

**Krim Point at The Grove Declaration of
Neighborhood Restrictions**

The Grove Homeowners Association

Marked: Williams, Mullen
P.O. Box 1320
Richmond, Va. 23218

BOOK 3619 PAGE 46

KRIM POINT AT THE GROVE
99 JUL 12 11 00
DECLARATION OF NEIGHBORHOOD RESTRICTIONS

039450

CIRCUIT COURT
CHESTERFIELD

THIS DECLARATION of Neighborhood Restrictions of Krim Point at The Grove (the "Neighborhood Restrictions") made as of this 14th day of June, 1999, by THE GROVE, L.P., a Virginia limited partnership (the "Declarant") and CENTEX HOMES, a Nevada corporation, as the sole Class A member, both to be indexed as grantors, recites and provides:

RECITALS

1. By Declaration of Covenants, Conditions and Restrictions for The Grove (the "Declaration") dated October 30, 1998, recorded November 2, 1998, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia (the "Clerk's Office"), in Deed Book 3414, at page 530, Declarant declared that certain property located in Chesterfield County, Virginia and more particularly described as "Hawkins Woods at The Grove - Section 1" (the "Original Property") be held, sold and conveyed subject to easements, restrictions, covenants and conditions contained in the Declaration.
2. Pursuant to the terms of Article XIII of the Declaration, Declarant reserved the right to subject any or all of the Additional Land described in Exhibit B to the Declaration to the scheme of the Declaration. Declarant added to the Original Property a portion of the Additional Land known as "Krim Point at The Grove, Section-1" (the "Neighborhood") by Second Supplement to Declaration of Covenants, Conditions and Restrictions for The Grove dated April 7, 1999, recorded April 19, 1999, in the Clerk's Office in Deed Book 3545, at Page 238.
3. Pursuant to the terms of the Declaration, the Declarant reserved the right to impose a scheme of restrictions, easements, rights and covenants upon property within a Neighborhood which shall be in addition to the Declaration to provide for the creation of a Neighborhood Association to oversee and govern the Neighborhood and to provide for assessments for maintenance and management of that Neighborhood.
4. Each capitalized term used, and not otherwise defined in these Neighborhood Restrictions, shall have the meaning given to it in the Declaration unless the context otherwise requires. In the case of any inconsistency or conflict among the provisions of the Declaration and these Neighborhood Restrictions, the provisions of this Declaration shall govern. All Neighborhood

Restrictions shall be subordinate and inferior to the Declaration. These Neighborhood Restrictions shall not alter the provisions of the Declaration, but shall only be in addition to the Declaration. Any provision contained in these Neighborhood Restrictions which is in conflict with the Declaration shall be void and of no effect.

NOW THEREFORE, the Declarant hereby declares that Lots in the Neighborhood shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions, covenants, conditions, easements, charges, assessments, affirmative obligations, and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words and terms, when used in this Neighborhood Declaration or any supplemental declaration, shall have the following meanings (unless the context shall clearly indicate otherwise):

1.01. "Declarant" shall mean and refer to The Grove, L.P., a Virginia limited partnership, which is the declarant herein, together with any successors and assigns to all or substantially all of its business of developing the Neighborhood.

1.02. "Declarant Control Period" is defined as the period commencing on the date that this Declaration is recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia and ending on the earlier to occur of (i) December 31, 2003; (ii) when all of the Lots have certificates of occupancy issued for the residences constructed thereon and have been conveyed to parties other than the Declarant or builders holding title solely for the purpose of construction and resale, or (iii) when the Declarant voluntarily terminates the Declarant Control Period.

1.03. "Improved Lot" is defined as a Lot upon which a residence has been substantially completed. A residence shall be deemed to be substantially completed upon the earlier to occur of (i) issuance of a temporary or final certificate of occupancy for the residence, or (ii) twelve (12) months from the date that a building permit for the residence is issued.

1.04. "Lot" shall mean and refer to any plot of land shown, designated, and individually numbered by lot and block on the Subdivision Plat and intended for use as the site of a single family residence.

1.05. "Member" shall mean and refer to all those Members who are members of the Neighborhood Association as provided in Article II of the Declaration.

1.06. "Mortgage" shall mean and refer to any mortgage, deed of trust or similar instrument encumbering a Lot as security for the performance of any obligation.

1.07. "Neighborhood" shall mean and refer to "Krim Point at The Grove, Section-1" and all additional sections of Krim Point at The Grove as may subsequently be added to these Neighborhood Restrictions by the Declarant.

1.08. "Neighborhood Assessment" shall mean and refer to a Member's share of the Common Expenses from time to time assessed against a Member by the Neighborhood Association in the manner herein provided.

1.09. "Neighborhood Association" shall mean and refer to Krim Point Homeowners Association, a Virginia non-stock corporation, its successors and assigns.

1.10. "Neighborhood Board" shall mean and refer to the Board of Directors of the Neighborhood Association.

1.11. "Neighborhood Expenses" shall mean and refer to all actual and estimated expenditures incurred by or on behalf of the Neighborhood Association, for the benefit of Owners of Lots within the Neighborhood.

1.12. "Neighborhood Restrictions" shall mean and refer to this Declaration of Neighborhood Restrictions, as the same now exists or may be hereafter amended.

1.13. "Occupant" shall mean and refer to any person, including, without limitation, any guest, invitee, tenant, lessee or family member of a Member, occupying or otherwise using or visiting a Lot.

1.14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding any mortgagee or subsequent holder of a Mortgage, unless and until such mortgagee or holder of a Mortgage has acquired fee simple title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.15. "Subdivision Plat" shall mean and refer to the subdivision plat for the Neighborhood recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

ARTICLE IIASSOCIATION MEMBERSHIP AND VOTING RIGHTS

2.01. Membership. Every Owner of a Lot shall be a Member of the Neighborhood Association. Each Owner's membership shall be appurtenant to and may not be separated from ownership of any Lot. When more than one person holds an interest in any property in the Neighborhood to which a vote is allocated, all persons shall be Members. In any instance where the Members are entitled to personally cast their votes and when more than one person holds an interest in property within the Neighborhood: (a) the vote for such property shall be exercised as the co-owners among themselves determine, but not more votes may be cast with respect to such property than have been allocated to such property; (b) if only one co-owner of property casts votes allowable 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 (c) 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 at the meeting at which such vote is to be cast shall disallow the vote with respect to such property.

2.02. Voting Classes. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Owners (with the exception of the Declarant) and shall be entitled to one (1) vote for each Improved Lot.

(b) Class B. The Class B member shall be the Declarant, or its successor in interest, during the Declarant Control Period.

ARTICLE IIIFUNCTIONS OF THE NEIGHBORHOOD ASSOCIATION

3.01. Power and Obligations of the Neighborhood Association. The Neighborhood Association shall have the power and may perform the following functions:

(a) Hire a professional manager, who may be an affiliate of the Declarant to perform for a fee all functions of operation and management on behalf of the Neighborhood Association. Any contract, which may or may not be with the Declarant or an affiliate of the Declarant, shall provide that the contract may be terminated with cause on not more than thirty

(30) days' written notice and without cause on no more than ninety (90) days' written notice; and the contract must be terminable without payment of a termination fee.

(b) Prepare an annual budget, in which there shall be established the assessments of each Owner for the Neighborhood Expenses.

(c) Make assessments against owners to defray the costs and expenses of the Neighborhood Association, to establish the means and methods of collecting such Neighborhood Assessments from the owners and to establish the period of the installment payment of the Neighborhood Assessment for Neighborhood Expenses. Unless otherwise determined by the Neighborhood Board, the annual Neighborhood Assessment against each Owner for his proportionate share of the Neighborhood Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for such month.

(d) Provide for maintenance of the yards and landscaping of Improved Lots in the Neighborhood, which may include regular grass cutting, fertilizing, reseeding and shrubbery trimming.

(e) Collect the Neighborhood Assessments against the Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Neighborhood Association.

(f) Contract for the collection of garbage at each Improved Lot in the Neighborhood.

(g) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Neighborhood and the administration of the Neighborhood Association.

ARTICLE IV

COVENANT FOR NEIGHBORHOOD ASSESSMENTS

4.01. Creation of the Lien and Personal Obligation of Neighborhood Assessments. The Declarant, for each Lot subjected to these Neighborhood Restrictions, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to all the terms and provisions of this Neighborhood Declaration and to pay to the Neighborhood Association the annual Neighborhood Assessments. The Neighborhood Assessments, together with interest thereon (if assessed by the Board) and costs of collection therefor

(including reasonable attorneys' fees) shall be a charge and continuing lien upon the Lot and improvements thereon against which such Neighborhood Assessment is made; provided, however, any lien created for such assessments shall be inferior and subordinate to any lien created by the Declaration. Each such Neighborhood Assessment, together with interest thereon (if any) and costs of collection therefor shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the Neighborhood Assessment fell due. In the case of co-ownership of a Lot, all such co-owners shall be jointly and severally liable for the entire amount of the assessment. The personal obligation of an Owner for delinquent Neighborhood Assessments shall not pass to his successors in title unless expressly assumed by them.

4.02. Purpose of Assessments. The Neighborhood Assessments levied by the Neighborhood Association shall be used exclusively (i) to provide services which the Neighborhood Association is authorized to provide; and (ii) to pay reasonable expenses incurred by the Neighborhood Association in carrying out its duties hereunder, including, but not limited to, the costs of wages, materials, services, supplies and other expenses.

4.03. Annual Neighborhood Assessments. The annual assessment shall be fixed by the Neighborhood Board of the Neighborhood Association in accordance with a budget prepared and approved by the Board of Directors. Until January 1 of the year immediately following the conveyance of the first Improved Lot to an Owner, the maximum annual Neighborhood Assessment shall be Seventy Five Dollars (\$75.00) per Lot. The annual Assessment may be increased as hereinafter provided in Section 4.04 of this Article IV. Notwithstanding any of the foregoing to the contrary, there shall be no assessment against any Lot until it is an Improved Lot.

4.04. Increase of Annual Assessments. The Board of Directors of the Neighborhood Association may, without a vote of the Members of the Neighborhood Association, prospectively increase the annual Neighborhood Assessments to an amount which is five (5%) above the annual Neighborhood Assessments for the previous year. The Neighborhood Association may prospectively increase the maximum of the Neighborhood Assessments above the amount permitted pursuant to the preceding sentence, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

4.05. Determination of Annual Neighborhood Assessments.

(a) Fiscal Year. The fiscal year of the Neighborhood Association shall consist of the twelve-month period commencing on January 1 of each year and terminating on December 31 of that year.

(b) Preparation and Approval of Budget. Each year on or before December 1, the Neighborhood Board shall adopt a budget containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, services and other expenses and the rendering to the Owners of all related services. The Neighborhood Board shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the common expenses payable by each Owner, on or before December 15 preceding the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Owner's Neighborhood Assessment as hereinbefore provided.

The Neighborhood Board shall set the annual Neighborhood Assessment for the first fiscal year of the Neighborhood Association no later than the date on which such Neighborhood Assessment commences as to any Lot; provided, however that the initial annual Neighborhood Assessment on any Lot shall be prorated according to the number of months remaining in the fiscal year.

(c) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Neighborhood Board to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of a Owner's obligation to pay his Neighborhood Assessment as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the Neighborhood Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

(d) Accounts. Except as otherwise provided, all sums collected by the Neighborhood Board with respect to assessments against the Owners may be commingled in a single fund, but shall be held for each Member in accordance with the number of Lots owned.

4.06. Notice and Quorum for any Action Authorized Under Sections 4.04. Written notice or any meeting of the Members called for the purpose of taking any action authorized under Section 4.04 of this Article IV shall be given to all Members of the Neighborhood Association in accordance with the provisions of

the Virginia Nonstock Corporation Law in effect at the time such notice is given. At the meeting so called, the presence of the Members or of proxies representing at least a majority of all the votes of each class of membership shall constitute a quorum.

4.07. Uniform Rate of Assessment. The amount of the annual Neighborhood Assessments shall be fixed at a uniform rate for all Lots that are not exempt from assessment and may be collected periodically, as determined by the Board.

4.08. Date of Commencement of Annual Neighborhood Assessments; Due Dates. Prior to the commencement of annual assessments, all costs incurred in connection with the maintenance and preservation of the Neighborhood shall be borne solely by the Declarant. The first annual Neighborhood Assessment as to all non-exempt property (as set forth in Section 4.11 of this Article) shall commence on the first day of the first month following the date that a certificate of occupancy is issued on a dwelling on such Lot. The first annual Neighborhood Assessment shall be adjusted prorata according to the number of months then remaining in the fiscal year. Succeeding annual Neighborhood Assessments shall commence on the first day of each fiscal year, which fiscal year shall commence on January 1 of each year. The fiscal year shall be subject to change by the Board of Directors. Written notice of the annual Neighborhood Assessment shall be sent to every Lot Owner subject thereto within thirty (30) days after approval by the Neighborhood Association. Annual Neighborhood Assessments shall be paid in installments as determined by the Neighborhood Board in their sole discretion.

4.09. Duties of the Neighborhood Board. In the event of any change in the annual Neighborhood Assessment as set forth herein, the Neighborhood Board shall fix the date of commencement and the amount of the Neighborhood Assessment against each Lot for each Neighborhood Assessment period at least fifteen (15) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and Neighborhood Assessments applicable thereto which shall be open to inspection by any Member. Written notice of the Neighborhood Assessment shall thereupon be sent to every Member subject thereto. The Neighborhood Association shall, upon demand at any time, furnish to any Member liable for said Neighborhood Assessment a certificate in writing signed by an officer of the Neighborhood Association, stating whether said Neighborhood Assessment has been paid, and if not, setting forth the amount of any unpaid Neighborhood Assessment. A reasonable charge may be made by the Neighborhood Association for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any Neighborhood Assessment therein stated to have been paid.

4.10. Subordination of the Lien to Mortgages. The lien of the Neighborhood Assessments provided for herein shall be subject and subordinate to the lien of any first Mortgage encumbering a Lot, provided, however, that the Neighborhood Association may elect to record a notice of delinquency as to any particular Lot in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, on a form to be prescribed by the Neighborhood Board. If the Neighborhood Association elects to record such notice, the lien of such delinquent Neighborhood Assessments in the amount stated in such notice shall be prior to any subsequently recorded first Mortgage in the same manner as the lien of a docketed judgment in the State of Virginia. However, such a recordation shall not be necessary to perfect the lien securing charges and Neighborhood Assessments due to the Neighborhood Association, but shall be required only to establish the priority of such lien as to subsequently recorded first Mortgages.

Sale or transfer of any Lot shall not affect the Neighborhood Assessment lien. However, sale or transfer of any Lot by foreclosure of the lien of any first Mortgage thereon or the acceptance of a deed in lieu thereof, shall extinguish the lien of such Neighborhood Assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any Neighborhood Assessments thereafter becoming due or from the lien thereof.

4.11. Exempt Property. After the commencement of annual Neighborhood Assessments, those Lots exempt from Assessments under Section 5.08 of the Declaration shall also be exempt from the payment of Neighborhood Assessments.

ARTICLE V

USE RESTRICTIONS AND RULES

5.01 Maintenance Responsibility of Owner. Each Owner shall maintain those parts of his yard which are not maintained by the Neighborhood Association at the same level of maintenance as the Neighborhood Association maintains the remainder of the yard pursuant to Section 3.01(d). Such lot landscape maintenance may be available at an additional cost to the Owner from the Neighborhood Association or such other entity as designated by the Neighborhood Board.

ARTICLE VIGENERAL PROVISIONS

6.01. Enforcement. The Declarant, the Neighborhood Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, affirmative obligations, reservations, liens, and charges now or hereafter imposed by the provisions of these Neighborhood Restrictions. The failure of the Declarant or the Neighborhood Association, or of any Owner to enforce any rights, provisions, covenants, restrictions, or conditions contained in these Neighborhood Restrictions shall not constitute a waiver or estoppel of the right to thereafter enforce the same, nor shall any liability attach to the Declarant, the Neighborhood Association, or any Owner for failure to enforce such rights, provisions, covenants, restrictions, or conditions. All rights, remedies and privileges granted to the Declarant, the Neighborhood Association or any Owner shall be deemed to be cumulative.

6.02. Term. These Neighborhood Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date of recordation of these Neighborhood Restrictions, after which time said Neighborhood Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by more than two-thirds (2/3) of the votes entitled to be cast by the then Owners of the Lots has been recorded, agreeing to change these Neighborhood Restrictions in whole or in part.

6.03. Amendment. These Neighborhood Restrictions may be amended by a vote of the Members at a duly called meeting of the Neighborhood Association at which a quorum (as defined in the Bylaws of the Neighborhood Association) is present and for which notice was given in accordance with the provisions of the Virginia Nonstock Corporation Law in effect at the time such notice was given. Such notice shall state the proposed amendments to these Neighborhood Restrictions to be presented to the Members for approval and shall contain the text of the amendments to be presented or a summary thereof. Any such amendment shall be deemed approved if two-thirds (2/3) of the votes cast by each class of Members voting in person or by proxy at such meeting are in favor of the proposed amendment. If any amendment to these Neighborhood Restrictions is approved by the Members as set forth in this section, the President and Secretary of the Neighborhood Association shall execute an Addendum to this Declaration which shall set forth: (1) the date of the meeting of the Neighborhood Association at which the amendment was adopted; (2) the date that notice of such meeting was given; (3)

the total number of votes of members of the Association authorized to vote at such meeting; (4) the total number of votes required to constitute a quorum at such meeting; (5) the total number of votes present at such meeting and counted in establishing the presence of a quorum; (6) the total number of votes necessary to adopt the amendment; (7) the total number of votes cast in favor of and against the amendment; (8) the text of the amendment; and (9) the effective date of the amendment. The addendum shall be recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

ARTICLE VII

ANNEXATION OF ADDITIONAL LAND

7.01. Additions by Declarant. Krim Point at The Grove, Section-1 is the first section of the Neighborhood. Declarant reserves the right, in its sole discretion, without the consent of any Owner or the Neighborhood Association, to subject additional sections of Krim Point to the scheme of these Neighborhood Restrictions.

ARTICLE VIII

MEMBERSHIP IN THE GROVE ASSOCIATION

Each Owner (with the exception of the Declarant) shall automatically become a Member of The Grove Association upon the conveyance of a Lot from the Declarant to such Owner, and, by accepting a deed of conveyance, each Owner agrees to become a Member of The Grove Association and to pay applicable dues and assessments of such Association; provided, however, each Owner shall have all rights and privileges of a member of The Grove Association, including the right to vote in the affairs of such Association. Any assessments by these Neighborhood Restrictions shall be in addition to the assessments imposed by the Declaration and payment of Neighborhood Assessments shall not in any way constitute or be credited towards the payment of assessments imposed by the Declaration.

CONSENT OF CLASS A MEMBER

Centex Homes, as the sole Class A member of Lots in the Neighborhood, joins in the execution of this Declaration of Neighborhood Restrictions to consent to the provisions hereof; provided, however, that such consent shall not be deemed to obligate Centex Homes to undertake any of the Declarant's

obligations or to assume any of the Declarant's liabilities under this Declaration.

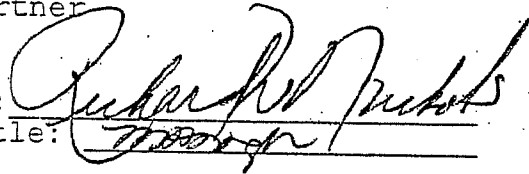
WITNESS the following signatures.

THE GROVE, L.P., a Virginia limited partnership

BY: MAYLAND INVESTMENT COMPANY, a Virginia corporation, General Partner

By:

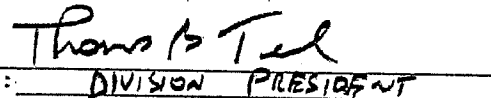
Title:


Richard P. Pickett
President

CENTEX HOMES, a Nevada corporation

By:

Title:


Thomas B. Teal
DIVISION PRESIDENT

COMMONWEALTH OF VIRGINIA

STATE AT LARGE, to-wit:

The foregoing instrument was acknowledged before me this 1st day of July, 1999, by Richard W. Nuckels, as manager of Mayland Investment Company, a Virginia corporation, General Partner of The Grove, L.P., a Virginia limited partnership, on its behalf.

My commission expires: 10/31/2001

Mary R. Woodard
Notary Public

COMMONWEALTH OF VIRGINIA

STATE AT LARGE, to-wit:

The foregoing instrument was acknowledged before me this 1st day of July, 1999, by Thomas B. Deal, as Division President of Centex Homes, a Nevada corporation, on its behalf.

My commission expires: 10/31/2000

Mary R. Woodard
Notary Public

#528462 v2

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY; THE 12 DAY OF JUL 1999, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE..... ADMITTED TO RECORD AT 11:00 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK

mail to Williams, Mullen
P.O. Box 1320
Richmond, VA 23218

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BOOK 3743 PAGE 556

CIRCUIT COURT
CHESTERFIELD

FIRST AMENDMENT TO DECLARATION
OF
NEIGHBORHOOD RESTRICTIONS
OF
KRIM POINT AT THE GROVE

This First Amendment to Declaration of Neighborhood Restrictions, dated as of the 10th day of December, 1999, by THE GROVE, L.P., a Virginia limited partnership ("Declarant") and CENTEX HOMES, a Nevada general partnership, as the sole Class A Member ("Class A Member") and KRIM POINT HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation (the "Association"), recites and provides as follows:

Recitals.

A. Pursuant to that certain Declaration of Neighborhood Restrictions of Krim Point at The Grove dated June 14, 1999, recorded July 12, 1999, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia (the "Clerk's Office"), in Deed Book 2813, at page 710 (the "Declaration"), Declarant submitted certain real property commonly known as "Krim Point at The Grove" to a common scheme of restrictions and conditions.

B. Article VI, Section 6.03 of the Declaration provides that the Declaration may be amended by an instrument approved by more than two-thirds (2/3) of the votes entitled to be cast by all of the members of the Association.

C. The Declarant and the Association desire to amend the Declaration to correctly state the amount of the initial annual Neighborhood Assessment.

D. The Declarant and the Association desire to amend the Declaration in the manner hereinafter set forth. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Declaration.

E. Centex Homes, as the sole Class A member, joins herein to consent to the provisions of this First Amendment.

First Amendment to Declaration.

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

AMENDMENT

1. Amendment to Article IV, Section 4.03. Article IV, Section 4.03 is hereby amended to provide that until January 1 of the year immediately following the conveyance of the first Improved Lot to an Owner, the maximum annual Neighborhood

Assessment shall be Eight Hundred and Forty Dollars (\$840.00) per Lot.

2. Except for the amendment set forth above, the Declaration remains unchanged and in full force and effect, and the Declarant hereto ratifies and confirms the same.

Consent of Class A Member.

Centex Homes, as the sole Class A Member, joins in the execution of this First Amendment to consent to the provisions hereof; provided, however, that such consent shall not be deemed to obligate Centex Homes to undertake any of the Declarant's obligations or to assume any of the Declarant's liabilities under this Declaration.

WITNESS the following signatures.

THE GROVE, L.P., a
Virginia Limited Partnership

BY: MAYLAND INVESTMENT COMPANY,
Sole General Partner

By: [Signature]
Title: [Signature]

KRIM POINT HOMEOWNERS ASSOCIATION,
a Virginia nonstock corporation

By: [Signature]
President

CENTEX HOMES, a Nevada General
Partnership

By: [Signature]
Title: DIVISION PRESIDENT

COMMONWEALTH OF VIRGINIA

BOOK 3743 PAGE 558

CITY/COUNTY OF Richmond, to-wit:

The foregoing instrument was acknowledged before me this 10th day of December, 1999, by Richard W. Nuckols, as manager of Mayland Investment Company, Sole General Partner of The Grove, L.P., a Virginia limited partnership, on behalf of the partnership.

My commission expires: 10/31/2001.

Mary Woodruff
Notary Public

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Richmond, to-wit:

The foregoing instrument was acknowledged before me this 10th day of December, 1999, by Richard W. Nuckols, as President of Krim Point Homeowners Association, a Virginia nonstock corporation, on behalf of the corporation.

My commission expires: 10/31/2001.

Mary Woodruff
Notary Public

STATE OF Virginia

CITY/COUNTY OF Henrico, to-wit:

The foregoing instrument was acknowledged before me this 13 day of December, 1999, by Thomas B. Teal, as Division president of Centex Homes, a Nevada general partnership, on behalf of the partnership.

My commission expires: April 30, 2001.

Elaine Reeder
Notary Public

I:\WMC\DLB\HUGHAR\0576197.01

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 5 DAY OF JAN 2000, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE...., ADMITTED TO RECORD AT 15:07 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$.00 HAS BEEN PAID.

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TESTE: JUDY L. WORTHINGTON, CLERK

Tax Parcel No. 730-703-7414-00000 ✓

02 APR 25

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Prepared by: Williams, Mullen, Clark & Dobbins
P. O. Box 1320, Richmond, VA 23218-1320

mants.

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CIRCUIT COURT CLERK
CHESTERFIELD CO., VA.

FIRST SUPPLEMENT
TO
DECLARATION OF NEIGHBORHOOD RESTRICTIONS.
FOR
KRIM POINT AT THE GROVE

THIS FIRST SUPPLEMENT TO THE DECLARATION OF NEIGHBORHOOD RESTRICTIONS FOR KRIM POINT AT THE GROVE (this "First Supplement"), dated as of the 11th day of April, 2002, by THE GROVE, L.P., a Virginia limited partnership ("Declarant"), recites and provides as follows:

Recitals.

1. By Declaration of Neighborhood Restrictions for Krim Point at The Grove (the "Neighborhood Restrictions") dated June 14, 1999, recorded July 12, 1999, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia (the "Clerk's Office"), in Deed Book 3619, at page 46, Declarant declared that certain property located in Chesterfield County, Virginia and more particularly described as "Krim Point at The Grove - Section 1" (the "Original Property") be held, sold and conveyed subject to easements, restrictions, covenants and conditions contained in the Neighborhood Restrictions.

2. Pursuant to the terms of Article VII of the Neighborhood Restrictions, Declarant has the right in its sole discretion to subject additional sections of Krim Point to the scheme of the Neighborhood Restrictions. Declarant now desires to add to the Original Property Section 2 of Krim Point, as more particularly described in Exhibit A attached hereto and made a part hereof.

3. Each capitalized term used, and not otherwise defined in this First Supplement, shall have the meaning given to it in the Neighborhood Restrictions unless the context otherwise requires. In the case of any inconsistency or conflict among the provisions of the Neighborhood Restrictions and this First Supplement, the provisions of this First Supplement shall govern.

First Supplement to the Neighborhood Restrictions.

1. Addition of Section 2 of Krim Point. Declarant does hereby submit to the Neighborhood Restrictions certain additional property more particularly described in Exhibit A attached hereto and made a part hereof and briefly described as Krim Point at The Grove, Section 2 (the "Additional Section") and does hereby declare and make known that all of the property within the

Additional Section is held subject to easements, restrictions, covenants and conditions contained in the Neighborhood Restrictions, which shall run with both the Original Property and the Additional Section or any part thereof, and shall be binding on all parties having any right, title or interest in such property, or any part thereof, their heirs, personal representatives, successors or assigns.

2. Rights and Obligations of Owners. The Owners of the Lots in the Additional Section shall immediately be deemed Owners within the meaning of the Neighborhood Restrictions and shall have all rights, privileges and easements of Owners thereunder, including, without limitation, the membership and voting rights set forth in Article II of the Neighborhood Restrictions and shall be subject to the same restrictions and covenants of Owners thereunder, including, without limitation, the assessments for maintenance and improvements set forth in Article IV of the Neighborhood Restrictions.

3. Membership in The Grove Association. Each Owner (with the exception of the Declarant) shall automatically become a Member of The Grove Association upon the conveyance of a Lot from the Declarant to such Owner. By accepting a deed of conveyance, each Owner agrees to become a Member of The Grove Association and to pay applicable dues and assessments of such Association; provided, however, each Owner shall have all rights and privileges of a member of The Grove Association, including the right to vote in the affairs of such Association. Any assessments by these Neighborhood Restrictions shall be in addition to the assessments imposed by the Declaration of Covenants, Conditions and Restrictions for The Grove (the "Declaration") and payment of Neighborhood Assessments shall not in any way constitute or be credited towards the payment of assessments imposed by the Declaration.

4. Covenants to Run With the Land. The provisions of this First Supplement shall run with the Additional Section and all the Original Property, and shall be binding upon all persons having or requiring any interest in the Original Property, the Additional Section, or any part thereof, shall inure to the benefit of every portion of the Original Property, the Additional Section and any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the Declarant, and may be enforced by any Owner, the Declarant, the Association, or their successors in interest.

5. Annexation of Additional Sections. Declarant hereby reserves the right in its sole discretion without the consent of any Owner or the Association to subject additional sections of Krim Point to the scheme of the Neighborhood Restrictions.

WITNESS the following signature.

THE GROVE, L.P., a Virginia limited partnership

BY: MAYLAND INVESTMENT COMPANY, a Virginia corporation

By: [Signature]
Title: MANAGER

COMMONWEALTH OF VIRGINIA,

STATE AT LARGE, to-wit:

The foregoing instrument was personally acknowledged before me this 15th day of April, 2002, in the City of Richmond, Virginia, by Herbert E. Fitzgerald III, as manager of Mayland Investment Company, a Virginia corporation, as sole general partner of The Grove, L.P., a Virginia limited partnership.

My commission expires: 10/3/05

[Signature]
Notary Public

EXHIBIT A

Krim Point at The Grove, Section-2

ALL that certain tract or parcel of land containing a total of approximately 12.931 acres and designated as Krim Point at The Grove, Section-2 on that certain subdivision plat dated January 4, 2002, prepared by E. D. Lewis & Associates, P.C., entitled "Krim Point at The Grove, Section-2, Midlothian District, Chesterfield County, Virginia", a copy of which is or will be recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, reference to which plat is made for a more particular description of the property.

I:\WMCDLIB\HUGHAR\0814262.01

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 25 DAY OF APR 2002, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE...., ADMITTED TO RECORD AT 10:14 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK