

**Common Interest Community Board
COMMON INTEREST COMMUNITY ASSOCIATION RESALE CERTIFICATE**

Section 55.1-2310 of the Resale Disclosure Act in the *Code of Virginia* requires this standard resale certificate.

The unit being purchased is in a development subject to the Virginia Condominium Act, the Virginia Property Owners' Association Act or the Virginia Real Estate Cooperative Act. Properties subject to these acts are considered "common interest communities" under the law and are governed by common interest community owners' associations ("association"). Units in common interest communities are subject to the Virginia Resale Disclosure Act that requires disclosure of information about the common interest community and its association on this resale certificate.

Under the Resale Disclosure Act, the Common Interest Community Board establishes the fees that may be charged for preparation and delivery of the resale certificate. No association may collect these fees unless the association (i) is registered with the Common Interest Community Board; (ii) is current in filing the most recent annual report and fee with the Common Interest Community Board pursuant to § 55.1-1835, § 55.1-1980, or § 55.1-2182; and (iii) provides the option to receive the resale certificate electronically.

Important Notice for Purchasers

The contract to purchase a unit in a common interest community association is a legally binding document. The purchaser may have the right to cancel the contract after receiving the resale certificate.

The purchaser is responsible for examining the information contained in and provided with this resale certificate. The purchaser may request an update of the resale certificate from the association.

RESALE CERTIFICATE

Name of Development: _____

Location of Development (County/City): Chesterfield County

Association Name: Five Forks Village Community Association

Association Address: 7931 Mill River Lane, Chesterfield VA 23832

Lot Address, Number, or Reference: _____

Date Prepared: 07-10-2026

The following disclosures are being made pursuant to § 55.1-2310 of the Virginia Resale Disclosure Act.

1. Contact information:

☒ Contact information for the preparer of the resale certificate and any managing agent is attached. See *Appendix 1*.

2. Governing documents and any rules and regulations:

☒ A copy of the association governing documents and rules and regulations are attached. See *Appendix 2*.

3. Restraints on alienation:

There ☐ is ☒ is not any restraint on free alienability of any of the units. See *Appendix 3*.

4. Association assessments:

☒ The association levies assessments payable by the owners to the association for common expenses. See *Appendix 4*.

5. Association fees:

The association ☒ does ☐ does not charge fees to the owner of the unit. See *Appendix 5*.

6. Other entity or facility assessments, fees, or charges.

The owner ☒ is ☐ is not liable to any other entity or facility for assessments, fees, or other charges due to ownership of the unit. See *Appendix 6*.

7. Association approved additional or special assessments:

The association ☐ does ☒ does not have other approved additional or special assessments due and payable to the association. See *Appendix 7*.

8. Capital expenditures approved by the association:

The association ☒ **does** ☐ **does not** have approved capital expenditures for the current and succeeding fiscal years. See *Appendix 8*.

9. Reserves for capital expenditures:

The association ☒ **does** ☐ **does not** have reserves for capital expenditures. See *Appendix 9*.

The association ☒ **has** ☐ **has not** designated some portion of those reserves for a specific project(s). See *Appendix 9*.

10. Balance sheet and income and expense statement:

The association's most recent balance sheet ☒ **is** ☐ **is not** attached. See *Appendix 10*.

The association's most recent income and expense statement ☒ **is** ☐ **is not** attached. See *Appendix 10*.

11. Current operating budget of the association:

☒ The association's current operating budget is attached. See *Appendix 11*.

12. Reserve study:

A copy of the association's ☒ current reserve study or ☒ summary of the current reserve study is attached. See *Appendix 12*.

13. Unsatisfied judgements and pending actions:

There ☐ **are** ☒ **are not** unsatisfied judgements or pending actions in which the association is a party that could have a material impact on the association, the owners, or the unit being sold. See *Appendix 13*.

14. Insurance coverage:

The association ☒ **does** ☐ **does not** provide insurance coverage for the benefit of the owners, including fidelity coverage. See *Appendix 14*.

The association ☒ **does** ☐ **does not** recommend or require that owners obtain insurance coverage. See *Appendix 14*.

15. Written notice from the association:

The association ☐ **has** ☒ **has not** given or received written notice(s) that any existing uses, occupancies, alterations or improvements in or to the unit being sold or to the limited elements assigned thereto violate a provision of the governing documents or rules and regulations. See *Appendix 15*.

16. Written notice from a governmental agency:

The Board ☐ **has** ☒ **has not** received written notice(s) from a governmental agency of a violation of environmental, health, or building code with respect to the unit being sold, the limited elements assigned thereto, or a portion of the common interest community that has not been cured. See *Appendix 16*.

17. Board meeting minutes:

☒ A copy of any approved minutes of meetings of the Board held during the last six months is attached. See *Appendix 17*.

☐ Not applicable. See *Appendix 17*.

18. Association meeting minutes:

A copy of any approved or draft minutes of the most recent association meeting ☐ is ☒ is not attached. See *Appendix 18*.

19. Leasehold estates:

There ☐ is ☒ is not an existing leasehold estate affecting a common area or common element in the common interest community. See *Appendix 19*.

20. Occupancy limitations:

The association ☒ does ☐ does not have any limitation(s) in the governing documents on the number or age of persons who may occupy the unit as a dwelling. See *Appendix 20*.

21. United States flag restrictions:

The association ☒ does ☐ does not have any restriction(s), limitation(s), or prohibition(s) on the right of an owner to display the flag of the United States, including any reasonable restrictions as to size, time, place, and manner of placement or display of such flag. See *Appendix 21*.

22. Solar energy restrictions:

The association ☒ does ☐ does not have any restriction(s), limitation(s), or prohibition(s) on the right of an owner to install or use solar energy collection devices on the owner's unit or limited element. See *Appendix 22*.

23. Sign restrictions:

The association ☒ does ☐ does not have any restriction(s), limitation(s), or prohibition(s) on the size, placement, or duration of display of political, for sale, or any other signs on the property. See *Appendix 23*.

24. Parking or vehicle restrictions:

The association ☒ does ☐ does not have any parking or vehicle restriction(s), limitation(s), or prohibition(s) in the governing documents or rules and regulations. See *Appendix 24*.

25. Home-based business restrictions:

The association ☒ does ☐ does not have any restriction(s), limitation(s), or prohibition(s) on the operation of a home-based business that otherwise complies with all applicable local ordinances. See *Appendix 25*.

26. Rental restrictions:

The association ☐ does ☒ does not have any restriction(s), limitation(s), or prohibition(s) on an owner's ability to rent the unit. See *Appendix 26*.

27. [Real Estate Cooperatives Only] Tax deductibility statement:

A statement as to the deductibility for federal income tax purposes by the owner of real estate taxes and interest paid by the association ☐ is ☐ is not attached. See *Appendix 27*.

28. Pending sales or encumbrances:

There ☐ is ☒ is not a pending sale(s) or encumbrance of common elements. See *Appendix 28*.

29. Secondary mortgage market agency approvals:

There ☐ is ☒ is not any known project approval(s) currently in effect issued by secondary mortgage market agencies. See *Appendix 29*.

30. Certification:

☒ The association has filed with the Common Interest Community Board the annual report required by law.

See *Appendix 30*.

The name, address, and phone numbers of the preparer of the resale certificate and any managing agent are required to be disclosed under § 55.1-2310.A.1. of the Resale Disclosure Act.

Preparer of the resale certificate:

Name: **Nicky Chance**

Company **ACS West, Inc., AAMC(r)**

Mailing Address **1904 Byrd Avenue Suite 100**

Richmond VA 23230

Phone Number **(804) 282-7451**

Email **nicky@acswest.org**

Managing Agent:

Name: **Nicky Chance**

Company **ACS West, Inc., AAMC(r)**

CIC Manager License No. (if applicable) **501000088**

Mailing Address **1904 Byrd Avenue Suite 100**

Richmond VA 23230

Phone Number **(804) 282-7451**

Email **nicky@acswest.org**

☐ Not applicable. The association does not have a managing agent.

The governing documents and any rules and regulations of the association are required to be disclosed under § 55.1-2310.A.2. of the Resale Disclosure Act.

The following are attached in this Appendix:

- ☒ Association governing documents (required)
- ☐ Rules and regulations

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APPENDIX 3

A statement disclosing any restraint(s) on the alienability (e.g., transfer, sale, or lease) of the unit for which the resale certificate is being issued is required under § 55.1-2310.A.3. of the Resale Disclosure Act.

- ☐ Article/Section _____ creates a right(s) of first refusal or other restraint(s) on free alienability of the unit.
- ☒ Not applicable.

APPENDIX 4

A statement of the amount and payment schedules of assessments and any unpaid assessments currently due and payable to the association is required under § 55.1-2310.A.4. of the Resale Disclosure Act.

☒ The association levies assessments, payable according to the following schedule:

- ☐ monthly, in the amount of \$ _____
- ☒ quarterly, in the amount of \$ **230.00 2026-2027**
- ☐ periodic, _____, in the amount of \$ _____
Describe interval

Current assessment due: **August 1, 2026** **\$ 230.00**
Due Date

Unpaid assessments: **\$ 44.69**

☒ The association levies an assessment in the amount of \$ **495.00** upon transfer of a unit.

APPENDIX 5

A statement of any other fees due and payable by the owner of the unit is required under § 55.1-2310.A.5. of the Resale Disclosure Act.

- ☒ Other fees due: **Late fee can be applied after 7 days** **\$ 5% late fee**
Description
- ☐ Unpaid fees: **N/A** **\$ N/A**
Description
- ☐ Not applicable. There are no other fees due and payable by the owner of the unit.

APPENDIX 6

A statement of any other entity or facility to which the owner of the unit being sold may be liable for assessments, fees, or other charges due to the ownership of the unit is required under § 55.1-2310.A.6. of the Resale Disclosure Act.

Entity/Facility Name
Buyer Setup Fee due to ACS West at closing: \$70.66

☐ Not applicable.

APPENDIX 7

A statement of the amount and payment schedule of any approved additional or special assessment and any unpaid approved additional or special assessment currently due and payable is required under § 55.1-2310.A.7. of the Resale Disclosure Act.

☐ Additional or special assessment due: _____ \$ _____
Due Date

☐ Unpaid additional or special assessment due: \$ _____

☒ Not applicable.

APPENDIX 8

A statement of any capital expenditures approved by the association for the current and succeeding fiscal years is required under § 55.1-2310.A.8. of the Resale Disclosure Act.

☒ Capital expenditures approved by the association for the current and succeeding fiscal years are:
See attached Reserve Study

☐ Not applicable

A statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the association for any specified projects is required under § 55.1-2310.A.9. of the Resale Disclosure Act.

Total amount of association reserves \$ 393,628.53

☒ Amount of total reserves **designated** for specific projects (attach list or complete below):

Specific Project	Amount Designated
<i>See attached Reserve Study</i>	

The amount of any reserves for specified projects is contained in Appendix 12.

☐ Not applicable.

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The most recent balance sheet and income and expense statement, if any, of the association are required to be disclosed under § 55.1-2310.A.10. of the Resale Disclosure Act.

- ☒ The most recent balance sheet and income and expense statement for the association **are** attached.
- ☐ The most recent balance sheet and income and expense statement for the association **are not** attached.

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The current operating budget of the association is required to be disclosed under § 55.1-2310.A.11. of the Resale Disclosure Act.



The current operating budget of the association **is** attached.

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The current reserve study, or a summary of such study, is required to be disclosed under § 55.1-2310.A.12. of the Resale Disclosure Act.

- ☒ The current reserve study of the association **is** attached.
- ☒ A summary of the current reserve study of the association **is** attached.
- ☐ Not applicable. A reserve study **is not** yet required.

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A statement of any unsatisfied judgments against the association and the nature and status of any pending actions in which the association is a party and that could have a material impact on the association, the owners, or the unit being sold are required under § 55.1-2310.A.13. of the Resale Disclosure Act.

☐

There are unsatisfied judgments against the association or pending action(s) in which the association is a party and that could have a material impact on the association, the owners, or the unit being sold. Describe below.

☒

Not applicable.

A statement describing any insurance coverage provided by the association for the benefit of the owners, including fidelity coverage, and any other insurance coverage recommended or required to be obtained by the owners is required under § 55.1-2310.A.14. of the Resale Disclosure Act.*

- ☒ Insurance coverage provided by the association for the benefit of the owners, including fidelity coverage:

Description of insurance	
Liability, Workers Compensation, Employee Dishonesty	☒ Certificate of Insurance or other documentation attached. ☐ See Article/Section _____
	☐ Certificate of Insurance or other documentation attached. ☐ See Article/Section _____
	☐ Certificate of Insurance or other documentation attached. ☐ See Article/Section _____

- ☐ Any other insurance coverage recommended or required to be obtained by the owners can be found in Article/Section ***recommended*** _____.

- ☐ Not applicable.

*The association may make an owner responsible for payment of all or part of the deductible when making a claim against such insurance.

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A statement as to whether the board has given or received written notice that any existing uses, occupancies, alterations, or improvements in or to the unit being sold or to the limited elements assigned thereto violate any provision of the governing documents or rules and regulations together with any copies of that notice (s) is required under § 55.1-2310.A.15. of the Resale Disclosure Act.

☐ Written notice(s) attached.

☒ Not applicable

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A statement as to whether the board has received written notice from a governmental agency of any violation of environmental, health, or building codes with respect to the unit being sold, the limited elements assigned thereto, or any other portion of the common interest community that has not been cured is required under § 55.1-2310.A.16. of the Resale Disclosure Act.

☐

Written notice(s) attached.

☒

Not applicable.

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A copy of any approved minutes of meetings of the board held during the last six months is required to be disclosed under § 55.1-2310.A.17. of the Resale Disclosure Act.



A copy of any approved minutes of meetings of the board held during the last six months **are** attached.



Not applicable

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A copy of any approved or draft minutes of the most recent association meeting is required to be disclosed under § 55.1-2310.A.18. of the Resale Disclosure Act.

☐ A copy of any approved or draft minutes of the most recent association meeting **are** attached.

☒ Not applicable

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A statement of the remaining term of any leasehold estate affecting a common area or common element, as those terms are defined in §§ 55.1-1800, 55.1-1900, and 55.1-2100 in the common interest community and the provisions governing any extension or renewal of such leasehold are required under § 55.1-2310.A.19. of the Resale Disclosure Act.



Not applicable



The remaining term of the leasehold estate established in the attached document(s) is _____.

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APPENDIX 20

A statement of any limitation(s) in the governing documents on the number or age of persons who may occupy a unit as a dwelling is required under § 55.1-2310.A.20. of the Resale Disclosure Act.



Article/Section 7.1 of the ***Declaration*** * describes any limitation(s) on the number or age of persons who may occupy the unit as a dwelling.



Not applicable

** Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines*

APPENDIX 21

A statement setting forth any restriction(s), limitation(s), or prohibition(s) on the right of any owner to display the flag of the United States, including reasonable restrictions as to size, time, place, and manner of placement or display of such flag is required under § 55.1-2310.A.21. of the Resale Disclosure Act.



Article/Section #15 of the ***Arch. Guidelines*** * describes any restriction(s), limitation(s), or prohibition(s) on the right of any owner to display the flag of the United States, including reasonable restrictions as to size, time, place, and manner of placement or display of such flag.



Not applicable

** Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines*

APPENDIX 22

A statement setting forth any restriction(s), limitation(s), or prohibition(s) on the right of any owner to install or use solar energy collection devices on the owner's unit or limited element is required under § 55.1-2310.A.22. of the Resale Disclosure Act.



Article/Section #40 of the ***Arch. Guidelines*** * describes any restriction(s), limitation(s), or prohibition(s) on the right of any owner to install or use solar energy collection devices on the owner's unit or limited element.



Not applicable

** Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines*

APPENDIX 23

A statement setting forth any restriction(s), limitation(s), or prohibition(s) on the size, placement, or duration of display of political, for sale, or any other signs on the property is required under § 55.1-2310.A.23. of the Resale Disclosure Act.

☒ Article/Section #39 of the Arch. Guidelines * describes any restriction(s), limitation(s), or prohibition(s) on the size, placement, or duration of display of political, for sale, or any other signs on the property.

☐ Not applicable

** Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines.*

APPENDIX 24

A statement identifying any parking or vehicle restriction(s), limitation(s), or prohibition(s) in the governing documents or rules and regulations is required under § 55.1-2310.A.24. of the Resale Disclosure Act.

☒ Article/Section #43 of the Arch. Guidelines * describes any parking or vehicle restriction(s), limitation(s), or prohibition(s).

☐ Not applicable

** Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines.*

APPENDIX 25

A statement setting forth any restriction(s), limitation(s), or prohibition(s) on the operation of a home-based business that otherwise complies with all applicable local ordinances is required under § 55.1-2310.A.25. of the Resale Disclosure Act.

☒ Article/Section 7.01 of the Declaration * describes any restriction(s), limitation(s), or prohibition(s) on the operation of a home-based business that otherwise complies with all applicable local ordinances.

☐ Not applicable

** Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines*

APPENDIX 26

A statement setting forth any restriction(s), limitation(s), or prohibition(s) on an owner's ability to rent the unit is required under § 55.1-2310.A.26. of the Resale Disclosure Act.

☒ Article/Section 3.5 of the Declaration * describes any restriction(s), limitation(s), or prohibition(s) on the owner's ability to rent the unit.

☐ Not applicable

** Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines*

REAL ESTATE COOPERATIVES ONLY

In a Real Estate Cooperative, a statement setting forth whether the cooperative association is aware of any statute, regulation, or rule applicable to the cooperative that would affect an owner's ability to deduct real estate taxes and interest paid by the cooperative association for federal income tax purposes is required under § 55.1-2310.A.27. of the Resale Disclosure Act.

☐

A statement as to the deductibility for federal income tax purposes by the owner of real estate taxes and interest paid by the association is attached.

☒

Not applicable

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A statement describing any pending sale or encumbrance of a common element(s) is required under § 55.1-2310.A.28. of the Resale Disclosure Act.

☐

Any documents pertaining to a pending sale or encumbrance of a common element(s) **are** attached.

☒

Not applicable

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A statement indicating any known project approvals currently in effect issued by secondary mortgage market agencies is required under § 55.1-2310.A.29. of the Resale Disclosure Act.

The common interest community is known to be currently approved (or mortgages secured by units in the common interest community are eligible for purchase) by the secondary mortgage market agencies checked below:

☐	_____
☐	_____
☐	_____
☐	_____



Not applicable

Certification that the association has filed with the Common Interest Community Board the annual report required by law, including the filing number assigned by the Board and the expiration date of such filing are required to be disclosed under § 55.1-2310.A.30. of the Resale Disclosure Act.



Certification that the association has filed the required annual report with the Common Interest Community Board is attached. *

0550000877

Association Filing (Registration) number assigned by the CIC Board

August 31, 2026

Filing (Registration) Expiration date

* A copy of the registration issued by the Common Interest Community Board is sufficient for the certification.

Five Forks Village Community Association is subject to the Virginia Property Owners Association Act.

The association was once named Five Forks Village Recreational Club, name has been legally changed.

The fiscal year for the association runs May 1 through April 30. Assessments are due quarterly on May 1 (1st quarter), August 1 (2nd quarter), November 1 (3rd quarter), and February 1 (4th quarter).

Capital Contribution collected from all purchasers, including entities that purchase properties out of foreclosure.

Compliance Inspection Form

Five Forks Village Community Association

Unit Owner: Fermin Trompeta
Property Address: 7931 Mill River Ln
Chesterfield, VA 23832-9235

Inspector's Name: Nicky Chance
Date of Inspection: 7/9/26
Date Ordered: 06-29-2026

Inspectors Observations/Comments:

1. The exterior siding of the home needs to be cleaned
2. The exterior of the gutters show signs of dirt
3. The front porch steps and step risers need to be cleaned and painted.
4. The front porch railing and posts need to be cleaned and painted
5. The shutters need to be painted
6. The driveway needs to be sealed
7. The shrubs need to be trimmed
8. The grass needs to be mowed
9. The trash can is stored in the driveway
10. There is misc debris stored in front of the garage
11. The front lawn has weeds in it

Covenant Violations Noted:

1. Pressure wash all exterior surfaces needs to be pressure washed.
2. Clean all exterior surfaces of the gutters
3. Pressure wash and paint the front porch steps, and step risers
4. Pressure wash and paint the front porch railings and posts.
5. Paint the shutters on the front of the home
6. Sealcoat and crackfill the driveway
7. Trim the shrubs in front of the home
8. Mow and edge the lawn
9. Store the trash can in a location not visible from the street
10. Remove all misc debris from the front of the home
11. Treat the lawn for weeds

Closing Comments:

Compliance Inspection Form

Five Forks Village Community Association

If not completed by the seller prior to closing, all violations of the associations governing documents (listed here or omitted due to human error, weather, weather damage, obstructed view, etc.) become the immediate responsibility of the buyer for repair and correction upon taking possession of the property.

Other Information
Five Forks Village Community Association

Order: SDL7QYMVT
Address: 7931 Mill River Ln
Order Date: 06-29-2026
Document not for resale
HomeWiseDocs

Homeowner's Responsibilities

Selling your home can be a very stressful time for all involved. Before you sign the final paper work please remember the gate cards that you signed for must be returned or transferred to the new owner.

Homeowners who sell their property or transfer their Gate Passes to Tenants are liable for the cards issued to the respective address. Homeowners selling their property MUST transfer their gate cards to the buyer or turn-in the cards to the HOA President prior to departure. The Cards are assigned to the house/residence and must be transferred to each new owner or tenant, much like a set of keys to the doors of the house.

Thank you for your cooperation regarding this issue.

Thank you,

MO

Maureen (Mo) Hazelton

President FFV/CC HOA

Maureen.ffvcc21@gmail.com

(804) 647-5932

W-9

Five Forks Village Community Association

Order: SDL7QYMVT
Address: 7931 Mill River Ln
Order Date: 06-29-2026
Document not for resale
HomeWiseDocs

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Five Forks Village Community Association, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1904 Byrd Avenue Suite 100

6 City, state, and ZIP code

Richmond VA 23230

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-					
--	--	--	---	--	--	--	--	--

or

Employer identification number

5	4	-	1	5	5	5	5	1	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

2/2/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Public Offering
Five Forks Village Community Association

Order: SDL7QYMVT
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Order Date: 06-29-2026
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This document is currently either not available or not applicable for this association.

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Annual Financials
Five Forks Village Community Association

Order: SDL7QYMVT
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Five Forks Village Community Association, Inc.

Balance Sheet as of 4/30/2025

Assets	Operating	Reserve	Total
Assets			
FCB - OPERATING ACCOUNT	\$131,071.66		\$131,071.66
FCB ICS OPERATING*3566	\$162,984.28		\$162,984.28
FCB- OP CD *8522 12/20/25	\$21,938.22		\$21,938.22
FCB - OP CD *8523 3/20/26	\$22,004.51		\$22,004.51
FCB- RESERVE CD*535 2/26/26		\$27,144.14	\$27,144.14
FCB - OP CD *1994 06/21/25	\$21,888.68		\$21,888.68
FCB - RESERVE CD*521 05/29/25		\$27,121.22	\$27,121.22
FCB CDARS 2906 * 08/28/25		\$50,000.00	\$50,000.00
FCB - RESERVE CD *395 05/30/25		\$27,371.06	\$27,371.06
FCB CDARS 7697 * 10/16/25	\$21,334.63		\$21,334.63
CIT - RESERVE ACCOUNT		\$5,503.40	\$5,503.40
FCB ICS RESERVE ACCOUNT *574		\$84,609.95	\$84,609.95
FCB - CDARS *5599 08/28/2025		\$51,262.15	\$51,262.15
FCB CDARS *9102 12/4/25		\$26,722.87	\$26,722.87
A/R - ASSESSMENTS & FEES	\$113,523.16		\$113,523.16
Allowance for Uncoll Accts	(\$59,997.59)		(\$59,997.59)
A/R - FROM OP / (FROM RES)		\$43,228.87	\$43,228.87
PREPAID EXPENSES - INSURANCE	\$2,326.60		\$2,326.60
PREPAID EXPENSES - OTHER	\$23,789.06		\$23,789.06
INCOME TAX DEPOSIT	\$3,915.00		\$3,915.00
Total Assets	\$464,778.21	\$342,963.66	\$807,741.87
Total Assets	\$464,778.21	\$342,963.66	\$807,741.87

Order: SDL7QYMVT
Address: 7931 Mill River Ln
Order Date: 06-29-2026
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Five Forks Village Community Association, Inc.

Balance Sheet as of 4/30/2025

Liabilities / Equity	Operating	Reserve	Total
Liabilities			
ACCOUNTS PAYABLE	\$1,262.20		\$1,262.20
A/P - ACS WEST INC	\$290.37		\$290.37
A/P - DUE FOR LEGAL FEES	\$280.00		\$280.00
A/P - TO RES / (TO OP)	\$43,228.87		\$43,228.87
PREPAID ASSESSMENTS	\$93,937.48		\$93,937.48
OTHER LIABILITIES	\$2,750.00		\$2,750.00
Total Liabilities	\$141,748.92		\$141,748.92
Equity			
RESERVES EQUITY - PRIOR		\$224,809.55	\$224,809.55
RESERVES EQUITY - CONTINGENCY		\$107,040.09	\$107,040.09
EQUITY - PRIOR YEARS	\$258,348.46		\$258,348.46
CURRENT YEAR NET PROFIT / (LOSS)	\$64,680.83	\$11,114.02	\$75,794.85
Total Equity	\$323,029.29	\$342,963.66	\$665,992.95
Total Liabilities / Equity	\$464,778.21	\$342,963.66	\$807,741.87

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***Appendix 02/Architectural Guidelines**
Five Forks Village Community Association



Five Forks Village & Cascade Creek (FFVCC) Architectural Standards

Revised: July 2024

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The Architectural Review Committee (ARC) of FFVCC

The FFVCC Architectural Review Committee (ARC) should consist of at least three (3) members and shall be appointed by the FFVCC HOA Board of Directors (Board). Its purpose is to review all plans submitted by Owners and determine whether such plans should be approved or disapproved based on the requirements of these standards and the terms, conditions and Declaration of Covenants.

The ARC serves two primary functions: to establish and preserve harmonious design for the community and to protect the value of all property in the community. Per the HOA Covenants, the ARC is granted authority to be the sole judge of compliance with the design principles of FFVCC in questions of appearance, aesthetics or infringement by design upon the rights of other residents. FFVCC HOA Property Management handles architectural enforcement through periodic surveys of the community and through member comments.

Standards, Guidelines and Governing Documents

The ARC and the Board have established these Standards and Guidelines to facilitate review and approval or denial of proposed improvements. The Standards are requirements and the Guidelines are descriptives designed to prevent excesses and abuses while allowing individuals creative flexibility in property use. Homeowners are cautioned that the Standards are subject to the terms and provisions of the Declaration of Covenants and allow the ARC to exercise sole discretion in determining whether to approve or decline to approve any plans. The Guidelines are intended to be used when the ARC determines a rule may be ambiguous, subject to fair disagreement in application or interpretation or simply too restrictive in nature, thereby allowing or enabling the ARC to resolve the ambiguity or interpret the rule and apply some degree of latitude for approval or clear disapproval. Guidelines may also be used to recommend changes to the Board or to apply specific guidance in approving exceptions to requests instead of applying extremely restrictive language to Standards for topics not governed by legal or official guidance and where common sense should apply.

These rules are not arbitrary, but are based on Guidelines of good design as they relate to this community. It is not possible to make a rule, or Standard, for every conceivable situation. Consequently, the ARC applies these Standards and Guidelines in the judgment of each design submitted to advance the aesthetics, safety, and comfort of the community while carefully considering any impact a proposal would have on adjoining neighbors and their property. The Guidelines help to ensure continuity of approach regardless of how ARC membership changes over the years.

The Standards should be considered together with the Declaration of Covenants, Articles of Incorporation of the Association, the Bylaws of the Association, and Rules adopted by the Association from time to time. These other documents together are collectively referred to as the Governing Documents. If any provision of these Standards and Guidelines conflicts with the terms and provisions of any of the Governing Documents, the terms and provisions of the applicable Governing Documents shall control. Individual lots may also carry certain deed restrictions which will override the Standards and Guidelines where applicable.

Homeowners may propose changes to the FVCC Architectural Standards and Guidelines by completing the request electronically on the Association website or by contacting the Property Manager and submitting the proposal(s) in writing. Proposals with overall merit for FVCC will be forwarded to the ARC for review and comment prior to a decision for or against adoption by the Board. The Board reserves the right to modify, add to or delete from these guidelines from time to time without prior notice.

Grandfathered Approvals

Any improvements constructed or installed in accordance with approved applications prior to the latest Revised Date of these Standards is considered in compliance with the FVCC Standards, even if the Standards have changed. However, improvements requisite of County Building Permits or non-compliant with County Building Codes remain subject to Chesterfield County Building Dept Inspections and Compliance.

Any FVCC HOA application approved prior to the Revised Date (July 2024) of these Standards, and for which construction has not yet been completed, shall remain valid for six

(6) months from the Approval Date. If construction has not begun within the initial approval period, the initial approval has lapsed but may be extended for two (2) additional 6-month periods if deemed justified by the ARC. If not, the initial approval may be withdrawn at the owner's discretion, resubmitted for reconsideration or cancelled by the owner or by the ARC for inaction. Any reapplication for a previously approved, but not completed, project will be reviewed under the current Standards in effect at the time of receipt of the new or renewed request.

Grandfathering does not apply to any subsequent new or existing construction governed by FFVCC ARC Standards that was not previously approved by the ARC. Those projects are not in compliance with the FFVCC Covenants and must be submitted for review by the ARC based on these current Standards. Any non-approved exterior construction is a violation of the Covenants and the Board reserves the right to enforce the Covenants in such cases, including legal enforcement to require corrective action to remove such construction or bring it into compliance at the sole cost of the homeowner.

Who and What Must Comply

Each FFVCC HOA property owner is responsible for their property's compliance with these Standards. Any proposed modifications to be made to the physical property itself (the grounds) or to the exterior of the home or to an interior home improvement project that alters the appearance of the exterior of the home may affect that compliance. The Covenants require that the Owner obtain approvals from the Association prior to making the modifications to maintain compliance. This applies whether the work is performed directly by the Owner or by a Contractor. The FFVCC Board reserves the right to require removal or repair of any modification(s) not in compliance with the guidelines or that lack written approval from the Association. If modifications are made prior to obtaining written approval from the ARC, the property owner may be assessed a \$50 fine, as permitted in Section 55.1-1819 of Virginia Statutes for the Property Owners' Association Act, Adoption and Enforcement of Rules. Please note that all new home construction (or replacement home construction for damages of natural disaster or human cause, (i.e. fire, water, explosion, etc.) must be approved by the ARC. The ARC reserves the option of consulting with the former developer in decisions to approve or not approve new construction or reconstruction prior to initiating the construction phase.

The Architectural Review Process

All exterior modifications on any property in FFVCC require approval of the ARC unless stated otherwise in the Standards. Routine maintenance and repair of existing improvements do not require the approval of the ARC if no major changes or significant visual alterations are made to the general features being maintained or repaired. Homeowners are encouraged to contact the ARC prior to making repairs and performing major maintenance to ensure they do not require a new ARC approval.

Homeowners must submit proposals for exterior modifications using a standard electronic form which may be obtained on the Community website or by contacting the Property Manager. The electronic form may be found at the following FFVCC HOA Website link:

Order: SDL7QYMVT
Address: 7931 Mill River Ln
Order Date: 06-29-2026
Document not for resale
HomeWiseDocs

<https://office.smartwebs.com/Arc//SWForms/index.cshhtml#/forms/2c322220-9ebc-ea11-810c-000c2903e046>

Proposals must include sufficient description of the planned changes to allow the ARC to render a decision without additional explanation. Homeowners are urged to contact the Property Manager or the ARC with any questions regarding what information should be included. Submitted applications are kept on file for a permanent record of approved designs. All materials, details, brochures and descriptions submitted in support of a proposed improvement or project must be digital copies of originals rather than the originals themselves. No paper or actual documents will be accepted, but cell photos of the documents will suffice as digital copies provided all details are legible and clear.

The ARC reviews proposals in the order in which they are received and considers all requests submitted on the appropriate application forms, together with all their supporting drawings and information. Requests for review should be made at least thirty (30) days prior to the anticipated need for approval.

The ARC bases its review of each application on its interpretation of the Covenants, these ARC Standards and on the graphic and written information presented. The Standards in effect at the time of application will be referenced when considering each proposal. If, in the owner applicant's opinion, extenuating circumstances exist which would justify a variance from stated standards and guidelines, this information should be presented with the application.

Some requests will require the applicant to notify their neighbors of their proposed plans. If necessary, the applicant will inform potentially affected neighbors and acknowledge on the application that they have made those neighbors aware of the proposed plans. The neighbors' verbal consent does not indicate approval, only an acknowledgement that they have been notified of the proposed plans. If neighbors are concerned about any proposed modification, they are encouraged to make the Association aware of their concerns either by completing the electronic document(s) on the Association website or in person prior to the ARC considering the proposal. Proposed changes may be approved even if a neighbor notifies the Association of their concerns. However, the ARC takes seriously any concerns it is made aware of and will consider them carefully when evaluating the application.

Some requests will require the applicant to apply for Building, Electrical, Plumbing, Gas Line or Grading permits with Chesterfield County. In such cases, although the County approves the request, the homeowner is not cleared to begin installation prior to following and completing the ARC request process. The ARC is granted authority to be the sole judge of compliance with the design principles of FFVCC in questions of appearance, aesthetics or infringement by design upon the rights of other residents. The HOA ARC may require additional time for review and consideration subsequent to the County's issuance of required Permits. To avoid any delays, homeowners are advised to work with the HOA ARC during their County Permit application process for the required permits. The ARC may request additional information as it deems necessary to properly evaluate any submitted proposals and a final decision will not be made by the ARC until such information is provided. Failure to provide requested information may cause additional delays in the approval process or may ultimately result in disapproval.

After reviewing an application in detail, the ARC may issue one of the following three decisions:

Approved

The proposed changes are approved as described in the application.

Approved with Conditions

The proposed changes are approved provided that additional stated conditions imposed by the ARC and County, State or Federal agencies are met.

Declined/Disapproved

The proposed changes have been deemed unacceptable and are not approved for implementation. Homeowners denied approval are encouraged to seek alternate options to their proposal to change or enable HOA ARC to grant approval or conditional approval.

An application is **approved only when the ARC gives notice to the applicant in writing**. If an e-mail address is provided with the application, notice of the ARC action will be provided only by e-mail to that address. In addition, a copy of the email will be provided to the HOA Property Manager for printing and storing in the resident's file. During the application process the homeowner must verify that the e-mail address provided is correct. If you do not receive a notice from the ARC indicating receipt of the request within 5 business days after submittal, please contact the Property Manager or the HOA ARC to verify that the submittal was received and is being processed. The ARC will attempt to complete a review of all requests within 30 days of receipt of all required documents. No verbal approvals are given.

Although the HOA ARC is generally expected to reach consistent decisions, ARC final decisions on all applications are reached on a case-by-case basis and they are not precedential. Special circumstances regarding a property may allow the approval of an application which might be denied at another location, or the denial of a request which might be approved elsewhere. There are no automatic approvals. Granting approval for changes for one lot does not automatically grant approval of similar modifications on other lots.

Approval Period

Approvals by the ARC are valid for a period of six (6) months from the Approval Date, during which time the project should be completed. At any time after a project has been approved, the Property Manager may perform a follow-up inspection to ensure that the changes are completed in accordance with the application and the plans as approved. Failure to complete the proposed changes during the specified time does not automatically revoke the approval without prior notice from the ARC. Time extensions may be considered and granted upon receipt of written (email) request at the discretion of HOA ARC and/or Board of Directors. When extensions are not granted, the homeowner must be notified and a new application must be resubmitted for review.

Appeals

Should an application be denied an approval based on the Governing Documents or these Standards, and if the applicant feels that the submittal was misinterpreted or that there are extenuating circumstances which should qualify them for an exception from these requirements, they may contact the ARC to discuss the denial.

If an applicant feels they have been unfairly denied approval by the ARC, an appeal may be filed with the Board of Directors by contacting the Board President, the ARC Chairperson or the Property Manager.

The request will then be placed on the agenda for discussion at the next scheduled monthly Board meeting, so long as the appeal is received at least seven (7) days prior to the upcoming Board meeting. After discussion, the Board will vote on the request, and the Owner will be notified in writing of the results of their appeal.

Building Permits

In addition to ARC approvals from the HOA, other approvals and permits may be required by Chesterfield County or the State of Virginia, such as building, electrical, plumbing, gas line, drainage or landscape grading permits. It is the Homeowners' responsibility to apply for and obtain all permits required by the County prior to the HOA granting any approval. FVCC HOA ARC will not waive any legal requirements for compliance nor will it provide any guarantees of approval until proof of all local and state laws or requirements of the HOA Covenants and the ARC Standards are verified.

Regardless of who actually or ultimately constructs, builds or installs a proposed project, the individual Homeowners are responsible for ensuring that all improvements are constructed, erected, built or altered in accordance with all applicable local, state and federal laws and regulations. Homeowners are also directly responsible and liable for compliance with all County zoning setback requirements for any property-specific setback requirements for all accessory building, playground and/or fort, pergola, pool and recreational or play equipment. Owners should call the Chesterfield County Planning Department (804-748-1050) to request setback information prior to submitting the ARC request. A summary of setback requirements may be found at the following website:

<https://www.chesterfield.gov/DocumentCenter/View/2023/Sheds-Carports-and-Garages-PDF?bidId=>

Homeowners should call MISS UTILITY (1-800-552-7001) to have utilities marked prior to initiating any land disturbing activity. The ARC may also encourage, or possibly require, Homeowners to have a land/plat survey completed, especially for fences.

Enforcement

The FVCC HOA Board is charged with maintaining architectural integrity throughout the community and preserving property values by ensuring all homes are adequately maintained. Proceeding with exterior modifications prior to obtaining written approval from the HOA is a violation of the Covenants. Homeowners risk all costs of bringing the item in question into

compliance and possible fines and/or legal fees as authorized in the Declaration. The Covenants are legally binding upon all property owners.

Complaints should be brought to the attention of the ARC, either directly, via the electronic form on the Community website, or through the Property Management Company. Complaints may be made anonymously and all complaints are kept strictly confidential.

The Property Management Company's On-Site Manager or designated staff will perform periodic inspections of each property from the street. The inspector will note any violations of these Standards and/or exterior modifications that have been made without prior approval.

There are two types of violations and each has its own process for achieving compliance and set of penalty options.

A **Primary Violation** requires a remedy which may or may not be able to be completed by the homeowner alone, may require the use of a contractor or special equipment, may require extended time for planning or delivery of materials or may not be able to be completed in a single day. A Primary Violation will use the three-tier notice system. See Section A. Enforcement of Primary Violations below.

A Secondary Violation should be remedied immediately or quickly by the homeowner through removal or immediate correction of the violation. A Secondary Violation will use a single-notice system found under Section B. Enforcement of Secondary Violations below.

A. Enforcement of Primary Violations

When a Primary Violation exists, the property owner will be notified by the HOA's Property Management and given 30 days to correct the situation either by 1) removal or satisfactory correction of the violation, 2) submission of an acceptable application to bring the violation into compliance or 3) repair or alteration of the property as outlined in the violation. The property and issue in question will be inspected for compliance on the earlier of a requested inspection by the homeowner or the expiration date of the notice. Most violations are expected to be resolved during this stage. If a Primary Violation is not corrected within 30 days, a second Primary Violation notice will be sent to the homeowner requesting that the violation be corrected to prevent further action by the Association. The second Primary Violation notice may include a fine not to exceed \$50 and will provide 30 additional days to correct the Primary Violation. All costs associated with the second Primary Violation notice will be borne by the homeowner in violation. The property and issue in question will be inspected for compliance on the earlier of a requested inspection by the homeowner or the expiration date of the notice. If, after the second 30-day period, the Primary Violation remains non-compliant, a third and final Violation notice will be sent to the homeowner indicating that remedies will be sought to enforce the Covenants by the Board of Directors. All costs associated with the third Primary Violation notification will be borne by the homeowner in violation. In conjunction with the third notification, a hearing with the Board of Directors will be scheduled to review the violation and impose charges where applicable. Section 55.1-1819 of the Property Owners' Association Act allows the Board of Directors to assess charges against any member for any violation of the Governing Documents for which the member or his family members, tenants, guest, or other

invitees are responsible in an amount not to exceed \$50.00 for a single infraction or \$10.00 per day for a time not to exceed ninety (90) days for a continuing violation.

B. Enforcement of Secondary Violations

Notices sent for Secondary Violations will have a correction period of 1-10 days for most violations and up to a maximum of 30 days for other more intensive corrections for the homeowner to satisfactorily remedy the violation. The property and issue in question will be inspected for compliance on the earlier of a requested inspection by the homeowner or the expiration date of the notice.

The Homeowner may appeal the violation and request a hearing with the Board of Directors through the on-site manager, Property Manager or electronically via the website.

Failure to remedy the violation within the indicated time will result in a review by the Board of Directors. Charges may be assessed by the Board of Directors during that review and fines can be assessed beginning as early as the expiration of the initial correction period. Section 55.1-1819 of the Property Owners' Association Act allows the Board of Directors to assess charges against any member for any violation of the Governing Documents for which the member or his family members, tenants, guest, or other invitees are responsible in an amount not to exceed \$50.00 for a single infraction or \$10.00 per day for a time not to exceed ninety (90) days for a continuing violation.

All violation notices, Primary and Secondary, remain active for one year from the date of the initial notification. A recurrence of a Violation on record that is observed within one year from the initial notice send date, will result in additional notices as part of the same violation and may include additional fines, regardless of whether the homeowner complied with the Standards between the times when the violations were initially and subsequently observed. For all violations, one year must pass from the time of the last reported incident or fine levied without further violation of the same Standard Category for the violation to be closed.

FFVCC HOA ARC Standards, Categories, Topics and Subjects

1. Accessory Buildings, Violation Type: Primary

Accessory buildings include, but are not limited to, storage buildings, sheds, gazebos and other small structures not attached to the primary dwelling.

1.1. Written approval is required for construction or installation of all accessory buildings. The ARC will consider visibility of the structure, impact on neighboring lots and streets and quality of materials, finish and color when reviewing submissions.

1.2. Roofing, siding and trim of the accessory building shall be similar in material, style and finish to those of the residence and the roof slopes of the accessory building shall also be similar to the residence.

1.3. The accessory building will be similar to the architectural style and have a similar color scheme as the residence.

1.4. Setbacks shall be maintained according to Chesterfield County Zoning Ordinance for the specific lot in question and the structure should be located as unobtrusively as possible in the rear of the property.

1.5. If the house is re-styled, re-sided, or a paint color change is made, existing accessory buildings shall be altered to match the residence.

1.6. Accessory buildings shall be constructed on solid masonry foundations to match the residence or may be constructed on posts or skids if set plumb and true. The under structure must be screened from view. See Screening.

1.7. Doors and windows (if provided) and exposed structure siding and trim shall be of a similar style and color as those on the residence.

Proposals for certain accessory buildings must include the following:

1. Approval from Chesterfield County if required (see Building Permits).
2. A site plan showing the relationship of the building to the dwelling, property lines, and adjacent properties and structures.
3. A picture and/or detailed drawing of the proposed building, including dimensions.
4. A description of materials to be used.
5. The color scheme of the proposed accessory building.
6. Builder information; owner or local contractor.

2. Additions, Violation Type: Primary

Building additions include, but are not limited to, carports, garages, greenhouses, porches, rooms, and carport and deck enclosures. Any extension or structure directly attached to the dwelling is considered an addition. An open (unenclosed) deck is not considered an addition and is addressed in Decks below.

To ensure consistency in the design of the house and to minimize visual disruption of the neighborhood, additions must match the design characteristics of the residence.

2.1. No addition may extend beyond the established setback limits for the residence.

2.2. The siting of additions shall not create a breach of privacy between neighboring residences. Where this is unavoidable, the ARC may require screening of the view by the Applicant. (See Screening)

2.3. New windows or access created by the addition or modifications shall not create a breach of privacy between neighboring residences beyond that which is typical in the neighborhood. The ARC reserves the right to reject certain openings or require screening by the applicant in situations where, in the opinion of the ARC, it is required. (See Screening)

2.4. The architectural style of the addition must match the style of the residence. The massing of the addition shall be similar in the use of shapes to that of the residence, but proportionately smaller to not overpower the residence. Roof styles and slopes shall be similar.

2.5. Openings shall be required in additions, including windows and doors, in a similar fashion and manner used in the original residence. Windows and doors shall be of materials and design matching those in the existing residence. Exceptions may be granted at the discretion of the ARC for sunrooms or other specially glazed areas.

2.6. Architectural elements including corner and rake boards, soffits, shutters, eaves and window and door trim shall match the style of the same elements on the existing residence.

2.7. All exterior finish materials and colors must match the existing residence. Matching colors on dissimilar materials is not acceptable.

2.8. New walled rooms, other than fully glazed sunrooms or porches, shall be constructed on continuous masonry foundations to match the residence foundation. The space between any structure constructed on piers higher than two feet above grade but less than one story above grade shall be enclosed with approved screening material.

Proposals for additions must include the following:

1. Approval from Chesterfield County (see Building Permits).
2. A site plan showing the relationship of proposed and existing construction to property lines and adjacent dwellings. Size and location of trees in affected areas are to be included.
3. Drawings to scale of proposed construction with elevation views of each proposed exterior wall, including dimensions and locations of such features as doors, windows, roof lines, trim, and exterior lighting fixtures.
4. A complete description of materials, including manufacturer and type of siding materials, roof materials, trim materials, colors, etc.

3. Animal Control, Violation Type: Secondary

Residents are advised that they are subject to Chesterfield County ordinances regarding animal licensing, leash laws and clean-up of animal waste material. All complaints by HOA

residents concerning animals should be referred to the Chesterfield County Animal Control Division.

3.1. No wild, exotic, or “game” type animals or traditional farm type (especially hoofed) animals (except chickens, see below) shall be kept on residential lots. No birds, animals, or insects shall be kept or maintained on any lots except for domestic purposes (of or relating to a family or household). A Bee Hive may be permitted if requested from the HOA ARC and suitably and properly located in an appropriate non-pedestrian location.

a. Chickens may be permitted only if they are maintained in conformity with Chesterfield Zoning Ordinance. Contact Chesterfield County Codes Compliance with questions about keeping chickens: (804) 748-1500

3.2. No more than 3 adult dogs older than 4 months of age shall be kept in any residence or on any residential lot. Fencing and/or tethering requirements apply for dogs kept outside a residence for any portion of any day.

4. Antennas, Violation Type: Secondary. IAW Federal Regulations.

Under federal law, antennas meeting the requirements of this section may not be further regulated by the FVCC HOA as to type or placement. Residents are encouraged to use care and consideration in the selection and placement of antennas to preserve the appearance standards and character of the HOA community.

4.1. Under the Federal Telecommunications Act of 1996, property owners have certain rights to maintain antennas on their property. The following types of antennas are permitted under the Act:

a. Antennas designed to receive direct broadcast satellite service, including home satellite service, that are one meter (39 inches) or less in diameter.

b. Antennas designed to receive video programming services via multi-point distribution services or multichannel multi-point distribution services, instructional television fixed services and local multi-point distribution services, that are one meter (39 inches) or less in diameter or diagonal measurement.

c. Antennas designed to receive OTA (over the air) television broadcasts.

4.2. If possible and feasible, homeowners should attempt to ensure antennas are not visible from the street. The following priorities shall be observed in determining antenna locations:

a. Mounted directly on the rear of the residence, on a roof plane facing the rear or on the back side of a chimney.

b. Mounted on the ground in the rear yard or side yards not easily visible from the street.

c. Mounted on a pole or an existing structure in the rear yard, such as a shed.

d. Mounted on the side wall or roof plane of the residence or chimney and minimally visible from the street.

4.3. If no clear signal can be obtained in any of the above locations, alternate locations may be considered by the ARC and street visibility shall be minimized using any of the following methods:

- a. Screen the antennas from street view with natural plantings, trees or shrubs if they do not compromise signal reception (See Screening).
- b. Use antennas with a dark or muted color or paint the antenna a muted color to blend in with the background surface or with the surrounding landscape.

5. Attic Ventilators, Violation Type: Primary

Approval is required for all exterior attic ventilators. Approval is not required for interior attic ventilators not visible from the outside of the home.

5.1. Ventilators must be roof mounted, must be located on the least visible side of the roof (from public street view), and must not extend above the ridgeline.

5.2. No part of a ventilator may protrude more than twelve inches above the roof surface.

5.3. All exposed parts of a ventilator must be painted to match the exterior color of the material that they penetrate.

5.4. If it becomes necessary to block the airflow through a ventilator, it must be blocked from the inside of the structure.

Proposals for attic ventilators must include the following:

- 1. A detailed description of the ventilator.
- 2. A description or drawing showing the proposed installation location and elevation above the plane of the roof.

6. Awnings, Violation Type: Primary

6.1. Awnings must be of straightforward design without decorative embellishments such as scallops, fringes, and contrasting colored stitches.

6.2. Awnings shall be consistent with the visual scale of the dwellings to which they are attached.

6.3. The location of awnings shall not adversely affect views, sunlight, or natural ventilation of neighboring properties.

6.4. Metal support posts for awnings shall match the trim or dominant color of the residence. When awnings are removed for storage, the supporting frames must also be removed.

6.5. Awnings must be of a neutral or muted color or must match the trim or dominant color of the residence.

6.6. Awnings are permitted only on the sides or rear of the residence; they are not permitted on front elevations.

Proposals must include the following:

1. A detailed drawing of the awning showing location, dimensions and a description of the method of support and attachment to the structure.
2. A sample of the color and style of the awning shall be attached.

7. Basketball Backboards and Goals, Violation Type: Secondary

Basketball backboards and goals, either permanent or portable, are considered structures and must adhere to these standards.

7.1. Only one basketball goal is permitted per lot.

7.2. No permanent basketball backboards/hoops are permitted in front yards or to be mounted on the residential structure (i.e. over garage entry) if facing the front or side street.

7.3. A pole-mounted, permanent basketball backboard may be located with a concrete pad in the rear yard. A site plan indicating the location of the pad must be submitted to the HOA ARC for approval prior to installation. Landscape screening or fencing may be required for approval.

7.4. Portable basketball goals must not obstruct the street, a neighboring driveway, access to mailboxes or pedestrian traffic on sidewalks. Portable basketball hoops should not be used in any area that may impede traffic or result in pedestrians (players) running into the roadway. When not in use, the portable goals must be removed from any roadway or street.

7.5. All equipment, including poles, support brackets, backboard and netting shall be in good condition. The structure must be sound with no broken backboards or large visible patches of corrosion. There must be a net, either chain or textile fabric, and it must be in good shape.

7.6. Owners with a flat, wide driveway suitable for basketball play are encouraged to use the driveway instead of the street as a safer location.

7.7. Basketball hoops left out must have a properly weighted base and/or be tied down to prevent toppling over if somebody hangs from it or in the event of a storm.

7.8. The basketball hoop must be placed in a manner that minimizes its impact on neighboring homes ensuring stray balls don't result in damage to neighboring plants, landscapes or vehicles.

7.9. Players must yield the street to any traffic or bicyclists.

8. Chimneys and Flues, Violation Type: Primary

8.1. Flues for wood-burning fireplaces and any gas flues located on the front roof plane must be enclosed in a chimney. Chimneys must be of masonry (i.e. brick or stone) or siding enclosed construction.

8.2. Chimneys exiting through a wall or the foundation or running vertically on a wall must be of brick or stone masonry construction or boxed-in with materials which are compatible with the exterior wall finish in style, size, and color.

8.3. For projecting direct vent gas fireplaces, the fireplace must be enclosed with a sided and roofed enclosure. Materials must match similar materials on the residence.

8.4. For chimneys that exit through the roof, the chimney must be boxed-in if it is to be located on the front slope of the roof or the roof ridge, or any other location where it will be highly visible from the fronting street. In all cases, the height of the exposed metal section or the boxed-in chimney shall be limited to the minimum required by the Chesterfield County building and fire codes. Exposed metal gas flues shall be painted black or the roof color.

8.5. When a second chimney is added to a residence with an existing chimney, they must be visually similar unless it is impossible to view both at the same time. When a second chimney is added on the same side of the house as an existing boxed-in chimney, every effort should be made to route both flues run through the same enclosure. When the second chimney is to be run along a different wall than the first, it shall be of the same design as the first chimney.

9. Clotheslines, Violation Type: Secondary

No permanent exterior clothesline or clothes drying apparatus shall be installed or placed outside of any residence. Use of a temporary washing or drying apparatus on an owner's deck is permitted.

10. Decks, Violation Type: Primary

Most residences in FFVCC have a deck or patio in the rear and/or side of the residence. Decks or patios in other locations will be considered on a case-by-case basis but shall not be in front yards or side yards facing a street. The following guidelines apply to the construction, alteration, and expansion of decks and may apply to certain repairs and maintenance issues.

10.1. Decks shall be constructed of durable materials such as pressure-treated wood, PVC, vinyl, metal or wood/plastic/resin composite.

10.2. The color of each deck should match the primary color of the exterior of the house, the trim of the house or be a natural wood color. Solid color stains and paints may be used but only with prior approval of the ARC

10.3. Decks will be considered on their individual merits including (but not limited to) location, size, conformity with the design of the house, relationship to neighboring dwellings and proposed usage. Generally, they should be a minimum of 12' x 12' in size.

10.4. Deck railings shall be constructed of treated wood with vertical pickets (spindles) or approved railing systems constructed of aluminum, steel, PVC or composite materials.

10.5. Permanent improvements on decks such as pergolas, outdoor kitchens, bars or built-in seating generally require County Building Dept Permits and must be submitted and approved by the County and the HOA ARC prior to construction. The ARC may limit the location of these improvements or require screening of them where they are adjacent to or visible from adjacent lots. See also Pergolas and Screening.

Proposals must include the following:

1. A site plan with dimensions, showing the relationship of the deck to the residence, property lines, and adjacent properties.
2. Any changes in window or door locations must be shown, including the conversion of a window opening to a door opening or vice versa, if applicable.
3. A descriptive drawing including dimensions, height above grade, details of railings, and stairs.
4. A description of materials and sample of color of the proposed deck and comparisons with those of the residence.
5. A description of any plantings to be removed for the construction of the deck, and any equipment such as meters, air conditioners, heat pumps, etc., which will be relocated.
6. A description of any proposed changes in exterior lighting.
7. A Chesterfield County Building Permit is required for all new or replacement deck construction proposals and, depending on the size, location and type of modification, for many repairs to existing decks. The homeowner is responsible for obtaining all required permits.

11. Decorative Objects, Violation Type: Secondary

11.1a. Application and approval is required for all permanent exterior decorative objects located or proposed in the front, side or back yard if that portion of yard directly fronts or faces a street. Decorative objects include all natural or man-made conspicuous permanent decorative statuary and non-native artistic or artsy objects even if temporary, i.e. bird baths and feeders, wagon wheels, sculptures greater than 18 inches tall, fountains, ornamental pools, sun dials and items attached to approved structures such as weather vanes, etc.

11.1b. Approval is not required for house numbers affixed near the front entry, over the garage or on the curb near the driveway or mailbox, ornamental vinyl or metal fences not over 30 inches tall, landscape edgers, pavers or other garden edging devices made of stone, masonry, concrete, wood or natural or man-made materials and retaining walls not over 18 inches high.

Other complimentary landscaping objects may require ARC approval and homeowners are encouraged to submit a request prior to beginning a project using materials not listed above.

11.2. Objects will be evaluated on aesthetics, siting, proportion, color and appropriateness to surrounding properties and environment.

11.3. Landscape structures such as arbors, trellises, fire pits and benches or sitting walls will be reviewed in accordance with this section.

11.4. Holiday and festival decorations do not require approval. However, the placement of conspicuous decorative seasonal or holiday objects shall be made no more than 35 days prior to the holiday and must be removed no more than 20 days after the holiday.

11.5. Exterior landscape sculpture, fountains, ponds, bird baths, and other decorative objects are not permitted in front yards unless approved by the ARC.

Proposals for decorative objects must include the following:

1. A site plan showing the proposed location of the object in relation to the residence and adjacent properties.
2. A description of the object, its size, and its color, and a detailed drawing or photograph of the object.

12. Doghouses and Dog Runs, Violation Type: Primary

Written approval from the ARC is required for construction of all doghouses, dog runs, and other pet enclosures.

12.1. Doghouses must be of materials and colors similar to the homeowner's residence. Roof style and shingles should also be similar to the residence.

12.2. Dog runs are chain-link, wire or board fence enclosures smaller than the full size of the rear yard and must be located as close to the home as possible and only in the backyard of the lot. Dog runs, and doghouses shall not be located near property lines or near a public road right-of-way. Visual screening from adjacent properties is required by plantings, approved fencing, etc. See Fences, Screening.

12.3. There shall be no more than two dog houses per lot. Each doghouse may be no larger than 20 square feet in floor area and may not exceed four feet in height. Proposals must include the following:

1. A site plan showing relationship of the doghouse or dog run to the applicant's dwelling, adjacent properties and dwellings, and other identifiable landmarks, including roadways.
2. Detailed drawings of the doghouse or dog run indicating dimensions.
3. A list of materials to be used for construction, including a description of materials and colors.

4. Photographs of the proposed area in relation to adjacent residences.

13. Exterior Colors, Violation Type: Primary

Approvals for repainting, staining, or other color changes are required whenever the siding or trim of a house is to be changed from its existing color or shade or if paint is changed to stain or vice versa.

13.1. All exterior colors must be approved prior to painting or the application of pre-finished materials.

13.2. The number of colors used shall be limited to one (1) for each type of siding, one (1) for trim, one (1) for shutters, and a single, compatible accent color for the front door and sidelites. Only flat or satin finish paint or stain shall be used for siding. Semi-gloss may be used for trim, window frames, shutters and doors.

13.3. The same siding color may not be used as that applied on adjacent residences or on residences directly across from each other. The ARC may also reject a proposed siding color if it determines the color has been used on too many houses nearby. Shutters and doors may not be painted colors that are visually the same on adjacent residences or if the ARC determines the color has been used by too many residences in near-by proximity.

13.4. Colors selected must be harmonious with each other and with other finishes such as masonry foundations and roof colors.

13.5. Color selections are not limited to a restricted list. However, colors should generally be muted in hue, especially for large areas such as siding. Colors that “pop” are subject to being denied.

13.6. Separate buildings, such as storage buildings, sheds, and dog houses, shall be repainted at the same time as the residence and must be very similar to the residence color.

Proposals for exterior color changes must include the following:

1. Samples of the colors to be used.
2. A description, drawing, or photograph clearly indicating the areas to be re-colored.

14. Fences, Violation Type: Primary

The preservation of natural features in the FFV neighborhoods and the feeling of openness in the Cascade Creek neighborhoods both align with the developers' original intent and design plan, and contribute greatly to the overall atmosphere of the entire FFVCC HOA community. The street sides of all homes are visually public. Many side or back yards are also visually public when related to open space or roadways. When not carefully placed or planned, fences can encroach on this feeling of openness. Fences are permanently installed natural or man-made materials or agricultural plants designed to serve as a distinct barrier along a lot line or

elsewhere on a private lot. They are managed by the HOA ARC with serious scrutiny and concern not only for the requesting homeowner, but for all adjacent property owners.

14.1. Written approval is required for construction or installation of all types of fencing, whether it is of man-made materials or vegetation.

14.2. Front yard fencing is prohibited. On corner lots, where a rear yard abuts an adjoining front yard, the rear yard fence shall be set no closer to the street side lot line than the side wall of the house closest to the street side lot line.

14.3. Fences between adjacent lots must be placed substantially within the property line. If and when adjacent homeowners agree to share a fence on a property line or where fences join or adjoin other fences, the height, color, style, and design must be agreed upon after mutual consultation between adjacent property owners. Proposals for new, shared or joining fences should include the acknowledgment and agreement by both homeowners.

14.4. Fencing may extend forward of the rear corner or rear plane of a home on only one side of a home. No fence section may extend forward of the either front corner or the front-most plane of any home. If any fence section or segment extends forward of the rear plane of the home, it may do so on one side of a home only, and no section or segment of fence installed on the opposite side of the home may extend beyond the rear corner or rear plane of the home on that side of the house.

14.5. Wood, composite, vinyl, PVC and metal picket fences will be considered for approval. The maximum permitted height of any fencing in the HOA is 6ft and depends on the specific lot, the fence location, the neighborhood and several other characteristics pertaining to authorized fencing heights. Most HOA interior lots, where rear and/or side property lines are shared by two or more adjacent homes, and will be limited to 4ft or 5ft height fences depending on the specific home site location and the adjoining neighbor lots. Chain link and wire fences are prohibited throughout the HOA Community. Grandfathered split rail fences in some FFV neighborhoods must be sufficiently maintained or replaced with fence materials meeting current Standards.

14.6. Privacy fencing up to 6' in height may be permitted on most side and rear of lots that are contiguous with Belmont Road, Cogbill Road, Five Forks Lane, Newbys Bridge Road, against some HOA Common Areas or HOA Open Space areas or abutting non-Five Forks Cascade Creek lots (lots outside the recognized property limits of the HOA).

14.7. Wood fence pickets must be installed with the finished side (good side) facing out and the fence framing facing in.

14.8. No tree, whether on common ground or private property, shall be used for the attachment or support of any fence or screen.

14.9. Fences must be a color that generally matches the color scheme of the house or may be painted white. Metal fencing may be white, black or silver and vinyl fencing may be of varying light colors including white, off-white, tan or gray hues dependent on the style and fencing style chosen and approved by the HOA ARC.

Proposals for fencing must include the following:

1. A copy of the plat for the lot, with placement of fence locations and gates clearly marked.
2. A complete written description of the materials, dimensions, style, and colors of the fence.
3. A sample of the proposed colors for the fence, if the fence is not to be a natural wood color.

15. Flags, Violation Type: Secondary

FFVCC HOA does not require ARC approval to display the Flag of the United States on their lot if the display is compliant with Chapter 1 of Title 4 of the U.S. Code or any rule or custom pertaining to the proper display of the U.S. Flag and per the HOA Standards.

15.1. The displayed United States Flag shall not exceed 4ft x 6ft and the size is dependent on the type of flag pole or mounting location.

15.2. ARC approval is not required for owners to display official State, Military, sport, school, decorative or seasonal flags. Such flags shall not exceed 3' by 5'.

15.3. Free standing flag poles are permitted and require HOA ARC Approval unless previously installed and grandfathered. Free standing flag poles may only fly the U.S. Flag

15.5. All U.S. Flags must be affixed in a proper horizontal mounting manner with the block of stars to the top left and the stripes to the right or properly positioned on a flag staff that is bracket-mounted to the front of the home or alternate locations in side or rear yards including fence posts and tree mounted brackets.

15.6. Garden flags do not require ARC approval if they are displayed in front or street-facing side yards, are less than 15 in wide and 20 in tall and are not offensive or inappropriate as determined by the ARC.

15.7. Any other flag or flag mounting location shall be submitted for approval by the ARC.

The ARC is authorized and reserves the right to regulate the size, placement, duration, and manner of placement of all flags and to regulate the type of flags which may be displayed, including the right to prohibit the display of flags or the right to require the removal of flags the ARC deems inappropriate in its sole discretion, subject to the foregoing.

The ARC is also authorized to regulate the erection and placement of flagpoles and other structures associated with flag display and reserves the right to do so in its sole discretion.

16. Front Porches, Violation Type: Primary

16.1. The design of outside living spaces shall be coordinated and integrated with the design of each home.

16.2. Porches shall be designed to minimize unsightly supporting structure (i.e., with wood, lattice or other suitable screening material).

16.3. All front entry stoops and extended front porches shall be constructed of finished materials to match the house. Bandboards, handrails and railings shall be painted wood, white vinyl, white PVC or metal railing of a design to match the character and style of the house. Wood steps must have enclosed risers painted to match the trim.

17. Garage Doors, Violation Type: Primary

Garage doors shall be compatible with the exterior design of the residence and must be fully operable and maintained to ensure they close completely. Doors left askew, broken or deemed inoperable may be cited for violations.

18. Garages – Attached or Detached, Violation Type: Primary

18.1. Garages to accommodate up to three (3) cars may be allowed, along with HOA approved uncovered parking spaces for parking outside the garage. County zoning ordinances determine the individual lot suitability for detached or expanded garages.

18.2. Garages shall be compatible with the house in style, roof slope, materials, foundation and color scheme.

18.3. Carports not previously constructed and grandfathered are restricted and require County and HOA ARC approval. They are limited to a very small number of qualifying lots in the HOA and may be located only in the rear of some properties adjacent to non-residential lots.

19. Gardens – Vegetable & Flower, Violation Type: Primary

Written approval is not required for vegetable and flower gardens constructed in conformity with the restrictions below. If owners wish to establish a vegetable or flower garden which does not conform with the below restrictions, they must submit an application to the ARC. This section shall not apply to flowers or ornamental shrubbery grown in flower beds or in the normal course of landscaping homeowners' front or side yards.

19.1. Open vegetable or seasonal garden plots should be located behind the rear of the house, except for houses set on corner lots or lots at angles; such applications will be considered on a case-by-case basis. Planter boxes and raised garden boxes should not be placed in the front yard, but may be in side yards if located at least 20 feet from the nearest curb line. Exceptions may be requested by application to the ARC and approvals may be granted case-by-case.

19.2. Size of garden plots should be no more than half of the open space of the back yard and should not create or cause problems or issues with neighboring yards or residents. Seasonal vegetative refuse and debris must be removed and disposed of properly.

19.3. Most garden plots will require screening. Temporary wire fencing or welded wire mesh may be used to keep out small animals, but the height of welded wire fencing should not exceed 30 inches. Temporary fencing may be installed after Apr 01 and removed by Nov 30.

19.4. Vegetable gardens require extensive care and maintenance. Failure to adequately maintain these plots is a violation of the maintenance provisions of the HOA Covenants. After the first hard frost at the end of the growing season, all dead plants shall be removed and the ground put back to the original grade. It is suggested that bare earth be covered with straw, mulch or similar cover to prevent soil erosion.

19.5. Bulk garden materials may not be placed on streets, sidewalks, rights-of-way or common areas.

19.6. Composting bins require ARC approval for design, size and location and must be located away from adjacent lots and screened from view.

Proposals for gardens outside or beyond the guidance above must include a site plan showing the garden dimensions and location of the garden in relation to the house and property lines.

20. Generators, Violation Type: Primary

The installation of exterior standby power generators requires the approval of the ARC and County-issued Building, Electrical and Gas Line Permits.

20.1. Such generators shall be powered by piped natural gas or propane and shall not exceed 69 dba at the rated capacity.

20.2. The generator shall be operated only during periods of utility power failure or for periodic testing at reduced power.

20.3. The generator shall be completely enclosed and shall be placed in a location minimizing its visual and noise impact on neighboring owners.

20.4. The ARC may require additional screening (See Screening).

Proposals and the application for exterior standby generators must include the following:

1. A plat diagram showing the generator's proposed location in relation to the primary dwelling.
2. A brochure displaying the generator with its capacity and noise rating specified.
3. Any other proposed exterior changes, including landscaping changes and additions.

Emergency electrical generators mounted on wheels, rollers or skids are considered portable units and do not require ARC approval. However, they shall not be placed or stored outside of the house except when in actual operation during a power outage. Extreme care must be taken to prevent carbon monoxide exhaust from entering the garage or house and in the storage of fuel containers. Users of these generators should be considerate of their neighbors by limiting day usage hours and minimizing night usage unless required for emergency or medical reasons by residents of the house.

21. Grills and Barbecues (Permanent), Violation Type: Primary

ARC approval is required for all permanent grills made of cast iron, aluminum, brick, masonry, or those installed in any permanent non-dwelling structure. Residents are advised to ensure the grill location does not violate Chesterfield County Fire Code. All permanent Gas Grills require a county issued Building and/or Gas Line Permit before the HOA ARC will grant approval.

21.1. Grills shall be located behind the rear of the house, no closer than ten feet (10') to any property line and as unobtrusively as possible. Screening may be required by ARC.

Proposals for grills and barbecues must include the following:

1. A site plan showing the grill's proposed location in relation to the dwelling.
2. A detailed drawing of the grill showing its design, dimensions and a list of materials to be used in construction.

22. Heating and Air Conditioning Units, Violation Type: Secondary

Written approval is required for installation of any outdoor heat-exchange or air conditioning unit, except for the replacement of existing units which occupy the same or similar footprint as the existing unit. Chesterfield County Building, Electrical and Gas Line Permits may also be required for any new, increased or otherwise altered installation of HVAC units.

22.1. Outdoor heat exchange or air conditioning (HVAC) units should be in the rear, or on the side near the rear of the home as close to the house as possible. Above-ground propane tanks and other HVAC related outdoor equipment required for installation must meet the requirements of this section.

22.2. HVAC units may be screened with a small fence or lattice panels regardless of location. If used, the screening structure should be as high as the unit being screened and must be maintained in a state of good repair. Note: Absence of HVAC screening is not a violation, but deteriorated, damaged or broken screening may be grounds for a violation.

22.3. Portable window air conditioners protruding through any street visible window or wall of a house are not permitted. In-room AC units with a flat window panel pulling and exhausting air through vents are authorized only if the vents in the window-opening mounting panel do not protrude through the window.

Proposals for heating and air conditioning units must include the following:

1. A site plan showing the proposed location of the unit in relation to the house.
2. A description and drawing/picture of the unit, including dimensions.
3. A description of material to be used to screen the unit.

23. Hot Tubs, Whirlpools and Spas, Violation Type: Primary

Approval is required for all exterior hot tubs, whirlpools and spas. County Building, Electrical and Gas Line Permits are required prior to HOA ARC Approval for any hot tub.

23.1. Hot tubs, whirlpools, and spas must be located to the rear of a home, between the side walls of the residence and not more than twenty feet from the rear of the dwelling.

23.2. All hot tubs must be adequately screened from adjacent properties. See also Fences” and “Screening.

Proposals for hot tubs, whirlpools, and spas must include the following:

1. A site plan showing the location of the hot tub, whirlpool, or spa, and its relationship to existing structures and property lines.
2. The dimensions, type, and color of proposed materials.
3. A drawing and/or written plan for screening the facility and proper disposal of waste water.
5. Hot tub, spa or whirlpool installations require Building, Electrical and/or Gas Permits from Chesterfield County. The homeowner is responsible for applying for and obtaining all required permits prior to obtaining HOA ARC Approval.

24. Landscaping and Planting, Violation Type: Primary

Topographic and vegetation planning characteristics of lots must include consideration of removal, reduction, cutting, excavation or any other means of altering the landscape. A master plan for landscaping is recommended even if planting is to be done in stages.

24.1. Approval is required for any plantings used as a windbreak or for screening purposes. Ornamental hedges are acceptable and should be no more than waist high.

24.2. Approval is required for any change of grade or slope or installation of a retaining wall or other drainage affecting structures or improvements.

24.3. Approval is required for hardscape installations. Rocks must be natural color.

24.4. Approval is required for ponds, waterfalls, fountains or other water features.

24.5. Application or approval is not required for the planting of individual shrubs, foundation plants, annual or perennial flowerbeds, organic ground covers and trees. All plants must not be invasive, should be appropriate in size (with consideration for increasing annual growth height vs planting height) and must not interfere with drainage. Stone used as a ground cover or ivy or other typical ground cover plants and inorganic mulch (recycled rubber or other products) must be approved by the ARC for use in any location.

24.6 Non-natural materials such as painted rocks are not allowed.

24.7. When having mulch or other bulk materials delivered, items should not be placed on streets, sidewalks, rights-of-way or common areas.

24.9. Any landscaping that includes removal of mature trees requires ARC approval and shall conform to requirements in these Standards. See Tree Removal.

24.10. Rain barrels used for gardening must be located away from adjacent lots and be located only near side or backyard downspouts and screened from view. Rain collection barrels require approval for design, size and location.

Proposals for landscaping and planting must include the following:

1. A description of the type and size of plantings outside the authorizations allowed and listed in 24.5 above. The completed plan must show the relationship of plantings to the dwelling and adjacent dwellings and properties.
2. A description and location of any tree(s) to be removed.
3. A description of any retaining wall or similar structure, complete with materials and construction method.

25. Lighting (Exterior), Violation Type: Primary

25.1. The replacement of existing light fixtures, if done with fixtures similar to the old fixtures, does not require approval from the ARC. Approval is required when a significant change in style, shape, color, quantity or positioning is desired.

25.2. Permitted fixtures mounted on houses include wall or post-mounted traditional lights at doors, sidewalks and garage entrances (compatible with the style of the house and other existing lamps), ceiling mounted porch lights and eave or wall mounted security lights. Lights mounted at other locations or for other purposes must be approved by the ARC.

Eave or wall mounted floodlights shall direct light within the homeowners' individual lot and may not be used for illuminating the street area. Owners with lights shining into neighboring lots may be cited with violations for invasion of privacy.

Permitted landscape fixtures include low voltage directional floodlights, well lights, walkway or path lights and tree-mounted down-lights. Low-voltage floodlighting of front facades is permitted with fixtures located in landscape beds. Generally, landscape light fixtures should be limited to a maximum of 35 watts. Path lights must use low voltage fixtures that cast light down on a walkway or other pavement.

25.3. High intensity house or pole mounted area or security lights are prohibited. High intensity refers to ballasted light fixtures using high or low-pressure sodium, mercury vapor or metal halide lamps. Any lighting that directs light toward a neighboring lot or toward common property (including the street) is prohibited.

25.4. Holiday or event lighting does not require approval. However, the display of holiday and event lighting shall not be more than 35 days prior to the holiday or more than 20 days after the holiday.

25.5. Holiday oriented Neon or flashing lights may be used sparingly and judiciously with regard for the visual safety of neighbors and passers-by.

Proposals for exterior lighting must include the following:

1. A site plan with proposed light placement clearly indicated.
2. A drawing or picture of any fixture to be installed and its location.
3. A statement ensuring the proposed lighting will not negatively interfere with or shine onto adjacent residences and public and/or common areas.

26. Mailboxes, Violation Type: Primary

26.1. Mailboxes shall be located within five feet of the driveway and toward the center of the front or side property line and within three feet of the road curbing. Generally, mailboxes should be installed at a height of 41–45 inches from the road surface to the bottom of the mailbox or point of mail entry. Mailboxes are set back 6–8 inches from the front face of the curb or road edge to the mailbox door.

26.2. Existing mailboxes must be maintained in neat and clean condition without peeling paint, mold or mildew stains, grass clippings, etc. When painting the mailbox post, the numbers should be removed prior to painting and white paint should not be on the mailbox. Replace post or box numbers with 4" black numbers on the post or 4" white numbers on the mailbox.

26.3. When mailboxes/accessories are replaced, they should be replaced with one of the following styles;

26.3a For all Cascade Creek homes plus some Mill River FFV homes.

The Box – a large capacity galvanized steel black, Post-Mount Mailbox or black vinyl mailbox in one of 3 USPS approved sizes. If numerals are used on the box, they must be 4-inch white block numbers.

The Post - should match or be very similar to one of the designs above. The post material may be wood or vinyl (vinyl is recommended) and the post or paint color must be white. Address numbers must be 4" black house numbers and placed vertically or horizontally on both sides of the mailbox post.

26.3b Five Forks Village (all homes in neighborhoods off Five Forks Lane except Mill River)

The Post - All homes with the original iron mailbox system must ensure the mailbox post is maintained in a state of good repair for painting, visibility of numbers and structural integrity.

The Box- a large capacity steel or vinyl black, Post-Mount Mailbox in one of 3 USPS approved sizes. Numerals on the box must be 4-inch white block numbers placed horizontally on both sides of the mailbox, as in the picture below.

Post - if needed, a replacement Post should be similar in style and material to the original post. They are difficult to find and before buying one, the HOA highly recommends contacting the ARC to determine if the desired replacement post is acceptable. The newly installed metal post must be painted black and must accept a standard USPS black mailbox in metal or vinyl and be one of the 3 USPS approved sizes and styles. No other exceptions apply to the original metal post and box combination.

FFV neighborhood metal mailbox posts that cannot be returned to a state of good repair may be replaced with one of the complete mailbox systems in 26.3a above – the Cascade Creek standard wood or the recommended white vinyl post with the standard black mailbox and numerals.

26.4. No other boxes or post changes are permitted without HOA ARC approval unless previously grandfathered.

27. Pavements (Patios, Driveways, Walkways) Violation Type: Primary

Approval is required for all proposed patios and walkways and/or changes to existing patios and walkways. The ARC may, in its discretion, vary the driveway material that it approves.

27.1. For driveways, asphalt, bricks, pavers, exposed aggregate concrete and smooth or stamped concrete are all acceptable materials throughout the HOA Community. River wash brown or gray mixed gravel is acceptable only in FFV neighborhoods where the original driveway remains gravel. Driveway expansions or extensions must match the primary driveway material.

27.2. Patios and sidewalks shall be constructed with bricks, pavers, blocks or smooth or stamped concrete.

27.3. All houses shall have a front sidewalk leading from the front entry to the driveway.

27.4. No driveway access is permitted from Five Forks Lane.

27.5. All driveways in the Mill River and Pleasant Pond neighborhoods must be paved.

Circular driveways, parking areas in front of the house, and other special conditions are generally discouraged where they would substantially reduce the amount of the front yard. The ARC may approve certain applications where the front yard appearance will not be adversely affected or for other extenuating circumstances when the ARC warrants approval as an exception.

Proposals for patios, walkways, driveways and driveway expansions/extensions must include the following:

1. A site plan with dimensions showing the proposed patio, walkway or driveway in relation to existing dwellings, trees, and lot lines.
2. A description and/or samples of materials to be used.
3. A description of any proposed lawn contour changes, plantings, screening, railings, benches, proposed exterior lighting.
4. Builder /contractor information

28. Pergolas, Violation Type: Primary

A pergola is a vertical structure, either free-standing or attached to the house on one or more sides, with an open wood structure overhead. Pergolas must not include any type of fixed roofing cover. They are designed to control sunlight and/or to support vines or hanging plants. Pergolas shall meet the following criteria:

28.1. Pergolas shall be located behind the house and no closer than ten feet (10') to any side or rear lot line. On a corner lot, pergolas may not extend past the side of the house on the street side.

28.2. Pergolas shall be constructed of wood or composite material to look like wood framing.

28.3. If attached to the house pergolas require a Chesterfield County Building Permit and must be finished to match the house trim color.

28.4. If free-standing, pergolas must be finished to match the house trim or may be stained a natural color.

Proposals for pergolas must include builder/contractor information including drawings of the proposed pergola and may require a County Building Permit.

29. Playhouses and Forts, Violation Type: Primary

Approval is required for any detached playhouse or fort that is intended to be maintained as a permanent or semi-permanent structure.

29.1. The playhouse design should be similar to the existing shape, style, and proportion of the dwelling. Siding, roofing, and trim materials should be similar to the finish and color of existing house materials.

29.2. Forts may be constructed with rustic-looking wood or composite wood/resin synthetic wood materials. They may be left unpainted or coated with clear weather-proofing agents.

29.3. To limit from-street visibility, the ARC may require landscaping or screening.

29.4. No playhouse or fort shall be located within ten (10) feet of side or rear property lines.

Proposals for playhouses and forts must include the following:

1. Approval from Chesterfield County (see Building Permits).
2. A site plan clearly showing the proposed structure in relation to property lines and adjacent dwellings.
3. Drawings of the proposed structure, including views of exterior walls, dimensions and features such as doors, windows, roof, trim and proposed exterior lighting.
4. A complete description of materials including types of siding, roofing, trim, etc.

30. Pools (Private), Violation Type: Primary

Applications for private pools will be reviewed very strictly because there are very few locations where private pools may be placed without adversely affecting adjacent properties.

30.1.a. Approval is required from Chesterfield County Building Dept for all permanent in-ground pools. Above ground pools of any size or type other than those specifically defined and addressed below in 30.1.b.as portable wading pools are prohibited in all areas of FFV/CC.

30.1.b. Approval is not required for portable wading pools not more than 10 feet in diameter and less than twenty inches deep and kept and used in a rear yard. When not in use, wading pool must be emptied and stored inside.

30.2. The size of in-ground pools shall be based on lot size and must be of reasonable proportion to the house and lot.

30.3. Pools must be located in accordance with County requirements, only in the rear of a lot (behind the house) and not within ten (10) feet of any property line.

30.4. Pools must be enclosed with an approved fence in accordance with the Fences section of these standards or per County auto-fencing requirements for in-ground pools.

30.5. Reasonable visual and acoustical privacy must be provided for neighbors. Screening, fencing or planting shall be installed to preserve such privacy. The pool pump and filter shall be fully screened from view off site.

Proposals for private pools must include the following:

1. Approval from Chesterfield County (see Building Permit).
2. A site plan paralleling that required by Chesterfield County for building permits showing the location and dimensions of the pool, other related equipment, fences, etc., in relation to the applicant's house, property lines and adjacent dwellings and properties.

3. A detailed drawing of the pool, deck, lighting arrangements, walkways, fence type, proposed grading, landscaping and information concerning the water supply system, drainage and water disposal system.
4. Acknowledgment on the application that they have made adjacent neighbors aware of the proposed pool. Their verbal consent does not indicate approval, only an acknowledgement that they have been notified of the proposed plans.

31. Property Maintenance, Violation Type: Secondary

Residents shall maintain their property adequately regarding aesthetics and safety. Inadequate property maintenance is considered a violation of the Covenants. Each property owner has the following responsibilities:

- 31.1. Seeding, weeding, watering, edging and mowing lawns, including all yard space from the residential structure to the curb line. Where HOA owned sidewalks exist, the homeowners' responsibility ends at the edge of the sidewalk. Homeowners are responsible maintaining grass areas in drainage swales and along property lines adjacent to, or within, public road easements and rights-of-way. Grass must be kept at not more than 8 inches in height.
- 31.2. Routine pruning and care of all trees and shrubbery. Trees and shrubs located adjacent to sidewalks and roads must be trimmed so that pedestrian and vehicle traffic are not impeded.
- 31.3. Removal of accumulated snow from driveway, adjacent sidewalks and paths.
- 31.4. Painting, cleaning and general external care of structures and other improvements.
- 31.5. Yards shall be maintained free of unclean, unhealthy or unsafe conditions. All yard debris should be removed from the property and may not be deposited in or on common areas.

32. Ramps and Accessibility Improvements, Violation Type: Primary

Ramps, outdoor elevators and lifts required for accessibility (long and short-term) must be approved. The HOA will grant approval upon receipt of a reasonable request.

33. Recreational/Play Equipment, Violation Type: Primary

Written approval is required for all recreational/play equipment installed on a homesite in a permanent or semi-permanent manner. Permanent is defined as anchored to the ground with the intent of remaining in place indefinitely and semi-permanent is safely anchored for multiple year usage with the ultimate intent of removal.

- 33.1. The equipment should be located behind the house as inconspicuously as possible and must be at least ten (10) feet from the rear and side property lines.

33.2. Swing sets, sandboxes, and other equipment shall be of a natural wood color, or a natural earth tone color such as dark green or brown. Accessories (e.g. toddler swing seats, slides and chain hand guards) in other colors may be permitted.

33.3. Metal swing sets on residential home sites are discouraged but will be considered on a case-by-case basis. If approved, they must be semi-permanently anchored for safety.

33.4. Skateboard and bicycle ramps are discouraged and are not permitted in the front of any residence.

33.5. Trampoline dimensions shall not exceed 12' in height, 16' in diameter for round or octagon shapes, and 10'x17' 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 unless approved by the ARC. Where visibility from a street is unavoidable, the ARC may require landscape screening by the applicant. See Screening.

Note: Trampolines may require Homeowners' Insurance Coverage and may be restricted or excluded from some owners' policy coverages.

33.6. Temporary plastic play structures must be located behind the mass of the house. Temporary plastic play structures include playhouses, sandboxes, picnic tables and similar low-profile toys or recreational items.

Proposals for recreational/play equipment must include the following:

1. A site plan with dimensions showing the location of the recreational/play equipment relative to the applicant's dwelling, property lines, and adjacent properties and structures.
3. A picture or sketch of the proposed equipment showing dimensions.
4. Samples or detailed descriptions of the colors and types of materials.

34. Roofing, Violation Type: Primary

Note: All roofing replacement shingles must be submitted for approval.

34.1. The roof pitch shall be a minimum of 6 to 12 for any gable or element that faces the street, overhangs may vary as necessitated by architectural design.

34.2. No flat roofs are allowed as a major structural element.

34.3. Metal roofs for porches, dormer or eyebrow arches are acceptable.

34.4. **All replacement shingles must be submitted for approval of color and style.**

34.5. Roofing shall be asphalt or composition shingles and shall be in the medium to dark brown or medium to dark gray ranges. Light colored or black shingles are subject to disapproval unless replacing existing light color or black shingles. Other roofing materials will be considered on a case-by-case basis. Metal standing seam roofing will be considered for porch roofs, eave returns and other minor roofs. Color shall be compatible with the house

color scheme. Imitation copper color will not be approved. Painted roofs shall be maintained in good condition. Heavily oxidized paint should be renewed with appropriate roofing paint of the same color. Color changes must be approved.

35. Screening, Violation Type: Primary

Where landscape screening is required, the following guidance applies:

35.1. Plants must be a fast-growing evergreen variety such as wax myrtle, white pine or Leyland cypress, and of a density to provide sufficient impact in short time.

35.2. Plants must be mature enough to provide minimal screening height and width at the time of installation but should also be considered for their potential mature size in future years.

Proposals for screening must include the following:

1. A site plan showing the location of the screening plants relative to the area being screened, the applicant's dwelling, property lines and adjacent properties and structures.
2. A list of the proposed screening plants identifying the species and size to be planted.

36. Security Cameras, Violation Type: Secondary

36.1. The installation of security cameras requires ARC approval because it may alter the overall elevation appearance of the home.

36.2. Security cameras shall be placed in locations where they do not cause an unreasonable interference with neighboring owners' reasonable expectations of privacy.

36.3. Approved security cameras will not emit any blinking, strobe, high intensity or other direct lighting that will disturb any neighboring owner.

37. Shutters, Violation Type: Primary

37.1. Most houses have shutters on the front windows. Where shutters would be inconsistent with the overall style of a house, the ARC may waive this requirement.

37.2. Shutters should be compatible with the style, materials and colors of the house and should be of proper proportions to the windows they adjoin.

37.3. Shutters shall be maintained in good condition – painted or replaced when faded or damaged. Color changes must be approved.

38. Siding and Trim, Violation Type: Primary

Front-oriented treatment in dissimilar materials that do not appear integrated into the design and inappropriate changes in material between elevations may not be allowed.

38.1. Examples of acceptable siding materials are brick and stone (per ARC approved palette), vinyl, aluminum, Hardie Plank (or equivalent) or other materials pending submission to the ARC for consideration. All siding materials requests must include appropriate trim details. Grooved plywood panels are not acceptable.

38.2. Where siding materials are used in combination, they shall be aesthetically compatible with each other as determined by the ARC and shall normally be limited to no more than two dominant wall surface materials on any elevation.

38.3. Exterior architectural detailing shall be consistent with the overall design theme of the house. Eaves, cornices, rakes, columns, pilasters, corner boards, vents, and window and door trim shall be consistent with the style of the house and sized appropriately to the scale of the house.

38.4. All exterior colors and texture selections require ARC approval. Samples of proposed colors may be required to be painted on a panel for field review if the color has not been previously approved or if they appear to be out of character with the surrounding homes. Traditional, muted colors are encouraged. Judiciously selected brighter accent colors may be permitted if approved by the ARC. Trim combinations are specifically subject to review and approval by the ARC. Approval of a color or material for an individual residence does not necessarily mean blanket approval for another residence in a different location. Identical or substantially similar color schemes should not be visible from adjacent properties.

39. Signs/Placards, Violation Type: Secondary

Installation or placement of all signs must comply with Chesterfield County ordinances and regulations.

39.1. With the exception of a professional, temporary sign of not more than three square feet to advertise a residence for sale or rent, no temporary or permanent sign or other advertising device of any nature may be placed upon any property without the written approval of the ARC.

39.2. Political campaign signs may be placed on any lot within 90 days prior to any National, State, or local general or primary election and do not require approval. All political campaign signs shall be removed within 72 hours of any such election.

39.3. Temporary signs shall be no larger than three square feet and must stand not more than three feet above ground, measured from the top of the sign. Realtors will be permitted to use their logos, trademarks, and color schemes.

39.4. Signs shall not be erected on or attached to trees, light poles, street signs, traffic signs or official neighborhood identification signs.

39.5. No more than one temporary sign may be placed on any lot. Two directional signs are permitted on a corner leading to an open house but must be removed not later than the evening of the open house date.

39.6. Signs must be neatly lettered, clean, have a professional appearance, and be maintained in good condition.

39.7. Signs shall not be lighted.

39.8. If a sign remains standing in violation of the above regulations, the Association may remove the sign. The Association will not be responsible for loss or damage of such signs.

The following small placards are permitted to be displayed on an Owner's Lot and do not require ARC approval:

- 1) House number sign.
- 2) Sign for security company.

Small placards shall not exceed 15" x 15". Other small placard requests may be submitted to the ARC for approval.

Proposals for signs/placards must include the following:

1. A description of the size and color of the proposed sign and the materials to be used for its construction.
2. A drawing of the sign showing the message and any graphics to be displayed.
3. A description of where the sign will be located and how long it is to be displayed.

40. Solar Energy Collectors, Violation Type: Primary

A new Virginia Statute on solar energy collection devices took effect on July 1, 2020. HOAs may include reasonable restrictions on the size, place, and manner of placement of solar energy collection devices, but if the HOA restrictions increase the cost of the homeowner's proposal by more than 5% or cause the energy production to be reduced by 10% or more, the restriction is deemed unreasonable. The homeowner is required to submit documentation prepared by an independent solar panel design specialist, who is certified by the North American Board of Certified Energy Practitioners and is licensed in Virginia, that is satisfactory to the HOA to show that the restriction is not reasonable according to the criteria established in the statute.

Note 1. FFVCC HOA has no capability to prepare or provide any documentation regarding preferred, required or even sample representations of solar panel arrays that will be approved. Therefore, to prevent inclusion of any misrepresentation of any HOA required solar panel array in an HOA ARC request packet, the HOA will routinely refuse to process any homeowner

request that contains such false, libelous and totally incorrect documentation that suggests or infers it was a product of, or a requirement of, the HOA as a proposed installation of solar panels.

Note 2. Upon receipt of verified copies of all required County-issued Building and Electrical Permits and other HOA-required documentation, the FVCC HOA ARC will issue ONLY Conditional Approvals for all Solar Panel Installation Proposals and Requests. Homeowners are responsible for ensuring all County requirements, permits, processes, procedures, materials and inspections are performed in accordance with County Building Dept Codes and Inspection schedules. Homeowners must provide the HOA with a digital copy or picture of the County Final Inspection Pass Receipt to satisfactorily close the owner's ARC request.

40.1. All Solar Energy Collectors/Panels require Chesterfield County Building and Electrical Permit issuance prior to the HOA ARC considering the request. Advance HOA written approval is required for installation of all solar energy collectors prior to initiating the installation of any solar products or materials.

40.2. Only commercially manufactured solar energy collectors are permitted.

40.3. Solar energy collectors are only permitted on an owner's lot or structure. They may not be installed in or on HOA Common Area or Open Space ground elements.

Proposals for solar energy collection devices must include the following:

1. A photo or rendering of all proposed solar energy collection devices.
2. A complete written description of construction design, materials, color/finish, and placement of the device(s).
3. A drawing (preferably a plat or similar) clearly showing placement of the device(s) relative to the property and any adjacent streets.
4. Builder/contractor information. The HOA routinely prefers to work directly with the homeowner for all proposed home improvement projects. Because solar panel installations are unique and somewhat foreign to many homeowners, the HOA ARC is willing to work with recognized representatives of the respective solar panel installation contractor or vendor if the homeowner authorizes such direct third-party communication on their behalf. An email clearly stating that specific authorization from the homeowner to the HOA ARC is required before the HOA can begin those direct third-party communications for the detailed informational packages required to process and review the homeowners ARC request.
5. Although many solar installation contractors and vendors provide a building permit procurement process as part of the purchase and installation contract, the Homeowner is directly responsible for ensuring copies of all required Building Permits are provided to the HOA ARC before the request or proposal will be processed for HOA conditional approval.

41. Trash, Recycling & Commercial Storage Containers (PODS, Smart Boxes, etc.) Violation Type: Secondary

41.1. All garbage, trash, refuse, rubbish, and recyclables shall be placed only in the appropriate contractor provided trash/recycling receptacles.

41.2. Receptacles should be placed at the curb after 4:00 p.m. on Sundays for Monday trash collection and after 4 p.m. on Mondays for Tuesday Recycle collection. Trash and recycle containers must be removed after emptying on the scheduled day of collection.

41.3. Trash cans and recycling containers stored outside the confines of the house must be located behind the front plane of the house and preferably behind the mass of the house. If left on the side of the house, trash and recycle containers must be sufficiently screened from view from the street with approved fence, lattice or landscaping.

41.4. Portable one-time trash receptacles such as “Bagster” may be permitted with an approved request from the ARC in advance of the anticipated usage dates. Approved requests for Bagster use may be granted one 30-day period of use with one 30-day extension for a total not to exceed 60 calendar days from the date of approved ARC request.

41.5. Dumpsters require advance approval from the ARC. Private homeowner contracted Dumpsters require approval and may be granted two contiguous 15-day periods of use with two 15-day extensions available only if the homeowner requests the extension in advance. Dumpsters brought in by roofing, siding, interior/exterior renovation and other contractors will be closely monitored by the ARC. Homeowners contracting for projects requiring dumpsters should include the dumpster in their initial request for ARC approval.

41.6. Temporary Storage Containers, including PODS, Pack-Rat, SmartBox and other rented storage containers delivered to homeowners’ driveways require advance approval from the ARC. These containers are designed for temporary storage of household goods and home interior items or other short-term purposes. Commercial shipping containers of any size are not considered temporary storage containers and are strictly prohibited. Short term storage containers will be limited to not more than 60 consecutive calendar days starting from the date of delivery to the home. Exceptions or extensions to the 60-day time limit must be requested from the ARC in advance of the initial expiration date and may be subject to disapproval unless there are verifiable and significant reasons for the extension. Approved extensions will be limited to 30 days maximum from the date of approval, with no exceptions.

41.7 Temporary Porta-Pots, Porta-Johns or other temporary self-contained portable toilet facilities may be approved by the HOA if included with requests for dumpsters or temporary storage containers for home remodeling purposes. Portable self-contained toilets must be managed extremely closely and daily to ensure there is no environmental impact and are limited to no more than 2 30-day periods, for a total of 60 days. Extensions may be requested if adequate justification is provided in advance. Note: Portable toilets on the HOA street side are NOT welcome in the community and will only be considered for approval during professional contractor remodeling or other emergency plumbing repairs.

42. Tree Removal, Violation Type: Secondary

Preservation of natural features is a key characteristic of the FFVCC HOA Community. Large trees on lots may only be removed with prior written ARC approval, except as authorized below.

FFVCC HOA reserves the right to require replacement of any healthy trees removed without prior approval of the ARC.

42.1. Approval is required for removal of any live tree whose trunk is over six (6) inches in diameter when measured at a point waist to chest high (3-5 feet) above the ground. Flowering or ornamental trees more than three (3) inches in diameter, similarly measured, (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron) are included. Holly trees are typically excluded because they are a Virginia native plant, but exceptions may be approved where they limit or restrict walkways or vehicle access.

42.2. Any live or dead vegetation in areas marked no cut, buffer or similar terminology on approved site plans and/or homeowner plats may NOT be cut without prior written approval of the U.S. Army Corps of Engineers (ACOE) and the ARC.

42.3. Approval for the removal of trees located within twenty (20) feet of a building or proposed building addition or within ten (10) feet of the approved site for an accessory building will be granted upon request to the ARC.

Note: As of 2024, some Homeowners' Insurance Policies and Coverages may require additional tree removal at distances beyond those stated above to enable continuation or renewal of existing policies and issuance of new policies.

42.4. Dead or diseased trees may be removed without prior approval if urgency is needed to prevent further damage. After removal, it is the Owner's responsibility to request formal ARC Approval and provide evidence (such as a photo) that the tree needed to be removed. Storm damaged trees may be trimmed without prior approval when or where they constitute a threat to life or property. However, storm damaged trees needing removal will always require ARC request for approval even after the act of removing the trees.

42.5. The stump of any tree located between the front plane of the house and the street shall be removed when a tree is removed.

42.6. After any tree removal, the Owner is responsible for cleaning and seeding the cleared as needed or as the location(s) deem(s) appropriate.

Proposals for tree removal must include the following:

1. A site plan indicating the locations of the trees to be removed.
2. A description of the general sizes and types of trees to be removed.

3. A general explanation of the reason for the tree removal. Note: Too large for resident safety is a justifiable reason. Too many leaves is not!

43. Vehicles, Violation Type: Secondary

43.1. Campers, house trailers, horse trailers, all utility trailers with dual axles, all recreational vehicles intended for temporary or portable housing of occupants, school buses, limousines, tourist type mini-buses, commercial vehicles over 6000 pounds having dual wheels and any vehicles without current registration plates on the rear of the vehicle and visible from the street shall not be parked or stored on any homeowner's lot, common area or street within the FFVCC community, unless parked or stored on a recognized HOA approved driveway or driveway extension or approved parking pad.

43.2. Boats, single axle boat or utility trailers and jet skis may be stored in the rear yard of a lot if they are not easily visible from the front street or an adjacent Common Area. Restrictions for larger trailers are in section 43.1 above.

43.3. Commercial or non-commercial vehicles assigned to or owned by a resident as a condition of their employment and/or connected to that person's business, trade, utility, technical support, plumbing, HVAC etc. or personal livelihood and local government vehicles such as police, fire service, etc. are permitted to be parked on that owner's driveway but only one vehicle of this variety may be on the individual driveway, parking pad lot or adjacent street at any given time. FFVCC HOA prior approval for commercial vehicles is required and will be evaluated by the ARC on a case-by-case basis.

43.4. Vehicle covers in use should be designed for the type and model of vehicle they are covering and must be a neutral color. Tarps and plastic sheeting are not allowed.

43.5. Major vehicle repairs may not be undertaken except in garages or on driveways to the side of or behind homes. Minor emergency repairs such as battery charging or changing, replacing a flat tire and jump-starting are permitted in front access driveways.

43.6. Boats, campers, and recreational vehicles are permitted on residents' driveways for a twenty-four (24) hours period for preparation, loading/unloading and cleaning purposes.

44. Windows and Doors, Violation Type: Primary

44.1. All windows and doors shall be of a style, color and size that is appropriate to the design of the home. Permitted window frame and sash materials include painted wood, aluminum, vinyl clad wood and solid vinyl. All vinyl replacement windows shall match the general appearance and profile of original windows that they replace. In general, single-hung vinyl windows will not be approved as replacements for double-hung units.

44.2. Glass shall be clear or energy conserving low-e glass. Visibly tinted, colored or reflective glass or coatings may be permitted on a case-by-case basis.

44.3. 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 except that storm doors covering traditional 6-panel doors may be designed in the same style with glass in place of panels. If painted, storm doors shall match the front door color or trim color surrounding the front door.

44.4. A replacement front door that does not match the style and color of the originally approved front door must be approved by the ARC.

44.5. No iron, steel, or similar bars shall be installed over any windows or doors of any home.

44.6. Skylights are prohibited on the front roof plane of the house.

44.7. Windows and doors shall be maintained in good condition. Fogged insulated glass shall be replaced within a reasonable time. Finishes shall be maintained and refinished or replaced when faded or damaged.

45. Woodpiles, Violation Type: Secondary

45.1 Written approval is not required for the following woodpiles:

45.1a. Neatly stacked woodpiles wholly within an enclosed or semi-enclosed area or immediately adjacent to a permanent wall and not visible from the street or adjacent properties. For protection against termites, residents are cautioned against stacking firewood close to wood-frame dwellings.

45.1b Wood contained in a woodbin or ring at the rear of the home. Neutral colored tarps covering the wood are allowed.

45.2. All other woodpiles require written approval.

45.3. Stacking of wood on sidewalks, rights of way, driveways, Common Areas or designated Open Space is not permitted.

Proposals for woodpiles not meeting the above requirements must include the location, dimensions and screening details.

Addendum

11/19/2024 Ref: 43.2. Boats, single axle boat or utility trailers and jet skis may be stored in the rear yard of a lot if they are not easily visible from the front street or an adjacent Common Area. Restrictions for larger trailers are in section 43.1 above.

This paragraph is revised to read:

11/19/2024 Ref: 43.2. Boats, single axle boat, utility trailers and jet ski trailers of any length may be stored in the rear yard of a lot if they are not easily visible from the front street or an adjacent Common Area.

Effective Nov 19, 2024 the HOA may accept and grant an exception for tandem axle trailers if the boat is 22 feet or less and is packaged with a tandem axle trailer from the dealer or selling individual. Tandem axle trailers for boats in excess of 22 feet may be judged individually and according to the storage location for exception to policy. Generally, boats 23-24 feet and larger on tandem axle trailers will not be permitted on the greater majority of homeowners' lots throughout the HOA unless very limited visibility of the boat and trailer package from the street can be satisfied.

***Appendix 02/Articles of Incorporation
Five Forks Village Community Association**

**ARTICLES OF INCORPORATION
ANY AMENDMENTS**

**The
Five Forks Village Homeowners
Association, Inc.**

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

September 2, 1998

The State Corporation Commission has found the accompanying
articles submitted on behalf of

FIVE FORKS VILLAGE COMMUNITY ASSOCIATION, INC.

to comply with the requirements of law, and confirms payment of
all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF RESTATEMENT

be issued and admitted to record with the articles of amendment in
the Office of the Clerk of the Commission, effective September 2,
1998 at 11:20 AM.

The corporation is granted the authority conferred on it by law in
accordance with the articles, subject to the conditions and
restrictions imposed by law.

STATE CORPORATION COMMISSION

By



Commissioner

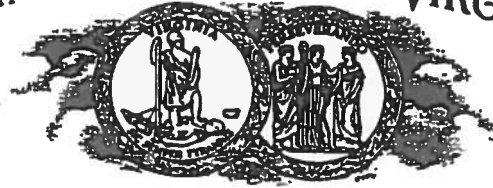
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CLINTON MILLER
CHAIRMAN

THEODORE V. MORRISON, JR.
COMMISSIONER

HULLIHEN WILLIAMS MOORE
COMMISSIONER

COMMONWEALTH OF VIRGINIA



WILLIAM J. BRIDGE
CLERK OF THE COMMISSION
P.O. BOX 1197
RICHMOND, VIRGINIA 23218-1197

STATE CORPORATION COMMISSION

September 2, 1998

SCOTT P COLLINS
MCGUIRE WOODS BATTLE & BOOTHE
ONE JAMES CENTER
901 EAST CARY ST
RICHMOND, VA 23219-4030

RE: FIVE FORKS VILLAGE COMMUNITY ASSOCIATION, INC.
ID: 0363457 - 3
DCN: 98-08-27-0065

This is your receipt for \$25.00 covering the fees for filing
articles of restatement with this office.

The effective date of the certificate of restatement is September
2, 1998.

Sincerely yours,

William J. Bridge

William J. Bridge
Clerk of the Commission

AMENACPT
CIS20436

FIVE FORKS VILLAGE COMMUNITY ASSOCIATION, INC.
ARTICLES OF AMENDMENT AND RESTATEMENT

1. Name. The name of the corporation is Five Forks Village Community Association, Inc.

2. The Amendment and Restatement. The Amendment, which required Class A and B Member approval, makes the following changes:

- The Class B membership (i.e., the membership of Mulberry Corporation as "Declarant") will terminate no later than January 1, 2015, rather than 2005 as originally called for.
- Class A membership will consist of single family lot owners only to reflect the fact that there will be no clusterhousing, multifamily or commercial property in Five Forks Village.
- Reference to the Initial Board of Directors is deleted.
- The separate "Residential Class" of directors and "Multifamily/Commercial Class" of directors after the expiration of the "Period of Declarant Control" have been eliminated. Directors shall be elected to the Board of Directors by the Class A membership for staggered terms after the Period of Declarant Control ends.
- The number of directors on the Board of Directors after the Period of Declarant Control will be determined by the Bylaws rather than specified in the Articles.

The Restatement restates the Articles of Incorporation, as amended.

3. Board Action. The Board of Directors by unanimous written consent dated April 2, 1998, found that the best interest of the Association would be served by amending its Articles of Incorporation in the manner described in Section 2 and restating

its Articles of Incorporation, as amended, and directed that the proposed Amendment and Restatement, a copy of which is attached hereto, be submitted to a vote of the Members at a meeting to be held on the 29th day of April, 1998.

4. Member Action.

(a) Notice of the meeting, together with a copy of the proposed Amendment and Restatement, was given in the manner prescribed by the Virginia Nonstock Corporation Act to all Members of record entitled to such notice.

(b) On April 29, 1998, the meeting of the Members was held, a quorum of the Members were present and the Amendment and Restatement proposed by the Board of Directors was adopted.

(c) The total number of Class A Member votes cast FOR the Amendment and Restatement was 147 and AGAINST the Amendment and Restatement was 2. The Class B Member vote was cast FOR the Amendment and Restatement. The number of votes cast for the Amendment and Restatement was sufficient for its approval.

5. Certificate Required by Law. These Articles of Amendment and Restatement contain all of the information required by Section 13.1-888 of the Code of Virginia and this paragraph constitutes the Certificate required by that Section.

Dated: August 20, 1998

FIVE FORKS VILLAGE COMMUNITY
ASSOCIATION, INC.

By: Don W. Law
President

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AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
FIVE FORKS VILLAGE COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME

The name of the corporation is Five Forks Village Community Association, Inc., hereinafter called the "Association".

ARTICLE II

PURPOSES

The Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is organized and operated are to provide for the acquisition, construction, management, maintenance and care of Association property to be known as "Five Forks Village" located in the County of Chesterfield, Virginia, as more particularly described in the Amended, Restated and Consolidated Master Declaration of Covenants, Easements and Restrictions and Supplemental Declaration of Covenants, Easements and Restrictions For Single Family Lots dated as of May 1, 1998, made by Mulberry Corporation, a Virginia corporation, recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia (the "Declaration"), as the same may have been or may hereafter be amended or supplemented, and to provide a means whereby the Owners, acting together, may provide for the management, maintenance, care and operation of the Common Areas and for this purpose to: (a) enforce the Declaration and exercise all of the powers and privileges and perform all of the duties and obligations of the Association; (b) fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the Declaration and Bylaws; (c) pay all expenses of the Association; (d) subject to the Declaration and the Bylaws, acquire, 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; and (e) have and exercise any and all powers, rights and privileges which a corporation organized under the Virginia Nonstock Corporation Act may by law now or hereafter have or exercise. No part of the net earnings of the Association shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any private individual.

ARTICLE III

DEFINITIONS

Except as expressly defined herein, all capitalized terms used herein shall have the respective meanings set forth in the Declaration or in the Bylaws of this Association.

ARTICLE IV

MEMBERSHIP

Section 4.1. Owners to be Members. Every Owner of a Lot shall be a Member of the Association. Membership shall not be separated from ownership of any Lot. Upon the closing of the sale of a Lot, the membership of the selling Owner shall cease and the purchasing Owner shall become a Member of the Association.

Section 4.2. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners including Declarant.

Class B. The Class B Member shall be Declarant. The Class B membership shall terminate on the earliest of the following:

- (i) the date on which Declarant ceases to own any of the real estate described in Exhibit B to the Declaration;
- (ii) the date on which Declarant executes and records in the Clerk's Office an amendment to the Declaration terminating the Class B membership; or
- (iii) January 1, 2015.

ARTICLE V

VOTING RIGHTS

Section 5.1. Class A Votes. Each Class A Member (except Declarant) shall be entitled to cast one vote for each Lot.

Declarant as a Class A Member shall be entitled, for each Lot which it owns, to ten votes, but only for so long as Declarant is also the Class B Member. After the Class B Membership terminates, Declarant as a Class A Member shall be entitled to the same number of votes as other Class A Members.

Section 5.2. Class B Vote. Declarant shall be entitled to cast the Class B vote.

Section 5.3. Suspension of Voting Rights. The Board of Directors of the Association may suspend the voting rights of any Member subject to assessment during the period when any such assessment shall remain delinquent, but upon payment of such assessment the voting rights of such Member shall automatically be restored.

ARTICLE VI

BOARD OF DIRECTORS

Section 6.1. Number and Appointment of Directors During Period of Declarant Control. For so long as the Class B membership continues (the "Period of Declarant Control") and thereafter until the special meeting of the Association is held in accordance with Section 6.2 of these Articles, the number of directors shall be not less than two or more than five, and Declarant shall have the right to appoint or remove any member or members of the Board of Directors. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Declarant the authority to appoint and remove directors of the Association during such period. The directors selected by Declarant need not be Owners or residents within the Properties.

Section 6.2. Number and Election of Directors After Period of Declarant Control. After the Period of Declarant Control, the number of directors may be increased or decreased in accordance with the Bylaws. Within 90 days after the expiration of the Period of Declarant Control, a special meeting of the Association shall be held at which all of the directors appointed by Declarant shall resign and the Class A Members (including Declarant if it owns one or more Lots) shall elect successor members of the Board of Directors. The candidate(s) for directors receiving the most votes from the Members entitled to vote shall be elected. Cumulative voting is not permitted. Elections shall be by secret written ballot.

Section 6.3. Term of Directors After Period of Declarant Control. The directors elected after the Period of Declarant Control shall consist of two classes approximately equal in number and shall serve staggered terms. The initial term of the first class of directors shall expire at the first annual meeting of the Association following the Period of Declarant Control. The initial term of the second class of directors shall expire at the second annual meeting of the Association following the Period of Declarant Control. The directors whose terms expire at the first annual meeting shall be those elected with the fewest number of votes. At each annual meeting of the Association after the Period of Declarant Control, directors shall be elected for a term of two years to succeed those directors whose terms expire at such annual meeting.

Section 6.4. Nomination of Directors. Except with respect to directors appointed by Declarant (and replacements thereof), nominations for election to the Board of Directors shall be made by Members and may also be made by a nominating committee, if such a committee is established by the Board of Directors. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 6.5. Removal of Directors. Except with respect to directors appointed by Declarant, at any regular or special meeting of the Association duly called where the meeting notice states that the purpose, or one of the purposes, of the meeting is removal of the director, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Members, and a successor may then and there be elected by the Members to fill the vacancy thus created. A director whose removal has been proposed shall be given at least seven (7) days' notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting.

Section 6.6. Vacancies. Vacancies in the Board of Directors occurring for any reason, other than the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each person so selected shall serve the unexpired portion of the term of the director being replaced. Notwithstanding the foregoing, Declarant shall fill all vacancies in the Board of Directors arising before the termination of the Class B membership.

Section 6.7. Disqualification for Contracts with Declarant. Any representative of Declarant serving on the Board of Directors of the Association shall not be required to disqualify himself or herself upon any vote upon any management contract or other contract or lease between Declarant (or any individual, partnership or corporation having an identity of interest with Declarant) and the Association.

ARTICLE VII

LIMIT ON LIABILITY AND INDEMNIFICATION

Section 7.1. Limit on Liability. In every instance in which the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation to the corporation or its Members, the directors and officers of this Association shall not be liable to the Association or its Members.

Section 7.2. Mandatory Indemnification. The Association shall indemnify any individual who is, was or is threatened to be made a party to a civil, criminal, administrative, investigative or other proceeding (including a proceeding by or in the right of the Association or by or behalf of its Members) because such individual is or was a director or officer of the Association, or of any other legal entity controlled by the Association, against all liabilities and reasonable expenses incurred by him or her on account of the proceeding, except such liabilities and expenses as are incurred because of his or her willful misconduct or knowing violation of the criminal law. Unless a determination has been made that indemnification is not permissible, the Association shall make advances and reimbursement for expenses incurred by any of the persons named above upon receipt of an undertaking from him or her to repay the same if it is ultimately determined that such individual is not entitled to indemnification. The Association is

authorized to contract in advance to indemnify any of the persons named above to the extent it is required to indemnify them pursuant to this Section 7.2.

Section 7.3. Miscellaneous. The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Indemnification pursuant to this Article shall not be exclusive of any other rights of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Association and indemnification under policies of insurance purchased and maintained by the Association or others. However, no person shall be entitled to indemnification by the Association to the extent he or she is indemnified by another, including an insurer.

ARTICLE VIII

AMENDMENT

These Amended and Restated Articles of Incorporation may be amended pursuant to Section 13.1-886 of the Code of Virginia (1950), as amended, and with the approval of the Class B Member (until the Class B membership terminates) and the vote of two-thirds of the Class A votes (including Declarant as to Class A votes held by Declarant).

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Bylaws
Five Forks Village Community Association

Order: SDL7QYMVT
Address: 7931 Mill River Ln
Order Date: 06-29-2026
Document not for resale
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AMENDED AND RESTATED
BYLAWS OF
FIVE FORKS VILLAGE COMMUNITY ASSOCIATION, INC.

ARTICLE I

Plan of Ownership

Section 1.1. Applicability. These Bylaws provide for the governance of Five Forks Village Community Association, Inc., a Virginia nonstock corporation (the "Association"). Capitalized terms used herein without definition shall have the meanings specified for such terms in the Amended and Restated Articles of Incorporation of the Association (the "Articles") or in the Amended, Restated and Consolidated Master Declaration of Covenants, Easements and Restrictions and Supplemental Declaration of Covenants, Easements and Restrictions For Single Family Lots dated as of May 1, 1998, made by Mulberry Corporation, a Virginia corporation, and recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia (the "Clerk's Office") in Deed Book 3372 at page 532, as the same may have been or may hereafter be amended or supplemented (the "Declaration").

Section 1.2. Compliance. Every Owner and all those entitled to occupy a Lot shall comply with these Bylaws.

Section 1.3. Office. The principal office of the Association shall be located at the Properties or at such other place as may be designated from time to time by the Board of Directors.

ARTICLE II

Association

Section 2.1. Composition. The Association shall consist of all of the Members acting as a group in accordance with the Articles, the Declaration and these Bylaws. The Association shall have the responsibility of administering the Common Areas, including, to the extent provided in the Master Declaration, the Recreation Area, establishing the means and methods of collecting assessments and charges, arranging for the management of the Common Areas and performing all of the other acts that may be required or permitted to be performed by the Association by the Declaration and the Articles. Except as to those matters which the Declaration, the Articles or these Bylaws or applicable law specifically require to be decided by the vote of the Association, the foregoing responsibilities shall be performed by the Board of Directors or Managing Agent as more particularly set forth in Article III of these Bylaws.

Section 2.2. Annual Meetings. The annual meeting of the Association shall be held on the last Friday in March of each year unless the same shall fall on a legal holiday, in which case the annual meeting shall be held on the next ensuing weekday which is not a legal holiday.

Section 2.3. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors.

Section 2.4. Special Meetings.

(a) The President shall call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Owners holding not less than twenty-five percent of the Class A membership votes. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(b) Within 90 days after the expiration of the Period of Declarant Control, notice shall be given of a special meeting of the Association at which all of the members of the Board of Directors designated by the Declarant shall resign, and the Owners, including the Declarant if the Declarant owns one or more Lots, shall thereupon elect successor members of the Board of Directors as provided in the Articles.

Section 2.5. Notice of Meetings. The Secretary shall mail to each Owner a notice of each annual or regularly scheduled meeting of the Association at least 14 but not more than 60 days before such meeting, stating the time and place thereof. Notice of any other meeting shall be sent at least seven but not more than 60 days prior to such meeting, stating the time, place and the purpose thereof. Notwithstanding the foregoing, notice of any meeting at which there shall be voted upon any amendment to the Articles, a plan of merger, a proposed sale of assets pursuant to Va. Code Ann. Section 13.1-900 or the dissolution of the Association shall be given as required by Section 13.1-842 of the Virginia Code. The mailing or personal delivery of a notice of meeting in the manner provided in these Bylaws shall be considered service of notice.

Section 2.6. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Owners holding a majority of the votes who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight hours after the time the original meeting was called. Notice of an adjournment of any meeting of the Association shall be posted at a community communications board or other conspicuous location and shall state the time and place for the meeting to be reconvened.

Section 2.7. Title to Lots. Title to a Lot may be taken in the name of one or more persons in any manner permitted by law. The Association may acquire, hold and transfer title to one or more Lots in its own name.

Section 2.8. Voting. Voting at all meetings of the Association shall be on the basis set forth in the Articles. Where the ownership of a Lot is in more than one person, the person who shall be entitled to cast the vote

appurtenant to such Lot shall be the person named in a certificate executed by all of the Owners of such Lot and filed with the Secretary or, in the absence of such person from the meeting, the person entitled to cast the vote appurtenant to such Lot shall be the person owning such Lot who is present. If more than one person owning such Lot is present, then such vote shall be cast only in accordance with their unanimous agreement. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Wherever the approval or disapproval of an Owner is required by the Declaration, the Articles or these Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Lot at any meeting of the Association. Except where a greater number is required by law, the Declaration, the Articles or these Bylaws, the Class B Member (so long as the Class B membership exists) and Owners holding more than one-half of the aggregate Class A membership votes present in person or by proxy at a duly convened meeting at which a quorum is present ("Majority of Owners") are required to adopt decisions at any meeting of the Association. If Declarant owns or holds title to one or more Lots, Declarant shall have the right at any meeting of the Association to cast the Class A membership votes to which it is entitled as the owner of such Lot or Lots. Declarant shall also have the right to cast the Class B membership vote so long as the Class B membership has not terminated. Declarant, as a Member of the Association, shall not be required to disqualify itself in any vote which may come before the Association upon any management contract or other agreement, lease or matter between Declarant or any individual, partnership or corporation having an identity of interest with Declarant and the Association.

Section 2.9. Proxies. A vote may be cast in person or by proxy. Proxies shall be duly executed in writing by one with authority to execute deeds pursuant to the requirements of Section 13.1-847 of the Virginia Code and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt of notice of revocation by the person presiding over the meeting from any of the persons owning such Unit. Except with respect to proxies in favor of a Mortgagee (hereinafter defined), no proxy shall in any event be valid for a period in excess of eleven months after the execution thereof and, in any event, any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of the proxy.

Section 2.10. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of the Class B Member (so long as the Class B membership exists) and Owners holding ten percent of the aggregate Class A membership votes shall constitute a quorum at all meetings of the Association.

Section 2.11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, the Articles, these Bylaws or applicable law.

ARTICLE III

Board of Directors

Section 3.1. Number and Election. The affairs of the Association shall be managed under the direction of its Board of Directors. During the Period of Declarant Control, the Board of Directors shall be comprised of at least two directors but not more than five directors, none of whom need be Members. During the Period of Declarant Control, Declarant shall have the right to appoint or remove any member or members of the Board of Directors. At the special meeting of the Association to be held after the expiration of the Period of Declarant Control, as provided in the Articles, the directors appointed by Declarant shall resign and the Class A Members (including Declarant if it owns one or more Lots) shall elect nine members of the Board of Directors. The method of nominating and electing such directors at the special meeting and at subsequent annual meetings and the term for which each director is to be elected shall be as provided in the Articles. The removal of directors and the filling of vacancies in the Board of Directors shall also be as provided in the Articles. However, these Bylaws may be amended to provide for three, six or twelve directors in lieu of nine directors after the Period of Declarant Control, but no other number of directors is permitted.

Section 3.2. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are by applicable law, the Declaration, the Articles or by these Bylaws required to be exercised and done by the Association. The Board of Directors shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Common Areas; provided however, such rules and regulations shall not be in conflict with the Declaration, the Articles or these Bylaws. If applicable, the Board of Directors may from time to time elect to have the Association treated as a "homeowner's association" within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended. The Board of Directors shall have the power to designate those officers authorized to provide statements and waivers to Owners as may be desirable or required pursuant to the Declaration and these Bylaws. The Board of Directors may delegate to one of its members or to a person employed for such purpose the authority to act on behalf of the Board of Directors on such matters relating to the duties of the Managing Agent (as defined in Section 3 of this Article), if any, which may arise between meetings of the Board of Directors as the Board of Directors deems appropriate. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall on behalf of the Association:

(i) Prepare an annual budget in which there shall be established the regular assessments of each Owner.

(ii) Make regular assessments and, to the extent permitted by the Declaration, special assessments against Owners to defray the costs and expenses of the Common Areas, establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payments of the assessments. Unless otherwise determined by the Board of Directors and except as set forth in the

Declaration, the regular assessment against each Lot 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.

(iii) Provide for the operation, care, upkeep, maintenance and servicing of the Common Areas, including, to the extent required by the Master Declaration, the Recreation Area.

(iv) Designate, hire and dismiss the personnel necessary for the operation, care, upkeep, maintenance and servicing of the Common Areas and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties.

(v) Collect the assessments against the Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors or prudently invest the same (for which purpose the Board of Directors may retain an investment adviser) to the extent such proceeds are not immediately required, and use the proceeds to carry out the administration of the Association.

(vi) Enact and amend rules and regulations from time to time for the use of the Common Areas and Recreation Area and establish fees for the use of Common Areas; provided however, that no such rules and regulations so adopted shall be in conflict with the Declaration, the Articles or these Bylaws; and provided further that no such rules and regulations shall bind or be construed so as to impair in any manner the lien of any mortgage or deed of trust with respect to any Lot and/or the Common Areas.

(vii) Open bank accounts on behalf of the Association and designate the signatories thereon.

(viii) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Common Areas in accordance with the Declaration.

(ix) Enforce by legal means the provisions of the Declaration, the Articles, these Bylaws and the rules and regulations promulgated pursuant thereto.

(x) Obtain and carry insurance as provided in the Declaration and in Article VI of these Bylaws.

(xi) Pay the cost of all authorized services rendered to the Association and not billed to Owners or otherwise provided for.

(xii) Keep books with detailed accounts of the receipts and expenditures affecting the Association and the administration of the Common Areas, specifying the expenses of maintenance and repair of the Common Areas and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting

principles consistently applied (but may be on the cash method of accounting).

(xiii) Acquire, hold and dispose of Lots and Common Areas.

(xiv) Do such other things and acts not inconsistent with the Declaration, the Articles or these Bylaws which the Board of Directors may be authorized to do under applicable law or by a resolution of the Association.

(xv) Subject to Section 7.4 of these Bylaws, grant permits, licenses and easements under, through and over the Common Areas for drainage, utilities, roads and access and other purposes which are reasonably necessary to the ongoing development and operation of the Properties.

(xvi) When it is authorized to do so as set forth in the Master Declaration, appoint members of the Architectural Review Committee.

Section 3.3. Managing Agent.

(a) Employment of Management Agent. The Board of Directors may employ for the Association a "Managing Agent" at a compensation to be established by the Board of Directors. Any agreement with a Managing Agent shall be for a term not exceeding three years (exclusive of renewals).

(b) Duties. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize, which may include but are not limited to the duties listed in Section 3.2(i), (iii), (iv), (v), (viii), (ix), (x), (xi), (xii) and (xvi) of these Bylaws. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in Section 3.2(ii), (vi), (vii), (xiii), (xv) and (xvi) of these Bylaws.

(c) Standards. The Board of Directors may impose appropriate standards of performance upon the Managing Agent.

(d) Liaison. The Board of Directors may designate one of its members as liaison officer who shall be authorized to instruct and deal with the Managing Agent on any matter.

Section 3.4. Organization Meeting. The first meeting of the Board of Directors following the annual meeting of the Association shall be held within thirty days thereafter at such time and place as shall be fixed by the Association at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, provided a quorum of the Board of Directors shall be present thereat.

Section 3.5. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings of the

Board of Directors shall be given to each director, by mail or hand delivery, at least three business days before the day named for such meeting.

Section 3.6. Special Meetings. Special meetings of the Board of Directors may be called by the President on three business days notice to each director, given by mail or hand delivery, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and with like notice on the written request of at least two directors.

Section 3.7. Waiver of Notice. Any director may at any time, in writing signed by such director, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Except in the circumstances described in Section 13.1-867B of the Virginia Code, attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 3.8. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the vote of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.9. Compensation. No director shall receive any compensation from the Association for acting as such; however, the Board of Directors may in its discretion reimburse any director for actual expenses incurred.

Section 3.10. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 3.11. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

ARTICLE IV

Officers

Section 4.1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President shall be a member of the Board of Directors. Any other officers may, but need not, be members of the Board of Directors.

Section 4.2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office until re-elected or until their replacements are elected at the next annual organization meeting of the Board of Directors.

Section 4.3. Removal of Officers. Upon the affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4.4. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Board of Directors, and have all of the general powers and duties which are incident to the office of president of a corporation organized under the Virginia Nonstock Corporation Act. If specifically authorized by the Board of Directors, the President may also be designated the "Mayor" of Five Forks Village, which shall be an honorary title.

Section 4.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President. If specifically authorized by the Board of Directors, the Vice President may also be designated the "Vice Mayor" of Five Forks Village, which shall be an honorary title.

Section 4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board of Directors may direct; maintain a register setting forth the place to which all notices to Owners and Mortgagees requesting notices shall be delivered; upon request by a conveying Owner, deliver statements of all unpaid assessments applicable to the Lot to be conveyed; execute notices of delinquent assessment in accordance with the Declaration; execute notices of and releases of the lien for delinquent assessments as described in the Declaration and, in general, perform all the duties incident to the office of secretary of a corporation organized under the Virginia Nonstock Corporation Act.

Section 4.7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full

and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies and other valuables in the name of the Board of Directors, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors; and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the Virginia Nonstock Corporation Act.

Section 4.8. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such; however, any officer may be reimbursed for actual expenses incurred as such officer.

ARTICLE V

Operation of the Property

Section 5.1. Fiscal Year. The fiscal year of the Association shall be as determined by the Board of Directors.

Section 5.2. Adoption of Budget and Establishment of Assessments.
The Board of Directors shall adopt a budget for any fiscal year as set forth in the Master Declaration and shall establish the amount of the annual assessment for every Member subject thereto. The Board of Directors shall send written notice of each annual budget and assessment amount to every Member at least 15 days in advance of adopting the same. In adopting a budget, the Board of Directors shall establish a reserve fund including a reserve for the deductible on physical damage insurance policies. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year after the initial budget is adopted shall not constitute a waiver or release in any manner of an Owner's obligation to pay his assessment as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner liable therefor shall continue to pay each periodic installment at the rate established for the previous fiscal year until notice of the periodic payment which is due more than ten days after such new annual or adjusted budget shall have been delivered.

Section 5.3. Payment of Assessments. Each Owner liable therefor shall pay the assessments established by the Declaration and these Bylaws. No Owner shall be liable for the payment of any part of the assessment against his Lot and due subsequent to the date of recordation of a conveyance by him in fee of such Lot to a successor Owner (except a conveyance as security for the performance of an obligation). Each Owner waives the benefit of the homestead exemption as to any assessments levied against either the Lot or the Owner. Each such assessment, together with the interest, late charges and costs of collection (including attorneys' fees) shall also be the personal obligation of the Owner at the time the assessment fell due.

Section 5.4. Collection of Assessments. The Board of Directors, or the Managing Agent at the request of the Board of Directors, may take action to collect any assessments due from any Owner. Each defaulting Owner shall also pay all costs of collection, including without limitation attorneys' fees, incurred in the collection of any unpaid assessment and shall also pay any

expense incurred as a result of a check being returned to the Association without payment.

Section 5.5. Statement of Assessments and Access to Records. In addition to complying with the requirements of Section 5.6 of these Bylaws, the Board of Directors shall promptly provide any Owner, contract purchaser or Mortgagee so requesting the same in writing with a written statement of the amount of the regular and any special assessment levied against a Lot and all unpaid assessments due from such Owner. The Association shall keep detailed records of its operation and administration and make the same available for inspection as provided in Section 55-510 of the Virginia Code. The Association may impose and collect a charge, reflecting the actual cost of materials and labor, before providing copies of any books and records to a Member.

Section 5.6. Disclosure Packets. In addition to providing a statement of assessments and making the Association's records available as provided in Section 5.5 of these Bylaws, the Association shall provide to the Owner of a Lot who has contracted to sell the same, within 14 days of the actual receipt by the Association of a written request therefor and receipt of the appropriate fee, a disclosure packet containing all of the documents and other information required under Section 55-512 of the Virginia Code. The Association may charge a fee for the preparation and issuance of each disclosure packet to reflect the actual cost of the preparation thereof, not to exceed \$100.00.

Section 5.7. Maintenance, Repair, Replacement and Other Expenses. The Association shall be responsible for such maintenance, repair and replacement of the Common Areas as is set forth in the Declaration. Unless otherwise determined by the Board of Directors, all repairs and replacements shall be substantially similar to the original construction and installation and shall be of good quality. The method of approving payment vouchers for repairs and replacements performed by the Association shall be determined by the Board of Directors.

ARTICLE VI

Insurance

Section 6.1. General Requirements.

(a) Purchase of Insurance. All insurance policies relating to Common Areas shall be purchased by the Association. Neither the Board of Directors nor the Managing Agent nor the Declarant shall be liable for failure to obtain any coverage required by the Declaration, by this Article VI or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverage is available only at unreasonable cost. „

(b) Required Provisions in Policies. Each insurance policy for the Common Areas shall provide that:

(i) The insurer waives any right to claim (A) by way of subrogation against the Declarant, the Association, the Board of Directors, the Managing Agent or the Owners, and their respective lessees, and (B) invalidity arising from acts of the insured.

(ii) Such policy may not be cancelled, not renewed or substantially modified without at least fifteen (15) days prior written notice of the Association and the Managing Agent, and in the case of physical damage and fidelity insurance, to all Owners and Mortgagees and mortgage loan servicers.

(c) Declarant as Beneficiary. The Declarant, so long as Declarant shall own any Lot, shall benefit from all such policies as an Owner.

(d) Insurance Companies. All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Virginia and, in the case of the physical damage insurance, holding a rating of B/III or better by Best's Insurance Reports.

Section 6.2. Physical Damage Insurance.

(a) All Risk Coverage. The Association shall obtain and maintain a policy of insurance against fire and such other hazards within the meaning of "all risk" insuring the improvements to the Common Areas (including fixtures and building service equipment and personal property), naming the Association as insured for the use and benefit of all Owners in an amount equal to not less than 100% of the then current replacement cost of the improvements to the Common Areas (exclusive of land, excavations, foundations and other items usually excluded from such coverage), such amount to be redetermined annually by the Board of Directors with the assistance of the insurance company affording such coverage. Any deductible shall not exceed the lesser of \$10,000 or 1% of the amount of coverage and such deductible shall be considered in establishing the level of reserves.

(b) Required Provisions. Such policy shall also provide (unless otherwise provided):

(i) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made not to do so.

(ii) The following endorsements (or equivalent) if applicable and available: (A) "contingent liability from operation of building laws", "demolition cost" and "increased cost of construction", (B) "agreed amount" or its equivalent and "inflation guard," and (C) "steam boiler and machinery coverage" within minimum liability per accident of not less than the lesser of the insurable value of the building housing the boiler or machinery or \$2,000,000.

(iii) That any "no other insurance" clause expressly excludes individual Owners' policies from its operation so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual Owners' policies shall be

deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Owners or their Mortgagees, unless otherwise required by law.

(c) Delivery of Policies to Mortgagees. A duplicate original of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder together with proof of payment of premiums shall be delivered by the insurer at least ten days prior to the expiration of the then current policy to any Mortgagee requesting the same.

(d) Prohibited Provisions. The Association shall not obtain a policy where (i) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against any Owner or Mortgagee or mortgage loan services or become a lien on the Properties; or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Association from collecting insurance proceeds.

Section 6.3. Liability Insurance. The Association shall obtain and maintain comprehensive general public liability and property damage insurance in such limits as the Board of Directors may from time to time determine (but not less than \$1,000,000 for bodily injury or property damage), insuring the Association, each member of the Board of Directors, the Managing Agent, each Owner and the Declarant against any liability to the public or to the Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the Common Areas and other areas (if any) under the supervision of the Association including, to the extent applicable and available: host liquor liability, elevator collision liability, comprehensive automobile liability, contractual liability, garage keeper's liability and bailee's liability. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying liability to an Owner because of negligent acts of the Association or of another Owner. The Board of Directors shall review such limits once each year. "Umbrella" liability insurance in excess of the primary limits may also be obtained.

Section 6.4. Other Insurance. The Association shall obtain and maintain:

(i) Fidelity coverage to protect against dishonest acts on the part of officers, directors, employees and agents (including the Managing Agent) of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall: (A) name the Association as an obligee; B) be written in an amount to cover the maximum funds that will be in the custody of the Association or the Managing Agent at any time and in any event not less than three (3) months' aggregate assessments on all Lots plus reserves; and (C) contain waivers of any defense based upon the exclusion of

persons who serve without compensation from any definition of "employee" or similar expression;

(ii) Workmen's compensation and employer's liability insurance if and to the extent necessary to meet the requirements of law and which, if carried, shall name the Managing Agent as an additional insured; and

(iii) Such other insurance as the Board of Directors may determine or as may be requested from time to time by Owners of a majority of the Lots.

Section 6.5. Separate Insurance by Owners. Each Owner shall have the right and responsibility, at his own expense, to obtain insurance for his own Lot and improvements thereon and for his own benefit; provided, however, that no Owner shall be entitled to exercise his right to obtain such insurance coverage so as to decrease the amount which the Association, on behalf of all Owners, may realize under any insurance policy maintained by the Association or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by an Owner. Each Owner shall obtain liability insurance with respect to his Lot in the amount of at least \$100,000. All such policies shall contain waivers of subrogation as against the Association and its Board of Directors, the Declarant and the Managing Agent, and their respective agents and employees. No Owner shall obtain separate insurance policies in conflict with this Section 6.5.

Section 6.6. Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent and attorney-in-fact for each Owner, each Mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Property to adjust and settle all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims and to pursue and settle all claims arising out of the taking by way of eminent domain of any of the Common Area.

ARTICLE VII

Mortgages

Section 7.1. Notice to Board of Directors. An Owner who acquires a Lot shall notify the Board of Directors of his name and address. Any holder or beneficiary of a mortgage or deed of trust on a Lot (a "Mortgagee") may give written notice to the Association of its name and address and the address of the Lot to which its mortgage applies.

Section 7.2. Notice of Default, Casualty or Condemnation. Upon request, the Association shall give notice to any Mortgagee of a default in paying an assessment or any other default with respect to that Mortgagee's Lot which has not been cured within 60 days.

Section 7.3. Other Rights of Mortgagees. Upon request, any Mortgagee shall be entitled to receive written notice of meetings of the Association,

and all Mortgagees or their designees shall be entitled to attend meetings of the Association and shall have the right to speak at such meetings. All Mortgagees shall have the right to examine the books and records of the Association.

Section 7.4. Mortgagees' Approvals. Unless two-thirds of the Mortgagees holding first liens on Lots (voting on the basis of one vote for each Mortgage owned) or two-thirds of the Owners (other than Declarant) of Lots, have given their prior written approval, the Association shall not be entitled to:

(i) By act or omission change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Lots, the maintenance of the Common Area walks, common fences and driveways and the upkeep of lawns and plantings in the Properties; or

(ii) Change the method of determining the obligations, assessments, dues or other charges that may be levied against an Owner of a Lot, provided, however, that the method of determining the assessments against Lots in one Section may differ from the method for Lots in other Sections;

(iii) By act or omission, seek to abandon, partition, subdivide, mortgage, sell or transfer the Common Areas (except that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Properties shall not be deemed a transfer within the meaning of this clause);

(iv) Use hazard insurance proceeds for losses to any portion of the Common Areas for other than the repair, replacement or reconstruction of the Common Areas; or

(v) Fail to maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis in an amount at least equal to 100% of the insurable current replacement cost.

Section 7.5. Payment of Charges. First Mortgagees of Lots may:

(i) jointly or singly pay taxes or other charges that are in default and that may have become charges against the Common Areas; and

(ii) pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Common Areas in case of lapse of a policy.

First Mortgagees making such payments are due immediate reimbursement from the Association, and upon request by a First Mortgagee the Association shall execute an agreement reflecting the foregoing in favor of all first Mortgagees of Units.

ARTICLE VIII

Miscellaneous

Section 8.1. Notices. All notices, demands, requests, statements or other communications under these Bylaws shall be in writing and shall be either delivered in person or if sent by U.S. first class mail, postage prepaid, (i) if to an Owner, at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such Owner, or (ii) if to the Association, at c/o Wachovia Bank, N.A., 1401 Main Street, Columbia, South Carolina 29226, attention: Ron W. Paull, or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section, or (iii) if to a Mortgagee, to the address provided by the Owner or to such other address as the Mortgagee may specify by written notice to the Association. all such notices, demands, requests, statements or other communications shall be deemed to have been given upon the earlier of (i) delivery at the appropriate address above, whether in person, by express courier or by mail or (ii) three days after the postmark date of mailing. Rejection or other refusal to accept shall not invalidate the effectiveness of any notice, demand, request, statement or other communication.

Section 8.2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 8.3. Gender, Etc. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 8.4. Construction. These Bylaws are intended to comply with applicable laws and shall be so interpreted and applied. In the event of conflict between the Declaration or the Articles and these Bylaws, the Declaration or Articles shall control.

Section 8.5. Amendments. These Bylaws may be amended (i) by the Board of Directors during the Period of Declarant Control and (ii) thereafter by a vote of at least two-thirds (2/3) of the Class A votes entitled to be cast by Members present at a duly convened meeting at which a quorum is present. For purposes of this Section 8.5, the presence in person or by proxy of Members entitled to cast 50% of the aggregate Class A membership votes shall constitute a quorum; however, to the extent any such amendment would be inconsistent with the Declaration, such amendment shall be adopted in the same fashion as an amendment to the Declaration.

AMENDMENT TO BYLAWS
OF
FIVE FORKS VILLAGE RECREATIONAL CLUB, INC.

This Amendment to the Bylaws of Five Forks Village Recreational Club, Inc. (the "Amendment") is made as of November 1, 2005, by all of the members of the Board of Directors of Five Forks Village Recreational Club, Inc. (the "Club").

WHEREAS, Section 3.2(iii) of the Bylaws of Five Forks Village Recreational Club, Inc. (the "Bylaws") provides that at such time as there are at least 300 Resident Members in the Club, the Board of Directors shall cause the Bylaws to specify whether and under what terms, if any, Nonresident Members will be admitted into the Club or will be permitted to renew their existing memberships; and

WHEREAS, there are at least 300 Resident Members in the Club; and

WHEREAS, Article VIII, Section 8.5 of the Bylaws provides that, throughout the Period of Declarant Control, the Board of Directors shall have the right to amend the Bylaws; and

WHEREAS, the Club is currently within the Period of Declarant Control, as defined in the Bylaws, and all the members of the Board of Directors find that it is in the best interest of the Club to amend the Bylaws as provided below;

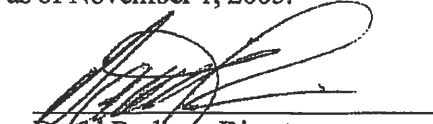
NOW, THEREFORE, the Bylaws are hereby amended as follows:

Section 3.2(iii) of the Bylaws is modified by replacing the section in its entirety with the following language:

(iii) Assess initiation fees against any Nonresident Members and any Members who become Owners after September 10, 1998 in such amount as the Board of Directors, in its sole discretion, deems necessary, for any purpose deemed necessary, including, but not limited to payment on the Recreational Facilities Loan. After the Club's 1998/1999 fiscal year, until there are 300 or more Resident Members of the Club, the dues paid by each Member of the Club (Resident and Nonresident) shall be equal to the total anticipated annual Club Operating Costs, less anticipated initiation fees during such year, divided by 300. The Board of Directors shall specify by resolution, as adopted from time to time, whether and under what terms Nonresident Members will be admitted into the Club or will be permitted to renew their existing memberships. To the extent the foregoing dues and initiation fees are insufficient to cover all of the Club Operating Costs during any year, Declarant shall provide funds to the Club to pay such deficiency; provided, however, that Declarant shall not be required to continue to pay such deficiency

after the Club has 300 resident Members or after the Class B membership in the Club terminates. Notwithstanding the foregoing, for so long as the Recreational Facilities Loan remains outstanding, all initiation fees shall be dedicated toward payment of the Recreational Facilities Loan.

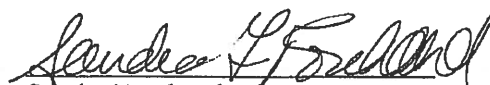
WITNESS the following signatures as of November 1, 2005.



David Rudger, Director



Bill Williams, Director



Sandra Forehand, Director

UNANIMOUS CONSENT OF THE
BOARD OF DIRECTORS OF
FIVE FORKS VILLAGE RECREATIONAL CLUB, INC.
IN LIEU OF MEETING

The undersigned, being all of the members of the Board of Directors of Five Forks Village Recreational Club, Inc., a Virginia non-stock corporation (the "Club"), pursuant to Section 13.1-865 of the Code of Virginia (1950), as amended, do hereby unanimously take and adopt the following actions, in writing, without a meeting:

The Directors unanimously find that it is desirable and in the best interest of the Club to amend the Bylaws by setting forth terms and conditions regarding Nonresident membership in the Club, and accordingly, it is:

RESOLVED, that Section 3.2(iii) of the Bylaws be deleted and that the following Section 3.2(iii) be substituted therefor:

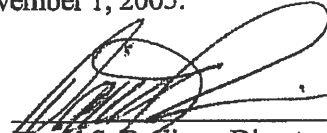
(iii) Assess initiation fees against any Nonresident Members and any Members who become Owners after September 10, 1998 in such amount as the Board of Directors, in its sole discretion, deems necessary, for any purpose deemed necessary, including, but not limited to payment on the Recreational Facilities Loan. After the Club's 1998/1999 fiscal year, until there are 300 or more Resident Members of the Club, the dues paid by each Member of the Club (Resident and Nonresident) shall be equal to the total anticipated annual Club Operating Costs, less anticipated initiation fees during such year, divided by 300. The Board of Directors shall specify by resolution, as adopted from time to time, whether and under what terms Nonresident Members will be admitted into the Club or will be permitted to renew their existing memberships. To the extent the foregoing dues and initiation fees are insufficient to cover all of the Club Operating Costs during any year, Declarant shall provide funds to the Club to pay such deficiency; provided, however, that Declarant shall not be required to continue to pay such deficiency after the Club has 300 resident Members or after the Class B membership in the Club terminates. Notwithstanding the foregoing, for so long as the Recreational Facilities Loan remains outstanding, all initiation fees shall be dedicated toward payment of the Recreational Facilities Loan.

FURTHER RESOLVED, that effective as of May 1, 2005, the Board of Directors of the Club sets forth the following terms and conditions of Nonresident membership, which may be modified from time to time by the Board of Directors in its sole discretion:

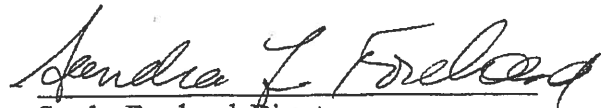
- 1) Nonresident membership is permitted for all households with active membership in the Ashley Grove Civic Club.
- 2) The membership fee, until revised, shall be \$400 per household per season.

- 3) Rights and responsibilities of Nonresident Members are the same as those of Resident Members; provided, however, that Nonresident Members shall not have voting rights.

WITNESS the following signatures as of November 1, 2005:



David S. Rudiger, Director

Bill Williams, Director

Sandra Forehand, Director

***Appendix 02/CCRs-Declaration**
Five Forks Village Community Association

**SECOND AMENDED, RESTATED AND CONSOLIDATED
MASTER DECLARATION OF COVENANTS,
EASEMENTS AND RESTRICTIONS
AND
SUPPLEMENTAL DECLARATION OF COVENANTS,
EASEMENTS AND RESTRICTIONS FOR
SINGLE FAMILY LOTS**

by

CASCADE CREEK HOMES, INC.,
a Virginia corporation

**"FIVE FORKS VILLAGE"
CHESTERFIELD COUNTY, VIRGINIA**

Dated as of December 1, 2014

TAX PARCEL IDS: SEE EXHIBIT A

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EXHIBIT D--Intentionally Deleted		
EXHIBIT E--Airport Proximity Parcel		

THIS SECOND AMENDED, RESTATED AND CONSOLIDATED MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS AND SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR SINGLE FAMILY LOTS, is made as of December 1, 2014, by CASCADE CREEK HOMES, INC., a Virginia corporation (Grantor and Grantee for recording purposes), as successor Declarant to ENCORE HOMES, LLC, a Virginia limited liability company (Grantor and Grantee for recording purposes), and CASCADE CREEK DEVELOPMENT, INC., a Virginia corporation (Grantor and Grantee for recording purposes) as the owner of certain Lots subjected to the Restated Declaration as Additional Area (as hereinafter defined).

RECITALS

A. Pursuant to a Master Declaration of Covenants, Easements and Restrictions dated as of July 26, 1990, recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia (the "Clerk's Office") in Deed Book 2102, page 1805 (as amended from time to time, the "Original Declaration"), Belmont Associates of Five Forks, L.P., a Virginia limited partnership (the "Original Declarant"), subjected certain real property described therein to various covenants, easements and restrictions for benefit of a planned community being developed on such real property known as "Five Forks Village." As originally contemplated, Five Forks Village was to include sections for single family lots as well as sections for cluster housing, multifamily and commercial uses, and separate supplemental declarations were to be recorded for each such section.

B. Pursuant to a Supplemental Declaration of Covenants, Easements and Restrictions for Single Family Lots dated as of July 26, 1990, recorded in the Clerk's Office in Deed Book 2116, page 1591 (as amended from time to time, the "Supplemental Declaration"), the Original Declarant also subjected the first phase of Five Forks Village to additional covenants, easements and restrictions applicable to single family residential lots.

C. Pursuant to a deed dated November 15, 1993, recorded in the Clerk's Office in Deed Book 2456, page 320, Mulberry Corporation ("Mulberry") acquired the real property on which Five Forks Village was to be developed and succeeded to the interest of the Original Declarant under the Original Declaration and the Supplemental Declaration.

D. As provided in the Original Declaration, Mulberry determined to designate a portion of Five Forks Village, more

particularly described in Exhibit C attached hereto, as the "Restricted Recreational Facilities" and to establish a "Club" for the purpose of maintaining and operating the Restricted Recreational Facilities. In addition, the zoning applicable to Five Forks Village has been amended so that none of Five Forks Village will be used for cluster housing, multifamily and commercial uses as originally contemplated by the Master Declaration. As a result, there is no need to provide for separate supplemental declarations for single family or other sections within Five Forks Village as originally contemplated by the Master Declaration. Furthermore, certain portions of the "Additional Area" (as defined in the Original Declaration) have been developed as a part of Five Forks Village but have not yet been subjected to the Original Declaration.

E. Pursuant to an Amended, Restated and Consolidated Master Declaration of Covenants, Easements and Restrictions for Single Family Lots dated May 1, 1998 and recorded in the Clerk's Office in Deed Book 3372, Page 532, as subsequently amended (the "Restated Declaration"), Mulberry amended and restated certain restrictions and covenants for property known as Five Forks Village. [L]

F. Pursuant to a series of deeds from Mulberry Corporation recorded in the Clerk's Office in Deed Book 3372, Page 529; Deed Book 3437, Page 245; Deed Book 3535, Page 991 and Deed Book 3594, Page 930, Encore Homes, LLC acquired the real property on which Five Forks Village was to be developed and succeeded to the interest of the Mulberry as Declarant under the Restated Declaration. Subsequently, Cascade Creek Homes, Inc., pursuant to the deed dated July 6, 2000 and recorded in the Clerk's Office in Deed Book 4700, page 761, acquired the property on which Five Forks Village was to be developed and succeeded to the interest of Encore Homes, LLC as Declarant under the Restated Declaration.

G. Pursuant to various supplements to the Restated Declaration recorded in the Clerk's Office in Deed Book 5510, Page 684; Deed Book 5855, Page 896; Deed Book 5889, Page 752; Deed Book 6509, Page 953; Deed Book 7129, Page 638; and Deed Book 7129, Page 642, Declarant subjected certain additional property to the Restated Declaration (the "Supplemental Restated Declarations").

H. Cascade Creek Homes, Inc. desires to amend the Restated Declaration (i) to remove reference to the Club and (ii) to clarify and update the Restated Declaration in certain other respects, all as more particularly provided hereinafter.

I. Pursuant to Section 9.4 of the Restated Declaration, the "Declarant" is authorized to amend the Restated Declaration without the consent of the other owners of lots in Five Forks Village so long as the Declarant's "Class B" membership continues in the Five Forks Village Community Association, Inc. Cascade Creek Homes, Inc., as successor to the Declarant, continues to be a Class B member of such association and therefore is authorized to amend the Restated Declaration as provided hereinafter.

NOW, THEREFORE, the Restated Declaration is hereby amended by consolidating into one instrument and restating the Restated Declaration and the Supplemental Restated Declarations in their entirety as follows:

Notwithstanding anything to the contrary herein, any and all references to the Club shall be deemed to be references to the Association.

Cascade Creek Homes, Inc. hereby declares that the real estate described in Exhibit A hereto, and such additions thereto as may hereafter be made pursuant to Article II hereof (but as to such additions, subject to any additions, deletions and modifications to the provisions of this Declaration as are made pursuant to Section 2.2), is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, as the same may be amended or supplemented from time to time.

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. As used in this Declaration, the terms listed below shall have the indicated meanings unless otherwise required by the context.

Additional Area shall have the meaning set forth in Section 2.1 of this Declaration.

Architectural Review Committee shall have the meaning set forth in Section 6.1 of this Declaration.

Articles shall mean the articles of incorporation of the Association, as the same may be amended from time to time.

Association shall mean Five Forks Village Community Association, Inc., a Virginia nonstock corporation formed or to be formed by Declarant, and any successor or assign of such corporation.

Bylaws shall mean the bylaws of the Association, as the same may be amended from time to time.

Clerk's Office shall mean the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

Common Area(s) shall mean (i) all real estate specifically designated as "Common Area" or as "Open Space" on recorded plats of the Property or in any amendment to this Declaration or in any other instrument executed by Declarant and recorded in the Clerk's Office, (ii) the Recreational Facilities, (iii) the portion of the Property classified under the Zoning Ordinance as a "Conservation Area", (iv) the portions of the Property designated for "buffers", "scenic easements" or similar purposes on recorded plats of the Property, and (v) all other real property and improvements and facilities now or hereafter owned by the Association which are intended to be devoted to the common use and enjoyment of the Owners. The Common Area includes, without limitation, areas set aside for pedestrian and bicycle paths and other recreational facilities intended to be used by all of the Owners.

County shall mean Chesterfield County, Virginia.

Declarant shall mean Cascade Creek Homes, Inc., a Virginia corporation, and its successors as developers of the Property to

whom Cascade Creek Homes, Inc. has assigned its rights hereunder by instrument(s) recorded in the Clerk's Office as provided in Section 9.7.

Declaration shall mean this Second Amended, Restated and Consolidated Master Declaration of Covenants, Easements and Restrictions and Supplemental Declaration of Covenants, Easements and Restrictions for Single Family Lots, as the same may from time to time be amended, supplemented or restated after the date hereof.

Developer shall mean a builder, contractor, investor, or other person or entity who owns or purchases a vacant Lot for the purpose of resale or for the purpose of construction improvements thereon for resale to a public purchaser.

Lot shall mean any lot which is shown on a recorded subdivision plat of the Property or any portion thereof and on which is constructed or to be constructed a single family, detached residence. The term "Lot" shall not include Common Areas, streets or other portions of the Property dedicated and accepted by a public authority.

Member shall mean every person or entity who holds membership in the Association.

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

Property shall mean that certain real property described in Exhibit A and such additions thereto as may hereafter be subjected in whole or in part to this Declaration by Declarant pursuant to Article II hereof.

Recreational Facilities shall mean the portion of the Property described in Exhibit C attached hereto as a part hereof, together with the improvements and recreational amenities now or hereafter located thereon.

Virginia Code shall mean the Code of Virginia (1950), as in effect on the first date of recordation of this Declaration and as amended from time to time thereafter. If any sections of the Virginia Code referred to in this Declaration are hereafter repealed or recodified, each such reference shall be deemed to apply to the section of the Virginia Code that is the successor to the previous section referred to herein, or, if there is no

successor section, such reference shall be interpreted as if the section had not been repealed.

Zoning Ordinance shall mean the ordinance adopted by the Board of Supervisors of the County on February 24, 1988 (Case No. 87S155), including all proffered conditions incorporated therein, pursuant to which a portion of the real estate described in Exhibit B hereto was rezoned as a Conditional Use Planned Development, as amended by ordinance adopted on December 18, 1996 (Case No. 96SN0201) ("CUPD"), together with all other zoning ordinances, rules and regulations applicable to the Property. If the CUPD ordinance or any other applicable ordinances, rules and regulations in effect on the first date of recordation of this Declaration are subsequently repealed, amended or supplemented in any respect or if any variances or waivers are subsequently granted with respect thereto, the term "Zoning Ordinance" when used in interpreting or applying this Declaration at any point in time shall mean the CUPD ordinance and such other ordinances, rules and regulations as they have been repealed, amended, supplemented, varied or waived as of such point in time.

Section 1.2. Interpretation. For the purpose of construing this Declaration, unless the context indicates otherwise, words in the singular number shall be deemed to include words in the plural number and vice versa, and words in one gender shall be deemed to include words in all other genders. The table of contents, titles to articles and section headings are for convenience only and neither limit nor amplify the provisions of this Declaration.

ARTICLE II ADDITIONS TO THE PROPERTY

Section 2.1. Additional Area. The real estate which is subject to this Declaration as of the first date of its recordation in the Clerk's Office is described in Exhibit A hereto and constitutes the initial phases of the community known as "Five Forks Village" and "Cascade Creek. Declarant contemplates the extension of this Declaration to the real estate described in Exhibit B hereto or portions thereof and the possible extension of this Declaration to other real estate from time to time hereafter designated by the Declarant and located within a one-half (0.5) mile radius of the real estate described in Exhibit B (the real estate described in Exhibit B and such other real estate hereafter designated by Declarant and within such one-half mile radius being collectively referred to as the "Additional Area"). However, Declarant shall not be obligated to

bring all or any part of the Additional Area within the scheme of development established by this Declaration, and no negative reciprocal easement shall arise out of this Declaration so as to benefit or bind any portion of the Additional Area until such portion of the Additional Area is expressly subjected to the provisions of this Declaration in accordance with Section 2.2 below and then such portion of the Additional Area shall be subject to any additions, deletions and modifications as are made pursuant to Section 2.2.

Section 2.2. Right to Subject Additional Area to Declaration. Declarant reserves the right, at its discretion, at such time or times as it shall determine on or before January 1, 2015, to subject the Additional Area, or such portions thereof as Declarant shall determine, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining, to the provisions of this Declaration in whole or in part. Any portion of the Additional Area which is not, on or before January 1, 2015, subjected to the provisions of this Declaration in whole or in part pursuant to this Section 2.2 and thereby constituted a part of the "Property", shall cease to be "Additional Area". Each of the additions authorized pursuant to this Section 2.2 shall be made by Declarant's recording in the Clerk's Office an appropriate instrument describing the portion(s) of the Additional Area subjected to this Declaration. Each such instrument may contain such additions, deletions and modifications to the provisions of this Declaration, including (without limitation) additional or different covenants, easements and restrictions (including a different level of assessments) as may be desired by the Declarant. However, no negative reciprocal easement shall arise out of any additions, deletions or modifications to this Declaration made in the instruments subjecting the Additional Area to this Declaration except as to the real estate expressly subject to such additions, deletions and modifications.

Section 2.3. Power Not Exhausted by One Exercise, Etc. No exercise of the power granted Declarant hereunder as to any portion of the Additional Area shall be deemed to be an exhaustion of such power as to other portion(s) of the Additional Area not so subjected to the provisions hereof. The discretionary right of Declarant to subject the Additional Area to the provisions of this Declaration and to any additional or different covenants, easements and restrictions is not conditioned upon or subject to the approval of other Owners and therefore the requirements set forth in Section 9.4 for amendments to this Declaration shall be inapplicable to this Article II. The failure of Declarant to extend the provisions of

this Declaration to the Additional Area or any portion(s) thereof shall not be deemed to prohibit the establishment of a separate scheme of development (including provisions substantially similar or identical to those contained herein) for such portion(s) of the Additional Area to which this Declaration is not extended.

Section 2.4. Development of Additional Area. The portion(s) of the Additional Area subjected to the provisions of this Declaration may contain additional Common Areas and facilities to be owned and/or maintained by the Association.

Section 2.5. Master Plan. The existence of a master plan for Five Forks Village as part of the Zoning Ordinance or as used by Declarant in developing and/or selling the Property and Lots therein shall not be deemed to constitute a representation by Declarant that the real estate shown thereon shall be developed as depicted on the master plan, and the master plan may be amended from time to time in the sole discretion of Declarant.

ARTICLE III COMMON AREAS

Section 3.1. Obligations of the Association. The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the maintenance, management, operation and control of the Common Areas (except for such portions thereof as are the responsibility of Owners as hereinafter set forth) and all improvements thereon (including fixtures, personal property and equipment related thereto) in accordance with the requirements of the Zoning Ordinance and this Declaration, and the Association shall keep the same in good, clean and attractive condition, order and repair.

Section 3.2. Owners' Rights of Enjoyment and Use of Common Areas. Subject to the provisions of this Declaration, the Articles and Bylaws, every Owner shall have a right of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot. The Common Areas shall be used by Owners only for the purpose or purposes for which the Common Areas may have been improved by Declarant or the Association and subject to any applicable restrictions in the Zoning Ordinance. Any Common Area which has not been improved for a particular use is intended to remain in its natural condition until so improved, and any use thereof by an Owner shall not damage or disturb such natural condition or the enjoyment thereof by other Owners.

Section 3.3. General Limitations on Owners' Rights. The Owners' rights of enjoyment in the Common Areas shall be subject to the following:

(i) the right of the Association to establish reasonable rules and regulations and to charge reasonable admission and other fees for the use of the Common Areas;

(ii) subject to the limitation imposed by the last sentence of Section 55-514C of the Virginia Code, the right of the Association to suspend the right of an Owner to use or benefit from any of the Common Areas for any period during which any assessment against his Lot is delinquent;

(iii) the right of the Association to suspend the right of an Owner to use or benefit from any of the Common Areas for any period during which any other infraction by the Owner of this Declaration or the rules promulgated by the Association pursuant to this Declaration remains uncorrected after the last day of a period established for correction by the Association (such period to be stated in a notice to the Owner together with a statement of the infraction complained of and the manner of its correction) and for not more than sixty days after such correction;

(iv) the right of the Association, subject to the Bylaws, to mortgage any or all of the Common Areas for the purpose of making improvements or repairs thereto;

(v) the right of the Declarant, the Association, subject to the Bylaws, to grant utility easements across the Common Areas as provided in Section 8.1;

(vi) the right of the Association, subject to the Bylaws, to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be desired by the Association;

(vii) the right of the Association, subject to the Bylaws, to suspend a Member's rights to use facilities or services, including utility services, provided directly through the Association for non-payment of assessments which are more than sixty (60) days past due, to the extent that access to the Lot through the Common Areas is not precluded and provided that such suspension shall not endanger the health, safety or property of any owner, tenant or occupant; and

(viii) all of the other easements, covenants and restrictions provided for in this Declaration and applicable to the Common Areas.

Section 3.4. Recreational Facilities. All Recreational Facilities now existing or later established shall be the responsibility of the Association.

Section 3.5. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area to members of his family living on his Lot and to his guests and may transfer such right to his tenants, subject to such rules and regulations and fees as may be established from time to time by the Association, as applicable. When/if an Owner leases a Lot, the Owner must promptly notify the board of directors of the Association by providing a copy of the lease agreement and a list of all occupants to the Managing Agent.

Section 3.6. Damage or Destruction of Common Area by Owner. In the event any Common Area or improvement thereon is damaged or destroyed by an Owner, his tenants, guests, licensees, agents or members of his family, the Association may repair such damage at the Owner's expense. The Association shall repair such damage in a good and workmanlike manner in conformance with the original plans and specifications of the area or improvement involved, or as the Common Area or improvement may have been theretofore modified or altered by the Association, in the discretion of the Association. The cost of such repairs shall become a special assessment upon the Lot of such Owner and shall constitute a lien upon such Owner's Lot and be collectible in the same manner as other assessments set forth herein. Notwithstanding the foregoing, the Owner shall be released of liability for such costs to the extent that the costs are covered by the proceeds of insurance paid under the Association's insurance policies (but only if such release of liability will not invalidate such insurance).

Section 3.7. Rights in Common Areas Reserved by Declarant. Until such time as Declarant conveys a parcel of real estate constituting Common Area to the Association or conveys the Recreational Facilities to the Association, Declarant shall have the right as to that parcel or Recreational Facilities, but not the obligation, (i) to construct such improvements thereon as it deems appropriate for the common use and enjoyment of Owners, including, without limitation, directional signs, pedestrian and bicycle trails, playgrounds, swimming pools, tennis courts and other recreational facilities, (ii) to maintain such Common Area

in neat condition and repair, including mowing and removing underbrush and weeds, and (iii) to use the Common Area for other purposes not inconsistent with the provisions of this Declaration.

Section 3.8. Title to Common Area. The provisions of this Section shall apply to the Common Areas other than the Recreational Facilities. Declarant may retain legal title to the Common Areas or portions thereof, but notwithstanding any provision herein to the contrary, Declarant shall convey each Common Area to the Association, free and clear of all liens but subject to this Declaration and all other easements, conditions and restrictions of record, not later than the later of (i) ten (10) years from the date such Common Area is designated as such by recordation of an appropriate instrument in the Clerk's Office or (ii) January 1, 2000. Owners and the Association shall have all the rights and obligations imposed by this Declaration, the Articles and Bylaws with respect to the Common Areas from and after the time such Common Areas are designated as such by recordation of an appropriate instrument in the Clerk's Office, regardless of whether the Common Areas have been conveyed by the Declarant, and the Association shall be liable from that date for payment of taxes, insurance and maintenance costs with respect thereto.

Section 3.9. Title to Recreational Facilities. Declarant may retain legal title to the Recreational Facilities, but notwithstanding any provision herein to the contrary, Declarant shall convey the Recreational Facilities to the Association, free and clear of all liens but subject to this Declaration and all other easements, conditions and restrictions of record, not later than May 1, 2008. The Association and its members shall have all the rights and obligations imposed by this Declaration, the Articles and the Bylaws with respect to the Recreational Facilities from and after the date hereof, regardless of whether the Recreational Facilities have been conveyed by the Declarant, and the Association shall be liable from that date for payment of taxes, insurance, maintenance costs and other operating costs with respect thereto.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 4.1. Owners as Members of Association. Every Owner of a Lot shall be a Member of the Association. Membership shall not be separated from ownership of any Lot. Upon the closing of the sale of a Lot, the membership of the selling Owner shall

cease and the purchasing Owner shall become a member of the Association.

Section 4.2. Classes of Membership in Association. The Association shall have two classes of voting membership:

Class A. Class A Members of the Association shall be all Owners including Declarant. Class A Members (except Declarant) shall be entitled to cast one vote for each Lot that they own. Declarant as a Class A Member shall be entitled, for each Lot which it owns, to ten votes, but only for so long as Declarant is also the Class B Member. After the Class B membership terminates, Declarant as a Class A Member shall be entitled to the same number of votes as other Class A Members.

Class B. The Class B Member of the Association shall be Declarant, who shall be entitled to cast the Class B vote. The Class B membership shall terminate on the earliest of the following:

(a) the date on which Declarant ceases to own any of the real estate described in Exhibit B hereto;

(b) the date on which Declarant executes and records in the Clerk's Office an amendment to this Declaration terminating the Class B membership (which amendment shall not require the consent of any other Owners as provided in Section 9.4); or

(c) January 1, 2015.

Section 4.3. Suspension of Voting Rights. The Board of Directors of the Association may suspend the voting rights of any Member subject to assessment under this Declaration during the period when any such assessment shall be delinquent, but upon payment of such assessment the voting rights of such Member shall automatically be restored.

Section 4.4. Articles and Bylaws to Govern; Property Owners' Association Act. Except to the extent expressly provided in this Declaration, all of the rights, powers and duties of the Association and the Members, including the Member's voting rights, shall be governed by the Articles and the Bylaws. The Articles provide, among other things, that the Class B Member shall appoint the members of the Board of Directors of the Association until the Class B membership terminates. However, in the event of any conflict or inconsistency between the provisions of this Declaration and the provisions of the Articles or Bylaws,

this Declaration (to the extent applicable) shall control. In addition to all of the rights, powers and duties of the Association provided in this Declaration, the Association shall have all of the rights, powers and duties provided in the Property Owners' Association Act, Section 55-508 et seq. of the Virginia Code.

Section 4.5. INTENTIONALLY DELETED.

ARTICLE V
ASSESSMENTS

Section 5.1. Creation of the Lien and Personal Obligation for Assessments. Declarant, for each Lot owned within the Property, hereby covenants (subject to Sections 5.5, 5.7 and 5.10), 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, to pay to the Association assessments as set forth in this Declaration and in the Bylaws. The assessments, together with interest thereon, late charges and costs of collection including attorney's fees, shall be a continuing lien upon the Lot against which each such assessment is made in order to secure payment thereof and shall also be the personal obligation of the party who was the Owner of the Lot at the time the assessment fell due. No Owner may waive or otherwise avoid liability for the assessments provided herein by nonuse of the Common Areas or abandonment of his Lot. Each assessment that is not paid when due shall bear interest at the rate established by the Association, which rate shall not exceed the maximum rate permitted by applicable law. Each assessment that is not paid within seven (7) days of its due date shall incur a late charge equal to the greater of \$10.00 or 5% of the delinquent assessment.

Section 5.2. Purpose of Assessments. The assessments levied by the Association shall be used for the management, maintenance, improvement, care, operation, renovation, repair and replacement of the Common Areas and improvements thereon, including the Recreational Facilities, and other property owned or acquired by the Association of whatsoever nature, for the discharge of all real estate taxes and other levies and assessments against the Common Areas and improvements thereon and other property owned or acquired by the Association, for the procurement of insurance by the Association, for the establishment of reserves with respect to the Association's obligations, for the discharge of such other obligations as may be imposed upon or assumed by the Association pursuant to this

Declaration, and for such other purposes as may be authorized by or pursuant to the Articles or Bylaws.

Section 5.3. Regular Assessments. Regular assessments (i.e., all assessments other than those provided for in Section 5.4) shall be established and increased or decreased from time to time by the Board of Directors of the Association pursuant to the Bylaws. Regular assessments shall be levied on an annual basis, but the Board of Directors may, at its option, provide for payment in installments. The Association may also assess initiation fees against any members who are not Owners as of the date of this Declaration.

Section 5.4. Special Assessments. In addition to the regular assessments, the Board of Directors of the Association may levy a periodic special assessment for the purposes and in accordance with the requirements provided in Section 55-514 of the Virginia Code.

Section 5.5. Assessment Rate. Except as otherwise expressly provided in this Declaration, both regular and special assessments shall be allocated to Lots at a uniform rate.

Section 5.6. Loans from Declarant. If the funds available to the Association from regular and special assessments are not sufficient to defray expenses incurred by the Association, then subject to the terms and conditions hereafter set forth, Declarant may, at its option, lend funds to the Association to enable it to defray such expenses. Such loans by Declarant shall be subject to the following terms and conditions:

(a) Maximum Loan. The aggregate outstanding principal balance at any one time of the loans which may be made by Declarant to the Association shall not exceed \$25,000.00; provided, however, that Declarant may lend the Association principal amounts such that the outstanding principal balance at any one time of the loans may be in excess of \$25,000.00 upon the approval of a majority of the votes of the Class A Members voting in person or by proxy at a meeting duly called for this purpose.

(b) Type Loan and Interest Rate. Such loans shall be unsecured and shall not bear interest at a rate in excess of 2% per annum above the prime rate of interest announced from time to time by Central Fidelity Bank or its successors. No such loan shall be made for the purpose of construction of additional capital improvements to the Common Areas.

(c) Prepayment. Such loans may be prepaid in whole or in part at any time without penalty.

(d) Payment. Interest only on such loans shall be payable in such installments as Declarant elects. The principal balance of any such loans together with all accrued interest thereon shall be due on demand and if demand is not otherwise made shall become due and payable in full on the first to occur of (i) four years from its date or (ii) one year after the date that Declarant's Class B membership in the Association terminates.

Section 5.7. Date of Commencement of Regular Assessment. Subject to Section 5.11, the regular assessment provided for herein shall commence as to each Lot on the first day of the month following the first conveyance of the Lot to an Owner who purchases the same for his residence. The first regular assessment on a Lot shall be adjusted according to the number of months remaining in the calendar year.

Section 5.8. Effect of Nonpayment of Assessments; Remedies of Association. The lien of the assessments provided for in this Declaration may be perfected and enforced in the manner provided in Section 55-516 of the Virginia Code. A statement from the Association showing the balance due on any assessment shall be prima facie proof of the current assessment balance and the delinquency, if any, due on a particular Lot. If an annual or other assessment is payable in installments, the Association may accelerate the remaining installments upon a default by an Owner in paying any of the installments. The Association also may bring an action at law against any Owner personally obligated to pay the same, either in the first instance or for deficiency following foreclosure, and interest, late charges and costs of collection including attorney's fees shall be added to the amount of such assessment and secured by the assessment lien.

Section 5.9. Subordination of Lien to Mortgages. The lien upon each of the Lots securing the payment of the assessments shall have the priority set forth in Section 55-516A of the Virginia Code.

Section 5.10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments and liens created herein: (i) any property used as a "sales center" for Five Forks Village, Cascade Creek, or for similar purposes, (ii) all Property dedicated and accepted by a public authority; (iii) all Common Areas; (iv) all Property wholly

exempt from real estate taxation by state or local governments upon the terms and to the extent of such legal exemption.

Section 5.11. Annual Budget. The Board of Directors shall adopt an annual budget for each fiscal year, which budget shall provide for the annual level of assessments (including provision for reserves, including physical damage insurance deductibles) and an allocation of expenses. There shall be no responsibility for the payment of assessments until after the Board of Directors adopts its initial annual budget.

Section 5.12. Assessment of Charges for Violations. The Association may assess charges against any Owner for any violation of the Declaration, the Bylaws or other rules of the Association for which the Owner or his family members, tenants, guests or other invitees are responsible, subject to and as provided in Section 55-513.B. of the Virginia Code.

ARTICLE VI ARCHITECTURAL CONTROL

Section 6.1. Architectural Review Committee. There is hereby established a committee (the "Architectural Review Committee") for the purpose of reviewing and, as appropriate, approving or disapproving all Plans (hereinafter defined) submitted by Owners in accordance with this Article VI. The Architectural Review Committee shall be composed of three persons from time to time appointed by Declarant so long as its Class B membership in the Association continues or by the Board of Directors of the Association from and after the date on which the Class B membership terminates or Declarant delegates this responsibility to the Association; provided, however, that for so long as the Class B membership in the Association continues, Declarant may, at its option, appoint the property management company for the Property or any other person or entity selected by Declarant as the Architectural Review Committee in lieu of having three members on the Architectural Review Committee. The members of the Architectural Review Committee shall serve for such terms as may be determined by Declarant or the Board of Directors of the Association, as the case may be.

Section 6.2. Plans to be Submitted. Before commencing the construction, erection or installation of any building, fence, wall, animal pen or shelter, exterior lighting, sign, mailbox or mailbox support, improvement or other structure (each of the foregoing being hereinafter referred to as an "Improvement") on a Lot, including any site work in preparation therefor, and before commencing any alteration, enlargement, demolition or removal of

an Improvement or any portion thereof in a manner that alters the exterior appearance (including paint color) of the Improvement or of the Lot on which it is situated, each Owner shall submit to the Architectural Review Committee a proposed construction schedule and at least two sets of plans and specifications of the proposed construction, erection, installation, alteration, enlargement, demolition or removal, which plans and specifications shall include (unless waived by the Architectural Review Committee): (i) a site plan showing the size, location and configuration of all Improvements, including driveways and landscaped areas, and all setback lines, buffer areas and other features required under the Zoning Ordinance, (ii) as to Improvements initially constructed on a Lot, landscaping plans showing the trees to be removed and to be retained and shrubs, plants and ground cover to be installed and (iii) architectural plans of the Improvements showing exterior elevations, construction materials, exterior colors, driveway material and such other information as the Architectural Review Committee in its discretion shall require (collectively, the "Plans"). The Architectural Review Committee shall not be required to review any Plans unless and until the Plans contain all of the foregoing items. The Plans and the proposed construction schedule may be submitted to the Architectural Review Committee at the address of Declarant in the same manner as notices are to be sent to Declarant pursuant to Section 9.5, for so long as all of the members of the Architectural Review Committee are appointed by Declarant, and thereafter the Plans and the proposed construction schedule may be submitted to the Architectural Review Committee at the address of the Association in the same manner as notices are to be sent to the Association pursuant to Section 9.5.

Section 6.3. Consultation with Architects, etc.;
Administrative Fee. In connection with the discharge of its responsibilities, the Architectural Review Committee may engage or consult with architects, engineers, planners, surveyors, attorneys and others. Any person seeking the approval of the Architectural Review Committee agrees to pay all reasonable fees thus incurred by the Architectural Review Committee and further agrees to pay an administrative fee to the Architectural Review Committee in such amount as the Architectural Review Committee may from time to time reasonably establish. The payment of all such fees is a condition to the approval or disapproval by the Architectural Review Committee of any Plans, and the commencement of review of any Plans may be conditioned upon the payment of the Architectural Review Committee's estimate of such fees.

Section 6.4. Approval of Plans. The Architectural Review Committee shall not approve the Plans for any Improvement that

would violate any of the provisions of this Declaration. In all other respects, the Architectural Review Committee may exercise its sole discretion in determining whether to approve or disapprove any Plans, including, without limitation, the location of an Improvement on a Lot. Notwithstanding anything contained herein to the contrary, the Architectural Review Committee shall not have the right to approve any changes to the landscaping on any Lot except upon the initial construction of Improvements on such Lot. If the Architectural Review Committee does not approve or disapprove, or approve subject to conditions, any Plans or proposed construction schedule within 60 days after it receives the same in compliance with Section 6.2 and any fees to which it is entitled under Section 6.3, such Plans (or construction schedule, as the case may be) shall be deemed approved.

Section 6.5. No Structures to be Constructed, etc. Without Approval. No Improvement shall be constructed, erected, installed or maintained on any Lot, nor shall any Improvement be altered, enlarged, demolished or removed in a manner that alters the exterior appearance (including paint color) of the Improvement or of the Lot on which it is situated, unless the Plans and construction schedule therefor have been approved by the Architectural Review Committee. After the Plans therefor have been approved, all Improvements shall be constructed, erected, installed, maintained, altered, enlarged, demolished or removed strictly in accordance with the approved Plans. Upon commencing the construction, erection, installation, alteration, enlargement, demolition or removal of an Improvement, all of the work related thereto shall be carried on with reasonable diligence and dispatch and in accordance with the construction schedule approved by the Architectural Review Committee.

Section 6.6. Standards May Be Established. The Architectural Review Committee may, in its discretion, establish standards to be used in considering whether to approve or disapprove Plans. Such standards may include, without limitation, uniform standards for signage and mailboxes and mailbox supports. However, nothing contained in this Declaration shall require the Architectural Review Committee to approve the Plans for Improvements on a Lot on the grounds that the layout, design and other aspects of such Improvements are the same or substantially the same as the layout, design and other aspects of Improvements approved by the Architectural Review Committee for another Lot.

Section 6.7. Limitation of Liability. The approval by the Architectural Review Committee of any Plans, and any requirement by the Architectural Review Committee that the Plans be modified,

shall not constitute a warranty or representation by the Architectural Review Committee of the adequacy, technical sufficiency or safety of the Improvements described in such Plans, as the same may be modified, and the Architectural Review Committee shall have no liability whatsoever for the failure of the Plans or the Improvements to comply with applicable building codes, laws and ordinances or to comply with sound engineering, architectural or construction practices. In addition, in no event shall the Architectural Review Committee have any liability whatsoever to an Owner, a contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the Architectural Review Committee's approval, disapproval or conditional approval of any Plans.

Section 6.8. Other Responsibilities of Architectural Review Committee. In addition to the responsibilities and authority provided in this Article VI, the Architectural Review Committee shall have such other rights, authority and responsibilities as may be provided elsewhere in this Declaration and in the Bylaws or as assigned by the Board of Directors of the Association.

Section 6.9. Declarant Approval. Notwithstanding anything contained in this Article VI or elsewhere in this Declaration to the contrary, so long as Declarant or an entity related to Declarant is a Class A Member, Declarant may, at Declarant's option, review Plans presented by a Developer or Declarant's own Plans for construction of any Improvements without submission to the Architectural Review Committee, and if approved by Declarant, which approval shall be within the sole discretion of Declarant, such approval shall be deemed to satisfy the approvals required by this Article. Such approval may be conditioned upon such requirements as Declarant may determine. Provided the Declarant has approved the Plans, submission of such Plans to, and approval of same by, the Architectural Review Committee shall not be required. The limitation of liability contained in Section 6.7 shall apply to decisions made by the Developer under this Section.

ARTICLE VII RESTRICTIONS

Section 7.1. Use of Property. The Property shall be used only for the purposes permitted by the Zoning Ordinance. In addition, the Lots shall be used only for single family residential purposes. To the extent such restriction is permitted by law, no Lot may be used for a group home, halfway

house or similar facility in which the residents are under the supervision or care of an unrelated person. A private office may be maintained in any house or accessory building on a Lot, but no such office may be open to the public unless it complies with the Zoning Ordinance and is expressly authorized in writing by the Association after giving due consideration to the residential character of the Property and the traffic such office may generate. No other nonresidential use shall be permitted on the Lots.

Section 7.2. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Property, nor shall anything be done which may become a nuisance or annoyance to other Owners.

Section 7.3. Appearance. All Lots and the Improvements thereon shall at all times be maintained in a good, clean, attractive condition, order and repair consistent with a high quality development.

Section 7.4. Offstreet Parking. Each Owner shall provide adequate space for the parking of automobiles on his Lot rather than on the street or road on which his Lot fronts. Each Owner shall comply with such parking restrictions as may apply to any public road within the Property.

Section 7.5. Water and Sewer. The principal building(s) on each Lot shall be connected to the public water and sewer systems. No septic system shall be constructed on any Lot.

Section 7.6. Dumping on Common Areas. Without the approval of the Board of Directors of the Association, no Owner shall dump or otherwise dispose of or place trash, garbage, debris or any unsightly or offensive materials on the Common Areas, nor shall any Owner permit any member of his family or any of his guests, tenants, licensees or agents to do so.

Section 7.7. Setback Lines, etc. The Zoning Ordinance establishes certain minimum setback lines and buffer areas applicable to the Property. All such setback lines and buffer areas as applicable shall be shown on the subdivision plats of the Property from time to time recorded in the Clerk's Office, and no Improvements shall be constructed within such setback and buffer areas except to the extent permitted by the Zoning Ordinance.

Section 7.8. Permitted Buildings. No buildings shall be constructed or permitted to remain on a Lot except for one single

family, detached house and, unless otherwise permitted by the Architectural Review Committee, one single-story, accessory building such as a detached garage. The accessory building may not be constructed before construction of the house. No rooms or other portions of a house or accessory building may be leased or subleased unless the entire Lot and all improvements thereon are leased or subleased to the same party.

Section 7.9. Model Homes. Notwithstanding anything contained in this Declaration to the contrary, Declarant may use any houses or accessory buildings on Lots as models and may grant permission to any builder to use a specific house or accessory building on a Lot as a model, subject to such rules and regulations as Declarant may impose in its sole discretion.

Section 7.10. Completion of Houses. Each house and accessory building on a Lot shall be completed as to the exterior thereof within one year after the construction thereof is commenced, subject only to delays caused by strikes, acts of God and other causes beyond the Owner's or the builder's reasonable control. No house or accessory structure may be used or occupied in violation of applicable laws and ordinances.

Section 7.11. Construction Trailers, Etc. No construction trailer or other temporary shelter shall be placed on or near a Lot before or during construction of the house or other improvements, without the prior permission of the Architectural Review Committee. Any such construction trailer or temporary shelter shall be promptly removed after completion of construction, and no mobile home or temporary shelter shall thereafter be placed or maintained on the Lot.

Section 7.12. Boats, Trailers, Etc. Subject to Section 7.11, the parking or maintenance of any boat, trailer, bus, camper, recreational vehicle, utility trailer, commercial vehicle (other than automobiles, light weight vans and pickup trucks, and similar vehicles which are used for personal as well as commercial purposes) or oversized vehicle on any street, Common Area or Lot shall be governed by any applicable restrictions or requirements of the architectural standards established by the Architectural Review Committee.

Section 7.13. Subdivision of Lots. No Lot shall be subdivided into two or more Lots, nor shall the boundary lines of a Lot be changed, without the prior consent of the Association, except as otherwise provided in this Section. Notwithstanding the foregoing, Declarant hereby reserves the right to resubdivide one or more Lots owned by it and thereby combine or reconfigure

such Lots or otherwise modify the boundary lines thereof; provided, however, that each resulting Lot shall comply with the minimum area and other requirements of the Zoning Ordinance. Each of the lots resulting from such resubdivision as shown on a recorded plat approved by the County shall constitute a "Lot" for purposes of this Declaration.

Section 7.14. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any house except that not more than three dogs, cats or other usual household pets may be kept or maintained if they do not constitute an annoyance to other Owners and they are not kept or maintained for commercial purposes; provided, however, that the Association may make reasonable rules and regulations regarding such household pets. The foregoing restriction as to the number of household pets shall not apply to those household pets which are kept at all times within the residence and are not permitted outside. No dog shall be allowed to remain unleashed at any time except when fenced or kept in a pen or within the Owner's residence.

Section 7.15. Antennas. Except as otherwise provided in the Federal Communications Act of 1996, as it may be amended from time to time, or as otherwise required by applicable law, no television antenna, satellite dish or other antennas or receivers shall be erected or maintained on the exterior of any Lot without the prior approval of the Architectural Review Committee.

Section 7.16. Clothes Lines. The installation or use of clothes lines or other clothes drying apparatus outside of a house shall be governed by any applicable restrictions and requirements of the architectural standards established by the Architectural Review Committee.

Section 7.17. Signs. After a Lot is conveyed to an Owner who purchases the same for his residence, no sign shall be erected or maintained on such Lot except for signs required by law (such as a building permit) and except for one unlighted sign not greater than two feet by three feet advertising the Lot for sale or, during the construction of Improvements on the Lot, the name of the builder.

Section 7.18. Trees; Excavation. The removal of trees from any Lot and the alteration of the topography of a Lot by removal, excavation, fill or any other means shall be governed by any applicable restrictions or requirements of the architectural standards established by the Architectural Review Committee.

Section 7.19. Underground Utility Lines. All utility lines, wires and pipes located on any Lot shall be buried underground to the extent feasible.

Section 7.20. Trash Receptacles and Collection. All trash cans and other trash receptacles shall be kept or maintained in accordance with any applicable restrictions or requirements of the architectural standards established by the Architectural Review Committee. The Association may, at its option, require that all trash collection companies serving the Lots be approved by the Board of Directors of the Association. In addition, the Association may, at its option, contract with one or more trash collection companies exclusively to serve the Lots, and the costs thereof may be defrayed through assessments on such Lots.

Section 7.21. Fixtures. No fixture or addition, such as awnings, decks and basketball goals, shall be affixed or added to the exterior of any building or structure on a Lot except in accordance with any applicable restrictions or requirements of the architectural standards established by the Architectural Review Committee.

Section 7.22. Swimming Pools. The construction and maintenance of swimming pools on Lots shall be governed by any applicable restrictions or requirements of the architectural standards established by the Architectural Review Committee.

Section 7.23. Alterations in Common Areas, etc. Without the prior approval of the Board of Directors of the Association, no vegetation, landscaping, structure, or other improvement in a Common Area or a street right of way adjacent to a Lot shall be removed, constructed, enlarged, demolished or altered by the Owner of such Lot unless the same was specifically included in the Plans for the Owner's Lot approved by the Architectural Review Committee.

Section 7.24. INTENTIONALLY DELETED.

Section 7.25. Proximity to Airport.

(a) Applicability. The provisions of Section 7.25(b) below, which are derived from the amendment to the Zoning Ordinance adopted on December 18, 1996 (Case No. 96SN0201), shall apply only to the real estate described in Exhibit E attached hereto (the "Southern Parcel"). In addition, none of the provisions of Section 7.25(b) shall encumber the Southern Parcel

or become enforceable as a restriction, covenant and condition of this Declaration until the first to occur of (i) the execution and recordation of an amendment to this Declaration subjecting the Southern Parcel to this Declaration in accordance with Section 2.2 or (ii) the commencement by Declarant of development of the Southern Parcel or any portion thereof as a part of Five Forks Village. The provisions of Section 7.25(b) are currently applicable to the property described in Exhibit A as Cascade Creek, Five Forks Village South Section 4, and Five Forks Village South Section 5. In all other respects, the provisions of Section 7.25(b) shall not be applicable; provided, however, that the foregoing shall not preclude the County from enforcing the Zoning Ordinance as it applies to the Southern Parcel.

(b) Restrictions. All Owners of Lots to be developed in the Southern Parcel are hereby notified that the Southern Parcel is located in close proximity to the Airport. For so long as a sales center is maintained by Declarant for the Property, (i) Declarant shall prepare an advertising brochure showing a vicinity map of the Property or the Southern Parcel and its proximity to the Airport and shall give a copy of such brochure to each prospective purchaser of a Lot in the Southern Parcel owned by Declarant and (ii) Declarant shall display a vicinity map in the sales center identifying the Airport and its proximity to the Property or the Southern Parcel. In addition to the foregoing, the Association shall include a copy of the advertising brochure in the disclosure packet required under Sections 55-511 and 55-512 of the Virginia Code to be delivered to prospective purchasers of Lots.

ARTICLE VIII EASEMENTS

Section 8.1. Utility Easements. Declarant reserves perpetual easements, rights and privileges to install, maintain, repair, replace and remove poles, wires, cables, conduits, pipes, mains, pumping stations, siltation basins, tanks and other facilities, systems and equipment for the conveyance and use of electricity, telephone service, sanitary and storm sewer, water, gas, cable television, drainage and other public conveniences or utilities, upon, in or over those portions of the Property (including Lots and Common Areas) as the Declarant, its successors or assigns may consider to be reasonably necessary (the "Utility Easements"). The Utility Easements shall include the right to cut trees, bushes or shrubbery and such other rights as Declarant or the governmental authority or utility company providing the utilities may require. The utility lines installed

pursuant to the Utility Easements may be installed above or below ground. Declarant shall have the right to convey Utility Easements to other Owners, to governmental authorities or utility companies, to the Association and to any other party or parties.

Section 8.2. Location of Utility Easements. The Utility Easements reserved to or granted by Declarant pursuant to Section 8.1 of this Declaration shall be located (i) as shown on any recorded subdivision plat, (ii) within eight (8) feet of the side lot lines and within twenty (20) feet of the front and rear lot lines of the Lots, (iii) in the rights of way for public streets or (iv) within the Common Areas.

Section 8.3. Bicycle and Pedestrian Paths. Declarant reserves a perpetual easement, right and privilege, and the Association is granted a perpetual easement, right and privilege, to construct, maintain, repair and use a path or road for the passage of bicycles and pedestrians over and across (i) those Lots in Phase I of Five Forks Village that adjoin the Common Area along Five Forks Lane and (ii) Lots 85 and 86 in Phase I of Five Forks Village. Such easement shall be limited to a 15-foot strip along the rear lot lines or side lot lines, as the case may be, adjoining such Common Area and, as to Lots 85 and 86, to a 15-foot strip extending from Baker's Hill Road to the Common Area along the rear of such Lots, the center line of which easement shall be the common boundary line of Lots 85 and 86. Notwithstanding the foregoing, if a path or road has not been constructed for such purposes on any such Lot (other than Lots 85 and 86) at the time a deed is recorded conveying the Lot to a person or persons as their residence or for the construction of their residence (as distinguished from a conveyance to a builder, lender or other party not intending to reside thereon), then the foregoing easement will terminate as to any such Lot upon such conveyance but will continue as to the other Lots not so conveyed; provided, however, that in no event shall such easement along the common boundary line of Lots 85 and 86 terminate upon any conveyance of those Lots. In addition to the foregoing, Declarant reserves a perpetual easement, right and privilege, and the Association is granted a perpetual easement, right and privilege, to construct, maintain, repair and use a path or road for the passage of bicycles and pedestrians over and across any other areas of the Property specifically designated for such uses on a recorded plat of subdivision of the Property or any portion thereof.

Section 8.4. Erosion Control. Declarant reserves a perpetual easement, right and privilege to enter upon any Lot or Common Area, and the Association is granted a perpetual easement,

right and privilege to enter upon any Lot, either before or after a building has been constructed thereon or during such construction, for the purpose of taking such erosion control measures as Declarant or the Association deems necessary to prevent or correct soil erosion or siltation thereon; provided, however, that Declarant or the Association shall not exercise such right unless it has given the Owner of the Lot or the Association (as to the Common Area) at least ten days' prior notice thereof and the Owner or the Association, as the case may be, has failed to take appropriate action to correct or prevent the erosion or siltation problem. The cost incurred by the Association in undertaking such erosion control measures on any Lot shall become a special assessment upon the Lot and shall constitute a lien against the Lot and shall be collectible in the manner provided herein for the payment of assessments. This Section shall not apply to Lots owned by Declarant.

Section 8.5. Maintenance of Lots. Declarant reserves the perpetual easement, right and privilege, and the Association is granted the perpetual easement, right and privilege, to enter upon any Lot, after at least ten days' notice to the Owner thereof, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, dispensing pesticides, herbicides and fertilizer and grass seed, removing trash and taking such other action as the Declarant or the Association may consider necessary to correct any condition which detracts from the overall beauty of the Property or which may constitute a hazard or nuisance. The cost incurred by the Association in taking such action shall constitute a special assessment upon the Lot and shall be collectible in the manner provided herein for the payment of assessments. This Section shall not apply to Lots owned by Declarant.

ARTICLE IX GENERAL PROVISIONS

Section 9.1. Enforcement. Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Without limiting the generality of the foregoing, if any Owner fails to comply with any of the provisions of this Declaration and such failure continues for at least ten days after notice thereof is given to the Owner, then either Declarant or the Association may, but without any obligation to do so, take such action as either of them considers necessary or appropriate (including, without

limitation, entering the Owner's Lot) to correct the noncompliance; provided, however, that judicial proceedings are instituted before any Improvements are altered or demolished. The cost incurred in taking such action shall constitute a special assessment upon the Owner's Lot(s) and shall be collectible in the manner provided herein for the payment of assessments. Failure by the Declarant, the Association or any Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 9.3. Covenants Running with the Property; Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the Property and the Owners, for a term ending on October 10, 2020, after which time they shall be automatically extended for three (3) successive periods of ten (10) years each unless revoked by a recorded instrument executed by the Owners of a majority of the Lots subject hereto. Notwithstanding the foregoing, the provisions of Article VIII shall be perpetual.

Section 9.4. Amendments. Except as otherwise set forth in this Declaration and subject to Section 7.4 of the Bylaws, this Declaration may be amended either (i) by Declarant without the consent of any other Owners for so long as Declarant's Class B membership continues or (ii) by a vote of two-thirds of the Class A votes (including Declarant as to Class A votes held by Declarant) and with the written consent of Declarant for so long as its Class B membership in the Association continues. Notwithstanding the foregoing, the provisions of Article II and of Sections 3.7, 4.2, 5.6, 5.10(i) and 8.1 may not be amended in any event without the written consent of Declarant regardless of whether the Class B membership has terminated. In addition, Declarant shall have the right without the consent of any other Owners to amend this Declaration in any respect as may be necessary or appropriate in order for this Declaration or the Property to comply with applicable laws now or hereafter enacted or to satisfy the requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, as the same may be amended from time to time, with respect to their purchase of mortgage loans secured by Lots.

Section 9.5. Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in

writing and shall either be delivered in person or sent by U.S. first class mail, postage prepaid. Notices to the Declarant shall be sent to Cascade Creek Home, Inc., 544 Newtown Road, Suite 128, Virginia Beach, Virginia 23462, ATTN: General Counsel, or to such other address as the Declarant shall specify by executing and recording an amendment to this Declaration, which amendment shall not require the approval of any other parties as provided in Section 9.4. Notices to the Association or to Owners (other than the Declarant) may be sent to the address which the Bylaws provide shall be used for them. All such notices, demands, requests and other communications shall be deemed to have been given upon the earlier of (i) delivery at the appropriate address specified above, whether in person, by express courier or by mail or (ii) three days after the postmark date of mailing. Rejection or other refusal to accept shall not invalidated the effectiveness of any notice, demand, request or other communication. Notwithstanding the foregoing, any notice of the filing of a memorandum of assessment lien shall be sent in the manner required by Section 55-516C of the Virginia Code.

Section 9.6. Approvals and Consents. All approvals and consents required or permitted by this Declaration (other than approvals or consents given by members of the Association in a vote conducted in accordance with the Bylaws) shall be in writing, shall be signed by the party from whom the consent or approval is sought and, unless otherwise provided herein, may be withheld by such party in its sole discretion.

Section 9.7. Assignment of Declarant's Rights; Termination of Declarant's Liability. Any and all rights, powers, easements and reservations of Declarant set forth herein may be assigned in whole or in part, at any time or from time to time, to the Association, to another Owner or to any other party in Declarant's sole discretion. Each such assignment shall be evidenced by an instrument which shall be recorded in the Clerk's Office. Upon the assignment by any party who is the Declarant hereunder of all of its rights, powers, interests and reservations as Declarant and the assumption by the assignee of such party's rights, liabilities and obligations as Declarant, all liability and obligations under this Declaration of such assigning party as Declarant shall cease and be of no further force or effect; provided, however, that the foregoing shall not affect (i) the liability and obligations, as Declarant, of the assignee or (ii) the rights and obligations, as an Owner, of any assignor who continues as an Owner of one or more Lots.

Section 9.8. Successors and Assigns. The provisions hereof shall be binding upon and shall inure to the benefit of the

Declarant, the Association, and (subject to Article II hereof) the Owners and their respective heirs, legal representatives, successors and assigns.

Section 9.9. Prior Declarations Superseded. Upon the execution and recordation hereof in the Clerk's Office, this Declaration shall amend, consolidate, restate and supersede the Restated Declaration and the Supplemental Restated Declarations in their entirety, and the Restated Declaration and the Supplemental Restated Declarations thereupon shall be of no further force and effect.

[Signatures begin on following page.]

WITNESS the following signatures.

CASCADE CREEK HOMES, INC.

By: [Signature]
Justin R. Boyd, Vice President

CASCADE CREEK DEVELOPMENT, INC.

By: [Signature]
Justin R. Boyd, Vice President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Virginia Beach

29 The foregoing instrument was acknowledged before me this day of December, 2014, by Justin R. Boyd as Vice President of Cascade Creek Homes, Inc., a Virginia corporation, on behalf of the corporation. Justin R. Boyd is personally known to me.

My commission expires 8/31/15

STEFANIE S. WHITE
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 08-31-2015
REGISTRATION NUMBER 294633

[Signature]
Notary Public

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Virginia Beach

29 The foregoing instrument was acknowledged before me this day of December, 2014, by Justin R. Boyd as Vice President of Cascade Creek Development, Inc., a Virginia corporation, on behalf of the corporation. Justin R. Boyd is personally known to me.

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STEFANIE S. WHITE
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 08-31-2015
REGISTRATION NUMBER 294633

[Signature]
Notary Public

EXHIBIT APhase I, Five Forks Village

All those certain parcels of land, together with all improvements thereon and appurtenances thereunto belonging, located in Clover Hill District, Chesterfield County, Virginia, containing 55.509 acres, known as Phase I of Five Forks Village, more particularly described on a plat of subdivision dated February 2, 1990, prepared by Bodie, Taylor and Puryear, Inc., entitled "Five Forks Village, Phase I, Clover Hill District, Chesterfield County, Virginia", which plat is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Plat Book 73, page 1, as amended by "Amended Plat Five Forks Village, Phase I, Clover Hill District, Chesterfield County, Virginia", dated December 5, 1990, recorded in the aforesaid Clerk's Office in Plat Book 74, page 95.

Phase II, Five Forks Village

All those certain parcels of land, together with all improvements thereon and appurtenances thereunto belonging, located in Clover Hill District, Chesterfield County, Virginia, containing 11.4392 acres, known as Phase II of Five Forks Village, more particularly described on a plat of subdivision dated February 23, 1996, prepared by Bodie, Taylor and Puryear, Inc., entitled "Five Forks Village, Phase II, Dale Magisterial District, Chesterfield County, Virginia", which plat is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 90, page 95.

Phase III, Five Forks Village

All those certain parcels of land, together with all improvements thereon and appurtenances thereunto belonging, located in Clover Hill District, Chesterfield County, Virginia, containing 19.958 acres, known as Phase III of Five Forks Village, more particularly described on a plat of subdivision dated June 16, 1997, revised August 27, 1997, prepared by Bodie, Taylor and Puryear, Inc., entitled "Five Forks Village, Phase III, Dale Magisterial District, Chesterfield County, Virginia", which plat is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 97, page 29.

Phase IV, Five Forks Village

All those certain parcels of land, together with all improvements thereon and appurtenances thereunto belonging, located in Dale District, Chesterfield County, Virginia, containing 18.72 acres, known as Phase IV of Five Forks Village, more particularly described on a plat of subdivision dated November 20, 1992, prepared by Bodie, Taylor and Puryear, Inc., entitled "Five Forks Village, Phase IV, Dale District, Chesterfield County, Virginia", which plat is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Plat Book 81, pages 6 and 7.

Phase V, Five Forks Village

All those certain parcels of land, together with all improvements thereon and appurtenances thereunto belonging, located in Dale District, Chesterfield County, Virginia, containing 18.2850 acres, known as Phase V of Five Forks Village, more particularly described on a plat of subdivision dated March 2, 1993, prepared by Bodie, Taylor and Puryear, Inc., entitled "Five Forks Village, Phase V, Dale Magisterial District, Chesterfield County, Virginia", which plat is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Plat Book 80, pages 97-99.

Phase V Resubdivision and Phase VI Additional Acreage, Five Forks Village

All those certain parcels of land, together with all improvements thereon and appurtenances thereunto belonging, located in Clover Hill District, Chesterfield County, Virginia, containing 7.19 acres, known as a Re-subdivision of Phase V Lots 20 thru 30 and Phase VI Additional Acreage of Five Forks Village, more particularly described on a plat of subdivision dated May 10, 1996, revised July 16, 1996 and August 26, 1996, prepared by Bodie, Taylor and Puryear, Inc., entitled "Five Forks Village, A Re-Subdivision of Phase V Lots 20 thru 30 and Phase VI Additional Acreage, Dale Magisterial District, Chesterfield County, Virginia", which plat is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Plat Book 92, page 53.

BEING a portion of the same property conveyed to Belmont Associates of Five Forks, L.P., a Virginia limited partnership, from MLHB Planning Partnership, a Virginia general partnership, by the following deeds: (i) Deed dated April 17, 1989, recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Deed Book 2014, page 204, as corrected by Corrected Deed dated April 17, 1989, recorded in the aforesaid Clerk's Office in Deed Book 2015, page 593, and (ii) Deed dated April 17, 1989, recorded in the aforesaid Clerk's Office in Deed

Book 2014, page 207, as corrected by Corrected Deed dated April 17, 1989, recorded in the aforesaid Clerk's Office in Deed Book 2015, page 597.

Five Forks Village South Section 1

All those certain lots, pieces, or parcels of land, with the improvements thereon and appurtenances thereto belonging, lying, situate, and being in Dale Magisterial District, Chesterfield County, Virginia and being known and numbered as Lots 1 through 69 inclusive, Five Forks Village South Section 1, all as more particularly shown on the plat titled "Five Forks Village South, Section 1, Dale District, Chesterfield County, Virginia" made by Bodie Consulting Engineers and Surveyors, dated July 22, 2002 and revised September 30, 2002, and recorded December 4, 2002 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 130, pages 67 - 71, and to which plat reference is made for a more particular description of the property.

Being a part of the same real estate conveyed to Cascade Creek Homes, Inc., by Deed from Encore Homes, LLC dated July 6, 2000, recorded September 26, 2002, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 4700, page 761.

Five Forks Village South Section 2

All those certain lots, pieces, or parcels of land, with the improvements thereon and appurtenances thereto belonging, lying, situate, and being in Dale Magisterial District, Chesterfield County, Virginia and being known and numbered as Lots 1 through 65 inclusive, Five Forks Village South Section 2, all as more particularly shown on the plat titled "Five Forks Village South, Section 2, Dale District, Chesterfield County, Virginia" made by Bodie Consulting Engineers and Surveyors, dated May 25, 2004 and recorded June 29, 2004 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 145, pages 54-56, and to which plat reference is made for a more particular description of the property.

Being a part of the same real estate conveyed to Cascade Creek Homes, Inc., by Deed from Encore Homes, LLC dated July 6, 2000, recorded September 26, 2002, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 4700, page 761.

Five Forks Village South Section 3

All those certain lots, pieces, or parcels of land, with the improvements thereon and appurtenances thereto belonging, lying, situate, and being in Dale Magisterial District, Chesterfield County, Virginia and being known and numbered as Lots 1 through 82 inclusive, Five Forks Village South Section 3, all as more particularly shown on the plat titled "Five Forks Village South, Section 3, Dale District, Chesterfield County, Virginia" made by Bodie Consulting Engineers and Surveyors, dated May 27, 2004 and recorded July 1, 2004 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 145, pages 61-64, and to which plat reference is made for a more particular description of the property.

Being a part of the same real estate conveyed to Cascade Creek Homes, Inc., by Deed from Encore Homes, LLC dated July 6, 2000, recorded September 26, 2002, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 4700, page 761.

Cascade Creek

All those certain lots, pieces, or parcels of land, with the improvements thereon and appurtenances thereto belonging, lying, situate, and being in Dale Magisterial District, Chesterfield County, Virginia and being known and numbered as Lots 1 through 101 inclusive, Cascade Creek, all as more particularly shown on the plat titled "Cascade Creek" made by Timmons Group, dated April 4, 2005 and recorded on July 15, 2005 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 156, pages 1-8, and to which plat reference is made for a more particular description of the property.

Being a part of the same real estate conveyed to Cascade Creek Development, Inc., by Deed from Old Dominion Iron & Nail, Inc. dated October 7, 2002 and recorded November 6, 2002, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 4765, page 96.

Five Forks Village South Section 4

All those certain lots, pieces, or parcels of land, with the improvements thereon and appurtenances thereto belonging, lying, situate, and being in Dale Magisterial District, Chesterfield County, Virginia and being known and numbered as Lots 1 through 68 inclusive, Five Forks Village South Section 4, all as more particularly shown on the plat titled "Five Forks Village South

Section 4, Dale Magisterial District, Chesterfield County, Virginia" made by Bodie Consulting Engineers and Surveyors, dated October 30, 2003, revised November 10, 2005, and recorded May 22, 2006 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 166, pages 77-78, and to which plat reference is made for a more particular description of the property.

Being a part of the same real estate conveyed to Cascade Creek Homes, Inc., by Deed from Encore Homes, LLC dated July 6, 2000, recorded September 26, 2002, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 4700, page 761.

Five Forks Village South Section 5

All those certain lots, pieces, or parcels of land, with the improvements thereon and appurtenances thereto belonging, lying, situate, and being in Dale Magisterial District, Chesterfield County, Virginia and being known and numbered as Lots 1 through 16 inclusive, Five Forks Village South Section 5, all as more particularly shown on the plat titled "Five Forks Village South Section 5, Dale Magisterial District, Chesterfield County, Virginia" made by Bodie Consulting Engineers and Surveyors, dated March 24, 2004, revised February 10, 2006, and recorded May 22, 2006 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 166, pages 72-76, and to which plat reference is made for a more particular description of the property.

Being a part of the same real estate conveyed to Cascade Creek Homes, Inc., by Deed from Encore Homes, LLC dated July 6, 2000, recorded September 26, 2002, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 4700, page 761.

[See the following pages for Tax Parcel Identification Numbers.]

Filter Criteria : Property Search by Subdivision Where Sub Division Is FIVE FORKS VILLAGE sorted by Legal Description			
Property Address	Parcel ID	Account#	Legal Description
07930 SOUTHFORD TR	762679541800000	314756001	FIVE FORKS VILL PH V RSB LOT 4
07731 CENTERBROOK LN	762680130000000	261783001	FIVE FORKS VILL PH IV 000-001
07725 CENTERBROOK LN	762680230000000	369245001	FIVE FORKS VILL PH IV 000-002
07719 CENTERBROOK LN	762680320000000	303101002	FIVE FORKS VILL PH IV 000-003
07713 CENTERBROOK LN	762679409900000	294736001	FIVE FORKS VILL PH IV 000-004
07707 CENTERBROOK LN	762679489800000	343425001	FIVE FORKS VILL PH IV 000-005
07701 CENTERBROOK LN	762679589800000	213953001	FIVE FORKS VILL PH IV 000-006
07655 CENTERBROOK LN	762680660000000	245621001	FIVE FORKS VILL PH IV 000-007
07649 CENTERBROOK LN	762680750200000	305723001	FIVE FORKS VILL PH IV 000-008
07643 CENTERBROOK LN	762680830300000	333919001	FIVE FORKS VILL PH IV 000-009
07637 CENTERBROOK LN	762680920700000	362764001	FIVE FORKS VILL PH IV 000-010
07631 CENTERBROOK LN	762680971400000	310794001	FIVE FORKS VILL PH IV 000-011
07625 CENTERBROOK LN	763680002200000	357746001	FIVE FORKS VILL PH IV 000-012
07619 CENTERBROOK LN	763680023000000	315799001	FIVE FORKS VILL PH IV 000-013
07613 CENTERBROOK LN	763680033700000	305765001	FIVE FORKS VILL PH IV 000-014
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07612 CENTERBROOK LN	762680864100000	242320001	FIVE FORKS VILL PH IV 000-020
07618 CENTERBROOK LN	762680853300000	327278001	FIVE FORKS VILL PH IV 000-021
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07644 CENTERBROOK LN	762680751900000	312192001	FIVE FORKS VILL PH IV 000-023
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07819 CENTERBROOK PL	762680723500000	350931001	FIVE FORKS VILL PH IV 000-025
07813 CENTERBROOK PL	762680734300000	275789001	FIVE FORKS VILL PH IV 000-026
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07724 CENTERBROOK LN	762680241800000	218409002	FIVE FORKS VILL PH IV 000-046

07730 CENTERBROOK LN	762680151800000	350853002	FIVE FORKS VILL PH IV 000-047
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07507 SOUTHFORD LN	762679906900000	229284001	FIVE FORKS VILL PH V 000-016
07903 SOUTHFORD TR	762679767000000	349598001	FIVE FORKS VILL PH V 000-017
07909 SOUTHFORD TR	762679816300000	300606001	FIVE FORKS VILL PH V 000-018
07915 SOUTHFORD TR	762679835500000	232977003	FIVE FORKS VILL PH V 000-019
07921 SOUTHFORD TR	065050300000020	211542001	FIVE FORKS VILL PH V 000-020
08003 SOUTHFORD TR	065050300000021	211544001	FIVE FORKS VILL PH V 000-021
08009 SOUTHFORD TR	065050300000022	211545001	FIVE FORKS VILL PH V 000-022
08015 SOUTHFORD TR	065050300000023	211546001	FIVE FORKS VILL PH V 000-023
08021 SOUTHFORD TR	065050300000024	211547001	FIVE FORKS VILL PH V 000-024
08023 SOUTHFORD TR	065050300000025	211548001	FIVE FORKS VILL PH V 000-025
08022 SOUTHFORD TR	065050300000026	211549001	FIVE FORKS VILL PH V 000-026
08020 SOUTHFORD TR	065050300000027	211550001	FIVE FORKS VILL PH V 000-027
08014 SOUTHFORD TR	065050300000028	211551001	FIVE FORKS VILL PH V 000-028
08008 SOUTHFORD TR	065050300000029	211552001	FIVE FORKS VILL PH V 000-029
08002 SOUTHFORD TR	065050300000030	211553001	FIVE FORKS VILL PH V 000-030
07916 SOUTHFORD TR	762679645200000	268922001	FIVE FORKS VILL PH V 000-031
07902 SOUTHFORD TR	762679626200000	221137001	FIVE FORKS VILL PH V 000-032
07607 SOUTHFORD LN	762679555800000	211877001	FIVE FORKS VILL PH V 000-033
07613 SOUTHFORD LN	762679485500000	323491002	FIVE FORKS VILL PH V 000-034
07619 SOUTHFORD LN	762679405400000	321217001	FIVE FORKS VILL PH V 000-035
07625 SOUTHFORD LN	762679305300000	342910001	FIVE FORKS VILL PH V 000-036
07913 SOUTHFORD PL	762679404300000	333572001	FIVE FORKS VILL PH V 000-037
07919 SOUTHFORD PL	762679393500000	323249002	FIVE FORKS VILL PH V 000-038
08001 SOUTHFORD PL	762679392700000	282096001	FIVE FORKS VILL PH V 000-039
08007 SOUTHFORD PL	762679391900000	346155001	FIVE FORKS VILL PH V 000-040
08013 SOUTHFORD PL	762679360800000	278577001	FIVE FORKS VILL PH V 000-041
08014 SOUTHFORD PL	762679270800000	270425001	FIVE FORKS VILL PH V 000-042
08012 SOUTHFORD PL	762679191500000	362153001	FIVE FORKS VILL PH V 000-043
07701 SOUTHFORD CT	762679202600000	246294001	FIVE FORKS VILL PH V 000-044
07707 SOUTHFORD CT	762679112200000	278335002	FIVE FORKS VILL PH V 000-045
07816 FIVE FORKS LN	762679119200000	258771001	FIVE FORKS VILL PH V OPEN SP
07611 FIVE FORKS LN	762680106700000	258771001	FIVE FORKS VILL PH I OPEN SP
07800 MILL RIVER LN	761680924800000	281319002	FIVE FORKS VILL PH III 001

07806 MILL RIVER LN	761680844700000	351143001	FIVE FORKS VILL PH III 002
07812 MILL RIVER LN	761680744500000	328338001	FIVE FORKS VILL PH III 003
07818 MILL RIVER LN	761680664300000	350932001	FIVE FORKS VILL PH III 004
07824 MILL RIVER LN	761680594200000	279085001	FIVE FORKS VILL PH III 005
07830 MILL RIVER LN	761680514000000	336232001	FIVE FORKS VILL PH III 006
07836 MILL RIVER LN	761680444000000	360145001	FIVE FORKS VILL PH III 007
07900 MILL RIVER LN	761680363900000	269816001	FIVE FORKS VILL PH III 008
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07924 MILL RIVER LN	761680053300000	339044001	FIVE FORKS VILL PH III 012
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07931 MILL RIVER LN	761680010300000	293385001	FIVE FORKS VILL PH III 015
07925 MILL RIVER LN	761680140400000	285398001	FIVE FORKS VILL PH III 016
07919 MILL RIVER LN	761680211100000	269332001	FIVE FORKS VILL PH III 017
07913 MILL RIVER LN	761680271600000	307559001	FIVE FORKS VILL PH III 018
07907 MILL RIVER LN	761680341900000	289944001	FIVE FORKS VILL PH III 019
07901 MILL RIVER LN	761680422100000	323437001	FIVE FORKS VILL PH III 020
06306 MILL RIVER TC	761680410900000	289471001	FIVE FORKS VILL PH III 021
06312 MILL RIVER TC	761680350100000	309848001	FIVE FORKS VILL PH III 022
06400 MILL RIVER TC	761679269200000	301946001	FIVE FORKS VILL PH III 023
06406 MILL RIVER TC	761679318200000	310720002	FIVE FORKS VILL PH III 024
06412 MILL RIVER TC	761679387500000	311939001	FIVE FORKS VILL PH III 025
06418 MILL RIVER TC	761679446900000	293186001	FIVE FORKS VILL PH III 026
06424 MILL RIVER TC	761679496300000	282087001	FIVE FORKS VILL PH III 027
06430 MILL RIVER TC	761679545600000	281933002	FIVE FORKS VILL PH III 028
06436 MILL RIVER TC	761679645000000	315732001	FIVE FORKS VILL PH III 029
06437 MILL RIVER TC	761679716000000	338010001	FIVE FORKS VILL PH III 030
06431 MILL RIVER TC	761679747100000	285399001	FIVE FORKS VILL PH III 031
06425 MILL RIVER TC	761679677700000	298783002	FIVE FORKS VILL PH III 032
06413 MILL RIVER TC	761679598300000	273724001	FIVE FORKS VILL PH III 033
07827 MILL RIVER CT	761679549400000	268725001	FIVE FORKS VILL PH III 034
07821 MILL RIVER CT	761679639300000	287971001	FIVE FORKS VILL PH III 035
07815 MILL RIVER CT	761679719200000	355730001	FIVE FORKS VILL PH III 036
07809 MILL RIVER CT	761679808900000	261589001	FIVE FORKS VILL PH III 037
07803 MILL RIVER CT	761679889700000	277484002	FIVE FORKS VILL PH III 038
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07808 MILL RIVER CT	761680831500000	251624001	FIVE FORKS VILL PH III 040
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07820 MILL RIVER CT	761680651100000	357805001	FIVE FORKS VILL PH III 042
07826 MILL RIVER CT	761680571100000	294040001	FIVE FORKS VILL PH III 043
07825 MILL RIVER LN	761680562200000	327325002	FIVE FORKS VILL PH III 044
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07801 MILL RIVER LN	761680923000000	279801001	FIVE FORKS VILL PH III 048
07737 FIVE FORKS LN	761680961700000	258771001	FIVE FORKS VILL PH III OPEN SP
07921 SOUTHFORD TR	762679814200000	350081001	FIVE FORKS VILL PH V RSB LOT 1
07927 SOUTHFORD TR	762679782600000	366783001	FIVE FORKS VILL RSB PH V LOT 2

07931 SOUTHFORD TR	762679681500000	318063001	FIVE FORKS VILL PH V RSB LOT 3
07926 SOUTHFORD TR	762679543400000	345106001	FIVE FORKS VILL PH V RSB LOT 5
07920 SOUTHFORD TR	762679594300000	318865001	FIVE FORKS VILL PH V RSB LOT 6
07713 SOUTHFORD CT	762679032600000	340104001	FIVE FORKS VILL PH VI 000-001
07719 SOUTHFORD CT	761679943100000	250859002	FIVE FORKS VILL PH VI 000-002
07725 SOUTHFORD CT	761679914000000	264321001	FIVE FORKS VILL PH VI 000-003
07718 SOUTHFORD CT	761679955000000	246301001	FIVE FORKS VILL PH VI 000-004
07712 SOUTHFORD CT	762679064900000	303260001	FIVE FORKS VILL PH VI 000-005
07912 SOUTHFORD PL	762679174100000	245231001	FIVE FORKS VILL PH VI 000-006
07906 SOUTHFORD PL	762679165000000	325078002	FIVE FORKS VILL PH VI 000-007
07900 SOUTHFORD PL	762679165800000	368232001	FIVE FORKS VILL PH VI 000-008
07707 SOUTHFORD LN	762679066100000	302806001	FIVE FORKS VILL PH VI 000-009
07713 SOUTHFORD LN	761679966300000	357892001	FIVE FORKS VILL PH VI 000-010
07715 SOUTHFORD LN	761679854800000	258771001	FIVE FORKS VILL PH VI COMM ARE

Matching Records : 311

Filter Criteria : Property Search by Subdivision Where Sub Division is FIVE FORKS VILLAGE SOUTH sorted by Legal Description

Property Address	Parcel ID	Account#	Legal Description
05701 SCOTTS BLUFF WY	760678726600000	358476001	FIVE FORKS VIL SOUTH SEC 1 001
05707 SCOTTS BLUFF WY	760678705800000	319117001	FIVE FORKS VIL SOUTH SEC 1 002
05801 SCOTTS BLUFF WY	760678685000000	313507001	FIVE FORKS VIL SOUTH SEC 1 003
05807 SCOTTS BLUFF WY	760678664100000	365964001	FIVE FORKS VIL SOUTH SEC 1 004
05814 SCOTTS BLUFF TR	760678783800000	320012001	FIVE FORKS VIL SOUTH SEC 1 005
05808 SCOTTS BLUFF TR	760678795000000	308070001	FIVE FORKS VIL SOUTH SEC 1 006
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05809 SCOTTS BLUFF TR	760678994700000	359462001	FIVE FORKS VIL SOUTH SEC 1 009
05815 SCOTTS BLUFF TR	760678953600000	309986001	FIVE FORKS VIL SOUTH SEC 1 010
09006 SCOTTS BLUFF LN	761678104200000	335572001	FIVE FORKS VIL SOUTH SEC 1 011
09000 SCOTTS BLUFF LN	761678163100000	328295001	FIVE FORKS VIL SOUTH SEC 1 012
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09101 SCOTTS BLUFF LN	760678762200000	302673002	FIVE FORKS VIL SOUTH SEC 1 017
09107 SCOTTS BLUFF LN	760678682400000	308617002	FIVE FORKS VIL SOUTH SEC 1 018
05901 SCOTTS BLUFF WY	760678602500000	313534001	FIVE FORKS VIL SOUTH SEC 1 019
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09237 SCOTTS BLUFF LN	759678973600000	359213001	FIVE FORKS VIL SOUTH SEC 1 026
09243 SCOTTS BLUFF LN	759678893900000	313018001	FIVE FORKS VIL SOUTH SEC 1 027
09249 SCOTTS BLUFF LN	759678835000000	346635001	FIVE FORKS VIL SOUTH SEC 1 028
09248 SCOTTS BLUFF LN	759678876100000	313282001	FIVE FORKS VIL SOUTH SEC 1 029
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09212 SCOTTS BLUFF LN	760678324900000	323909001	FIVE FORKS VIL SOUTH SEC 1 033
09209 SCOTTS BLUFF CT	760678394700000	318914001	FIVE FORKS VIL SOUTH SEC 1 034
09200 SCOTTS BLUFF LN	760678484300000	338086001	FIVE FORKS VIL SOUTH SEC 1 035
09203 SCOTTS BLUFF CT	760678505200000	349057001	FIVE FORKS VIL SOUTH SEC 1 036
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09226 SCOTTS BLUFF CT	760678247400000	322127001	FIVE FORKS VIL SOUTH SEC 1 038
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05507 TOWNSBURY RD	761679161500000	299795001	FIVE FORKS VIL SOUTH SEC 1 052
05513 TOWNSBURY RD	761679080800000	356829001	FIVE FORKS VIL SOUTH SEC 1 053
05514 TOWNSBURY TR	761678159900000	297966001	FIVE FORKS VIL SOUTH SEC 1 054
05508 TOWNSBURY TR	761679220800000	352150001	FIVE FORKS VIL SOUTH SEC 1 055
05502 TOWNSBURY TR	761679301400000	359270001	FIVE FORKS VIL SOUTH SEC 1 056
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05509 TOWNSBURY TR	761678439300000	358098001	FIVE FORKS VIL SOUTH SEC 1 058
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09000 TOWNSBURY CT	761678377200000	355308001	FIVE FORKS VIL SOUTH SEC 1 061
09001 TOWNSBURY CT	761678306500000	304885001	FIVE FORKS VIL SOUTH SEC 1 062
09007 TOWNSBURY CT	761678206900000	298398001	FIVE FORKS VIL SOUTH SEC 1 063
09013 TOWNSBURY CT	761678147500000	339718001	FIVE FORKS VIL SOUTH SEC 1 064
09019 TOWNSBURY CT	761678078200000	301655002	FIVE FORKS VIL SOUTH SEC 1 065
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09107 TOWNSBURY CT	760678979900000	300855001	FIVE FORKS VIL SOUTH SEC 1 067
05607 TOWNSBURY RD	760678909600000	297839001	FIVE FORKS VIL SOUTH SEC 1 068
05619 TOWNSBURY RD	760678798800000	301474001	FIVE FORKS VIL SOUTH SEC 1 069
08930 COGBILL RD	761678475500000	310944001	FIVE FORKS VIL SOUTH SEC 1 C A
09300 SPRINGMOUNT TR	759678708700000	307642001	FIVE FORKS VIL SOUTH SEC 2 001
09306 SPRINGMOUNT TR	759678649200000	350175001	FIVE FORKS VIL SOUTH SEC 2 002
09312 SPRINGMOUNT TR	759678579700000	338014001	FIVE FORKS VIL SOUTH SEC 2 003
09318 SPRINGMOUNT TR	759679520300000	330338001	FIVE FORKS VIL SOUTH SEC 2 004
09324 SPRINGMOUNT TR	759679460800000	314350002	FIVE FORKS VIL SOUTH SEC 2 005
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09312 KNIGHTWOOD LN	759678397300000	318611001	FIVE FORKS VIL SOUTH SEC 2 027

09318 KNIGHTWOOD LN	759678337700000	310116001	FIVE FORKS VIL SOUTH SEC 2 028
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09406 KNIGHTWOOD LN	759678208500000	333375001	FIVE FORKS VIL SOUTH SEC 2 030
09412 KNIGHTWOOD LN	759678149000000	307290001	FIVE FORKS VIL SOUTH SEC 2 031
09500 KNIGHTWOOD LN	759678079600000	333827001	FIVE FORKS VIL SOUTH SEC 2 032
09506 KNIGHTWOOD LN	759679010300000	307043001	FIVE FORKS VIL SOUTH SEC 2 033
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09524 KNIGHTWOOD LN	758679820300000	344643001	FIVE FORKS VIL SOUTH SEC 2 035
09513 KNIGHTWOOD LN	758678769000000	333185001	FIVE FORKS VIL SOUTH SEC 2 036
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05908 KNIGHTWOOD CT	758678838000000	354293001	FIVE FORKS VIL SOUTH SEC 2 038
05914 KNIGHTWOOD CT	758678826400000	355402002	FIVE FORKS VIL SOUTH SEC 2 039
05915 KNIGHTWOOD CT	758678955500000	312501001	FIVE FORKS VIL SOUTH SEC 2 040
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05900 KNIGHTWOOD PL	759678176500000	305904001	FIVE FORKS VIL SOUTH SEC 2 043
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05918 KNIGHTWOOD PL	759678043800000	307108001	FIVE FORKS VIL SOUTH SEC 2 046
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05919 KNIGHTWOOD PL	759678253100000	335770001	FIVE FORKS VIL SOUTH SEC 2 048
05913 KNIGHTWOOD PL	759678304000000	313082001	FIVE FORKS VIL SOUTH SEC 2 049
05907 KNIGHTWOOD PL	759678304900000	314824002	FIVE FORKS VIL SOUTH SEC 2 050
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05925 SPRINGMOUNT RD	759678621800000	330240001	FIVE FORKS VIL SOUTH SEC 2 056
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05907 SPRINGMOUNT RD	759678674000000	312500002	FIVE FORKS VIL SOUTH SEC 2 059
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05707 SPRINGMOUNT RD	759678868100000	322716002	FIVE FORKS VIL SOUTH SEC 2 065
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05700 SPRINGMOUNT RD	758679782600000	310944001	FIVE FORKS VIL SOUTH SEC 2 0 5
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05413 WILLOW GROVE RD	760679138900000	320358002	FIVE FORKS VIL SOUTH SEC 3 004
09360 SALIX GROVE LN	759679938400000	314610001	FIVE FORKS VIL SOUTH SEC 3 005
09354 SALIX GROVE LN	759679967600000	317033001	FIVE FORKS VIL SOUTH SEC 3 006
09348 SALIX GROVE LN	760679057200000	316049001	FIVE FORKS VIL SOUTH SEC 3 007
09342 SALIX GROVE LN	760679106400000	314754001	FIVE FORKS VIL SOUTH SEC 3 008
09336 SALIX GROVE LN	760679155800000	314650001	FIVE FORKS VIL SOUTH SEC 3 009
09330 SALIX GROVE LN	760679205100000	335955001	FIVE FORKS VIL SOUTH SEC 3 010

09318 SALIX GROVE LN	760679284600000	314611001	FIVE FORKS VIL SOUTH SEC 3 011
09307 SALIX GROVE TR	760679485500000	338528002	FIVE FORKS VIL SOUTH SEC 3 012
09313 SALIX GROVE TR	760679416100000	316142001	FIVE FORKS VIL SOUTH SEC 3 013
09319 SALIX GROVE TR	760679356600000	315468001	FIVE FORKS VIL SOUTH SEC 3 014
09325 SALIX GROVE TR	760679287300000	331037001	FIVE FORKS VIL SOUTH SEC 3 015
09331 SALIX GROVE TR	760679288200000	316543001	FIVE FORKS VIL SOUTH SEC 3 016
09330 SALIX GROVE TR	760679378900000	317510001	FIVE FORKS VIL SOUTH SEC 3 017
09324 SALIX GROVE TR	760679468400000	340374001	FIVE FORKS VIL SOUTH SEC 3 018
09318 SALIX GROVE TR	760679527800000	315309001	FIVE FORKS VIL SOUTH SEC 3 019
09312 SALIX GROVE TR	760679587300000	317034001	FIVE FORKS VIL SOUTH SEC 3 020
09306 SALIX GROVE TR	760679646700000	315825001	FIVE FORKS VIL SOUTH SEC 3 021
09218 SALIX GROVE TR	760679706200000	317208001	FIVE FORKS VIL SOUTH SEC 3 022
09212 SALIX GROVE TR	760679795800000	316050001	FIVE FORKS VIL SOUTH SEC 3 023
09200 SALIX GROVE TR	760679845000000	316442001	FIVE FORKS VIL SOUTH SEC 3 024
09201 SALIX GROVE TR	760679814000000	348683001	FIVE FORKS VIL SOUTH SEC 3 025
09207 SALIX GROVE TR	760679733300000	354993001	FIVE FORKS VIL SOUTH SEC 3 026
09213 SALIX GROVE TR	760679633600000	362532001	FIVE FORKS VIL SOUTH SEC 3 027
09219 SALIX GROVE TR	760679574300000	314750001	FIVE FORKS VIL SOUTH SEC 3 028
09313 SALIX GROVE LN	760679413100000	343060001	FIVE FORKS VIL SOUTH SEC 3 029
09319 SALIX GROVE LN	760679313100000	362358001	FIVE FORKS VIL SOUTH SEC 3 030
09325 SALIX GROVE LN	760679223100000	314827001	FIVE FORKS VIL SOUTH SEC 3 031
09331 SALIX GROVE LN	760679123700000	316270001	FIVE FORKS VIL SOUTH SEC 3 032
09337 SALIX GROVE LN	760679034600000	331786001	FIVE FORKS VIL SOUTH SEC 3 033
09343 SALIX GROVE LN	759679955200000	313519001	FIVE FORKS VIL SOUTH SEC 3 034
09349 SALIX GROVE LN	759679905700000	313518001	FIVE FORKS VIL SOUTH SEC 3 035
09355 SALIX GROVE LN	759679856300000	311736002	FIVE FORKS VIL SOUTH SEC 3 036
09361 SALIX GROVE LN	759679816900000	313661001	FIVE FORKS VIL SOUTH SEC 3 037
05501 WILLOW GROVE RD	759679757400000	315088001	FIVE FORKS VIL SOUTH SEC 3 038
09336 ALCOVE GROVE RD	759679656700000	361846001	FIVE FORKS VIL SOUTH SEC 3 039
09330 ALCOVE GROVE RD	759679716000000	316166001	FIVE FORKS VIL SOUTH SEC 3 040
09324 ALCOVE GROVE RD	759679765200000	316979001	FIVE FORKS VIL SOUTH SEC 3 041
09318 ALCOVE GROVE RD	759679814500000	367726001	FIVE FORKS VIL SOUTH SEC 3 042
09312 ALCOVE GROVE RD	759679863800000	340707001	FIVE FORKS VIL SOUTH SEC 3 043
09306 ALCOVE GROVE RD	759679913100000	314485001	FIVE FORKS VIL SOUTH SEC 3 044
09300 ALCOVE GROVE RD	759679952400000	312248001	FIVE FORKS VIL SOUTH SEC 3 045
09236 ALCOVE GROVE RD	760679042100000	313874001	FIVE FORKS VIL SOUTH SEC 3 046
09230 ALCOVE GROVE RD	760679132000000	313289001	FIVE FORKS VIL SOUTH SEC 3 047
09224 ALCOVE GROVE RD	760679211800000	360151001	FIVE FORKS VIL SOUTH SEC 3 048
09218 ALCOVE GROVE RD	760679291700000	365160001	FIVE FORKS VIL SOUTH SEC 3 049
09212 ALCOVE GROVE RD	760679381600000	313111001	FIVE FORKS VIL SOUTH SEC 3 050
09206 ALCOVE GROVE RD	760679481600000	335049001	FIVE FORKS VIL SOUTH SEC 3 051
09200 ALCOVE GROVE RD	760679540600000	312606001	FIVE FORKS VIL SOUTH SEC 3 052
09201 ALCOVE GROVE RD	760678509700000	315932001	FIVE FORKS VIL SOUTH SEC 3 053
09207 ALCOVE GROVE RD	760678409600000	346819002	FIVE FORKS VIL SOUTH SEC 3 054
09213 ALCOVE GROVE RD	760678319800000	357098001	FIVE FORKS VIL SOUTH SEC 3 055
09219 ALCOVE GROVE RD	760678239900000	308825001	FIVE FORKS VIL SOUTH SEC 3 056
09225 ALCOVE GROVE RD	760678159900000	306388001	FIVE FORKS VIL SOUTH SEC 3 057
09231 ALCOVE GROVE RD	760679060100000	350095001	FIVE FORKS VIL SOUTH SEC 3 058
09237 ALCOVE GROVE RD	759679960400000	325742001	FIVE FORKS VIL SOUTH SEC 3 059
05600 ALCOVE GROVE WY	759679841000000	356068001	FIVE FORKS VIL SOUTH SEC 3 060

09307 ALCOVE GROVE RD	759679771700000	317625001	FIVE FORKS VIL SOUTH SEC 3 061
09313 ALCOVE GROVE RD	759679722300000	317547001	FIVE FORKS VIL SOUTH SEC 3 062
09319 ALCOVE GROVE RD	759679673100000	319435001	FIVE FORKS VIL SOUTH SEC 3 063
09325 ALCOVE GROVE RD	759679613800000	319321001	FIVE FORKS VIL SOUTH SEC 3 064
09331 ALCOVE GROVE RD	759679574500000	320063002	FIVE FORKS VIL SOUTH SEC 3 065
09337 ALCOVE GROVE RD	759679515200000	353583001	FIVE FORKS VIL SOUTH SEC 3 066
05607 ALCOVE GROVE WY	760678309000000	310944001	FIVE FORKS VIL SOUTH SEC 3 0 S
05606 ALCOVE GROVE WY	759679612200000	310944001	FIVE FORKS VIL SOUTH SEC 3 0 S
05419 WILLOW GROVE RD	760679167400000	310944001	FIVE FORKS VIL SOUTH SEC 3 0 S
09307 SALIX GROVE LN	760679542800000	310944001	FIVE FORKS VIL SOUTH SEC 3 0 S
05700 GARDEN RIDGE RD	758680572800000	325662001	FIVE FORKS VIL SOUTH SEC 4 001
05706 GARDEN RIDGE RD	758680502800000	364349001	FIVE FORKS VIL SOUTH SEC 4 002
09807 GARDEN RIDGE PL	758680503800000	272195001	FIVE FORKS VIL SOUTH SEC 4 003
09813 GARDEN RIDGE PL	758680464500000	272195001	FIVE FORKS VIL SOUTH SEC 4 004
09819 GARDEN RIDGE PL	758680405100000	325662001	FIVE FORKS VIL SOUTH SEC 4 005
09825 GARDEN RIDGE PL	758680355700000	272195001	FIVE FORKS VIL SOUTH SEC 4 006
09831 GARDEN RIDGE PL	758680306300000	349891001	FIVE FORKS VIL SOUTH SEC 4 007
09837 GARDEN RIDGE PL	758680196400000	360326001	FIVE FORKS VIL SOUTH SEC 4 008
09836 GARDEN RIDGE PL	758680104700000	342993001	FIVE FORKS VIL SOUTH SEC 4 009
09830 GARDEN RIDGE PL	758680153500000	367671001	FIVE FORKS VIL SOUTH SEC 4 010
09824 GARDEN RIDGE PL	758680253800000	369231001	FIVE FORKS VIL SOUTH SEC 4 011
09812 GARDEN RIDGE PL	758680323300000	272195001	FIVE FORKS VIL SOUTH SEC 4 012
09800 GARDEN RIDGE PL	758680362600000	272195001	FIVE FORKS VIL SOUTH SEC 4 013
05806 GARDEN RIDGE RD	758680182500000	366184001	FIVE FORKS VIL SOUTH SEC 4 014
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05807 GARDEN RIDGE RD	758680280700000	325662001	FIVE FORKS VIL SOUTH SEC 4 016
05801 GARDEN RIDGE RD	758680370900000	331170001	FIVE FORKS VIL SOUTH SEC 4 017
09718 GARDEN RIDGE TC	758679369400000	346708001	FIVE FORKS VIL SOUTH SEC 4 018
09712 GARDEN RIDGE TC	758679368600000	370410001	FIVE FORKS VIL SOUTH SEC 4 019
09706 GARDEN RIDGE TC	758679377900000	359196001	FIVE FORKS VIL SOUTH SEC 4 020
09700 GARDEN RIDGE TC	758679406900000	272195001	FIVE FORKS VIL SOUTH SEC 4 021
09618 GARDEN RIDGE TC	758679435800000	325662001	FIVE FORKS VIL SOUTH SEC 4 022
09612 GARDEN RIDGE TC	758679474700000	368962001	FIVE FORKS VIL SOUTH SEC 4 023
09606 GARDEN RIDGE TC	758679513600000	367721001	FIVE FORKS VIL SOUTH SEC 4 024
09600 GARDEN RIDGE TC	758679592900000	337903001	FIVE FORKS VIL SOUTH SEC 4 025
09601 GARDEN RIDGE TC	758679673700000	272195001	FIVE FORKS VIL SOUTH SEC 4 026
09607 GARDEN RIDGE TC	758679674500000	272195001	FIVE FORKS VIL SOUTH SEC 4 027
05719 GARDEN RIDGE CT	758679615500000	272195001	FIVE FORKS VIL SOUTH SEC 4 028
05713 GARDEN RIDGE CT	758679735400000	363417001	FIVE FORKS VIL SOUTH SEC 4 029
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05706 GARDEN RIDGE CT	758679717900000	370113001	FIVE FORKS VIL SOUTH SEC 4 033
05712 GARDEN RIDGE CT	758679627400000	272195001	FIVE FORKS VIL SOUTH SEC 4 034
05718 GARDEN RIDGE CT	758679547000000	336443001	FIVE FORKS VIL SOUTH SEC 4 035
09707 GARDEN RIDGE TC	758679558100000	364270001	FIVE FORKS VIL SOUTH SEC 4 036
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09719 GARDEN RIDGE TC	758679569700000	272195001	FIVE FORKS VIL SOUTH SEC 4 038
05707 GARDEN RIDGE RD	758680521000000	369268001	FIVE FORKS VIL SOUTH SEC 4 039
05701 GARDEN RIDGE RD	758680601200000	359384001	FIVE FORKS VIL SOUTH SEC 4 040

05600 GARDEN GROVE RD	758680823200000	284874001	FIVE FORKS VIL SOUTH SEC 4 041
09806 GARDEN GROVE CT	758680804200000	341172001	FIVE FORKS VIL SOUTH SEC 4 042
09818 GARDEN GROVE CT	758680765100000	354376001	FIVE FORKS VIL S AMD SEC 4 043
09824 GARDEN GROVE CT	758680725900000	284874001	FIVE FORKS VIL S AMD SEC 4 044
09830 GARDEN GROVE CT	758680666600000	284874001	FIVE FORKS VIL SOUTH SEC 4 045
09836 GARDEN GROVE CT	758680577500000	332847002	FIVE FORKS VIL SOUTH SEC 4 046
09842 GARDEN GROVE CT	758680399000000	343086001	FIVE FORKS VIL SOUTH SEC 4 047
09843 GARDEN GROVE CT	758681470200000	342635003	FIVE FORKS VIL SOUTH SEC 4 048
09837 GARDEN GROVE CT	758680669000000	284874001	FIVE FORKS VIL SOUTH SEC 4 049
09831 GARDEN GROVE CT	758680818000000	368900001	FIVE FORKS VIL SOUTH SEC 4 050
09825 GARDEN GROVE CT	758680897300000	364620001	FIVE FORKS VIL SOUTH SEC 4 051
09819 GARDEN GROVE CT	758680976600000	354295001	FIVE FORKS VIL SOUTH SEC 4 052
09813 GARDEN GROVE CT	759680035600000	359810001	FIVE FORKS VIL SOUTH SEC 4 053
09807 GARDEN GROVE CT	758680994700000	344092001	FIVE FORKS VIL SOUTH SEC 4 054
05530 GARDEN GROVE RD	758680973400000	284874001	FIVE FORKS VIL SOUTH SEC 4 055
05524 GARDEN GROVE RD	759680063800000	284874001	FIVE FORKS VIL SOUTH SEC 4 056
05518 GARDEN GROVE RD	759680154000000	333128001	FIVE FORKS VIL SOUTH SEC 4 057
05512 GARDEN GROVE RD	759680214700000	333388001	FIVE FORKS VIL SOUTH SEC 4 058
05506 GARDEN GROVE RD	759680315100000	284874001	FIVE FORKS VIL SOUTH SEC 4 059
05500 GARDEN GROVE RD	759680434300000	284874001	FIVE FORKS VIL SOUTH SEC 4 060
05501 GARDEN GROVE RD	759680503100000	284874001	FIVE FORKS VIL SOUTH SEC 4 061
05507 GARDEN GROVE RD	759680352400000	284874001	FIVE FORKS VIL SOUTH SEC 4 062
05513 GARDEN GROVE RD	759680252300000	332873002	FIVE FORKS VIL SOUTH SEC 4 063
05519 GARDEN GROVE RD	759680162200000	333099002	FIVE FORKS VIL SOUTH SEC 4 064
05525 GARDEN GROVE RD	759680072000000	284874001	FIVE FORKS VIL SOUTH SEC 4 065
05531 GARDEN GROVE RD	758680991800000	284874001	FIVE FORKS VIL SOUTH SEC 4 066
05537 GARDEN GROVE RD	758680911600000	284874001	FIVE FORKS VIL SOUTH SEC 4 067
05601 GARDEN GROVE RD	758680821500000	284874001	FIVE FORKS VIL SOUTH SEC 4 068
09724 GARDEN RIDGE TC	758679279900000	310944001	FIVE FORKS VIL SOUTH SEC 4 CAA
09725 GARDEN RIDGE TC	758680600500000	310944001	FIVE FORKS VIL SOUTH SEC 4 CAB
05609 GARDEN GROVE RD	759679059900000	310944001	FIVE FORKS VIL SOUTH SEC 4 CAC
05608 GARDEN GROVE RD	758680329600000	310944001	FIVE FORKS VIL SOUTH SEC 4 CAD
05702 GARDEN RIDGE RD	758680146900000	310944001	FIVE FORKS VIL SOUTH SEC 4 CAE
05400 GARDEN GROVE RD	759680525500000	310944001	FIVE FORKS VIL SOUTH SEC 4 CAF
09820 GARDEN GROVE CT	758680795800000	310944001	FIVE FORKS VIL SOUTH SEC 4 CAG
09401 WILLOW GROVE CT	759679426200000	324559001	FIVE FORKS VIL S SEC 5 AMD 001
09407 WILLOW GROVE CT	759679356600000	342677001	FIVE FORKS VIL S SEC 5 AMD 002
09413 WILLOW GROVE CT	759679276900000	323960001	FIVE FORKS VIL S SEC 5 AMD 003
09419 WILLOW GROVE CT	759679267900000	323959001	FIVE FORKS VIL S SEC 5 AMD 004
09418 WILLOW GROVE CT	759679338800000	328796001	FIVE FORKS VIL S SEC 5 AMD 005
09412 WILLOW GROVE CT	759679428800000	331825001	FIVE FORKS VIL S SEC 5 AMD 006
09406 WILLOW GROVE CT	759679498300000	360100001	FIVE FORKS VIL S SEC 5 AMD 007
05506 WILLOW GROVE RD	759679557700000	350084001	FIVE FORKS VIL S SEC 5 AMD 008
09403 WILLOW GROVE PL	759679668400000	344371001	FIVE FORKS VIL S SEC 5 AMD 009
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09420 WILLOW GROVE PL	759680650700000	334279001	FIVE FORKS VIL S SEC 5 AMD 012
09414 WILLOW GROVE PL	759680750900000	350733001	FIVE FORKS VIL S SEC 5 AMD 013
09408 WILLOW GROVE PL	759680800200000	344020002	FIVE FORKS VIL S SEC 5 AMD 014
05424 WILLOW GROVE RD	759679839400000	325588001	FIVE FORKS VIL S SEC 5 AMD 015

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05412 WILLOW GROVE RD	759680941100000	327177001	FIVE FORKS VIL S SEC 5 AMD 016
05418 WILLOW GROVE RD	759680870800000	310944001	FIVE FORKS VIL S SEC 5 AMD CAA
05606 WILLOW GROVE RD	759679246000000	310944001	FIVE FORKS VIL S SEC 5 AMD CAB
Matching Records : 300			

Filter Criteria : Property Search by Subdivision Where Sub Division Is CASCADE CREEK sorted by Legal Description

Property Address	Parcel ID	Account#	Legal Description
05907 SCOTTS BLUFF WY	760678571200000	323235001	CASCADE CREEK 001
09124 CLEARBROOK CT	760678661100000	365086001	CASCADE CREEK 002
09118 CLEARBROOK CT	760678750800000	320261001	CASCADE CREEK 003
09112 CLEARBROOK CT	760678850700000	336033001	CASCADE CREEK 004
09106 CLEARBROOK CT	760678940500000	284874002	CASCADE CREEK 005
09100 CLEARBROOK CT	761677039500000	284874002	CASCADE CREEK 006
09101 CLEARBROOK CT	761677008200000	284874002	CASCADE CREEK 007
09107 CLEARBROOK CT	760677868300000	284874002	CASCADE CREEK 008
09113 CLEARBROOK CT	760677778800000	284874002	CASCADE CREEK 009
09119 CLEARBROOK CT	760677679000000	284874002	CASCADE CREEK 010
06013 SCOTTS BLUFF WY	760677557700000	336148001	CASCADE CREEK 011
09112 CASCADE CREEK LN	760677647500000	345721001	CASCADE CREEK 012
09106 CASCADE CREEK LN	760677757200000	284874002	CASCADE CREEK 013
09100 CASCADE CREEK LN	760677836300000	321740001	CASCADE CREEK 014
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09213 CASCADE CREEK LN	760677205300000	284874002	CASCADE CREEK 021
09219 CASCADE CREEK LN	760677115300000	284874002	CASCADE CREEK 022
09301 CASCADE CREEK LN	760677025000000	284874002	CASCADE CREEK 023
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09407 CASCADE CREEK LN	759677465700000	284874002	CASCADE CREEK 028
09413 CASCADE CREEK LN	759677365900000	284874002	CASCADE CREEK 029
09419 CASCADE CREEK LN	759677276100000	323359001	CASCADE CREEK 030
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09525 CASCADE CREEK LN	758677827500000	356410001	CASCADE CREEK 034
09524 CASCADE CREEK LN	758677869300000	343263001	CASCADE CREEK 035
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09512 CASCADE CREEK LN	759677068900000	337723001	CASCADE CREEK 037
09506 CASCADE CREEK LN	759677168600000	344424001	CASCADE CREEK 038
06006 SPRINGMOUNT RD	759677258400000	325294001	CASCADE CREEK 039
06000 SPRINGMOUNT RD	759677289600000	365303001	CASCADE CREEK 040
09507 SPRING GLEN DR	759678190200000	337470001	CASCADE CREEK 041
09513 SPRING GLEN DR	759678110300000	327189001	CASCADE CREEK 042
09519 SPRING GLEN DR	759678010400000	323904001	CASCADE CREEK 043
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09531 SPRING GLEN DR	758678830800000	323541001	CASCADE CREEK 045
06001 SPRING GLEN CT	758678741000000	321791001	CASCADE CREEK 046
06007 SPRING GLEN CT	758678700200000	321206001	CASCADE CREEK 047

06013 SPRING GLEN CT	758677718800000	318122001	CASCADE CREEK 048
06018 SPRING GLEN CT	758677597700000	361651002	CASCADE CREEK 049
06012 SPRING GLEN CT	758677509200000	318084001	CASCADE CREEK 050
06006 SPRING GLEN CT	758678500400000	317934001	CASCADE CREEK 051
06000 SPRING GLEN CT	758678591400000	350571001	CASCADE CREEK 052
09607 SPRING GLEN DR	758678471200000	355226001	CASCADE CREEK 053
09613 SPRING GLEN DR	758678402000000	321208002	CASCADE CREEK 054
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09606 SPRING GLEN DR	758678513600000	318606001	CASCADE CREEK 056
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09542 SPRING GLEN DR	758678723000000	293357003	CASCADE CREEK 058
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09524 SPRING GLEN DR	758678992300000	369548001	CASCADE CREEK 061
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09506 SPRING GLEN DR	759678251600000	318506001	CASCADE CREEK 064
09500 SPRING GLEN DR	759678351400000	369730001	CASCADE CREEK 065
05931 SPRINGMOUNT RD	759678551000000	324617001	CASCADE CREEK 066
05937 SPRINGMOUNT RD	759678480200000	324616001	CASCADE CREEK 067
06001 SPRINGMOUNT RD	759677459200000	324437001	CASCADE CREEK 068
06007 SPRINGMOUNT RD	759677408100000	325053001	CASCADE CREEK 069
09406 CASCADE CREEK LN	759677487800000	284874002	CASCADE CREEK 070
06020 CASCADE CREEK PL	759677617400000	328671001	CASCADE CREEK 071
06014 CASCADE CREEK PL	759677628300000	347433001	CASCADE CREEK 072
06008 CASCADE CREEK PL	759677629400000	330248001	CASCADE CREEK 073
06002 CASCADE CREEK PL	759678680400000	340623001	CASCADE CREEK 074
06003 CASCADE CREEK PL	759678790200000	332923001	CASCADE CREEK 075
06009 CASCADE CREEK PL	759677869300000	326116001	CASCADE CREEK 076
06015 CASCADE CREEK PL	759677848400000	326182001	CASCADE CREEK 077
06021 CASCADE CREEK PL	759677807300000	347433001	CASCADE CREEK 078
09306 CASCADE CREEK LN	759677907100000	284874002	CASCADE CREEK 079
06012 CASCADE CREEK CT	760677047100000	344831001	CASCADE CREEK 080
06006 CASCADE CREEK CT	759677968300000	335902001	CASCADE CREEK 081
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09212 CASCADE CREEK LN	760677207200000	284874002	CASCADE CREEK 085
09206 CASCADE CREEK LN	760677297500000	284874002	CASCADE CREEK 086
09200 CASCADE CREEK LN	760677407600000	284874002	CASCADE CREEK 087
06006 SCOTTS BLUFF WY	760677378700000	284874002	CASCADE CREEK 088
09201 CLEARBROOK PL	760677399600000	284874002	CASCADE CREEK 089
09207 CLEARBROOK PL	760678300200000	354502001	CASCADE CREEK 090
09213 CLEARBROOK PL	760678200300000	284874002	CASCADE CREEK 091
09219 CLEARBROOK PL	760678110400000	284874002	CASCADE CREEK 092
09225 CLEARBROOK PL	760678020600000	284874002	CASCADE CREEK 093
09231 CLEARBROOK PL	759678900800000	284874002	CASCADE CREEK 094
09236 CLEARBROOK PL	759678851800000	284874002	CASCADE CREEK 095
09230 CLEARBROOK PL	759678922600000	284874002	CASCADE CREEK 096
09224 CLEARBROOK PL	760678032400000	284874002	CASCADE CREEK 097

09218 CLEARBROOK PL	760678132100000	321460001	CASCADE CREEK 098
09212 CLEARBROOK PL	760678221900000	321417001	CASCADE CREEK 099
09206 CLEARBROOK PL	760678321700000	357783001	CASCADE CREEK 100
09200 CLEARBROOK PL	760678411500000	367423001	CASCADE CREEK 101
09131 CLEARBROOK CT	760677569200000	310944001	CASCADE CREEK OPEN SPACE
Matching Records : 102			

EXHIBIT B**Additional Area****PARCEL I**

ALL that certain tract or parcel of land with the improvements thereon and appurtenances thereto belonging, lying and being in Clover Hill District, Chesterfield County, Virginia, and shown as Parcel A (containing 132.4, more or less, acres) on the survey and plat prepared by Bodie, Taylor & Puryear, Inc. Engineers & Surveyors, dated January 10, 1989, last revised March 31, 1989, entitled "Survey and Plat of Four Parcels of Land Containing a Total of 141.3, more or less, Acres located in Clover Hill District, Chesterfield County, Virginia," a copy of which plat is attached to and recorded with the next mentioned deeds.

BEING a portion of the same property conveyed to Belmont Associates of Five Forks, L.P., a Virginia limited partnership, from MLHB Planning Partnership, a Virginia general partnership, by the following deeds: (i) Deed dated April 17, 1989, recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Deed Book 2014, page 204, as corrected by Corrected Deed dated April 17, 1989, recorded in the Clerk's Office in Deed Book 2015, page 593, and (ii) Deed dated April 17, 1989, recorded in the aforesaid Clerk's Office in Deed Book 2014, page 207, as corrected by Corrected Deed dated April 17, 1989, recorded in the aforesaid Clerk's office in Deed Book 2015, page 597.

PARCEL II

ALL those certain tracts or parcels of land, with the improvements thereon and appurtenances thereto belonging, lying and being in Clover Hill District, Chesterfield County, Virginia, and shown as Parcel 1 (containing 115.8, more or less, acres), Parcel 4 (containing 35.62 acres), and Parcel 5 (containing 0.16 acre) on the survey and plat prepared by Bodie, Taylor & Puryear, Inc., Engineers and Surveyors, dated September 19, 1978, last revised March 31, 1989, entitled "Survey and Plat of Five Parcels of Land Containing 173.6, more or less, Acres on Newby's Bridge Road in Chesterfield County, Virginia," a copy of which plat is attached to and recorded with the next mentioned deeds.

BEING a portion of the same property conveyed to Belmont Associates of Five Forks, L.P., a Virginia limited partnership, from MLHB Planning Partnership, a Virginia general partnership,

by the following deeds: (1) Deed dated April 17, 1989, recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Deed Book 2014, page 204, as corrected by Corrected Deed dated April 17, 1989, recorded in the Clerk's Office in Deed Book 2015, page 593, and (ii) Deed dated April 17, 1989, recorded in the aforesaid Clerk's Office in Deed Book 2014, page 207, as corrected by Corrected Deed dated April 17, 1989, recorded in the aforesaid Clerk's office in Deed Book 2015, page 597.

PARCEL III

ALL that certain piece or parcel of land, lying and being in Chesterfield County, Virginia, containing 1.03 acres, and being more particularly described as follows:

BEGINNING at a point on the west line of Belmont Road distant thereon 170.04 feet in a southerly direction from the point (marked by an iron pin) where the southern line of a 25 foot right-of-way shown on plat dated December 11, 1952, and recorded in Deed Book 414 at page 181, Chesterfield Circuit Court Clerk's Office, intersects the west line of Belmont Road; thence along the western line of said Belmont Road S 12° 48' W 103.5 feet to a point; thence S 19° 58' W 3.2 feet to a point; thence N 71° 04' W 421.85 feet to an iron pin; thence N 18° 56' E 106.95 feet to an iron pin; thence S 71° 04' E 410.86 feet to the point and place of beginning.

BEING the same property conveyed to Belmont Associates of Five Forks, L.P., a Virginia limited partnership, from Ruby B. Wooldridge, widow, by deed dated June 5, 1989, recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Deed book 2036, page 517, as corrected by Corrected Deed dated June 5, 1989, recorded in the aforesaid Clerk's Office in Deed Book 2061, page 1474.

PARCEL IV

ALL that certain piece or parcel of land known as 7750 Belmont Road, lying and being in Clover Hill District, County of Chesterfield, State of Virginia, fronting on the west line of Belmont Road, comprising 1.69± acres, and bounded and described as follows, to-wit:

BEGINNING at a point on the west line of Belmont Road intersects with the south line of a 25 foot right-of-way extending between

the real estate hereby conveyed and that which is now or was formerly owned by Colonial Farms, Inc. lying to the north thereof; thence extending along and fronting on the west line of Belmont Road S 12° 48' W 170.04 feet to a point; thence N 71° 04' W 410.86 feet to a point; thence N 18° 56' E 210 feet to a point; thence S 65° 45' E 5.3 feet to a point; thence S 68° 29' E 102.0 feet to a point; thence S 63° 55' E 287.89 feet to the point of beginning; as shown on a map made by W. W. LaPrade & Bros., Civil Engineers, dated December 11, 1952, a copy of which is recorded along with deed of record in Deed Book 414 at page 179. Said property is shown as containing 1.77 acres on the survey made by Dewberry & Davis dated October 25, 1985, entitled "Plat Showing Improvements on 1.77 Acres Situated on the West Side of Belmont Road, Clover Hill District, Chesterfield County, Virginia", reference to which plat is made for a more particular description of such property.

BEING the same property conveyed to Belmont Associates of Five Forks, L.P, a Virginia limited partnership, from Hal L. Chappell, married but holding title as his equitable separate estate, by deed dated as of September 8, 1989, recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Deed Book 2044, page 1646.

EXHIBIT C

Recreational Facilities

ALL those certain pieces or parcels of land, lying and being in Chesterfield County, Virginia, containing 9.87 acres as shown on plat prepared by Bodie, Taylor and Puryear, Inc., dated October 17, 1997, entitled "Plat of Two Parcels Containing 9.87 Acres", and being more particularly described as follows:

From the intersection of the S/L of Southford Lane extended and the E/L of Five Forks Lane proceed along the E/L of Five Forks Lane in a southeasterly direction a distance of 741.80' to the point of beginning, thence S 58 deg. 51' 14" E 939.37' to a point; thence S 31 deg. 08' 50" W 320.78' to a point; thence N 89 deg. 59' 37" W 384.01' to a point; thence S 31 deg. 44' 57" W 242.13' to a point; thence in a northwesterly direction along an arc to the left having a radius of 2,045.00' a distance of 182.82' to a point; thence N 57 deg. 52' 22" W 90.77' to a point; thence along an arc to the right having a radius of 25.00' a distance of 39.27' to a point; thence N 32 deg. 07' 38" E 21.77' to a point; thence along an arc to the left having a radius of 895.00' a distance of 686.13' to a point; thence N 11 deg. 47' 49" W 104.32' to the point of beginning.

BK 10740 PG 0103

EXHIBIT D

Intentionally Deleted.

EXHIBIT E

Southern Parcel

All of the property rezoned for residential purposes by the Board of Supervisors of Chesterfield County, Virginia in Zoning Case No. 96SN0201, approved on December 18, 1996, consisting of Tax Map Parcels 65-5-(1) part, 64-3-(1)-26 and 64-8-(1)-1, and being substantially the portion of the property described in Exhibit B to this Declaration lying south of the 180-foot wide easement granted to Virginia Electric and Power Company, recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Deed Book 304, page 549 and in Deed Book 1096, page 657, less and except the Recreational Facilities and any portion thereof not zoned for residential purposes.

INSTRUMENT #42019
RECORDED IN THE CLERK'S OFFICE OF
CHESTERFIELD ON
DECEMBER 30, 2014 AT 10:27AM

WENDY S. HUGHES, CLERK
RECORDED BY: RRM

***Appendix 02/Resolutions and Policies**
Five Forks Village Community Association

FIVE FORKS HOMEOWNERS ASSOCIATION, INC.

ASSESSMENT COLLECTION PROCEDURES

WHEREAS, Article III, Section 3.2 Powers and Duties of the Board of Directors in the Association's Bylaws: The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association And may do all such acts and things as are by applicable law, the Declaration, the Articles or by these Bylaws required to be exercised and done by the Association.

WHEREAS, Article V, Section 5.4 of the Association's Bylaws, the Board of Directors, or the Managing agent at the request of the Board of Directors, may take action to include, without limitation, all attorneys' fees incurred in the collection of any unpaid assessments, to include any costs incurred for a check being returned without payment.

WHEREAS, Article I, Section 1 of the Association's Declaration provides that every member shall mean every person or entity who holds membership in the Association

WHEREAS Article V, Section 1 of the Association's Declaration The Declarant for each lot owned within the submitted land, hereby covenants, and each owner of any lot by acceptance of Deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) Initial assessments; (2) Annual Assessments or charges, and (3) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

WHEREAS, the Board has determined that it is necessary to establish policies and procedures for the collection of assessments.

NOW, THEREFORE, BE IT RESOLVED THAT the Board hereby adopts the following assessment collection policies and procedures as part of the Association's Rules and Regulations, ("Assessment Collection Procedures"):

I. Routine Collections

A. **Due Dates**. Each fiscal year's quarterly assessment shall be due and payable within the first 30 days of that quarter.

B. **Owners' Mailing Addresses**. All documents, correspondence and notices from the Association or the Association's management agent ("Managing Agent") relating to assessments or charges shall be mailed or delivered to the Owner's address of record that appears on the books of the Association, which is the Lot address unless the Association is otherwise notified in writing by the Owner to change his/her address of record to a different mailing address. Owners are responsible for promptly informing the Managing Agent, in writing, of any changes to their address of record.

C. **Invoices and Other Notices**. Non-receipt of an invoice, payment coupon, or other notice shall in no way relieve the Owner of the obligation to pay the amount due by the due date. Suppose an Owner does not receive a notice within the expected or required time period. In that case, it is the Owner's responsibility to contact the Managing Agent immediately to obtain a copy of the notice and to confirm the Owner's correct mailing address.

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Address: 7931 Mill River Ln
Order Date: 06-29-2026
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II. Remedies For Nonpayment Of Assessment

A. **Late Fees/Interest:** Pursuant to the Declaration, Article V Section 5.1, any assessment not paid within seven (07) days after the due date shall be subject to a late charge of \$5.00 or 5% whichever is greater, of the assessment and shall bear interest from the due date. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property pursuant to section 55-516 of the Property Owners Association Act. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot.

B. **Returned Checks.** If a check (or electronic debit, if applicable) is returned or rejected for insufficient funds or stop payment, the Owner's account shall be assessed a returned check/debit processing charge of not more than Fifty Dollars (\$50.00), plus the bad check/debit return fee, if any, charged to the Association by the bank.

D. **Collection Costs.** In accordance with Article V, Section 5.1 of the Declaration, the initial, annual, and special assessments, together with interest thereon, late charges, and costs of collection including attorney fees, shall be a cost of shall be a continuing lien upon the property against which each such assessment is made to secure payment thereof and shall also be the personal obligation of the party who was the owner of the lot at the time the evaluation fell do.

E. **Assessments.** If an Owner fails to pay a delinquent assessment installment within thirty (30) days after the due date, then the entire balance of all unpaid installments of such assessment may be declared immediately due and payable in whole without the need for specific case-by-case vote from the Board, and the Managing Agent and/or the Association's legal counsel is thereafter authorized to demand and collect these amounts.

F. **Referral of Account for Collection.** Suppose an Owner's account remains delinquent for at least an amount equal to or greater than one assessment installment for more than ninety (90) days. In that case, the Managing Agent is authorized to forward the Owner's delinquent account to the Association's legal counsel for collection, unless the Owner seeks and is granted an approved payment plan by the Board in writing before referral.

G. **Lien.** As provided under the Declaration and the Virginia Property Owners' Association Act ("Act"), when an annual or special assessment or other charge is levied (or assessed) against a Lot, that assessment or other charge is deemed to be a lien against the Owner's Lot. The Association may at any time thereafter record a Memorandum of Lien in the clerk's office for the county in which the property is located, with or without further warning or notice to the Owner. To meet any statutory deadlines, the Association's legal counsel may proceed directly with filing a Memorandum of Lien against the Owner's Lot before sending a demand letter to the delinquent Owner. Accelerated installments, late fees, attorney's fees, other charges (as applicable), and the costs associated with filing and releasing the Memorandum of Lien shall be included as part of the lien and added to the Owner's assessment account.

H. **Further Legal Action.** Suppose an account remains delinquent after the initiation of legal action (for example, after the filing of a lien or civil suit). In that case, the Association's legal counsel is authorized to take other appropriate legal action to collect the amounts due, except as provided in Paragraph I below or unless directed otherwise by the Board. Once a judgment is entered against an Owner, further legal actions may include, without limitation, garnishment of wages, rent, and/or bank accounts, and the attachment of vehicles or other assets.

I. **Foreclosure.** If a lien remains unpaid, the Board may authorize foreclosure proceedings against the Owner's Unit in accordance with Section 55-79.84 of the Property Owners Association Act.

J. **Waivers.** The Board may, in its sole discretion, grant a waiver of any provision herein (except filing of Memoranda of Lien beyond the statutory deadline) upon written request by an Owner alleging a significant personal hardship or as otherwise determined to be in the best interests of the Association. Any such relief granted to an Owner shall be appropriately documented in the Association's files with the conditions of the relief, if any. The Board may designate the Managing Agent, the President, or other officer, or the Association's legal counsel as having the authority to grant waivers or payment plans on behalf of the Association between Board meetings, subject to any Board-established guidelines. Suppose a payment plan request is given for delinquent amounts. In that case, a condition of the payment plan may require, among other things, that the delinquent amounts be secured by a recorded Memorandum of Lien and/or by a Promissory Note.

K. **Application of payments.** Payments received from an Owner shall be credited in the following order:

1. Collection costs for delinquent accounts, including, for example, certified mailing costs, lien filing/releasing costs, returned check charges, court costs, and attorney's fees;
2. Late fees;
3. Interest; and
4. Other assessments against the Owner's account (e.g., annual assessments) are applied to the oldest outstanding amount first.

The remedies stated herein shall not constitute an election of treatments, and all remedies shall be deemed cumulative.

Resolution Adopted: November 20, 2025
Resolution effective: January 1, 2026

Five Forks Village Community Association

POLICY RESOLUTION NO. 2021-1

ASSOCIATION COMPLAINT PROCEDURES (for resolving certain complaints from members and others)

WHEREAS, pursuant to Section 55-530(E) of the Virginia Code, the Virginia Common Interest Community Board (“CICB”) has promulgated final regulations imposing a requirement that each common interest community (including condominiums, property owners’ associations and cooperatives) adopt a reasonable procedure for the resolution of certain written complaints from the members of such association and other citizens; and

WHEREAS, within 90 days of the effective date of the CICB regulations, all common interest communities must adopt a complaint procedure that is compliant with the CICB regulations;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT Five Forks Village Community Association (“Association”), acting through its Board of Directors, hereby adopts and establishes the following CICB-mandated Association complaint procedure for handling written complaints concerning actions or inactions allegedly inconsistent with state laws and regulations governing common interest communities:

- A. **Definitions.** Unless otherwise defined in this Resolution, the words, terms or phrases used in this Resolution shall have the same meanings as defined in the CICB regulations and/or in the Association’s recorded covenants.
- B. **Complaint Form.** If a member of the Association, a resident or other individual alleges that an action, inaction or decision of the Association, the Board of Directors (“Board”) or the Association’s management agent (“Managing Agent”) is inconsistent with state laws or regulations governing common interest communities, then that individual must submit a formal written complaint (“Complaint”) to the Board using the attached Complaint Form (Exhibit A) in order to trigger the formal procedures described below. If the individual does not wish to trigger these formal procedures, then the individual should submit their questions, concerns or issues to the Managing Agent or the Board without using the attached form.
1. Complaint Form Instructions and Attachments. A completed Complaint Form must include a description of the specific facts and circumstances relevant to the individual’s Complaint, and the specific action, result or resolution that is being requested. If the individual submitting the Complaint Form (the “Complainant”) knows the law or regulation that has been allegedly violated or is otherwise applicable to the Complaint, then the Complainant must provide a reference to that law or regulation on the Complaint Form. The Complainant must also attach to the Complaint Form a copy of any documents that Complainant believes support the validity of the Complaint (not including laws, regulations or the Association’s governing documents).

A copy of these complaint procedures (including the required Complaint Form) will be available upon request from the Association by contacting Board of Directors of Five Forks Village Community Association, c/o ACS West, Inc., AAMC®, P.O. Box 11361, Richmond, VA 23230.

- C. **Mailing or Delivering Complaint to Board of Directors.** The fully completed, signed and dated Complaint (including the Complaint Form and all attachments) shall be mailed or otherwise delivered to the Board at the following address:

By Mail: Board of Directors, Five Forks Village Community Association
c/o ACS West, Inc., AAMC®
1904 Byrd Ave Ste 100
Richmond, VA 23230

Order: SDL7QYMVT
Address: 7931 Mill River Ln
Order Date: 06-29-2026
Document not for resale
HomeWiseDocs

- D. **Means of Providing Notices to Complainant.** All written acknowledgments or other notices required by these procedures to be provided by the Association to the Complainant shall be hand-delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided on the Complaint Form, or by facsimile transmission or email if the Complainant has previously provided the Association with the Complainant's written consent to communicate with him/her by electronic transmission. The Managing Agent shall retain in the Association's records proof of the mailing, delivery or electronic transmission of the acknowledgments and notices per Section H below.
- E. **Acknowledging Receipt of Complaint.** Within seven (7) days of receipt of a Complainant's Complaint Form, the Managing Agent shall provide the Complainant with written acknowledgement of the Association's receipt of the Complaint.
1. Incomplete Complaint. If it appears to the Managing Agent that the submitted Complaint is missing the required minimum information, then the acknowledgment of receipt shall include notice to the Complainant of the identified problem(s) with the Complaint and advise the Complainant that he/she will need to submit a revised/corrected Complaint before it can be accepted and forwarded to the Board for consideration.
 2. Forwarding to the Board. If it appears to the Managing Agent that the submitted Complaint includes the required minimum information, then on the same day that acknowledgment of receipt of the Complaint is provided to the Complainant, the Managing Agent shall provide the Board with a copy of the Complaint for consideration.
- F. **Formal Action – Consideration of Complaint by Board.** All completed, signed and dated Complaints forwarded to the Board shall be considered by the Board at a meeting, and the Board shall decide what action, if any, to take in response to the Complaint.
1. Meeting at which Complaint will be Considered. Complaints will be considered by the Board at a regular or special Board meeting held within 90 days from the date on which the Complaint was forwarded to the Board for consideration.
 2. Notice to the Complainant. At least fourteen (14) days prior to the Board meeting at which the Complaint will be considered, the Managing Agent shall provide the Complainant with notice of the date, time, and location of the Board meeting at which the matter will be considered by the Board. This Notice may be combined with the acknowledgment of receipt referenced in Section E above.
 3. Board's Decision on Complaint. The Board shall make a decision on the Complaint by an appropriate vote of the members of the Board at the meeting pursuant to the Association's governing documents. The Board's decision at the meeting shall fall into one of the following two categories:
 - (a) A decision that there is *insufficient information* on which to make a final determination on the Complaint or that *additional time is otherwise required* to make a final determination, in which case the Board shall postpone making a final determination on the Complaint until a later scheduled Board meeting (announced at the meeting or by giving at least 14 days notice to the Complainant) and, if needed, make a written request for additional information from the applicable party(s), specifying a deadline by which time the additional information must be received by the Managing Agent for forwarding to the Board; or
 - (b) A *final determination* on the Complaint, indicating whether the Complainant's requested action or resolution is, or is not, being granted, approved or implemented by the Board. A final determination may include, for example, a decision that no action will be taken on the Complaint due to the Complainant failing to timely provide additional information that was requested by the Association. No appeal process is available; the Board's rendered decision is final.

- G. **Notice of Final Determination.** Within seven (7) days after the final determination is made (per subsection F.3.b. above), the Managing Agent shall provide the Complainant with written notice of the Board's final determination. The notice of final determination shall be dated as of the date of issuance and include:
1. Specific citations to applicable provisions of the Association's governing documents, laws or regulations that led to the final determination;
 2. The Association's registration number as assigned by the CICB, and if applicable, the name and CICB-issued license number for the Managing Agent; and
 3. Notice of the Complainant's right to file a "Notice of Final Adverse Decision" with the CICB via the CIC Ombudsman (providing the applicable contact information).
- H. **Records.** The Managing Agent shall retain, as part of the Association's records, a record of each Complaint (including the Complaint Form and attachments, related acknowledgments and notices, and any action taken by the Association or Board in response to such Complaint) for a period of at least one (1) year from the date of the Association's final action on the Complaint.
- I. **Resale Disclosure Packet.** A copy of this Resolution (including the Exhibit A Complaint Form) shall be included as an attachment to Association-issued resale certificates.

EXHIBIT A
(POLICY RESOLUTION NO. ____: "ASSOCIATION COMPLAINT PROCEDURES")
Five Forks Village Community Association

Mailing: Board of Directors,
Five Forks Village Community Association
c/o ACS West, Inc., AAMC®
1904 Byrd Ave Ste 100
Richmond, VA 23230
Phone #: (804) 282-7451

ASSOCIATION COMPLAINT FORM
(for Complaints Against Association, Board or Managing Agent)

Pursuant to Section 55-530(E) of the Code of Virginia, 1950, as amended, the Board of Directors ("Board") of the Five Forks Village Community Association (the "Association") has established this complaint form for use by persons who wish to register written complaints with the Association regarding the action, inaction or decision by the Association or its Board or managing agent inconsistent with applicable laws and regulations.

1. Legibly describe your complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint (not including copies of laws, regulations or the Association's governing documents).

2. Sign, date & print your name and address below and submit this completed form to the Association at the above address.

_____ Printed Name	_____ Signature	_____ Date
_____ Mailing Address		
_____ Lot/Unit Address		
_____ E-mail Address	_____ Phone Number	Contact Preference: ☐ Phone ☐ E-mail ☐ Other _____

If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233
804/367-2941
CICombudsman@dpor.virginia.gov

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Address: 7931 Mill River Ln
Order Date: 06-29-2026
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Rules and Regulations
Five Forks Village Community Association

Order: SDL7QYMVT
Address: 7931 Mill River Ln
Order Date: 06-29-2026
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HomeWiseDocs

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***Appendix 07/Special Assessments**
Five Forks Village Community Association

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***Appendix 10/Balance Sheet & Income/Expense Statement**
Five Forks Village Community Association

Five Forks Village Community Association, Inc.

Balance Sheet as of 5/31/2026

Assets	Operating	Reserve	Total
Assets			
FCB - OPERATING ACCOUNT	\$250,445.61		\$250,445.61
FCB ICS OPERATING*3566	\$183,461.03		\$183,461.03
FCB - OP CD *8523 3/20/27	\$22,907.16		\$22,907.16
FCB - RESERVE ACCOUNT		\$62,941.53	\$62,941.53
FCB ICS RESERVE ACCOUNT *574		\$74,697.09	\$74,697.09
FCB- CDARS *3974 06/18/2026	\$27,780.08		\$27,780.08
FCB CDARS *5896 06/04/2026		\$78,795.65	\$78,795.65
FCB- CDARS* 3958 06/18/2026	\$28,054.93		\$28,054.93
FCB - CDARS *8978 06/25/2026	\$50,000.00		\$50,000.00
FCB CDARS *7945 07/30/2026	\$22,543.14		\$22,543.14
FCB CDARS * 7929 07/30/2026	\$22,619.68		\$22,619.68
FCB CDARS *7339 08/27/26		\$52,425.32	\$52,425.32
FCB - CDARS *4307 *10/15/26	\$22,258.24		\$22,258.24
FCB CDARS *7715 09/03/2026		\$28,046.26	\$28,046.26
FCB CDARS *5558 8/27/2026		\$53,281.78	\$53,281.78
A/R - ASSESSMENTS & FEES	\$120,349.45		\$120,349.45
Allowance for Uncoll Accts	(\$75,362.35)		(\$75,362.35)
A/R LEASE	\$1,181.04		\$1,181.04
A/R - FROM OP / (FROM RES)		\$43,440.90	\$43,440.90
PREPAID EXPENSES - INSURANCE	\$2,326.60		\$2,326.60
PREPAID EXPENSES - OTHER	\$10,687.46		\$10,687.46
INCOME TAX DEPOSIT	\$5,150.62		\$5,150.62
Total Assets	\$694,402.69	\$393,628.53	\$1,088,031.22
Total Assets	\$694,402.69	\$393,628.53	\$1,088,031.22

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Address: 7931 Mill River Ln
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Five Forks Village Community Association, Inc.

Balance Sheet as of 5/31/2026

Liabilities / Equity	Operating	Reserve	Total
Liabilities			
ACCOUNTS PAYABLE	\$1,273.02		\$1,273.02
A/P - ACS WEST INC	\$210.66		\$210.66
A/P - DUE FOR LEGAL FEES	\$280.00		\$280.00
A/P - TO RES / (TO OP)	\$43,440.90		\$43,440.90
PREPAID ASSESSMENTS	\$51,502.85		\$51,502.85
OTHER LIABILITIES	\$1,750.00		\$1,750.00
Total Liabilities	\$98,457.43		\$98,457.43
Equity			
RESERVES EQUITY - CONTINGENCY		\$107,040.09	\$107,040.09
EQUITY - PRIOR YEARS	\$478,856.30	\$278,502.95	\$757,359.25
CURRENT YEAR NET PROFIT / (LOSS)	\$117,088.96	\$8,085.49	\$125,174.45
Total Equity	\$595,945.26	\$393,628.53	\$989,573.79
Total Liabilities / Equity	\$694,402.69	\$393,628.53	\$1,088,031.22

Order: SDL7QYMVT
Address: 7931 Mill River Ln
Order Date: 06-29-2026
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Five Forks Village Community Association, Inc.

Statement of Revenues and Expenses 5/1/2026 - 5/31/2026

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Operating Income							
41000 - OPERATING ASSESSMENTS	148,101.00	43,987.67	104,113.33	148,101.00	43,987.67	104,113.33	527,852.00
42000 - CAP FEES	2,475.00	1,000.00	1,475.00	2,475.00	1,000.00	1,475.00	12,000.00
43000 - INTEREST EARNED - OPERATING	102.96	458.33	(355.37)	102.96	458.33	(355.37)	5,500.00
44000 - INT ON DELINQUENT ASSESSMENTS	715.54	-	715.54	715.54	-	715.54	-
45000 - LATE FEES BILLED	2,759.47	666.67	2,092.80	2,759.47	666.67	2,092.80	8,000.00
46000 - POOL INCOME	-	20.83	(20.83)	-	20.83	(20.83)	250.00
46100 - CLUBHOUSE INCOME	100.00	541.67	(441.67)	100.00	541.67	(441.67)	6,500.00
46600 - LEASE INCOME	-	322.92	(322.92)	-	322.92	(322.92)	3,875.00
Total Operating Income	154,253.97	46,998.09	107,255.88	154,253.97	46,998.09	107,255.88	563,977.00
Total Income	154,253.97	46,998.09	107,255.88	154,253.97	46,998.09	107,255.88	563,977.00

Operating Expense

Operating Expenses							
51000 - GROUNDS CONTRACT	5,229.25	6,416.67	1,187.42	5,229.25	6,416.67	1,187.42	77,000.00
51102 - DOG WASTE REMOVAL	314.02	416.67	102.65	314.02	416.67	102.65	5,000.00
51103 - FLOWERS	-	416.67	416.67	-	416.67	416.67	5,000.00
51110 - GROUNDS - OTHER	-	1,250.00	1,250.00	-	1,250.00	1,250.00	15,000.00
51150 - TREE REMOVAL	-	333.33	333.33	-	333.33	333.33	4,000.00
51200 - TRASH REMOVAL	11,435.58	11,664.42	228.84	11,435.58	11,664.42	228.84	139,973.00
51250 - IRRIGATION SYSTEM	-	208.33	208.33	-	208.33	208.33	2,500.00
51300 - SNOW REMOVAL	-	62.50	62.50	-	62.50	62.50	750.00
52000 - ELECTRICITY	824.74	833.33	8.59	824.74	833.33	8.59	10,000.00
52200 - WATER & SEWER	576.25	541.67	(34.58)	576.25	541.67	(34.58)	6,500.00
52300 - TELEPHONE/CABLE/INTERNET	370.06	416.67	46.61	370.06	416.67	46.61	5,000.00
53000 - R & M - EXTERIOR	-	166.67	166.67	-	166.67	166.67	2,000.00
53200 - LIGHTS / ELECTRICAL REPAIR	149.97	125.00	(24.97)	149.97	125.00	(24.97)	1,500.00
53800 - LAKE MANAGEMENT CONTRACT	-	383.33	383.33	-	383.33	383.33	4,600.00
54000 - GENERAL ADMINISTRATIVE	1,931.23	625.00	(1,306.23)	1,931.23	625.00	(1,306.23)	7,500.00
54004 - CORPORATE FEES	-	12.50	12.50	-	12.50	12.50	150.00
54006 - WEBSITE MAINTENANCE	258.33	312.50	54.17	258.33	312.50	54.17	3,750.00
54010 - VIOLATION COMPLIANCE	-	100.00	100.00	-	100.00	100.00	1,200.00
54100 - MANAGEMENT FEE	3,700.33	3,708.33	8.00	3,700.33	3,708.33	8.00	44,500.00
54130 - TAXES & FEES	-	62.50	62.50	-	62.50	62.50	750.00
54140 - SOCIAL	665.86	833.33	167.47	665.86	833.33	167.47	10,000.00
54900 - BAD DEBTS	-	416.67	416.67	-	416.67	416.67	5,000.00
55000 - INSURANCE	-	1,000.00	1,000.00	-	1,000.00	1,000.00	12,000.00
55100 - LEGAL & PROFESSIONAL FEES	-	833.33	833.33	-	833.33	833.33	10,000.00
55150 - LEGAL FEES-COLLECTIONS	34.44	416.67	382.23	34.44	416.67	382.23	5,000.00
55200 - AUDIT / TAX RETURNS	-	625.00	625.00	-	625.00	625.00	7,500.00
57000 - POOL OPERATIONS	11,025.00	4,583.33	(6,441.67)	11,025.00	4,583.33	(6,441.67)	55,000.00

Five Forks Village Community Association, Inc.

Statement of Revenues and Expenses 5/1/2026 - 5/31/2026

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
57600 - POOL GENERAL EXPENSE	300.00	416.67	116.67	300.00	416.67	116.67	5,000.00
58000 - JANITORIAL	-	625.00	625.00	-	625.00	625.00	7,500.00
58100 - CLUBHOUSE MAINTENANCE	280.00	833.33	553.33	280.00	833.33	553.33	10,000.00
58200 - JANITORIAL SUPPLIES	-	62.50	62.50	-	62.50	62.50	750.00
58500 - SECURITY	69.95	125.00	55.05	69.95	125.00	55.05	1,500.00
Total Operating Expenses	37,165.01	38,826.92	1,661.91	37,165.01	38,826.92	1,661.91	465,923.00
Total Expense	37,165.01	38,826.92	1,661.91	37,165.01	38,826.92	1,661.91	465,923.00
Operating Net Total	117,088.96	8,171.17	108,917.79	117,088.96	8,171.17	108,917.79	98,054.00

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Five Forks Village Community Association, Inc.

Statement of Revenues and Expenses 5/1/2026 - 5/31/2026

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Reserve Income							
Reserve Income							
71000 - RESERVE ASSESSMENTS - CAPITAL	8,069.00	8,069.00	-	8,069.00	8,069.00	-	96,828.00
73000 - INTEREST EARNED - CAP RESERVES	16.49	708.33	(691.84)	16.49	708.33	(691.84)	8,500.00
Total Reserve Income	8,085.49	8,777.33	(691.84)	8,085.49	8,777.33	(691.84)	105,328.00
Total Income	8,085.49	8,777.33	(691.84)	8,085.49	8,777.33	(691.84)	105,328.00

Reserve Expense

Reserve Expenses							
76300 - CAP RESERVE EXPENSE	-	8,238.92	8,238.92	-	8,238.92	8,238.92	98,867.00
Total Reserve Expenses	-	8,238.92	8,238.92	-	8,238.92	8,238.92	98,867.00
Total Expense	-	8,238.92	8,238.92	-	8,238.92	8,238.92	98,867.00
Reserve Net Total	8,085.49	538.41	7,547.08	8,085.49	538.41	7,547.08	6,461.00
Net Total	125,174.45	8,709.58	116,464.87	125,174.45	8,709.58	116,464.87	104,515.00

***Appendix 11/Budget**
Five Forks Village Community Association

FISCAL YEARS	FY 26 Budget	FY 27 Budget	Account Description
OPERATING INCOME			
OPERATING ASSESSMENTS	\$530,680	\$527,852	Homeowner assessment income
CAP FEES	\$11,000	\$12,000	Capital fee to HOA when purchasing home
LATE FEES BILLED	\$8,000	\$8,000	Late payment fees
LEASE INCOME	\$3,800	\$3,875	Dish Network lease
GUEST PASS INCOME	\$500	\$250	Income from pool guests
CLUBHOUSE INCOME	\$6,000	\$6,500	Income from clubhouse rentals
INTEREST INCOME	\$5,000	\$5,500	Interest earned on accounts
TOTAL OPERATING INCOME	\$564,980	\$563,977	
OPERATING EXPENSES			
ADMINISTRATIVE			
BAD DEBTS	\$5,000	\$5,000	Homeowner assessments not collected
WEBSITE MAINTENANCE	\$3,750	\$3,750	HOA website
GEN ADMIN, POSTAGE/MAIL /COPIES	\$8,500	\$7,500	General administrative expenses
SOCIAL	\$10,000	\$10,000	Social events for homeowners
VIOLATION COMPLIANCE	\$1,200	\$1,200	Violation tracking system
TOTAL ADMINISTRATIVE	\$28,450	\$27,450	
INSURANCE			
INSURANCE	\$11,400	\$12,000	Property & liability insurance policies
TOTAL INSURANCE	\$11,400	\$12,000	
UTILITIES			
ELECTRICITY	\$9,000	\$10,000	Clubhouse and grounds lighting
WATER & SEWER	\$7,000	\$6,500	Clubhouse, pool, & irrigation water fees
TELEPHONE/CABLE/INTERNET	\$5,500	\$5,000	Clubhouse facilities
TOTAL UTILITIES	\$21,500	\$21,500	
LANDSCAPING			
GROUNDS CONTRACT	\$75,500	\$77,000	Community grounds maintenance contract
DOG WASTE REMOVAL CONTRACT	\$5,200	\$5,000	Station supplies and removal
FLOWERS	\$7,000	\$5,000	Flowers for grounds
GROUNDS - OTHER	\$14,000	\$15,000	General expenses for grounds maintenance
TREE REMOVAL	\$5,000	\$4,000	Expense to remove/clear unsafe trees
TOTAL LANDSCAPING	\$106,700	\$106,000	
TAXES / FEES			
CORPORATE FEES	\$150	\$150	HOA state filing fee
TAXES/ FEES	\$750	\$750	HOA taxes & professional fees
TOTAL TAXES / FEES	\$900	\$900	
CONTRACTED SERVICES			
TRASH REMOVAL	\$133,500	\$139,973	Trash and recycling contract expense
LAKE MANAGEMENT CONTRACT	\$4,600	\$4,600	Lake cleaning and maintenance
POOL OPERATIONS	\$55,000	\$55,000	Pool operations contract
SECURITY	\$1,800	\$1,500	Clubhouse security system
IRRIGATION SYSTEM	\$3,500	\$2,500	Maintenance of grounds irrigation system
JANITORIAL	\$8,500	\$7,500	Janitorial expense for clubhouse and events
TOTAL CONTRACTED SERVICES	\$206,900	\$211,073	
FISCAL YEARS	FY 26 Budget	FY 27 Budget	Account Description
REPAIR & MAINTENANCE			
CLUBHOUSE MAINTENANCE	\$12,000	\$10,000	Maintenance & repairs for clubhouse
POOL GENERAL EXPENSE	\$4,000	\$5,000	Equipment, furniture, supplies for pool
SNOW REMOVAL	\$750	\$750	Clubhouse parking lot snow plowing
LIGHTS / ELECTRICAL REPAIR	\$2,000	\$1,500	Repairs & maintenance - Lighting
REPAIR & MAINTENANCE - GENERAL	\$1,500	\$2,000	General repairs and maintenance
JANITORIAL SUPPLIES	\$250	\$750	Cleaning & paper supplies for clubhouse
TOTAL REPAIR & MAINTENANCE	\$20,500	\$20,000	
PROFESSIONAL SERVICES			

MANAGEMENT FEE	\$46,750	\$44,500	Property management contract
LEGAL & PROFESSIONAL FEES	\$12,000	\$10,000	Attorney and consultant fees
LEGAL FEES-COLLECTION	\$6,000	\$5,000	Collection expense for funds due to HOA
AUDIT / TAX RETURNS	\$6,500	\$7,500	Audit and tax filings of HOA
TOTAL PROFESSIONAL SERVICES	\$71,250	\$67,000	
TOTAL OPERATING EXPENSES	\$467,600	\$465,923	
OPERATING NET INCOME/(LOSS)	\$97,380	\$98,054	
CAPITAL/RESERVES			
RESERVE INCOME			
RESERVE ASSESSMENT - CAPITAL	\$94,000	\$96,828	
INTEREST EARNED - RESERVES	\$5,500	\$8,500	
TOTAL RESERVE INCOME	\$99,500	\$105,328	
TOTAL RESERVE EXPENSES	\$98,867	\$54,620	
RESERVE NET INCOME/(LOSS)	\$633	\$50,708	
TOTAL NET INCOME/(LOSS)	\$98,013	\$148,762	

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***Appendix 12/Reserve Study-Reserve Study Summary
Five Forks Village Community Association**

LEVEL 2 REPLACEMENT RESERVE REPORT FY 2025 FIVE FORKS VILLAGE

LEVEL 2 REPLACEMENT RESERVE REPORT FY 2025
FIVE FORKS VILLAGE



Community Management by:

ACS WEST

Abigail McNair

1904 Byrd Ave Suite 100
Richmond, VA 1904 Byrd Ave Suite
804.282.7451
abigail@acswest.org

Consultant:

millerdodson
Capital Reserve Consultants

2661 Riva Road, Suite 1042
Annapolis, MD 21401
410.268.0479
800.850.2835

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millerdodson
Capital Reserve Consultants

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REPLACEMENT RESERVE REPORT

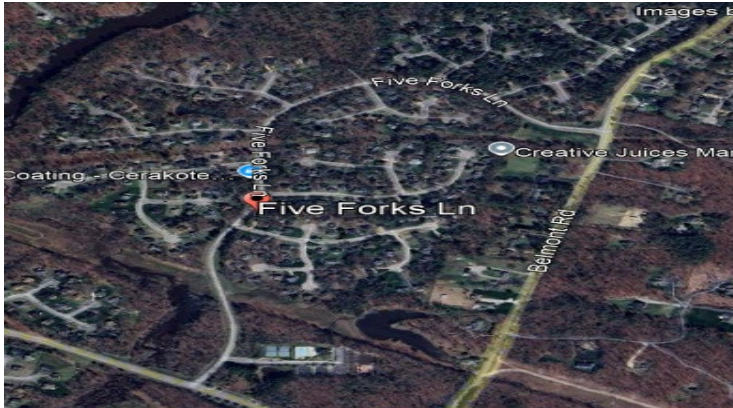
FIVE FORKS VILLAGE

CHESTERFIELD, VIRGINIA

September 06, 2024

Revised October 15, 2024

Revised November 08, 2024



Description. Five Forks Village is a Homeowner's Association located in Chesterfield, Virginia. The community consists of 675 Single-Family Homes. The survey examined the common elements of the property, including:

- Entrance monuments and vinyl fencing.
- Asphalt drive and parking at the clubhouse.
- Asphalt foot paths.
- Concrete curb, gutter and sidewalks.
- Swimming pool, tennis courts, tot-lot and clubhouse building.
- Retention ponds and pond fountain.

EXECUTIVE SUMMARY

This Reserve Study has been prepared for the Five Forks Village for the Fiscal Year 2025 covering the period from May 1, 2025 to April 30, 2026. The Replacement Reserves Starting Balance as of May 1, 2025 is proposed to be \$529,508. The reported Current Annual Funding for Reserves is \$82,000. The Recommended Annual Reserve Funding level for 2025 is \$98,867.

The increase in the Recommended Annual Funding level shown above is due, in part, to the current high rate of inflation in today's construction industry which is pushing replacement costs higher. We recommend that the Association increase its Reserve Funding level as soon as possible. Given the high rates of inflation in today's construction industry, the longer that the Association delays in adequately funding its Reserves, the harder it will become to make up for the underfunding. Furthermore, delaying this increase will place an unfair financial burden on long-term and future owners, and may adversely affect property values.

Section A

Replacement Reserve Analysis

Financial Analysis - A1
General Information - A2
Current Funding - A3
Cash Flow Method Funding - A4
Inflation Adjusted Funding - A5
Comments - A6

Section B

Replacement Reserve Inventory

Replacement Reserve Inventory
General Information - B1
Replacement Reserve Inventory
Comments - B2
Schedule of Projected Replacements
and Exclusions - B3

Section C

Projected Annual Replacements

Projected Annual Replacements
General Information - C1
Calendar of
Projected Annual Replacements - C2

Section D

Condition Assessment

Appendix

Overview, Standard Terms, and
Definitions
Video Answers to Frequently Asked
Questions

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MillerDodson welcomes the opportunity to answer questions or to discuss this Reserve Study in more detail should the Board so desire.

Current Funding. The Starting Balance and Current Annual Reserve Funding figures have been supplied by the managing agent and/or Board of Directors. Confirmation or audit of these figures is beyond the scope of the study. For the purposes of this study, it is assumed that the annual contribution will be deposited at the end of each month.

Level of Service. This study has been performed as a Level 2 Update with Site Visit/On-Site Review as defined by the Community Associations Institute's, National Reserve Study Standards. As such, the component inventory is based on the study that was performed by Miller Dodson Assoc. in 2020. This inventory was adjusted to reflect changes provided by the Community Manager and/or the Board of Directors, or adjustments made based on the site visit and visual assessment performed by the Analyst. The analysis, including fund status and funding plan, is developed from the adjusted inventory.

To aid in the understanding of this report and its concepts and practices, on our website, we have developed [videos](#) addressing frequently asked topics. In addition, there are posted [links](#) covering a variety of subjects under the resources page of our website at millerdodson.com.

Purpose. The purpose of this Replacement Reserve Study is to provide Five Forks Village (hereinafter called the Association) with an inventory of the common community facilities and infrastructure components that require periodic replacement. The Study includes a general view of the condition of these items and an effective financial plan to fund projected periodic replacements.

- **Inventory of Items Owned by the Association.** Section B lists the Projected Replacements of the commonly owned items that require periodic replacement using funding from Replacement Reserves. The Replacement Reserve Inventory also provides information about excluded items, which are items whose replacements are not scheduled for funding from Replacement Reserves.
- **Condition of Items Owned by the Association.** Section B includes our estimates of the normal economic life and the remaining economic life for the projected replacements. Section C provides a year-by-year listing of the projected replacements. Section D provides additional detail for items that are unique or deserving of attention because of their condition or the manner in which they have been treated in this study.
- **Financial Plan.** The Association has a fiduciary responsibility to protect the appearance, value, and safety of the property and it is therefore essential the Association have a financial plan that provides funding for the projected replacements. In conformance with American Institute of Certified Public Accountant guidelines, Section A, Replacement Reserve Analysis evaluates the current funding of Replacement Reserves as reported by the Association and recommends annual funding of Replacement Reserves by the Cash Flow Method. Section A, Replacement Reserve Analysis includes graphic and tabular presentations of the reported current funding, and the recommended funding based on the Cash Flow Method. An Executive Summary of these calculations is provided on Page A1.

Basis. The data contained in this Replacement Reserve Study is based on the following:

- The Request for Proposal submitted and executed by the Association.
- Miller+Dodson performed a visual evaluation on September 06, 2024 to determine the remaining useful life and replacement cost for the commonly owned elements of this facility.
- This study contains additional recommendations to address inflation for the Cash Flow Method only. For this recommendation, Miller+Dodson uses the Producers Price Index (PPI), which gauges inflation in manufacturing and construction. Please see page A5 for further details.

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To-Scale Drawings. Site and building plans were not used in the development of this study. We recommend the Association assemble and maintain a library of site and building plans of the entire facility. Record drawings should be scanned into an electronic format for safe storage and ease of distribution. Upon request for a nominal fee, Miller+Dodson can provide scanning services.

Acknowledgment. Miller+Dodson Associates would like to acknowledge the assistance and input of Abigail McNair, Association Manager, who provided very helpful insight into the current operations of the property.

Analyst's Credentials. Bill Conner, RS holds a Bachelor of Science Degree in Economics from James Madison University. He has over forty years of experience in inspection services, residential construction, commercial construction, and architectural woodwork. Bill has personally inspected and evaluated over 3,000 properties and managed the inspection of many more throughout the eastern United States. Currently, Bill resides near Richmond, Virginia and is a reserve analyst for MillerDodson Associates.

Respectfully Submitted,



Bill Conner

William (Bill) J. Conner, Jr., RS



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SECTION A - FINANCIAL ANALYSIS

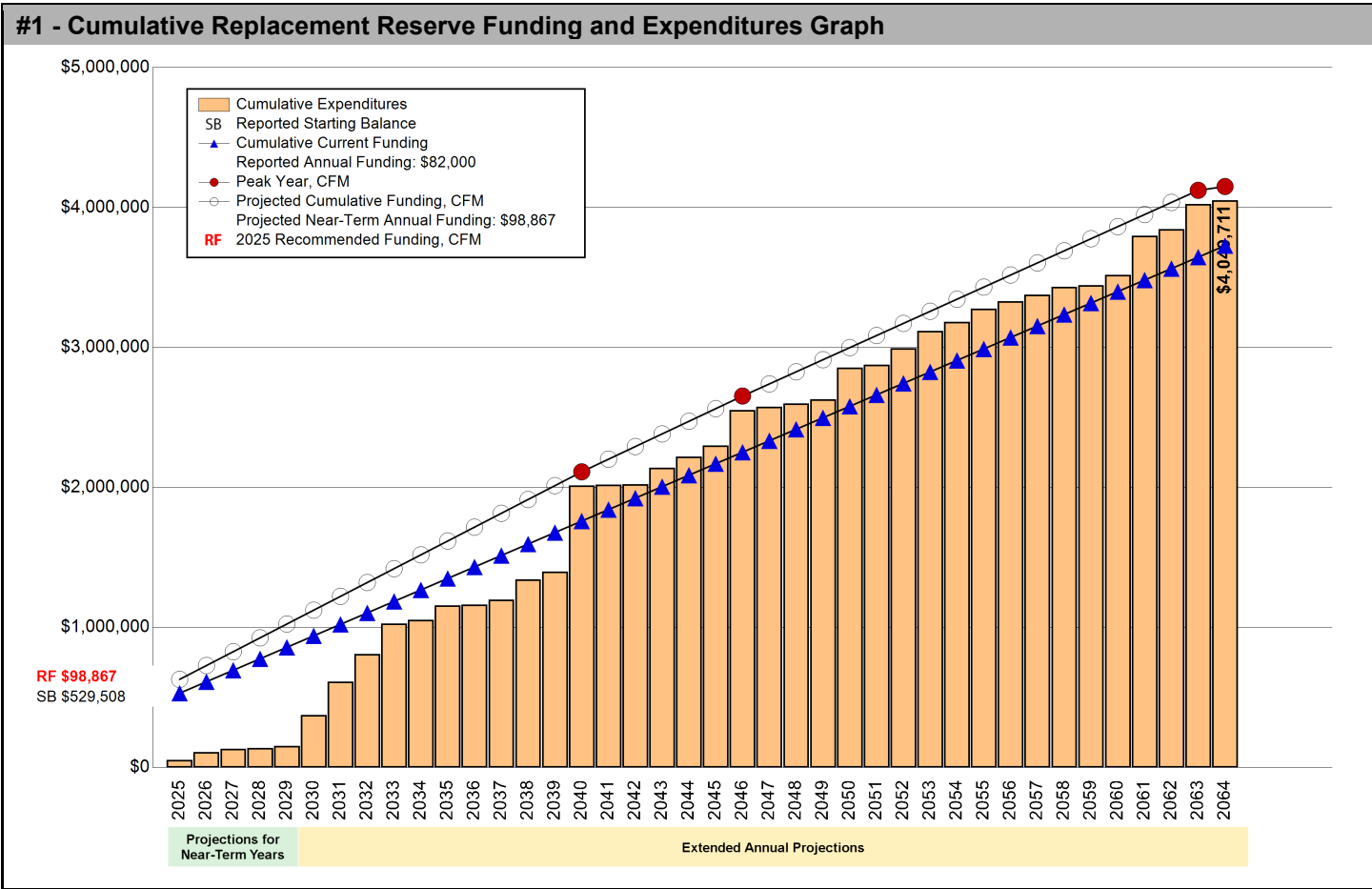
The Five Forks Village Replacement Reserve Analysis uses the Cash Flow Method (CFM) to calculate Replacement Reserve funding for the periodic replacement of the 91 Projected Replacements identified in the Replacement Reserve Inventory.

\$98,867

RECOMMENDED REPLACEMENT RESERVE FUNDING FOR THE STUDY YEAR, 2025
\$12.21 Per unit (average), minimum monthly funding of Replacement Reserves

We recommend the Association adopt a Replacement Reserve Funding Plan based on the annual funding recommendation above. Inflation adjusted funding for subsequent years is shown on Page A.5.

Five Forks Village reports a Starting Balance of \$529,508 and Annual Funding totaling \$82,000, which is inadequate to fund projected replacements starting in 2040. See Page A.3 for a more detailed evaluation.



The increase in the Recommended Annual Funding level shown above is due, in part, to the current high rate of inflation in today's construction industry which is pushing replacement costs higher. We recommend that the Association increase its Reserve Funding level as soon as possible. Given the high rates of inflation in today's construction industry, the longer that the Association delays in adequately funding its Reserves, the harder it will become to make up for the underfunding. Furthermore, delaying this increase will place an unfair financial burden on long-term and future owners, and may adversely affect property values.

REPLACEMENT RESERVE ANALYSIS - GENERAL INFORMATION

The Five Forks Village Replacement Reserve Analysis calculations of recommended funding of Replacement Reserves by the Cash Flow Method (CFM) and the evaluation of the Current Funding are based upon the same Study Year, Study Period, Beginning Balance, Replacement Reserve Inventory and Level of Service.

2025 STUDY YEAR

The Association reports that their accounting year begins on May 1, and the Study Year, the first year evaluated by the Replacement Reserve Analysis, begins on May 1, 2025.

40 Years STUDY PERIOD

The Replacement Reserve Analysis evaluates the funding of Replacement Reserves over a 40-year Study Period

\$529,508 STARTING BALANCE

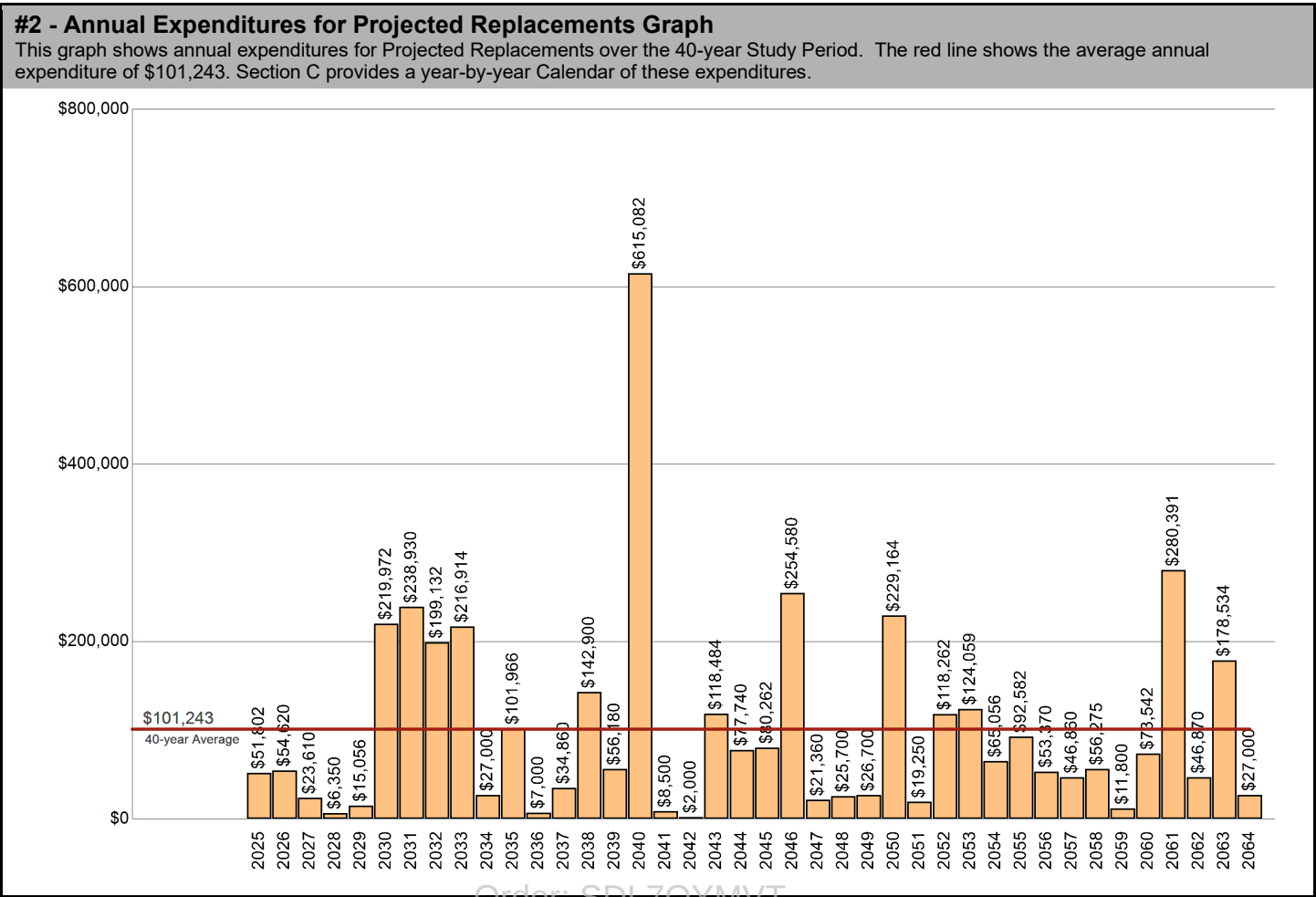
The Association reports Replacement Reserves on Deposit totaling \$529,508 at the start of the Study Year.

Level Two LEVEL OF SERVICE

The Replacement Reserve Inventory has been developed in compliance with the National Reserve Study Standards for a Level Two Study, as defined by the Community Associations Institute (CAI).

\$4,049,711 REPLACEMENT RESERVE INVENTORY - PROJECTED REPLACEMENTS

The Five Forks Village Replacement Reserve Inventory identifies 91 items that will require periodic replacement, which are to be funded from Replacement Reserves. We estimate the cost of these replacements will be \$4,049,711 over the 40-year Study Period. The Projected Replacements are divided into 4 major categories starting on Page B.3. Pages B.1-B.2 provide detailed information on the Replacement Reserve Inventory.



UPDATING OF THE FUNDING PLAN

The Association has a responsibility to review the Funding Plan annually. The review should include a comparison and evaluation of actual reserve funding with recommended levels shown on Page A.4 and A.5. The Projected Replacements listed on Page C.2 should be compared with any replacements accomplished and funded from Replacement Reserves. Discrepancies should be evaluated and if necessary, the Reserve Study should be updated or a new study commissioned. We recommend annual increases in replacement reserve funding to account for the impact of inflation. Inflation Adjusted Funding is discussed on Page A.5.

UPDATING OF THE REPLACEMENT RESERVE STUDY

At a minimum, the Replacement Reserve Study should be professionally updated every three to five years or after completion of a major replacement project. Updating should also be considered if during the annual review of the Funding Plan, discrepancies are noted between projected and actual reserve funding or replacement costs. Updating may also be necessary if there is a meaningful discrepancy between the actual inflation rate and the inflation rate used for the Inflation Adjusted Funding of Replacement Reserves on Page A.5.

ANNUAL EXPENDITURES AND CURRENT FUNDING

The annual expenditures that comprise the \$4,049,711 of Projected Expenditures over the 40-year Study Period and the impact of the Association continuing to fund Replacement Reserves at the current level are detailed in Table 3.

#3 - Table of Annual Expenditures and Current Funding Data - Years 0 through 39										
Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Starting Balance	\$529,508									
Projected Replacements	(\$51,802)	(\$54,620)	(\$23,610)	(\$6,350)	(\$15,056)	(\$219,972)	(\$238,930)	(\$199,132)	(\$216,914)	(\$27,000)
Annual Deposit	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000
End of Year Balance	\$559,707	\$587,087	\$645,477	\$721,127	\$788,071	\$650,099	\$493,169	\$376,037	\$241,123	\$296,123
Cumulative Expenditures	(\$51,802)	(\$106,422)	(\$130,032)	(\$136,382)	(\$151,438)	(\$371,409)	(\$610,339)	(\$809,471)	(\$1,026,385)	(\$1,053,385)
Cumulative Receipts	\$611,508	\$693,508	\$775,508	\$857,508	\$939,508	\$1,021,508	\$1,103,508	\$1,185,508	\$1,267,508	\$1,349,508
Year	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Projected Replacements	(\$101,966)	(\$7,000)	(\$34,860)	(\$142,900)	(\$56,180)	(\$615,082)	(\$8,500)	(\$2,000)	(\$118,484)	(\$77,740)
Annual Deposit	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000
End of Year Balance	\$276,157	\$351,157	\$398,297	\$337,397	\$363,217	(\$169,864)	(\$96,364)	(\$16,364)	(\$52,848)	(\$48,588)
Cumulative Expenditures	(\$1,155,351)	(\$1,162,351)	(\$1,197,211)	(\$1,340,111)	(\$1,396,291)	(\$2,011,372)	(\$2,019,872)	(\$2,021,872)	(\$2,140,356)	(\$2,218,096)
Cumulative Receipts	\$1,431,508	\$1,513,508	\$1,595,508	\$1,677,508	\$1,759,508	\$1,841,508	\$1,923,508	\$2,005,508	\$2,087,508	\$2,169,508
Year	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
Projected Replacements	(\$80,262)	(\$254,580)	(\$21,360)	(\$25,700)	(\$26,700)	(\$229,164)	(\$19,250)	(\$118,262)	(\$124,059)	(\$65,056)
Annual Deposit	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000
End of Year Balance	(\$46,849)	(\$219,429)	(\$158,789)	(\$102,489)	(\$47,189)	(\$194,353)	(\$131,603)	(\$167,865)	(\$209,924)	(\$192,980)
Cumulative Expenditures	(\$2,298,357)	(\$2,552,937)	(\$2,574,297)	(\$2,599,997)	(\$2,626,697)	(\$2,855,861)	(\$2,875,111)	(\$2,993,373)	(\$3,117,432)	(\$3,182,488)
Cumulative Receipts	\$2,251,508	\$2,333,508	\$2,415,508	\$2,497,508	\$2,579,508	\$2,661,508	\$2,743,508	\$2,825,508	\$2,907,508	\$2,989,508
Year	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064
Projected Replacements	(\$92,582)	(\$53,370)	(\$46,860)	(\$56,275)	(\$11,800)	(\$73,542)	(\$280,391)	(\$46,870)	(\$178,534)	(\$27,000)
Annual Deposit	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000
End of Year Balance	(\$203,561)	(\$174,931)	(\$139,791)	(\$114,066)	(\$43,866)	(\$35,408)	(\$233,799)	(\$198,669)	(\$295,203)	(\$240,203)
Cumulative Expenditures	(\$3,275,069)	(\$3,328,439)	(\$3,375,299)	(\$3,431,574)	(\$3,443,374)	(\$3,516,916)	(\$3,797,307)	(\$3,844,177)	(\$4,022,711)	(\$4,049,711)
Cumulative Receipts	\$3,071,508	\$3,153,508	\$3,235,508	\$3,317,508	\$3,399,508	\$3,481,508	\$3,563,508	\$3,645,508	\$3,727,508	\$3,809,508

EVALUATION OF CURRENT FUNDING

The evaluation of Current Funding (Starting Balance of \$529,508 & annual funding of \$82,000) is done in today's dollars with no adjustments for inflation or interest earned on Replacement Reserves. The evaluation assumes Replacement Reserves will only be used for the 91 Projected Replacements identified in the Replacement Reserve Inventory and that the Association will continue Annual Funding of \$82,000 throughout the 40-year Study Period.

Annual Funding of \$82,000 is approximately 83 percent of the \$98,867 recommended Annual Funding calculated by the Cash Flow Method for 2025, the Study Year.

See the Executive Summary for the Current Funding Statement.

CASH FLOW METHOD FUNDING

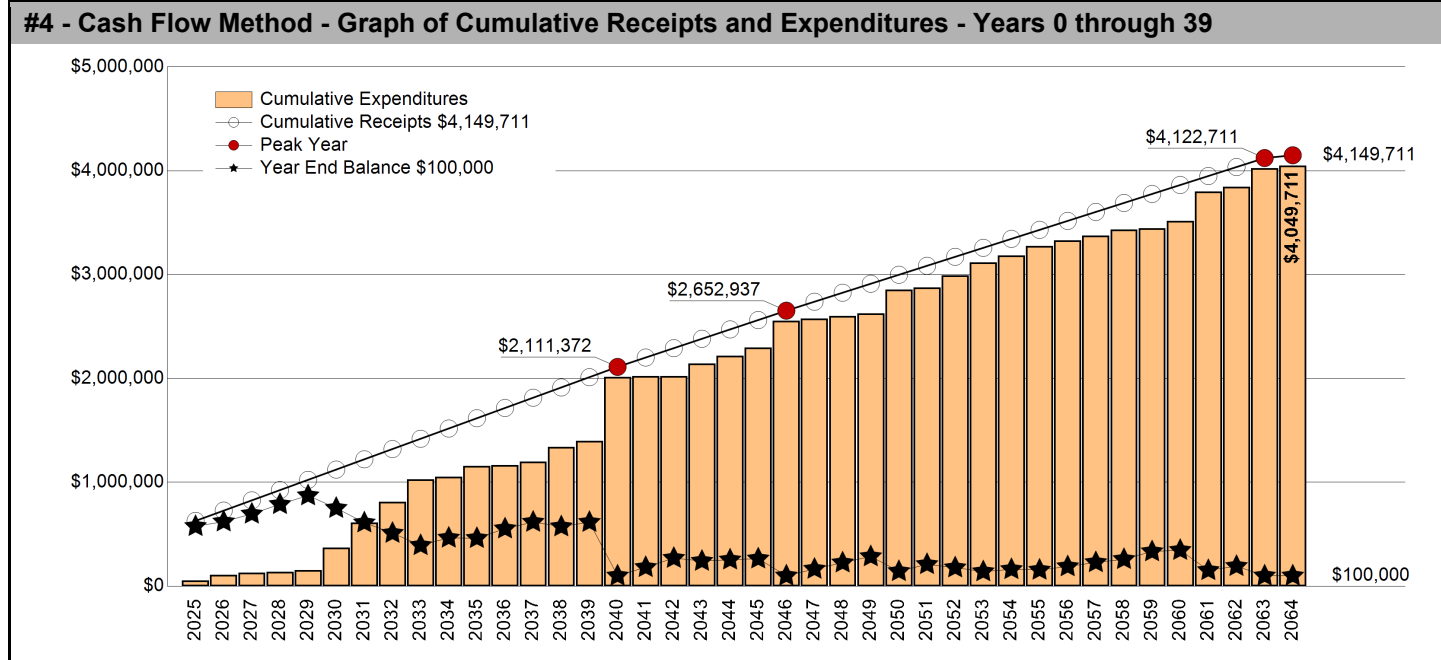
\$98,867

RECOMMENDED REPLACEMENT RESERVE FUNDING FOR 2025

\$12.21 Per unit (average), minimum monthly funding of Replacement Reserves

Recommended Replacement Reserve Funding has been calculated using the Cash Flow Method (also called the Straight Line or Threshold Method). This method calculates a constant annual funding between peaks in cumulative expenditures, while maintaining a Minimum Balance (threshold) in the Peak Years.

- **Peak Years.** The First Peak Year occurs in 2040 with Replacement Reserves on Deposit dropping to the Minimum Balance after the completion of \$2,011,372 of replacements from 2025 to 2040. Recommended funding is projected to decline from \$98,867 in 2040 to \$90,261 in 2041. Peak Years are identified in Chart 4 and Table 5.
- **Threshold (Minimum Balance).** The calculations assume a Minimum Balance of \$100,000 will always be held in reserve, which is calculated by rounding the 12-month 40-year average annual expenditure of \$101,243 as shown on Graph #2.
- **Cash Flow Method Study Period.** Cash Flow Method calculates funding for \$4,049,711 of expenditures over the 40-year Study Period. It does not include funding for any projects beyond 2064 and in 2064, the end of year balance will always be the Minimum Balance.



#5 - Cash Flow Method - Table of Receipts & Expenditures - Years 0 through 39

Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Starting Balance	\$529,508									
Projected Replacements	(\$51,802)	(\$54,620)	(\$23,610)	(\$6,350)	(\$15,056)	(\$219,972)	(\$238,930)	(\$199,132)	(\$216,914)	(\$27,000)
Annual Deposit	\$98,867	\$98,867	\$98,867	\$98,867	\$98,867	\$98,867	\$98,867	\$98,867	\$98,867	\$98,867
End of Year Balance	\$576,573	\$620,820	\$696,076	\$788,593	\$872,403	\$751,298	\$611,235	\$510,969	\$392,921	\$464,788
Cumulative Expenditures	(\$51,802)	(\$106,422)	(\$130,032)	(\$136,382)	(\$151,438)	(\$371,409)	(\$610,339)	(\$809,471)	(\$1,026,385)	(\$1,053,385)
Cumulative Receipts	\$628,375	\$727,241	\$826,108	\$924,974	\$1,023,841	\$1,122,707	\$1,221,574	\$1,320,440	\$1,419,307	\$1,518,173
Year	2035	2036	2037	2038	2039	1st Peak - 2040	2041	2042	2043	2044
Projected Replacements	(\$101,966)	(\$7,000)	(\$34,860)	(\$142,900)	(\$56,180)	(\$615,082)	(\$8,500)	(\$2,000)	(\$118,484)	(\$77,740)
Annual Deposit	\$98,867	\$98,867	\$98,867	\$98,867	\$98,867	\$98,867	\$90,261	\$90,261	\$90,261	\$90,261
End of Year Balance	\$461,689	\$553,555	\$617,562	\$573,528	\$616,215	\$100,000	\$181,761	\$270,022	\$241,799	\$254,320
Cumulative Expenditures	(\$1,155,351)	(\$1,162,351)	(\$1,197,211)	(\$1,340,111)	(\$1,396,291)	(\$2,011,372)	(\$2,019,872)	(\$2,021,872)	(\$2,140,356)	(\$2,218,096)
Cumulative Receipts	\$1,617,040	\$1,715,906	\$1,814,773	\$1,913,639	\$2,012,506	\$2,111,372	\$2,201,633	\$2,291,894	\$2,382,155	\$2,472,416
Year	2045	2nd Peak - 2046	2047	2048	2049	2050	2051	2052	2053	2054
Projected Replacements	(\$80,262)	(\$254,580)	(\$21,360)	(\$25,700)	(\$26,700)	(\$229,164)	(\$19,250)	(\$118,262)	(\$124,059)	(\$65,056)
Annual Deposit	\$90,261	\$90,261	\$86,457	\$86,457	\$86,457	\$86,457	\$86,457	\$86,457	\$86,457	\$86,457
End of Year Balance	\$264,319	\$100,000	\$165,097	\$225,855	\$285,612	\$142,906	\$210,113	\$178,308	\$140,706	\$162,107
Cumulative Expenditures	(\$2,298,357)	(\$2,552,937)	(\$2,574,297)	(\$2,599,997)	(\$2,626,697)	(\$2,855,861)	(\$2,875,111)	(\$2,993,373)	(\$3,117,432)	(\$3,182,488)
Cumulative Receipts	\$2,562,676	\$2,652,937	\$2,739,395	\$2,825,852	\$2,912,309	\$2,998,766	\$3,085,224	\$3,171,681	\$3,258,138	\$3,344,595
Year	2055	2056	2057	2058	2059	2060	2061	2062	3rd Peak - 2063	4th Peak - 2064
Projected Replacements	(\$92,582)	(\$53,370)	(\$46,890)	(\$56,275)	(\$11,900)	(\$73,542)	(\$280,391)	(\$46,870)	(\$178,534)	(\$27,000)
Annual Deposit	\$86,457	\$86,457	\$86,457	\$86,457	\$86,457	\$86,457	\$86,457	\$86,457	\$86,457	\$27,000
End of Year Balance	\$155,983	\$189,070	\$228,668	\$256,850	\$333,507	\$346,423	\$152,489	\$192,076	\$100,000	\$100,000
Cumulative Expenditures	(\$3,275,069)	(\$3,328,439)	(\$3,375,299)	(\$3,431,574)	(\$3,443,374)	(\$3,515,916)	(\$3,797,307)	(\$3,844,177)	(\$4,022,711)	(\$4,049,711)
Cumulative Receipts	\$3,431,053	\$3,517,510	\$3,603,967	\$3,690,424	\$3,776,882	\$3,863,339	\$3,949,796	\$4,036,253	\$4,122,711	\$4,149,711

INFLATION ADJUSTED FUNDING

The Cash Flow Method calculations on Page A4 have been done in today's dollars with no adjustment for inflation. At Miller+Dodson, we believe that long-term inflation forecasting is effective at demonstrating the power of compounding, not at calculating appropriate funding levels for Replacement Reserves. We have developed this proprietary model to estimate the short-term impact of inflation on Replacement Reserve funding.

\$98,867 2025 - CASH FLOW METHOD RECOMMENDED FUNDING

The 2025 Study Year calculations have been made using current replacement costs.

\$102,821 2026 - 4% INFLATION ADJUSTED FUNDING

A new analysis calculates the 2026 funding based on three assumptions:

- Starting Balance totaling \$576,573 on May 1, 2026.
- 2026 Non inflation replacement costs listed in Section C, \$54,620, will be replaced at approximately \$56,805, 4.00% inflation increase to 2025 costs.
- The \$102,821 inflation-adjusted funding in 2026 is a 4% increase over the non-inflation-adjusted funding of \$98,867.

\$106,934 2027 - 4% INFLATION ADJUSTED FUNDING

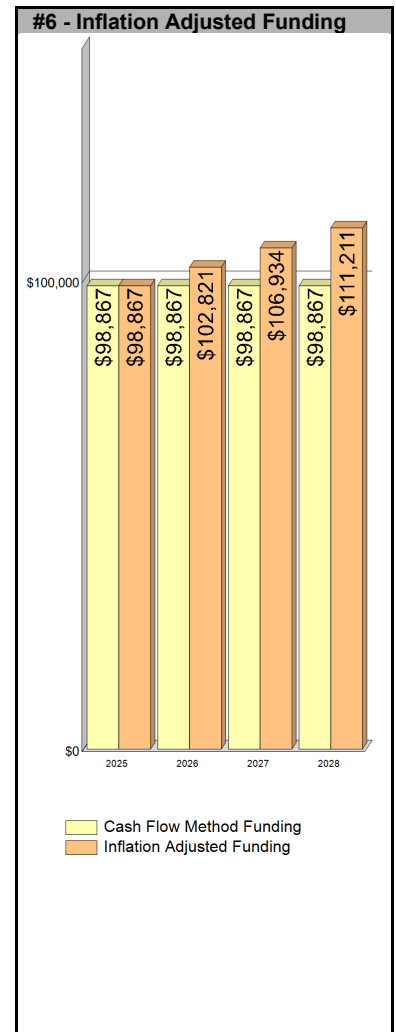
A new analysis calculates the 2027 funding based on three assumptions:

- Starting balance of approximately \$622,589 = 2026 Starting Balance \$576,573, plus Inflation Adjusted Funding \$102,821 for 2026, minus \$56,805 2025 Inflation Adjusted Cost.
- 2027 Non inflation replacement costs listed in Section C, \$23,610, will be replaced at approximately \$25,499, 8.00% inflation increase to 2025 costs.
- The \$106,934 inflation-adjusted funding in 2027 is a 4% increase over the non-inflation-adjusted funding of \$102,821 for 2026.

\$111,211 2028 - 4% INFLATION ADJUSTED FUNDING

A new analysis calculates the 2028 funding based on three assumptions:

- Starting balance of approximately \$704,025 = 2027 Starting Balance \$622,589, plus Inflation Adjusted Funding \$106,934 for 2027, minus \$25,499 2025 Inflation Adjusted Cost.
- 2028 Non inflation replacement costs listed in Section C, \$6,350, will be replaced at approximately \$7,112, 12.00% inflation increase to 2025 costs.
- The \$111,211 inflation-adjusted funding in 2028 is a 4% increase over the non-inflation-adjusted funding of \$106,934 for 2027.



Year Four and Beyond

The inflation-adjusted funding calculations outlined above are not intended to be a substitute for periodic evaluation of common elements by an experienced Reserve Analyst. Industry Standards, lender requirements, and many state and local statutes require a Replacement Reserve Study to be professionally updated every 3 to 5 years.

Inflation Adjustment

Prior to approving a budget based upon the 2026, 2027 and 2028 inflation-adjusted funding calculations above, the 4.00 percent base rate of inflation used in our calculations should be compared to rates published by the Bureau of Labor Statistics. If there is a significant discrepancy (over 1 percentage point), contact Miller+Dodson Associates prior to using the Inflation Adjusted Funding.

Interest on Reserves

The recommended funding calculations do not account for interest earned on Replacement Reserves. In 2025, based on a 1.00 percent interest rate, we estimate the Association may earn \$5,530 on an average balance of \$553,041, \$5,996 on an average balance of \$599,581 in 2026, and \$6,633 on \$663,307 in 2027. The Association may elect to attribute 100 percent of the earned interest to Reserves, resulting in a reduction in the 2025 funding from \$98,867 to \$93,336 (a 5.59 percent reduction), \$102,821 to \$96,825 in 2026 (a 5.83 percent reduction), and \$106,934 to \$100,301 in 2027 (a 6.20 percent reduction).

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SECTION B - REPLACEMENT RESERVE INVENTORY

- **PROJECTED REPLACEMENTS.** Five Forks Village - Replacement Reserve Inventory identifies 91 items that are Projected Replacements, and the periodic replacements of these items are scheduled for funding from Replacement Reserves. The Projected Replacements have an estimated one-time replacement cost of \$1,807,605. Cumulative Replacements totaling \$4,049,711 are scheduled in the Replacement Reserve Inventory over the 40-year Study Period. Cumulative Replacements include those components that are replaced more than once during the period of the study.

Projected Replacements are the replacement of commonly owned physical assets that require periodic replacement and whose replacement is to be funded from Replacement Reserves.

- **TAX CODE.** The United States Tax Code grants favorable tax status to Replacement Reserves, conditioned on expenditures being made within certain guidelines. These guidelines typically exclude maintenance activities, minor repairs, and capital improvements.
- **EXCLUDED ITEMS.** Some of the items contained in the Replacement Reserve Inventory are 'Excluded Items'. Multiple categories of items are typically excluded from funding by Replacement Reserves, including but not limited to:

Value. Items with a replacement cost of less than \$1000 and/or a normal economic life of less than 3 years are typically excluded from funding from Replacement Reserves. This exclusion should reflect the Association policy on the administration of Replacement Reserves. If the Association has selected an alternative level, it will be noted in the Replacement Reserve Inventory - General Comments on Page B.2.

Long-lived Items. Items are excluded from the Replacement Reserve Inventory when items are properly maintained and are assumed to have a life equal to the property.

Unit Improvements. Items owned by a single unit and where the items serve a single unit are generally assumed to be the responsibility of that unit, not the Association.

Other Non-Common Improvements. Items owned by the local government, public and private utility companies, the United States Postal Service, Master Associations, state and local highway authorities, etc., may be installed on property that is owned by the Association. These types of items are generally not the responsibility of the Association and are excluded from the Replacement Reserve Inventory.

- **CATEGORIES.** The 91 items included in the Five Forks Village Replacement Reserve Inventory are divided into 4 major categories. Each category is printed on a separate page, beginning on page B.3.
- **LEVEL OF SERVICE.** This Replacement Reserve Inventory has been developed in compliance with the standards established for a Level 2 Update, as defined by the National Reserve Study Standards, established in 1998 by the Community Associations Institute, which states:

This study has been performed as a Level 2 Update with Site Visit/On-Site Review as defined by the Community Associations Institute's, National Reserve Study Standards. As such, the component inventory is based on the study that was performed by Miller Dodson Assoc. in 2020. This inventory was adjusted to reflect changes provided by the Community Manager and/or the Board of Directors, or adjustments made based on the site visit and visual assessment performed by the Analyst. The analysis, including fund status and funding plan, is developed from the adjusted inventory.

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REPLACEMENT RESERVE INVENTORY - GENERAL INFORMATION (CONT'D)

- **INVENTORY DATA.** Each of the 91 Projected Replacements listed in the Replacement Reserve Inventory includes the following data:
 - Item Number.** The Item Number is assigned sequentially and is intended for identification purposes only.
 - Item Description.** We have identified each item included in the Inventory. Additional information may be included in the Comments section at the bottom of each page of the Inventory.
 - Units.** We have used standard abbreviations to identify the number of units including SF-square feet, LF-lineal feet, SY-square yard, LS-lump sum, EA-each, and PR-pair. Non-standard abbreviations are noted in the Comments section at the bottom of the page.
 - Number of Units.** The methods used to develop the quantities are discussed in "Level of Service" above.
 - Unit Replacement Cost.** We use four sources to develop the unit cost data shown in the Inventory; actual replacement cost data provided by the client, information provided by local contractors and suppliers, industry standard estimating manuals, and a cost database we have developed based upon our detailed interviews with contractors and service providers who are specialists in their respective lines of work.
 - Normal Economic Life (Years).** The number of years that a new and properly installed item should be expected to remain in service.
 - Remaining Economic Life (Years).** The estimated number of years before an item will need to be replaced. In "normal" conditions, this could be calculated by subtracting the age of the item from the Normal Economic Life of the item, but only rarely do physical assets age "normally". Some items may have longer or shorter lives depending on many factors such as environment, initial quality of the item, maintenance, etc.
 - Total Replacement Cost.** This is calculated by multiplying the Unit Replacement Cost by the Number of Units.
- **PARTIAL FUNDING.** Items may have been included in the Replacement Reserve Inventory at less than 100 percent of their full quantity and/or replacement cost. This is done on items that will never be replaced in their entirety, but which may require periodic replacements over an extended period of time. The assumptions that provide the basis for any partial funding are noted in the Comments section.
- **REMAINING ECONOMIC LIFE GREATER THAN 40 YEARS.** The calculations do not include funding for initial replacements beyond 40 years. These replacements are included in this Study for tracking and evaluation. They should be included for funding in future Studies, when they enter the 40-year window.
- **ACCURACY OF THE ANALYSIS.** The accuracy of the Replacement Reserve Analysis is dependent upon expenditures from Replacement Reserves being made ONLY for the 91 Projected Replacements specifically listed in the Replacement Reserve Inventory. The inclusion/exclusion of items from the Replacement Reserve Inventory is discussed on Page B.1.

SITE ITEMS PROJECTED REPLACEMENTS					NEL- Normal Economic Life (yrs) REL- Remaining Economic Life (yrs)		
ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NEL	REL	REPLACEMENT COST (\$)
1	Repoint brick/stone monuments (10% allowance)	sf	1,650	\$10.00	10	8	\$16,500
2	Replace "Village" monument wood sign	sf	60	\$175.00	20	2	\$10,500
	Replace "Cascade" metal signs						EXCLUDED
	Replace "Cascade" rear metal letters						EXCLUDED
3	Vehicular entry, swing gate (20' x 6')	pr	2	\$12,500.00	10	9	\$25,000
4	Vehicular entry, entry gate control mechanism	ea	4	\$8,500.00	15	14	\$34,000
5	Asphalt pavement, seal coat	sf	47,454	\$0.25	5	none	\$11,864
6	Asphalt pavement, mill and overlay	sf	47,454	\$2.45	20	7	\$116,262
7	Asphalt path, overlay	sf	20,000	\$6.00	15	6	\$120,000
8	Asphalt path, patch (5% allowance)	sf	922	\$5.00	5	none	\$4,610
9	Concrete culverts at footpath	ea	2	\$3,750.00	35	10	\$7,500
10	Concrete, curb and gutter (6% allowance)	ft	770	\$42.00	6	1	\$32,340
11	Concrete sidewalk (6% allowance)	sf	895	\$14.00	6	1	\$12,530
12	Fence, vinyl 3-rail and post	ft	1,200	\$30.00	25	7	\$36,000
13	Wood gazebo	ls	1	\$7,500.00	20	5	\$7,500
14	Flag poles, entrance	ea	3	\$1,450.00	25	3	\$4,350
15	Flagpole, clubhouse	ea	1	\$1,450.00	25	20	\$1,450
16	Clubhouse area lights, poles	ea	10	\$1,800.00	35	10	\$18,000
17	Clubhouse area lights, standard single head	ea	10	\$700.00	20	10	\$7,000
18	Landscape lighting	ls	1	\$150.00	10	2	\$150
Replacement Costs - Page Subtotal							\$465,556

COMMENTS

- Replace "Cascade" metal signs - [09/09/2024] excluded per board.
- Replace "Cascade" rear metal letters - [09/09/2024] excluded per board.
- Item #3: Vehicular entry, swing gate (20' x 6') - Added to 2025 update.
- Item #4: Vehicular entry, entry gate control mechanism - Added to 2025 update.
- Item #7: Asphalt path, overlay - Quantity increased to include new overlay on fitness trail.
- Item #15: Flagpole, clubhouse - One flagpole added at clubhouse in 2023.

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SITE ITEMS PROJECTED REPLACEMENTS					NEL- Normal Economic Life (yrs) REL- Remaining Economic Life (yrs)		
ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NEL	REL	REPLACEMENT COST (\$)
19	Shed at clubhouse	sf	294	\$75.00	40	33	\$22,050
20	Pet waste stations	ls	1	\$3,400.00	25	18	\$3,400
21	Water main to clubhouse and pool (10% allowance)	ft	26	\$135.00	10	2	\$3,510
22	Sanitary sewer laterals clubhouse and pool (10%	ft	26	\$200.00	10	2	\$5,200
23	Stormwater pond management (allowance)	ls	1	\$5,000.00	5	1	\$5,000
24	Stormwater pond, aeration fountain	ea	1	\$7,500.00	10	4	\$7,500
	Stormwater pond dredging, Cogbill (allowance)						EXCLUDED
	Stormwater pond, spillway/culverts						EXCLUDED
	Stormwater pond dredging, clubhouse (allowance)						EXCLUDED
	Stormwater pond, outlet structure						EXCLUDED
	Stormwater pond dredging (allowance)						EXCLUDED
	Stormwater pond, outlet structure						EXCLUDED
25	Irrigation, controller	ea	1	\$800.00	10	8	\$800
Replacement Costs - Page Subtotal							\$47,460

COMMENTS
- Item #23: Stormwater pond management (allowance) - Added to 2025 update per BOD. - Item #24: Stormwater pond, aeration fountain - Fountain remains responsibility of Association per BOD. - Stormwater pond dredging, Cogbill (allowance) - [09/09/2024] excluded per board as all ponds are the responsibility of the local municipality. - Stormwater pond, spillway/culverts - [09/09/2024] excluded per board. - Stormwater pond dredging, clubhouse (allowance) - [09/09/2024] excluded per board. - Stormwater pond, outlet structure - [09/09/2024] excluded per board. - Stormwater pond dredging (allowance) - [09/09/2024] excluded per board. - Stormwater pond, outlet structure - [09/09/2024] excluded per board. - Item #25: Irrigation, controller - New in 2023. \$400

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EXTERIOR ITEMS - CLUBHOUSE PROJECTED REPLACEMENTS					NEL- Normal Economic Life (yrs) REL- Remaining Economic Life (yrs)		
ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NEL	REL	REPLACEMENT COST (\$)
26	Roofing, asphalt shingles	sf	8,200	\$5.00	25	13	\$41,000
27	Gutter and downspouts, 5" aluminum (10 feet	ft	325	\$12.00	30	13	\$3,900
28	Siding and trim, vinyl, standard	sf	9,070	\$9.00	35	8	\$81,630
29	Column, wood	ft	104	\$39.00	25	4	\$4,056
30	Windows	sf	210	\$68.00	40	13	\$14,280
31	Door, steel, flush, single (3' X 6'8")	ea	4	\$1,800.00	25	5	\$7,200
32	Door, steel, flush, double (6' X 6'8")	ea	1	\$3,200.00	25	5	\$3,200
33	Door, fiberglass, double (6' X 6'8") with glass	ea	4	\$4,500.00	30	20	\$18,000
34	Door transom	ea	4	\$800.00	25	5	\$3,200
35	Balcony/deck, structure PTL	sf	272	\$25.00	45	12	\$6,800
36	Balcony/deck, decking PTL	sf	272	\$14.00	15	none	\$3,808
37	Wood stair, composite decking,	cy	17	\$14.00	15	5	\$238
38	Railing, vinyl	ea	100	\$31.00	10	5	\$3,100
39	Trellis, wood, painted	sf	500	\$48.00	25	15	\$24,000
40	French drains	ls	1	\$3,500.00	30	23	\$3,500
Replacement Costs - Page Subtotal							\$217,912

COMMENTS

- Please note that a Reserve Study is based on a visual assessment of those conditions that are visible and apparent at the time of the condition assessment. A comprehensive structural evaluation of the deck/balcony structures is beyond the scope of a Reserve Study. It is recommended that the Association engage a Structural Engineer to conduct a more comprehensive evaluation of the decks/balconies and other building structural elements.

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INTERIOR ITEMS - CLUBHOUSE PROJECTED REPLACEMENTS					NEL- Normal Economic Life (yrs) REL- Remaining Economic Life (yrs)		
ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NEL	REL	REPLACEMENT COST (\$)
41	Flooring, wood laminate, replace	sf	1,400	\$18.00	30	21	\$25,200
42	Interior lighting, general	ls	1	\$5,000.00	30	10	\$5,000
43	Furniture, meeting room	ls	1	\$7,500.00	15	6	\$7,500
44	Furniture, stack chairs	ea	68	\$85.00	15	6	\$5,780
45	Furniture, folding tables	ea	15	\$250.00	15	6	\$3,750
46	Kitchen, residential, electric range	ea	1	\$1,200.00	21	19	\$1,200
47	Kitchen, residential, microwave	ea	1	\$570.00	21	19	\$570
48	Kitchen, residential, refrigerator	ea	1	\$1,600.00	21	19	\$1,600
49	Kitchen, residential, dishwasher	ea	1	\$1,000.00	21	19	\$1,000
50	Counter-top, granite with sink	ft	34	\$145.00	21	14	\$4,930
51	Kitchen, residential, cabinets	ft	20	\$275.00	21	14	\$5,500
52	Restroom, single, renovation (allowance)	ea	4	\$6,500.00	20	5	\$26,000
53	Water fountain	ea	1	\$1,250.00	20	1	\$1,250
54	Water heater, electric, 40 gallons	ea	1	\$1,500.00	15	1	\$1,500
55	HVAC split system, (3 ton), full system replacement	ea	2	\$8,500.00	15	8	\$17,000
	Security system						EXCLUDED
56	Security system cameras	ea	16	\$200.00	15	8	\$3,200
57	Building entry system, fob station and electronic	ea	1	\$800.00	20	5	\$800
58	Furnishings, flatscreen TV	ea	1	\$800.00	14	6	\$800
Replacement Costs - Page Subtotal							\$112,580

COMMENTS

- Item #42: Interior lighting, general - Added to 2025 update.
- Security system - [09/09/2024] excluded per board. Maintained by security company.
- Item #56: Security system cameras - Continue to be maintained by Association.
- Item #57: Building entry system, fob station and electronic door latch - Added to 2024 study.

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RECREATION ITEMS - SWIMMING POOL PROJECTED REPLACEMENTS					NEL- Normal Economic Life (yrs) REL- Remaining Economic Life (yrs)		
ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NEL	REL	REPLACEMENT COST (\$)
59	Swimming pool, structure, concrete	sf	4,300	\$120.00	40	15	\$516,000
60	Swimming pool, whitecoat	sf	4,300	\$17.00	10	8	\$73,100
61	Swimming pool, waterline tile (6x6)	ft	355	\$22.00	10	8	\$7,810
62	Swimming pool, coping, precast concrete	ft	355	\$75.00	20	13	\$26,625
63	Swimming pool, caulk at coping	ft	355	\$7.25	10	8	\$2,574
64	Swimming pool, cover, safety mesh	sf	4,300	\$4.00	12	12	\$17,200
65	Swimming pool deck, concrete (20% allowance)	sf	1,445	\$16.00	5	none	\$23,120
66	Swimming pool, pump (1 hp) wading pool	ea	1	\$2,500.00	10	8	\$2,500
67	Swimming pool, pump (7.5 hp) main pool	ea	1	\$9,800.00	10	8	\$9,800
68	Swimming pool, filtration, wading pool	ea	1	\$1,800.00	15	none	\$1,800
69	Swimming pool, filtration, main pool	ea	3	\$2,200.00	15	none	\$6,600
70	Swimming pool furniture (allowance)	ls	1	\$2,000.00	1	1	\$2,000
71	Pool furniture, chair, vinyl strap	ea	37	\$125.00	15	13	\$4,625
72	Swimming pool, lifeguard stands, ladders	ls	1	\$5,600.00	20	13	\$5,600
73	Swimming pool grill	ea	1	\$1,500.00	15	4	\$1,500
74	Swimming pool tent	ea	5	\$450.00	12	2	\$2,250
75	Fence, 4' aluminum with 2 rails and pickets	ft	54	\$50.00	40	36	\$2,700
76	Fence, 6' aluminum with 3 rails and pickets	ft	483	\$67.00	40	36	\$32,361
Replacement Costs - Page Subtotal							\$738,165

COMMENTS
- Item #60: Swimming pool, whitecoat - New 2023. - Item #61: Swimming pool, waterline tile (6x6) - New 2023. - Item #63: Swimming pool, caulk at coping - Added to 2025 study. - Item #64: Swimming pool, cover, safety mesh - Cover is new. Will be installed at end of 2024 season. - Item #66: Swimming pool, pump (1 hp) wading pool - New in 2023. - Item #67: Swimming pool, pump (7.5 hp) main pool - New in 2023. - Item #75: Fence, 4' aluminum with 2 rails and pickets - Al. fence replaced chain link since our previous study.

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RECREATION ITEMS - TENNIS COURTS AND TOT LOT PROJECTED REPLACEMENTS					NEL- Normal Economic Life (yrs) REL- Remaining Economic Life (yrs)		
ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NEL	REL	REPLACEMENT COST (\$)
77	Tennis court, asphalt overlay	sf	14,400	\$5.80	20	5	\$83,520
78	Tennis court, color coat (3 coats)	sf	14,400	\$1.20	5	5	\$17,280
79	Tennis court, net	ea	2	\$450.00	5	5	\$900
80	Tennis court, post and footings	pr	2	\$1,800.00	20	5	\$3,600
81	Tennis court, fence, 10' vinyl coated	ft	520	\$42.00	45	5	\$21,840
82	Tot lot, play structure, large	ea	1	\$30,000.00	15	6	\$30,000
83	Tot lot, play structure, small	ea	1	\$30,000.00	15	6	\$30,000
84	Tot lot, A-frame swing, 6 seat	ea	1	\$2,800.00	15	6	\$2,800
85	Tot lot, assorted small play structures	ls	1	\$6,000.00	15	6	\$6,000
86	Tot lot, hippo/dinosaur	ea	2	\$3,800.00	15	6	\$7,600
87	Tot lot, border synthetic	ft	276	\$17.00	30	10	\$4,692
88	Fitness trail, equipment	ls	1	\$10,000.00	20	6	\$10,000
89	Fitness trail, gravel replenishment	ls	1	\$3,400.00	15	6	\$3,400
90	Bench, PTL wood w/metal supports (7')	ea	4	\$850.00	15	6	\$3,400
91	Trash can and receptacle (32-gallon wood slat)	ea	2	\$450.00	15	6	\$900
Replacement Costs - Page Subtotal							\$225,932

COMMENTS

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VALUATION EXCLUSIONS								
Excluded Items								
ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NEL	REL	REPLACEMENT COST (\$)	
	Site lighting fixtures						EXCLUDED	
	Property identification signage						EXCLUDED	
	Miscellaneous signage						EXCLUDED	
	Bike racks						EXCLUDED	
	Bench						EXCLUDED	
	Picnic table						EXCLUDED	
	Trash receptacles						EXCLUDED	
	Tot lot mulch						EXCLUDED	
	Emergency lighting, exit light, etc.						EXCLUDED	
	Interior doors						EXCLUDED	
	Interior lighting						EXCLUDED	
	Signage						EXCLUDED	
	Toilet accessories						EXCLUDED	
	Bulletin boards						EXCLUDED	

VALUATION EXCLUSIONS	
Comments	
- Valuation Exclusions. For ease of administration of the Replacement Reserves and to reflect accurately how Replacement Reserves are administered, items with a dollar value less than \$1000 have not been scheduled for funding from Replacement Reserve. Examples of items excluded by Replacement Reserves by this standard are listed above. - The list above exemplifies exclusions by the cited standard(s) and is not intended to be comprehensive.	
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LONG-LIFE EXCLUSIONS							
Excluded Items							
ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NEL	REL	REPLACEMENT COST (\$)
	Bollards at entrance to clubhouse area						EXCLUDED
	Miscellaneous culverts						EXCLUDED
	Concrete structures at ponds						EXCLUDED
	Segmental retaining walls						EXCLUDED
	Exterior brick veneer						EXCLUDED
	Building foundation(s)						EXCLUDED
	Concrete floor slabs (interior)						EXCLUDED
	Wall, floor, and roof structure						EXCLUDED
	Common element electrical services						EXCLUDED
	Electrical wiring						EXCLUDED
	Water piping at common facilities						EXCLUDED
	Waste piping at common facilities						EXCLUDED
	Gas services at common facilities						EXCLUDED

LONG-LIFE EXCLUSIONS	
Comments	
- Long Life Exclusions. Components that, when properly maintained, can be assumed to have a life equal to the property as a whole, are normally excluded from the Replacement Reserve Inventory. Examples of items excluded from funding by Replacement Reserves by this standard are listed above. - Exterior masonry is generally assumed to have an unlimited economic life, but periodic repointing is required, and we have included this for funding in the Replacement Reserve Inventory. - The list above exemplifies exclusions by the cited standard(s) and is not intended to be comprehensive.	

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UNIT IMPROVEMENTS EXCLUSIONS							
Excluded Items							
ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NEL	REL	REPLACEMENT COST (\$)
	Domestic water pipes serving one unit						EXCLUDED
	Sanitary sewers serving one unit						EXCLUDED
	Electrical wiring serving one unit						EXCLUDED
	Driveway on an individual lot						EXCLUDED
	Sidewalk on an individual lot						EXCLUDED
	Fence on an individual lot						EXCLUDED
	Unit exterior						EXCLUDED
	Unit interior						EXCLUDED
	Unit HVAC system						EXCLUDED

UNIT IMPROVEMENTS EXCLUSIONS	
Comments	
- Unit improvement Exclusions. We understand that the elements of the project that relate to a single unit are the responsibility of that unit owner. Examples of items excluded from funding by Replacement Reserves by this standard are listed above. - The list above exemplifies exclusions by the cited standard(s) and is not intended to be comprehensive.	

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UTILITY EXCLUSIONS								
Excluded Items								
ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NEL	REL	REPLACEMENT COST (\$)	
	Primary electric feeds						EXCLUDED	
	Electric transformers						EXCLUDED	
	Cable TV systems and structures						EXCLUDED	
	Telephone cables and structures						EXCLUDED	
	Gas mains and meters						EXCLUDED	
	Water mains and meters						EXCLUDED	
	Stormwater management system						EXCLUDED	

UTILITY EXCLUSIONS	
Comments	
- Utility Exclusions. Many improvements owned by utility companies are on property owned by the Association. We have assumed that repair, maintenance, and replacements of these components will be done at the expense of the appropriate utility company. Examples of items excluded from funding Replacement Reserves by this standard are listed above. - The list above exemplifies exclusions by the cited standard(s) and is not intended to be comprehensive.	

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MAINTENANCE AND REPAIR EXCLUSIONS							
Excluded Items							
ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NEL	REL	REPLACEMENT COST (\$)
	Cleaning of asphalt pavement						EXCLUDED
	Crack sealing of asphalt pavement						EXCLUDED
	Striping of parking spaces						EXCLUDED
	Landscaping and site grading						EXCLUDED
	Exterior painting						EXCLUDED
	Interior painting						EXCLUDED
	Janitorial service						EXCLUDED
	Repair services						EXCLUDED
	Partial replacements						EXCLUDED
	Capital improvements						EXCLUDED

MAINTENANCE AND REPAIR EXCLUSIONS	
Comments	
- Maintenance activities, one-time-only repairs, and capital improvements. These activities are NOT appropriately funded from Replacement Reserves. The inclusion of such component in the Replacement Reserve Inventory could jeopardize the special tax status of ALL Replacement Reserves, exposing the Association to significant tax liabilities. We recommend that the Board of Directors discuss these exclusions and Revenue Ruling 75-370 with a Certified Public Accountant. - Examples of items excluded from funding by Replacement Reserves are listed above. The list above exemplifies exclusions by the cited standard(s) and is not intended to be comprehensive.	

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GOVERNMENT EXCLUSIONS							
Excluded Items							
ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NEL	REL	REPLACEMENT COST (\$)
	Government, roadways and parking						EXCLUDED
	Government, guardrails						EXCLUDED
	Government, sidewalks and curbs						EXCLUDED
	Government, lighting						EXCLUDED
	Government, stormwater management						EXCLUDED
	Government, pond dredging and upkeep						EXCLUDED

GOVERNMENT EXCLUSIONS	
Comments	
- Government Exclusions. We have assumed that some of the improvements installed on property owned by the Association will be maintained by the state, county, or local government, or other association or other responsible entity. Examples of items excluded from funding by Replacement Reserves by this standard are listed above. - Excluded rights-of-way, including adjacent properties and adjacent roadways. - The list above exemplifies exclusions by the cited standard(s) and is not intended to be comprehensive.	

IRRIGATION SYSTEM EXCLUSIONS							
Excluded Items							
ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NEL	REL	REPLACEMENT COST (\$)
	Subsurface irrigation pipe						EXCLUDED
	Subsurface irrigation valve						EXCLUDED
	Subsurface irrigation control wiring						EXCLUDED
	Sprinkler heads						EXCLUDED
	Irrigation system electrical service						EXCLUDED
	Irrigation system enclosures						EXCLUDED

IRRIGATION SYSTEM EXCLUSIONS	
Comments	
Irrigation System Exclusions. We have assumed that the maintenance, repair, and periodic replacement of the components of the extensive irrigation systems at the property will not be funded from Replacement Reserves. These systems should be inspected each spring when the systems are brought online and again each fall when they are winterized. Repair(s) and or replacement(s) should be made in conjunction with these semiannual inspections.	

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OTHER EXCLUSIONS

Excluded Items

ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NEL	REL	REPLACEMENT COST (\$)
	Cascade monument and signage at entrance (by developer)						EXCLUDED

OTHER EXCLUSIONS

Comments

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SECTION C - CALENDAR OF PROJECTED ANNUAL REPLACEMENTS

GENERAL STATEMENT. The 91 Projected Replacements in the Five Forks Village Replacement Reserve Inventory whose replacement is scheduled to be funded from Replacement Reserves are broken down on a year-by-year basis, beginning on Page C.2.

REPLACEMENT RESERVE ANALYSIS AND INVENTORY POLICIES, PROCEDURES, AND ADMINISTRATION

- **REVIEW OF THE REPLACEMENT RESERVE STUDY.** For this study to be effective, it should be reviewed by the Board of Directors, those responsible for the management of the items included in the Replacement Reserve Inventory, and the accounting professionals employed by the Association.
- **REVISIONS.** Revisions will be made to the Replacement Reserve Analysis and Replacement Reserve Inventory in accordance with the written instructions of the Board of Directors. No additional charge is incurred for the first revision if requested in writing within three months of the date of the Replacement Reserve Study. It is our policy to provide revisions in electronic (Adobe PDF) format only. We acknowledge that there are instances in which multiple revisions are necessary. However, unnecessary multiple revisions drain our time and manpower resources. Therefore, MillerDodson will exercise its sole discretion as to whether additional charges are incurred.
- **TAX CODE.** The United States Tax Code grants favorable tax status to a common interest development (CID) meeting certain guidelines for their Replacement Reserve. If a CID files their taxes as a 'Corporation' on Form 1120 (IRC Section 277), these guidelines typically require maintenance activities, partial replacements, minor replacements, capital improvements, and one-time-only replacements to be excluded from Reserves. A CID cannot co-mingle planning for maintenance activities with capital replacement activities in the Reserves (Revenue Ruling 75-370). Funds for maintenance activities and capital replacement activities must be held in separate accounts. If a CID files taxes as an "Exempt Homeowners Association" using Form 1120H (IRC Section 528), the CID does not have to segregate these activities. However, because the CID may elect to change their method of filing from year to year within the Study Period, we advise using the more restrictive approach. We further recommend that the CID consult with their Accountant and consider creating separate and independent accounts and reserves for large maintenance items, such as painting.
- **CONFLICT OF INTEREST.** Neither MillerDodson Associates nor the Reserve Analyst has any prior or existing relationship with this Association which would represent a real or perceived conflict of interest.
- **RELIANCE ON DATA PROVIDED BY THE CLIENT.** Information provided by an official representative of the Association regarding financial, physical conditions, quality, or historical issues is deemed reliable.
- **INTENT.** This Replacement Reserve Study is a reflection of the information provided by the Association and the visual evaluations of the Analyst. It has been prepared for the sole use of the Association and is not for the purpose of performing an audit, quality/forensic analyses, or background checks of historical records.
- **PREVIOUS REPLACEMENTS.** Information provided to MillerDodson Associates regarding prior replacements is considered to be accurate and reliable. Our visual evaluation is not a project audit or quality inspection.
- **EXPERIENCE WITH FUTURE REPLACEMENTS.** The Calendar of Annual Projected Replacements lists replacements we have projected to occur over the Study Period and begins on Page C2. Our actual experience in replacing the items may differ significantly from the cost estimates and time frames shown because of conditions beyond our control. These differences may be caused by maintenance practices, inflation, variations in pricing and market conditions, future technological developments, regulatory actions, acts of God, and luck. Some items may function normally during our visual evaluation and then fail without notice.

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PROJECTED REPLACEMENTS

2025 - Study Year			2026 - YEAR 1		
Item		\$	Item		\$
5	Asphalt pavement, seal coat	\$11,864	10	Concrete, curb and gutter (6% allowance)	\$32,340
8	Asphalt path, patch (5% allowance)	\$4,610	11	Concrete sidewalk (6% allowance)	\$12,530
36	Balcony/deck, decking PTL	\$3,808	23	Stormwater pond management (allowance)	\$5,000
65	Swimming pool deck, concrete (20% allowance)	\$23,120	53	Water fountain	\$1,250
68	Swimming pool, filtration, wading pool	\$1,800	54	Water heater, electric, 40 gallons	\$1,500
69	Swimming pool, filtration, main pool	\$6,600	70	Swimming pool furniture (allowance)	\$2,000
Total Scheduled Replacements		\$51,802	Total Scheduled Replacements		\$54,620
2027 - YEAR 2			2028 - YEAR 3		
Item		\$	Item		\$
2	Replace "Village" monument wood sign	\$10,500	14	Flag poles, entrance	\$4,350
18	Landscape lighting	\$150	70	Swimming pool furniture (allowance)	\$2,000
21	Water main to clubhouse and pool (10% allowance)	\$3,510			
22	Sanitary sewer laterals clubhouse and pool (10%	\$5,200			
70	Swimming pool furniture (allowance)	\$2,000			
74	Swimming pool tent	\$2,250			
Total Scheduled Replacements		\$23,610	Total Scheduled Replacements		\$6,350
2029 - YEAR 4			2030 - YEAR 5		
Item		\$	Item		\$
24	Stormwater pond, aeration fountain	\$7,500	5	Asphalt pavement, seal coat	\$11,864
29	Column, wood	\$4,056	8	Asphalt path, patch (5% allowance)	\$4,610
70	Swimming pool furniture (allowance)	\$2,000	13	Wood gazebo	\$7,500
73	Swimming pool grill	\$1,500	31	Door, steel, flush, single (3' X 6'8")	\$7,200
			32	Door, steel, flush, double (6' X 6'8")	\$3,200
			34	Door transom	\$3,200
			37	Wood stair, composite decking,	\$238
			38	Railing, vinyl	\$3,100
			52	Restroom, single, renovation (allowance)	\$26,000
			57	Building entry system, fob station and electronic door	\$800
			65	Swimming pool deck, concrete (20% allowance)	\$23,120
			70	Swimming pool furniture (allowance)	\$2,000
			77	Tennis court, asphalt overlay	\$83,520
			78	Tennis court, color coat (3 coats)	\$17,280
			79	Tennis court, net	\$900
			80	Tennis court, post and footings	\$3,600
			81	Tennis court, fence, 10' vinyl coated	\$21,840
Total Scheduled Replacements		\$15,056	Total Scheduled Replacements		\$219,972

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PROJECTED REPLACEMENTS

2031 - YEAR 6			2032 - YEAR 7		
Item		\$	Item		\$
7	Asphalt path, overlay	\$120,000	6	Asphalt pavement, mill and overlay	\$116,262
23	Stormwater pond management (allowance)	\$5,000	10	Concrete, curb and gutter (6% allowance)	\$32,340
43	Furniture, meeting room	\$7,500	11	Concrete sidewalk (6% allowance)	\$12,530
44	Furniture, stack chairs	\$5,780	12	Fence, vinyl 3-rail and post	\$36,000
45	Furniture, folding tables	\$3,750	70	Swimming pool furniture (allowance)	\$2,000
58	Furnishings, flatscreen TV	\$800			
70	Swimming pool furniture (allowance)	\$2,000			
82	Tot lot, play structure, large	\$30,000			
83	Tot lot, play structure, small	\$30,000			
84	Tot lot, A-frame swing, 6 seat	\$2,800			
85	Tot lot, assorted small play structures	\$6,000			
86	Tot lot, hippo/dinosaur	\$7,600			
88	Fitness trail, equipment	\$10,000			
89	Fitness trail, gravel replenishment	\$3,400			
90	Bench, PTL wood w/metal supports (7')	\$3,400			
91	Trash can and receptacle (32-gallon wood slat)	\$900			
Total Scheduled Replacements		\$238,930	Total Scheduled Replacements		\$199,132

2033 - YEAR 8			2034 - YEAR 9		
Item		\$	Item		\$
1	Repoint brick/stone monuments (10% allowance)	\$16,500	3	Vehicular entry, swing gate (20' x 6')	\$25,000
25	Irrigation, controller	\$800	70	Swimming pool furniture (allowance)	\$2,000
28	Siding and trim, vinyl, standard	\$81,630			
55	HVAC split system, (3 ton), full system replacement	\$17,000			
56	Security system cameras	\$3,200			
60	Swimming pool, whitecoat	\$73,100			
61	Swimming pool, waterline tile (6x6)	\$7,810			
63	Swimming pool, caulk at coping	\$2,574			
66	Swimming pool, pump (1 hp) wading pool	\$2,500			
67	Swimming pool, pump (7.5 hp) main pool	\$9,800			
70	Swimming pool furniture (allowance)	\$2,000			
Total Scheduled Replacements		\$216,914	Total Scheduled Replacements		\$27,000

2035 - YEAR 10			2036 - YEAR 11		
Item		\$	Item		\$
5	Asphalt pavement, seal coat	\$11,864	23	Stormwater pond management (allowance)	\$5,000
8	Asphalt path, patch (5% allowance)	\$4,610	70	Swimming pool furniture (allowance)	\$2,000
9	Concrete culverts at footpath	\$7,500			
16	Clubhouse area lights, poles	\$18,000			
17	Clubhouse area lights, standard single head	\$7,000			
42	Interior lighting, general	\$5,000			
65	Swimming pool deck, concrete (20% allowance)	\$23,120			
70	Swimming pool furniture (allowance)	\$2,000			
78	Tennis court, color coat (3 coats)	\$17,280			
79	Tennis court, net	\$900			
87	Tot lot, border synthetic	\$4,692			
Total Scheduled Replacements		\$101,966	Total Scheduled Replacements		\$7,000

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PROJECTED REPLACEMENTS

2037 - YEAR 12			2038 - YEAR 13		
Item		\$	Item		\$
18	Landscape lighting	\$150	10	Concrete, curb and gutter (6% allowance)	\$32,340
21	Water main to clubhouse and pool (10% allowance)	\$3,510	11	Concrete sidewalk (6% allowance)	\$12,530
22	Sanitary sewer laterals clubhouse and pool (10%	\$5,200	26	Roofing, asphalt shingles	\$41,000
35	Balcony/deck, structure PTL	\$6,800	27	Gutter and downspouts, 5" aluminum (10 feet above)	\$3,900
64	Swimming pool, cover, safety mesh	\$17,200	30	Windows	\$14,280
70	Swimming pool furniture (allowance)	\$2,000	62	Swimming pool, coping, precast concrete	\$26,625
			70	Swimming pool furniture (allowance)	\$2,000
			71	Pool furniture, chair, vinyl strap	\$4,625
			72	Swimming pool, lifeguard stands, ladders	\$5,600
Total Scheduled Replacements		\$34,860	Total Scheduled Replacements		\$142,900
2039 - YEAR 14			2040 - YEAR 15		
Item		\$	Item		\$
4	Vehicular entry, entry gate control mechanism	\$34,000	5	Asphalt pavement, seal coat	\$11,864
24	Stormwater pond, aeration fountain	\$7,500	8	Asphalt path, patch (5% allowance)	\$4,610
50	Counter-top, granite with sink	\$4,930	36	Balcony/deck, decking PTL	\$3,808
51	Kitchen, residential, cabinets	\$5,500	38	Railing, vinyl	\$3,100
70	Swimming pool furniture (allowance)	\$2,000	39	Trellis, wood, painted	\$24,000
74	Swimming pool tent	\$2,250	59	Swimming pool, structure, concrete	\$516,000
			65	Swimming pool deck, concrete (20% allowance)	\$23,120
			68	Swimming pool, filtration, wading pool	\$1,800
			69	Swimming pool, filtration, main pool	\$6,600
			70	Swimming pool furniture (allowance)	\$2,000
			78	Tennis court, color coat (3 coats)	\$17,280
			79	Tennis court, net	\$900
Total Scheduled Replacements		\$56,180	Total Scheduled Replacements		\$615,082
2041 - YEAR 16			2042 - YEAR 17		
Item		\$	Item		\$
23	Stormwater pond management (allowance)	\$5,000	70	Swimming pool furniture (allowance)	\$2,000
54	Water heater, electric, 40 gallons	\$1,500			
70	Swimming pool furniture (allowance)	\$2,000			
Total Scheduled Replacements		\$8,500	Total Scheduled Replacements		\$2,000

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PROJECTED REPLACEMENTS

2043 - YEAR 18			2044 - YEAR 19		
Item		\$	Item		\$
1	Repoint brick/stone monuments (10% allowance)	\$16,500	3	Vehicular entry, swing gate (20' x 6')	\$25,000
20	Pet waste stations	\$3,400	10	Concrete, curb and gutter (6% allowance)	\$32,340
25	Irrigation, controller	\$800	11	Concrete sidewalk (6% allowance)	\$12,530
60	Swimming pool, whitecoat	\$73,100	46	Kitchen, residential, electric range	\$1,200
61	Swimming pool, waterline tile (6x6)	\$7,810	47	Kitchen, residential, microwave	\$570
63	Swimming pool, caulk at coping	\$2,574	48	Kitchen, residential, refrigerator	\$1,600
66	Swimming pool, pump (1 hp) wading pool	\$2,500	49	Kitchen, residential, dishwasher	\$1,000
67	Swimming pool, pump (7.5 hp) main pool	\$9,800	70	Swimming pool furniture (allowance)	\$2,000
70	Swimming pool furniture (allowance)	\$2,000	73	Swimming pool grill	\$1,500
Total Scheduled Replacements		\$118,484	Total Scheduled Replacements		\$77,740
2045 - YEAR 20			2046 - YEAR 21		
Item		\$	Item		\$
5	Asphalt pavement, seal coat	\$11,864	7	Asphalt path, overlay	\$120,000
8	Asphalt path, patch (5% allowance)	\$4,610	23	Stormwater pond management (allowance)	\$5,000
15	Flagpole, clubhouse	\$1,450	41	Flooring, wood laminate, replace	\$25,200
33	Door, fiberglass, double (6' X 6'8") with glass	\$18,000	43	Furniture, meeting room	\$7,500
37	Wood stair, composite decking,	\$238	44	Furniture, stack chairs	\$5,780
58	Furnishings, flatscreen TV	\$800	45	Furniture, folding tables	\$3,750
65	Swimming pool deck, concrete (20% allowance)	\$23,120	53	Water fountain	\$1,250
70	Swimming pool furniture (allowance)	\$2,000	70	Swimming pool furniture (allowance)	\$2,000
78	Tennis court, color coat (3 coats)	\$17,280	82	Tot lot, play structure, large	\$30,000
79	Tennis court, net	\$900	83	Tot lot, play structure, small	\$30,000
Total Scheduled Replacements		\$80,262	Total Scheduled Replacements		\$254,580
2047 - YEAR 22			2048 - YEAR 23		
Item		\$	Item		\$
2	Replace "Village" monument wood sign	\$10,500	40	French drains	\$3,500
18	Landscape lighting	\$150	55	HVAC split system, (3 ton), full system replacement	\$17,000
21	Water main to clubhouse and pool (10% allowance)	\$3,510	56	Security system cameras	\$3,200
22	Sanitary sewer laterals clubhouse and pool (10%	\$5,200	70	Swimming pool furniture (allowance)	\$2,000
70	Swimming pool furniture (allowance)	\$2,000	Total Scheduled Replacements		\$25,700
Total Scheduled Replacements		\$21,360	Total Scheduled Replacements		\$25,700

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PROJECTED REPLACEMENTS

2049 - YEAR 24			2050 - YEAR 25		
Item		\$	Item		\$
24	Stormwater pond, aeration fountain	\$7,500	5	Asphalt pavement, seal coat	\$11,864
64	Swimming pool, cover, safety mesh	\$17,200	8	Asphalt path, patch (5% allowance)	\$4,610
70	Swimming pool furniture (allowance)	\$2,000	10	Concrete, curb and gutter (6% allowance)	\$32,340
			11	Concrete sidewalk (6% allowance)	\$12,530
			13	Wood gazebo	\$7,500
			38	Railing, vinyl	\$3,100
			52	Restroom, single, renovation (allowance)	\$26,000
			57	Building entry system, fob station and electronic door	\$800
			65	Swimming pool deck, concrete (20% allowance)	\$23,120
			70	Swimming pool furniture (allowance)	\$2,000
			77	Tennis court, asphalt overlay	\$83,520
			78	Tennis court, color coat (3 coats)	\$17,280
			79	Tennis court, net	\$900
			80	Tennis court, post and footings	\$3,600
Total Scheduled Replacements		\$26,700	Total Scheduled Replacements		\$229,164

2051 - YEAR 26			2052 - YEAR 27		
Item		\$	Item		\$
23	Stormwater pond management (allowance)	\$5,000	6	Asphalt pavement, mill and overlay	\$116,262
70	Swimming pool furniture (allowance)	\$2,000	70	Swimming pool furniture (allowance)	\$2,000
74	Swimming pool tent	\$2,250			
88	Fitness trail, equipment	\$10,000			
Total Scheduled Replacements		\$19,250	Total Scheduled Replacements		\$118,262

2053 - YEAR 28			2054 - YEAR 29		
Item		\$	Item		\$
1	Repoint brick/stone monuments (10% allowance)	\$16,500	3	Vehicular entry, swing gate (20' x 6')	\$25,000
14	Flag poles, entrance	\$4,350	4	Vehicular entry, entry gate control mechanism	\$34,000
25	Irrigation, controller	\$800	29	Column, wood	\$4,056
60	Swimming pool, whitecoat	\$73,100	70	Swimming pool furniture (allowance)	\$2,000
61	Swimming pool, waterline tile (6x6)	\$7,810			
63	Swimming pool, caulk at coping	\$2,574			
66	Swimming pool, pump (1 hp) wading pool	\$2,500			
67	Swimming pool, pump (7.5 hp) main pool	\$9,800			
70	Swimming pool furniture (allowance)	\$2,000			
71	Pool furniture, chair, vinyl strap	\$4,625			
Total Scheduled Replacements		\$124,059	Total Scheduled Replacements		\$65,056

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PROJECTED REPLACEMENTS

Item	2055 - YEAR 30	\$	Item	2056 - YEAR 31	\$
5	Asphalt pavement, seal coat	\$11,864	10	Concrete, curb and gutter (6% allowance)	\$32,340
8	Asphalt path, patch (5% allowance)	\$4,610	11	Concrete sidewalk (6% allowance)	\$12,530
17	Clubhouse area lights, standard single head	\$7,000	23	Stormwater pond management (allowance)	\$5,000
31	Door, steel, flush, single (3' X 6'8")	\$7,200	54	Water heater, electric, 40 gallons	\$1,500
32	Door, steel, flush, double (6' X 6'8")	\$3,200	70	Swimming pool furniture (allowance)	\$2,000
34	Door transom	\$3,200			
36	Balcony/deck, decking PTL	\$3,808			
65	Swimming pool deck, concrete (20% allowance)	\$23,120			
68	Swimming pool, filtration, wading pool	\$1,800			
69	Swimming pool, filtration, main pool	\$6,600			
70	Swimming pool furniture (allowance)	\$2,000			
78	Tennis court, color coat (3 coats)	\$17,280			
79	Tennis court, net	\$900			
Total Scheduled Replacements		\$92,582	Total Scheduled Replacements		\$53,370
Item	2057 - YEAR 32	\$	Item	2058 - YEAR 33	\$
12	Fence, vinyl 3-rail and post	\$36,000	19	Shed at clubhouse	\$22,050
18	Landscape lighting	\$150	62	Swimming pool, coping, precast concrete	\$26,625
21	Water main to clubhouse and pool (10% allowance)	\$3,510	70	Swimming pool furniture (allowance)	\$2,000
22	Sanitary sewer laterals clubhouse and pool (10% allowance)	\$5,200	72	Swimming pool, lifeguard stands, ladders	\$5,600
70	Swimming pool furniture (allowance)	\$2,000			
Total Scheduled Replacements		\$46,860	Total Scheduled Replacements		\$56,275
Item	2059 - YEAR 34	\$	Item	2060 - YEAR 35	\$
24	Stormwater pond, aeration fountain	\$7,500	5	Asphalt pavement, seal coat	\$11,864
58	Furnishings, flatscreen TV	\$800	8	Asphalt path, patch (5% allowance)	\$4,610
70	Swimming pool furniture (allowance)	\$2,000	37	Wood stair, composite decking,	\$238
73	Swimming pool grill	\$1,500	38	Railing, vinyl	\$3,100
			50	Counter-top, granite with sink	\$4,930
			51	Kitchen, residential, cabinets	\$5,500
			65	Swimming pool deck, concrete (20% allowance)	\$23,120
			70	Swimming pool furniture (allowance)	\$2,000
			78	Tennis court, color coat (3 coats)	\$17,280
			79	Tennis court, net	\$900
Total Scheduled Replacements		\$11,800	Total Scheduled Replacements		\$73,542

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PROJECTED REPLACEMENTS

2061 - YEAR 36			2062 - YEAR 37		
Item		\$	Item		\$
7	Asphalt path, overlay	\$120,000	10	Concrete, curb and gutter (6% allowance)	\$32,340
23	Stormwater pond management (allowance)	\$5,000	11	Concrete sidewalk (6% allowance)	\$12,530
43	Furniture, meeting room	\$7,500	70	Swimming pool furniture (allowance)	\$2,000
44	Furniture, stack chairs	\$5,780			
45	Furniture, folding tables	\$3,750			
64	Swimming pool, cover, safety mesh	\$17,200			
70	Swimming pool furniture (allowance)	\$2,000			
75	Fence, 4' aluminum with 2 rails and pickets	\$2,700			
76	Fence, 6' aluminum with 3 rails and pickets	\$32,361			
82	Tot lot, play structure, large	\$30,000			
83	Tot lot, play structure, small	\$30,000			
84	Tot lot, A-frame swing, 6 seat	\$2,800			
85	Tot lot, assorted small play structures	\$6,000			
86	Tot lot, hippo/dinosaur	\$7,600			
89	Fitness trail, gravel replenishment	\$3,400			
90	Bench, PTL wood w/metal supports (7')	\$3,400			
91	Trash can and receptacle (32-gallon wood slat)	\$900			
Total Scheduled Replacements		\$280,391	Total Scheduled Replacements		\$46,870

2063 - YEAR 38			2064 - YEAR 39		
Item		\$	Item		\$
1	Repoint brick/stone monuments (10% allowance)	\$16,500	3	Vehicular entry, swing gate (20' x 6')	\$25,000
25	Irrigation, controller	\$800	70	Swimming pool furniture (allowance)	\$2,000
26	Roofing, asphalt shingles	\$41,000			
55	HVAC split system, (3 ton), full system replacement	\$17,000			
56	Security system cameras	\$3,200			
60	Swimming pool, whitecoat	\$73,100			
61	Swimming pool, waterline tile (6x6)	\$7,810			
63	Swimming pool, caulk at coping	\$2,574			
66	Swimming pool, pump (1 hp) wading pool	\$2,500			
67	Swimming pool, pump (7.5 hp) main pool	\$9,800			
70	Swimming pool furniture (allowance)	\$2,000			
74	Swimming pool tent	\$2,250			
Total Scheduled Replacements		\$178,534	Total Scheduled Replacements		\$27,000

2065 (beyond study period)			2066 (beyond study period)		
Item		\$	Item		\$
5	Asphalt pavement, seal coat	\$11,864	23	Stormwater pond management (allowance)	\$5,000
8	Asphalt path, patch (5% allowance)	\$4,610	53	Water fountain	\$1,250
39	Trellis, wood, painted	\$24,000	70	Swimming pool furniture (allowance)	\$2,000
42	Interior lighting, general	\$5,000			
46	Kitchen, residential, electric range	\$1,200			
47	Kitchen, residential, microwave	\$570			
48	Kitchen, residential, refrigerator	\$1,600			
49	Kitchen, residential, dishwasher	\$1,000			
65	Swimming pool deck, concrete (20% allowance)	\$23,120			
70	Swimming pool furniture (allowance)	\$2,000			
78	Tennis court, color coat (3 coats)	\$17,280			
79	Tennis court, net	\$900			
87	Tot lot, border synthetic	\$4,692			
Total Scheduled Replacements		\$97,836	Total Scheduled Replacements		\$8,250

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SECTION D - CONDITION ASSESSMENT

General Comments. MillerDodson Associates conducted a Reserve Study at Five Forks Village in September 2024. Five Forks Village appears to be generally in good condition for a homeowner's association. A review of the Replacement Reserve Inventory will show that we anticipate most of the components achieving their normal economic lives.

The following comments pertain to the larger, more significant components in the Replacement Reserve Inventory and to those items that are unique or deserving of attention because of their condition or the manner in which they have been treated in the Replacement Reserve Analysis or Inventory.

IMPORTANT NOTE: This Condition Assessment is based upon visual and apparent conditions of the common elements of the community which were observed by the Reserve Analyst at the time of the site visit. This Condition Assessment does not constitute, nor is it a substitute for, a professional Structural Evaluation of the buildings, amenities, or systems. MillerDodson strongly recommends that the Association retain the services of a Structural Engineer to conduct thorough and periodic evaluations of the buildings, balconies, and any other structural components of the buildings and amenities of the Association.

General Condition Statements.

Excellent. 100% to 90% of Normal Economic Life expected, with no appreciable wear or defects.

Good. 90% to 60% of Normal Economic Life expected, minor wear or cosmetic defects found. Normal maintenance should be expected. If performed properly, normal maintenance may increase the useful life of a component. Otherwise, the component is wearing normally.

Fair. 60% to 30% of Normal Economic Life expected moderate wear with defects found. Repair actions should be taken to extend the life of the component or to correct repairable defects and distress. Otherwise, the component is wearing normally.

Marginal. 30% to 10% of Normal Economic Life expected, with moderate to significant wear or distress found. Repair actions are expected to be cost-effective for localized issues, but normal wear and use are evident. The component is reaching the end of the Normal Economic Life.

Poor. 10% to 0% of Normal Economic Life expected, with significant distress and wear. Left unattended, additional damage to underlying structures is likely to occur. Further maintenance is unlikely to be cost-effective.

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SITE ITEMS

Entry Monument and Signage. The main entry monuments located at Five Forks Ln. and Belmont Rd. are in fair condition. The painted brick masonry piers are in good condition with no deterioration observed. The paint can help extend the life of the entire pier by preventing moisture from penetrating the masonry joints at this most vulnerable point. The metal fencing was in good condition. The painted wood signs are in overall fair condition. We noted some soft spots due to wood deterioration and some peeling paint. Repair or replacement is needed.

The individual neighborhood brick monuments with vinyl signs remain in overall good condition. The main Cascade Creek monument, piers, sign, and vinyl fencing have been removed from this update as we understand that area is the responsibility of others. The individual neighborhood stone monuments with painted metal signs remain in overall good condition.



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We recommend repointing and replacement of defective areas of the masonry as needed. The Association may want to consider applying a coat of Siloxane or other appropriate breathable sealant to mitigate water penetration and further degradation of the masonry work.

The neighborhood street signs at the Five Forks Village section are mounted on decorative metal posts. These all appeared to be in good condition.

Vehicle Access System. The clubhouse entry utilizes electronic access control and vehicle access gates. The systems appear to be in good condition and operating normally. We understand this is activated only during evening hours.



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Suggested routine maintenance:

- **Readers.** Maintain all connections and security interfaces.
- **Gates.** Maintain hinges and fence sections. Keep the swing or slide area clear of debris and obstructions.
- **Actuators.** Inspect actuators periodically to ensure proper function.
- **Electrical.** Maintain boxes, connections, and conduits to keep out water and moisture.

Asphalt Pavement. The Association is responsible for the asphalt paving at the clubhouse The City, County, or other municipality maintains other roadways. In general, the Association's asphalt pavements appear to be in good to fair condition with cracking noted in some areas.

The defects noted include the following:

- **Open Cracks.** There are multiple locations where open cracks allow water to penetrate the asphalt base and the bearing soils beneath. Over time, water will erode the base and accelerate the deterioration of the asphalt pavement. Remove the damaged areas and replace defective materials if cracks extend to the base and bearing materials. As a part of normal maintenance, clean and fill all other cracks.

A more detailed summary of pavement distress can be found at <https://asphaltinstitute.org/engineering/maintenance-and-rehabilitation/pavement-distress-summary/>.

As a rule of thumb, asphalt should be overlaid when approximately 5% of the surface area is cracked or otherwise deteriorated. The normal service life of asphalt pavement is typically 18 to 20 years.

To maintain the condition of the pavement throughout the community and ensure the longest life of the asphalt, we recommend the Association adopts a systematic and comprehensive maintenance program that includes:

- **Cleaning.** Long-term exposure to oil or gas breaks down asphalt. Because this asphalt pavement is generally not used for long-term parking, it is unlikely that frequent cleaning will be necessary. When necessary, spill areas should be cleaned or patched if deterioration has penetrated the asphalt. This is a maintenance activity, and we have assumed that Reserves will not fund it.
- **Crack Repair.** All cracks should be repaired with an appropriate compound to prevent water infiltration through the asphalt into the base. This repair should be done annually. Crack repair is normally considered a maintenance activity and is not funded by Reserves. Areas of extensive cracking or deterioration that cannot be made watertight should be cut out and patched.
- **Seal Coating.** The asphalt should be seal coated every five to seven years. For this maintenance activity to be effective in extending the life of the asphalt, cleaning and crack repair should be performed first.

The pricing is based on recent contracts for a two-inch overlay, which reflects the current local market for this work.

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For seal coating, several different products are available. The older, more traditional seal coating product is paint. They coat the surface of the asphalt, and they are minimally effective. However, the newer coating materials, such as those from Total Asphalt Management and Asphalt Restoration Technologies, Inc., are penetrating. They are engineered, so to speak, to 're-moisturize' the pavement. Asphalt pavement is intended to be flexible. Over time, the volatile chemicals in the pavement dry, the pavement becomes brittle, and degradation follows as cracking and potholes. Re-moisturizing the pavement can return its flexibility and extend pavement life.



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Asphalt Paths. The Association is responsible for the paths throughout the community. The paths are in good to fair condition, having been partially repaired and overlaid since our previous study. Some cracking and trip hazards due to tree root upheaval remain. This will need to be addressed in the next maintenance cycle.

Asphalt paths are typically constructed on native soil. As a result, defects can begin to develop in a few years, leading to costly repairs, early replacement, and tripping hazards. Additionally, paths typically do not have proper edge confinement and support resulting in longitudinal cracking along the edges of the path. Compacted soil or gravel along the edges of the path can mitigate this problem. Lastly, tree root damage is a common issue with asphalt paths, and some communities have had success with a process called root trimming.

As a rule of thumb, asphalt should be overlaid when approximately 5% of the surface area is cracked or otherwise deteriorated.

To maintain the condition of the pavement throughout the community and to ensure the longest life of the asphalt, we recommend a systematic and comprehensive maintenance program that includes:

- **Cleaning.** Long-term exposure to oil or gas breaks down asphalt. Because this asphalt pavement is generally not used for long-term parking, it is unlikely that frequent cleaning will be necessary. When necessary, spill areas should be cleaned or patched if deterioration has penetrated the asphalt. This is a maintenance activity, and we have assumed that it will not be funded by Reserves.
- **Crack Repair.** All cracks should be repaired with an appropriate compound to prevent water infiltration through the asphalt into the base. This repair should be done annually. Crack repair is normally considered a maintenance activity and is not funded by Reserves. Areas of extensive cracking or deterioration that cannot be made watertight should be cut out and patched.
- **Seal Coating.** The asphalt should be seal coated every five to seven years. For this maintenance, activity to be effective in extending the life of the asphalt, cleaning, and crack repair should be performed first.



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Concrete Work. The concrete work includes the community curb and gutter and sidewalks in the clubhouse area. The concrete curb & gutter at the clubhouse remains in overall good condition with only minor spalling and cracking in a few locations. The concrete sidewalks at the clubhouse are in overall good condition.

The standards we use for recommending replacement are as follows:

- Trip hazard, ¼ inch height difference.
- Severe cracking.
- Severe spalling and scale.
- Uneven riser heights on steps.
- Steps with risers over 8¼ inches.

Because it is highly unlikely that all of the concrete components will fail and require replacement in the period of the study, we have programmed funds for the replacement of these inventories and spread the funds over an extended timeframe to reflect the incremental nature of this work.



Fencing. The vinyl fencing along the Five Forks Ln. remains in overall good condition with some cracking and missing post caps noted.

Fencing systems have a large number of configurations and finishes that can usually be repaired as a maintenance activity by replacing individual components as they become damaged or weathered. Vinyl fencing made of 100% virgin material can last 30 to 35 years, and periodic cleaning will keep the fence looking attractive. Vinyl components with thicker walls can provide a longer useful life. Protection from string machine damage during lawn maintenance can extend the useful life of some fence types. Protection from this type of damage is typically provided by applying herbicides around

post bases or installing protective sheathing. For more information on fencing, visit our website link to the American Fence Association.



Wood Gazebo The small painted wood gazebo with signage at the entrance near the flag poles remains in good condition.



Flag poles. The community maintains three tall fiberglass flag poles at one main entrance. One flagpole has been added at the clubhouse since our previous study. All appear to be in good condition.



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Site Lighting. The Association is responsible for the operation of the facility's exterior lighting in the clubhouse area and at the entrance signs. The lights were not on at the time of our site visit, but we understand they remain in good operating condition.

This study assumes the replacement of the light fixtures every 15 to 20 years and pole replacement every 40 years. We assume that the underground wiring will also be replaced along with the light pole.

When a whole-scale lighting replacement project is called for, we recommend consulting with a lighting design expert, as many municipalities have design codes, guidelines, and restrictions regarding exterior illumination. Additionally, new technology, such as LED and LIFI, among others, should be considered along with factors such as environmental sustainability, longevity, and cost when they look at lighting replacement.



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Storage Shed. A storage shed with attached vinyl fencing around the trash corral is located at the right front side of the club house as viewed from the parking lot. The shed is approximately 300 sq. ft. and is in good condition. We have included the exterior finishes in this update.



Storm Water Ponds. We were informed that the stormwater pond (BMP) areas are the responsibility of the local government and have removed them from this study update. We understand the Association is responsible for the pond aeration fountain. We have included funding for fountain replacement as well as for ongoing periodic upkeep in the pond areas.



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EXTERIOR ITEMS

Building Roofing. The clubhouse asphalt shingle roofing is in good condition having been replaced in 2018. Asphalt shingle roofs can have a useful life of 20 to 50 years depending on the weight and quality of the shingle. Weathered, curled, and missing shingles are all indications that the shingles may be nearing the end of their useful life.

Access to the roof was not provided at the time of the site visit.

Annual inspections are recommended, with cleaning, repair, and vegetation mitigation performed as needed. Contractors and personnel should perform access, inspection, and repair work with the appropriate access equipment experienced in the roofing types used for the facility.



Siding and Trim. The clubhouse vinyl siding remains in overall good condition with no defects noted. Vinyl siding and trim can have an extended useful life if not damaged by impact, heat, or other physical reasons. However, the coatings and finishes typically have a useful life and over time begin to weather, chalk, and show their age. For these reasons, we have modeled for the replacement of the siding and trim every 30 years.

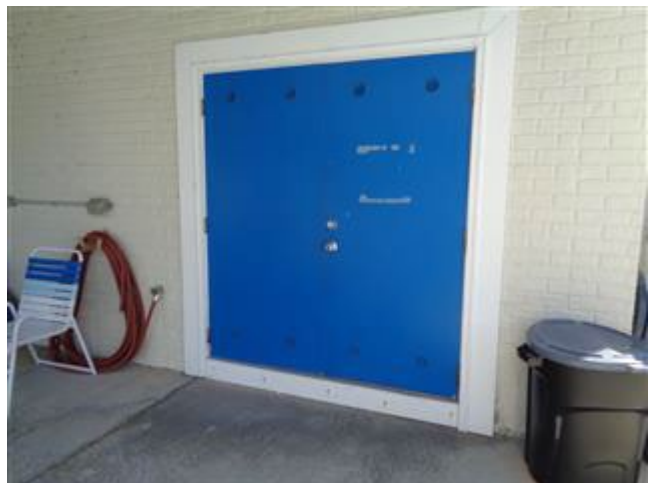
Wooden exterior materials are typically repaired as needed during normal painting cycles. Painting cycles for wooden exteriors vary between five and ten years, depending on the wood grade, the materials' quality, and the finish work. In this study, we have modeled an incremental wood material replacement to coincide with the painting cycle of the facility.



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Windows and Doors. The windows and exterior doors of the clubhouse are in good condition with no defects noted. Window and door units play an integral part in a facility's overall comfort, efficiency, and energy use. The quality of the installed units and the care taken in their installation and maintenance are major factors in their effectiveness and useful life. These units can have a useful life of 20 to 35 years or more depending on their use and other factors mentioned above.



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Wood Balcony. The wooden balcony at the rear of the clubhouse is well maintained and is in good overall condition. We understand the wood decking is to be replaced soon with synthetic material. We recommend the Association implement an annual inspection program. We also recommend power washing and the application of a wood sealer with UV protection every two to three years. Installation of carpet or other water trapping coverings should be prohibited and potted plants should be placed on raised feet to allow for proper air circulation and drying of wooden components.



Trellis. A painted wood trellis approximately 12' X 42' is located just behind the clubhouse on the ground level. This appears in good condition.



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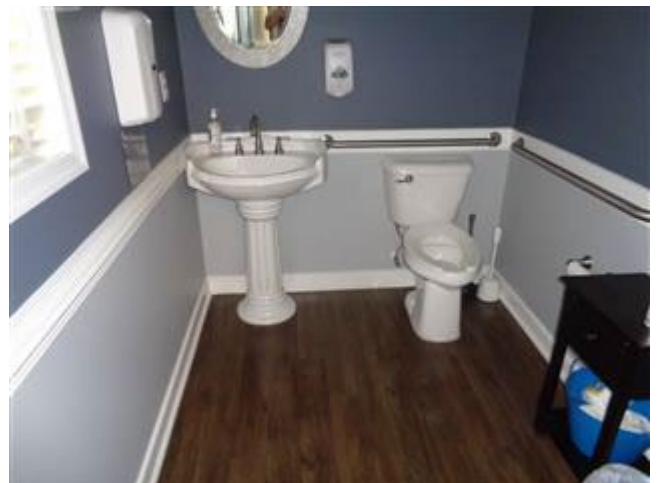
INTERIOR ITEMS

Clubhouse Interior. The clubhouse interior consists of the entry foyer, meeting room, kitchen, and restrooms. We have included the meeting room furnishings in the reserve analysis. We have assumed that the service life for the furniture is 15 to 18 years and that it will be replaced with similar items.

All kitchen appliances were replaced in 2023. The wood flooring remains in good condition. The restroom vinyl sheet goods flooring is in good condition as are the restroom facilities. The interior has been kept freshly painted. The water heater is beyond a typical lifespan. Expect replacement in the near future.

We have assumed that the Association will want to maintain these areas in a commercially acceptable condition. Typically, replacement cycles for common interior spaces vary between 10 to 15 years depending on the aesthetic tastes of the community, usage, and construction. Material selection and the community's preferences are the major factors in setting the reserve components for items such as refurnishing and interior refurbishment. The Association will need to establish these cycles as these facilities age. Maintaining historical records and incorporating these trends and preferences into a future Reserve Study update is the best way to adjust for these cycles.

The facility is secured by intrusion detection, cameras, and a recording (DVR). Security is an important factor in facility management. Electronic security represents a proactive approach to safeguarding the occupants and property. We understand the security system (except cameras) is now the responsibility of the security company.



Split and Package HVAC Systems. The heating, ventilation and air conditioning (HVAC) of the facility are reported to be in good operating condition. Detailed inspection and testing of these systems is beyond the scope of this study.

These systems provide heating and cooling and are normally controlled by one thermostat per system. Air handlers are located within the building and push condition air through ductwork. Compressors are located outside at the ground level.

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Heat pump energy efficiency is rated by Seasonal Energy Efficiency Rating (SEER). For more information, visit [seer2.com](https://www.seer2.com).



RECREATION ITEMS

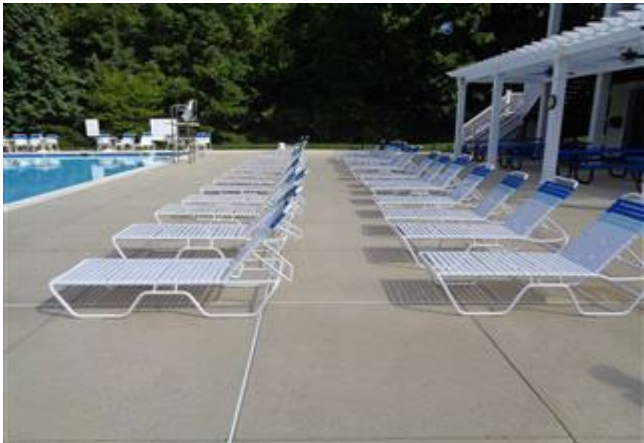
Swimming Pool. The community operates an outdoor pool and wading pool of concrete construction. Listed below are the major components of the pool facilities:

- Pool Shell. The shell for the swimming pool and wading pool is in good condition with no defects noted.
- Pool Deck. The pool has a concrete deck. The overall condition of the deck is good with some cracking noted. We have allotted for ongoing partial replacements.
- Whitecoat. The pool whitecoat is in good condition having been re-coated in 2023.
- Waterline Tile. The waterline tile is in good condition having been replaced in 2023. The swim lane tiles were removed.
- Coping. The pool is edged with a cast stone coping. The coping is in good condition having been replaced in 2018.
- Pump and Filter System. The pump and filter system are in good operating condition. We understand the pumps were replaced in 2023.
- Pool Fence. The swimming pool is enclosed by aluminum rail and picket fencing which has been installed since our previous study in 2020. The fence is in good condition.

The stainless-steel pool equipment such as handrails at stairs as well as the pool cover anchors are in good condition. We did not see the pool covers but understand they are new this year and will be installed soon.

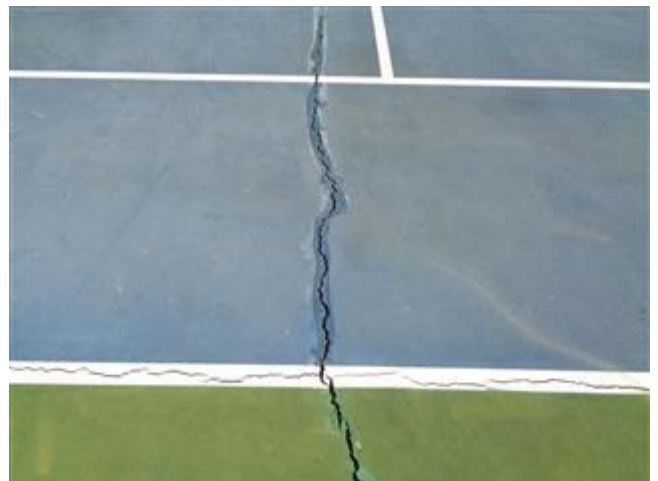
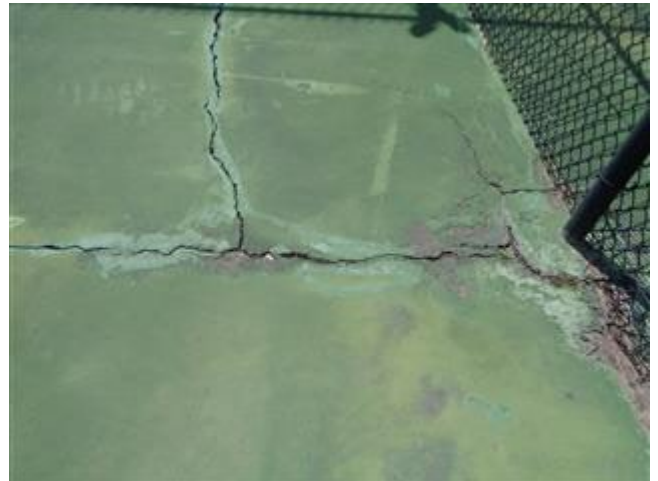


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Tennis Courts. The community maintains two tennis courts. The overall condition of the courts is fair to poor with significant cracking and damage to the playing surface. Our understanding is the courts were resurfaced in 2019 right after our last site visit.



Listed below are the major components of the tennis court facilities:

- Asphalt Pavement (base layer). We have assumed a service life of 20 to 30 years for the asphalt base layer.
- Color Coat (surface layer). Annual cleaning is recommended to maintain the surface of the court. The base of a tennis court is subject to cracking and low spots known as birdbaths that can occur from weather and earth movement. A program to address cracks as they appear will help prolong the color coat's useful life. We have assumed a service life of five to ten years for the color coat.

- Fencing. We have assumed that the fencing will be replaced when the asphalt pavement is replaced. Posts and fencing should be inspected, repaired, and painted to prolong economic life. Periodic inspection of the posts, gates, hinges, and latches is also recommended, and posts and footings must be protected to prevent soil erosion. In addition, care should be taken so that damage from string trimmers is minimized.
- Net Posts. We have assumed that the new posts will be replaced when the asphalt pavement is replaced.

Tot Lot. The tot lot was moved to the clubhouse area in about 2013 and new equipment was installed at that time. The tot lot includes play structures, a six-seat swing, a metal climber and two plastic animal toys. The border is synthetic, and the play surface is wood chips. The facility is in generally good condition with no defects noted. The wood chip surface appears to be adequate and should be regularly checked for proper depth as described in the manual listed below. Surrounding the tot lot is a fitness trail, also installed about 2013. The gravel trail surface has been overlayed with asphalt since our 2020 study. There are several fitness stations in good condition.

The safety of each piece of playground equipment and the layout of the entire play area should be considered when evaluating a playground for safety. The installation and maintenance of the protective surfacing under and around all equipment are crucial. Please note that the evaluation of the equipment and these safety facilities is beyond the scope of this work.

Information for playground design and safety can be found in the Public Playground Safety Handbook, U.S. Consumer Product Safety Commission (Pub Number 325). For a link to this handbook, please see our website at <https://millerdodson.com/resources/links/recreation>.

Our estimates for playground equipment are based on comparing photos of the existing equipment with equipment of a similar size in manufacturers' catalogs. We used the pricing quoted by manufacturers for comparable equipment and added 30% for the disposal of the old equipment and installation of new equipment.



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This Condition Assessment is based upon our visual survey of the property. The sole purpose of the visual survey was an evaluation of the common and limited common elements of the property to ascertain their remaining useful life and replacement cost. Our evaluation assumed that all components met building code requirements in force at the time of construction. Our visual survey was conducted with care by experienced persons, but no warranty or guarantee is expressed or implied.

End of Condition Assessment

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1. COMMON INTEREST DEVELOPMENTS - AN OVERVIEW

Over the past 40 years, the responsibility for many services, facilities, and infrastructure around our homes has shifted from the local government to Community Associations. Thirty years ago, a typical new townhouse abutted a public street on the front and a public alley on the rear. Open space was provided by a nearby public park, and recreational facilities were purchased ala carte from privately owned country clubs, swim clubs, tennis clubs, and gymnasiums. Today, 60% of all new residential construction, i.e., townhouses, single-family homes, condominiums, and cooperatives, is in Common Interest Developments (CID). In a CID, a homeowner is bound to a Community Association that owns, maintains, and is responsible for periodic replacements of various components that may include the roads, curbs, sidewalks, playgrounds, streetlights, recreational facilities, and other community facilities and infrastructure.

The growth of Community Associations has been explosive. In 1965, there were only approximately 500 Community Associations in the United States. According to the 1990 U.S. Census, there were roughly 130,000 Community Associations. The Community Associations Institute (CAI), a national trade association, estimated in 2020 that there were more than 350,000 communities with over 75 million residents.

The shift of responsibility for billions of dollars of community facilities and infrastructure from the local government and private sector to Community Associations has generated new and unanticipated issues. Although Community Associations have succeeded in solving many short-term issues, many Associations still fail to properly plan for the significant expenses of replacing community facilities and infrastructure components. When inadequate Replacement Reserve funding results in less than timely replacements of failing components, homeowners are invariably exposed to the burden of special assessments, major increases in Association fees, and often a decline in property values.

2. REPLACEMENT RESERVE STUDY

The purpose of a Replacement Reserve Study is to provide the Association with an inventory of the common community facilities and infrastructure components that require periodic major repair or replacement, a general view of the physical condition of these components, and an effective financial plan to fund projected periodic replacements or major repairs. The Replacement Reserve Study consists of the following:

Replacement Reserve Study Introduction. The introduction provides a description of the property, an Executive Summary of the Funding Recommendations, Level of Reserve Study service, and a statement of the Purpose of the Replacement Reserve Study. It also lists documents and site evaluations upon which the Replacement Reserve Study is based and provides the Credentials of the Reserve Analyst.

Section A Replacement Reserve Analysis. Many components that are owned by the Association have a limited life and require periodic replacement. Therefore, it is essential that the Association have a financial plan that provides funding for the timely replacement of these components in order to protect the safety, appearance, and ultimately, the property value of the homes in the community. In conformance with National Reserve Study Standards, a Replacement Reserve Analysis evaluates the current funding of Replacement Reserves as reported by the Association and recommends annual funding of Replacement Reserves using the Threshold Cash Flow Method. See the definition below.

Section B Replacement Reserve Inventory. The Replacement Reserve Inventory lists the commonly owned components within the community that require periodic replacement using funding from Replacement Reserves. Replacement Reserve Inventory includes estimates of the Normal Economic Life (NEL) and the Remaining Economic Life (REL) for those components whose replacement is scheduled for funding from Replacement Reserves.

The Replacement Reserve Inventory also provides information about those components that are excluded from the Replacement Reserve Inventory and whose replacement is not scheduled for funding from Replacement Reserves.

Section C Projected Annual Replacements. The Calendar of Projected Annual Replacements provides a year-by-year listing of the Projected Replacements based on the data in the Replacement Reserve Inventory.

Section D Condition Assessment. The observed condition of the major items listed in the Replacement Reserve Inventory is discussed in more detail. The Condition Assessment includes a narrative and photographs that document conditions at the property observed at the time of our visual evaluation.

The Appendix is provided as an attachment to the Replacement Reserve Study. Additional attachments may include supplemental photographs to document conditions at the property and additional information specific to the property cited in the Conditions Assessment (i.e., Consumer Product Safety Commission, Handbook for Public Playground Safety, information on segmental retaining walls, manufacturer recommendations for asphalt shingles or siding, etc.).

3. METHODS OF ANALYSIS

The Replacement Reserve industry generally recognizes two different methods of accounting for Replacement Reserve Analysis, the Cash Flow Method. Due to the difference in accounting methodologies, these methods lead to different calculated values for the Recommended Annual Funding to the Reserves. A brief description is included below:

Cash Flow Threshold Method. This Reserve Study uses the Threshold Cash Flow Method, sometimes referred to as the "Pooling Method." It calculates the minimum constant annual funding to reserves (Minimum Annual Deposit) required to meet projected expenditures without allowing total reserves on hand to fall below the predetermined Minimum Balance, or Threshold, in any year.

4. REPLACEMENT RESERVE STUDY DATA

Identification of Reserve Components. The Reserve Analyst has only two methods of identifying Reserve Components; (1) information provided by the Association and (2) observations made at the site. The Reserve Analyst must be provided with all available information detailing the components owned by the Association. It is our policy to request such information prior to bidding on a project and to meet with the parties responsible for maintaining the community after acceptance of our proposal. Upon submission of the Initial Study, the Study should be reviewed by the Board of Directors and the individuals responsible for maintaining the community. We depend upon the Association for correct information, documentation, and drawings. We also look to the Association representative to help us fashion the Reserve Study so that it reflects what the community hopes to accomplish in the coming years.

Unit Costs. Unit costs are developed using nationally published standards and estimating guides and are adjusted by state or region. In some instances, recent data received in the course of our work is used to modify these figures. Contractor proposals or actual cost experience may be available as part of the Association records. This is useful information, which should be incorporated into your report. Please bring any such available data to our attention, preferably before the report is commenced.

Replacement vs. Repair and Maintenance. A Replacement Reserve Study addresses the required funding for Capital Replacement Expenditures. This should not be confused with operational costs or the cost of regular repairs or maintenance.

5. DEFINITIONS

Adjusted Cash Flow Analysis. Cash flow analysis adjusted to take into account annual cost increases due to inflation and interest earned on invested reserves. In this method, the annual contribution is assumed to grow annually at the inflation rate.

Cash Flow Analysis. See the Cash Flow Threshold Method, above.

Contingency. An allowance for unexpected requirements. The "Threshold" used in the Cash Flow Method is a predetermined minimum balance that serves the same purpose as a "contingency." However, IRS Guidelines do not allow for a "contingency" line item in the inventory. Therefore, it is built into the mathematical model as a "Threshold."

Cyclic Replacement Item. A component item that typically begins to fail after an initial period (Estimated Initial Replacement), but which will be replaced in increments over a number of years (the Estimated Replacement Cycle). The Reserve Analysis program divides the number of years in the Estimated Replacement Cycle into five equal increments. It then allocates the Estimated Replacement Cost equally over those five increments. (As distinguished from Normal Replacement Items, see below)

Estimated Normal Economic Life (NEL). Used in the Normal Replacement Schedules. This represents the industry average number of years that a new item should be expected to last until it has to be replaced. This figure is sometimes modified by climate, region, or original construction conditions.

Estimated Remaining Economic Life (REL). Used in the Normal Replacement Schedules. Number of years until the item is expected to need replacement. Normally, this number would be considered to be the difference between the Estimated Economic Life and the age of the item. However, this number must be modified to reflect maintenance practice, climate, original construction, quality, or other conditions. For the purpose of this report, this number is determined by the Reserve Analyst based on the present condition of the item relative to the actual age.

Minimum Annual Deposit. Shown on the Summary Sheet A1. The calculated requirement for annual contribution to reserves is calculated by the Cash Flow Method (see above).

Minimum Balance. Otherwise referred to as the Threshold, this amount is used in the Cash Flow Threshold Method only. Normally derived using the average annual expenditure over the study period, this is the minimum amount held in reserves in the Peak Year.

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National Reserve Study Standards. A set of Standards developed by the Community Associations Institute in 1995 (and updated in 2017) which establishes the accepted methods of Reserve Calculation and stipulates what data must be included in the Reserve Study for each component listed in the inventory. These Standards can be found at CALonline.org.

Normal Replacement Item. A component of the property that, after an expected economic life, is replaced in its entirety. (As distinguished from Cyclic Replacement Items, see above.)

Number of Years of Study. The number of years into the future for which expenditures are projected and reserve levels calculated. This number should be large enough to include the projected replacement of every item on the schedule, at least once. The Reserve Study must cover a minimum of 20 years to comply with the National Reserve Study Standards. However, your study covers a 40-year period.

Peak Year. In the Cash Flow Threshold Method, a year in which the reserves on hand are projected to fall to the established threshold level. See Minimum Balance, above.

Reserves Currently on Deposit. Shown on the Summary Sheet A1, this is the amount of accumulated reserves as reported by the Association in the current year.

Replacement Reserve Study. An analysis of all of the components of the common property of a Community Association for which replacement should be anticipated within the economic life of the property as a whole. The analysis involves estimation for each component of its Estimated Replacement Cost, Normal Economic Life, and Remaining Economic Life. The objective of the study is to calculate a Recommended Annual Funding for the Association's Replacement Reserve Fund.

Total Replacement Cost. Shown on the Summary Sheet A1, this is the total of the Estimated Replacement Costs for all items on the schedule if they were to be replaced once.

Unit Replacement Cost. Estimated replacement cost for a single unit of a given item on the schedule.

Unit (of Measure). Non-standard abbreviations are defined on the page of the Replacement Reserve Inventory where the item appears. The following standard abbreviations are used in this report:

ea each	ls lump sum	sy square yard
ft or lf linear foot	pr pair	cy cubic yard
sf square foot		

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What is a Reserve Study?
Who are we?



<https://youtu.be/m4BcOE6q3Aw>

What kind of property uses a Reserve Study?
Who are our clients?



<https://youtu.be/40SodajTW1g>

Who conducts a Reserve Study?
Reserve Specialist (RS) what does this mean?



<https://youtu.be/pYSMZ013VjQ>

When should a Reserve Study be updated?
What are the different types of Reserve Studies?



<https://youtu.be/Qx8WHB9Cgnc>

What's in a Reserve Study and what's out?
Improvement/Component, what's the difference?



<https://youtu.be/ZfBoAEhtf3E>

What is my role as a Community Manager?
Will the report help me explain Reserves?



<https://youtu.be/1J2h7FIU3qw>

What is my role as a community Board Member?
Will a Reserve Study meet my needs?



<https://youtu.be/aARD1B1Oa3o>

Community dues, how can a Reserve Study help?
Will a study keep my property competitive?



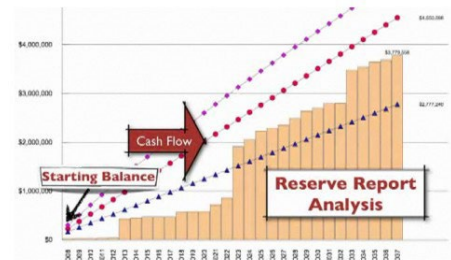
<https://youtu.be/diZfM1lyJYU>

How do I read the report?
Will I have a say in what the report contains?



<https://youtu.be/qCeVJhFf9ag>

Where do the numbers come from?
Cumulative expenditures and funding, what?



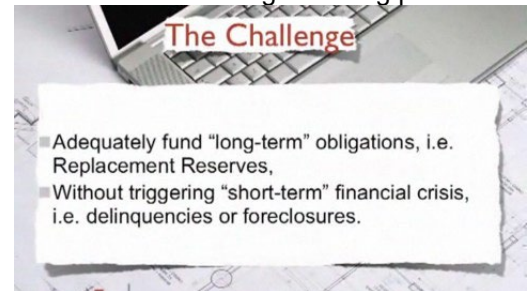
<https://youtu.be/SePdWVDvHWI>

How are interest and inflation addressed?
Inflation, what should we consider?



<https://youtu.be/W8CDLwRlv68>

A community needs more help, where do we go?
What is a strategic funding plan?



<https://youtu.be/hlxV9X1tlcA>

***Appendix 13/Litigation**
Five Forks Village Community Association

This document is currently either not available or not applicable for this association.

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***Appendix 14/Insurance Dec Page**
Five Forks Village Community Association



FIVEFOR-01

BTALLEY5

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER William H. Talley & Son, Inc. PO Drawer 751 Petersburg, VA 23804	CONTACT NAME: William H. Talley, V	
	PHONE (A/C, No, Ext): (804) 733-2011 FAX (A/C, No): (804) 733-6841	
	E-MAIL ADDRESS: wht5@whts.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED Five Forks Village Community Association, Inc. C/O ACS West, Inc. 1904 Byrd Avenue, Suite 100 Richmond, VA 23230	INSURER B : Cincinnati Indemnity Company	23280
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			EPP0751350	10/31/2025	10/31/2028	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Theft \$ 1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EPP0751350	10/31/2025	10/31/2028	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EPP0751350	10/31/2025	10/31/2028	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	EWC0761351	10/31/2025	10/31/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors & Officers			EMO0761589	10/31/2025	10/31/2028	Aggregate Limit 1,000,000
A	Employment Practices			EMO0761589	10/31/2025	10/31/2028	Aggregate Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Five Forks Village Community Association, Inc.
C/O ACS West, Inc.
1904 Byrd Avenue, Suite 100
Richmond, VA 23230

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

***Appendix 17/Board Meeting Minutes**
Five Forks Village Community Association

Five Forks Village Homeowners Association Board/Resident Meeting - November 2025

8201 Five Forks Lane – Chesterfield VA 23832

Time: 6:30 P.M

Call to Order

Present:

- Denise Hood
- Evelyn Hinant
- Stephanie Bridges
- Timothy Holley
- Ginny Little
- Vartina Keith
- Regina Council

Nicky Chance ACS West in attendance

Residents Corner:

Idea: Fund for HOA funds to help people who are facing hardships

- Larry asks Sheila Coleman to get address of the person who was in need of assistance and to contact him.
- She had further questions about clubhouse rentals and was contacting ACS West which were addressed by the board.

Proof of Meeting Notice

- Broadcast email sent 11/12/25
- Meeting minutes were approved, but there were additions to be made.

Meeting Minutes

Officer Reports:

- President
 - Reached out to lawyer re Boyd issue as of last month they had worked out an easement agreement access. Offered to put down a deposit to fill
 - Concerns relative to grounds work being done and assured the board that they were going to be addressed this week.
 - Cascade creek signs were painted and one was repaired
 - Waiting on the border on the walkway and several trees were cut down.
 - Between Middle Field and North Ford was paved but not sealed currently.
 - Sidewalk that was an issue, Nicky has a work order from VDOT to be replacing it.
 - Sheila was asking if any residents have been considered before for grounds maintenance.
 - Nicky explained why it could be considered a conflict of interest.
 - Larry explains that where possible we do consider residents for employment where possible.
- Treasurer
 - 3 discrepancies were not on the statement and may show up next month.

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- Amounts were: \$222.23, \$557.35 from ACS West, one was for food truck for \$158.17
- 12/4/25 CDARS Renewal (This will be dealt with by Jim)

Committee Reports

- Architectural Review
 - We have been having an issue trying to find someone to take over ARC.
 - We are very excited to have Michael on board and take the lead.
 - Ginny nominates Mike Hood to be the chair of the architectural review committee. Evelyn Hinant seconded.
 - The board unanimously voted yes.
- Clubhouse
 - Updated to the rental policy has been completed.
 - Kim and her team are going well.
 - Sheila our resident in attendance had concerns about rentals. However, Stephanie assured them that we have not had many issues with conflicts with residents not being able to rent, just conflicts with popular dates.
- Events/Social
 - Larry announced to the board Tim did an incredible job with the Veterans Day celebration.
 - This Sunday afternoon is when we're decorating for Christmas.
 - Ginny needs volunteers for wreaths and decorations indoors.
 - There are designated wreaths for Cascade Creek.
 - Denise will ask for volunteers from 2-5PM to decorate on Sunday.
 - Santa Breakfast is December 3. We have a very nice clean Santa suit.
 - The breakfast will be catered by Kings Korner
 - After New Years - Ginny and Stephanie will be planning next years programing.
- Grounds Maintenance
 - Some leaf issues but Larry has addressed it.
 - Tennis courts will have some more attention paid to them.
 - We have 3 more leaf pickups scheduled.
 - GFL you can put out 5 bags per week on Mondays.
 - We are not impacted by the holidays schedule for trash pickup.
- Neighborhood Watch (was not addressed)
- Pool
 - Larry and Nicky met with Douglas Aquatics and questions came up wondering if we could extend the hours of the pool.
 - If we wanted to extend the hours every Friday, Saturday.
 - We don't have to decide right now but lets think about this.
 - We decide to vote on this in January.

Management Report

- Everything was on the agenda.

Old Business

- Website HOA
 - 80% through of Denise's list. Creating subfolders.

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- Verbiage about assessments is going to be removed at the end of the year.
- Events calendar will be worked on, Ginny will get access.
- We could add community calendar as well as a reservation calendar.
- Going to double-check what's possible in how we can keep communications quick with Denise being able to send out communication blasts.
- Shiela asked if there was a way for community members to communicate with each other. Is it possible for the community to communicate on a forum or something?
- Homeowner Portal - ACS West
- 2025 - 2026 Insurance Renewals
 - Nicky is letting us know our insurance was renewed.

New Business

- Complaint Policy
 - New Changes: Virginia requirement, we need to have a complaint policy. Now we have 14 not 7 days. Clairfying the methods of delivery of complaints have been expanded: email, hand deliver or mail.
 - Ginny motions that we accept all new additions to the complaint policy. Denise, seconds, and the motion passes unanimously.
- Collection Policy
 - Previous policy would send to collections for over \$1.
 - Nicky has also increased the explanations for many things in the policy.
 - Tim puts forward a motion to accep and Vartina seconds and the motion passes unanimously.
- Clubhouse Rentals - this was discussed previously.
- Regina alerts us that election season is around the corner and in January we will discuss it further to begin the process.

Executive Session (if necessary and it was not necessary and the meeting was adjourned)

- Collection Accounts
- Owner Requests

Five Forks Village Homeowners Association Board/Resident Meeting - November 2025

8201 Five Forks Lane – Chesterfield VA 23832

Time: 6:30 P.M

Call to Order

Present:

- Denise Hood
- Evelyn Hinant
- Stephanie Bridges
- Timothy Holley
- Ginny Little
- Vartina Keith
- Regina Council

Nicky Chance ACS West in attendance

Residents Corner:

Idea: Fund for HOA funds to help people who are facing hardships

- Larry asks Sheila Coleman to get address of the person who was in need of assistance and to contact him.
- She had further questions about clubhouse rentals and was contacting ACS West which were addressed by the board.

Proof of Meeting Notice

- Broadcast email sent 11/12/25
- Meeting minutes were approved, but there were additions to be made.

Meeting Minutes

Officer Reports:

- President
 - Reached out to lawyer re Boyd issue as of last month they had worked out an easement agreement access. Offered to put down a deposit to fill
 - Concerns relative to grounds work being done and assured the board that they were going to be addressed this week.
 - Cascade creek signs were painted and one was repaired
 - Waiting on the border on the walkway and several trees were cut down.
 - Between Middle Field and North Ford was paved but not sealed currently.
 - Sidewalk that was an issue, Nicky has a work order from VDOT to be replacing it.
 - Sheila was asking if any residents have been considered before for grounds maintenance.
 - Nicky explained why it could be considered a conflict of interest.
 - Larry explains that where possible we do consider residents for employment where possible.
- Treasurer
 - 3 discrepancies were not on the statement and may show up next month.

Order: 0617Q-11111
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Order Date: 06-29-2026
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- Amounts were: \$222.23, \$557.35 from ACS West, one was for food truck for \$158.17
- 12/4/25 CDARS Renewal (This will be dealt with by Jim)

Committee Reports

- Architectural Review
 - We have been having an issue trying to find someone to take over ARC.
 - We are very excited to have Michael on board and take the lead.
 - Ginny nominates Mike Hood to be the chair of the architectural review committee. Evelyn Hinant seconded.
 - The board unanimously voted yes.
- Clubhouse
 - Updated to the rental policy has been completed.
 - Kim and her team are going well.
 - Sheila our resident in attendance had concerns about rentals. However, Stephanie assured them that we have not had many issues with conflicts with residents not being able to rent, just conflicts with popular dates.
- Events/Social
 - Larry announced to the board Tim did an incredible job with the Veterans Day celebration.
 - This Sunday afternoon is when we're decorating for Christmas.
 - Ginny needs volunteers for wreaths and decorations indoors.
 - There are designated wreaths for Cascade Creek.
 - Denise will ask for volunteers from 2-5PM to decorate on Sunday.
 - Santa Breakfast is December 3. We have a very nice clean Santa suit.
 - The breakfast will be catered by Kings Korner
 - After New Years - Ginny and Stephanie will be planning next years programing.
- Grounds Maintenance
 - Some leaf issues but Larry has addressed it.
 - Tennis courts will have some more attention paid to them.
 - We have 3 more leaf pickups scheduled.
 - GFL you can put out 5 bags per week on Mondays.
 - We are not impacted by the holidays schedule for trash pickup.
- Neighborhood Watch (was not addressed)
- Pool
 - Larry and Nicky met with Douglas Aquatics and questions came up wondering if we could extend the hours of the pool.
 - If we wanted to extend the hours every Friday, Saturday.
 - We don't have to decide right now but lets think about this.
 - We decide to vote on this in January.

Management Report

- Everything was on the agenda.

Old Business

- Website HOA
 - 80% through of Denise's list. Creating subfolders.

Order: SDL7QYMVT
 Address: 7931 Mill River Ln
 Order Date: 06-29-2026
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- Verbiage about assessments is going to be removed at the end of the year.
- Events calendar will be worked on, Ginny will get access.
- We could add community calendar as well as a reservation calendar.
- Going to double-check what's possible in how we can keep communications quick with Denise being able to send out communication blasts.
- Shiela asked if there was a way for community members to communicate with each other. Is it possible for the community to communicate on a forum or something?
- Homeowner Portal - ACS West
- 2025 - 2026 Insurance Renewals
 - Nicky is letting us know our insurance was renewed.

New Business

- Complaint Policy
 - New Changes: Virginia requirement, we need to have a complaint policy. Now we have 14 not 7 days. Clairfying the methods of delivery of complaints have been expanded: email, hand deliver or mail.
 - Ginny motions that we accept all new additions to the complaint policy. Denise, seconds, and the motion passes unanimously.
- Collection Policy
 - Previous policy would send to collections for over \$1.
 - Nicky has also increased the explanations for many things in the policy.
 - Tim puts forward a motion to accep and Vartina seconds and the motion passes unanimously.
- Clubhouse Rentals - this was discussed previously.
- Regina alerts us that election season is around the corner and in January we will discuss it further to begin the process.

Executive Session (if necessary and it was not necessary and the meeting was adjourned)

- Collection Accounts
- Owner Requests

Five Forks Village Homeowners Association Board/Resident Meeting - October 2025
8201 Five Forks Lane – Chesterfield VA 23832
Time: 6:30 P.M

Call to Order

Present:

Larry Little
Ginny Little
Evelyn Hinant
Vartina Keith
Timothy Holley
Stephanie Bridges
Regina Council
Denise Hood

Absent: Caitlyn Wilson

Homeowners Corner

- Dawn stated the Amendment in 2014 and 2005; neither includes updated details
- Dawn would like to put a committee together to get the bylaws updated
 - Per Charles Small, the previous discussion referenced. A homeowner has to put it together and appoint a committee
- Discussed the difference in the bylaws and declarations.

Presidents Report

- All Cascade Creek signs are being painted
 - Sidewalk – is VDOT's responsibility,
 - Update on Cascade Creek sign - the lawyer and lawyer for Boyd. Allows us to go within the property.
 - Utility bills for three months
 - Violations – discussed a couple of examples
 - Dog park edging Update
 - Will start to get the report on Monday. Grounds will replace it for free. Had some material left over from another job
 - The tree behind the Pleasant Pond sign needs to be taken down
 - The homeowner requested we replace the flag out front
 - Had a request from a homeowner to reduce a penalty. They wanted to pay 30% of what they owned. Includes years of penalties. Lawyer's advice -do not accept it. We do not accept the proposed buy-out deal with lawyers.

Jim (Accountant Update)

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Overall, things are on budget

- Propose taking 50k out of the 163k account, put into a CD, which will earn more per year, \$1,600.
 - Motion for 50k to have Jim, CS West and Larry agree on the term
- The homeowner has a check that was issued, a deposit from February 2025. The check has not been cashed. Larry will send a note to the homeowner to inform the check will be voided. If the homeowner wants to reissue, contact him.

Jim Holland (remembrance)

- Larry received a request to lower the flag to half-mast. Upon checking, he found that the only flags being lowered in the area were county flags. Larry explained that he chose not to lower the flag because we do not have a county flag. We have the country, state, and FFVCC flags

Treasurer

- Provided August and Sept
 - All reconciled - we played Dominion, missing the invoices need to be uploaded

ACS West

- Requirement to get the Arc Review policy on the website. People who haven't been able to see it
- Nicky is going to share some ideas about how we can bring the system up.
- Denise can send an email only when there is something important going on.
- Website data - old website is going away. Regina inquired about the data storage from a security/privacy perspective. Nicky will consult with the site provider to understand their process of scrubbing the data.

Clubhouse

- Need to review the cleaning agreement. Determine who pays for the cleaning supplies. Nicky will review.

Trunk or Treat

- Breedlove food truck will be here; they will decorate their truck
- Kim recommended entering the start time, but call out until the candy is gone.

Santa Breakfast

- Dec 13th, no sign-up needed first-come first-served
- Wreaths taken down Jan 2nd

2024 Audit Update

- Awaiting update from the firm. AGES need to be revised. There was an error made. Nicky will send the revised

Livewire

- They have been working to get the lights up and running. Seems to go down when there is a storm.
- The microphone is now working, per Kim. It was tested during an event.

Veterans

- Nov 11th Veterans event; asking to fill out form 2 weeks before
- Tim is using MS Forms to capture data
- Looking for two listed officers from Gregg Adams.

New Management Software

- Nicky shared printout steps to access the website (homeacswest
- Nicky - Board approved new insurance agent William Talley and added Workman's Compensation Insurance.

HOA Board Meeting September 18, 2025

6:30 PM - MEETING CALLED TO ORDER

Attendance done by Caitlyn

Larry - Present
Denise - Present
Vartina - Present
Stephanie - Not present
Regina - Present
Ginny - Present
Tim - Present
Evelyn - Present
Caitlyn - Present

Agenda

Resident Comments and Suggestions

Jesse Smith was also in attendance.

Jose Cantu

- He was was injured the Monday before this meeting and tripped on the pathways. The incident happened in Cascade Creek, where the cones are on each side. He wants to know who is responsible and asks we should have a kit or a hazardous way to mark out the pathways. He has reported this to VDOT and after 1 record has happened, if it happens again they can have legal avenues to pursue compensation. He had a slight hit to his head but bruised arm and hand, and finger injury
- He asks, how often are we inspecting the pathways? Abigail has said that she has been in touch with County to repair it. Larry asks that we get the incident number from Vdot so we can add into meeting minutes (As of 10/2/25 we have not received the number)
 - Action - Larry will mention to grounds committee to ask
 - Action - We'll put out a notice to neighbors notifying them.
 - Larry going to find out where that land belongs to.
- 2nd Issue: Jose was driving and saw a teen on an electric bike asks community about the possibility of sending a letter. Denise has noted that the behaviour on the electric bike is illegal. Larry notes that we have contacted the gasline folks about the use of this land being used for motorbiking.
- 3rd Issue: He brought up a parking issue with 18 wheelers and Larry asks to send him the information when he sees that.
- 4th Issue: He asked about the pool passes to see if there's anything that can be done to automate the pool passes.

Ed Serwin 7503 Northford

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- He also had a fall on on walkpaths about 3 months ago. He asked about red marks and white paint. Larry responded that the repairs are imminent being repaired and the Five Forks board. Ed asked about tree removal of trees with red tags. We're pricing them out with our grounds contract.

Kim Hernandez

- Kim asks about the trees and the area between two fences with a tree that lost limbs and she's wondering who owns that land.
- Action: Larry will take a look and see if it is the easement land.

Approval of August Meeting Minutes

- Larry asks for approval of the minutes and asks for any objections and there are none.
- Meeting minutes from August are approved.

Director Reports:

Vartina

- Line items missed on May financials have been corrected.
- June and July were reconciled with no issues.

Ginny and Stephanie

- **Trunk or treat**, and Denise is taking ownership
- We need to decide which day we're doing it, Sunday afternoon before Halloween.
- Denise can ask around for car volunteers
- We can ask for donations and look at financials last year to inform how much candy to buy.
- Denise suggests that we should do the small pumpkin decorations
- Need to decide how much candy to buy.
- Start time will be around 5-7 PM, and we'll try to get a food truck to come out.
- Larry has a list of food trucks to send to Denise.
- Ginny and Denise will fix up the Food Truck sign.
- We did not have fall festival in the budget this year due to pool repair costs this year.
- Ginny will talk to Tim to discuss Veterans Day.
- **Santa Breakfast** will be next, which is already set to be catered by Kings Corner.
- Action - Set up Decorations on the 30th of November.

Regina - items are in New Business.

Denise

- Regina has a list she'll send Denise with trucks that she uses at work.
- Denise continues to monitor social media page.

Larry - Grounds Update

- Thursday cuttings have been missed occasionally because of the rain.
- They've done some tree removal and fall planting.
- Their contract is good for one more year.
- Abigail got a proposal for Dooty Calls - going from \$5 to \$6. Abigail is meeting them on Monday. We have 13 receptacles on property.

- Note about pool: Denise said that the tarp doesn't seem to be properly securing the furniture.

Financial Report: Jim Madison

- We received draft copy of our annual independent audit for fiscal year 25. (May-April). Everything was spotless, and the financial statements were represented correctly.
- Funds balance went up about \$57,000. We will get the final report soon. They also prepare our income tax reports.
- Financial statements - May statements are getting cleaned up, with budget corrections.
- No issues to report.

Old Business

ACSWEST REPORT

- Playground repairs have been completed.
- Clubhouse flooring some areas need caulking.
- Dooty calls got an increase as mentioned previously.
- We're getting some information on insurance premiums then have gone from 87% increase down to 18%.
- Livewire is being worked on (Abigail is on it).
- Security system (Johns brothers, need a contact - Larry and Kim will be contacts).

New Business

1. A R Committee Request

- No requests pending at the moment
- We might need to increase Darius's hours to help address our lack of volunteers.

2. Food Trucks (Addressed previously)

3. New Board Member Orientation

- Regina believes that new board members could use some orientation when joining the HOA board. She would be happy to start helping that process ahead of March 2026.
- Larry and Regina can reach out to Mo with the onboarding for new home owners.

4. Website management/Portal

- We have the ACS west portal - where minutes are posted.
- We have the website.
- Contact numerate to see if we can identify how to access website back end.
 - Abigail will send Larry
 - 18007609966 - Numerate under Mo's name → Action: change to FFV owner.

5. Clubhouse rental policy

- Kim wanted to propose a Sunday rental and it's only ever been rented on Sundays. The question was raised - what would the increased cleaning cost be, what would it look like for the coordinators, and passing the key off.
- Regina discusses the possibility of a later rental.
- Larry voiced that we might need a day in between.
- Could the board verify that the cleaning company could have more than one person to clean?

- The board agrees that it's a good idea to have more rentals.
- Kim makes a motion from Saturday only to update the rental policy that it can be rented any day of the week with one 24 day in between.
- Each cleaning costs: \$150.
- The board votes to update the agreement.

6. Painting of Cascade Creek signs

- Vartina is wondering if we can get some quotes that could re-paint the Cascade Creek signs (all of the monuments, there are about 20 of them)
- Larry will take a look at getting quotes.
- Pompous grass in front of the signs - he said the fall is the best time to remove it.
- Vartina has concerns about a weed barrier and metal edging that is concerning and could cause injury on Clearbrook by Scotts Bluff.

Board agreed to move into executive section

1. Homeowner violations - Closed Session

2. Contract discussions

Board approved to move out of executive session and noted no votes were taken on the two topics discussed. No other business was covered.

FFVCC HOA MONTHLY HOMEOWNERS AND BOARD DIRECTORS MEETING, JULY 17, 2025

HOA President Maureen Hazelton convened the meeting at 6:42PM. Because there was not a quorum present at the time, the Board waited on Ginny Little who was enroute.

With Ginny's arrival roll call was Maureen, Ginny, Vartina Keith, John Hazelton and Regina Council. Absent: Caitlyn Wilson, Stephanie Bridges, Evelyn Hinant and John Hinant. Quorum was established.

Maureen opened the meeting with the Visitors Open Forum. There were several visitors present, some who chose to speak and others who remained silent.

Visitor included Arie Brown, Kim Hernandez (Clubhouse Coordinator), Clay and Tamm Thomas, Abdur Rahim, Anita Edwards, Tim Holley, Diana Logan, Annette McFarland and Reggie McFarland, JJ Johnson, Dawn Miltier, Larry Little and possibly others who did not sign in.

Open Discussion: JJ Johnson resurfaced his concern about a dog wandering loose on the owner's property at 7901 Mill River Lane. He was reminded that dog control is the owners and the County's Animal Control function. The HOA has no enforcement method to ensure dogs are leashed or under control on an owner's property. He was referred to the County Animal Control phone 804-748-1251.

Dawn Miltier opened questions about how the new items on the reserve study were to be performed. Her concern stemmed from the recent increase of HOA quarterly dues from \$180 to \$230 and how that \$50 was going to be spent. It was explained that the reserve study also required the HOA to double its reserve funding over the coming 5 years from approximately \$90K to \$180K to continue to be able to fund all and/or recommended projects.

Tamm Thomas expressed concern about the number of delinquent HOA Assessment Accounts (Dues) and how is the HOA reacting. Charles Small replied that they are being referred to collection agencies and have Liens placed against their accounts when warranted. Ms. Thomas asked for the percentage of bad debt

accounts and was told it amounts to roughly 14-15% quarterly of homeowners who are delinquent and in collections.

The general discussion turned to if there was a legitimate reason for the \$50 quarterly increase and Ginny Little replied that the increase was addressed and discussed at length at the January and February and the Annual meeting and was voted on by a full HOA Board majority with 9 approvals and no dissents. The projection for the needed increase was to ensure gradual increased contributions each year over the next 5 years for the HOA to fully establish the level of Reserve Account Balance to ensure continued solvency and emergency repairs funding.

Annette McFarland asked if the delinquent homeowners can be billed individually for their trash – and the answer is No, because they are already being billed with their due's payments for monthly trash collection regardless of if they are paying their dues or not.

Kim Hernandez asked if the HOA had made any progress with additional lighting at the monuments. Vartina replied No, the contractor had not been out to the site yet to give an estimate.

Question was asked, "How does the HOA spend without the delinquent dues income). John replied very judiciously and with considerable thought and consideration given to exactly what has to be spent vs what the HOA Community might wish was spent. John also remarked that the HOA Board is extremely pleased to see the number of visitors tonight because it is their input that ultimately drives how the Board reacts and operates.

New Business:

Abigail McNair (ACS WEST) reported on the follow ups for the clubhouse floor after installation repairs and touch-ups needed and the sealcoating and crack-sealing of the new walk path repaved areas.

Jim Madison – CPA and Financial Advisor was absent

Vartina – Treasurer – May accounts balanced.

Evelyn – VP- Absent

Larry Little– Grounds: remaining section of walkpath between Northford and Middlefield will be done – it was inadvertently excluded on first estimate. MARCO still waiting for new paving to dry and cure before attempting crack sealing and seal coating. He also noted the HOA funded drainage issue at the Garden Grove residents where a swale leading to Cogbill Rd is still needed to address the flooding of owners' backyards adjacent to the HOA property. Nuvoro will be out week of 21 Jul to correct the problem. Also noted homeowner complaints about dead trees along FFV Lane and Cogbill Rd. HOA will ultimately award a tree cutting contract later this year to remove the trees.

Ginny Little – Events: Labor Day Pool Closing Party is next event. Reminders of October Trunk or Treat, and Santa Breakfast in December.

The HOA's absence of involvement in the annual National Night Out, a CCPD and CCFD supported function was noted. Annette McFarland stated it was too late for involvement in 2025, but she would attempt to get the details ahead of time for the 2026 event.

Regina Council – noted the concern for the Board transitions occurring during the balance of the 2025 fiscal and calendar year, including President Maureen Hazelton, Vice President Evelyn Hinant, Board Members John Hazelton and John Hinant and ARC Chair John Hazelton. All will resign and leave the Board before the end of Sep 2025 due to health and personal reasons.

Dawn Miltier stated there is a need for a special election to replace the losses; and that statement was incorrect. The HOA Covenants allow for temporary appointments to the Board to continue operating during the existing Fiscal Year.

Maureen stated she will be leaving in September and John Hazelton will be leaving the ARC at the end of July and the Board at the end of August.

JJ voiced concerns about an absence of leadership transition for the balance of the fiscal year and immediately volunteered to come back on the Board as an appointee.

Thanks to John for doing the minutes.

Meeting adjourned at 8:23PM

MEETING NOTES FOR JUNE 19TH, 2025

Five Forks Village Homeowners Association Board/Resident Meeting

8201 Five Forks Lane – Chesterfield VA 23832

Time: 6:30 P.M to 8:00 PM

Meeting called to order at 6:37

Call to Order. Mo. Welcome.

Meeting Attendance-Caitlyn

HOA BOARD MEMBERS:

Name	Title	Present (Y/N)
Maureen Hazelton	President	YES
Evelyn Hinant	Vice President	YES
Vartina Keith**	Treasurer	Arrived 6:50 YES
Caitlyn Wilson-Steiner**	Secretary	YES
John Hazelton	Director	YES
John Hinant	Director	YES
Stephanie Bridges**	Director	YES
Regina Council	Director	YES
Ginny Little**	Director	YES
Larry Little	Grounds Manager	YES

****TERM EXPIRES =3/2026**

Caitlyn - ROLL CALL-Quorum Certification

APPROVAL OF May 2025 Minutes.

The Minutes from the May Meeting were emailed to the Board on June 2nd asking for input. There were a few minor corrections which were corrected, the corrected copy has been posted on the website.

Caitlyn makes motion to approve minutes as presented.

Meeting minutes are approved unanimously.

RESIDENTS CORNER.

- Tim Holley from Cascade Creek is in attendance. He thanks the board for the alert about the odor of gas, and they corrected the leak that was present.
- Regina Council from the board also commented that she had an issue at her residence.
- Denise Carter doesn't have anything to add.

BUSINESS CORNER

OLD BUSINESS

Mo

Lawyer – Cogbill/Belmont Entry Monument light

- No additional information available on the Cogbill light.

1-New website is home.acswest.org

- LOG ON -every resident was sent a welcome letter and logon.
- For those who did not complete the new logon, contact Abigail McNair at ACS West if you need a new password.
- abigail@acswest.org
- It was noted that the guest homeowner anticipated tonight had not arrived and the meeting would go on as scheduled.

Abby Pathway Paving scheduled for June 30th. This is tentative. Fixing of the floor update. Of Note: the floor contractor visited the site on Tuesday and corrected several gaps with caulk but ran out of caulk before he could finish the job. He said he would return but did not provide a return date. Abby to check on this so we can get a completion date.

BOARD MEMBERS AND CPA

Order: SDL7QYMVT
Address: 7931 Mill River Ln
Order Date: 06-29-2026
Document not for resale
HomeWiseDocs

Jim Madison - CPA-Financials

- Reserve Study/assessment.
- April 30 end of fiscal budget is not final but with the following adjustments
- 14K and 3% over for the last year.
- Interest earned for the past year - we've optimized almost 10K in interest.
- Reserve expenses were about \$4500 for the year.
- Balance sheet:
 - Accounts receivable - there's about \$114K (assessments etc.);, about \$87K is Bankruptcy which means we're a low priority in settling bankruptcies.

Vartina - Treasurer report

- Overpayment of AB electrical \$300 each time.
- Abby notes that there should be no issue with the overpayment.

Evelyn-pool passes issued.

- All issued and the final count was 832 - for 302 residences.
- Some have still not gotten them, and some folks picked them up at the Memorial Day pool party. Note – the tallied numbers do not include the 2025 stickers Maureen issued and continues to issue from her home for previously issued pool pass holders who failed to get their stickers during the 12 clubhouse sessions. That estimate is another 100-150 stickers.

Larry Little-Grounds Manager-bridge, walking path.

- The contractor, Marco, will try to start the path o/a June 30th if weather permits.
- John Hazelton marked some dead or diseased trees along the walking path we might want to consider a tree removal contract.
- There are some concerns about potentially finding a different tree service, other than Nuvoro, for our larger tree removal projects.
- Fences at the two creeks in Five Forks - railings have been popped out and have been replaced, repaired and strengthened.
- There have been requests to replace shrubs near or around the Boyd owned property between the Cogbill entry Monument and the end of the landscaped area along the white fence beside Cogbill. Larry requests we take them out and only cut the grass on the property we don't own.

Ginny Little/Stephanie Bridges - Events

- 4th of July – Voccelli's pizza will be the choice for food. Mo will order.
(Follow up – order placed on June 24, 2025)
- Residents bringing desserts
- Stephanie will have the decorations
- Labor Day - Hoagies and games
 - Water balloons suggested.

Caitlyn - Secretary

- No report

Regina Council

- No report

John-Pool - Sanitation issue.

- \$650 bill for repair of Kiddie Pool pump - was 50\$ more than estimated.
- Last year we had to replace a good portion of the same pump, and they have been trying to put parts instead of replacing the full pump.
- Since the kiddie pool is on a separate pump and filter system, the need for repair was identified only after the leak was detected.
- Everyone agreed that the \$650 was supported by the board.
- John was wondering about a usage report. Follow-up report determined average pool usage is approximately 61 guests per day with daily hours of 12-7
 - Resident was concerned about years prior into Covid had been 10-8, but current hours are 12-7, but guards are on site from 11-7 for an 8-hour day to perform maintenance prior to opening at noon.
 - Contract is already settled for this year, so getting any hours changed would have to happen in the following year and would cost more at a min rate of \$20 per hour per guard. Increasing coverage to 10-8 with maintenance from 10-11 would increase the annual contract by a minimum of \$4000 for labor increase plus related expenses for longer daily usage of chemicals.

- Insurance company will not allow any pools without lifeguards.
- Discussion about storms and lifeguarding, the board seems to agree that the lifeguards should get paid regardless of if they get sent home for storms.

We are getting complaints we're not maintaining power lines on Garden grove Ct. but that is not our property and not our responsibility

Offered a comment regarding the attempted break-ins earlier Thursday morning in the Willow Grove neighborhood; Follow-up police report determined the individual was highly intoxicated and under the influence of synthetic drugs. After being detained he was transported to a local hospital and died of cardiac arrest later that day.

John Hinant - ARC Committee.

- John has question about pool and the lifeguard let them back in with the ice cream. But they are allowed to have food on the pool deck.
- VDOT came to put down some asphalt and John will stay asking them to replace the road he complained about previously.

NEW BUSINESS - Mo & Abby

Posting requirements to Homeowner viewable documents on HOA Webpage.

- When making a new post it's going to record the date we're posting it.
- Abby will post the draft notes of any minutes or other meetings first
- Caitlyn and Stephanie noted that we felt that it was not needed to post drafts.
- Titles will tell you where and when notes are from.
- Typically, meeting minutes are approved at the next meeting and then posted.
- We see that the website wasn't working with previous files, but they were reuploaded.
- Regina suggests that if files need to be updated, we should add a comment.
- Stephanie motions that we only upload approved minutes to the website.
- John notes that residents should be attending to have influence and input to the problems that they identify.

- Residents are given 30 minutes at each meeting to voice any concerns during the Residents Corner section of each monthly meeting.
- We recommend to the president that any complaints that come her way be directed to attend the next monthly meeting.

Discussion on meeting forums, alternative days and hearings:

- Regina shared her experiences with participating and facilitating virtual meetings
- Stephanie mentioned there are options to fill out a form to join virtually - you could capture info in a Google Form for names, address etc.
 - Regina shared rules could be implemented. Rules: mute / courteous and polite / ask question in the chat.
- Virtual meeting discussion is being tabled for now.
- John Hazelton offered the possibility that the HOA Board does have the option of conducting the monthly meetings on different days of the week or at a different time. Only the Annual Meeting is required to be on a specific day and time.
- John also brought up the difficulty in dealing with some recent residents' violation actions requiring a closed hearing that would be at 6:00 PM, prior to the regular meeting.
- Notices of those hearings are explained by Abby, 3rd and final notices need to be corrected within the appropriate time.
- Two violations are significant enough to come to a hearing.

Next board meeting will JULY 17th, 2025 from 6:30pm-8:00pm. Meeting will be held at the clubhouse.

Mo adjourns meeting at 8:23 PM.

Addendum Note: The entire preparation for the June 19th meeting was driven and influenced by a series of lengthy emails from a resident who wanted answers and explanations to several topics covering several years of HOA residency. Because the HOA Board is a joint entity and is not managed by or operated by one single Director, and because each of the Board Directors has an equal say in preparing and addressing responses to individuals who voice complaints directed at the operation of the HOA by the BoD, it requires the complainants to appear at the meetings held

primarily for the purpose of enabling all HOA homeowners to voice their concerns. The specific individual in the referenced complaints was offered a personal invite and reminders to please attend the June 19th meeting where the concerns would be addressed either openly or in a closed session if preferred. The resident homeowner did not appear.

The HOA Board went to lengthy detail and spent exceptionally long hours of volunteer time preparing responses that were essentially for naught. As Larry Little pointed out earlier in the meeting, this should be a lesson learned for all current and future Board Directors. If homeowners truly want defined answers and responses, they must attend the monthly meetings in person. Individual emailed questions or daily concerns may continue to be resolved at the President's option. For detailed lengthy responses of multiple concerns, the complaining or inquiring homeowner must attend the monthly meetings.

Thanks to Caitlyn & John for your notes.

Thanks,

Maureen (Mo) Hazelton
President, FFVCC HOA
Maureen.ffvcc21@gmail.com
(804)- 647-5932

***Appendix 18/Association Meeting Minutes
Five Forks Village Community Association**

This document is currently either not available or not applicable for this association.

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***Appendix 30/Annual Registration**
Five Forks Village Community Association

Order: SDL7QYMVT
Address: 7931 Mill River Ln
Order Date: 06-29-2026
Document not for resale
HomeWiseDocs

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

08-31-2026

NUMBER

0550000877

COMMON INTEREST COMMUNITY BOARD COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION



FIVE FORKS VILLAGE COMMUNITY ASSOCIATION, INC.
MARTHA YEAGER
ASSOCIATION COMMUNITY SERVICES WEST, INC.
1904 BYRD AVENUE SUITE 100
RICHMOND, VA 23230



James B. "Jeb" Wilkinson, Jr.
James B. "Jeb" Wilkinson, Jr., DIRECTOR

Status can be verified at <http://www.dpor.virginia.gov>

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DPOR-LIC (02/2017)

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COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

COMMON INTEREST COMMUNITY BOARD
COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION
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DPOR-PC (02/2017)