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BOOK 4087 PAGE 201

DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS AND CONDITIONS  
APPLICABLE TO ALL PROPERTY IN STONEY GLEN SOUTH

WHEREAS, The Reed's Landing Corporation, a Virginia Corporation ("Developer"), is the owner of certain lands located within a community known as "Stoney Glen South" in Chesterfield County, Virginia.

WHEREAS, the Developer wishes to declare certain restrictive covenants affecting certain lands in Stoney Glen South.

NOW, THEREFORE, the Developer does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the lands described in Exhibit "A" attached hereto and such additions thereto as may hereinafter be made pursuant to paragraph 4.4 of Part IV hereof. The Developer reserves in each instance the right to add additional restrictive covenants in respect to lands to be conveyed in the future within the Properties, or to limit therein the application of this Declaration.

DEFINITIONS

"Stoney Glen South" when used herein shall refer to the lands in Chesterfield County, Virginia, which are shown as a part of Stoney Glen South on the Developer's Master Plan as revised from time to time.

Whenever used herein, the term "Developer" or "the Developer" shall refer to The Reed's Landing Corporation, a Virginia Corporation, its successors and assigns, and any agent or agents appointed by The Reed's Landing Corporation, its successors and assigns, to act on its behalf for the purpose of administering or enforcing, in whole or in part, the rights reserved unto the Developer in this Declaration.

Whenever used herein, the term "Association" shall refer to Stoney Glen South Association, Inc., a Virginia non-profit, non-stock corporation, its successors and assigns, and any other community or owners association within Stoney Glen South organized or to be organized, by the Developer or by others with the consent of the Developer.

The term "Property" and "Properties" when used herein shall refer to any tract of land or subdivision thereof in Stoney Glen South which has been subjected to the provisions of this Declaration or any Supplemental Declaration under the provision of paragraph 4.4 of Part IV hereof, as may be referenced in deeds issued by the Developer or any third party with the consent of the Developer, including without limitation, all that tract or parcel of land, situate, lying and being in Chesterfield County, Virginia, which is more particularly described in Exhibit "A" attached hereto and by specific reference made a part hereof.

The terms "Property Owner", "Owner of Property", and "Owner" when used in this Declaration shall mean and refer to all owners of an interest in real property in Stoney Glen South which has been subjected to the provisions of this Declaration.

The term "Master Plan" when used in this Declaration shall mean and refer to the drawing, which represents the conceptual plan for the future development of Stoney Glen South. Since the concept of the future development of Stoney Glen South is subject to continuing revision and change by the Developer, present and future references to the "Master Plan" shall be references to the latest revision thereof.

The term "Open Space" or "Open Space Areas" when used in this Declaration shall mean and refer to all those parcels and tracts of land within the Properties designated on the Master Plan or on recorded plats as "Open Space".

The covenants and restrictions below will be referred to as the General Property Covenants of May 9, 2001, will be recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, ("Clerk's Office") and may be incorporated by reference in deeds to real property issued by the Developer by reference to the book and page of recording in the land records of said Clerk's Office.

PART I  
COVENANTS, RESTRICTIONS AND AFFIRMATIVE  
OBLIGATIONS APPLICABLE TO ALL  
PROPERTIES IN STONEY GLEN SOUTH

The primary purpose of these covenants, restrictions and affirmative obligations ("Covenants") and the foremost consideration in the origin of same has been the creation of a community, which is aesthetically pleasing and functionally convenient. The establishment of certain objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of Property and of technological advances and environmental values. For this reason such standards are not established by these Covenants. However, in order to implement the purposes of these Covenants, the Developer may establish and amend from time to time objective standards and guidelines, including, but not limited to, Building Guidelines, Uniform Sign Regulations, Uniform Mailbox Regulations, and Landscape Guidelines as such terms are defined hereinafter, which shall be in addition to and more restrictive than these Covenant, and which shall be binding on all Property Owners within Stoney Glen South.

1.1. Building Approvals. No building, fence, or other structure shall be erected, placed or altered, nor shall a building permit for such improvement be applied for on any Property in Stoney Glen South until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives, and parking areas), and construction schedule shall have been approved by the Developer. In addition, the Developer may, at its election, require prior written approval of a landscape plan. The Developer further reserves the right to promulgate and amend from time to time architectural standards and construction specifications (hereinafter referred to as the "Building Guidelines") for specific neighborhoods and areas or for all Properties within Stoney Glen South, and such Building Guidelines shall establish, define, and expressly limit those standards and specifications which will be approved in said neighborhoods and areas or within the Properties, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, fencing material, landscape design, and construction technique. No alteration in the exterior appearance of any building, fence or structure, including exterior color or finish, shall be made without like prior approval by the Developer. One (1) copy of all plans and related data shall be furnished to the Developer for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the Developer of written demand for approval, the provisions of this paragraph shall be thereby waived.

(b) In order to assure that buildings, fences and other structures will be located and staggered so that the maximum view, privacy, sunlight, and breeze will be available to each building or structure within the confines of each Property, and to assure that structures will be located with regard to the topography of each property, taking into consideration the location of large trees and other aesthetic and environmental considerations, the Developer reserves the right to approve the precise site and location of any building, fence

or structure on any Property in Stoney Glen South. Such location shall be determined only after reasonable opportunity is afforded the Property Owner to recommend a specific site. The provisions of this paragraph shall in no way be construed as a guarantee that the view, privacy, sunlight, or breeze available to a building or structure on a given Property shall not be affected by the location of a building or structure on an adjacent Property.

1.2 Tree Removal. No trees measuring six (6) inches or more in diameter at a point two feet above ground level may be removed without the prior approval of the Developer. Approval for the removal of trees located within ten (10) feet of a building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the Property.

1.3 Landscape Guidelines. The Developer reserves the right to promulgate and amend from time to time landscape guidelines (the "Landscape Guidelines") which shall establish approved standards, methods, and procedures for landscape management on specific Properties in Stoney Glen South, and such authorized standards, methods, and procedures may be utilized by the Owners of such specified Properties without prior written approval by the Developer; provided, however, the provisions of this paragraph 1.3 shall in no way constitute a waiver of the requirement to receive prior written approval for the removal of specified trees pursuant to paragraph 3 above.

1.4 Signs. Except as may be required by legal proceedings, no sign shall be erected or maintained on any Property by anyone, including, but not limited to, a Property Owner, a tenant, a realtor, a contractor, or a subcontractor, until the proposed sign size, color and content and the number and location of sign (s) shall have been approved by the Developer. The Developer further reserves the right to promulgate and amend from time to time uniform sign regulations ("the Uniform Sign Regulations") which shall establish standard design criteria for all signs, including, but not limited to, real estate sales signs, erected upon any Property in Stoney Glen South.

1.5 Mailboxes. No mailbox shall be erected or maintained on any Property until the proposed mailbox design, color, and location have been approved by the Developer. No alteration in the exterior appearance of any mailbox shall be made without like prior written approval by the Developer. The Developer further reserves the right to establish uniform mailbox regulations (the "Uniform Mailbox Regulations") which shall define standard design criteria for all mailboxes erected upon any Property in Stoney Glen South.

1.6 Maintenance. It shall be the responsibility of each Property Owner, tenant, contractor, or subcontractor to prevent the development of any unclean, unsightly, unkempt, unhealthy, or unsafe conditions of buildings or grounds on any Property which shall tend to substantially decrease the beauty or safety of Stoney Glen South, the neighborhood as a whole, or the specific area.

1.7 Parking. Each Property Owner shall provide space for the parking of automobiles off public streets prior to the occupancy of any building or structure constructed on said Property, in accordance with reasonable standards established by the Developer.

1.8 Sewage Disposal. Prior to the occupancy of a building or structure on any Property, proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains of the Chesterfield County public sewer system or other means of sewage disposal if other means are approved by Chesterfield County and the Developer for use in Stoney Glen South.

1.9 Public Water. Prior the occupancy of a building or structure on any Property, proper and

suitable provisions for water shall be made by connection with the water lines of the Chesterfield County public water system approved by Chesterfield County and the Developer for use in Stoney Glen South.

1.10 Utility Easements. The Developer hereby reserves a perpetual, alienable, and releasable easement and right on, over, and under the Properties to erect, maintain, and use electric, Community Antenna Television ("C.A.T.V."), and telephone poles, wires, cable conduits, drainage ways, sewer, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, C. A.T.V., gas, sewer, water, drainage, or other public conveniences or utilities on, in or over those portions of such Property as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such Property as may (a) have been used prior to the installation of such utilities for construction or a building whose plans were approved pursuant to these Covenants by the Developer, or (b) be designated as the site for a building on a plot plan for erection of a building which has been approved in writing by said Developer. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and maintain reasonable standards of health, safety, and appearance. The Developer further reserves the right to locate wells, pumping stations, siltation basins, and tanks within Stoney Glen South in any Open Space or on any Property designated for such use on the applicable plat of said Property, or to locate same upon any Property with the permission of the Owner of such Property.

1.11 Antenna. No television antenna, radio receiver, radio sender, or other similar device shall be attached to or installed on any Property or on the exterior portion of any building or structure on any Property except as follows:

(a) The provisions of this paragraph shall not prohibit the Developer from installing or approving the installation of equipment necessary for a master antenna system, C.A.T.V., mobile radio systems, or other similar systems within the Properties, pursuant to the provisions of paragraph 11 above;

(b) A Property Owner may make written application to the Developer for permission to install a television antenna, including small disc antenna, stating the proposed antenna's size, height, color, location and design, and such permission shall not be unreasonably withheld.

1.12 Fences. No chain link fence shall be erected or maintained on any Property.

1.13 Dog Pens. No dog pen shall be erected or maintained on any Property until the proposed dog pen design, color, fencing material, size, and location have been approved in writing by the Developer. No alteration in the exterior appearance of any dog pen shall be made without like prior written approval by the Developer.

## PART II ADDITIONAL RESTRICTIONS TO IMPLEMENT EFFECTIVE ENVIRONMENTAL CONTROLS

2.1 Definition. "Residential Lots" or "Lots" as used in this Part II shall mean and refer to all those parcels or tracts of land within the Properties intended for subdivision or subdivided into Properties or lots intended for the construction of a detached house or single family dwelling unit (hereinafter referred to as a "dwelling unit").

2.2 Minimum Size. Plans required under paragraph 1.1 of Part I of these Covenants will not be approved unless the proposed dwelling unit or any other structures will have the minimum square footage of

enclosed dwelling space specified in the pertinent sales contract and deed. The term "enclosed dwelling space" shall not include garages, terraces, decks, open porches, screened porches, and similar areas.

### 2.3 Other Restrictions.

(a) All Residential Lots shall be used for residential purposes, recreational purposes incidental thereto, and for customary accessory uses. The use of a portion of a dwelling unit on a Residential Lot as an office by the Owner or tenant thereof shall be considered a residential use if such use does not create undue customer or client traffic, as determined by the Developer, to and from the unit or the Property.

(b) No structure, except as hereinafter provided, shall be erected, altered, placed, or permitted to remain on any Residential Lot other than one (1) detached single family dwelling and one (1) small lone-step, accessory building which may include a detached private garage, provided the use of such accessory building does not overcrowd the Property, as determined by the Developer, and provided, further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

(c) A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building on any Residential Lot, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such suite would not result in over-crowding the Property, as determined by the Developer.

(d) The provisions of this paragraph 2.3 shall not prohibit the Developer from using any dwelling units or accessory buildings as models. In addition, the Developer may grant permission to any builder to use any specific dwelling unit or accessory building as a model; selection of the particular dwelling unit or accessory building and any rules or regulations governing the use of such dwelling unit or accessory building as a model shall be determined by the Developer.

### 2.4 Completion of Construction.

(a) The exterior of each dwelling unit and all other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. Dwelling units and other structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction, the Owner of each Residential Lot shall require his contractor to maintain the lot in a reasonably clean and uncluttered condition, pursuant to the provisions of paragraph 1.6 of these Covenants.

(b) The failure to complete the exterior of any dwelling unit or any other structure within the time limit set forth in paragraph 2.4(a) above shall constitute a violation and breach of these Covenants. The Developer hereby reserves a perpetual, alienable, and releasable easement and right on, over, and under all Residential Lots for the purpose of taking any action necessary to effect compliance with paragraph 4(a) above, including, but not limited to, the right to enter upon any Property for the purpose of completing the exterior of such dwelling unit or any other structure which is in violation of paragraph 2.4 (a).

### 2.5 Garbage.

(a) Each Residential Lot Owner shall provide a screened area to serve as a service yard

and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent Properties. Pursuant to the provisions of paragraph 1.1, plans for such screened area delineating the size, design, specifications, exterior color or finish, and location must be approved by the Developer prior to construction. No alteration in the exterior appearance of any screened area shall be made without like prior written approval by the Developer. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground, and such underground garbage receptacles and fuel tanks and their location must likewise be approved by the Developer prior to construction.

(b) There shall be no curbside garbage pickup permitted without the prior written permission of the Developer.

Garbage pickup shall only take place at the garbage receptacle location approved by the Developer in paragraph 2.5 (a) above.

(c) The Developer reserves the right to approve the selection of waste management vendor(s) authorized to provide garbage pickup within the Properties.

2.6 Mobile Homes, Boat Trailers, Outbuildings, Etc. No mobile home, trailer, barn, or other similar out building or structure shall be placed on any Residential Lot at any time, either temporarily or permanently. Except as provided below, boats, boat trailers, campers, recreational vehicles, oversized vehicles, or utility trailers may be maintained on a Residential Lot, but only within an enclosed or screened area such that they are not generally visible from the road or adjacent Properties. Pursuant to the provisions of paragraph 1.1, plans for such enclosed or screened area delineating the size, design, specifications, exterior color or finish, and location must be approved by the Developer prior to construction. No alteration in the exterior appearance of any enclosed or screened area shall be made without like prior written approval by the Developer. A small boat, boat trailer, or boat on a trailer may be placed in the rear yard of a Residential Lot without being enclosed by a screened area if such boat, boat trailer, or boat on a boat trailer does not exceed an overall height of four (4') feet above ground level.

2.7 Temporary Structures. No structure of a temporary character other than shelters or temporary structures used by the contractor during construction of the main dwelling unit shall be placed upon any Residential Lot at any time. Temporary shelters or structures permitted during construction may not, at any time, be used as residences or permitted to remain on the property after completion of construction. The design and color of structures temporarily placed on a Residential Lot by a contractor shall be subject to reasonable aesthetic control by the Developer.

2.8 Utility Easements. The utility and drainage easement reserved by the Developer in paragraph 1.10 of these Covenants shall be located along any two (2) of the boundary lines of each Residential Lot.

2.9 Subdivision of Lots. No Residential Lot shall be subdivided or its boundary lines changed, nor shall application for same be made to Chesterfield County, except with the prior written consent of the Developer. However, the Developer hereby expressly reserves the right to replat any Residential Lot(s) owned by it and shown on the plat of any subdivision within the Properties in order to create a modified building Lot or Lots, and to take such other steps as are reasonably necessary to make such replatted Lot(s) suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, roads, bike trails, bridges, parks, recreational and community facilities, and other amenities to conform to the new boundaries of said replatted Lot(s), provided that no Lot originally shown on a recorded plat is reduced to a size more than ten (10%) per cent smaller than the smallest Lot shown on the first plat of the

subdivision section recorded in the public records. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of these Covenants.

PART III  
ADDITIONAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

3.1. Maintenance of Open Space Areas. It is the intent of the Developer to maintain and enhance (or to convey subject to open space restrictions to the Association) certain Open Space Areas. The Developer reserves the right to review and modify the Master Plan at its sole option from time to time based upon its continuing research and design program, and such modifications may change the boundaries of certain Open Space Areas designated as such upon the Master Plan. The Developer further reserves the right to transfer, sell, convey, give, donate, or lease to the Association or to any other third party any Open Space Area.

3.2. Easements. An easement in Open Space Areas is hereby granted to the Owners of Properties in Stoney Glen South, tenants of such Properties, and their guests, which easement shall entitle such Owners, tenants, and their guests, to enjoy the Open Space Areas subject to the rules and regulations established by the Developer. The granting of such easement in no way grants to the public or to the owner of any land outside the Properties in Stoney Glen South the right to enter any Open Space Area without the prior written permission of the Developer.

3.3. Improvements. The Developer hereby reserves the right to enter upon any Open Space Area for the purpose of constructing, landscaping, maintaining, and operating any community facilities, including, but not limited to, parks, playgrounds, gazebos, picnic shelters, picnic tables, walking trails, bike trails, and, subject to limitations imposed by governmental authorities, scenic roadsides and neighborhood entrance areas. The Developer further reserves the right to authorize the construction, landscaping, maintenance, or operation of such facilities within Open Space Areas by the Association or any other third party.

3.4. Trash and Garbage. No trash, garbage, sewage, sawdust, or any unsightly or offensive material shall be placed upon any Open Space Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as an Open Space Area.

3.5. Reservation of Easement. The Developer hereby reserves every reasonable use and enjoyment of said Open Space Areas, in a manner not inconsistent with the provisions of this Declaration.

3.6. Conveyance of Open Space Area. The Developer hereby reserves the right to convey Open Space Areas to the Association. Such conveyance shall be made subject to the provisions of this Part III, all other restrictions and limitations of record, and any other restrictions or limitations which the Developer, in its sole and uncontrolled discretion, shall elect to impose. As an appurtenance to such conveyances, the Association shall have all of the powers, immunities and privileges reserved unto the Developer in this Part III as well as all of the Developer's obligations with respect thereto, provided, however, that so long as the Developer is the Owner of Property subject to the provisions of this Declaration, the Developer, in addition to and jointly with the Association, shall retain all rights of easement and entry granted for the purpose of correcting, repairing, enhancing, improving, cleaning, preserving, clearing out, removing, or taking any action to prevent a violation of these Covenants. Property conveyed to the Association pursuant to the authority of this paragraph 3.6 shall

become "Common Properties", as prescribed by the Declaration of Covenants and Restrictions of the Stoney Glen South Association, a Virginia Corporation ("Declaration"), which is being recorded in the Clerk's Office contemporaneously herewith.

#### PART IV

#### ADDITIONS, LIMITATIONS; DURATION AND VIOLATION OF COVENANTS

##### 4.1. Term.

(a) All Covenants set forth in this Declaration and any amendments thereto shall run with the land and shall be binding on all parties and persons claiming under them, specifically including, but not limited to, the successors and assigns, if any, of the Developer for a period of thirty (30) years from the date of this Declaration. Upon the expiration of said thirty- (30) year period all said covenants shall be automatically extended for successive periods of ten (10) years. The number of ten (10) year extension periods hereunder shall be unlimited, provided, however, that there shall be no extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year extension period, fifty-one (51%) percent or more of the total votes (as determined in subparagraph 4.1 (c) hereinafter) entitled to be cast by all Owners of all Properties subject to the provisions of this Declaration vote in favor of terminating this Declaration at the end of its then current term at a Duly Called Meeting (as hereinafter defined) of the Owners of the Properties. The presence at said meeting of Owners or ballots entitled to cast sixty (60) percent of the total vote of all the Owners of all the Properties shall constitute a quorum. In the event that the Owners of the Properties vote to terminate this Declaration, the Developer shall execute a certificate which shall set forth the Resolution of Termination adopted by the Owners, the date of the meeting of the Owners at which such Resolution was adopted, the date that notice of such meeting was given, the total number of votes of all Owners of all the Properties, the total number of votes required to constitute a quorum at said meeting, the total number of votes necessary to adopt a Resolution terminating this Declaration, the total number of votes cast in favor of such Resolution, and the total number of votes cast against such Resolution. Such certificate shall be recorded in the Clerk's Office and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

(b) A "Duly Called Meeting" shall mean and refer to any open meeting of the Owners of the Properties (or a portion of said Owners) called by the Developer for said purposes, subject to the giving of proper notice and the quorum requirements established in subparagraph 4.1 (a) and in paragraph 4.2 herein. "Proper notice" shall be deemed to be given when delivered personally or sent by mail to each such Owner not less than thirty (30) days in advance of said meeting. There shall be sent with such notice a statement of certain motions to be introduced for vote of the Owners and a ballot on which each Owner may vote for or against each motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements for said meeting, provided, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

(c) The votes to which each Owner of Property subject to this Declaration shall be entitled shall be determined as follows:

(i) The Owner of any Property which is also subject to the provisions of the Joint



Declaration shall be entitled to as many votes as equals the total number of votes to which he is entitled as a Type "A" Member of the Association as defined and determined in said Declaration.

(ii) The Owner of any Property which is not subject to said Declaration shall be entitled to as many votes as equals the total number of votes to which he would be entitled as a Type "A" Member of the Association if his Property were to be subjected to said Declaration.

4.2. Amendment. All proposed amendments to this Declaration shall be submitted to a vote of the Owners of Properties substantially affected by a change in Covenants at a Duly Called Meeting of said Owners. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those Properties shown on (a) the plats showing the Properties to be modified in permitted use by the change, and (b) the plats which subdivided the Property immediately abutting the Property shown on plats identified in recorded in the Clerk's Office. Any such amendment shall be deemed approved if two-thirds (2/3) of the votes (as determined in subparagraph 4.1 (c) herein above) cast at such meeting vote in favor of such amendment. The presence at said meeting of Owners or ballots entitled to cast sixty (60%) percent of the total vote of all the Owners of Property substantially affected by a change in Covenants shall constitute a quorum. If the required quorum is not present at said meeting, the Developer may, in its sole and uncontrolled discretion, call another meeting or meetings subject to the giving of proper notice, and the required quorum at such subsequent meeting or meetings shall be one-half (1/2) of the required quorum at the preceding meeting. If any proposed amendment to this Declaration is approved by the Owners as set forth above, the Developer shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Owners at which such amendment was adopted), the date of the meeting of the Owners at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Owners of Properties substantially affected by such amendment, the total number of votes required to constitute a quorum at a meeting of said owners, the total number of votes of said Owners present at said meeting, the total number of votes necessary to adopt such amendment, the total number of votes cast in favor of such amendment, and the total number of votes cast against such amendment. Such Addendum shall be recorded in the Clerk's Office.

4.3. Additional Covenants. The Developer hereby reserves the right to add additional restrictive covenants in respect to lands within the Properties to be conveyed in the future by the Developer to the Association or to any other third party, or to limit therein the application of these Covenants. The right to add additional restrictions or to limit the application of these Covenants shall be reasonably exercised.

4.4 Additions.

(a) The Developer hereby reserves the right to bring within the plan and operation of this Declaration any other property acquired by the Developer, which is adjacent to or near the Properties. Such property may be subjected to this Declaration as one parcel or as several smaller parcels simultaneously or at different times. The additions authorized herein shall be made by recording a Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions with respect to the additional property, which shall extend the operation and effect of the Covenants to such additional property. Such Supplementary Declaration may contain such complementary additions and/or modifications of the Covenants as may be necessary or convenient, in the determination of the Developer, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration, but such modifications shall have no effect upon the Property described in Exhibit "A" or upon any other prior additions to the Properties.

(b) Upon the prior written approval of the Developer, the owner of any property who desires to bring such property within the plan and operation of this Declaration and to subject it to the jurisdiction of

the Developer shall record a Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions with respect to the additional property which shall extend the operation and effect of the Covenants to such additional property. Such Supplementary Declaration may contain such complementary additions and/or modifications as may be necessary or convenient, in the determination of the Developer, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration, but such modifications shall have no effect upon the Properties described in Exhibit "A" or upon any other additions to the Properties.

4.5. Enforcement. In the event of a violation or breach of any of the Covenants by any Owner, tenant of such Owner, or agent of such Owner, the Owners of Properties in the neighborhood or in Stoney Glen South, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Developer and/or the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event.

4.6. Other Remedies. In addition to the foregoing, the Developer shall have the right, whenever there shall have been placed or constructed on any Property in Stoney Glen South any building, structure, object, material, or condition which is in violation of these restrictions, to enter upon such Property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the Owner, tenant, or agent of the Owner; provided, however, that if the Developer in its reasonable discretion determines that immediate corrective action is required, and such action is not performed immediately by the owner, tenant, or agent of the Owner, the Developer or its agent shall have the right to enter immediately and summarily abate or remove such violation at the expense of the Owner. Any such entry and abatement or removal shall not be deemed a trespass.

4.7. No Trespass. Whenever the Developer or its agent is permitted by this Declaration to correct, repair, enhance, improve, clean, preserve, clear out, remove, or take any action on any Property or on the easement areas adjacent thereto, entering the Property and taking such action shall not be deemed a trespass.

4.8. No Waiver. The failure to enforce any Covenant, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

4.9. Costs; Lien.

(a) Costs. Whenever the Developer is permitted by this Declaration to correct, repair, enhance, improve, clean, preserve, clear out, remove, or take any action on any Property or on the easement areas adjacent thereto and entitled to have such cost paid by the Owner of the Property on or adjacent to which such corrective action is performed, the cost together with interest thereon at the maximum annual rate permitted by law from the due date and costs of collection therefor including a reasonable attorney's fee, shall be a charge and continuing lien on the real Property and improvements thereon against which such cost is charged, in the hands of the then Owner, his heirs, devisees, personal representatives, tenants, and assigns, and in addition shall also be the personal obligation of the Owner of such real Property at the time when such cost becomes due and payable. The cost of corrective action shall be billed at the completion of such corrective action, and all bills shall be due and payable thirty (30) days from the date of mailing of same.

(b) Judgement. If the cost of corrective action billed to an Owner is not paid within thirty (30) days after the due date, the Developer may bring an action at law against the Owner personally to recover such costs, plus the costs of preparing the filing of the complaint in such action and a reasonable attorney's

fee; in the event a judgement is obtained, such judgement shall include interest on the cost as above provided and a reasonable attorney's fee together with the costs of the action.

(c) Subordination of Lien. The lien provided for herein shall be subordinate to the lien of any first deed of trust now or hereafter placed upon any Property subject to these Covenants. In the event a creditor (other than the Developer or the creditor of the Developer) acquires title to any Property pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, said creditor shall be subject to such lien placed upon such Property during the time in which the creditor holds title to such Property.

#### 4.10 Assignment of Rights.

(a) The Developer hereby reserves the right to assign in whole or in part to the Association its rights under these Covenants to grant consents and approvals or make determinations (or to withhold such consents or disapprovals), to establish rules and regulations, to administer and enforce the provisions of this Declaration, and all other rights reserved herein by the Developer. The assignment of such rights shall be subject to any conditions, limitations, or restrictions which the Developer, in its sole and uncontrolled discretion, may elect to impose at the time of assignment. Following the assignment of such rights, the Association shall assume all of the Developer's obligations which are incident thereto (if any), and the Developer shall have no further obligation or liability with respect thereto. The assignment of such right or rights by the Developer to the Association shall be made by written instrument which shall be recorded in the Clerk's Office.

(b) Notwithstanding anything in the foregoing to the contrary, so long as the Developer is the Owner of Property subject to the Provisions of this Declaration, the Developer, in addition to and jointly with the Association, shall retain all rights of easement reserved unto it in this Declaration, and shall. Furthermore, retain all rights of entry granted in this Declaration for the purposes of correcting, repairing, enhancing, improving, cleaning, preserving, clearing out, removing, or taking any action to prevent a violation of these Covenants.

4.11 Appointment of Agent. The Developer hereby reserves the right to appoint the Association its agent for the purpose of administering and enforcing, in whole or in part, these Covenants and exercising the Developer's rights hereunder. Such appointment may be temporary or permanent, and shall be subject to any conditions, limitations, or restrictions which the Developer, in its sole and uncontrolled discretion, may elect to impose. Upon any such appointment of the Association as agent by the Developer, the Association shall assume any obligations which are incident thereto.

4.12 Declaration. The Declaration is being recorded contemporaneously herewith in the Clerk's Office. Properties described in Exhibit "A" and Owners of Properties described in Exhibit "A" shall also be subject to the provisions of the Declaration. Additional Properties brought within the plan and operation of this Declaration pursuant to paragraph 4.4 hereinabove, and Owners of such additional Properties may become subject to the provisions of the Declaration, pursuant to the rules and regulations stipulated in Article II of the Declaration.

4.13 Conformance With Zoning and Master Plan. Notwithstanding anything contained herein to the contrary, all the provisions of these Covenants shall be subject to and conform with the provisions of (i) the Zoning Ordinance of the County of Chesterfield, Virginia, and the rules and regulations promulgated thereunder, as may from time to time hereafter be amended or modified, and (ii) the Master Plan for the development of Stoney Glen South as approved by the Board of Supervisors of the County of Chesterfield, Virginia, as may from time to time hereafter be amended or modified.

4.14 No Liability. The Developer shall not be liable to any Owner or to any other person on account of any claim, liability, damage, or expense suffered, incurred by, or threatened against any Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents, required approvals or determinations which must be obtained from the Developer or from the County of Chesterfield, Virginia, whether given, granted, or withheld.

4.15 Consents. Whenever any consent, approval or the right to make any determination is required of or reserved for the Developer pursuant to this Declaration, unless expressly stated to the contrary, such consent, approval or determination may be given, withheld or made by the Developer upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Developer shall seem sufficient. In the event a written request for any such consent, approval or determination (accompanied, where appropriate, by all documents required to be delivered to the Developer in connection therewith) is neither granted nor denied within thirty (30) days following the date of receipt by the Developer of the request, the Developer shall be deemed to have waived the requirement for its consent or approval or waived its right to make a determination.

4.16 No Obligation. The provisions of paragraphs 1.6, 1.10, 2.4(b), 3.3, 3.6 and 4.9 of this Declaration shall not be construed to create any obligation on the part of the Developer to take any action in connection with the matters set forth in such paragraphs.

4.17 Severability. Should any covenant herein contained, or any article, section, subsection, sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof, which are hereby to be severable and which shall remain in full force and effect.

Dated this 9<sup>TH</sup> day of May, 2001.

The Reed's Landing Corporation  
A Virginia Corporation

By Eugene C. Autry (SEAL)  
Executive Vice President


STATE OF VIRGINIA

County of Chesterfield to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Eugene C. Autry, whose name as Exec. Vice President of THE REED'S LANDING CORPORATION, is signed to the foregoing document bearing date of 5/9/01, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 9th day of May, 2001.

My Commission expires: 1/31/03

  
Notary Public

## EXHIBIT A

All that certain lot, piece or parcel of land situated in the County of Chesterfield, Virginia, and more particularly described as follows:

259.7 +/- Acres:

BEGINNING at a PK nail located in the centerline of State Route 625, Brander's Bridge Road, thence S 67 degrees 00' 18" E, a distance of 1987.04 feet to an iron rod, thence S 88 degrees 20' 54" E, a distance of 1200.00 feet to an iron rod marking the southeastern corner of Lot 66, Section One, Hampstead Place Subdivision and also on the western line of N/F Adams, thence S 01 degrees 30' 53" E, a distance of 506.95 feet, thence S 01 degrees 55' 43" E, a distance of 2054.27 feet, along the iron rods marking the western line of Cedar Cliff Section Two, Twin Cedars and Hill Spring Subdivisions to an iron rod in the centerline of a stream, thence southeastwardly along the centerline of the stream, and further defined by a tie line of S 60 degrees 17' 11" E, a distance of 1165.58 feet to an iron pipe in the centerline of the stream marking the northwestern corner of N/F J.J. Hotz, S 79 degrees 08' 33" W, a distance of 3270.76 feet to a PK nail located in the centerline of State Route 625, Brander's Bridge Road, thence along the centerline of the aforementioned road N 29 degrees 06' 14" W, a distance of 444.67 feet to a point of curve having a chord bearing of N 30 degrees 21' 49" W, a length of 147.10 feet, and a radius of 3345.53 feet, thence N 31 degrees 37' 23" W, a distance of 200.70 feet to a point of curve having a chord bearing of N 25 degrees 29' 36" W, a length of 286.53 feet, and a radius of 1339.11 feet, thence N 19 degrees 21' 48" W, a distance of 213.18 feet to a point of curve having a chord bearing of N 12 degrees 37' 45" W, a length of 299.37 feet, and a radius of 1273.57 feet, thence N 05 degrees 53' 42" W, a distance of 426.89 feet to a point of curve having a chord bearing of N 02 degrees 20' 26" W, a length of 129.53 feet, and a radius of 1043.89 feet, thence N 01 degrees 12' 53" E, a distance of 196.98 feet to a point of curve having a chord bearing of N 05 degrees 17' 42" W, a length of 199.13 feet, and a radius of 876.44 feet, thence N 11 degrees 48' 12" W, a distance of 112.59 feet to a point of curve having a chord bearing of N 01 degrees 48' 42" W, a length of 292.82 feet, and a radius of 839.57 feet, thence N 08 degrees 10' 47" E, a distance of 173.72 feet to a point of curve having a chord bearing of N 20 degrees 24' 56" W, a length of 412.01 feet, and a radius of 412.77 feet, thence N 49 degrees 00' 36" W, a distance of 109.20 feet to a point of curve having a chord bearing of N 25 degrees 17' 21" W, a length of 171.16 feet, and a radius of 206.71 feet, thence N 01 degrees 34' 03" W, a distance of 246.16 feet to a point of curve having a chord bearing of N 05 degrees 09' 19" E, a length of 124.78 feet, and a radius of 531.73 feet, thence N 11 degrees 52' 42" E, a distance of 100.76 feet to a point of curve having a chord bearing of N 08 degrees 23' 07" E, a length of 89.56 feet, and a radius of 734.46 feet, thence N 04 degrees 53' 29" E, a distance of 237.29 feet to a point of curve having a chord bearing of N 09 degrees 32' 41" E, a length of 98.18 feet, a radius of 604.46 feet, thence N 14 degrees 11' 53" E, a distance of 126.55 feet to the Point of Beginning.

BEING the same property conveyed to The Reeds Landing Corporation, a Virginia corporation, The Thomas Company, LLC, a Virginia corporation, dated August 8, 2000, recorded August 10, 2000, recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Deed Book 3883, page 429. See also Deed of Correction recorded August 11, 2000, in Deed Book 3884, page 336.

BROWSE KEY:

STREET:

SB

TYPE:

SC

DIR:

HOUSE NUMBER:

B

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PARCEL ID/ ACCOUNT NUMBER	EXTENDED LEGAL DESCRIPTION/ PROPERTY ADDRESS/ OWNER NAME	STATUS	TOT ASSESSMT
STONEY GLEN SOUTH 786642203700000 137156001	1 BEACHMERE CT REEDS LANDING CORPORATION	05106 ACTIVE	033 0
STONEY GLEN SOUTH 786642222500000 137156001	1 BEACHMERE CT REEDS LANDING CORPORATION	05100 ACTIVE	034 0
STONEY GLEN SOUTH 786642141600000 137156001	1 BEACHMERE CT REEDS LANDING CORPORATION	05107 ACTIVE	035 0
STONEY GLEN SOUTH 786642032000000 137156001	1 BEACHMERE CT REEDS LANDING CORPORATION	05113 ACTIVE	036 0
STONEY GLEN SOUTH 785642922000000 137156001	1 BEACHMERE DR REEDS LANDING CORPORATION	14319 ACTIVE	037 0
STONEY GLEN SOUTH 785642960600000 137156001	1 BEACHMERE DR REEDS LANDING CORPORATION	14331 ACTIVE	038 0
STONEY GLEN SOUTH 785641959400000 137156001	1 BEACHMERE DR REEDS LANDING CORPORATION	14337 ACTIVE	039 0
STONEY GLEN SOUTH 786641269200000 137156001	1 DAMPIER DR REEDS LANDING CORPORATION	14401 ACTIVE	040 0
STONEY GLEN SOUTH 786641298000000 137156001	1 DAMPIER DR REEDS LANDING CORPORATION	14407 ACTIVE	041 0
STONEY GLEN SOUTH 786641307000000 137156001	1 DAMPIER DR REEDS LANDING CORPORATION	14413 ACTIVE	042 0
STONEY GLEN SOUTH 786641326000000 137156001	1 DAMPIER DR REEDS LANDING CORPORATION	14419 ACTIVE	043 0
STONEY RIDGE 727684760700000 200187001	STONEY RIDGE RD JOHNSON SIGRID S	03617 ACTIVE	000001 123,800

I => INQUIRE

R => RESTART

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PARCEL ID/ ACCOUNT NUMBER	EXTENDED LEGAL DESCRIPTION/ PROPERTY ADDRESS/ OWNER NAME	STATUS	TOT ASSESSM
STONEY GLEN SOUTH 786643400200000 137156001	1 BEACHMERE DR 14213 REEDS LANDING CORPORATION	ACTIVE	025 0
STONEY GLEN SOUTH 786642359400000 137156001	1 BEACHMERE DR 14219 REEDS LANDING CORPORATION	ACTIVE	026 0
STONEY GLEN SOUTH 786642308600000 137156001	1 BEACHMERE DR 14225 REEDS LANDING CORPORATION	ACTIVE	027 0
STONEY GLEN SOUTH 786642237800000 137156001	1 BEACHMERE DR 14231 REEDS LANDING CORPORATION	ACTIVE	028 0
STONEY GLEN SOUTH 786643619200000 137156001	1 BEACHMERE DR 14100 REEDS LANDING CORPORATION	ACTIVE	017 0
STONEY GLEN SOUTH 786643828400000 137156001	1 BEACHMERE DR 14101 REEDS LANDING CORPORATION	ACTIVE	018 0
STONEY GLEN SOUTH 786643846400000 137156001	1 BEACHMERE DR 14107 REEDS LANDING CORPORATION	ACTIVE	019 0
STONEY GLEN SOUTH 786643765200000 137156001	1 BEACHMERE DR 14113 REEDS LANDING CORPORATION	ACTIVE	020 0
STONEY GLEN SOUTH 786643704300000 137156001	1 BEACHMERE DR 14119 REEDS LANDING CORPORATION	ACTIVE	021 0
STONEY GLEN SOUTH 786643633300000 137156001	1 BEACHMERE DR 14125 REEDS LANDING CORPORATION	ACTIVE	022 0
STONEY GLEN SOUTH 786643521900000 137156001	1 BEACHMERE DR 14201 REEDS LANDING CORPORATION	ACTIVE	023 0
STONEY GLEN SOUTH 786643461000000 137156001	1 BEACHMERE DR 14207 REEDS LANDING CORPORATION	ACTIVE	024 0
STONEY GLEN SOUTH 786642186900000 137156001	1 BEACHMERE DR 14237 REEDS LANDING CORPORATION	ACTIVE	029 0
STONEY GLEN SOUTH 786642116000000 137156001	1 BEACHMERE DR 14243 REEDS LANDING CORPORATION	ACTIVE	030 0
STONEY GLEN SOUTH 785642974600000 137156001	1 BEACHMERE DR 14301 REEDS LANDING CORPORATION	ACTIVE	031 0
STONEY GLEN SOUTH 786642094200000 137156001	1 BEACHMERE CT 05112 REEDS LANDING CORPORATION	ACTIVE	032 0

I => INQUIRE

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PARCEL ID/ ACCOUNT NUMBER	EXTENDED LEGAL DESCRIPTION/ PROPERTY ADDRESS/ OWNER NAME	STATUS	TOT ASSESSMT
STONEY GLEN SOUTH 785642734900000 137156001	1 BEACHMERE DR 14306 REEDS LANDING CORPORATION	ACTIVE	005 0
STONEY GLEN SOUTH 785642835900000 137156001	1 BEACHMERE DR 14300 REEDS LANDING CORPORATION	ACTIVE	006 0
STONEY GLEN SOUTH 785642987900000 137156001	1 BEACHMERE DR 14242 REEDS LANDING CORPORATION	ACTIVE	007 0
STONEY GLEN SOUTH 786642079100000 137156001	1 BEACHMERE DR 14230 REEDS LANDING CORPORATION	ACTIVE	008 0
STONEY GLEN SOUTH 785642710700000 137156001	1 BEACHMERE DR 14330 REEDS LANDING CORPORATION	ACTIVE	001 0
STONEY GLEN SOUTH 785642711600000 137156001	1 BEACHMERE DR 14324 REEDS LANDING CORPORATION	ACTIVE	002 0
STONEY GLEN SOUTH 785642702600000 137156001	1 BEACHMERE DR 14318 REEDS LANDING CORPORATION	ACTIVE	003 0
STONEY GLEN SOUTH 785642713700000 137156001	1 BEACHMERE DR 14312 REEDS LANDING CORPORATION	ACTIVE	004 0
STONEY GLEN SOUTH 786643120200000 137156001	1 BEACHMERE DR 14224 REEDS LANDING CORPORATION	ACTIVE	009 0
STONEY GLEN SOUTH 786643180900000 137156001	1 BEACHMERE DR 14218 REEDS LANDING CORPORATION	ACTIVE	010 0
STONEY GLEN SOUTH 786643272000000 137156001	1 BEACHMERE DR 14212 REEDS LANDING CORPORATION	ACTIVE	011 0
STONEY GLEN SOUTH 786643373100000 137156001	1 BEACHMERE DR 14200 REEDS LANDING CORPORATION	ACTIVE	012 0
STONEY GLEN SOUTH 786643424400000 137156001	1 BEACHMERE DR 14124 REEDS LANDING CORPORATION	ACTIVE	013 0
STONEY GLEN SOUTH 786643465300000 137156001	1 BEACHMERE DR 14118 REEDS LANDING CORPORATION	ACTIVE	014 0
STONEY GLEN SOUTH 786643496300000 137156001	1 BEACHMERE DR 14112 REEDS LANDING CORPORATION	ACTIVE	015 0
STONEY GLEN SOUTH 786643487800000 137156001	1 BEACHMERE DR 14106 REEDS LANDING CORPORATION	ACTIVE	016 0

I => INQUIRE

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VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 15 DAY OF MAY 2001, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE.....ADMITTED TO RECORD AT 10:29 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$3.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK