

GATES BLUFF COMMUNITY ASSOCIATION

THIS DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS of The Gates Bluff Community Association ("the Association") is hereby established to develop and maintain all easements at entrances with respect to plantings, mowing, irrigation and general maintenance of signs and common areas or other improvements including the buffer area adjacent to Beach Road. Plans for structures, landscaping, construction, or alterations of any kind in any area to be maintained or to be built upon by the Association shall be approved by the Architectural Control Committee of Gates Bluff, First Section, as prescribed in Deed Book #2096, page #1596, Clerk's Office of the Circuit Court of Chesterfield County, Virginia. Membership in the Association shall be available to lot owners of Gates Bluff as follows:

(1) All owners of lots in Gates Bluff shall be Class "A" members in the Association, and as Class "A" members shall be entitled to one vote for each lot.

(2) Dues will be due annually, January 1st of each year.

(3) Laveer Properties/R Limited Partnership, a Virginia limited partnership (the "Declarant"), will pay on all lots it owns and is actively trying to sell. Lots designated as Not-For-Sale are not members and will not be liable for dues and will not enjoy voting privileges.

4) All Class "A" members as defined above automatically become members in the Association and agree to abide by the By-Laws of said Association:

The Declarant will adopt the by-laws for the Association.

(5) All other matters relating to the amount of dues or assessments of members shall be the responsibility of the Association members; provided, however, (i) that the dues or assessments as may be from time to time established shall be the same for all members, (ii) no initiation fee or charge shall be assessed; and (iii) dues and/or assessments shall be a lien against the lots owned by members. The Declarant will determine the initial amount of dues.

(6) The Association will assume the duties of the Gates Bluff Architectural Control Committee at a time to be determined by the Gates Bluff Architectural Control Committee.

(7) Enforcement shall be by proceedings at law or inequity, either to restrain violation or to recover damages, against any person or persons violating or attempting to violate any covenant.

(8) Invalidation of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

(9) These provisions are to run with the land and shall be binding on all parties owning portions of the Property and all persons claiming under them for a period of 25 years from the date this Declaration is recorded after which time covenants shall be automatically extended for additional periods of ten in years each unless an instrument signed by a majority of the then owners of Lots has been recorded.

(10) The Declarant may expand the Association to encompass adjacent property.

(11) This Declaration may be modified or amended by duly recorded instrument signed by 80 percent of the then owners of the Lots and the owner, as long as it retains any interest in the Property, unless specifically prohibited herein.

IN WITNESS WHEREOF, the owner has caused this Declaration to be executed in its name by its duly authorized officer.

LAVEER PROPERTIES/R

LIMITED PARTNERSHIP,

a Virginia limited partnership

By _____

James M. Schnell

Managing General Partner

STATE or VIRGINIA

COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me in the County of Chesterfield, Virginia, this day of June 25, 1990, by James M. Schnell, Managing General Partner, of LAVEER PROPERTIES/R LIMITED PARTNERSHIP, a Virginia limited partnership, on behalf of the partnership

My Commission expires: