

# 274

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**SUPPLEMENT TO THE DECLARATION  
FOR  
THE MEADOWS AT DAHLGREN**

THIS SUPPLEMENT TO THE DECLARATION FOR THE MEADOWS AT DAHLGREN (the "Supplement") is made as of DEC. 29<sup>TH</sup>, 1998 by BLUEGREEN PROPERTIES OF VIRGINIA, INC., a Delaware corporation (f/k/a Virginia Land and Forest Corporation, a Delaware corporation) (the "Declarant") (grantor and grantee for indexing purposes), and THE MEADOWS AT DAHLGREN ASSOCIATION, INC. (the "Association") (grantor and grantee for indexing purposes), a Virginia non-stock corporation.

**RECITALS:**

A. By Declaration of Protective Covenants of The Meadows at Dahlgren dated May 2, 1997, and recorded in Deed Book 300, at page 156, among the land records of King George County, Virginia (the "Declaration"), Declarant submitted the Property as further described in the Declaration to certain covenants, charges, restrictions, easements and liens. Capitalized terms used in this Supplement and not otherwise defined herein shall have the meanings set forth in the Declaration.

B. In accordance with the terms of the Declaration, Declarant has the unilateral right to sign and record supplements to the Declaration.

C. By agreement dated December 27 1998, and to be recorded hereafter, Declarant shall transfer to the Association all of its rights, covenants, responsibilities and obligations to maintain the private roads, common driveways and amenities located within The Meadows at Dahlgren (the "Common Property"). The Association shall be responsible for the maintenance and upkeep of the Common Property.

D. The Declarant and the Association enter into this Supplement for the purposes of setting forth the terms and conditions of the Association's maintenance responsibilities and liability for the Common Property.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that the Association shall maintain the Common Property in accordance with the following requirements:

1. **Maintenance of the Common Property.** The Association shall be responsible for the care, inspection, maintenance, operation, repair, restoration, improvement, renovation, alteration, replacement and reconstruction of the Common Property (the "Maintenance"), except to the extent performed by others. The cost of the Maintenance shall be assessed against all Lots in accordance with the terms of the Declaration. The Association shall not have any responsibility for the Maintenance of any Lot except for those responsibilities and duties specifically enumerated within the Declaration and herein. If the Association determines that the Maintenance was necessitated by the negligence, misuse or neglect of a property owner, the cost of such Maintenance shall be assessed against such property owner's Lot pursuant to Sections 15 and 17 of the Declaration.

2. **Indemnity.** The Association shall indemnify, defend, protect and hold each property owner harmless from and against any and all damage, claim, liability, cost or expense (including, without limitation, attorneys' fees) of every kind and nature (including, without limitation, those arising from any injury or damage to any person or property) incurred or claimed against the property owner, directly or indirectly, as a result of, arising from or in connection with the use of the Common Property or the Association's Maintenance of the Common Property.

3. **Maintenance Committee.**

(a) **Purpose.** The Board of Directors of the Association (the "Board of Directors") may establish a Maintenance Committee, consisting of at least three persons appointed by the Board of Directors, each to serve a term of from one to three years as may be determined by the Board of Directors, in order to assure that the Common Property shall always be maintained in a manner promoting the general welfare and safety of the property owners, their tenants and such owners' (or tenants') household guests, agents and invitees. If the Board of Directors fails to appoint a Maintenance Committee, then the Board of Directors shall perform the duties of the Maintenance Committee.

(b) **Powers.**

(1) A majority vote of the Maintenance Committee shall be required in order to take any action. The Maintenance Committee shall keep written records of all its actions. Any action, ruling or decision of the Maintenance Committee may be appealed to the Board of Directors by any party deemed by the Board of Directors to have standing as an aggrieved party and the Board of Directors may modify or reverse any such action or decision. The Maintenance Committee shall not exercise its powers and authority to interfere with the development of the Property by the Declarant.

(2) The Maintenance Committee shall have such additional duties, powers and authority as the Board of Directors may from time to time provide

by resolution. The Board of Directors may relieve the Maintenance Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Maintenance Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the rules and regulations adopted by the Board of Directors or by resolution of the Board of Directors.

#### 4. Insurance.

(a) General Provisions. The Board of Directors shall have the power on behalf of the Association to (1) purchase insurance policies as set forth herein, (2) adjust all claims arising under such policies and (3) execute and deliver releases upon payment of claims. The cost of all insurance policies purchased by the Board of Directors shall be considered an operation expense of the Association. The Board of Directors shall not be liable for failure to obtain any coverages required by this paragraph or for any loss or damage resulting from such failure: (i) if such failure is due to the unavailability of such coverages from reputable insurance companies; (ii) if such coverages are available only at an unreasonable cost; or (iii) if the Association's insurance professionals advise that the coverages are unnecessary. Exclusive authority to negotiate losses under policies purchased by or on behalf of the Association shall be vested in the Board of Directors or with its authorized representative. The Board of Directors shall promptly notify the property owners of material adverse changes in, or termination of, insurance coverages obtained on behalf of the Association.

(b) Physical Damage Insurance. The Board of Directors shall obtain and maintain a blanket, "all-risk" form of property insurance or its equivalent insuring any improvements located on the Common Property in an amount equal to one hundred percent of the then current replacement cost of any improvements located on the Common Property. The Board of Directors shall also obtain and maintain appropriate coverage on all personal property owned by the Association.

(c) Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general liability and property damage liability insurance or equivalent coverages in such limits as the Board of Directors may from time to time determine, insuring each director, the employees of the Association and the property owners against any liability to the public or to any property owner, such owner's tenant and such Owner's (or tenant's) household guests, employees, customers, agents and invitees arising out of, or incident to the use or Maintenance of the Common Property.

#### 5. Use of Common Property.

(a) Lot Owner's Rights. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Property for the purposes for which the Common Property was designed, which rights shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(i) The right of the Association to establish rules and regulations for the use of the Common Property and any facility located on the Common Property, provided, however, in no event shall any Owner be prohibited from obtaining access to and from the Owner's Lot from a public right of way if the only means of access is through the Common Property.

(ii) The right of the Declarant and the Association to make improvements to the Common Property.

(b) No Public Rights. Nothing contained in this Supplement shall be construed to grant to the general public or the owners of land outside of the Property the right to enter any part of the Common Property.

6. Amendments. As long as Declarant owns any Lot, this Supplement may be amended by Declarant in a written instrument with the consent of a majority of the Association's Board of Directors. Thereafter, any amendment to this Supplement shall be effected in the manner described in the Declaration for amendments to that instrument and Declarant's consent to such amendment shall not be required.

7. Binding Effect. Except as expressly provided herein, the terms and provisions of this Supplement shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and any person claiming by, through or under any of them or their respective successors and assigns. This Supplement is subject to all matters of record lawfully applicable to the interests hereby conveyed.

8. Governing Law. This Supplement shall be governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the undersigned have caused this Supplement to be executed pursuant to proper authority as of the date first set forth above.

Bluegreen Properties of Virginia, Inc.

By: Patrick E. Rondeau  
Patrick E. Rondeau, President

The Meadows at Dahlgren Association, Inc.

By: Resident  
Its: Resident

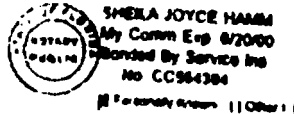
State of Florida  
City/County of Palm Beach

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of December, 1998, by Patrick E. Rondeau, President of Bluegreen Properties of Virginia, Inc., a Delaware corporation, on behalf of the corporation.

My commission expires: 6-20-00

[Signature]  
Notary Public

State of Virginia  
City/County of King George



The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of December, 1998, by Tom Goss, President of The Meadows at Dahlgren Association, Inc., a Virginia non-stock corporation, on behalf of the corporation.

My commission expires: August 31, 2002

[Signature]  
Notary Public

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VIRGINIA, to-wit:

In the Clerk's office of the Circuit Court of King George County, the 25th day of January, 1999, this Instrument was presented and, with the certificate annexed, admitted to record at 1:47 o'clock P.M. and is truly recorded and indexed.

Teste:

[Signature]  
Clerk