

**FIRST AMENDMENT TO  
THE MARINERS LANDING MASTER COVENANTS  
DECLARATION OF RIGHT, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS AND CONDITIONS**

THIS First Amendment to the Mariners Landing Master Covenants Declaration of Right, Restrictions, Affirmative Obligations And Conditions is made this \_\_\_ day of June, 2003 by J. W. Holdings, Inc., a Virginia Corporation, hereinafter referred to as “Declarant” and the other Owners of Properties subjected the Master Covenants.

**RECITALS**

WHEREAS Declarant, by Declaration dated July 31, 1999, and recorded in the Clerk’s Office of the Circuit Court of Bedford County, Virginia as Document Number 990010985 recorded the original Declaration establishing the Mariners Landing Master Association, to establish an esthetically pleasing and functionally convenient community; and

WHEREAS the original Declaration provided in Part X, paragraph 9 that the Declarant shall have the right to amend the original Declaration; and

WHEREAS Declarant desires to describe and set forth the development limitations for the future of Mariners Landing; and

WHEREAS the Declarant desires to establish procedures under which representatives of the Owners can participate on the Board of Directors hereof; and

WHEREAS Declarant has agreed to provide a regular financial contribution to the Association by the Developer; and

WHEREAS Declarant desires to make clear that unimproved lots shall not be obligated to make any contribution to the expenses of the Association; and

WHEREAS Declarant desires to authorize the Association to provide additional maintenance and improvement responsibilities

NOW, THEREFORE, the Original Declaration shall be amended to provide as follows:

Add to Definitions:

The terms “Common Area” and “Common Property” shall mean property within Mariners Landing which may be owned, leased, or required to be maintained by the Master Association.

The term "Open Space" shall mean Property so designated on a recorded plat of such property. For the purposes of this definition the term shall also mean area designated as "Common Area" or "Common Space" on a plat of a condominium or other subdivision located within Mariners Landing. This is property that is not to be developed for residential purposes but is not the responsibility of the Master Association to maintain.

The term "Ultimate User" shall mean the individual purchaser(s) who shall purchase a lot or unit as opposed to a Subsequent Developer that may purchase a development parcel for future development and/or subdivision and sale to Ultimate Users. All purchasers of individual platted lots or units shall be deemed to be Ultimate Users unless such purchasers shall become Subsequent Developers as described in Part VI §1b hereof.

Part IV §2 definition of Class A:

Class A. Class A membership shall be all those owners as defined in paragraph 1. above with the exception of the Class B member and Class C members, if any. Class A members shall be entitled to one vote for each Property in which they hold the interest required for membership by §1. above. Whenever a Family Dwelling Unit is owned of record in the names of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, or if the Lot shall be owned by a corporation or a partnership, then such Owners shall file with the Secretary of the Association an instrument in writing signed by such Owners designating one Owner (one Officer in the case of a Corporation or one Partner in the case of a Partnership) to cast the vote attributable to such property. Individuals or entities which hold an interest in the property solely for the purpose of securing an obligation or debt shall not be considered Owners hereunder.

Part IV §2 definition of Class B:

Class B. The Class B member of the Master Association shall be the Declarant, J. W. Holdings, Inc., a Virginia Stock Corporation, its successors and assigns. The Class B member initially shall have one vote for each lot, dwelling or condominium unit described below as such description may from time to time be amended by the Declarant. The Class B vote associated with any lot or condominium unit shall cease and be converted to a Class A vote or, if commercial, to a Class C membership and vote (a) upon the sale and conveyance of such property to an Ultimate User; or (b) when, in its discretion, the Declarant so determines and declares in a recorded instrument. Conveyance of a Development Unit Parcel to a Subsequent Developer shall not convey the Class B votes accruing to such property unless the deed conveying such property explicitly provides for the conveyance of the votes accruing to such property. The Class B member shall select the initial members of the Board of Directors.

The locations of the Parcels held by the Class B member for later development shall be as shown on the Mariners Landing map which is attached hereto as Exhibit A. (Note: The Bedford County Zoning Ordinance allows up to 10% Commercial Use in each of the residential areas described below.) The minimum dimensions of each lot in these Parcels shall be as follows:

1. Area A – Not Applicable since Area A is not part of Mariners Landing
2. Area B – Mariners #13 Commercial Property – 6 Lots
  - A. Area = 5.63 acres
  - B. Min. Lot Size – 0.5 acre
  - C. Min. Lot Width – 100'
  - D. Min. Lot Depth – 100'

3. Area C – Single Family – 66 Lots
  - A. Area = 13.24 acres
  - B. Min. Lot Size – 8,000 sq ft (0.18 ac)
  - C. Min. Lot Width – 80’
  - D. Min. Lot Depth – 100’
  - E. Avg. Density – 5 units/acre
4. Area D – Single Family – 80 Lots
  - A. Area = 16.15 acres
  - B. Min. Lot Size – 8,000 sq ft (0.18 ac)
  - C. Min. Lot Width – 80’
  - D. Min. Lot Depth – 100’
  - E. Avg. Density – 5 units/acre
5. Area E – Single Family – 209 Lots
  - A. Area = 41.93 acres
  - B. Min. Lot Size – 8,000 sq ft (0.18 ac)
  - C. Min. Lot Width – 80’
  - D. Min. Lot Depth – 100’
  - E. Avg. Density – 5 units/acre
6. Area F – Single / Multi-Family – 88 Units
  - A. Area = 12.59 acres
  - B. Min. Lot Size (SF)– 6000 sq ft (0.13+ acre)
  - C. Min. Lot Width (SF) – 75’
  - D. Min. Lot Depth (SF) – 80’
  - E. Avg. Density – 7 units/acre
7. Area G – Single Family – 37 Lots
  - A. Area = 6.17 acres
  - B. Min. Lot Size – 7000 sq ft (0.16+ acre)
  - C. Min. Lot Width – 70’
  - D. Min. Lot Depth – 100’
  - E. Avg. Density – 6 units/acre
8. Area H – Multi-Family – 163 units
  - A. Area = 6.83 acres
  - B. Avg. Density – 24 units/acre
9. Area I – Multi-Family – 4 units
  - A. Area = 0.95 acres
  - B. Avg. Density – 10 units/acre
10. Area J – Multi-Family – 4 units
  - A. Area = 1.74 acres
  - B. Avg. Density – 10 units/acre
11. Area K – Single Family – 22 Lots
  - A. Area = 5.03 acres
  - B. Min. Lot Size – 4000 sq ft (0.09+ acre)
  - C. Min. Lot Width – 40’
  - D. Min. Lot Depth – 100’
  - E. Avg. Density – 4-5 units/acre
12. Area L – Multi-Family / Commercial (The Pointe) – 200 units
  - A. Area = 13.21 acres
  - B. Avg. Density – 16 units/acre
13. Area M – Multi-Family (Mariners Village) – 48 units
  - A. Area = 4.8 acres
  - B. Avg. Density – 10 units/acre

- 14. Area N – Single Family – 19 Lots
  - A. Area = 2.47 acres
  - B. Min. Lot Size – 5000 sq ft (0.11+ acre)
  - C. Min. Lot Width – 50’
  - D. Min. Lot Depth – 100’
  - E. Avg. Density – 8 units/acre
- 15. Area O – Single Family – 46 Lots
  - A. Area = 5.83 acres
  - B. Min. Lot Size – 5000 sq ft (0.11+ acre)
  - C. Min. Lot Width – 50’
  - D. Min. Lot Depth – 100’
  - E. Avg. Density – 8 units/acre
- 16. Area P – Multi-Family – 109 units
  - A. Area = 4.57 acres
  - B. Avg. Density – 24 units/acre
- 17. Area Q – Multi-Family – 344 units
  - A. Area = 14.37 acres
  - B. Avg. Density – 24 units/acre
- 18. Area R – Multi-Family – 1048 units
  - A. Area = 43.70 acres
  - B. Avg. Density – 24 units/acre
- 19. Area S – Single Family – 680 Lots
  - A. Area = 136.10 acres
  - B. Min. Lot Size – 8,000 sq ft (0.18 acre)
  - C. Min. Lot Width – 80’
  - D. Min. Lot Depth – 100’
  - E. Avg. Density – 5 units/acre
- 20. Area T – Multi-Family – 887 units
  - A. Area = 36.96 acres
  - B. Avg. Density – 24 units/acre
- 21. Area U – Single Family – 547 Lots
  - A. Area = 54.77 acres
  - B. Min. Lot Size – 4000 sq ft (0.09+ acre)
  - C. Min. Lot Width – 40’
  - D. Min. Lot Depth – 100’
  - E. Avg. Density – 10 units/acre

**TOTAL UNITS – 4607**

The Class B member shall have the right to move the numbers of lots and units between Parcels without restriction provided that the total number of lots and units to be developed in Mariners Landing shall not be increased unless such additional lots or units are contained in additional land added to the Mariners Landing Community as provided in the preamble to the Declaration of Covenants. Any exchange of lots or units between Parcels described above shall be accomplished by the Class B member filing an amendment to this Declaration to document such change.

Delete Part VI §1 and replace with Part VI §1a and §1b:

*Creation of the Lien and Personal Obligations of Assessments, Classes A and C.* Each Owner of any Family Dwelling Unit or any Built Commercial Property which is not the Class B Member (or Subsequent Developer if appropriate), shall be deemed to covenant and agree to pay to the

Association: (1) Annual assessments or charges; and (2) Special assessments or charges for the purposes set forth in this Part, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special assessments together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on such Family Dwelling Unit or Commercial Property and improvements thereon against which each such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner of such Family Dwelling Unit or Commercial Property at the time when the assessment first became due and payable. In the case of co-ownership of such Property, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. The assessment on a new Family Dwelling Unit or Commercial Property shall begin as of the date of the issuance of the certificate of occupancy for such Residential Shelter Product or Commercial Property, or the date of conveyance from the Class B member (or a subsequent Developer if it has assumed the liabilities of the Class B Member) if the property was owned by the Class B member. Any assessment for a partial year shall be prorated for such partial year.

§1b *Obligations of Assessments, Class B and Subsequent Developer* In the event the Class B member shall sell a Development Parcel to a Subsequent Developer of such parcel, as part of such sale, the Subsequent Developer of such Development Parcel must agree to pay a one time assessment of \$200 at the time of the conveyance to an Ultimate User. This payment shall be in lieu of any other payments to be made by the Class B member and any Subsequent Developer.

Revise § 3 to read as follows:

3. All Assessments against Class A and Class C members shall be due and payable thirty (30) days from the date of mailing the same. Assessments against Developer (whether the Class B member or a Subsequent Developer) owned lots and residential units shall be due thirty (30) days after settlement of the sale of such properties to an Ultimate User. Assessments against the owner of the Mariners Landing Golf Course shall be paid as provided in the Golf Course Operating Agreement.

Revise § 10 to read as follows:

10. *Exempt Property.* The following Property, individuals, partnerships or corporations, subject to this Declaration shall be exempted from the assessment, charge and lien created herein:  
The grantee in conveyances made for the purpose of granting utility easements;  
Unimproved Lots owned by Class A, Class B or Class C members;  
All Common Properties, Open Space and Purchased Common Properties;  
Property which is used for any of the following purposes:  
    In the maintenance and service of facilities within Common Properties or Open Space;  
    Places of worship;  
    Schools; Non-profit, governmental, and charitable institutions.

Part VII, §3 add the following subparagraph:

(z) To establish, improve, maintain and repair any entrance signs, road sides, landscape treatments and landscape features such as lights, fountains, benches, etc. which designate, decorate or accent any entrance to or other prominently visible area in the Mariners Landing community.

WITNESS the execution of the Declarant, the sole type B Member as provided for in Part X Paragraph 9 of the Declaration:

DECLARANT:

J. W. HOLDINGS, INC.,  
a Virginia corporation

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

STATE OF VIRGINIA

to wit:

COUNTY OF BEDFORD

The foregoing instrument was acknowledged before me this the \_\_\_\_\_ day of June, 2003, by John A. White, President of J. W. Holdings, Inc. on behalf of the Corporation.

My commission expires: \_\_\_\_\_

\_\_\_\_\_

Notary Public