

Prepared By: MeyerGoergen PC
1802 Bayberry Court, Suite 200
Richmond, Virginia 23226

Tax Map Number: 775-757-8889 and 776-758-1319

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ROCKY BRANCH FARM SECTION J

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ROCKY BRANCH FARM SECTION J (this "Declaration") is made as of the 16th day of November 2018 by W. L. Stinson, Inc., a Virginia corporation (the "Declarant").

ARTICLE I **RECITALS**

Declarant owns certain real property in Henrico County, Virginia, which Property contains approximately 12.33 acres and is further described in Exhibit A hereto (the "Property"), all of which is further shown on that certain plat prepared by Townes Site Engineering titled "Rocky Branch Farm, Section J" recorded hereafter in the Clerk's Office, Circuit Court, Henrico County, Virginia (as the same may be amended or otherwise modified from time to time, the "Plat") which Property is hereby submitted and made subject to the terms and conditions of this Declaration as herein described.

ARTICLE II **GENERAL PROVISIONS**

Section 1. Establishment of Covenants. Declarant hereby declares that the Property shall hereafter be held, transferred, sold, leased, conveyed, financed, mortgaged and occupied subject to the easements, restrictions, covenants and conditions set forth herein, each and all of which is and are for, and shall inure to the benefit of and pass with, each and every parcel of the Property and shall apply to and bind the heirs, legal and personal representatives, assignees and successors in interest of any Owner (as hereinafter defined) thereof; provided, however, that any and all rights, powers and reservations of Declarant including but not limited to those relating to issuances of approval, enforcement, curing of defaults and rights of regulation according to this Declaration are personal to Declarant and may be transferred to its successor and assigns as contemplated herein.

Section 2. Declarant's Right to Extend Covenants. The Declarant shall have the right, in its sole and absolute discretion, to subject other properties owned by Declarant to the terms and conditions of this Declaration (the "Additional Properties"). Unless otherwise stated herein, the Owners (defined below) of Lots (defined below) in the Additional Properties shall have the same rights and obligations as are ascribed to Owners of Lots and members in this Declaration. The Additional Properties shall be made subject to this Declaration by the filing of a Supplemental Declaration (as hereinafter defined), executed by a duly authorized representative of the Declarant, in the clerk's office of the Circuit Court of the County of Henrico stating that such Additional Property is subject to this Declaration.

Section 3. Purpose of Covenants. The general purpose of this Declaration is to provide that the Property which is and shall be known as "Rocky Branch Farm, Section J" will be developed, improved and used in such a manner that:

(a) The image of Rocky Branch Farm, Section J as a high quality residential development will be created, preserved and enhanced;

(b) Improvements (as hereinafter defined) located therein will provide a harmonious and appealing appearance and function;

(c) The common areas and appurtenances thereto will be maintained and administered.

The specific purpose of this Declaration is to provide a means for creating, maintaining, controlling and preserving Rocky Branch Farm, Section J as a high-quality residential development as permitted by the Zoning Ordinances (hereinafter defined) and this Declaration.

ARTICLE III DEFINITIONS

Section 1. "Areas of Common Responsibility" shall mean the Common Area together with those areas which by supplemental declaration or contract became the responsibility of the Association whether or not owned by the Association.

Section 2. "Association" shall mean and refer to Rocky Branch Farm Property Owners' Association, Inc., a Virginia non-stock corporation, its successors and assigns.

Section 3. "Board of Directors" and "Board" shall mean the Board of Directors of the Association.

Section 4. "Builder" shall mean and refer to any Person who is duly licensed as a contractor and who purchases one (1) or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such Person's business. Any Person occupying or leasing a Lot for residential purposes shall cease to be considered a Builder with respect to such Lot immediately upon occupancy of the Lot for residential purposes, notwithstanding that such Person originally purchased the Lot for the purpose of constructing improvements for later sale to consumers.

Section 5. "Common Area" shall mean and refer to all real property owned or to be owned by the Association, if any, for the common use and enjoyment of the Owners as shown on the Plat and shall include, without limitation, any improvements, now or hereafter located on or within the Common Area and required by local, state or federal laws or regulations. Such improvements shall include but not be limited to common landscaped strips of real property, trails, fencing and signage owned or to be owned by the Association.

Section 6. "Declarant" shall mean and refer to W. L. Stinson, Inc. a Virginia corporation, and its successors and assigns.

Section 7. "Declarant's Utility Rights" shall mean and refer to the exclusive and alienable rights, powers, easements and privileges hereby reserved by the Declarant to go on, over, under and upon every portion of the Common Area to erect, lay, construct, install, maintain, repair and use electric, telephone and television wires, cables and conduits, drainage ways, sewers, water lines and water mains and such other utilities and utility systems as the Declarant finds necessary or advisable in connection with the development of the Property. These rights include the right to cut bushes and trees, grade soil and such other actions reasonably necessary to economically and safely install, repair and use such utility systems. The Declarant's Utility Rights shall also include the exclusive and alienable right to sell, grant, convey and/or dedicate any utility system (and adjoining area) within the Common Area to the County of Henrico or one or more public utility companies. The Declarant's Utility Rights shall continue in effect until such time as the Declarant, including any successor Declarant, has conveyed or relinquished all of the Declarant's right, title and interest in and to any portion of the Property.

Section 8. A "Dwelling" shall refer to the single family dwelling that been constructed upon an Improved Lot regardless of whether such dwelling is occupied by the owner as a principal residence.

Section 9. The "Governing Documents" shall mean and refer to, collectively, this Declaration, the By-Laws, and the Articles of Incorporation for Rocky Branch Farm Property Owners' Association, the rules and regulations of the Association as adopted by the Board of Directors of the Association and its committees as amended from time to time, and the Standards (as defined in Article VII, Section 1).

Section 10. "Improvements" means those improvements constructed on or otherwise added to a Lot. An "Improved Lot" shall mean and refer to any Lot which has all of the following characteristics:

- (a) a Dwelling has been constructed thereon;
- (b) either a permanent or temporary certificate of occupancy has been issued for the Dwelling constructed thereon or one (1) year has passed from the date of issuance of a building permit for such Dwelling; and
- (c) the Lot has been conveyed to an Owner other than Declarant.

Section 11. "Lot" shall mean and refer to any plot of land shown upon the recorded Plat of the Property with the exception of the Common Area.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including Declarant and Builders, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Person" shall mean and refer to an individual, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person, or any other legal entity.

Section 14. "Proffers" shall mean the proffered conditions established by Henrico County applicable to the Property.

Section 15. "Supplemental Declaration" shall mean any declaration of covenants, conditions and restrictions subsequently imposed upon all or any portion of the Property by Declarant provided such subsequent declaration specifically provides that it is supplemental to this Declaration.

Section 16. "Unimproved Lot" shall mean and refer to any Lot that is not an Improved Lot.

Section 17. "Zoning Ordinances" shall mean (i) the ordinance adopted by the Board of Supervisors of Henrico County, Virginia, concerning rezoning of the Property or portions thereof, and any amendments or modifications thereto, and rezonings of the same or other portions of the Property and (ii) such other zoning, subdivision, or land use ordinances adopted by the Henrico County Board of Supervisors to the extent applicable to the Property. Zoning Ordinances shall include, without limitation, the conditions proffered by the zoning applicant and made a part of the Zoning Ordinances, and any amendments of the foregoing proffers.

ARTICLE IV PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of existing recreational facilities, if any, from time to time situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and the right to the Common Area of an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations, provided that access to the Owner's Lot over the Common Area is not disturbed or interfered with;

(c) The right of the Association and the Declarant to dedicate or transfer all or any part of the Common Area, subject to the Declarant's Utility Rights, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective without prior approval by the Henrico County Director of Planning. Further, no such dedication or transfer shall be effective and no mortgaging of the Common Area to secure a debt shall be effective, unless an instrument signed by the holders of two-thirds (2/3) of the combined votes of both classes of the members of the Association agreeing to such dedication, transfer or mortgaging has been recorded. So long as there is a Class B membership, no mortgaging, dedication or transfer of the Common Area or any part thereof (except for the dedication of easements for utilities) for public use shall be made to any public body without the prior approval of the Declarant. If ingress or egress to any

Lot is through the Common Area, any mortgage or conveyance of that portion of the Common Area shall be made subject to the Owner's easement.

(d) The rights reserved to Declarant in Article VIII, Section 1 of this Declaration.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Association's By-Laws, his right of enjoyment to the Common Area and facilities thereon to the members of his family, his tenants, or contract purchasers who reside in a Dwelling. If an Owner leases a Dwelling to a Person, the Owner's right of enjoyment of the Common Area and facilities appurtenant to the Lot shall automatically transfer to the Person leasing the Dwelling, unless the Owner provides written notice to the Association stating that the Owner will maintain the sole right of enjoyment of the Common Area and facilities thereon. Either the Owner or the Person to whom the Owner is leasing the Dwelling, but not both, may enjoy the right of enjoyment of the Common Area and facilities thereon, provided, however, the transfer of the right of enjoyment to the tenant shall not disturb or interfere with the Owner's access to the Dwelling or Lot over the Common Area.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership:

Class A. The "Class A" members shall be all Owners excluding the Declarant for so long as the Declarant is the Class B member. Class A members shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but no more than one vote shall be cast with respect to any Lot.

Class B. The "Class B" member shall be the Declarant, its successors and assigns which shall be entitled to three (3) votes for each Lot owned by Declarant. The Class B membership shall terminate upon the first to occur of the following: (a) when seventy five percent (75%) of the total anticipated number of Lots that may be developed on the Property, as described in Exhibit A, have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders; (b) seven (7) years after the date of recordation of this instrument in the Clerk's Office, Circuit Court of Henrico County, Virginia, or (c) when the Class B member, in its discretion, determines and voluntarily relinquishes such right in a written instrument executed by Declarant and recorded in the Clerk's Office at the Circuit Court of Henrico County, Virginia, provided such voluntary relinquishment shall not occur before all improvements proffered or required by local, state or federal law are completed and approved by the applicable governmental entity. If Declarant owns any Lots on or after termination of Class B, Declarant shall be a Class A member in regard to all such Lots.

Section 3. The affairs of the Association shall be managed by its Board of Directors which shall elect the officers of the Association.

ARTICLE VI MAINTENANCE; ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owner of any Lot by acceptance of a deed therefore, whether it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements and otherwise, such assessments to be established and collected as hereinafter provided, (3) such other fees or costs as the Association may be authorized to charge an Owner pursuant to the Governing Documents and/or applicable law. All such charges including, but not limited to, the annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing pro rata lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person or Persons who were the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. The Declarant shall be exempt from any and all costs and expenses described in this Article VI and elsewhere in this Declaration.

Section 2. Lot Maintenance.

(a) Vacant Lot. The Owner of any Lot that is not an Improved Lot or on which the Improvements have been destroyed by fire or other casualty, and on which Improvements are not under construction shall maintain its Lot in such a manner that no trash and debris will be allowed to collect and to otherwise provide upkeep to the Lot so that the Lot will not be hazardous and will at all times present a neat and attractive appearance.

(b) Improved Lot. The Owner of any Lot shall, during and after completion of construction of Improvements keep the premises, Improvements, and appurtenances in a safe, clean, wholesome condition and comply in all respects with all governmental, health, fire, and police requirements and regulations and shall remove at his, her, or its own expense any rubbish of any character whatsoever which he may have accumulated on his Lot. The Owner shall perform all exterior maintenance and repairs to each improved Lot including, but not limited to, lawn and garden cutting, mowing, trimming, clipping, replacing of dead or diseased shrubs, cleaning of gutters and downspouts, painting, and repairing to roofs, siding, chimneys, gutters, downspouts, decks, the exterior of any balconies, exterior stairs, fences, walls, and railings.

Section 3. Maintenance by the Association. The Association shall be responsible for the upkeep and maintenance of the Common Area, including, without limitation, all BMPs, if any, landscaped medians, and signage. The Association shall also be specifically responsible for the upkeep and maintenance of the Landscape Strip (including, but not limited to, the associated fencing and plantings) in accordance with the Maintenance Agreement and Wetlands, as such terms are hereinafter defined. For purposes of this Declaration, the "Landscape Strip" means that approximately 200LF of a 6.5ft wide landscape strip within a northern portion of Carters Bridge Place right-of-way which fronts along N/F Gateway Partners, LLC-Parcel ID 775-758-8824 as

shown on the Plat and further described in the Maintenance Plan. "Maintenance Plan" means that certain "Maintenance Agreement for Improvements in the Public Right of Way" recorded in the Clerk's Office, Circuit Court, Henrico County, Virginia in Deed Book 5792, page 1103. The obligations of "Owner" as defined and set forth in the Maintenance Agreement are hereby assigned by Declarant to the Association pursuant to the terms of the Maintenance Agreement. "Wetlands" means that certain piece of real property containing approximately 37,603 sq. ft. and labeled on the Plat as Common Area A.

Section 4. Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property, for the improvement and maintenance of the Common Area, and of the improvements situated thereon, if any, and such other services and areas of Association responsibility as defined by the Governing Documents. The Association shall, at a minimum, maintain, repair and replace the Common Areas and each component thereof, including all improvements within the Common Area as shown on the Plat, in a good and workmanlike manner consistent with sound property management practices in accordance with all applicable local, state and federal laws and regulations.

(b) The Association shall pay any real and personal property taxes and other charges assessed against the Common Area.

(c) The Association shall maintain a policy or policies of liability insurance, insuring the Association and its agents, guests, permittees, and invitees and the Owners of the Lots against liability to the public or to the Owners, their guests, permittees or invitees incident to the ownership or use of the Common Area or Areas of Common Responsibility, in an amount not less than a combined single limit per occurrence (bodily injury and/or property damage) of One Million Dollars (\$1,000,000) and a Two Million Dollar (\$2,000,000) aggregate limit (maximum limit for the policy period), unless the cost of the premiums for such coverages are unreasonably high for the Association to bear, as determined by the Board of Directors in its discretion. The foregoing limits shall be reviewed at intervals of not more than three (3) years and adjusted if necessary to provide such coverage and protection as the Association may deem prudent.

(d) For the sole purpose of performing the Common Area maintenance required by this Article, the Association, through its duly authorized agents or employees, shall have the right to enter upon any Lot at reasonable hours of any day except Sunday.

Section 5. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Improved Lot to an Owner other than Declarant or a Builder, the maximum annual assessment shall be \$500 per Lot for Improved Lots. The annual assessment for Unimproved Lots shall not be more than twenty-five percent (25%) of the annual assessment for Improved Lots.

(a) From and after January 1 of the year immediately following the conveyance of the first Improved Lot to an Owner other than Declarant or a Builder, the Board of Directors may increase the maximum annual assessment each year above the maximum

assessment for the previous year, without a vote of the membership, by not more than twenty percent (20%).

(b) From and after January 1 of the year immediately following the conveyance of the first Improved Lot to an Owner other than Declarant or a Builder, any budget and resulting annual assessment approved by the Board of Directors which is more than twenty percent (20%) greater than the previous year's annual assessment must be presented to the members at the annual meeting of the Association preceding the fiscal year in which such assessment shall go into effect. The annual assessment described above shall go into effect automatically on the first day of the succeeding fiscal year unless disapproved by a vote of two-thirds (2/3), or more, of all votes cast collectively by each class of members present, in person or by proxy, at a meeting duly called for this purpose and at which a quorum is present.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 6. Special Assessments. In addition to the annual assessments authorized above, and in addition to, and not in limitation of, such other special assessments as may be authorized by applicable law (for example, the Virginia Property Owners Association Act, Code of Virginia 55-508, *et seq.*), the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of any capital improvement upon the Common Area or Areas of Common Responsibility, or any other area of Association responsibility, as defined in the Governing Documents. All special assessments must be approved by a vote of two-thirds (2/3) of the Board of Directors. Any such special assessment for Unimproved Lots shall be twenty-five percent (25%) of the special assessment for Improved Lots. With respect to any Lot owned by a Builder, such Lot shall not be subject to special assessments until after the commencement of annual assessments under Section 9 of this Article VI.

Section 7. Notice and Quorum for Any Action Authorized Under Sections 5 and 6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5 or 6 of this Article shall be sent to all members not less than twenty-one (21) days, nor more than forty-five (45) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not present, the meeting may be adjourned and reconvened, and the required quorum at the reconvened meeting shall be one-third (1/3) of the votes of each class of membership in person or by proxy. No such reconvened meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for Improved Lots and at a uniform rate for Unimproved Lots and may be collected on a monthly, bi-monthly, quarterly, semi-annual, or annual basis, as determined by the Board of Directors.

Section 9. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of a Lot to a Person other than Declarant. Notwithstanding the foregoing to the

contrary, the inclusion of Lots on a recorded subdivision plat submitted to this Declaration shall not subject a Lot to assessment under this Article VI until such time as that Lot is conveyed to a Person other than Declarant or a Builder. With respect to any Lot owned by a Builder, assessments shall commence on the earlier of (a) actual occupancy of the Lot for residential purposes or (b) one (1) year from the date that such Builder or any entity or Person related to such Builder acquired title to such Lot. The first annual assessment shall be adjusted pro rata according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments against a Lot is binding upon the Association as of the date of its issuance.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or installment thereof not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of the higher of ten percent (10%) per annum or the maximum amount allowed by law, together with a late charge in the amount of the greater of ten dollars (\$10.00) or ten percent (10%) of the assessment amount that is due and unpaid. The Association may exercise any of the following non-exclusive remedies: file a lien in accordance with the Property Owners' Association Act, bring legal action against the Owner personally obligated to pay such assessment, foreclose the lien against the delinquent Owner's Lot, or exercise the rights reserved in Section 1(b) of Article IV of this Declaration. If assessments are payable in installments and if any installment of assessments is not paid within thirty (30) days after the date when due, then the entire balance of all unpaid installments of such assessment may be declared immediately due and payable in full. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

Section 11. Subordination of the Lien to Mortgages and Other Liens. The lien of the assessments provided for herein shall be subordinate and inferior to the lien for real estate taxes and bona fide duly recorded deeds of trust recorded prior to this Declaration. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. Working Capital Assessment. In addition to all assessments, a working capital assessment shall be payable by the purchaser of each Lot at each closing of the sale of the Lot excluding the sale of a Lot from the Declarant to the Builder. The amount of the initial working capital assessment shall be equal to \$200 per Lot until modified in accordance with this Section 12.

(a) From and after January 1 of the year immediately following the conveyance of the first Improved Lot to an Owner other than Declarant or a Builder, the Board may unilaterally adjust the working capital assessment, provided that any increase

in the working capital assessment does not exceed twenty percent (20%) over the working capital assessment for the previous year.

(b) Any working capital assessment approved by the Board of Directors which is more than twenty percent (20%) greater than the previous year's working capital assessment must be presented to the members at the annual meeting of the Association or a special meeting of the Association prior to the date that the assessment shall go into effect. The working capital assessment described above shall go into effect automatically on the first day of the calendar month succeeding the month in which the meeting of the Association occurs unless disapproved by a vote of two-thirds (2/3), or more, of all votes cast collectively by all classes of members present, in person or by proxy, at a meeting duly called for this purpose and at which a quorum is present.

(c) The working capital assessment may be used to offset operating costs of the Association or applied to reserves, or both, as determined by the Board.

Section 13. Loans by Declarant. The Declarant shall have the right, but not the obligation, to loan funds to the Association, on such terms as shall be agreed to by the Declarant and the Association.

ARTICLE VII **ARCHITECTURAL CONTROL**

Section 1. Approval Required. No improvements including, but not limited to, building, fence, wall, walkway, driveway or other structure or landscaping shall be commenced, erected or maintained upon the Property, nor shall any exterior addition, change or alteration therein be made, including exterior painting, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an "Architectural Committee" composed of two (2) or more representatives appointed by the Board. The Architectural Committee or, if none exists, the Board shall prepare for the Board's approval architectural standards consistent with and supplementing the minimum standards set forth in this Declaration (the "Standards"). The initial Architectural Review Committee is W. L. Stinson and John Stinson, Jr. Approval or disapproval of plans, locations or specifications may be based by the Architectural Committee or the Board upon any ground incorporated within the Standards including purely aesthetic considerations, which, in the sole and uncontrolled discretion of the Architectural Committee or the Board, shall be sufficient. All Improved Lots shall have a post lamp and a separate or combined mail box with support post of design and installation consistent with the Standards. Further, no structures or objects of any kind may be placed in any drainage easements or swales in such a way that blocks drainage. No fence or wall greater than 42-inches in height may be installed within 15-feet of Parham Road or Woodman Road. Further, the design of any fence within the 35-foot wide landscape buffer along Parham Road or within the 25-foot buffer along Woodman Road shall match the proposed fence shown on the Landscape Plan approved by Henrico County; unless otherwise approved by the Henrico County Director of Planning.

If the Board or the Architectural Committee has not approved or rejected such plans and specifications within thirty (30) days following receipt of written request for approval, the party

making the submission for approval shall deliver to the Architectural Committee or the Board written notice of its failure to act, and, if approval is not granted or denied within fifteen (15) days thereafter, the plans and specifications shall be deemed to be approved by the Board or Architectural Committee. However, the applicant shall remain responsible for compliance of such plans and specifications with all applicable Henrico County ordinances as well as the Proffers.

Section 2. Failure to Obtain Approval. By accepting a conveyance of a Lot, the Owners, for themselves, their heirs, successors, and assigns, covenants that if the exterior of the premises on their Lot is altered or redecorated before submission of plans thereof to the Board of Directors, the Board of Directors shall have the right, through agents and employees of the Association, and in addition to any other rights or remedies that it may have at law or in equity, to enter upon the Lot and to repair, redecorate, maintain, rehabilitate, and restore such premises and the exterior of any improvement thereon, and that the costs thereof shall be a special assessment to, and become a lien upon, the Lot so redecorated, repaired, maintained, rehabilitated, or restored and that the Owner will pay, to the Association, the amount of the charge in the time and manner set forth above.

ARTICLE VIII EASEMENTS

Section 1. Reservation by Declarant. Declarant reserves unto itself, its successors and assigns, a perpetual easement and right of way on, over, along and under the streets and roads of the Property and over the easement areas designated in this Declaration to install, maintain and use underground electric, cable television and telephone wires, cables, conduits, drainage ways, sewers, water mains, and other equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities, and vehicular and pedestrian ingress and egress from and to the Property and public rights of way, as may be necessary or desirable to serve the Property. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery or to take any other action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

Section 2. Duties of the Association. There is hereby reserved to the Association such easements over, through and across the Property as are necessary to perform the duties and obligations of the Association as are set forth in this Declaration.

Section 3. Hedges and Fences. Each Lot and its Owner is hereby declared to have an easement and the same is hereby granted by the Declarant, for encroachments on adjoining Lots or Common Area, as the case may be, due to hedges or fences belonging to such Lot, to the extent such hedge or fence encroaches on adjoining Lots or Common Area. Notwithstanding the foregoing, no fence shall be erected without the permission of the Board of Directors or the Architectural Committee acting on behalf of the Board of Directors.

Section 4. Priority of Easements. Each of the easements hereinabove referred to shall be deemed to have been established upon the recordation of this Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Lots, and the Common Area, as the case may be, superior to all other encumbrances which may hereafter be applied against or in favor of the Property or any portion thereof.

ARTICLE IX
PARTICULAR RESTRICTIONS AND INSURANCE REQUIREMENTS

Section 1. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on or upon any Lot or any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance, public or private, to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of their respective Dwelling, or which shall in any way increase the rate of insurance.

Section 2. Animals. No animals, livestock, poultry of any kind or domestic animal which is kept, bred or maintained for a commercial purpose shall be raised, bred or kept on any Lot or in any Dwelling. No more than three (3) adult pets may be kept on any Lot for any purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in any annoyance or are obnoxious to residents in the vicinity, and Owners shall be absolutely liable to each and all remaining Owners, their families, guests, permittees and invitees, and to the Association, for any and all damage to person or property caused by any pets brought upon or kept upon the Lots, Dwelling, Area of Common Responsibility or Common Area by any Owner or by members of his family, guests, permittees or invitees. If any such animal is kept in the rear yard of the Lot, maintenance services may be withheld without credit or rebate to the Owner. No Owner shall permit any dog to be let out of that Owner's Dwelling unless the dog is kept within a fence or on a leash. Any Owner keeping an animal on a Lot or in a Dwelling must comply with all local and state requirements of law applicable to such animal.

Section 3. Parking. To the extent practical, each Owner shall utilize the garage and driveway serving the Owner's Dwelling for parking the Owner's motor vehicles used by the Owner's family, guests, permittees and invitees.

Section 4. Prohibited and Restricted Vehicles. Commercial vehicles (weighing in excess of three-fourths of a ton when empty), vehicles primarily used or designated for commercial purposes, tractors, mobile homes, buses, vehicles used primarily for recreational purposes, trailers (either with or without wheels), campers, camper trailers, boat and other watercraft, and boat trailers shall not be parked on any street or in a front yard, but shall be parked, if at all, in areas specifically determined by the Board of Directors in their discretion. No area zoned residential shall be used for parking any commercial trailer, any truck or commercial vehicle exceeding 10,000 pounds gross weight, or any wrecker, except while loading, unloading, or working at or near the location where such vehicle is temporarily parked. Stored vehicles and vehicles which are either obviously inoperable or that do not have current operating licenses shall not be permitted on the Property. Notwithstanding the foregoing, service and delivery vehicles may be parked on the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot, a Dwelling, or the Common Areas. Any vehicle parked in violation of this Section or the Rules and Regulations promulgated by the Board of Directors may be towed by a towing company or similar organization approved by the Board of Directors and such towing shall be at the expense of the vehicle owner.

Section 5. Residential Use. All Improved Lots shall be used for single family residential purposes exclusively. The use of a portion of any Improved Lot for business purposes by the owner or occupant thereof shall be considered a residential use only if the Improved Lot is

used primarily for residential purposes, and if such business use (i) is not detectable by sight, sound or smell from the exterior of the residence, (ii) is consistent with zoning and does not violate applicable Henrico County, Virginia requirements; (iii) does not increase the liability or casualty insurance premium or obligation of the Association or of other residents of the Property; (iv) does not create any customer or client traffic which is detrimental to the residential characteristics of the Property as determined by the Board of Directors in their discretion; and (v) is consistent with the residential character of the Property and does not constitute a nuisance, hazard, offensive use, or threaten the security or safety of any Lot Owner, as determined by the Board of Directors in their discretion. The use of an Improved Lot shall not be deemed to be for single family purposes if the Improved Lot is used (whether by common owners or tenants) by more than three (3) unrelated persons as a residence.

Section 6. Fire Insurance and Extended Coverage. Each Owner shall be responsible for securing insurance policies for fire and extended coverage for its Dwelling, in an amount equal to 100% of the then current replacement cost of the property (excluding land, foundations, excavations and other items that are usually excluded from such coverage) without deduction for depreciation. Copies of all policies and any renewals shall be filed with the Board within thirty (30) days after written request by the Board. The Board reserves the right to approve all policies.

Section 7. Rentals. Dwellings or Improved Lots shall not be leased unless the lease is subject in all respects to the terms and provisions of the Governing Documents. The Board may adopt regulations requiring the use of a lease form or addendum approved by the Board for this purpose and establish minimum requirements for leases including, without limitation, minimum lease terms and rules requiring that an entire Improved Lot be leased instead of a portion thereof.

Section 8. Board as Agent. The Board is hereby irrevocably appointed as the agent for each Owner of a Dwelling or Lot and for each mortgagee of a Dwelling or Lot to adjust all claims arising under any insurance policy or policies purchased by the Board, provided, however, that no adjustment shall be deemed binding until concurred in by any mortgagee affected thereby.

Section 9. Insurance Trustee. The Board may from time to time designate as an insurance trustee, a bank, trust company, savings and loan association, insurance company, or any financial institution to discharge the duties and responsibilities of the Board and the Association relating to insurance proceeds. The Board shall pay the fees and disbursements of any insurance trustee and such fees and disbursements shall constitute a common expense of the Owners to be included as part of the annual assessment provided in Article VI hereof.

ARTICLE X ENFORCEMENT

Section 1. Enforcement. Declarant, the Association, and/or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. If, in any litigation for the enforcement of these covenants, conditions and restrictions, the Declarant, the Association or any Owner bringing suit prevails, such Person shall be entitled to be reimbursed for reasonable attorney's fees incurred in seeking such enforcement. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XI
TERM AND AMENDMENT

Section 1. Term. These covenants shall run with the land and shall be binding on all parties and all Persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time they shall automatically be extended for additional ten (10) year periods, unless an instrument signed by at least two-thirds (2/3) of the then Owners of the Lots has been recorded, agreeing to change the covenants in whole or in part. The termination or amendment of these covenants will not be effective without prior approval by the Henrico County Director of Planning.

Section 2. Amendment. This Declaration may be amended by an instrument approved by a vote of at least two-thirds (2/3) of all votes cast collectively by both classes of members present, in person or by proxy, at a meeting duly call for this purpose at which a quorum is present. Notwithstanding the foregoing and anything else in this Declaration to the contrary, as long as there is a Class B Membership, (i) no amendment to this Declaration shall be permitted without the prior written approval of the Declarant and (ii) Declarant may at any time, in Declarant's sole and absolute discretion, unilaterally amend or otherwise modify this Declaration. Any amendments approved by the members must be recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia and must either be signed by at least two-thirds of the Owners or have appended to it an acknowledged certificate of the secretary of the Association that the Amendment has been approved as required hereby. Any amendments made solely by Declarant must be recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia and must be signed by Declarant.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 2. Liability and Indemnification of Declarant, Officers and Directors. The Association shall indemnify the Declarant and every officer and director of the Association against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon the Declarant, any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which the Declarant, an officer or director may be made a party by reason of being or having been the Declarant or an officer or director of the Association regardless of whether he is the Declarant or an officer or director at the time such expenses are incurred. The Declarant, officers and directors of the Association shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Declarant and the officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent of such officers', directors' or the Declarant's obligations as Lot Owners) and the Association shall indemnify and forever hold the Declarant and each officer and director free and

harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which the Declarant or any officer or director of the Association, or former officer or director of the Association or the Declarant, may be entitled.

Section 3. Conveyance of Common Area. The Association shall accept any conveyance of any Common Area, without limitation, from the Declarant, but shall be deemed to have automatically and irrevocably accepted the Common Area conveyed to it simultaneously with the recordation of a deed of conveyance from the Declarant to the Association conveying property described as or to be held as Common Area. The Association shall not be responsible to maintain any Common Area until the same is conveyed to the Association. The Declarant shall transfer the Common Area to the Association no later than thirty (30) days following the expiration of the Class B membership.

[remainder of page left intentionally blank]