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February 26, 2004

Runaway Bay Property Owners Association
Transition Advisory Committee
c/o Roger L. Winters
318 Acres Court
Lynch Station, Virginia 24571

Dear Roger:

You have asked me to advise the Transition Committee regarding questions as to the Homeowners' Association's responsibilities for the maintenance and upkeep of certain items. In particular, you have questions about the association's responsibility for maintaining certain common docks and for maintaining an access easement across Lots 369 through 374 and Lot 388.

I have reviewed the covenants and restrictions and plats you have given me with regard to Runaway Bay. My opinions are limited to those documents supplied by you. It is my conclusion that the Association does not have responsibility for the upkeep of either of the above items.

The Declaration of Covenants, Conditions and Restrictions of Runaway Bay recorded in Deed Book 928, page 471 defines what is meant by "common property" on page 2 of the document. Without going into detail, the definition appears to contemplate that common property is property that is owned and controlled by the Association, or which may be reserved by the Declarant for future conveyance and to the Association. Property conveyed to individual homeowners is not owned or controlled by the Association or reserved to the developer. Therefore, no duty arises under the documents for the Association to maintain any such property.

With regard to the common docks, I could find no reserved parcels or reserved easements for any such docks on any of the plats of the development. There are no easements of access to any such dock reserved for adjacent parcels and no easements reserved for the Association below the 620 foot contour. You have indicated to me that the common docks actually are on and adjacent to individual lots. Therefore, the docks, or so much of the docks as are on any particular lot, are owned by the individual lot owner. Conceivably, an individual lot owner could deny access to the dock to adjacent property owners, absent some easement or agreement to the contrary. The docks seem almost an afterthought and do not appear to be contemplated by any of the documents you have given to me. Of course, I have not seen any of the deeds to the individual lots and there may be reference in the deeds to easements for these structures. However, I do not believe that the Association has any obligation for their upkeep.

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The 20 foot access easement over Lots 369 through 374 and Lot 388 is shown and described on the plat to Phase XVI of Runaway Bay. The easement itself is shown as a 20 foot easement for ingress, egress and utilities and cites Note 15 on the plat as a reference. Note 15 on the plat describes a grant of the easement to the lots shown on the plat. Note 16 describes how the entrance of the easement onto Clear Pointe Road must be maintained. The easement is merely a right-of-way over lots conveyed to individual homeowners. There is no reservation of any property or any rights to either the developer or to the Association. Because the Association then neither owns nor controls any easement or piece of property, it cannot be charged with the duty to maintain the easement. As stated above, the covenants and restrictions contemplate the common areas to be maintained by the Association as property it owns or controls. If a private property owner owns the property and all its rights, the Association owns and controls nothing. Therefore, it is my opinion that the easement is a private one to be maintained and controlled by the affected property owners.

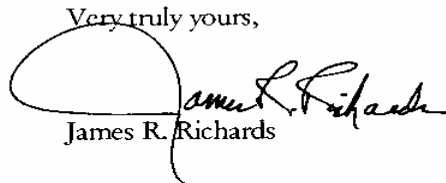
My suggestion, to avoid future problems, is that the homeowners who are interested in the particular amenities, combine to enter into maintenance and easement agreements which define everyone's rights and obligations to the particular amenities. I will be happy to help in this regard if requested.

Please be advised that the above reflects my opinions based on the information given to me. Should the information be incorrect or incomplete, my opinion may change.

I enclose herewith my statement showing my time expended in this regard and the fee for those services.

Should you require anything further from me, please don't hesitate to let me know.

Very truly yours,


James R. Richards

JRR:acp