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BOOK 689 PAGE 375

WESTLAKE AT MILL MOUNT
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION is made this 21st day of June, 2006 by **MILL MOUNT DEVELOPMENT CORPORATION**, a Virginia corporation, herein the "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property (herein the "Property") located in the Spencer District of Powhatan County, Virginia, which is more particularly described as set forth in Schedule A attached hereto and recorded herewith;

WHEREAS, the Property is subject to certain Deeds of Trust recorded in the Clerk's Office of the Circuit Court of Powhatan County, Virginia ("Clerk's Office") in Deed Book 664, Page 810, and Deed Book 664, Page 825 for the benefit of Resource Bank ("Lender");

WHEREAS, Declarant, in accordance with the applicable zoning of the Property, has plans to subdivide the Property into common area and one hundred three lots (103) lots to be served by public roads with access to State Route 615; and

WHEREAS, Declarant, with the consent of the Lender, shall convey the said properties, subject to certain covenants, conditions, restrictions, easements, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, reservations, liens and charges (and any valid amendments or supplements hereto), all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and which shall run with the Property and shall be

binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

Section 1. "Architectural Control Board" or "ACB" shall mean and refer to the board established in Article VIII herein for the purpose of regulating the site plans, external design of the structures, appearance of Lots and improvements thereon and the construction of improvements on the Common Area after the Declarant Control Period.

Section 2. "Association" shall mean and refer to Westlake at Mill Mount Homeowners' Association, Inc., a Virginia non-stock corporation, its successors and assigns.

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

Section 4. "Common Area" shall mean and refer to all real or personal property now or hereafter owned by the Association for the common use and enjoyment of the members of the Association, subject to the limitations set forth herein. The recordation by Declarant of a subdivision plat, or any other plat, or the designation and grant contained herein, recorded by the Declarant in the Clerk's Office shall constitute the granting by Declarant to the Association of the real and personal property designated as Common Area on such plats, together with non-exclusive easement in common with the Declarant for the use, benefit, and enjoyment of all areas designated as common areas or subject to easements from the use, benefit and enjoyment of all Member and shall also cause such property to be maintained by the Association, irrespective of conveyance of such property to the Association by recorded Deed, provided that Declarant shall have the right to amend, relocate or terminate any such easement or remove or add property

comprising the Common Area by recording an amendment to such plat or an amendment or supplement to this Declaration in the Clerk's Office at any time prior to the termination of the Declarant Control Period. The Association shall be obligated to accept as Common Area any property or interest therein conveyed to it by the Declarant and the Declarant shall have the unilateral right to convey Common Area property to the Association through Declarant's recordation of a Deed of Conveyance. The term "Common Areas" shall also include any personal property acquired or leased by the Association if said property is so designated. The Property contains a lake which is owned by the Lots abutting the lake but which is subject to an easement granted by this Declaration for the use, benefit and enjoyment of all Members.

Section 5. "Declarant" shall mean and refer to Mill Mount Development Corporation, a Virginia corporation, its successors and assigns, designated by recorded instrument.

Section 6. "Declarant Control Period" shall mean and refer to the period of time beginning upon the date that this Declaration is put of record in the Clerk's Office and ending upon the first to occur of either (i) the day after the Declarant has transferred legal and equitable ownership of all of its interest in the Property, as hereafter expanded or contracted as permitted by this Declaration, to parties other than a successor or assign of the Declarant or builders/developers holding title for the purpose of construction and resale, or (ii) fifteen (15) years after the date at which this Declaration is put of record in the Clerk's Office, or (iii) two years after the Declarant ceases to be a Class B Member in accordance with Article III, or (iv) when the Declarant, in its discretion, terminates the Declarant Control Period.

Section 7. "Declarant's Utility Rights" is defined as the exclusive, alienable and assignable rights, powers, easements and privileges hereby reserved by the Declarant to go on, over, under and upon every portion of the Property, including the Common Area, to erect, lay,

implant, construct, maintain, extend, use and repair electric, television and telephone poles, wires, cables and conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas water, sewer drainage and other public and private conveniences and utilities, including right to locate, construct, maintain, use and repair wells, pumping stations and water pressure regulating vaults. These rights include the right to cut any trees, bushes or shrubbery, and the right to make any grading of the soil or take any similar action reasonably necessary to provide and extend economical and safe installation and maintain reasonable standards of health, safety and appearance. The Declarant's Utility Rights shall also include the exclusive and alienable right to sell, grant and convey or dedicate storm drainage and run-off retention rights to owners of land adjacent to or near the Development or to extent permitted, and pursuant to any conditions imposed by, the County of Powhatan, Virginia, as well as roadways and other means of vehicular and pedestrian ingress and egress throughout the Development. The Declarant's Utility Rights are and shall be in addition to all other easements reserved herein, in any easement agreement recorded in the Clerk's Office, and upon any subdivision plat. The Declarant's Utility Rights shall continue to remain vested exclusively in the Declarant even after such time as the Declarant has conveyed some or all of its other rights, title and interest in and to the Common Area and all other portions of the Property, unless specifically assigned or conveyed.

Section 8. "Declaration" shall mean and refer to the covenants, conditions, restrictions, easements, reservations, liens and charges and all other provisions herein set forth in this entire document, as the same may from time to time be amended or supplemented.

Section 9. "Development" shall mean and refer to the residential subdivision known as Westlake at Mill Mount as shown on the subdivision plat or subdivision plats, which may be

developed in sections or phases, and which shall include any additions, supplements, and amendments to plats recorded or to be recorded. The Development will be governed by and subject to be these covenants, as amended and supplemented from time to time. All plats related to the subdivision of the Property to form the Development are referred to herein collectively as the "plats" or the "subdivision plat" unless the context otherwise requires.

Section 10. "Improved Lot" shall mean and refer to a Lot improved by a completed structure upon which a certificate of occupancy has been issued conveyed to an Owner other than the Declarant or a builder holding such Lot for sale with no intention of residing on such Lot or leasing such Improved Lot to a resident.

Section 10. "Lot" shall mean and refer to each plot or lot zoned to be used as a residential dwelling site for the Development under applicable zoning ordinances and to any separate numerically designated plot of land within the Property shown or described on any recorded plat of Westlake at Mill Mount with the exception of Common Area.

Section 11. "Member" shall mean and refer to every person or entity who holds membership in the Association.

(a) "Class A Member" shall mean and refer to an Owner.

(b) "Class B Member" shall mean and refer to the Declarant, its successors and assigns.

Section 12. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 13. "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

Section 14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding the Declarant and those having such interest merely as security for the performance of an obligation.

Section 15. "Property" shall mean and refer to that certain real property herein described on Schedule A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, all of which may be designated as Westlake at Mill Mount. . The Property may be more specifically described by certain subdivision plats to be recorded in the Clerk's Office with deeds or "Supplementary Declarations" executed and acknowledged by the Declarant. The Property is zoned to include one hundred three (103) lots and the Declarant anticipates subdividing the Property in accordance with the zoning into 103 lots by sections or phases, including with each such section or phase, the Common Area contained in such section or phase.

Section 16. "Public Roads" shall mean and refer to the entire platted right of way for the public roads on the Property as described on the subdivision plats of Westlake at Mill Mount, together with such additional public roads as may be hereafter dedicated to serve such additional real property as may be added by Supplemental Declaration.

Section 17. "Recreational Facilities" shall mean and refer to the lake to which the Members paying Assessments shall have an easement for use and enjoyment, the parcel of land which shall be dedicated as common area abutting the lake for access and recreational purposes, any land, buildings, structures, docks, associated personal property, and other amenities and related and supporting equipment and improvements, which are initially privately owned by Declarant, its successors and assigns, and which will be conveyed to the Association as part of the Common Area.

ARTICLE II
PROPERTY SUBJECT TO DECLARATION

Section 1. Existing Property. The real property described on Schedule A which at this time is and shall be held, transferred, sold, conveyed, given, leased, devised, inherited and occupied subject to the covenants, conditions, restrictions, easements, reservations, liens and charges set forth in the Declaration defined above as the Property.

Section 2. Additions to Existing Property. During the Declarant Control Period, Declarant shall have the right (but not the obligation) without further consent of the Class A Members to bring within the plan and operation of the Declaration and the jurisdiction of the Association other real property in the vicinity of the Property. To accomplish this, the Declarant shall first obtain the approval of the County of Powhatan, if required, and then shall record one or more Supplementary Declarations with respect to the real property being added. After the Declarant Control Period, the Association, with the approval of the County of Powhatan, if required, may annex additional property pursuant to the vote of two-thirds (2/3) of the Members, if any, at a meeting duly called for such purpose. Such annexation shall not be effective without the filing for record in the Clerk's Office of a supplemental declaration with respect to such additional land together with a plat showing the newly annexed land.

Section 3. Effect of Annexation. In the event that any additional lands are annexed to the Property pursuant to this Article II:

(a) Such additional lands shall be considered within the definition of the Property for all purposes of this Declaration and amendments hereto; and

(b) All voting of each class of the membership of the Association shall be aggregated, being the total votes for the existing and annexed Lots, it being intended that (i) any voting requirements would not be fulfilled separately for the real property described in a

supplemental declaration and (ii) any Class B Member shall the number of votes set forth in Article III, Section 3 below with respect to each annexed Lot.

Section 4. Contraction of the Property. At any time and from time to time during the Declarant's Control Period, upon the approval of the County of Powhatan, if required, the Declarant or any of its successors or assigns owning any portion of the Property, shall have the right to remove portions of the Property and the Common Area from the plan of development by filing a supplemental declaration with respect to such land together with a plat of survey describing the land withdrawn and describing the remaining lands retained as the Property and the Common Area. Upon withdrawal, the land withdrawn will no longer be governed by or subject to these covenants. Upon the filing of such supplemental declaration, the withdrawn land shall not be included as a portion of the Property or the Common Area for any purpose whatsoever, and the Members and the Association shall have no rights or interest therein.

ARTICLE III
ASSOCIATION; MEMBERSHIP; VOTING

Section 1. Duties. Declarant has incorporated or will incorporate under the laws of the Commonwealth of Virginia a non-stock corporation to be known as Westlake at Mill Mount Homeowners' Association, Inc., to which shall be delegated the powers of owning, maintaining and administering the (i) Common Area, (ii) Recreational Facilities, and (iii) all easements with respect to the Development, including but not limited to on or off-site storm water detention and runoff control. The Association will be responsible for administering and enforcing the covenants, conditions and restrictions set forth herein with respect to the improvements on Lots, for collecting and disbursing the assessments and charges created by this Declaration; and for promoting the health, safety, common good and general welfare of the residents of Westlake at Mill Mount.

Section 2. Membership. Every Owner of a Lot shall be a Class A Member of the Association. In addition, Declarant shall be a Class B Member of the Association so long as Declarant owns any Lot or Property until the termination of the Class B Membership at which time the Declarant shall be a Class A Member with respect to any Lot owned by it. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

Section 3. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners of Lots with the exception of Class B Members. Class A Members shall be entitled to one vote for each Lot owned by said Class A Member. In the event that more than one person or entity holds such interest in any Lot, all such persons or entities shall be Members but the vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any such Lot owned by a Class A Member.

Class B. The Class B Member shall be the Declarant or its successors and assigns. The Class B Member shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the date which is the earlier of the date on which the number of votes in Class A membership exceeds the number of votes in Class B membership at the termination of the Declarant Control Period.

Section 4. Board of Directors. The Board of Directors of the Association shall be elected by the Members as set forth in the Bylaws of the Association; provided, however, that during the Declarant Control Period, the Declarant shall be entitled to appoint the members of the Board of Directors.

Section 5. Powers and Duties of the Board of Directors. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may take any such action on behalf of the Association except that required to be exercised or done by the Members of the Association.

Section 6. Powers and Duties of the Association. The powers and duties of the Association shall be those set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Association, as the same may be amended from time to time.

Section 7. Quorum. At any called meeting of the Association, a quorum for the conduct of business shall exist, if at least fifty percent (50%) of the total possible votes (total votes of Class A and Class B) are represented either in person by Members or by written proxies signed by the Members.

ARTICLE IV
PROPERTY RIGHTS

Section 1. General. Only Class A and B Members shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area and Recreational Facilities, and all such Members' easements of enjoyment shall be appurtenant to and shall pass with the title to every Lot. The Members' rights and easements are subject to the provisions set forth below, restricted as otherwise set forth in this Declaration and further subject to the rules and regulations promulgated by the Association from time to time:

- (a) The right of the Association to charge reasonable fees for the use of any Recreational Facility or related amenity, which may be situated upon the Recreational Facility or Common Area from time to time.
- (b) The right of the Association to limit the number of Members or Owners or their invitees who may use a Common Area or Recreational Facility.

- (c) The Declarant's Utility Rights.
- (d) The right of the Association, subject to Declarant's Utility Rights and the provisions of any easement agreements of record, to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association.
- (e) The right of the Association to suspend a Member from the use of the Common Areas (including the Recreational Facilities) during any period in which any assessment which is due against a Lot remains unpaid.
- (f) The right of the Association, through its Board, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred as permitted herein and in the Association's bylaws.
- (g) The unilateral right of the Declarant, prior to the termination of the Declarant Control Period, to grant and reserve, easements and rights-of-way through, under, over, and across the Property for construction purposes and for the installation, maintenance, and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, and other utilities.
- (h) The right of the Declarant, prior to the termination of the Declarant Control Period, to grant and reserve any other easements and rights-of-way required to facilitate sharing of services between one portion of the Property and any other portion of the Property or future portion of the Property provided, however, that the Owners of such other portions may be required to bear a pro rata share of the cost thereof in proportion to the relative number of Lots on such portion and in the entire development.
- (i) The right of the Declarant, prior to the termination of the Declarant Control

Period, to grant and reserve any other easements desirable for the efficient development of the Property.

Section 2. Delegation of Use. Any Member may delegate his or her right of use and enjoyment to the member of his or her family, lessees and social invitees, as applicable, subject to the restrictions set forth herein and to the rules and regulations adopted by the Association. A Member who leases his or her Lot shall be deemed to have delegated all such rights established by this Article to the Lot's lessee unless such Member notifies the Board in writing that he/she has retained all or a portion of such rights. Should, however, any Member lease or rent its Lot, the lease or rental agreement shall contain specific conditions which require the lessee/renter to abide by this Declaration and by all Association covenants, rules and regulations and such Member agrees to provide its tenant with a complete set of covenants, rules and regulations. A tenant's violation of the terms of the covenants, rules and/or regulations, shall constitute a default under the terms of the lease. The Association shall give notice to the Owner of such default and the Owner shall be responsible for curing the default and terminating the lease and evicting the tenant. In the event the Owner fails to take action within thirty (30) days after notice from the Association, the Association, on behalf of the Owner, may seek remedies available at law or in equity against the lessee and/or Owner. All Owners shall be obligated to notify the Association in writing, of any leases or tenants residing on his/her Lot.

ARTICLE V
COMMON AREA

Section 1. Composition. The Common Area consists of all areas shown and described as Common Area as shown on any recorded plat of any portion of Westlake at Mill Mount. The Recreational Facilities, whether deeded to the Association, or subject to easements for non-exclusive common use and enjoyment (as in the case of the lake) and any other property which is

brought under the control of the Association shall be maintained by the Association as if it is part of the Common Area.

Section 2. Title to Common Area. Declarant hereby declares that it will convey fee simple title to the Common Area to the Association, at or before such time as the last Lot is sold, free and clear of all liens and encumbrances except those of public record. Upon conveyance of any land or improvements by the Declarant to the Association as Common Area, which conveyance shall not be refused, the Association shall immediately become responsible for maintenance and operation of said property, and for such additional construction of improvements thereon as may be authorized by the Association's Board of Directors. Notwithstanding anything in the foregoing to the contrary, the Declarant reserves unto itself, its successors, assigns and agents the right to enter upon any Common Area and the Recreational Facilities for the purpose of constructing or maintaining indoor or outdoor recreational and community facilities thereon.

Section 3. Maintenance of Common Areas.

(a) In general. The Common Areas and Recreational Facilities shall be maintained by the Association in perpetuity to assure that they remain in substantially the condition they were in when conveyed to the Association. The Association shall adopt standards for maintenance of the Common Areas and Recreational Facilities that will require routine maintenance, including the replacement, reconstruction and the correction of defects or damage, to the Common Areas and Recreational Facilities to preserve their aesthetic qualities, safety and health and to mandate timely amelioration of unsafe conditions. Regular maintenance shall in no case occur less than annually, and amelioration of unsafe conditions shall occur as soon as practicable after the Association receives actual notice of the condition. The Association's

maintenance responsibility shall include all Common Areas, Recreational Facilities, landscaped areas within the public right-of-way and on any public utility easement, storm water management and detention systems or ponds and the lake and dam. **The cost of construction, repair, maintenance, upkeep or replacement of Common Areas, including the Recreational Facilities shall be the responsibility of the Association and shall not be borne by the County of Powhatan or any public agency.**

(b) Maintenance of the Lake and Dam – Association Responsibility. The Association recognizes an affirmative duty to maintain the dam on the Property which duty includes the repair and replacement or rebuilding of the dam and the lake in the event of any casualty disturbing or damaging the dam or the lake. The obligation of the Association is subject to its ability to obtain all necessary governmental approvals, including those which may be required by the Corps of Engineers. In addition to its other insurance obligations, the Association shall maintain casualty insurance on the dam and the Recreational Facilities at replacement cost to the extent such coverage may be obtained at commercially reasonable rates and amounts. All maintenance of the lake shall be in accordance with acceptable environmental practices and applicable law. The Association shall not take any action which would materially change the size, shape and surface area of the lake without the consent of two-thirds (2/3) of the Members entitled to vote and three-fourths (3/4) of the Members owning Lots which abut the lake.

(c) Maintenance of the Contributory Streams and Ponds – Owner's Responsibility. Owners of any Lot on which is located any contributory stream, dam or pond related to the lake, shall not take any action or permit any condition to exist which impedes the flow of such contributory streams, build any dam which would create a pond from a contributory

stream or take any other action which adversely affects the integrity of the lake. Except with respect to force majeure, the Owners of any Lot on which is located such contributory stream or pond shall be responsible for the maintenance and erosion control on that portion of the Lot which borders a stream or pond so as to prevent run off into the water and erosion of the Lot. No permanent structures (other than the docks permitted to be built in accordance with this Declaration) shall be built within fifty (50) feet of the lake. All Owners shall be responsible to maintain drainage swales on their Lots. In addition to the Association's duty to maintain the dam at the existing lake, in the event that there is damage to the streams which contribute to the lake or to any ponds contributing to the lake by force majeure, the Association shall be responsible for the payment of repair and replacement expenses in excess of Two Thousand Dollars (\$2,000.00) per occurrence. In the event of force majeure, the Owner of a Lot on which such streams and structures are located shall be responsible for the first \$2,000.00 of any such repair or replacement expense.

Section 4. Easements. There is hereby reserved to the Association, a blanket easement over the Property and the Lots, as necessary to enable the Association to fulfill its responsibilities hereunder. The Association may grant and convey any easements in the Common Area in addition to those shown on recorded subdivision plats necessary or desirable for the maintenance of the Development.

ARTICLE VI **EASEMENTS**

Section 1. Easement for Use and Enjoyment of the Lake. In addition to the maintenance easement reserved to the Association set forth in Article V above, the Declarant hereby grants and conveys unto the Members, a non-exclusive, easement over and across, all portions of any Lot which is submerged in the lake. Such easement shall be for each Member's non-exclusive

use and enjoyment of the lake, and for the use and enjoyment of the Member's guests and invitees subject to the limitations set forth in this Declaration and to the rules and regulations adopted by the Association from time to time. This easement is a private easement and nothing contained herein shall be construed as or deemed to create any rights for the benefit of the general public in the Property or the lake, or any other improvements now or hereafter located on any portion of the Property. The easement granted herein shall not entitle a Member to access the lake from any Lot or other property other than the Common Area and Recreational Facilities designated for lake access. The conveyances made and rights granted in this easement are made subject to all applicable easements, restrictions, covenants and conditions of record in the chain of title to the Property. The terms and provisions of this easement shall be deemed to be covenants running with the land and shall be binding upon and shall inure to the benefit of the successors, grantees, devisees and assigns of the Lots benefited and burdened hereby and any person claiming by, through or under them. Any obligations contained herein shall be construed as covenants and not as conditions and a violation of any said covenants shall not result in a forfeiture or reversion of title to the easements granted herein.

Section 2. Drainage and Utility Easements. Declarant reserves unto itself, its successors and assigns, a perpetual easement and right of way on, above and underground through all areas subject to this Declaration and any Supplementary Declaration, whether within the boundaries of Lots or Common Areas and except the portion of a Lot upon which a structure is built and for which a certificate of occupancy has been issued. The Declarant may use such easement to construct, maintain, inspect, replace and repair lines, wires, cables, conduits, sewers, pipes, water mains and other suitable equipment and facilities for the conveyance of water, sewer, gas, telephone, electricity, television cable, exterior lighting and other utilities and public

conveniences and for storm and surface water drainage, including pipes, ditches, culverts, swales and other suitable facilities for the disposition of storm and surface water drainage together with the right of ingress and egress to all such facilities and easements for the construction and maintenance thereof. The easements provided for herein shall include the right to cut any trees, brush and shrubbery, dig or grade any soil and take any other similar action as reasonably necessary. The rights herein reserved may be exercised by any licensee of Declarant, but shall not be deemed to impose any obligation upon Declarant to provide or maintain or be responsible for the lapse or temporary interruption of services. Any damage to the Property resulting from the use of the easements hereby reserved shall be promptly repaired at the expense of the party causing such damage.

Section 3. Landscape and Sign Easement. There shall be a landscape buffer along the Property line adjacent to Route 615, perimeter landscape buffers as may be shown on the subdivision plats and a sign easement at the landscaped boulevard entrance to the Development. The Declarant shall be responsible for initial planting of trees and shrubs, the installation of an irrigation system, sign, exterior lighting and other landscaping required by the site plan and the Association shall be responsible for the maintenance of these amenities after the initial installation.

Section 4. Conservation Easement. The location of any conservation easements shall be set forth on the plats. To the extent located on any Common Area, the Association shall be responsible for maintaining such conservation easements in accordance with the provisions of applicable law.

ARTICLE VII
COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. There are hereby created assessments to pay the Association for expenses as may from time to time specifically be authorized by the Board of Directors. Assessments shall commence at the time and in the manner set forth in this Article. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges to be collected on a quarterly basis (herein "Annual Assessments"), (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided (herein "Special Assessments"), and (3) assessments for correction of noncompliance with this Declaration and the enforcement of the covenants contained herein by the Association (herein "Correction Assessments"), all of which are collectively referred to as "Assessments." **Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided or as permitted by applicable law, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made in the manner as hereinafter provided, and subject to certain prior liens upon the Property as hereinafter provided in this Article. Each Assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Member assessed at the time when the Assessment fell due. In the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion of the Assessments as may be due and payable at the time of conveyance, except no Mortgagee, or purchaser who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such transfer of title.**

Section 2. Purpose of Assessments. Annual Assessments levied by the Association shall be used for the purpose of promoting the enjoyment, health, safety and welfare of the residents on the Property and in particular for the general control of the Development and the maintenance, improvement, provision, repair, enhancement and replacement of Common Areas, Recreational Facilities, the easements applicable to the Property, pedestrian facilities, (if any), drainage facilities, signs, landscaping, grounds, fencing, exterior lighting, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and Recreational Facilities. The maintenance responsibilities shall include the costs and expenses related to compliance with maintenance bond requirements as may be imposed by governmental agencies. The Assessments may be used to enforce the rules and regulations imposed herein and by the Association for control of the Development and prevention of nuisances, the maintenance of casualty insurance and liability insurance for Common Areas and Recreational Facilities and payment of any and all taxes on the Common Area and Recreational Facilities as levied by the appropriate jurisdictional agency. Annual Assessments shall also be used for establishing reasonable reserves for maintenance and capital expenditures.

The Association shall use such Annual and Special Assessments, to the extent such Assessments are sufficient, for the general purposes stated above.

Section 3. Initial Reserve Assessment. At the closing of the conveyance of an Improved Lot each Owner shall pay an initial reserve assessment in the amount of \$500.00.

Section 4. Basis and Maximum of Annual Assessments.

(a) The initial Annual Assessment for Improved Lots shall be \$600.00 per year. Owners shall commence accruing assessments for Improved Lots on the first day of the month following conveyance. The Declarant and any builder owning a Lot for the purpose of

construction and sale of a residence to a third party only, shall be exempt from Assessment. Annual Assessments may be increased by up to twenty percent (20%) per year effective January 1 of each year (commencing January 1, 2007) without a vote of the Members, by the Board of Directors, after due consideration of current costs and needs of the Association.

(b) Any increase in the Annual Assessments requested by the Board of Directors in excess of the twenty percent (20%) increase described in Section 4(a) above shall be approved by a vote of two-thirds (2/3) of the votes cast by Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Special Assessments. The Association may levy in any assessment year a Special Assessment, applicable to that year only, for all Lots for the purpose of defraying, in whole or in part, an unexpected or unusually large expense or anticipated expense, the cost of any construction or reconstruction, an unexpected repair or replacement of a capital improvement (including the necessary fixtures and personal property) the cost of extraordinary maintenance for Common Area and Recreational Facilities, wherever located, or for any other reason found by the Board of the Directors to be in the best interests of the Association. Any Special Assessment shall be approved by a vote of a majority (more than 50%) of the votes cast by Members who are voting in person or by proxy at a meeting duly called for this purpose. The Association shall provide notice to each Member of the Special Assessment, the reasons for such Special Assessment and the date or dates upon which it shall be due and payable.

Section 6. Uniform Rate of Assessment. Both Annual and Special Assessments shall be fixed at a uniform rate for each Class A Member and may be collected on a quarterly or annual basis. Correction Assessments shall be fixed on a case-by-case basis and need not be uniform.

Section 7. Date of Commencement of Annual Assessments Due Dates. The Annual Assessments shall commence as set forth above. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year and divided into semi-annual assessments for the remaining quarters of the year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot by November 1 of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. Unless otherwise established by the Board of Directors, the Annual Assessments shall be due in two installments on the first day of January and June. The Annual Assessment shall be prorated where sale is made between the annual January reassessments and shall be collected at the closing of such sale for the prorated period. The Association shall upon written request by an Owner at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 8. Effect of Non-payment of Assessments; Remedies of the Association. Assessments are due on the first day of January and June, any assessment which is not paid within five (5) days of its due date shall be considered delinquent. If the Assessment is not paid within thirty (30) days after the due date, a collection fee in the amount of twenty-five percent (25%) of the amount due shall be charged and the delinquent Assessment shall bear interest from the date of delinquency until paid at eighteen percent (18%) per annum and all costs of collection, including reasonable attorney's fees shall also be payable. The Association may bring an action at law against the Member personally obligated and/or foreclose the lien against

the Lot. No Member may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Lien for Payment of Assessments and Subordination of Lien to First and Second Mortgages. There shall be a continuing lien upon each of the Lots herein, in order to secure the payment of the Assessments (including interest, costs of collection and reasonable attorney's fees) provided under this Declaration, but such lien shall be subject to and subordinate to any first and second deeds of trust placed on the Lot at any time prior to perfection of the lien. The lien is perfected by filing in the Clerk's Office for the Circuit Court of the County of Powhatan a verified Memorandum of Lien in accordance with §55-516 of the Code of Virginia. Prior to filing a Memorandum of Lien, ten (10) days' written notice of the Association's intent to file such a Memorandum shall be given to the Owner by certified mail at his last known address. The Association may thereafter perfect its lien by filing a Memorandum of Lien in the Clerk's Office aforesaid prior to the expiration of six (6) months from the time the delinquent Assessments became due and payable. After the lien is perfected, it shall have priority over all subsequent liens and encumbrances except as set forth in §55-516 of the Code of Virginia. No suit to enforce any lien shall be brought after thirty-six (36) months from the time when the Memorandum of Lien was recorded as set forth in §55-516 (E). A statement from the Association showing the balance due on any Assessment shall be prima facie proof of the current Assessment balance due and delinquency, if any, due on a particular Lot.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments created herein: (a) all properties dedicated to and accepted by a local utility or public authority (such as Dominion Virginia Power, VDOT, Sprint, Verizon, Powhatan County); and (b) the Common Area; and (c) all properties (except Lots) owned by a

charitable or non-profit organization exempt from taxation by the laws of the State of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from Assessments.

Section 11. Correction Assessments and Remedies. In the event that any Member shall violate or fail to comply with the Architectural Control provisions set forth in Article VIII or violate or fail to comply with any one or more of the Use Restrictions set forth herein (herein collectively the "Violations"), such Member may be liable for Correction Assessments provided that such Member shall have been sent prior written notification by the ACB or Association or their agents, employees, or attorneys (hand delivered or sent by registered or certified mail to the Member at the Lot address or the Owner's last known address on file with the Association) of such Violation(s). In the event such Violation(s) is not stopped, halted or corrected (within the time set forth as set forth in such written notification) and continues, then, without further notice, the Association (or their agents, contractors or employees) are hereby irrevocably granted permission to come upon the Lot of said Member and may cause such Violation(s) to be fully or partially stopped, halted or corrected, without liability for so doing, and may cause any and all costs incurred (including interest and attorneys' fees) in connection therewith to be charged as a Correction Assessment to such Owner. The Association have the right (but not the obligation) to correct the Violation(s) or in their discretion to partially correct such Violation(s). Correction Assessments may be collected as other Assessments in any of the manners specified herein, including suit at law or in equity or by filing a notice of assessment lien as herein provided. The remedy herein provided shall be in addition to any other remedy provided or allowed by law or in equity and shall not be deemed an exclusive remedy. Election of one remedy (whether herein specified or allowed or otherwise) shall not act as a bar to the subsequent or concurrent use of other available remedies.

ARTICLE VIII
ARCHITECTURAL CONTROL

Section 1. Purpose. An Architectural Control Board ("ACB") shall regulate the external design, appearance, use, location and maintenance of improvements and landscaping on any Lot, other than improvements constructed or landscaping done by Declarant, its agents, contractors or subcontractors, in such a manner so as to preserve and enhance values, maintain a harmonious relationship among structures and the natural vegetation and topography and to preserve the general character and color, tone and architectural compatibility of the area as originally constructed.

Section 2. Composition of Architectural Control Board. For so long as Declarant owns any Lot or Property, the Architectural Control Board shall consist of three persons appointed by Declarant. Such persons may, but need not, be Members of the Association. Thereafter, when the Declarant no longer owns any Lot or Property, the power to appoint members of the ACB shall be transferred to the Association, which shall appoint three of its Members to the ACB. The members of the ACB shall serve at the pleasure of the entity that appointed them and accordingly ACB members may be replaced at any time for any reason whatsoever. The ACB may designate in writing one or more of its members to act on behalf of the ACB in granting or refusing written approvals called for in this Declaration.

Section 3. Required Approval to Commence Work.

(a) From the date the Declarant conveys the Lot to an Owner, no exterior improvements, alterations, repairs, excavations, changes in grade, clearing, cutting of trees, landscaping or other work which in any way alters any Lot from its improved state shall be made or done upon the Property without the prior written conditional approval signed by

the ACB, except as otherwise provided herein. No building, dock, wall, pool, residence or other structures or changes to any existing structures upon the Property shall be made until given prior written conditional approval signed by the ACB, except as otherwise provided herein. Changes in paint, stain, siding material or roof color or roof material shall be subject to ACB approval. Declarant, its successors and assigns, reserves the right to promulgate and amend from time to time architectural guidelines for the Property and improvements located thereon, in addition to and/or in lieu of the guidelines set forth herein, and such guidelines, as amended and supplemented, shall establish, define and expressly limit those standards and specifications that shall be approved. These guidelines may include, but shall not be limited to, architectural style, exterior colors and all exterior finish materials, roofing material, siding material, driveway material, landscape design and construction technique. **The Declarant, its successors and assigns, and/or the ACB have promulgated special architectural guidelines for the construction of improvements on the Lots which abut the lake.**

(b) Notwithstanding the above, Declarant shall not be required to seek or obtain the consent or approval (either conditional or final) of the ACB or of the Association for any work, including but not limited to improvements, changes, repairs, alterations, painting, construction, grading or landscaping performed by Declarant or its agents, contractors and subcontractors.

Section 4. Procedure. None of the improvements, changes or other work described in detail in this Article VIII shall be commenced until plans and specifications therefor showing the nature, size, kind, shape, height, materials, colors and location of the same shall have been submitted to the ACB and conditionally approved in writing signed by the ACB. Such approval shall be made by the ACB after consideration of the details of the

submission and the purpose of the ACB as set forth herein. The Board of Directors may set a fee payable to the Association for reviews by the ACB in conjunction with requests for conditional and final approvals. In addition to the items set forth herein, the ACB may adopt additional procedures or standards as to the information it requires to be submitted to it with any request for approval.

Section 5. Conditional Approval Presumption. In the event that the ACB fails to approve, modify or disapprove in writing a request for approval required herein within 45 days after all plans, specifications and other appropriate materials have been submitted in writing to it, the submitted plans and specifications shall be deemed to have been conditionally approved. The burden shall be upon the Owner to show the date of the submission and that the plans and specifications were complete, accurate and properly submitted to the ACB.

Section 6. Conditional and Final Approval. Preconstruction approvals granted by the ACB herein shall be deemed to be conditional approvals. They may become final approvals upon the ACB's inspection of the actual completion of the changes or improvements or repairs and finding them to be as set forth in the plans and specifications submitted to it. In the event that the actual completed changes, improvements or repairs do not, in the judgment of the ACB, conform to the plans and specifications approved by it, then the ACB's approval, whether given in writing or by presumption, may be withdrawn. It shall be incumbent upon the Owner to notify the ACB in writing within fourteen (14) days after the completion of work that he requests final approval. The ACB shall then have five (5) business days to inspect and grant or refuse final approval in writing. If final approval is refused, the Owner shall make changes and resubmit until final approval is obtained.

Section 7. No Approval. Should an Owner commence any work which requires ACB approval without its conditional approval or complete any work without seeking ACB final approval, the ACB or the Association may take appropriate legal or equitable action and may cause a lis pendens to be filed against such Owner's Lot. Furthermore, the ACB or the Association has the right (but not the obligation) to correct any violation and impose Correction Assessments.

Section 9. Initial Architectural Guidelines. The following initial Architectural Guidelines and all conditions applicable to the zoning of the Property shall be adhered to:

(a) Square Footage. The following minimum square footage requirements are applicable to all Lots. The square footage requirement refers to finished interior square footage (excluding attached and detached garages and basements.

Single Story	2,200 square feet
One and One/Half Story	2,600 square feet
Two Story	2,800 square feet

All Lots that abut the lake shall have a minimum house size of 3,000 square feet.

(b) Foundations. All foundations shall be constructed on all sides of either stone, brick, or synthetic stucco. There shall be no slab foundations. All residences must be constructed with basements or crawl spaces. The use of exposed patterned concrete on foundations is prohibited.

(c) Garages. Front loaded garages shall be prohibited. All Lots abutting the lake shall have side-entry garages.

(d) Storage Tanks. Underground storage tanks and storage tanks stored in basements and crawl spaces are permitted. Storage tanks which are stored above ground and outside must be concealed and properly screened. All such tanks shall be located behind the house and shall not be visible from the public roads.

(e) Driveways. The first twenty (20) feet of each driveway adjoining the public road shall be asphalt.

(f) Pools. Above-ground pools shall be prohibited. All other pools are required to be built in accordance with the written approval of the ACB.

(g) Manufactured and Mobile Homes. No modular housing on frames, manufactured housing or mobile homes shall be permitted on any Lot.

ARTICLE IX
USE RESTRICTIONS

Section 1. Residential Use. All Lots shall be used for single-family residential purposes exclusively. The use of a portion of any Lot for business purposes by the owner or occupant thereof shall be considered a residential use only if the Lot is used for residential purposes as well 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 law; (iii) does not increase the liability or casualty insurance premium or obligation of the Association or of the residence; and (iv) does not create any customer or client traffic to and from the Lot. No re-occurring periodic garage sale, moving sale, rummage sale or similar activity shall be conducted on any Lot except as specifically authorized by the Association.

Section 2. Common Area Use. There shall be no obstruction of the Common Area or Recreational Facilities. Nothing shall be stored in the Common Area or Recreational Facilities without the prior consent of or as arranged by the Association. Nothing shall be altered or constructed in or removed from the Common Area or Recreational Facilities, except upon the written consent of the Association. No waste shall be permitted in the Common Area. Notwithstanding the above, Declarant and its contractors and subcontractors may use, obstruct or store personal property, materials or vehicles on the Common Area during such time as they may be engaged in construction on the Property. The use of the lake and other Recreational Facilities is limited to Members and guests which at all times must be accompanied by a Member. Any Member desiring to use the Recreational Facilities by groups of six (6) or more, must obtain written permission of the Association in advance in accordance with its Bylaws.

Section 3. Occupants Bound. All provisions of the Declaration, Bylaws, any Supplemental Declaration, and rules and regulations promulgated pursuant thereto, which govern the conduct of Owners and/or Members and which provide for sanctions against Owners and/or Members shall also apply to all occupants, residents, tenants, guests and invitees (collectively, "occupants") of any Lot. Every Member shall cause all occupants to comply with the Declaration, Bylaws, any Supplemental Declaration, and rules and regulation. Every Member shall be responsible for all violations and losses to the Common Area and the Recreational Facilities caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, any Supplemental Declaration, and rules and regulations promulgated pursuant thereto.

Section 4. Nuisance. No noxious, boisterous or offensive activity shall be carried on upon any Lot or in the Common Area or Recreational Facilities, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other Member or a fire hazard or safety hazard to any other Member or to any improvement. The Board of Directors shall have the authority to determine in writing whether any activity conducted upon any Lot constitutes a nuisance upon the submission to it of a complaint in writing by any Member regarding such activity. The Association is given full authority and power to abate any nuisance found to be existing any giving the Owner written notice specifying the nature of the nuisance provided that the Owner has failed to abate said nuisance within a reasonable time after notice.

Section 5. Unsightly Conditions. It shall be the responsibility of each Owner to maintain the improved lots in accordance with the then applicable architectural guidelines and to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on his Lot. No outside burning of wood, leaves, trash, garbage, or other refuse shall be

permitted on any Lot or other portion of the Property. There shall be no outdoor trash accumulation.

Section 6. Liability Insurance. Nothing shall be done or kept in any Lot or the Common Area which shall increase the rate of insurance on the Common Area, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Lot or in the Common Area which shall result in the cancellation of insurance on any Lot or any part of the Common Area, or which would be in violation of any law.

Section 7. Signs. No sign of any kind, except a single "for sale" or "for lease" sign not exceeding two feet by three feet in size and no higher than five feet from the ground shall be permitted on any Lot, the Common Area, or on any structure on any Lot. This prohibition does not apply to those signs used by the Association or Declarant or approved by the Association or Declarant and installed by the Declarant, such as Lot designation and direction signs, site signs, subdivision entrance signs and monuments, street signs and traffic control signs.

Section 8. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or in the Common Area, provided horses (subject to the restrictions in this Section 8), dogs, cats or other domesticated household pets (collectively "Pets") may be kept on Lots, subject to rules and regulations adopted by the Association. No Pet shall be permitted off the Pet owner's Lot except under the control of such Pet owner. Owners of Pets shall promptly clean up and properly dispose of said pet's feces wherever deposited on the Property. No vicious or attack-trained animals shall be permitted upon any Lot or Common Area. Horses may be kept on any Lot of seven (7) acres or more as follows: two (2) horses may be kept on any Lot more than seven (7) acres and less than ten (10) acres; four (4) horses may be kept on any Lot more than ten (10) acres and less than twenty (20) acres; and eight (8) horses

may be kept on any Lot which is twenty (20) acres or larger in size. The Declarant reserves the right to designate those Lots which are further restricted or prohibited, in spite of being seven (7) acres or more, from keeping horses. Commercial horse boarding or riding facilities may be constructed, subject to the written approval of the ACB, only on a Lot which is twenty (20) acres or larger in size. The keeping of horses shall at all times comply with applicable local ordinances. Horse facilities must be kept and managed in a clean and orderly manner, with barn waste being regularly disposed off of the Property.

Section 9. Fences. No chain link fence may be erected upon any Lot and no fencing with exposed electric wire may be installed upon any Lot unless approved in writing by the ACB. No fencing shall be erected in the front yards of any Lot without the approval of the ACB in writing. The "front" shall be that side of the dwelling on a Lot facing, or most nearly facing, a Public Road. Any fence to be constructed on any Lot must be approved by the ACB in writing. No fences shall be permitted at the edge of the lake.

Section 10. Trash. Trash cans, barrels and containers shall be maintained within screened bins concealed from view from the public roads, the lake, and adjacent Lots. Trash removal shall be at Member's expense and each Owner shall remove trash at least weekly.

Section 11. Antennas. No exterior or roof antennas of any kind or description may be erected or maintained on any Lot or Common Area. No satellite dishes exceeding two (2) feet in diameter may be erected or maintained on any Lot or Common Area. No transmitting or receiving equipment which interferes with television, radio or other communications reception of other Members shall be used or permitted upon any Lot.

Section 12. Wetlands, Rivers, Water Bodies and Protected Areas. If wetlands or wetland buffers exist on a Lot, as more specifically described on a recorded plat, the Owner of such Lot

may not install structures of any kind, including but not limited to, fences, play structures, and sheds within this area. No clearing, grubbing, filling, disturbing or redistribution of material within the preserved wetland area is permitted. Any violation related to wetlands is the sole responsibility of the Lot Owner. The Lot Owner shall comply with the Army Corps of Engineers requirements, as promulgated from time to time. If a Resource Protection Area ("RPA") exists on the Lot, as more specifically described on a recorded plat, the Owner may not physically disturb any portion of the RPA. If the Owner desires to install a structure of any kind within the RPA, the Owner must first obtain written permission from all applicable governmental authorities and submit the approvals with its submission for approval to the ACB.

Section 13. Parking and Traffic. All vehicles owned, leased or operated by an Owner, occupant, tenant or invitee, shall be parked in the garage or on the driveway serving such Lot. Temporary parking on public roads is subject to applicable law so long as traffic in the Development is not impeded. The provisions of this section shall in no way limit or proscribe the rights of Declarant and its agents, contractors and subcontractors to park vehicles related to construction activities upon the Property.

Section 14. Mailboxes. Mailboxes shall conform to the mailboxes initially selected by the Declarant and initially installed by the builders.

Section 15. Clotheslines. No permanent clothesline shall be installed on any Lot.

Section 16. Docks. No docks may be constructed on any Lot without the approval of the ACB in writing. No docks will be permitted to exceed twenty (20) feet in length.

Section 17. Boats. No gas-powered boats shall be permitted on the lake. Canoes, kayaks and boats less than 12 feet in length only may be used. Electric trolling motors shall be permitted. Boats and canoes must be stored in a neat and orderly fashion and may not be

abandoned at the waters edge of any Lot which abuts the lake. No boats are permitted to be stored on the edge of the lake from November 1 to March 1 unless stored in specifically designated areas approved by the Association.

Section 18. Recreational Vehicles, Tractors. Recreational vehicles must be stored in buildings which are architecturally similar to the residence or are integrated into the site plan. Tractors must be stored in barns or approved storage buildings. All storage buildings, barns and site plans are subject to ACB approval.

Section 19. Liability Insurance. Nothing shall be done on any Lot, in the Common Area or on the Recreational Facilities which shall increase the rate of insurance to the Association, without the prior written consent of the Association. No Member shall permit anything to be done or kept in his Lot or in the Common Area which shall result in the cancellation of insurance on any Lot or any part of the Common Area, or which would be in violation of any law.

Section 20. Inoperable Vehicles. No inoperable vehicle shall remain on the Property for more than seven (7) days. The Association may conclusively define what is an inoperable motor vehicle.

Section 21. Temporary Structures. No structure of temporary character, tent or travel trailer shall be used on any Lot or the Common Area at any time as a residence.

Section 22. Drainage. No Owner shall interfere unreasonably with the natural drainage of surface water from his Lot to the detriment of any other Lot.

Section 23. Kennels. No kennel may be erected on any Lot with a capacity to house more than three (3) dogs. No commercial kennels shall be permitted.

Section 24. Exterior Appearance. Every Owner shall be responsible for maintaining a good exterior appearance of his Lot and improvements thereto, including, but not limited to,

reasonable maintenance of lawn and shrubbery in those areas not maintained by the Association. To comply with this mandate, each Owner shall at least maintain and mow the grass in the front yard of his Lot and also in the backyard of any Lot which abuts the lake so that it does not exceed six (6) inches in length. This provision shall not apply to non-lakefront pasture land which must be kept in a neat and mowed state in accordance with acceptable practices. Each Owner shall maintain all decks, porches and patios in a neat and orderly fashion and shall not use them for storage.

ARTICLE X
CASUALTY DAMAGE TO LOTS

Section 1. Obligation to Rebuild. In the event that any structure, or any portion thereof, on any Lot shall be damaged or destroyed by fire, windstorm, or other casualty, the Owner of such Lot shall be responsible for and shall bear the cost of the rebuilding, reconstruction and/or restoration of such structure to the same standards, condition, appearance and specifications, including color and grade of wood, as existed prior to its damage or destruction. The rebuilding, reconstruction and/or restoration of any damaged and/or destroyed structure shall be commenced within sixty (60) days of such damage and/or destruction, and once commenced shall be diligently pursued to completion, and in any case shall be completed within six (6) months from date of commencement thereof. In the event that such Owner shall fail to so reconstruct, rebuild and/or restore such damaged or destroyed structure for which he or it is responsible in a manner satisfactory to the Board of Directors, the Association after thirty (30) days prior written notice such Owner and upon affirmative vote of a majority of the Board of Directors shall have the right (but not the obligation) to reconstruct, rebuild and/or restore such damaged or destroyed structure to the same standards, condition, appearance and specifications as existed prior to its

damage or destruction, and the cost thereof (including interest and attorney's fees) shall be assessed against the Owner of such structure as a Correction Assessment.

Section 2. Insurance. The Owner of each Improved Lot or Lot on which a dwelling is under construction shall maintain in full force and effect an "all risk" hazard or homeowners insurance policy naming the Association as a co-insured as its interest may appear insuring the improvements on said Owner's Lot against loss or damage due to fire, explosion, windstorm, casualty or other insurable cause to the full replacement cost of such improvements. Each Member shall provide and maintain with the Association a valid certificate of such insurance. In the event that any Owner fails to maintain such insurance on the improvements on their Lot or fails to provide the Association with such a certificate, the Association, after five days written notice, shall have the right, but not the obligation, to procure such insurance in the name of the Member and assess the direct charges therefor together with an administrative fee of \$250.00 against the Member as a Correction Assessment.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or Supplementary Declaration and may seek damages for violations of such provisions. Before the Association seeks injunctive relief against any Owner, the Owner shall be given the opportunity for a hearing before the Board of Directors. Fourteen (14) days prior written notice of a hearing before the Board of Directors shall be given to the Owner by hand delivery or certified mail return receipt requested. An Owner may also seek to enforce all covenants, against another Owner. Failure by

the Association or by any Owner to enforce any covenant, condition, restriction, lien or charge herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Entry for Repair. The Association or its agents may enter any Lot or improvements thereon when necessary in connection with any maintenance, landscaping or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association out of common expense funds of the Association.

Section 3. Notices. Unless otherwise specifically provided, any notice required by this Declaration to be sent by the Board of Directors or the Association to any Owner shall be deemed given if either hand delivered or mailed by first class mail to the Lot address or to the Owner's last known address on file with the Association. The date of hand delivery or the date of mailing shall be deemed to be the date notice was given. Notice to any one of two or more co-owners shall be deemed to constitute notice to all co-owners.

Section 4. Fees and Costs. The Association, in seeking enforcement of the provisions of this Declaration or damages due to violation thereof, shall be awarded court costs and reasonable attorney's fees, if it substantially prevails.

Section 5. Severability. Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Prohibited Discrimination. The Declarant and every Owner agrees that no transfer of any interest or offer to acquire any interest in any Lot shall be refused by Declarant or Owner or agent thereof to any person because of race, color, religion, sex or national origin, nor shall Declarant or any Owner make unavailable or deny the use or any interest in the Property to

any person because of race, color, religion, sex or national origin. No provision of this Declaration shall be used to discriminate against any person by reason of such person's race, color, religion, sex or national origin and any such use is hereby declared illegal, void, and unenforceable and is specifically disclaimed.

Section 7. Amendment. The covenants, conditions, restrictions and reservations of this Declaration may be modified or amended during the Declarant Control Period by an instrument signed by Declarant. After said period this Declaration may only be modified or amended by an instrument signed by not less than two-thirds (2/3) of the Members. Any modification or amendment shall be properly recorded.

Section 8. Duration. The covenants, conditions, restrictions and reservations of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended in perpetuity for successive periods of ten (10) years unless modified, amended or rescinded.

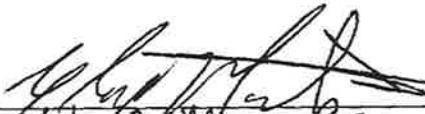
Section 9. Lender's Consent. The Lender joins in the execution of this Declaration to evidence its consent to the recordation of this restriction.

Section 10. Approval of Powhatan County. Powhatan County joins in the execution of this Declaration to evidence its approval of the recordation of these restrictions.

[Signatures Appear on Following Pages]

WITNESS the following signatures and seal:

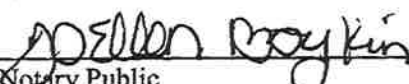
MILL MOUNT DEVELOPMENT CORPORATION


By: Lloyd Mason Poe
Title Member

STATE OF VIRGINIA
CITY/COUNTY OF Chesterfield to-wit:

The foregoing instrument was acknowledged before me this 19th day of June, 2006
by Lloyd Mason Poe, the member of Mill Mount Development
Corporation, on behalf of the corporation.

My commission expires: 9/30/07


Notary Public

RESOURCE BANK, a Virginia banking corporation


 By: Bonnie H. Agee
 Title Senior Vice President


STATE OF VIRGINIA
CITY/COUNTY OF Richmond, to-wit:

The foregoing instrument was acknowledged before me this 15th day of ^{June}~~May~~, 2006
 by Bonnie H. Agee, the Senior Vice President of Resource Bank, on behalf of the
 bank. Donna E. Roberts, Notary Public

My commission expires: 1-31-07

BOOK 689 PAGE 414


COUNTY OF POWHATAN
COMMONWEALTH OF VIRGINIA


By: JOHN RICK
Title COUNTY ATTORNEY

STATE OF VIRGINIA
CITY/COUNTY OF POWHATAN, to-wit:

The foregoing instrument was acknowledged before me this 20th day of June, 2006
by JOHN RICK, the COUNTY ATTORNEY authorized representative of
Powhatan County, a political subdivision of the Commonwealth of Virginia, on behalf of the
County.

My commission expires: JULY 31, 2009


Notary Public

SCHEDULE A

Property Description

ALL that certain lot, piece or parcel of land lying and being in Spencer District, Powhatan County, Virginia, containing 497.56 acres, more or less, as shown on plat of survey prepared by Woodrow K. Cofer, Inc., dated April 9, 2004, revised October 2, 2005, and entitled "PLAT SHOWING 497.56 +/- ACRES OF LAND LYING ON THE NORTH LINE OF STATE ROUTE 615", a copy of which plat is attached hereto and recorded herewith and to which plat reference is hereby made for a more particular description of said real estate.

BEING the same real estate conveyed to Mill Mount Development Corporation from R. F. Ranson dated October 6, 2005, recorded October 11, 2005, in the Clerk's Office, Circuit Court, Powhatan County, Virginia, in Deed Book 664, page 804.

INSTRUMENT #060004041
RECORDED IN THE CLERK'S OFFICE OF
POWHATAN ON
JUNE 21, 2006 AT 04:41PM
WILLIAM E. MAXEY, JR., CLERK

RECORDED BY: RNW

#4041-06
Delivered to:
Batzer