

Document Prepared By:

\_\_\_\_\_  
Tax Parcel Numbers: Part of 043 55A & 044 1D

\_\_\_\_\_  
(MFM Parcel)

**The PRESERVE at HUGUENOT SPRINGS**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this “Declaration”) is made as of \_\_\_\_\_ by **POWHATAN COUNTRY PROPERTIES, LLC.**, a Virginia limited liability company, (for index purposes “Grantor”) sometimes referred to herein as “Declarant”, and **MARY G. TAYLOR**, (for index purposes “Grantor”), who may act with respect to certain real estate on Huguenot Springs Road, Powhatan, Virginia located in Powhatan County, Virginia containing approximately 123 acres +/- (Part of Tax Parcels 043 55A & 044 1D) which is herein referred to as the “Property” and which is more particularly described on **Plats Recorded in Circuit Court Clerk’s Office, Powhatan, VA in Plat Cabinet \_\_\_\_\_ Slide \_\_\_\_\_ & Plat Cabinet \_\_\_\_\_ Slide \_\_\_\_\_** and is further made for the benefit of the **COUNTY OF POWHATAN** (the “County”, indexed as grantee) and the **MIDLOTHIAN FRIENDS MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS** (“MFM”, indexed as grantee) for the limited purposes stated herein.

**RECITALS:**

A. Declarant and Mary G. Taylor are the fee simple owners of the property more particularly described on Exhibit A to this Declaration and as shown on subdivision plats entitled, *The Preserve at Huguenot Springs*, Section A, Huguenot District, Powhatan County, Virginia” prepared by Woodrow K. Cofer, Inc. Certified Land Surveyor, dated April 10, 2007, and *The Preserve at Huguenot Springs*, Section B, Huguenot District, Powhatan County, Virginia” prepared by Woodrow K. Cofer, Inc. Certified Land Surveyor, dated April 10, 2007, (collectively referred to as the “Plat”), and to be recorded contemporaneously herewith in the Clerk’s Office of the Circuit Court of Powhatan County Virginia (the “Clerk’s Office”).

B. Mary G. Taylor is the fee simple owner of the property more particularly shown as Section A (Lot 6) on the Plat.

C. Declarant and Mary G. Taylor desire to subject the Property (Sections A & B) held by them as so subdivided by the Plat to the covenants, conditions and restrictions as hereinafter set forth to burden the Property held by it and for the benefit of the Property held by it and for the benefit of each Lot Owner and their successors and assigns, the County of Powhatan, and MFM for so long as it owns the MFM Parcel.

D. Declarant desires to create certain rights in favor of MFM for so long as it owns the MFM Parcel to allow MFM to enforce some of the restrictions created by this Declaration, which rights are further described herein.

E. The Declarant desires to be able to annex additional contiguous real property to the Property at any time.

NOW THEREFORE in order to accomplish the above stated purposes the Declarant adopts these covenants, conditions and restrictions as covenants and restrictions against the Property.

## **ARTICLE I**

### **DECLARATION and DEFINITIONS**

#### **A. DECLARATION**

1. The Declarant and Mary G. Taylor do hereby declare and make known that the Property (Sections A & B) held by them is and shall be held, transferred, sold, conveyed, occupied and used subject to (i) the covenants, conditions, easements, rights of way and restrictions set forth in this Declaration, including the restrictions applicable to the Preserve Area, and (ii) the matters set forth on the Plat. To the extent not revoked, modified or amended pursuant to the terms of this Declaration (which revocation, modification or amendment hereto shall only be made with the written consent of MFM for so long as it owns the MFM Parcel and shall be recorded thereafter in the Clerk's Office of the Circuit Court of Powhatan County, provided however, that the rights of MFM do not apply to Article IV below), the covenants,

conditions, easements, rights of way and restrictions created by this Declaration shall run with the Property and shall be binding upon each Lot Owner, the County of Powhatan, MFM for so long as it owns the MFM Parcel., and all persons, firms and corporations claiming under them until they shall terminate as stated herein. These Covenants, Conditions and Restrictions shall be binding upon all parties hereto, and all beneficiaries hereof, and their successors and assigns.

B. DEFINITIONS

The following definitions shall apply in this Declaration:

1. “Articles of Incorporation” shall mean the Articles of Incorporation of the Association, as they may be amended from time to time.
2. “Association” shall mean and refer to The *Preserve at Huguenot Springs* homeowners association as may be established in connection with the Property.
3. “By-Laws” shall mean the By-Laws of the Association, as they may be amended from time to time.
4. “Clerk’s Office” shall mean the Clerk’s Office, Circuit Court of Powhatan County, Virginia.
5. “Committee” shall mean and refer to the Architectural Review Committee as may be established in connection with the Property.
6. “Common Area” shall mean all the real property, together with improvements including roads, gates, fences and other facilities thereon, appurtenances thereunto belonging and easements, interests and rights thereto, owned or leased by or under the control of the Association for the common use and enjoyment of the members of the Association.
7. “Conservation Easement” shall have the meaning ascribed to that term in Article II.C.1.
8. “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of the Association recorded in the Clerk’s Office.

9. “Lot” shall mean and refer to any parcel of land in the Subdivision owned by a Lot Owner, but shall not include the Preserve Area.

10. “Lot Owner” shall mean and refer to the record owner whether one or more persons or entities of the fee simple title to any Lot, including contract Sellers, but excluding those holding such interest merely as security for the performance of an obligation.

11. “MFM Parcel” shall mean the parcel of land owned by MFM that is adjacent to the Property and is identified on the Powhatan County Tax Records as Tax Parcel 044 1F.

12. “Open Space Land Act” shall have the meaning ascribed to that term in Article II.C.1.

13. “Plat” shall refer collectively to the plats entitled *The Preserve at Huguenot Springs, Section A, Huguenot District, Powhatan County, Virginia*” prepared by Woodrow K. Cofer, Inc. Certified Land Surveyor, dated April 10, 2007, and *The Preserve at Huguenot Springs, Section B, Huguenot District, Powhatan County, Virginia*” prepared by Woodrow K. Cofer, Inc. Certified Land Surveyor, dated April 10, 2007, recorded in the Clerk’s Office in Plat Cabinet \_\_\_\_\_ slide \_\_\_\_\_

14. “Preserve Area” shall mean the portion of the Property identified as such on the Plat.

15. “Property” shall mean approximately 123 acres +/- (Part of Tax Parcels 043 55A & 044 1D) which is more particularly described on the aforesaid Plat and such additional contiguous real estate which the Declarant may annex and add to the Subdivision.

16. “Road Area” shall mean the portion of the Common Area used as roadway and related facilities as set forth on the Plat.

17. “Subdivision” shall mean and refer to all that certain real property consisting of the Property including 23 Lots and related roads and facilities, as shown on the Plat and such other land as the Declarant may annex and add thereto.

18. “Taylor Lot” shall mean the Lot identified as Lot 6 on the Plat and which Lot is owned by Mary Taylor as of the date that this Declaration is recorded in the Clerk’s Office.

19. “Wetlands” shall mean the portions of the Property identified as such on the Plat.

## **ARTICLE II**

### **COMMON AREAS, PRESERVE AREA, AND ROADS**

#### **A. DEDICATION OF COMMON EASEMENTS**

The Declarant does hereby dedicate Common Easements (i.e., Common Area): the Road Area and variable width rights of way (generally fifty (50) feet wide) and utility easements as shown on the plat leading from each of the Lots to State Route 607 (Huguenot Springs Road) for the sole and exclusive benefit of Declarant, the Lot Owners, the County of Powhatan, and MFM for so long as it owns the MFM Parcel, subject to: (i) the right of Declarant, only to be exercised after obtaining the written consent of MFM for so long as it owns the MFM Parcel, to establish rules and regulations for its use and maintenance by amendment to this Declaration, (ii) the right of Declarant to construct in, maintain, use, repair and remove from the Common Area underground utility lines, pipes and wires of all types (including, but not limited to, electric, telephone, data, cable television, water, sewer, gas steam and similar services), (iii) the right of Declarant to convey to a Lot Owner an easement for a well, water line, septic field, drain lines or access road over a portion of the Common Area, (iv) the right of Declarant to convey the Common Area to the Association, (v) the right of Declarant to convey an undivided interest in the Common Area to each Lot Owner (vi) the right of Declarant to establish the Association for the benefit of Lot Owners and in which only Lot Owners may have an interest, (vii) the rights of the grantees in the Easement, including but not limited to MFM for so long as it owns the MFM Parcel, and (viii) the right of Declarant or the Association to convey any roads and rights of ways in the Common Area to a governmental body as a public roadway. The Road Area shall be used solely for access to the Lots, roads and utility purposes and to the extent not located in the areas necessary for roads and roadways for location of wells, water lines, septic and drain fields and lines, recreational facilities, utility facilities and related structures.

B. CONSTRUCTION OF ROAD

The Declarant shall construct a road within the Road Area as shown on the Plat, leading from Route 607 to serve all Lots. Such road shall be an all weather hard surface road, complete with ditches, drainage, culverts and markings built to standards to be accepted by the Virginia state road system, and bonded in favor of the county until such time road is released from bond and turned over the state.

C. CONSERVATION EASEMENT APPLICABLE TO THE PRESERVE AREA

1. The Open Space Land Act of 1966 (Chapter 17, Title 10.1, §§ 10.1-1700 to 10.1-1705 of the Code of Virginia, as amended) (the “Open Space Land Act”) declares that the preservation of open-space land serves a public purpose by promoting the health and welfare of the citizens of the Commonwealth by curbing urban sprawl and encouraging more desirable and economical development of natural resources, and authorizes the use of easements to maintain the character of open-space land. Declarant desires to limit the use of the Preserve Area so as to be consistent with the purposes and intent of the Open Space Land Act by imposing certain restrictions on the use of the Preserve Area. To that end, the Preserve Area shall be subject to the following conditions and restrictions, which conditions and restrictions are referred to herein collectively as the “Conservation Easement”:

a. No permanent or temporary building or structure shall be built, placed or maintained on the Preserve Area.

b. The Preserve Area may not be further subdivided.

c. Subject to the approval of the U.S. Army Corps of Engineers (USACE) and the Virginia Department of Environmental Quality (VADEQ), management of forestry resources within the Preserve Area, including commercial timber harvest shall conform to Best Management Practices and Streamside Management Zones as defined by the Virginia Department of Forestry. Best Management Practices, as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any material forestry activity is undertaken. Areas infested with invasive

alien species such as Pine Bark Beetle, Gypsy Moth and Sudden Oak Death Syndrome, shall be harvested upon recommendation of the Virginia Department of Forestry.

d. No hunting shall be permitted within the Preserve Area. No firearms or other weapons shall be permitted to be discharged within the Preserve Area unless such discharge is for the purpose of self-defense.

The Conservation Easement shall be an easement for the benefit of the Lot Owners, the County of Powhatan, and MFM for so long as it owns the MFM Parcel. Notwithstanding the conditions and restrictions applicable to the Conservation Easement, the Lot Owners and members and attendees of MFM for so long as it owns the MFM Parcel, and their guests shall have the right to use the Preserve Area for passive recreation activities, including, but not limited to, hiking, bird watching, and other, similar activities. Provided however, the members and attendees of MFM shall only have the right to use the eastern portion of the Preserve Area extending from Route 607 to the first stream crossing the Preserve Area west of Route 607 for the above mentioned activities. MFM agrees to hold harmless the Declarant, and the Association for any injury while on the property, and agrees to be responsible for any damage to the property.

2. The owner of the Preserve Area shall be responsible for the removal of excess brush and debris that may accumulate on the Preserve Area, particularly any debris that may accumulate as the result of storm damage, provided however, that any such removal shall be subject to the approval of USACE and VADEQ.

3. Representatives of the County and MFM, for so long as it owns the MFM Parcel, may enter the Preserve Area from time to time for purposes of inspection and enforcement of the terms of the Conservation Easement after permission from or reasonable notice to the owner of the Preserve Area. The County and MFM, for so long as it owns the MFM Parcel, shall have the right to bring an action at law or in equity to enforce the restrictions described herein, specifically including the right to require restoration of the Preserve Area to a condition of compliance with the terms of this Conservation Easement and to enjoin non-compliance by ex parte temporary or permanent injunction.

4. The Declarant, and then the Association after transfer of the Preserve Area from the Declarant to the Association, must notify the County and MFM, for so long as it owns

the MFM Parcel, in writing at least sixty (60) days prior to any transfer or sale of the Preserve Area or any part thereof. In any deed conveying any Lot, this Conservation Easement shall be referenced by Deed Book and Page Number or other appropriate reference and shall be deemed to be an easement appurtenant in favor of each owner of such Lot and an easement in gross in favor of MFM.

5. The covenants, terms, conditions and restrictions contained in the Conservation Easement shall be binding upon, and inure to the benefit of, the County, MFM, for so long as it owns the MFM Parcel, and the Lot Owners, their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The County's and MFM's rights in this Conservation Easement shall be limited to their respective rights to enforce the conditions and restrictions contained in the Conservation Easement as outlined in Article II.C.3. above, and the County and MFM shall have no other rights with regard to the Preserve Area, except as expressly stated in this Declaration. The conditions and restrictions applicable to the Preserve Area as outlined in II.C.1 above may not be amended, terminated or otherwise modified unless done so in a writing executed by each and every member of the Association (Lot Owners), MFM, for so long as it owns the MFM Parcel, and the Powhatan County Board of Supervisors.

6. The covenants, terms and conditions contained in the Conservation Easement shall inure to the benefit of MFM only for so long as MFM owns the MFM Parcel, it being understood that the rights created in favor of MFM by this Declaration are personal to the members and attendees of MFM, for so long as it owns the MFM Parcel, and do not run for the benefit of any successors or assigns of MFM, including, but not limited to, any future owners of the MFM Parcel. MFM's rights in this Conservation Easement shall be limited to its rights to enforce the conditions and restrictions contained in the Conservation Easement as outlined in Article II.C.3. above, and MFM shall have no other rights with regard to the Preserve Area, except as expressly stated in this Declaration. So long as MFM owns the MFM Parcel, the conditions and restrictions applicable to the Preserve Area may not be amended, terminated or otherwise modified unless done so in a writing executed by the Declarant, the Association, the County and MFM, it being understood that once MFM no longer owns the MFM Parcel, the Declarant, the County and the Association may amend, terminate or otherwise modify the Conservation Easement without MFM's consent provided that such amendment, termination

and/or modification is otherwise consistent with this Declaration. By executing this Declaration, MFM warrants and covenants that it consents to accept the rights granted by this Declaration with regard to the Conservation Easement and that the person signing on behalf of MFM has all power and authority necessary to act on behalf of MFM.

### **ARTICLE III**

#### **WETLANDS AND PRESERVE AREA RESTRICTIONS**

##### **A. RESTRICTIONS**

1. Powhatan Country Properties, LLC desires to impose on said property restrictions expressing Powhatan Country Properties, LLC's intent to preserve 6,147 feet of stream channel, Limits of the Designated Wetlands, 50' stream buffers, and 48.2 +/- acres of said property in protected Upland Buffers and Preserve Area, as shown on the Plat in perpetuity to remain in its natural state as described below. These restrictions are imposed by the owner freely and voluntarily, in order to assure that the aquatic impacts pursuant to USACE Permit # 06-6503/06-V0584 shall be minimal.

2. The 6,147 feet of stream channel, Limits of the Designated Wetlands, 50' stream buffers, and 48.2 +/- acres of said property in protected Upland Buffers and Preserve Area shown on the Plat shall be hereafter held, leased, transferred, and sold, subject to the following conditions and restrictions which shall run with the land and be binding on all parties and persons claiming under them in perpetuity.

3. The 6,147 feet of stream channel, Limits of the Designated Wetlands, 50' stream buffers, and 48.2 +/- acres of said property in protected Upland Buffers and Preserve Area shall be preserved in its natural state by prohibiting the following activities;

(a) Destruction or alteration of the 6,147 feet of stream channel, Limits of the Designated Wetlands, 50' stream buffers, and 48.2 +/- acres of said property in protected Upland Buffers and Preserve Area shown on the Plat, other than those alterations authorized by the Norfolk District, U.S. Army Corps of Engineers (USACE) and/or the Virginia Department of Environmental Quality (VADEQ) under Permits Numbers 06-6503/06-V0584.

(b) Construction, maintenance or placement of any structures or fills including but not limited to buildings, mobile homes, fences, signs other than those which currently exist. *However, boardwalks, wildlife management structures, observation decks, one informative sign, and unpaved foot trails may be placed within preservation area provided that any such structure permits the natural movement of water and preserves the natural contour of the ground and subject to prior written approval by the USACE and/or VADEQ;*

(c) Ditching, draining, diking, damming, filling, excavating, grading, plowing, flooding/ponding, mining, drilling, placing of trash and yard debris or removing/adding topsoil, sand, or other materials (except as may be necessary on a case-by-case basis with prior written approval by USACE and/or VADEQ);

(d) Cultivating, harvesting, cutting, logging, planting, and pruning of trees and plants, or using fertilizers and spraying with biocides (except as may be necessary on a case-by-case basis with prior approval by USACE and/or VADEQ);

Provided however, these covenants and restrictions shall not restrict the construction, installation, use, maintenance and repair of a roadway, utilities and driveways as currently exists or as may be constructed or installed in the future within the Road Area and utility easements and the “50’ Access & Utility Easement” as shown on the subdivision plat of The Preserve @ Huguenot Springs, nor the use, maintenance and repair of the “20’ Drainage Easement” shown thereon as may be approved by the USACE and VADEQ.

B. Amendments

The restrictions contained herein shall not hereafter be altered in any respect without the express written approval and consent of the Owner or its successor in interest and the USACE and VADEQ. The Owner or its successor may apply to the USACE and VADEQ for vacation or modification of this declaration; however, after recording, these restrictions may only be amended or vacated by a recorded document signed by the USACE and VADEQ and the Owner or its successor in interest.

C. Compliance Inspections and Enforcement

The USACE, VADEQ, and its authorized agents shall have the right to enter and go upon the Property to inspect the Property and take actions necessary to verify compliance

with these restrictions. The restrictions herein shall be enforceable by any proceeding at law or in equity or administrative proceeding by the USACE or VADEQ, or any owner of a lot within The Preserve @ Huguenot Springs. Failure by any agency or owner to enforce any restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

## **ARTICLE IV**

### **HOMEOWNER'S ASSOCIATION**

#### **A. CREATION OF THE ASSOCIATION**

On or before the sale of the last lot by Declarant to a Lot Owner (other than Declarant), the Declarant shall cause the Association to be created. The Association shall adopt such provisions in its Articles of Incorporation and By Laws as are not inconsistent with the provisions of this Declaration.

1. Membership in the Association. Every Lot Owner in the Subdivision shall be a voting member of the Association (a "Member") and shall have those rights and be subject to those obligations set forth in the Articles of Incorporation, the By-Laws and the Declaration.

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any such Lot. Voting rights for members shall be as set forth in the Articles of Incorporation and/or the By-Laws.

2. Management. The Association and use of the Common Area and the Preserve Area shall be managed by the Board of Directors and shall be governed by the By-Laws, the Declaration, the Articles of Incorporation and Rules and Regulations adopted by the Association, and Powhatan County.

3. Use and Enjoyment. Each Member, his or her immediate family, their guests and invitees, tenants and permittees, shall be entitled to the use and enjoyment of the facilities thereon. Each Lot Owner shall be responsible for any damage to the Common Area and the Preserve Area caused by such Lot Owner or his or her guests, invitees, agents, contractors,

and visitors, including, but not limited to, damage to any roads. Special more restrictive Rules and Regulations regarding use of any Common Area and facilities (other than any roads) and the Preserve Area may be adopted by the Board of Directors at any meeting.

4. Maintenance of the Preserve Area and Common Area and Facilities. The Association shall maintain and operate the following:

(a) The Association shall maintain the Preserve Area and all Common Area and improvements thereon, including roads exclusive, however, of any private easements and driveways.

(b) The Association shall be authorized to determine when such road maintenance should be performed and to contract with an appropriate contractor to perform said work.

(c) The Association shall construct, operate and maintain such recreational facilities as it deems fit and proper and make such extra charges as it deems proper for the use of these recreational facilities.

(d) The Association shall further be in charge of the general policing and control of the entire Common Area and the Preserve Area, and shall have authority to adopt and enforce any reasonable regulations for control of the Common Area and the Preserve Area, for the recovery of damages to any of the Common Area or the Preserve Area and for the prevention of nuisances.

B. ASSESSMENTS AGAINST LOTS

1. Creation of the Lien and Personal Obligation of Assessments. Except as otherwise provided herein, each Lot Owner by acceptance of a deed therefore, 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, and (2) special assessments, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, including reasonable attorney's fees as hereinafter provided, which are attributable to a Lot Owner shall be a charge on the Lot of such Lot Owner and shall be a continuing lien upon

such Lot. Each such assessment, together with interest, costs, and reasonable attorney's fees shall be the joint and several personal obligations of the persons or entities who were the Lot Owner of such Lot at the time when the assessment was made, and such assessment shall remain the personal obligation of such Lot Owner, notwithstanding that the lien for such assessment shall pass to his, her or its successors in title.

2. Use of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Subdivision and in particular for the improvement and maintenance of the landscaping, gates, fences, signs and other facilities devoted and related to the use and enjoyment of the Subdivision and the Preserve Area.

3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, and any road work.

4. Notice and Quorum for Any Action to Change Assessments. Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 1, 2 or 3 of Article III Section B above shall be sent to all Members not less than fifteen (15) days or more than sixty (60) days in advance of the meeting. At any meeting the presence of members or of proxies entitled to cast forty percent (40%) of all the votes of each class of membership shall constitute a quorum.

5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots owned by Members, and may be collected on any periodic basis.

6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum interest rate provided by law, and the Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien

against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or the Preserve Area or abandonment of his, her or its Lot.

7. Lien for Payment of Assessments and Subordination of Lien to First and Second Mortgages. There shall be a continuing lien upon each of the individual Lots herein, in order to secure the payment of any of the assessments provided under this Agreement, but such lien shall be at all times subject and subordinate to any first or second mortgages or deed of trust placed on the Lot at any time. However, at such time as the Association records in the Clerk's Office a notice of delinquency as to particular Lot on a form prescribed by the Board of Directors, then, from time of recordation of said notice the lien of such delinquent assessments in the amount stated in such notice shall from that time become a lien prior to any first or second mortgage or deeds of trust placed of record subsequent to the date of said filing of notice in the same manner as the lien of a docketed judgment in the Commonwealth of Virginia.

The lien of the assessments provided for herein, whether or not notice has been placed of record as above provided, may be foreclosed by a Bill in Equity in the same manner as provided for the foreclosure of mortgages, vendor's liens, and liens of similar nature. A statement from the Association showing the balance due on any assessment shall be prima facie proof of the current assessment balance and delinquency, if any, due on a particular Lot.

8. Exempt Property. The following Property subject to this Agreement shall be exempt from the assessments and liens created herein: (a) all properties dedicated to and accepted by a state or local public authority; (b) any Common Area owned by the Association; (c) any Lots owned by Declarant; and (d) the Taylor Lot (Lot 6) so long as the Taylor Lot is owned by Mary G. Taylor as provided in Subsection III.B.12 below.

9. Lot Owner's Responsibility. If the need for reconstruction, maintenance, or repair of any part of the Common Area or the Preserve Area is caused through the willful or negligent act of any Owner, his family, guests, permittees, invitees, or agents, or in connection with construction on any Lot, the cost of such reconstruction, maintenance, or repairs shall be added to and become a part of the assessment to which such Lot is subject.

10. Taxes. The Association shall pay any real and personal property taxes, if any, and other charges assessed against the Common Area and the Preserve Area. Such taxes shall be prorated among the Lot Owners based on the number of lots occupied in the subdivision at the time of assessment, and shall be included in the annual assessment and shall be subject to all remedies available to the Association in the event of nonpayment. In the event of nonpayment of any real estate and/or personal property tax due Powhatan County with regard to the Common Area and/or the Preserve Area, the appropriate authority on behalf of Powhatan County shall have the right to pursue collection of such unpaid taxes, penalties and interest, if any, from each lot owner, respectively, for each lot owners proportionate share, including the creation of a lien against each lot as to each lot owner's respective obligation in connection therewith. Mary G. Taylor and the Taylor Lot, for as long as Mary G. Taylor owns the Taylor Lot, are exempt from these taxes.

11. Insurance. The Association may maintain a policy or policies of liability insurance, insuring the Association, Owners and their agents, guests, permittees, and invitees against liability to the public or to said owners, their guests, permittees, or invitees incident to the ownership or use of the Common Area and the Preserve Area in an amount not less than \$1,000,000.00 for any one person injured, \$1,000,000.00 for any one accident and \$100,000.00 for property damage. Said limits, if any insurance coverage be in effect, shall be reviewed at intervals of not less than three (3) years and adjusted if necessary to provide such coverage and protection as the Association may deem prudent.

12. Taylor Lot. At the time of recordation of this Declaration, the Taylor Lot is owned or shall be owned by Mary G. Taylor. For so long as the Taylor Lot is owned by Mary G. Taylor, the Taylor Lot shall be exempt from the payment of any assessments (general, special or otherwise) to the Association. Once the Taylor Lot is sold or otherwise transferred to another owner, the Taylor Lot shall then be treated as any other Lot and the owner of the Taylor Lot shall be required to pay its share of any and all assessments imposed by the Association as provided therein.

**ARTICLE V**  
**ARCHITECTURAL REVIEW COMMITTEE**

1. No building, structure, outbuilding, fence, wall or improvement of any nature whatsoever – (except for interior alterations to existing structures not affecting the external structure or appearance of any improvement on any portion of the Subdivision) shall be constructed or modified in the Subdivision unless and until the plans for such construction or modification shall have been approved in writing by the Architectural Review Committee (the “Committee”). The plans submitted to the Committee for approval shall include (1) the construction plans and specifications and related drawings, including all proposed landscaping and grading and exterior color, and (2) a site plat showing the location of all proposed improvements. Only plans and drawings 8.5 x 11 in size will be accepted.

2. No construction shall begin and no portion of the Subdivision shall be graded except in accordance with such approved plans, or a modification thereof, that has also been approved by the Committee pursuant to separate application therefore. Such approval must be in writing.

3. Approval by the Committee shall be based upon compliance with the provisions of the Declaration, including the Restrictions, the quality of design, workmanship and materials, harmony of external design with surrounding structures, location of improvements with respect to topography and finished grade elevation, the effect of the construction on the outlook from surrounding portions of the Subdivision, and all other factors which in the reasonable opinion of the Committee will affect the desirability or suitability of the proposed improvements in relation to the aesthetic quality of the Subdivision.

4. Approval or disapproval of each application to the Committee should be given to the applicant in writing within thirty (30) days of receipt thereof. In the event the approval or disapproval is not forthcoming within forty-five (45) days, unless an extension is agreed to by the applicant in writing, the application shall be deemed approved and the construction by the applicant of the improvements may be commenced provided that all such construction is in accordance with the submitted plans and provided further that such plans conform in all respects to the other terms and provisions of this Declaration.

5. Approval by the Committee shall not constitute a basis for liability of the members of the Committee or the Committee for any reason including without limitation (i) failure of the plans to conform to any applicable building codes, or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.

6. The Committee shall consist of one (1) person appointed by the Declarant or at least two (2) persons appointed by the Association subsequent to its creation by the Declarant. One alternate shall be appointed to act in the absence of one of the regular members. In the event of any such person's resignation, death or inability to serve, or removal by the Declarant or the Association, as the case may be, the Declarant or the Association shall appoint his or her successor.

7. The authority of the Committee hereunder, its procedure and make-up may be modified or abrogated by duly recorded instruments executed by the Association Members owning sixty percent (60%) of the then existing Lots.

8. In addition to the rights of the Association, the Committee shall have the full right and privilege to enforce the provisions and all restrictions and conditions by appropriate injunctive relief to prevent violations, together with any damages sustained.

## **ARTICLE VI**

### **ARCHITECTURAL RESTRICTIONS and COVENANTS**

A. The following restrictions shall apply to all building Lots in the Subdivision (Excluding the Taylor Lot, and the Preserve Area), and shall run with the Land and shall be controlled and enforced by the Association and the Committee:

1. No lot shall be used except as a residential building site. In addition, no building site shall consist of less than one (1) Lot as shown on the subdivision plat. No construction can begin on any lot until the Committee has approved the necessary plans in

writing. Two (2) sets of plans and drawings shall be submitted for approval and must be 8.5 x 11 in size. The Committee shall have up to 45 days from the submittal date to review the plans, and construction cannot begin until the approval has been given in writing. Approval shall be based on harmony of exterior design, location of the structure on the lot, and materials used. No alteration in the design or construction of the exterior of any building, or landscape details, can be made without written approval by the Committee.

2. No structure shall be constructed on, or permitted to remain on, any Lot or building site in the Subdivision other than: (a) one detached single family residence containing not less than 3,000 square feet of finished floor area in the aggregate, and not less than 2,000 square feet on the first floor of such residence excluding porches, finished and unfinished storage areas, garages, breezeways, patios and decks, and (b) appurtenant outbuildings, including guest houses, garages, barns and tool sheds.

3. The exterior of the residences shall be constructed of Brick, Stone, Authentic Stucco, Wood, or Concrete Siding (Hardi-Plank). No vinyl or aluminum will be allowed except on clad windows and powder coated aluminum clad porch rails. Exterior trim may be PVC or equivalent. Exposed foundations shall be brick, stone or stucco. When using brick, Jack Arches and Bullnose shall be used on front elevations. No stone and brick mix will be allowed. All exterior material colors must be approved by the Committee in writing prior to use.

4. Roofs shall be hard shingles i.e. cedar shakes, slate, imitation slate, or grand manor shingles. Roof pitch shall be at least 9:12 minimum slope.

5. No front entry garages shall be allowed. All driveways are to be asphalt, aggregate, or better materials. Each residence shall have at least \$3,500.00 as a landscaping allowance, and the landscaping plan must be approved by the Committee in writing.

6. All exterior mechanical equipment (i.e. HVAC, etc) and trash receptacle areas are to be screened appropriately and placed at the rear of the residence and not visible from

the street. Any Satellite dish shall be no larger than 18” and placed at the rear of the residence and not visible from the street.

7. No Lot shall be used or maintained as a dumping ground for rubbish.

8. All construction will require aggregate walkways, brick steps for front porches and brick columns for decks. All decks shall be built with closed stair risers on the steps.

9. All mail boxes, lamp posts and all fences, as to material, types and location, as well as all landscaping, must be approved by the Committee. All mailboxes will be uniform throughout the subdivision. A standard Mailbox and post will be available through the developer. All fencing will be wooden-rail fencing quality or better, and must be integral to the design of the residence. There will be no wire fencing allowed. All plans for the construction of recreational facilities, including, but not limited to, tennis courts, swimming pools, sheds and barns must be approved by the Committee. All structures shall incorporate balanced foundation landscaping that connects the structure to its natural setting. Additional shrubbery may be used as long as its placement does not constitute a fence-like hedge.

10. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than Six (6) square feet advertising the Lot for sale, and a sign used by a builder of the same size to advertise the Lot during the construction and sales period, unless otherwise approved by the Committee.

11. No livestock, exclusive of horses, (i.e. cattle, hogs, goats, ostrich’s, chickens, etc.), shall be allowed on any Lot except for the Taylor Lot so long as the Taylor Lot is owned by Mary G. Taylor.

12. No vicious breed of dog (i.e. Pit Bull, Rotweiler, etc.) may be kept on any lot at any time.

13. No noxious or offensive trade or activity be carried on any lot, nor shall anything be done on any lot which shall be or become any annoyances or nuisance to a good residential neighborhood.

14. No four-wheelers, motorbikes, ATV's or skateboards shall be operated or used on any roadway, Common Area or Preserve Area of the subdivision, or otherwise operated or used within the Subdivision so as to be an annoyance or nuisance to any other Lot Owner, or adjoining land owner to the subdivision.

15. All Lots shall be maintained in a neat, landscaped or tidy general appearance and all weeds, brush, undergrowth shall be cut and cleared at least three months.

16. No telephone, electric or other utility lines or connections between the main utility lines and the residence and other buildings located on any Lot shall be suspended above ground, except those existing before the property was subdivided, or existing at the time of road construction and completion. All utility facilities (electric, gas, water and septic) shall be screened by the lot owner and such screening shall be approved by the Committee.

17. No trailer, tent, shack, garage, barn or other outbuildings erected on any Lot shall, at any time be used as a residence, temporarily or permanently and no structure of a temporary character shall be used as a residence unless otherwise approved by the Committee.

18. No trailer, camper, recreational vehicle, boat or similar large vehicle shall be parked in front of any residence. Trailers, Campers, Boats, and recreational vehicles of this nature must be screened out of sight so as not to be visible from adjoining properties and roadways.

19. No vehicle shall be parked on any Lot without having a current state license tag and current state inspection sticker other than in a completely enclosed building. No trailer shall be parked on any lot unless screened so as not to be visible from the front or sides of the lot.

20. The construction of any structure on a Lot shall be completed within a period of Twenty-four (24) months after the beginning of construction, except as extended by the Committee. During construction the Lot shall be maintained in a clean and uncluttered condition free of unnecessary accumulation of waste and building debris. No waste or debris shall be allowed to drift to an adjacent lot.

21. No temporary, portable, or above-ground swimming pools shall be erected or maintained on any Lot. The location of all in ground swimming pools must be approved by the Committee and the Committee may require that such swimming pools be screened from view by adjacent properties and roadways.

22. No construction shall be permitted without appropriate erosion control so as to prevent the discharge of any soil or other materials onto any other Lot, Common Area, Preserve Area, Wetlands, or designated waters of the United States. The Committee may establish reasonable rules and regulations establishing a maximum percentage of any Lot which may be covered by a building, driveway, or other structure.

23. The Committee reserves the right to waive, revise, amend or make exceptions to any or all restrictions and covenants found in this Article V with regard to any Lot or Lots as the Committee in its sole discretion may deem appropriate.

24. Final approval of the construction work must be obtained in writing from the Committee before occupancy or transfer of title of the property can occur.

## **ARTICLE VII MISCELLANEOUS**

1. Application of Declaration. All Lot Owners and any grantee or grantees of any Lots of the Subdivision, by accepting a deed to a Lot approves the covenants, restrictions, conditions and limitations herein contained and agrees and binds his, her or its Lot, himself,

herself, themselves or itself, his, her, their or its heirs, personal representatives and assigns to keep and observe all of the foregoing covenants, restrictions, conditions and limitations.

2. Partial Invalidity. Invalidation of any one of these covenants, conditions or restrictions by judgment, court order, or otherwise shall in no way affect any of the other provisions which shall remain in full force and effect.

3. Term. *Except for the covenants, conditions and restrictions as to the Conservation Easement and the Preserve Area which shall last forever in perpetuity,* and subject to the above provisions, the foregoing covenants, conditions and restrictions shall run with all Lots in the Subdivision and be binding on all parties and all persons claiming under them until the expiration of Forty (40) years for the date of recordation of this instrument. At which time the said covenants, conditions and restrictions, with any modifications made as herein provided, shall be automatically extended for successive periods of twenty (20) years each, unless and until an appropriate instrument is executed by the Lot Owners of three-quarters (3/4) of the Lots shown on the Plat, setting forth a change or changes in, or termination of the covenants, conditions and restrictions (exclusive of the covenants, conditions and restrictions of the Conservation Easement and Preserve Area which covenants, conditions and restrictions shall last forever in perpetuity). Said duly executed instrument of change, modification or termination shall be duly recorded in the Clerk's Office of Powhatan County, VA.

4. Amendment. This Declaration of Covenants, Conditions and Restrictions except as to the Conservation Easement and the Preserve Area, which covenants, conditions and restrictions as to the Conservation Easement and the Preserve Area shall last forever in perpetuity (Article II.C.1-6), may be modified or amended by duly recorded instrument signed by the Lot Owners of three-quarters (3/4) of the then existing Lots, but only after the developer has transferred responsibility for them to the Association by written agreement.

5. Additions to Property. The Declarant may annex additional contiguous real property to the Property at any time. In Declarant's sole discretion, such real property may be annexed to the Property and thereby subjected to this Declaration. The annexation of additional real property authorized under this paragraph may increase the number

of lots authorized in the development. The additions authorized under this and the succeeding subsection shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional real property which shall extend the operation and effect of these covenants, conditions and restrictions to such additional real property.

6. Enforcement. Enforcement of the Restrictions and any other provisions herein shall be by proceedings at law or in equity brought by any Lot Owner, by the Committee, by the Declarant, by the Association, by the County, or by MFM, for so long as it owns the MFM Parcel, against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. However, failure to enforce or the unequal enforcement of any one or more covenants and restrictions shall not constitute a waiver thereof. The cost and expenses of such enforcement, including reasonable attorney's fees, shall be recoverable by the Lot Owner, Committee, Declarant, Association, County or MFM, prevailing in such proceeding.

(Signature pages follow)

WITNESS the following signatures and seals.

Approved as to Form:

POWHATAN COUNTRY PROPERTIES, LLC, a  
Virginia limited liability company

\_\_\_\_\_  
County Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006,  
by \_\_\_\_\_ as \_\_\_\_\_ of Powhatan Country Properties, LLC, a  
Virginia limited liability company, on behalf of the company.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Mary G. Taylor

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006,  
by Mary G. Taylor.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

MIDLOTHIAN FRIENDS MEETING OF THE  
RELIGIOUS SOCIETY OF FRIENDS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006,  
by \_\_\_\_\_ as Trustee of the Midlothian Friends Meeting of the Religious  
Society of Friends, on behalf of the Meeting.

My commission expires: \_\_\_\_\_

\_\_\_\_\_

Notary Public