanding floor plans may be repeated within the development; however no two homes may have identical front elevations. Basic designs may be considered unacceptable unless sufficient consideration is given to architectural detailing such as door and window trim, cornice, stoops, railings, etc. The ACC may reject highly stylized houses with overstated eclectic design elements, houses with overly mixed style or houses with insufficient stylistic theme or treatment.
2. Floor Area - The minimum finished floor area of any home constructed shall be 3500 square feet of heated living space (garage shall not be considered living space). .

3. Foundations - All exposed foundations shall be of brick, stone, stucco or other material approved by the ACC. No exposed, parged, scored or painted concrete block foundations will be permitted. Stoops and steps on the front elevation of the home shall be constructed of brick or stone,

4. Exterior Walls - Should be constructed of brick, stone, stucco, colonial beaded siding or other material approved by the ACC. The front elevation of the house must be brick, stone or stucco. ***Aluminum and vinyl siding are not permitted.***

Roof - Must be slate, imitation slate, Hendrick's Tile, cedar or other superior dimensional shingle material approved by the ACC. No three-tab asphalt shingle roofs will be permitted. Dimensional asphalt shingle roofs similar to, but not exclusive of, "Grand Manor" will be permitted. The roof color shall be uniform in appearance. The shingles or tiles shall be uniform in size and color or may have a very minimal shade variation of the same color between shingles so that at a distance the color appears the same. ***Roof colors must be approved at the discretion of the ACC. Only grey tones or black will be permitted.*** Copper will be permitted only in limited decorative uses such as box/bay windows or front entrance porticos. ***The minimum roof pitch permitted for the main portion of the house shall be 7/12, a lesser pitch, no less than 4/12, may be permitted on wings, sunrooms, porches, etc.***

5. Painting - All paint colors must be submitted for approval prior to painting. Houses adjacent or close to each other shall not have identical paint colors. Color selections are not limited, however the ACC shall not approve colors that are extremely bright or combinations of colors that it decides are not compatible and will require repainting if painted without approval. Colors selected must be harmonious with each other and with other finishes such as masonry foundations, masonry, and roof colors.

6. Structures - No building of any kind whatsoever shall be erected or maintained thereon except for (i) one (1) private dwelling house, each dwelling being designated for occupancy by a single family; (ii) one (1) private one or two car garage for the sole use of the Owner of the Lot upon which such garage is erected, no garage with front facing doors will be permitted unless the garage is a free standing accessory building; (iii) a single building for the storage of noncommercial vehicles or boats, equipment and tools used in the maintenance of the Lot upon which it is erected; (iv) a private greenhouse or garden shelter and (v) a bath house accessory to a swimming pool. Not more than one residence shall be erected or maintained upon any Lot

#### IV. Additions and Modifications to Existing Houses

##### A. Additions

1. The architectural style and finishes of the addition shall match the style and finishes of the existing house, as determined by the ACC.
2. Elements such as cornice, rake boards, corner boards, soffits, eaves, gable end overhangs, window trim, door trim and shutters of the addition shall match the style and materials of the same elements on the existing house.
3. The massing of the addition shall be similar in the use of shapes to that of the house, but proportionally smaller so as not to overpower the house.
4. Openings shall be required in additions, such as windows and doors, and shall match the windows and doors of the original house in material and style. .
5. Exterior colors shall match the colors of the existing house.
6. Siding and exterior finish materials must match exactly the existing house in color, material, style and design, ie: beaded siding on addition must be the same as the beaded siding on the existing house.
7. Roofing on additions (excluding box/bay windows and front entrance porch/portico roofs) shall match the existing house in color, style and material. .
8. The space beneath any structure constructed on brick piers (excluding decks) higher than 2' – 0" above grade but less than one story above grade shall be enclosed with lattice. The lattice may be painted wood, treated wood, or white vinyl.
9. ***The minimum pitch on covered decks and patios must have a roof pitch which will permit the use of the roofing materials as required in Section III L (4).***

##### B. Accessory Buildings, Detached Garages and Storage Buildings

Any accessory building larger than ten feet (10') by twenty feet (20') must be located twenty feet (20') or more from the rear plane of the home. Carports, either detached or attached, are not permitted.

1. Detached garages shall be of the same architectural style as the existing house and must have the same exterior finish materials and elements as the existing house such as gable end overhangs, siding, roofing, etc. Colors must match the colors of the existing house.



2. Openings are required in detached garages in addition to the garage vehicle door, such as windows and at least one additional entry door.
3. Storage buildings shall be of similar style as the existing house. The minimum roof pitch on storage buildings shall be 4 in 12.
4. Siding and exterior finish materials must match exactly the existing house in color, material, style and design, i.e: beaded siding on storage building must be the same as the beaded siding on the existing house. Exceptions may be granted at the discretion of the ACC for 4-sided brick and masonry houses only. Aluminum and vinyl siding will not be permitted.
5. Elements on storage buildings such as cornice, rake boards, corner boards, soffit, eaves, gable overhangs, window trim, door trim and shutters shall match the style and materials of the same elements of the existing house. Eave and gable end overhangs shall be in proportion to the eave and gable end overhangs of the existing house (minimum of 6").
6. Openings are not required in storage buildings other than doors. Windows and doors used in storage buildings shall be similar in style and material to those of the existing house. Alternate styles of doors may be used at the discretion of the ACC.
7. The space beneath the bottom of the storage building floor shall be enclosed with lattice if 12" or higher than grade.

#### C. Fencing and Walls

All fencing and walls should be designed as integral part of house and must be approved as to location, material and color by the ACC. Materials must be wood, metal, brick, stone or vinyl. Type must be picket, split rail, brick, or metal railing style. Height may not exceed 6 feet, measured from the highest point of the fence to the ground, although the preferred height is 4 feet. Fences will not be permitted to extend any closer to the street than the rear wall of house. Lake front lots are limited to fences which do not obstruct the view. Lot Owners on lake front property must also observe the 20' shoreline easement for maintenance of the lake.

#### D. Mailboxes

All mailboxes and posts were initially selected and provided by the developer. Any replacement mailbox must be approved by the ACC.

The standard approved mailboxes and posts for homes constructed after January, 2010 will be as follows:

Posts - must be standard \*black cast aluminum (Decorative 300 Series Style). Mailboxes must be \*standard black steel with gold house numbers (1 3/4" on small box or 2 1/2" on large box).

The standard approved mailboxes and posts for homes constructed prior to January, 2010 will be as follows:

Posts - must be standard \*black cast aluminum (Decorative 300 Series Style) or wood 6" x 6" (existing style) painted matte black.  
Mailboxes must be \*standard black steel with gold house numbers (1 ¾" on small box or 2 ½" on large box).

The existing Bluegrass Woods mailboxes on natural 6 x 6 wooden posts will be permitted until the mailbox or post is in disrepair as it relates to appearance or function (as determined by Board of Directors in accordance with Article IV, Section 9 a and b of the Declaration). At such time, the mailbox must be replaced with the mailbox as listed above and the existing wood post must be painted black or replaced with a cast aluminum post as listed above. The items with an asterisk above must be ordered through the Association's supplier at owner's expense. All homeowners will be required to keep their mailbox maintained including fixing paint chips and/or damage of any kind to the box or post.

#### E. Lighting

All exterior lighting must be approved by the ACC, as to location, size and intensity. No lighting shall be of such character or intensity or be so located as to interfere with any other owners use or enjoyment of his Lot. Exterior light fixtures shall be limited to lights at entrances, at garage doors, one exterior front post lamp, low intensity landscape or driveway lights, and eave mounted floodlights directed completely within the applicant's lot area. High intensity house or pole mounted area or security lights are prohibited.

#### F. Color Changes

All paint colors must be submitted for approval prior to painting. Houses adjacent or close to each other shall not have identical paint colors. Color selections are not limited, however the ACC shall not approve colors that are extremely bright or combinations of colors that it decides are not compatible and will require repainting if painted without approval. Colors selected must be harmonious with each other and with other finishes such as masonry foundations, masonry, and roof colors.

#### G. Holiday/Seasonal Decorations

Temporary seasonal decorations and lighting are permitted provided they do not remain in place for longer than thirty (30) days prior to the holiday/season or two weeks after the holiday/season. Displays or decorations that exceed these criteria must be approved as non-temporary Architectural Modification. Other holiday decorations are permitted, but may not be displayed more than 1 week before or 1 week after the holiday. Notwithstanding the foregoing, the Board may require that such decorations be altered or removed if, in its sole discretion, they are inappropriate for the community.

#### H. Flagpoles

No flag or flagpole of any size, shape, or form, temporary or permanent, shall be permitted on the exterior of any portion of a Unit or improvement thereon, except that the

ACC may grant written approval for a reasonable and aesthetic house mounted pole or poles which are attached to and extend from the façade of the house. One house mounted pole may be attached to and extend from the façade of a house without the prior written approval of the ACC as long as the pole does not exceed 6 feet in length and the flag displayed on the pole does not exceed 4 feet x 6 feet. Outside of this stated approved guideline, the display of any flag or the installation of any necessary supporting structure(s) for any flag on or within any Lot, including on the exterior of any home or any improvement on the Lot thereon, is hereby expressly prohibited without the prior written approval of the ACC.

#### I. Satellite Dishes and Antennas

Provided signal reception can be obtained without substantial increased installation cost, a satellite dish up to one meter in diameter shall be permitted in the following order of location:

1. On the rear of the home, eave of the rear roof or back side of a chimney
2. On the side of the home near the rear corner of the home
3. On the side of the home near the front corner of the home
4. In the Rear Yard with approved screening
5. In a Side Yard with approved screening

Satellite dishes will be permitted in other locations with approved screening only if signal reception cannot be obtained in any other of the above locations.

#### J. Sun Control Devices

Sun control devices such as awnings and trellises must be compatible with the architectural style, character, and color of the house.

1. Awnings (permanent or retractable) must be consistent with the architectural style, character and color of the house. Awnings are only permitted on the rear of the home and over side entry doors. Homeowner must receive the approval of the ACC prior to installing an awning. All awnings, including materials and colors will be reviewed on a case by case basis. Accurate drawings or pictures of awnings and color swatches are required for review.
  - A. On permanent awnings, metal support posts must be enclosed in materials similar to the deck or painted to match the exterior of the home. Color and material must be approved by the ACC.
  - B. No exposed metal framework is permitted on either permanent or retractable awnings.
  - C. Any visible disrepair, discoloration, staining, and/or tears must be repaired and replaced upon occurrence, or within thirty (30) days of notification from the ACC. The committee has the authority to require repairs and maintenance or removal of damaged awnings when noted and when it is deemed necessary.

D. When repairs are being made to the awning canvas, the metal framework may not be exposed for more than thirty (30) days.

2. Arbors and Trellis - Any arbor or trellis must not exceed 84" in height from the ground.

#### K. Solar Energy Collection Devices

Solar energy collection devices must receive approval from the ACC prior to installation. A complete description (photos/drawings) as to construction design, materials (types and sizes), proposed location, and color/finish must accompany the form.

1. Solar energy collectors create a large visual impact on a structure due to their size. Therefore, it is important to properly integrate the collector into the design of the house so as to conceal it. Whenever possible, they should be installed on the back roof of a house.
2. Only commercially manufactured solar energy collection devices are permitted.
3. Solar energy collectors should appear to be flush with the roof. Collectors on a flat roof must be set back and concealed with a parapet unless integrated with the roof design of the structure.
4. Collectors must be constructed of glass with wood or metal trim. All trim must be painted to match the background color of the roof to conceal it. All piping must be concealed.
5. Freestanding collectors are discouraged. If a freestanding collector is necessary, it shall be located behind the mass of the house and completely concealed from the roads and adjacent properties or working with another architectural element
6. If a device is not properly maintained, the Association will request removal of the device.

#### L. Window and Through Wall Air Conditioning Units

Window and thru wall air conditioning units are prohibited on the Lots.

#### M. Storm Windows and Doors

Storm windows and doors shall be compatible with the units that they cover and with the style and color of the house. Excess ornamentation not consistent with other ornamentation on the house, is prohibited. Storm doors on front doors shall be full glass or six-panel glass painted to match the existing front door.

#### N. Woodpiles

Kept neat and orderly, stacked no higher than 6 feet tall and 20 feet in length and located behind the rear plane of the house. If covered, tarpaulins must be in muted colors (i.e. brown, black, green).

#### O. Dog Houses

Must be located directly behind the dwelling (house). No larger than twenty (20) square feet in floor area and no higher than four feet (4'). The dog house must be neat and orderly in appearance in muted colors to be consistent with the overall design standards of Barrington.

#### P. Signage

No signs of any kind shall be displayed to the public view on any Lot except:

1. During new construction, one construction sign, not exceeding three (3) square feet in area, per site is allowed for builder identification and display of building permit and shall be removed subsequent to substantial completion of the house.
2. One sign, not exceeding three (3) square feet in area, used for the purpose of advertising the Lot for sale or rent.
3. One sign, not exceeding three (3) square feet in area, which identifies the resident occupying the Lot, the name of the Lot or both.

Any other sign, whether temporary or permanent, must have prior written approval of the ACC.

#### Q. Tents and Temporary Structures

No tent, shack, mobile home or other structure of a temporary nature shall be placed upon any part of the property. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the ACC. Party tents may be erected the day before the event and must be removed within 2 days after the event.

#### R. Pools

No temporary, portable or above-ground swimming pool with a capacity in excess of 250 gallons may be erected or maintained on any lot. The location of all in-ground swimming pools, whirlpools, and spas must be approved by the ACC, and the ACC may require that they be screened from view by adjacent property and/or the public.

#### S. Lawn and Landscape Maintenance

1. Grass should be healthy at all times during growing months and adequately cared for year round. This shall include regular weed control, fertilization, watering and insect control in order to maintain healthy grass.

Grass shall be mowed, as necessary, so that its maintained height is not greater than six inches (6").

2. Lawns shall be maintained with an adequate covering of grass, trees and shrubbery. Flower, tree and shrub beds shall not be allowed to present an overgrown or weedy appearance. Trees and shrubs shall be properly pruned to maintain a neat and manicured appearance in a manner consistent with the community-wide standard, as determined by the Board of Directors in its sole discretion.
3. Dead trees and shrubs shall be removed as directed the ACC. Leaves and other unsightly debris shall be removed from the lot and disposed of properly.

#### T. Playhouses and Equipment

Play structures and equipment are not buildings, fences or landscape elements; consequently they do not fall under a typical set of architectural control requirements. They are often highly visible and alter the exterior appearance of Lots as contemplated by Article VI Section 1 of the Declaration, and depending on their design and application, they may defeat many of the aesthetic and environmental goals that the community has sought to achieve. The following items, which are not an exhaustive list, are considered play equipment for the purposes of this article:

SWING SETS  
SLIDING BOARDS  
JUNGLE GYMS – CLIMBING STRUCTURES  
SKATE BOARD RAMPS, STRUCTURES  
FORTS  
TREE HOUSES  
PLAY HOUSES  
BASKETBALL BACKBOARDS  
DOG HOUSES  
TRAMPOLINES  
KIDDIE POOLS

It is the policy of the ACC not to require, review and approval of play structures as defined by this Article. However, play structures which are brought to the attention of the ACC by a resident as being a visual nuisance will be observed and may be referred to the ACC for review as an unsightly object. The ACC may require relocation and/or screening of the object from view. All temporary toys, play structures, sports equipment and kiddie pools (not to exceed 12” in depth) used in the front or side yard must not be kept in the front or side yard overnight.

Forts, Tree-houses, Playhouses, or other enclosed play buildings with an interior height of 6’-0” or less floor-to-ceiling, and with a total floor area of less than 36 square feet shall be considered to be Play Structures. Buildings exceeding either of these limits shall be considered to be Accessory Buildings.

## PLAY EQUIPMENT GUIDELINES

1. Play Equipment shall be located in rear yards only. Basketball backboards must be located behind the front plane of the home.
2. Play Equipment should be finished in muted colors or in natural material (galvanized steel, treated wood, etc.)
3. Play Equipment should be located away from property lines adjacent to other houses or streets and away from neighbor's direct view where possible.
4. Home-built Play Equipment should be neat and orderly in appearance and finish.
5. Lot Owners should exercise care and common courtesy in using Play Equipment that creates noise (i.e.: basketball backboards, skateboard ramps).
6. Play Equipment which has fallen into disrepair or has been outgrown by children should be removed from the property.
7. Trampolines – Dimensions shall not exceed 12' in height, 16' in diameter for round or octagon shapes, and 10' x 17' for rectangular shape. One trampoline may be constructed per Lot and must be constructed with metal or wood with muted colors. Trampolines must be located behind the house (no farther forward than the rear corners of the house), unless otherwise approved by the ACC.

## SCREENING

If a Play Structure is referred to the ACC as an unsightly object, the ACC may require relocation or screening of the structure.

If screening is required, the standard requirement for screening will be to provide densely shaped evergreen shrubs or trees of a height when planted of at least 2/3 the height of the structure, and so placed as to provide a continuous screen on the stipulated side. Planting can be in a continuous row or staggered. A variety of shrubs/trees may be used in addition to single species solutions. When plantings are required, it shall be the responsibility of the homeowner to submit to the Board a plan and proposed plant types for review. Privacy fences with a maximum height of six feet (6') may also be proposed by the homeowner for construction as screening.

## LAKE ACCESS

***The lake located within Barrington Property Owners' Association is a private lake and for use and enjoyment of residents and their guests only. The hours of lake access is from 8:00am-9:00pm daily. Any persons using the lake facilities outside of these hours will be considered trespassing. Your understanding and compliance is appreciated.***







**Nationwide**  
Is on your side

NATIONWIDE MUTUAL INSURANCE CO  
ONE NATIONWIDE PLAZA  
COLUMBUS, OH 43215-2220

45 80442  
RENEWAL

## PREMIER BUSINESSOWNERS POLICY

### PREMIER HABITATIONAL COMMON DECLARATIONS

Policy Number: **ACP BPHM 2493145120**

Named Insured: **BARRINGTON PROPERTY OWNERS ASSOC INC**

Mailing Address: **3901 WESTERRE PKWY STE 100  
RICHMOND, VA 23233-1341**

Agency: **CHARLES M KIRBY JR**

Address: **RICHMOND VA 23294-5804**

Agency Phone Number: **(804)270-0406**

Policy Period: Effective From **03-15-17** To **03-15-18**  
12:01 AM Standard Time at your principal place of business.

Form of your business entity: **CORPORATION**

Description of your business: **HOMEOWNERS ASSOCIATION**

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

**CONTINUATION PROVISION:** If we offer to continue your coverage and you or your representative do not accept, this policy will automatically terminate on the expiration date of the current policy period stated above. Failure to pay the required premium when due shall mean that you have not accepted our offer to continue your coverage. This policy will terminate sooner if any portion of the current policy period premium is not paid when due.

**RENEWAL POLICY NOTICE:** In an effort to keep insurance premiums as low as possible, we have streamlined your renewal policy by not including printed copies of policy forms or endorsements that have not changed from your expiring policies, unless they include variable information that is unique to you. Refer to your prior policies for printed copies of these forms. If you have a need for any form, they are available by request from your agent.

**FLOOD EXCLUSION:** The General Assembly of Virginia mandates we advise you that your property insurance policy does not provide coverage for flood, surface water, waves, tidal water or other overflow of a body of water. You will not have coverage for damage to your property from floods unless you take steps to purchase a separate flood insurance policy. Such a policy, which can also provide contents coverage, may be available from the National Flood Insurance Program. Please contact your agent for information about obtaining flood coverage under the National Flood Insurance Program.

**TOTAL POLICY PREMIUM \$ 968.00**

Previous Policy Number			
<b>ACP BPHM 2483145120</b>	<b>ENTRY DATE</b>	<b>01-05-17</b>	<b>Countersignature</b>
			<b>Date</b>

These Common Policy Declarations, together with the Common Policy Conditions, Coverage Form Declarations, Coverage Forms and any endorsements issued to form a part thereof, complete the Policy numbered above.

**PB 81 00 (01-01)**

**Page 1 of 2**

**DIRECT BILL 5IEE**

**AR**

**INSURED COPY**

**UID 99**

**32 07372**

NW-QP-1305 0316 00

# PREMIER BUSINESSOWNERS POLICY

PREMIER HABITATIONAL

## SCHEDULE OF NAMED INSUREDS

Policy Number: ACP BPHM 2493145120

From 03-15-17

Policy Period:  
To 03-15-18

Named Insured:

BARRINGTON PROPERTY OWNERS ASSOC INC

## **NATIONWIDE MUTUAL INSURANCE COMPANY MUTUAL COMPANY CONDITIONS ENDORSEMENT**

### **POLICYHOLDER MEMBERSHIP IN THE COMPANY**

(Applicable Only to Policies Issued by Nationwide Mutual Insurance Company in States other than the State of Texas)

Because this policy is issued by Nationwide Mutual Insurance Company (the "Company"), the first named insured listed on the declarations page ("named insured") is a member of the Company issuing the policy while this or any other policy issued by the Company is in force. While a member, the named insured is entitled to one vote only – regardless of the number of policies issued to the named insured – either in person or by proxy at meetings of members of the Company.

The annual meeting of members of the Company will be held each year at the Home Office of the Company in Columbus, Ohio, at 10 a.m. on the first Thursday of April. If the Board of Directors of Nationwide Mutual Insurance Company should elect to change the time or place of that meeting, the Company will mail notice of the change to the member's last known address. The Company will mail this notice at least 10 days in advance of the meeting date.

This policy is non-assessable, meaning that the named insured is not subject to any assessment beyond the premiums required for each policy term.

### **POLICYHOLDER DIVIDEND PROVISIONS**

The named insured is entitled to any Dividends which are declared by the Board of Directors of the Company in accordance with law and which are applicable to coverages provided in this policy.

### **POLICYHOLDER MEMBERSHIP IN THE COMPANY IN TEXAS**

(Applicable Only to Policies Issued by Nationwide Mutual Insurance Company in the State of Texas)

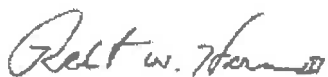
**1. MUTUALS – MEMBERSHIP AND VOTING NOTICE.** The named insured is notified that, by virtue of this policy, the named insured is a member of the Nationwide Mutual Insurance Company of Columbus, Ohio, (the "Company") and is entitled, as is lawfully provided in the charter, constitution, and by-laws to vote either in person or by proxy in any or all meetings of said Company. Each member is entitled to only one vote regardless of the number of policies owned. The annual meetings of the members of the Company are held in the Home Office, at Columbus, Ohio, on the first Thursday of April, in each year, at 10:00 o'clock a.m.

**2. MUTUALS – PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY.** No Contingent Liability: This policy is non-assessable. The named insured is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

### **POLICYHOLDER DIVIDEND PROVISIONS**

The named insured shall be entitled to participate in a distribution of the surplus of the Company, as determined by its Board of Directors from time to time, after approval in accordance with the provision of the Texas Insurance Code, of 1951, as amended.

IN WITNESS WHEREOF: Nationwide Mutual Insurance Company has caused this policy to be signed by its President and Secretary, and countersigned by a duly authorized representative of the Company.



Secretary



President



# PREMIER BUSINESSOWNERS POLICY

## PREMIER HABITATIONAL PROPERTY DECLARATIONS

Policy Period:

Policy Number: **ACP BPHM2493145120**

From **03-15-17** To **03-15-18**

Description of Premises Number: **001** Building Number: **001** Construction: **MASONRY NON-COMBUST**  
Premises Address **11508 BARRINGTON BRIDGE TER** **RICHMOND** **VA** **23233-1751**  
Premises ID  
Occupancy **00** Classification: **HOMEOWNERS ASSOCIATIONS**

Described as: **ENTRANCE BRIDGE**

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".

The Property Coverage provided at this premises is subject to a \$ **500** Deductible, unless otherwise stated.

COVERAGES	LIMITS OF INSURANCE		
Building - Replacement cost			<b>\$237,500</b>
Business Personal Property -			<b>NOT PROVIDED</b>
<b>ADDITIONAL COVERAGES - the Coverage Form Includes other Additional Coverages not shown.</b>			
Business Income - ALS - 12 Months - NO Hour Waiting Period - 60 Day Ordinary Payroll Limit			<b>INCLUDED</b>
Extra Expense - Actual Loss Sustained (ALS) - 12 Months - NO Hour Waiting Period			<b>INCLUDED</b>
Equipment Breakdown			<b>INCLUDED</b>
Automatic Increase in Insurance - Building			<b>3%</b>
Automatic Increase in Insurance - Business Personal Property			<b>NOT PROVIDED</b>
Back Up of Sewer and Drain Water (limit shown per Building, subject to \$25,000 policy aggregate)			<b>\$5,000</b>
Appurtenant Structures - 10% of Building Limit of Insurance - maximum \$50,000 any one structure			<b>INCLUDED</b>
Increased Cost of Construction			<b>\$25,000</b>
<b>OPTIONAL INCREASED LIMITS</b>	<b>Included Limit</b>	<b>Additional Limit</b>	
Account Receivable	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$50,000</b>
Valuable Papers and Records (At the Described Premises)	<b>\$25,000</b>		<b>\$25,000</b>
Forgery and Alteration	<b>\$10,000</b>		<b>\$10,000</b>
Money and Securities - Inside the Premises	<b>\$10,000</b>		<b>\$10,000</b>
Outside the Premises (Limited)	<b>\$10,000</b>		<b>\$10,000</b>
Outdoor Signs	<b>\$2,500</b>		<b>\$2,500</b>
Outdoor Trees, Shrubs, Plants and Lawns	<b>\$10,000</b>		<b>\$10,000</b>
Business Personal Property Away From Premises	<b>\$15,000</b>		<b>\$15,000</b>
Business Personal Property Away From Premises - Transit	<b>\$15,000</b>		<b>\$15,000</b>
Electronic Data	<b>\$10,000</b>		<b>\$10,000</b>
Interruption of Computer Operations	<b>\$10,000</b>		<b>\$10,000</b>
Building Property of Others	<b>\$10,000</b>		<b>\$10,000</b>
<b>OPTIONAL COVERAGES - Other frequently purchased coverage options.</b>			
Employee Dishonesty \$150,000 Policy Occurrence			<b>INCLUDED</b>
Ordinance or Law - 1 - Loss to Undamaged Portion			<b>NOT PROVIDED</b>
2 - Demolition Cost and Broadened Increased Cost of Construction			<b>NOT PROVIDED</b>
Virginia (Broad)			<b>NOT PROVIDED</b>
Ordinance or Law Broadened			<b>NOT PROVIDED</b>

### PROTECTIVE SAFEGUARDS

This premise has Protective Safeguards identified by symbols below. Insurance for Fire or Burglary and Robbery at this premise will be excluded if you do not notify us immediately if any of these safeguards are impaired.

See **PB 04 30** for a description of each symbol. APPLICABLE SYMBOLS: **NOT APPLICABLE**

**PB 81 01 (04-11)**

**NATIONWIDE MUTUAL INSURANCE COMPANY**

**Page 1 of 2**

**DIRECT BILL 5IEE**

**AR**

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**UID 99**

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# PREMIER BUSINESSOWNERS POLICY

## PREMIER HABITATIONAL

### MORTGAGEE ASSIGNMENT INFORMATION

Policy Period:

Policy Number: **ACP BPHM2493145120**

From **03-15-17** To **03-15-18**

Additional Interest:  
Interest:

Interest Number:

Loan Number:

Additional Interest:  
Interest:

Interest Number:

Loan Number:

Additional Interest:  
Interest:

Interest Number:

Loan Number:

Additional Interest:  
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Interest Number:

Loan Number:

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Additional Interest:  
Interest:

Interest Number:

Loan Number:

# PREMIER BUSINESSOWNERS POLICY

## PREMIER HABITATIONAL LIABILITY DECLARATIONS

Policy Number: **ACP BPHM2493145120**

Policy Period:  
From **03-15-17** To **03-15-18**

### LIMITS OF INSURANCE

Each Occurrence Limit of Insurance	Per Occurrence	<b>\$1,000,000</b>
Medical Payments Coverage Sub Limit	Per Person	<b>\$5,000</b>
Tenants Property Damage Legal Liability Sub Limit	Per Covered Loss	<b>\$300,000</b>
Personal and Advertising Injury	Per Person Or Organization	<b>\$1,000,000</b>
Products – Completed Operations Aggregate	All Occurrences	<b>\$2,000,000</b>
General Aggregate (Other than Products – Completed Operations)	All Occurrences	<b>\$2,000,000</b>

### AUTOMATIC ADDITIONAL INSURED STATUS

The following persons or organizations are automatically insureds when you and they have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy.

Co-Owners of Insured Premises  
Controlling Interest  
Grantor of Franchise or License  
Lessors of Leased Equipment  
Managers or Lessors of Leased Premises  
Mortgagee, Assignee or Receiver  
Owners or Other Interest from Whom Land has been Leased  
State or Political Subdivisions - Permits Relating to Premises

### PROPERTY DAMAGE DEDUCTIBLE

NONE

### OPTIONAL COVERAGES

Hired Auto Liability Coverage	<b>Included in Each Occurrence Limit of Insurance</b>
Nonowned Auto Liability Coverage	<b>Included in Each Occurrence Limit of Insurance</b>

# PREMIER BUSINESSOWNERS POLICY

## PREMIER HABITATIONAL

### FORMS AND ENDORSEMENTS SUMMARY

Policy Period:

Policy Number: **ACP BPHM2493145120**

From **03-15-17** To **03-15-18**

FORM NUMBER	TITLE
PB1216	0904 VIRGINIA EFFECTIVE TIME CHANGES - REPL A
PB0002	1114 PREMIER BUSINESSOWNERS
PB0006	1114 PREMIER BUSINESSOWNERS LIABILITY COVERAG
PB9045	0515 VIRGINIA AMENDATORY ENDORSEMENT
PB0009	1114 PREMIER BUSINESSOWNERS COMMON POLICY CON
LI0021	0101 NUCLEAR ENERGY LIABILITY EXCLUSION
PB0404	0101 HIRED AUTO AND NON-OWNED AUTO LIABILITY
PB5422	0406 AMENDMENT - EMPLOYEE DISHONESTY OPTIONAL
PB0412	0101 LIMITATION OF COVERAGE TO DESIGNATED PREMISES
PB6005	1109 ADDITIONAL INSURED - HOMEOWNERS ASSOCIAT
EN7281	0706 IMPORTANT INFORMATION REGARDING YOUR INS
PB2999	0215 EXCLUSION - FUNGI OR BACTERIA
PB2998	0908 EXCLUSION - VIOLATION OF CONSUMER PROTEC
PB1504	1114 ACCESS OR DISCLOSURE OF CONFIDENTIAL OR
PB0523	0715 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

#### IMPORTANT NOTICES

IN7280	0904	IMPORTANT NOTICE - AVAIL OF ORDINANCE OR LAW COVERAGE - VIRG
IN7672	0113	VIRGINIA EARTHQUAKE EXCLUSION
IN7253	0704	FLOOD EXCLUSION NOTICE
IN7809	1115	DATA BREACH & IDENTITY RECOVERY SERVICES



**There have been no approved minutes within the last  
six months.**

## Property Inspection Report

Barrington

Property Address: 11801 Oak Point Ct., Henrico, VA

Order #: 23-00842799

Order Date: 7/28/2017

### GENERAL INFORMATION

Type of Association/Community?

Single Family Homes

If Sub or Master Association, explain?

N/A

### PROPERTY INSPECTION INFORMATION

Date of Inspection

8/2/2017

Time of Inspection

Unknown

Inspector's Name

Denez Stabler

Number of Photos Taken

0

Inspection Observations

**Approved Modifications: Gazebo**

Covenant Violations Noted

**None**

I hereby certify that the above information is true and correct to the best of my knowledge and belief.

*Lisa Goshert*

Signature of person completing form

**THIS INSPECTION WAS MADE TO DETERMINE IF THE UNIT/HOME IS IN COMPLIANCE WITH THE COVENANTS, BYLAWS, DESIGN STANDARDS AND RULES OF THE ASSOCIATION. IT IS NOT INTENDED TO COMMENT ON THE STRUCTURAL ASPECTS OF THE UNIT/HOME, NOR ZONING COMPLIANCE, HEALTH REGULATIONS, ETC. IT IS NOT POSSIBLE TO BE 100% CERTAIN OF ASSOCIATION RELATED COMPLIANCE AS NOT ALL AREAS OF THE UNIT/HOME ARE VISIBLE DURING THIS INSPECTION.**

*This information is being provided by Community Group as a courtesy service to lenders and other real estate professionals. Although Community Group believes that the information provided is complete and accurate, the requesting party understands and acknowledges that this information is subject to change without notice and that Community Group is not responsible for any inaccurate or omitted information.*

**Resale Disclosure Statement**  
**Barrington**

**PLEASE REFER TO PAGE 2 FOR COMPLETE ESCROW INSTRUCTIONS AND DETAILS**

**Order #:** 23-00842799

**Statement Date:** 08/03/2017

Property Address: 11801 Oak Point Ct., Henrico, VA

Order Date: 7/28/2017  
Requested By: Richard Bryan  
Phone #: (804) 655-2412  
Fax #:  
Contact Name:  
Contact Phone:  
Contact Email:

Escrow #:  
Owner / Seller: Mark T. Motley  
Closing Date:  
Buyer's Name: unknown  
Buyer's Address: unknown,  
City/State/Zip: unknown, unknown unknown  
Buyer's Phone #:

**FEES DUE TO COMMUNITY GROUP**

Order #	Processing Fee	Expedite Fee	Delivery Fee	Adjustment	Convenience Fee	Tax	Amount Due	Amount Paid	Balance
23-00842799	\$245.75	\$54.50	\$0.00	\$0.00	\$12.00	\$0.00	\$312.25	\$312.25	\$0.00
Post-closing Processing Fees									\$54.50
Other Fees									\$0.00
Total Due									\$54.50

Please reference ALL order number(s) from above on all checks you issue.

**ALL FEES/AMOUNTS PAYABLE AT CLOSING**

Mail all payments to: **COMMUNITY GROUP**  
**3901 WESTERRE PARKWAY SUITE 100**  
**RICHMOND, VA 23233**

**PLEASE PROVIDE SEPARATE CHECKS FOR AMOUNTS BELOW:**

- Please collect **\$54.50** for above noted fees.

**MAKE CHECK PAYABLE TO: Community Group**

- Please collect **\$0.00** for Association fees. (See page 2 for Comments & Fee Details)

**MAKE CHECK PAYABLE TO: Barrington**

Please provide Community Group with:

-Copy of HUD-1 or detailed Settlement Agreement to ensure accurate transfer of ownership.

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**Resale Disclosure Statement**  
**Barrington**

**FEES DUE TO ASSOCIATION**

**ADDITIONAL COMMENTS:**

<b>REGULAR ASSESSMENTS PAID THROUGH 12/31/2016</b>		<b>The 2017 budget has not been approved yet. The balance as of the date specified on this document is accurate, however, the balance is subject to change on a daily basis. Your closing attorney may request a Financial Update prior to closing to obtain current figures. The statement included in this package is not intended to be used for closing. The cost of a Financial Update is \$54.50.</b>  <b>Please refer to page 1 for fees due to Community Group, Inc.</b>
<b>Current Balance</b>	<b>\$0.00</b>	
Association Transfer Fees	\$0.00	
Working Capital Contribution	\$0.00	
Reserve Contribution	\$0.00	
Legal Fees	\$0.00	
Buyer's Advanced Assessments	\$0.00	
Other Fees	\$0.00	
Other Fees	\$0.00	
Other Fees	\$0.00	
<b>TOTAL DUE:</b>	<b>\$0.00</b>	

**ASSOCIATION ASSESSMENT INFORMATION**

Amount of Property Assessment is? **\$0.00**

Frequency of Property Assessment? **Annually**

The late fee is (enter the actual amount):

Assessments are due on the (for instance, "5th", "10th"): **August 1st**

Late fee interest is (for instance, 10% per annum):

Assessment is past due on (for instance, the 5th/the 10th)?

Other Assessment amount? **\$0.00**

Purpose of other Assessment?  
**None**

Amount of any active Special Assessments? **\$0.00**

Purpose of Special Assessment?  
**None**

**FINANCIAL INFORMATION**

Is there a Community Enhancement Fee? **Yes ☐ No ☒**

If so, how is Fee determined / calculated? **None**

Amount of money in the designated reserve fund intended to be used for long term capital needs? **\$121,751.69**

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## Resale Disclosure Statement Barrington

Capital expenditures, if any, approved by the Association for the next 12 months?

**Currently there are no known expenditures**

Expenditure of funds, if any, approved by the Association which shall require an assessment in addition to the regular assessment during the current or immediately succeeding fiscal year?

**None**

Are there any other entities or facilities to which the unit owners may be liable for fees or other charges? If so, explain.

**No**

If there is an Association loan, what is the loan balance?

**No**

Does the Association have any active leasehold that effects the Association? If so, what is the nature of the leasehold, and what is the remaining term of said leasehold?

**No**

If a Unit/Home is acquired through foreclosure, is mortgage company responsible for Association Assessments? If so, explain?

**Yes, from the date of foreclosure forward**

Is there a working capital, and/or reserve contribution paid by current owner, which is to be refunded to the current owner, by the buyer, at resale closing/settlement? If so, what is amount?

**No**

As a courtesy to Title Companies, and for the purpose of Closing/Settlement assessment calculation, the Daily Assessment Rate is?

**\$0.00**

### LEGAL INFORMATION

Does the Association hold the Right of First Refusal on this property transaction? If so, explain the process for obtaining a waiver and are first mortgage lenders Exempt?

**No**

Do the legal documents provide for architectural and or landscaping controls and approval?

**Yes ☒ No ☐**

Do the governing documents specifically allow the Association to foreclose on an owner's property for failure to pay Assessments?

**Yes ☒ No ☐**

Are there any liens against this specific Property? If so, explain?

**No**

Is the Association involved with any litigation with this specific Association Member? If so, explain?

**No**

Are there any active judgments against the Association? If so, explain?

**No**

The case number of pending lawsuits in which the property owners Association is a defendant includes:

**None**

Do the legal documents provide for mandatory mediation or arbitration?

**Yes ☐ No ☒**

Has the Association filed the Annual Report with the Virginia Common Interest Community Board?

**Yes ☒ No ☐**

The Association is incorporated under the laws of the Commonwealth of Virginia. The name and address of the Registered Agent is:

**Mike Terry, P.O. Box 500 Richmond, VA 23204-0500**

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## Resale Disclosure Statement Barrington

### COVENANT COMPLIANCE INFORMATION

Has the Unit/Home been specifically inspected for compliance with covenants in conjunction with this inquiry? Yes ☒ No ☐

A description of any conditions on the owner's property, or limited common area assigned thereto that the Association has actual knowledge are in violation of the Covenants/Restrictions, Bylaws or Rules applying to the subdivision/condominium:

None

Has notice been received from any governmental authority concerning any health, safety or building code issues in regards to common area, or Units/Homes, to our knowledge? If so, explain?

No

### GENERAL INFORMATION

Type of Association/Community? Single Family Homes

If Sub or Master Association, explain? N/A

Date of Association Fiscal Year End? December 31st

Is Unit/Home held in Fee Simple? Yes ☒ No ☐

Does the association permit ownership of 2 or more units under the same master deed or mortgage (duplex-triplex-fourplex) Yes ☐ No ☒

Limitation on the number of persons who may occupy a unit as a dwelling? Refer to the Declaration

Is the project a Manufactured Home community? Yes ☐ No ☒

Is the project an Assisted Living Community, if so, what services are provided? No

Is any portion of the condominium association located within a development subject to the Property Owner's Association Act of Chapter 26 of Title 55? Yes ☐ No ☐ NA ☒

If condominium, number of Units owned by Developer? N/A

If condominium, do the legal documents require unit owners to participate in a rental pooling agreement? Yes ☐ No ☒ NA ☐

Is renting/leasing permitted? If so, what restrictions exist?

Yes. No restrictions.

Are pets permitted? If so, are there any restrictions?

Yes. Common household pets only. No livestock or poultry.

Is there a key to common areas? If so, is there a deposit/amount?

No

Is street parking permitted? If so, are there any restrictions?

Yes

Is RV/Boat storage permitted? If so, are there any restrictions?

Yes, in garage or screened from public view

What areas of the community is the owner responsible to maintain other than their Unit/Home/Lot?

None

Are signs permitted? If so, are there any restrictions?

Yes. A maximum of one real estate sign is permitted

*This information is being provided by Community Group as a courtesy service to lenders and other real estate professionals. Although Community Group believes that the information provided is complete and accurate, the requesting party understands and acknowledges that this information is subject to change without notice and that Community Group is not responsible for any inaccurate or omitted information.*

## Resale Disclosure Statement Barrington

Are free standing flag poles permitted? If so, are there any restrictions?

**Yes**

Are temporary flag pole staffs that are attached at an incline to the wall or pillar of the dwelling permitted?

**Yes ☒ No ☐**

Do flag poles require approval by the Association?

**Yes ☒ No ☐**

Are there any restrictions, limitations, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale?

**Yes. A maximum of one real estate sign is permitted**

Are there any restrictions, limitations or prohibition on the right of a unit owner to display the flag of the United States, including, but not limited to reasonable restrictions as to the size, time, place and manner of placement or display of such flag?

**Requires prior approval**

Are there any known project approvals currently in effect that have been issued by any secondary mortgage market agencies? If so, please explain:

**No**

Are there any restrictions, limitations or prohibitions on the right of the unit/lot owner to install or use solar energy collection devices on the unit/lot owner's property? If so, explain:

**All exterior improvements must be approved by the Association prior to installation. Please refer to Governing Documents.**

### INSURANCE INFORMATION

Insurer's Name?

**Nationwide Insurance**

Contact Information?

**Charlie Kirby**

Phone Number?

**(804) 270-0406**

The amount of Fidelity coverage for Directors and Officers?

**75000.00**

Are any Common Area structures located in a Special Flood Hazard Area?

**Yes ☐ No ☒**

Does the Association have General Liability and Property Insurance coverage?

**Yes ☒ No ☐**

Amount of General Liability Insurance?

**2000000.00**

Amount of Property Insurance coverage?

**183900.00**

Minimum number of days required for written notification to be given to association or insurance trustee before any substantial changes or cancellation of the insurance coverage?

**30 days**

What additional insurance coverage would normally be secured by each individual unit/homeowner in an association?

**Please note that the Association does not maintain property coverage for the individual unit. It is the responsibility of each owner to obtain insurance covering their unit, to also include personal property contained therein, and personal liability. You are urged to consult with your insurance agent. For information regarding the Association's insurance please contact Charlie Kirby at 270-0406.**

### MANAGEMENT COMPANY INFORMATION

*This information is being provided by Community Group as a courtesy service to lenders and other real estate professionals. Although Community Group believes that the information provided is complete and accurate, the requesting party understands and acknowledges that this information is subject to change without notice and that Community Group is not responsible for any inaccurate or omitted information.*

**Resale Disclosure Statement**  
**Barrington**

Community Group  
3901 Westerre Parkway, Suite 100  
Richmond, VA 23233  
Phone: 804-270-1800  
Fax: 804-346-8640

**Denez Stabler, CMCA**

Community Group Virginia Beach Office:  
4534 Bonney Road  
Virginia Beach, VA 23462  
Phone: 757-499-2200  
Fax: 757-499-5928

Community Group Newport News Office:  
11818 Rock Landing Drive, Suite 204  
Newport News, VA 23606  
Phone: 757-873-1800  
Fax: 757-873-3441

I hereby certify that the above information is true and correct to the best of my knowledge and belief.

*Lisa Goshert*

08/03/2017

Signature of person completing form

Statement Date

*This information is being provided by Community Group as a courtesy service to lenders and other real estate professionals. Although Community Group believes that the information provided is complete and accurate, the requesting party understands and acknowledges that this information is subject to change without notice and that Community Group is not responsible for any inaccurate or omitted information.*





# BARRINGTON

## INTERACTIVE RESERVE ANALYSIS



2119 East Franklin Street  
Suite 102  
Richmond, Va. 23223  
804-644-6404  
dma-va.com

**WORKING SESSION ISSUE DATE:** May 14, 2013  
**FINAL PUBLICATION DATE:** October 29, 2013  
**REVISION DATES:**



**Interactive Reserve Analysis**

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## **BARRINGTON COMMON ELEMENTS**

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## **BARRINGTON COMMON ELEMENTS**

# **EXECUTIVE SUMMARY**

### **STUDY LEVEL**

This is a Level 1 Study with Site Visit as defined by the Community Associations Institute in its National Reserve Study Standards. A summary of the standards is contained in our information article entitled "National Standards" which is being transmitted as a separate document.

The data and analysis information that forms a part of this report was formatted in Microsoft Excel but contains proprietary programming and program coding that is not available for distribution to outside parties. Copies of the data and analysis information have been made available in Adobe's Portable Document Format and included as part of this report. Limited program versions have also been provided in Excel format for easier viewing and navigating through the data.

### **CASH FLOW ANALYSIS AND RECOMMENDED FUNDING PLAN**

The preferred method of analysis is called the cash flow method in which a level or escalating funding plan is developed to fund the budgeted expenditures over an extended period of time. A complete explanation of the information and recommended funding plan provided in this study is available in our information article entitled "How Your Reserve Study Works" which is being transmitted as a separate document.

### **HISTORIC FUNDING ANALYSIS**

In accordance with the "standards" alternate financial analyses have been provided in this report: The Historic Funding Analysis or Component Method Analysis. Additional information about the Historic Funding Analysis methodology is provided in our information article entitled "Historic Funding Analysis" which is being transmitted as a separate document.

### **PHYSICAL INFORMATION ABOUT COMPONENTS**

Identification of capital reserve components along with critical information about each is provided in the "Schedule of Components" contained herein. A complete explanation of the information provided in the Schedule of Components is available in our information article entitled "An Explanation of the Physical Property Analysis" which is being transmitted as a separate document.

### **DMA'S WORKING SESSION**

The "Working Session" to the successful completion of the Reserve Study. The "*Working Session*" can be conducted online via an internet link or in person. A complete explanation of the "Working Session" is available in our information article entitled "DMA's Working Session" which is being transmitted as a separate document.

## **ON-GOING MAINTENANCE**

The final report issued after the "*Working Session*" completes the services of our contract. However, the information in a typical reserve study becomes obsolete in a relatively short time after the study is issued. However, our interactive program is an active programming model that can be easily modified and updated via an online or in person "*Working Session*" at any time in the future. Due to the fact that our "interactive program" is so flexible and responsive, DMA can provide this service for a relatively low cost based on our hourly rates in place at the time. Additional information about on-going maintenance is provided in our information article entitled "On-Going Maintenance Services for DMA Capital Reserve Studies" which is being transmitted as a separate document.

## **QUALIFYING INFORMATION THAT AFFECTS THE STUDY RESULTS**

Unusual, abnormal or extraordinary conditions are reported for each component in the "Condition Assessment" portion of this report. Comments have not been provided for components exhibiting normal aging and deterioration in accordance with the useful life assigned to each component.

## **LEGAL RESTRICTIONS ON USE OF THIS INFORMATION**

Ownership of Documents, Including Drawings, Specifications, Reports, Calculations, Design Notes, Field Notes, Electronic Files, Data, Media, Software Programs and Other Related Materials: These documents are considered the intellectual property of DMA and shall remain the exclusive property of DMA and, where appropriate, shall be protected and copyrighted under the laws of the United States with all rights reserved. The *Client* and the Property Manager (*Client's authorized representative or agent*) are the only entities entitled to use these documents and only in connection with this project.

Use of Electronic Files, Media, Software and Programs: DMA may transmit these documents as electronic files. DMA shall not be responsible for any viruses that may be transmitted with the electronic files, media, software or programs furnished to the Client. DMA shall not be responsible for any data erosion, erasure, alteration or failure of electronic files, media, software or programs that may occur at the time of transmission or over time. DMA makes no warranty as to the compatibility of the electronic files, media, software or programs with any operating system or programs.

Acceptance and Agreement: By accepting these documents I hereby acknowledge that I have read and understood the terms and conditions of "Ownership", "Use" and "The Working Session" set forth above and that as a duly authorized representative or agent of the Client, represent that the Client agrees to accept and abide by the same.

## **STUDY LIMITATIONS AND CONDITIONS**

1. The observations and opinions expressed here are based on our general professional knowledge of construction and our knowledge of the typical replacement experience of many communities and other entities with the same component types. Our projections are not architectural or engineering recommendations for specific projects. The association should seek professional or industry assistance for each specific replacement project.

2. The condition of the reserve components is based on a visual inspection of each, conducted specifically for this study. All common areas on the property were observed. No destructive testing, lab analysis or other investigative methods are used to determine the remaining useful life of components.
3. Financial information including the present fund balance, interest from funds on deposit, and recent capital expenditures, were provided by the Association and are deemed reliable and complete by Design/Management Associates, Inc.
4. Information provided by the Association about prior reserve replacement projects is considered to be reliable and complete. No inspection by Design/Management Associates, Inc. should be interpreted as a project audit or quality inspection.
5. Industry Life Expectancy is based on printed product literature, product or material warranties, industry standards literature, and on the opinions of manufacturers, installers, or maintenance contractors based on their experience with these products and materials.
6. Unit prices are based on published unit price standards such as R. S. Means "Residential Cost Data", Facilities Maintenance and Repair Cost Data, and "Facilities Construction Cost Data", latest editions, and on pricing obtained from contractors, installers, or manufacturers. All prices are given in present dollars unless noted otherwise.
7. This analysis incorporates an assumption about the future rate of inflation, and the future interest income on your account deposits. If significant changes occur in either of these rates, this calculation should be re-run with current information.
8. The results of this analysis are predicated on your contributing the recommended amount in each previous year and on expenses occurring generally as predicted. The account should be updated at least every 5 years to correct for normal variations. However if significant changes occur in your present funding or in major expenses, in a shorter period of time, the account should be re-run.
9. DMA's Capital Replacement Reserve Studies are designed to be used as planning tools. They are a reflection of information provided by the Association and of our observations of the Association properties, and are assembled for the Association's use. This reserve study shall not be used for the purpose of performing an audit, quality/forensic analysis, or for background checks of historical records. Prices listed are not guaranteed as exact quotes for work included.

## **DISCLOSURE**

DMA does not have any financial interest in this community, its management company or any vendor mentioned or used in this study beyond this work.

## HISTORIC FUNDING ANALYSIS SUMMARY (COMPONENT METHOD)

### BARRINGTON COMMON ELEMENTS

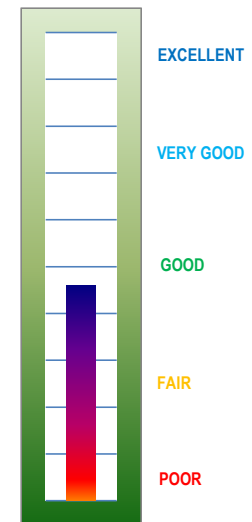
The historic funding analysis provides a picture of the results of the historic funding contributions made by the Association over the years since the first component was placed in service. The Analysis shows the adequacy of the Reserve Account to fully fund the components at this point in time.

Total Annual Component Cost (Fully Funded First Year Contribution):	<u>\$13,133.06</u>
Expected Reserve Account Balance In Study Year:	<u>\$217,133.43</u>
Current Reserve Fund Account Balance:	<u>\$100,000.00</u>
Adequacy of Reserve Account (% of Full Funding):	<u>46.05%</u>
Required Contribution In Study Year:	<u>\$15,503.25</u>

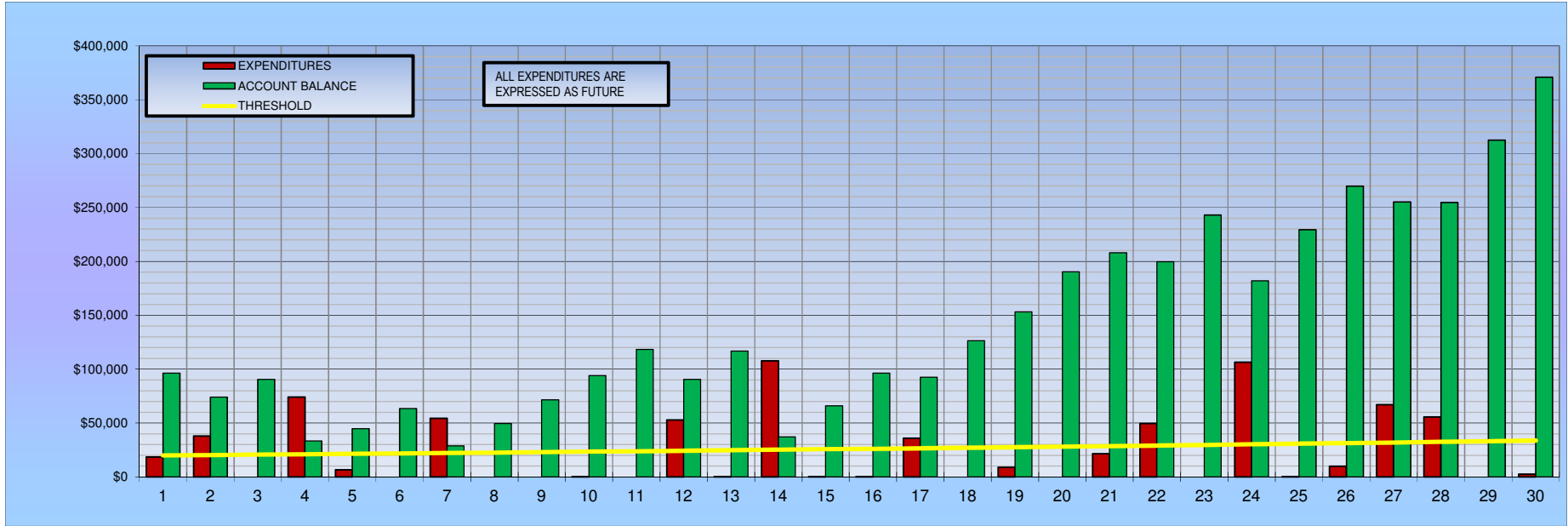
**The primary "drawbacks" to the Historic Funding analysis are:**

1. This method does not take into account the rate of inflation.
2. It must be conducted every year.
3. The annual funding levels can go up or down in any successive year.
4. It almost always results in an initial higher contribution rate than the "Cash Flow Method".
5. It almost always results in "over funding" in future years.
6. It does not take advantage of the benefit of the "pool" of funds available under the "Cash Flow Method".

**The only real benefit to the Historic Funding (a.k.a. Component Method or Full Funding Method) analysis is that it is easy to understand and compute and is the methodology used in retail software programs.**



**FINANCIAL ANALYSIS CASH FLOW SUMMARY**  
**BARRINGTON**  
**COMMON ELEMENTS**



EXPENDITURE	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
CAPITAL	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
CASH FLOW	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042



Interactive Reserve Analysis

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## FINANCIAL ANALYSIS CASH FLOW SUMMARY

### BARRINGTON

#### COMMON ELEMENTS

##### ANALYSIS INPUTS

The following values have been used in the funding analysis:

##### Basic Input:

Common elements first put into service:	<u>1989</u>	
Study year:	<u>2013</u>	<u>beginning January 1st</u>
Inflation rate historical period; <u>select year</u> :	<u>5</u>	
Anticipated annual construction inflation rate:	<u>1.84%</u>	<u>1.84%</u>
Annual income rate on reserve account balance:	<u>0.10%</u>	<u>10</u>
Budgeted contribution for study year:	<u>\$14,709</u>	
Balance on account:	<u>\$100,000</u>	as of <u>1/1/2013</u>
Remaining contributions:	<u>\$0</u>	
Remaining expenditures:	<u>\$0</u>	
Estimated balance:	<u>\$100,000</u>	as of <u>1/1/2013</u>

##### Threshold Balance to be Maintained in Account:

A selected minimum balance of:	<u>\$0</u>	
<b>OR</b>		
Total expenditures for the next 20 years, times:	<u>5</u>	%, equals <u>\$19.879</u>
This amount is escalated each successive year by the rate of inflation.		

##### 5 YEAR SUMMARY

The following is the budgeted contribution amounts for the next five (5) years:

##### Contribution Escalation Rate:

Annual escalation to the contributions per year, if any:	<u>5.0%</u>	<u>50</u>
--	-------------	-----------

##### Total Recommended Annual Contribution in Year:

2013	<u>\$14,709</u>	<u>\$14,709</u>
2014	<u>\$15,444</u>	<u>\$15,444</u>
2015	<u>\$16,217</u>	
2016	<u>\$17,028</u>	
2017	<u>\$17,879</u>	



## SCHEDULE OF COMPONENTS BARRINGTON COMMON ELEMENTS

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1989

2013

CATEGROY NUMBER	CATEGORY	LOCATION	LINE NUMBER	ITEM	COMPONENT PLACED IN SERVICE	ESTIMATED USEFUL LIFE (EUL)	REPLACEMENT INTERVAL, (YEARS)	NEXT REPLACEMENT YEAR	REMAINING USEFUL LIFE OR (YEARS PAST DUE)	PERCENT OF COMPONENT TO BE REPLACED (%)
									NO EDITING	
1	TRAFFIC BRIDGE AND ROAD ACCESSORIES	Barrington Bridge Rd. Entrance	1.000	Guard rail	1989	50	50	2039	26	0%
		Barrington Bridge Rd. Entrance	1.001	Bridge brick and masonry, mortar repointing and broken brick replacement	1989	25	25	2014	1	25%
2	SITE LIGHTING	Entrances	2.000	Exterior lighting controllers	1989	25	25	2014	1	100%
		Entrances	2.001	Landscape lighting,tree	1989	35	35	2024	11	100%
		Entrances	2.002	Ground mounted sign spot lighting	1989	25	25	2014	1	100%
		Entrances	2.003	Local load centers	1989	50	50	2039	26	100%
3	SIGNAGE	Barrington Hill Rd. at Three Chopt	3.000	Entrance sign walls	2002	25	25	2027	14	25%
		Barrington Hill Rd. at Three Chopt	3.001	Entrance sign plaques and lettering	2002	40	40	2042	29	100%
		Barrington Bridge Pl. at Church Rd.	3.002	Entrance bridge walls	1989	25	25	2014	1	25%
		Barrington Bridge Pl. at Church Rd.	3.003	Entrance sign plaques and lettering	1989	40	40	2029	16	100%
		Oak Point Ln. at Church Rd.	3.004	Entrance sign walls	1989	25	25	2014	1	25%
		Oak Point Ln. at Church Rd.	3.005	Entrance sign plaques and lettering	1989	40	40	2029	16	100%
		All street intersections	3.006	Decorative posts for neighborhood street and traffic control signs	2005	35	35	2040	27	100%
		Paths	3.007	Sign plaques and lettering	1989	40	40	2029	16	100%
4	LANDSCAPING & IRRIGATION	All entrances	4.000	Irrigation sprinkler heads and piping	1989	3	3	1992	(21)	10%
		All entrances	4.001	Irrigation controllers	1989	7	7	1996	(17)	100%
		All entrances	4.002	Irrigation backflow preventors	1989	25	25	2014	1	100%
		All entrances	4.003	Replace ornamental trees	1989	50	50	2039	26	100%
5	ACCESS PATHS	North dock path	5.000	Railroad tie replacement	1989	25	25	2014	1	100%
		North dock path	5.001	Brick pavers	1989	15	5	2004	(9)	5%
		South dock path	5.002	Flagstone steps	1989	25	25	2014	1	100%
		South dock path	5.003	Treated timber edging	1989	25	25	2014	1	100%
6	DOCKS	North dock	6.000	Wood decking	1989	25	25	2014	1	100%



# SCHEDULE OF COMPONENTS

## BARRINGTON

### COMMON ELEMENTS

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1989

2013

CATEGORY NUMBER	CATEGORY	LOCATION	LINE NUMBER	ITEM	COMPONENT PLACED IN SERVICE	ESTIMATED USEFUL LIFE (EUL)	REPLACEMENT INTERVAL, (YEARS)	NEXT REPLACEMENT YEAR	REMAINING USEFUL LIFE OR (YEARS PAST DUE)	PERCENT OF COMPONENT TO BE REPLACED (%)
									NO EDITING	
		North dock	6.001	Composite decking	1989	50	50	2039	26	0%
		North dock	6.002	Railings	1989	35	35	2024	11	100%
		North dock	6.003	Piles	1989	35	35	2024	11	100%
		North dock	6.004	Stringers and cross frames	1989	35	35	2024	11	100%
		South dock	6.005	Wood decking	1989	25	25	2014	1	100%
		South dock	6.006	Composite decking	1989	50	50	2039	26	0%
		South dock	6.007	Railings	1989	35	35	2024	11	100%
		South dock	6.008	Piles	1989	35	35	2024	11	100%
		South dock	6.009	Stringers and cross frames	1989	35	35	2024	11	100%
7	AERATORS	Lake	7.000	Aerators	2002	15	15	2019	6	100%
		Lakeside	7.001	Electrical service	2002	50	35	2052	39	100%
		Lake	7.002	Motor replacement	2012	7	7	2019	6	100%
8	LAKE AND DAM	Lake	8.000	Dredging, spoil, haul	1989	25	10	2016	2016	20%
		Dam	8.001	Removal of trees and stumps on dam and in primary and emergency spillway outfalls	1989	5	5	1994	1994	100%
		Dam	8.002	Erosion control stone for emergency spillway and outfall	1989	35	35	2024	2024	100%
		Dam	8.003	Spillway Riser, 48" RCP x 10' high, with CIP steps	1989	35	35	2024	2024	100%
		Dam	8.004	Outfall pipe, 30" RCP thru dam	1989	35	35	2024	2024	100%
		Dam	8.005	Dewatering gate valve, 30 inch	2013	35	35	2048	2048	100%
		Dam	8.006	Trash rack, 60" CMPx3'h w/ Rebar screen	1989	35	35	2024	2024	100%
		Dam	8.007	Dam inspection and repair	1989	5	5	1994	1994	100%

NOTES:

The reserve savings for these highlighted components should be maintained in a separate bank account under IRS Rulings. It is incumbent upon the Association/Client to consult with their tax accountant regarding the establishment of accounts and the comingling of funds in those accounts relative to exempt components and non-exempt components included in this study.



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## SCHEDULE OF COMPONENTS BARRINGTON COMMON ELEMENTS

[Financial Analysis Cash Flow/A1](#) [Expenditure Summary/A1](#) [Cash Flow Method/A1](#)

CATEGORY NUMBER	CATEGORY	LOCATION	LINE NUMBER	ITEM	TOTAL QUANTITY	UNIT	UNIT COST	REPLACEMENT COST, PER OCCURRENCE
NO EDITING								
1	TRAFFIC BRIDGE AND ROAD ACCESSORIES	Barrington Bridge Rd. Entrance	1.000	Guard rail	100	LF	\$28.50	\$0
		Barrington Bridge Rd. Entrance	1.001	Bridge brick and masonry, mortar repointing and broken brick replacement	1,500	SF	\$4.28	\$1,605
2	SITE LIGHTING	Entrances	2.000	Exterior lighting controllers	3	EA	\$175.00	\$525
		Entrances	2.001	Landscape lighting, tree	16	EA	\$160.00	\$2,560
		Entrances	2.002	Ground mounted sign spot lighting	19	EA	\$188.00	\$3,572
		Entrances	2.003	Local load centers	3	EA	\$1,025.00	\$3,075
3	SIGNAGE	Barrington Hill Rd. at Three Chopt	3.000	Entrance sign walls	250	SF	\$4.28	\$268
		Barrington Hill Rd. at Three Chopt	3.001	Entrance sign plaques and lettering	1	EA	\$1,525.00	\$1,525
		Barrington Bridge Pl. at Church Rd.	3.002	Entrance bridge walls	1,500	SF	\$4.28	\$1,605
		Barrington Bridge Pl. at Church Rd.	3.003	Entrance sign plaques and lettering	2	EA	\$1,525.00	\$3,050
		Oak Point Ln. at Church Rd.	3.004	Entrance sign walls	300	SF	\$4.28	\$321
		Oak Point Ln. at Church Rd.	3.005	Entrance sign plaques and lettering	1	EA	\$4,675.00	\$4,675
		All street intersections	3.006	Decorative posts for neighborhood street and traffic control signs	14	EA	\$1,350.00	\$18,900
		Paths	3.007	Sign plaques and lettering	1	LS	\$1,500.00	\$1,500
4	LANDSCAPING & IRRIGATION	All entrances	4.000	Irrigation sprinkler heads and piping	3	ZONE	\$500.00	\$150
		All entrances	4.001	Irrigation controllers	3	EA	\$2,067.00	\$6,201
		All entrances	4.002	Irrigation backflow preventors	3	EA	\$1,200.00	\$3,600
		All entrances	4.003	Replace ornamental trees	8	EA	\$200.00	\$1,600
5	ACCESS PATHS	North dock path	5.000	Railroad tie replacement	50	LF	\$11.55	\$578
		North dock path	5.001	Brick pavers	150	SF	\$14.00	\$105
		South dock path	5.002	Flagstone steps	70	SF	\$10.80	\$756
		South dock path	5.003	Treated timber edging	250	LF	\$11.55	\$2,888
6	DOCKS	North dock	6.000	Wood decking	200	SF	\$11.25	\$2,250



## SCHEDULE OF COMPONENTS BARRINGTON COMMON ELEMENTS

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[Financial Analysis Cash Flow/IA1](#)   [Expenditure Summary/IA1](#)   [Cash Flow Method/IA1](#)

CATEGORY NUMBER	CATEGORY	LOCATION	LINE NUMBER	ITEM	TOTAL QUANTITY	UNIT	UNIT COST	REPLACEMENT COST, PER OCCURRENCE
								NO EDITING
		North dock	6.001	Composite decking	200	SF	\$16.00	\$0
		North dock	6.002	Railings	65	LF	\$4.50	\$293
		North dock	6.003	Piles	9	EA	\$250.00	\$2,250
		North dock	6.004	Stringers and cross frames	120	LF	\$4.50	\$540
		South dock	6.005	Wood decking	160	SF	\$11.25	\$1,800
		South dock	6.006	Composite decking	160	SF	\$16.00	\$0
		South dock	6.007	Railings	50	LF	\$4.50	\$225
		South dock	6.008	Piles	9	EA	\$250.00	\$2,250
		South dock	6.009	Stringers and cross frames	100	LF	\$4.50	\$450
7	AERATORS	Lake	7.000	Aerators	2	EA	\$8,000.00	\$16,000
		Lakeside	7.001	Electrical service	1	EA	\$4,025.00	\$4,025
		Lake	7.002	Motor replacement	2	EA	\$7,500.00	\$15,000
8	LAKE AND DAM	Lake	8.000	Dredging, spoil, haul	10000	CY	\$35.00	\$70,000
		Dam	8.001	Removal of trees and stumps on dam and in primary and emergency spillway outfalls	1	LS	\$10,000.00	\$10,000
		Dam	8.002	Erosion control stone for emergency spillway and outfall	10	SY	\$115.00	\$1,150
		Dam	8.003	Spillway Riser, 48" RCP x 10' high, with CIP steps	10	VLF	\$325.00	\$3,250
		Dam	8.004	Outfall pipe, 30" RCP thru dam	100	LF	\$54.00	\$5,400
		Dam	8.005	Dewatering gate valve, 30 inch	1	LS	\$12,270.00	\$12,270
		Dam	8.006	Trash rack, 60" CMPx3'h w/ Rebar screen	1	EA	\$1,116.75	\$1,117
		Dam	8.007	Dam inspection and repair	1	EA	\$7,500.00	\$7,500

NOTES:

The reserve savings for these highlighted components should be maintained in a separate bank account under IRS and the comingling of funds in those accounts relative to exempt components and non-exempt components included.



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## SCHEDULE OF COMPONENTS BARRINGTON COMMON ELEMENTS

[Financial Analysis Cash Flow/A1](#) [Expenditure Summary/A1](#) [Cash Flow Method/A1](#)

### CONDITION ASSESSMENT

CATEGORY NUMBER	CATEGORY	LOCATION	LINE NUMBER	ITEM	COST YEAR	SOURCE OF COST DATA OR I.D. NUMBER	DESCRIPTION OF SPECIAL CONDITIONS
1	TRAFFIC BRIDGE AND ROAD ACCESSORIES	Barrington Bridge Rd. Entrance	1.000	Guard rail	2013	DMA	This is believed to be the County's responsibility and has not been entered as a cost to the Association.
		Barrington Bridge Rd. Entrance	1.001	Bridge brick and masonry, mortar repointing and broken brick replacement	2013	DMA	Association takes care of the brick but the County should be responsible for the road and bridge structure.
2	SITE LIGHTING	Entrances	2.000	Exterior lighting controllers	2013	DMA	Timer controls
		Entrances	2.001	Landscape lighting, tree	2013	DMA	Flush mount.
		Entrances	2.002	Ground mounted sign spot lighting	2013	DMA	Swivel mount.
		Entrances	2.003	Local load centers		DMA	Lighting and irrigation controller power.
3	SIGNAGE	Barrington Hill Rd. at Three Chopt	3.000	Entrance sign walls	2013	DMA	Bick washing, repair and mortar repointing. This entrance was recently rebuilt due to road repairs but the exact date was unknown.
		Barrington Hill Rd. at Three Chopt	3.001	Entrance sign plaques and lettering	2013	DMA	Bronze. This entrance was recently rebuilt due to road repairs but the exact date was unknown.
		Barrington Bridge Pl. at Church Rd.	3.002	Entrance bridge walls	2013	DMA	Bick washing, repair and mortar repointing.
		Barrington Bridge Pl. at Church Rd.	3.003	Entrance sign plaques and lettering	2013	DMA	Bronze.
		Oak Point Ln. at Church Rd.	3.004	Entrance sign walls	2013	DMA	Bick washing, repair and mortar repointing.
		Oak Point Ln. at Church Rd.	3.005	Entrance sign plaques and lettering	2013	DMA	Bronze.
		All street intersections	3.006	Decorative posts for neighborhood street and traffic control signs	2013	DMA	Recently replaced.
		Paths	3.007	Sign plaques and lettering	2013	DMA	Bronze.
4	LANDSCAPING & IRRIGATION	All entrances	4.000	Irrigation sprinkler heads and piping	2013	DMA	The exact number of zones was unknown at the time this study was prepared.
		All entrances	4.001	Irrigation controllers	2013	DMA	The exact number was unknown at the time of this study.
		All entrances	4.002	Irrigation backflow preventors	2013	DMA	The exact number was unknown at the time of this study.
		All entrances	4.003	Replace ornamental trees	2013	DMA	This is an estimate for the larger ornamental trees at the entrances. Additional trees may be added by the Association.
5	ACCESS PATHS	North dock path	5.000	Railroad tie replacement	2013	DMA	There are some ties that need to be replaced and the grade around them refreshed.
		North dock path	5.001	Brick pavers	2013	DMA	There is an area at the back edge of the lawn where the bricks have been displaced and contribute to a trip hazard.
		South dock path	5.002	Flagstone steps	2013	DMA	The steps have subsided relative to the treated timber edging contributing to a trip hazard.
		South dock path	5.003	Treated timber edging	2013	DMA	These need to be replaced due to rot and displacement.
6	DOCKS	North dock	6.000	Wood decking	2013	DMA	The deck has little useful life left and should be replaced.



## SCHEDULE OF COMPONENTS BARRINGTON COMMON ELEMENTS

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[Financial Analysis Cash Flow/A1](#)   [Expenditure Summary/A1](#)   [Cash Flow Method/A1](#)

### CONDITION ASSESSMENT

CATEGORY NUMBER	CATEGORY	LOCATION	LINE NUMBER	ITEM	COST YEAR	SOURCE OF COST DATA OR I.D. NUMBER	DESCRIPTION OF SPECIAL CONDITIONS
		North dock	6.001	Composite decking	2013	DMA	This is and option for deck replacement.
		North dock	6.002	Railings	2013	DMA	Fair condition but should be stained or treated.
		North dock	6.003	Piles	2013	DMA	
		North dock	6.004	Stringers and cross frames	2013	DMA	
		South dock	6.005	Wood decking	2013	DMA	The deck has little useful life left and should be replaced.
		South dock	6.006	Composite decking	2013	DMA	This is and option for deck replacement.
		South dock	6.007	Railings	2013	DMA	Fair condition but should be stained or treated.
		South dock	6.008	Piles	2013	DMA	
		South dock	6.009	Stringers and cross frames	2013	DMA	
7	AERATORS	Lake	7.000	Aerators	2013	DMA	Exact cost of the original installation was not available at the time of this study.
		Lakeside	7.001	Electrical service	2013	DMA	Exact cost of the original installation was not available at the time of this study.
		Lake	7.002	Motor replacement	2013	DMA	Exact cost of the original installation was not available at the time of this study.
8	LAKE AND DAM	Lake	8.000	Dredging, spoil, haul	2013	DMA	At this time, dredging will be done in designated areas near the shoreline. This is a rough estimate only and bid proposals need to be obtained from contractors.
		Dam	8.001	Removal of trees and stumps on dam and in primary and emergency spillway outfalls	2013	DMA	Rough estimate only. Bids need to be obtained from contractors for this work.
		Dam	8.002	Erosion control stone for emergency spillway and outfall	2013	DMA	Rough estimate only. Bids need to be obtained from contractors for this work.
		Dam	8.003	Spillway Riser, 48" RCP x 10' high, with CIP steps	2013	DMA	
		Dam	8.004	Outfall pipe, 30" RCP thru dam	2013	DMA	
		Dam	8.005	Dewatering gate valve, 30 inch	2013	Client	Estimate based on the price for the recent replacement.
		Dam	8.006	Trash rack, 60" CMPx3'h w/ Rebar screen	2013	DMA	
		Dam	8.007	Dam inspection and repair	2013	DMA	

NOTES:

The reserve savings for these highlighted components should be maintained in a separate bank account under IRS and the comingling of funds in those accounts relative to exempt components and non-exempt components include



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## EXPENDITURE RECURRENCE SUMMARY

### BARRINGTON

#### COMMON ELEMENTS

**2013**

Financial Analysis Cash Flow

Cash Flow Method

Sum of 2013		
LINE NUMBER	ITEM	Total
	4 Irrigation sprinkler heads and piping	\$150
	8.005 Dewatering gate valve, 30 inch	\$12,270
Grand Total		\$12,420

**2014**

Financial Analysis Cash Flow

Cash Flow Method

Sum of 2014		
LINE NUMBER	ITEM	Total
	1.001 Bridge brick and masonry, mortar repointing and broken brick replacement	\$1,605
	2 Exterior lighting controllers	\$525
	2.002 Ground mounted sign spot lighting	\$3,572
	3.002 Entrance bridge walls	\$1,605
	3.004 Entrance sign walls	\$321
	4.002 Irrigation backflow preventors	\$3,600
	5 Railroad tie replacement	\$578
	5.001 Brick pavers	\$105
	5.002 Flagstone steps	\$756
	5.003 Treated timber edging	\$2,888
	6 Wood decking	\$2,250
	6.005 Wood decking	\$1,800
	8.007 Dam inspection and repair	\$7,500
	8.001 Removal of trees and stumps on dam and in primary and emergency spillway outfalls	\$10,000
Grand Total		\$37,104

**2015**

Financial Analysis Cash Flow

Cash Flow Method

Sum of 2015		
LINE NUMBER	ITEM	Total

2016

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2016		
LINE NUMBER	ITEM	Total
	4 Irrigation sprinkler heads and piping	\$150
	8 Dredging, spoil, haul	\$70,000
Grand Total		\$70,150

2017

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2017		
LINE NUMBER	ITEM	Total
	4.001 Irrigation controllers	\$6,201
Grand Total		\$6,201

2018

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2018		
LINE NUMBER	ITEM	Total



2019

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2019		
LINE NUMBER	ITEM	Total
	4 Irrigation sprinkler heads and piping	\$150
	5.001 Brick pavers	\$105
	7 Aerators	\$16,000
	7.002 Motor replacement	\$15,000
	8.007 Dam inspection and repair	\$7,500
	8.001 Removal of trees and stumps on dam and in primary and emergency spillway outfalls	\$10,000
Grand Total		\$48,755

2020

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2020		
LINE NUMBER	ITEM	Total

2021

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2021		
LINE NUMBER	ITEM	Total

2022

Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2022		
LINE NUMBER	ITEM	Total
	4 Irrigation sprinkler heads and piping	\$150
Grand Total		\$150

2023

Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2023		
LINE NUMBER	ITEM	Total

2024

Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2024		
LINE NUMBER	ITEM	Total
	2.001 Landscape lighting,tree	\$2,560
	4.001 Irrigation controllers	\$6,201
	5.001 Brick pavers	\$105
	6.002 Railings	\$293
	6.003 Piles	\$2,250
	6.004 Stringers and cross frames	\$540
	6.007 Railings	\$225
	6.008 Piles	\$2,250
	6.009 Stringers and cross frames	\$450
	8.007 Dam inspection and repair	\$7,500
	8.001 Removal of trees and stumps on dam and in primary and emergency spillway outfalls	\$10,000
	8.002 Erosion control stone for emergency spillway and outfall	\$1,150
	8.003 Spillway Riser, 48" RCP x 10' high, with CIP steps	\$3,250
	8.004 Outfall pipe, 30" RCP thru dam	\$5,400
	8.006 Trash rack, 60" CMPx3'h w/ Rebar screen	\$1,117
Grand Total		\$43,290

2025

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2025		
LINE NUMBER	ITEM	Total
	4 Irrigation sprinkler heads and piping	\$150
Grand Total		\$150

2026

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2026		
LINE NUMBER	ITEM	Total
	7.002 Motor replacement	\$15,000
	8 Dredging, spoil, haul	\$70,000
Grand Total		\$85,000

2027

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2027		
LINE NUMBER	ITEM	Total
	3 Entrance sign walls	\$268
Grand Total		\$268

2028

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2028		
LINE NUMBER	ITEM	Total
	4 Irrigation sprinkler heads and piping	\$150
Grand Total		\$150

2029

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2029		
LINE NUMBER	ITEM	Total
	3.003 Entrance sign plaques and lettering	\$3,050
	3.005 Entrance sign plaques and lettering	\$4,675
	3.007 Sign plaques and lettering	\$1,500
	5.001 Brick pavers	\$105
	8.007 Dam inspection and repair	\$7,500
	8.001 Removal of trees and stumps on dam and in primary and emergency spillway outfalls	\$10,000
Grand Total		\$26,830

2030

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2030		
LINE NUMBER	ITEM	Total

2031

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2031		
LINE NUMBER	ITEM	Total
	4 Irrigation sprinkler heads and piping	\$150
	4.001 Irrigation controllers	\$6,201
Grand Total		\$6,351

2032

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2032		
LINE NUMBER	ITEM	Total

2033

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2033		
LINE NUMBER	ITEM	Total
	7.002 Motor replacement	\$15,000
Grand Total		\$15,000

2034

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2034		
LINE NUMBER	ITEM	Total
	4 Irrigation sprinkler heads and piping	\$150
	5.001 Brick pavers	\$105
	7 Aerators	\$16,000
	8.007 Dam inspection and repair	\$7,500
	8.001 Removal of trees and stumps on dam and in primary and emergency spillway outfalls	\$10,000
Grand Total		\$33,755

2035

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2035		
LINE NUMBER	ITEM	Total

2036

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2036		
LINE NUMBER	ITEM	Total
	8 Dredging, spoil, haul	\$70,000
Grand Total		\$70,000

2037

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2037		
LINE NUMBER	ITEM	Total
	4 Irrigation sprinkler heads and piping	\$150
Grand Total		\$150

2038

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2038		
LINE NUMBER	ITEM	Total
	4.001 Irrigation controllers	\$6,201
Grand Total		\$6,201

2039

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2039		
LINE NUMBER	ITEM	Total
	1.001 Bridge brick and masonry, mortar repointing and broken brick replacement	\$1,605
	2 Exterior lighting controllers	\$525
	2.002 Ground mounted sign spot lighting	\$3,572
	2.003 Local load centers	\$3,075
	3.002 Entrance bridge walls	\$1,605
	3.004 Entrance sign walls	\$321
	4.002 Irrigation backflow preventors	\$3,600
	4.003 Replace ornamental trees	\$1,600
	5 Railroad tie replacement	\$578
	5.001 Brick pavers	\$105
	5.002 Flagstone steps	\$756
	5.003 Treated timber edging	\$2,888
	6 Wood decking	\$2,250
	6.005 Wood decking	\$1,800
	8.007 Dam inspection and repair	\$7,500
	8.001 Removal of trees and stumps on dam and in primary and emergency spillway outfalls	\$10,000
Grand Total		\$41,779

2040

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2040		
LINE NUMBER	ITEM	Total
3.006	Decorative posts for neighborhood street and traffic control signs	\$18,900
4	Irrigation sprinkler heads and piping	\$150
7.002	Motor replacement	\$15,000
Grand Total		\$34,050

2041

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2041		
LINE NUMBER	ITEM	Total
3.001	Entrance sign plaques and lettering	\$1,525
Grand Total		\$1,525

2042

Financial Analysis Cash Flow		
Cash Flow Method		
Sum of 2042		
LINE NUMBER	ITEM	Total
3.001	Entrance sign plaques and lettering	\$1,525
Grand Total		\$1,525





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## CASH FLOW METHOD

### BARRINGTON

### COMMON ELEMENTS

YEAR	1	2	3	4
CALENDAR YEAR	2013	2014	2015	2016
<b>PROGRAMMED EXPENDITURES, PRESENT WORTH VALUES</b>				
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$12,420	\$37,104	\$0	\$70,150
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0
<b>BEGINNING YEAR BALANCE</b>	\$100,000	\$96,389	\$74,144	\$90,435
<b>INCOME</b>				
CONTRIBUTION TO RESERVES	\$14,709	\$15,444	\$16,217	\$17,028
LOANS	0	0	0	0
PLUS SPECIAL ASSESSMENTS	\$0	\$0	\$0	\$0
PLUS OTHER FUNDS COMING DUE	\$0	\$0	\$0	\$0
PLUS INVESTMENT INCOME ON PRIOR YEAR'S ENDING BALANCE	\$100	\$96	\$74	\$90
REVENUES FROM CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0
<b>TOTAL INCOME</b>	\$14,809	\$15,541	\$16,291	\$17,118
<b>EXPENDITURES, FUTURE VALUES</b>				
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$12,420	\$37,786	\$0	\$74,090
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0
FINANCIAL LOAN PAYMENT	\$0	\$0	\$0	\$0
MINUS OTHER DISBURSEMENTS	\$6,000	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$18,420	\$37,786	\$0	\$74,090
<b>END OF YEAR BALANCE</b>	\$96,389	\$74,144	\$90,435	\$33,463
MINIMUM ACCOUNT THRESHOLD	\$19,879	\$20,244	\$20,616	\$20,995
FUNDING OBJECTIVE MET?	YES	YES	YES	YES
<b>MINIMUM REQUIRED CASH TRANSFER</b>	\$0	\$0	\$0	\$0
<b>ESCALATION, INFLATION, EARNINGS RATES</b>				
ANNUAL CONTRIBUTION ESCALATION:	N/A	5.00%	5.00%	5.00%
ANNUAL CONSTRUCTION COST ESCALATION:	N/A	1.84%	1.84%	1.84%
ANNUAL RESERVE ACCOUNT INCOME RATE	0.10%	0.10%	0.10%	0.10%

**LINKED TO OTHER WORK SHEETS**

**USER INPUT OR OVERRIDE FIELDS**



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# CASH FLOW METHOD

## BARRINGTON

### COMMON ELEMENTS

YEAR	5	6	7	8	9
CALENDAR YEAR	2017	2018	2019	2020	2021
<b>PROGRAMMED EXPENDITURES, PRESENT WORTH VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$6,201	\$0	\$48,755	\$0	\$0
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>BEGINNING YEAR BALANCE</b>	\$33,463	\$44,706	\$63,523	\$28,913	\$49,639
<b>INCOME</b>					
CONTRIBUTION TO RESERVES	\$17,879	\$18,773	\$19,711	\$20,697	\$21,732
LOANS	0	0	0	0	0
PLUS SPECIAL ASSESSMENTS	\$0	\$0	\$0	\$0	\$0
PLUS OTHER FUNDS COMING DUE	\$0	\$0	\$0	\$0	\$0
PLUS INVESTMENT INCOME ON PRIOR YEAR'S ENDING BALANCE	\$33	\$45	\$64	\$29	\$50
REVENUES FROM CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL INCOME</b>	\$17,912	\$18,818	\$19,775	\$20,726	\$21,782
<b>EXPENDITURES, FUTURE VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$6,670	\$0	\$54,385	\$0	\$0
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
FINANCIAL LOAN PAYMENT	\$0	\$0	\$0	\$0	\$0
MINUS OTHER DISBURSEMENTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$6,670	\$0	\$54,385	\$0	\$0
<b>END OF YEAR BALANCE</b>	\$44,706	\$63,523	\$28,913	\$49,639	\$71,421
MINIMUM ACCOUNT THRESHOLD	\$21,381	\$21,774	\$22,175	\$22,582	\$22,997
FUNDING OBJECTIVE MET?	YES	YES	YES	YES	YES
<b>MINIMUM REQUIRED CASH TRANSFER</b>	\$0	\$0	\$0	\$0	\$0
<b>ESCALATION, INFLATION, EARNINGS RATES</b>					
ANNUAL CONTRIBUTION ESCALATION:	5.00%	5.00%	5.00%	5.00%	5.00%
ANNUAL CONSTRUCTION COST ESCALATION:	1.84%	1.84%	1.84%	1.84%	1.84%
ANNUAL RESERVE ACCOUNT INCOME RATE	0.10%	0.10%	0.10%	0.10%	0.10%

LINKED TO OTHER WORK SHEETS

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## CASH FLOW METHOD

### BARRINGTON

#### COMMON ELEMENTS

YEAR	10	11	12	13	14
CALENDAR YEAR	2022	2023	2024	2025	2026
<b>PROGRAMMED EXPENDITURES, PRESENT WORTH VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$150	\$0	\$43,290	\$150	\$85,000
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>BEGINNING YEAR BALANCE</b>	\$71,421	\$94,134	\$118,187	\$90,570	\$116,889
<b>INCOME</b>					
CONTRIBUTION TO RESERVES	\$22,818	\$23,959	\$25,157	\$26,415	\$27,736
LOANS	0	0	0	0	0
PLUS SPECIAL ASSESSMENTS	\$0	\$0	\$0	\$0	\$0
PLUS OTHER FUNDS COMING DUE	\$0	\$0	\$0	\$0	\$0
PLUS INVESTMENT INCOME ON PRIOR YEAR'S ENDING BALANCE	\$71	\$94	\$118	\$91	\$117
REVENUES FROM CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL INCOME</b>	\$22,890	\$24,054	\$25,276	\$26,506	\$27,853
<b>EXPENDITURES, FUTURE VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$177	\$0	\$52,893	\$187	\$107,709
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
FINANCIAL LOAN PAYMENT	\$0	\$0	\$0	\$0	\$0
MINUS OTHER DISBURSEMENTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$177	\$0	\$52,893	\$187	\$107,709
<b>END OF YEAR BALANCE</b>	\$94,134	\$118,187	\$90,570	\$116,889	\$37,033
MINIMUM ACCOUNT THRESHOLD	\$23,420	\$23,850	\$24,289	\$24,735	\$25,190
FUNDING OBJECTIVE MET?	YES	YES	YES	YES	YES
<b>MINIMUM REQUIRED CASH TRANSFER</b>	\$0	\$0	\$0	\$0	\$0
<b>ESCALATION, INFLATION, EARNINGS RATES</b>					
ANNUAL CONTRIBUTION ESCALATION:	5.00%	5.00%	5.00%	5.00%	5.00%
ANNUAL CONSTRUCTION COST ESCALATION:	1.84%	1.84%	1.84%	1.84%	1.84%
ANNUAL RESERVE ACCOUNT INCOME RATE	0.10%	0.10%	0.10%	0.10%	0.10%

LINKED TO OTHER WORK SHEETS

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# CASH FLOW METHOD

## BARRINGTON

### COMMON ELEMENTS

YEAR	15	16	17	18	19
CALENDAR YEAR	2027	2028	2029	2030	2031
<b>PROGRAMMED EXPENDITURES, PRESENT WORTH VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$268	\$150	\$26,830	\$0	\$6,351
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>BEGINNING YEAR BALANCE</b>	\$37,033	\$65,848	\$96,295	\$92,592	\$126,398
<b>INCOME</b>					
CONTRIBUTION TO RESERVES	\$29,123	\$30,579	\$32,108	\$33,713	\$35,399
LOANS	0	0	0	0	0
PLUS SPECIAL ASSESSMENTS	\$0	\$0	\$0	\$0	\$0
PLUS OTHER FUNDS COMING DUE	\$0	\$0	\$0	\$0	\$0
PLUS INVESTMENT INCOME ON PRIOR YEAR'S ENDING BALANCE	\$37	\$66	\$96	\$93	\$126
REVENUES FROM CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL INCOME</b>	\$29,160	\$30,645	\$32,204	\$33,806	\$35,525
<b>EXPENDITURES, FUTURE VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$345	\$197	\$35,907	\$0	\$8,815
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
FINANCIAL LOAN PAYMENT	\$0	\$0	\$0	\$0	\$0
MINUS OTHER DISBURSEMENTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$345	\$197	\$35,907	\$0	\$8,815
<b>END OF YEAR BALANCE</b>	\$65,848	\$96,295	\$92,592	\$126,398	\$153,109
MINIMUM ACCOUNT THRESHOLD	\$25,653	\$26,124	\$26,605	\$27,094	\$27,592
FUNDING OBJECTIVE MET?	YES	YES	YES	YES	YES
<b>MINIMUM REQUIRED CASH TRANSFER</b>	\$0	\$0	\$0	\$0	\$0
<b>ESCALATION, INFLATION, EARNINGS RATES</b>					
ANNUAL CONTRIBUTION ESCALATION:	5.00%	5.00%	5.00%	5.00%	5.00%
ANNUAL CONSTRUCTION COST ESCALATION:	1.84%	1.84%	1.84%	1.84%	1.84%
ANNUAL RESERVE ACCOUNT INCOME RATE	0.10%	0.10%	0.10%	0.10%	0.10%

LINKED TO OTHER WORK SHEETS

USER INPUT OR OVERRIDE FIELDS



Interactive Reserve Analysis

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## CASH FLOW METHOD

### BARRINGTON

#### COMMON ELEMENTS

YEAR	20	21	22	23	24
CALENDAR YEAR	2032	2033	2034	2035	2036
<b>PROGRAMMED EXPENDITURES, PRESENT WORTH VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$0	\$15,000	\$33,755	\$0	\$70,000
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>BEGINNING YEAR BALANCE</b>	\$153,109	\$190,431	\$208,056	\$199,761	\$242,988
<b>INCOME</b>					
CONTRIBUTION TO RESERVES	\$37,169	\$39,027	\$40,979	\$43,028	\$45,179
LOANS	0	0	0	0	0
PLUS SPECIAL ASSESSMENTS	\$0	\$0	\$0	\$0	\$0
PLUS OTHER FUNDS COMING DUE	\$0	\$0	\$0	\$0	\$0
PLUS INVESTMENT INCOME ON PRIOR YEAR'S ENDING BALANCE	\$153	\$190	\$208	\$200	\$243
REVENUES FROM CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL INCOME</b>	\$37,322	\$39,218	\$41,187	\$43,227	\$45,422
<b>EXPENDITURES, FUTURE VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$0	\$21,592	\$49,482	\$0	\$106,422
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
FINANCIAL LOAN PAYMENT	\$0	\$0	\$0	\$0	\$0
MINUS OTHER DISBURSEMENTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$0	\$21,592	\$49,482	\$0	\$106,422
<b>END OF YEAR BALANCE</b>	\$190,431	\$208,056	\$199,761	\$242,988	\$181,989
MINIMUM ACCOUNT THRESHOLD	\$28,099	\$28,615	\$29,141	\$29,677	\$30,222
FUNDING OBJECTIVE MET?	YES	YES	YES	YES	YES
<b>MINIMUM REQUIRED CASH TRANSFER</b>	\$0	\$0	\$0	\$0	\$0
<b>ESCALATION, INFLATION, EARNINGS RATES</b>					
ANNUAL CONTRIBUTION ESCALATION:	5.00%	5.00%	5.00%	5.00%	5.00%
ANNUAL CONSTRUCTION COST ESCALATION:	1.84%	1.84%	1.84%	1.84%	1.84%
ANNUAL RESERVE ACCOUNT INCOME RATE	0.10%	0.10%	0.10%	0.10%	0.10%

LINKED TO OTHER WORK SHEETS

USER INPUT OR OVERRIDE FIELDS



Interactive Reserve Analysis

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# CASH FLOW METHOD

## BARRINGTON

### COMMON ELEMENTS

YEAR	25	26	27	28	29
CALENDAR YEAR	2037	2038	2039	2040	2041
<b>PROGRAMMED EXPENDITURES, PRESENT WORTH VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$150	\$6,201	\$41,779	\$34,050	\$0
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>BEGINNING YEAR BALANCE</b>	\$181,989	\$229,376	\$269,639	\$255,124	\$254,616
<b>INCOME</b>					
CONTRIBUTION TO RESERVES	\$47,438	\$49,810	\$52,300	\$54,915	\$57,661
LOANS	0	0	0	0	0
PLUS SPECIAL ASSESSMENTS	\$0	\$0	\$0	\$0	\$0
PLUS OTHER FUNDS COMING DUE	\$0	\$0	\$0	\$0	\$0
PLUS INVESTMENT INCOME ON PRIOR YEAR'S ENDING BALANCE	\$182	\$229	\$270	\$255	\$255
REVENUES FROM CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL INCOME</b>	\$47,620	\$50,039	\$52,570	\$55,171	\$57,916
<b>EXPENDITURES, FUTURE VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$232	\$9,777	\$67,084	\$55,679	\$0
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
FINANCIAL LOAN PAYMENT	\$0	\$0	\$0	\$0	\$0
MINUS OTHER DISBURSEMENTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$232	\$9,777	\$67,084	\$55,679	\$0
<b>END OF YEAR BALANCE</b>	\$229,376	\$269,639	\$255,124	\$254,616	\$312,532
MINIMUM ACCOUNT THRESHOLD	\$30,778	\$31,343	\$31,920	\$32,506	\$33,104
FUNDING OBJECTIVE MET?	YES	YES	YES	YES	YES
<b>MINIMUM REQUIRED CASH TRANSFER</b>	\$0	\$0	\$0	\$0	\$0
<b>ESCALATION, INFLATION, EARNINGS RATES</b>					
ANNUAL CONTRIBUTION ESCALATION:	5.00%	5.00%	5.00%	5.00%	5.00%
ANNUAL CONSTRUCTION COST ESCALATION:	1.84%	1.84%	1.84%	1.84%	1.84%
ANNUAL RESERVE ACCOUNT INCOME RATE	0.10%	0.10%	0.10%	0.10%	0.10%

LINKED TO OTHER WORK SHEETS

USER INPUT OR OVERRIDE FIELDS



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## CASH FLOW METHOD

### BARRINGTON

#### COMMON ELEMENTS

<b>YEAR</b>	30
<b>CALENDAR YEAR</b>	2042
<b>PROGRAMMED EXPENDITURES, PRESENT WORTH VALUES</b>	
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$1,525
CAPITAL IMPROVEMENT PROJECTS	\$0
<b>BEGINNING YEAR BALANCE</b>	\$312,532
<b>INCOME</b>	
CONTRIBUTION TO RESERVES	\$60,544
LOANS	0
PLUS SPECIAL ASSESSMENTS	\$0
PLUS OTHER FUNDS COMING DUE	\$0
PLUS INVESTMENT INCOME ON PRIOR YEAR'S ENDING BALANCE	\$313
REVENUES FROM CAPITAL IMPROVEMENT PROJECTS	\$0
<b>TOTAL INCOME</b>	\$60,857
<b>EXPENDITURES, FUTURE VALUES</b>	
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$2,586
CAPITAL IMPROVEMENT PROJECTS	\$0
FINANCIAL LOAN PAYMENT	\$0
MINUS OTHER DISBURSEMENTS	\$0
<b>TOTAL EXPENDITURES</b>	\$2,586
<b>END OF YEAR BALANCE</b>	\$370,803
MINIMUM ACCOUNT THRESHOLD	\$33,712
FUNDING OBJECTIVE MET?	YES
<b>MINIMUM REQUIRED CASH TRANSFER</b>	\$0
<b>ESCALATION, INFLATION, EARNINGS RATES</b>	
ANNUAL CONTRIBUTION ESCALATION:	5.00%
ANNUAL CONSTRUCTION COST ESCALATION:	1.84%
ANNUAL RESERVE ACCOUNT INCOME RATE	0.10%
<b>LINKED TO OTHER WORK SHEETS</b>	
<b>USER INPUT OR OVERRIDE FIELDS</b>	



# ASSESSMENT ALLOCATION

## BARRINGTON

### COMMON ELEMENTS

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#### Allocation Formula as Reported by the Association:

Percentage of Allocation	Single Family	Townhomes & Condos	Apartments	Commercial		Total
Number of Units (or Square Footage)	94	0	0	0	sf	n/a
Conversion Factor to Assessment Units	1	0.8	0.3	0.002		n/a
Number of Assessment Units Assigned	94	0	0	0	=	94
Resultant Distribution of Total Costs	100.00%	0.00%	0.00%	0.00%	=	100.00%

#### Calculated Annual Assessment Attributable to Reserves per Category:

Year	Single Family	Townhomes & Condos	Apartments	Commercial		Total
2013	\$14,709.00	\$0.00	\$0.00	\$0.00	=	\$14,709.00
2014	\$15,444.45	\$0.00	\$0.00	\$0.00	=	\$15,444.45
2015	\$16,216.67	\$0.00	\$0.00	\$0.00	=	\$16,216.67
2016	\$17,027.51	\$0.00	\$0.00	\$0.00	=	\$17,027.51
2017	\$17,878.88	\$0.00	\$0.00	\$0.00	=	\$17,878.88

#### Portion of Annual Assessment Attributable to Reserves per Individual Entity:

Year	Single Family	Townhomes & Condos	Apartments	Commercial	
2013	\$156.48	#DIV/0!	#DIV/0!	#DIV/0!	per sf
2014	\$164.30	#DIV/0!	#DIV/0!	#DIV/0!	per sf
2015	\$172.52	#DIV/0!	#DIV/0!	#DIV/0!	per sf
2016	\$181.14	#DIV/0!	#DIV/0!	#DIV/0!	per sf
2017	\$190.20	#DIV/0!	\$0.00	#DIV/0!	per sf

#### Portion of Monthly Assessment Attributable to Reserves per Individual Entity:

Year	Single Family	Townhomes & Condos	Apartments	Commercial	
2013	\$13.04	#DIV/0!	#DIV/0!	#DIV/0!	per sf
2014	\$13.69	#DIV/0!	#DIV/0!	#DIV/0!	per sf
2015	\$14.38	#DIV/0!	#DIV/0!	#DIV/0!	per sf
2016	\$15.10	#DIV/0!	#DIV/0!	#DIV/0!	per sf
2017	\$15.85	#DIV/0!	\$0.00	#DIV/0!	per sf





# HISTORIC COST INDICES

Source: R.S. MEANS

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Year	Index	Difference	% Increase	Direct Cost Multiplier	Period in Years	Average Annual Escalation
2013	197.60	0	0.00%	1.00	0	n/a
2012	194.60	3	1.54%	1.02	1	1.54%
2008	180.40	17.2	9.53%	1.10	5	1.84%
2003	132.00	65.6	49.70%	1.50	10	4.12%
1998	115.10	82.5	71.68%	1.72	15	3.67%

## Calculation of Cost from One Year to Another:

Index for Year A / Index for Year B \* Cost in Year B = Cost in Year A