

TAX MAP I.D. #'s 724-659-843-000-000
Other applicable tax map #'s are attached
hereto on Exhibit "C"

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CIRCUIT COURT CLERK
CHESTERFIELD CO., VA

**DECLARATION OF COVENANTS, EASEMENTS,
RESTRICTIONS AND CONDITIONS FOR THE
WOODS AT SUMMERFORD**

This Declaration of Covenants, Easements, Restrictions, and Conditions for The Woods At Summerford, ("Declaration"), made this 15th day of AUGUST, 2002, by BJ SUMMERFORD, L.L.C., a Virginia limited liability company, its successors or assigns, ("Declarant"), provides:

CHADWICK, WASHINGTON, OLTERS,
MCQUARTY & LYNN, P.C.
100 CONCOURSE BOULEVARD, SUITE 108
GLEN ALLEN, VIRGINIA 23060-6642

WHEREAS, Declarant is the owner of the real property, consisting of Lots and Common Area, described in Exhibit "A" attached hereto and incorporated by reference herein, located in Chesterfield County, Virginia (hereinafter, "Property") and is desirous of developing the Property into various building Lots for the construction of residential homes, and intends to sell said Lots as building Lots; and

WHEREAS, said Lots are shown and described as Lots 1 - 64, Section A of THE WOODS AT SUMMERFORD, Chesterfield County, Virginia, on that certain Plat entitled, "THE WOODS AT SUMMERFORD, Section A, Matoaca District, Chesterfield County, Virginia," dated October 31, 2001, made by Balzer & Associates, Inc., Architects, Engineers, Surveyors, Planners and recorded on March 25, 2002 in Plat Book 124, Pages 81 through 87 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia;

WHEREAS, the Property is encumbered by a certain deed of trust dated February 5, 1999, and recorded February 8, 1999 in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Deed Book 3490, Page 301; and

WHEREAS, Declarant and the Trustee hereby intend to declare and make known the covenants, easements, restrictions and conditions to which the Property and its Owners shall be subject;

WHEREAS, Declarant intends by this Declaration to impose upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Properties.

WHEREAS, Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or hereafter subject to this Declaration.

NOW, THEREFORE Declarant and the Trustee hereby declare that all of the property described in Exhibit "A" and any additional property which is hereafter subjected to this Declaration by Supplemental Declarations (as defined herein) shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subject to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owners thereof. The recitals are incorporated herein and made a part hereof.

ARTICLE I DEFINITIONS

Section 1. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of The Woods At Summerford Homeowners Association, Inc., as filed with the Secretary of the State Corporation Commission of the Commonwealth of Virginia.

Section 2. "Association" shall mean and refer to The Woods at Summerford Homeowners Association, Inc., its successors or assigns.

Section 3. "Board of Directors" or "Board" shall mean and refer to the elected executive body of the Association having its normal meaning under Virginia corporate law.

Section 4. "Bylaws" shall mean and refer to the Bylaws of The Woods At Summerford Homeowners Association, Inc., as they may be amended from time to time.

Section 5. "Clerk's Office" shall mean and refer to the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

Section 6. "Common Area" shall mean and refer to (i) any area designated as common area on any recorded subdivision plat of the Subdivision; (ii) any storm water management area, or best management practice area (BMP), conveyed by Declarant to the Association which serves the Subdivision; or (iii) any other property conveyed by Declarant, in its discretion, to the Association for the common use and/or enjoyment of the Owners.

Section 7. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Lot Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association, but shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction or installation of infrastructure, original capital improvements, or other original construction costs unless approved by a majority of the total Class "A" vote of the Association.

Section 8. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors or the New Construction Committee.

Section 9. "Declarant" shall mean and refer to BJ SUMMERFORD, L.L.C., a Virginia limited liability company. Declarant may designate a successor declarant or declarants to take and hold some or all of its respective rights, powers, privileges and obligations as Declarant under this Declaration, by written instrument recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

Section 10. "Declaration" shall mean and refer to this Declaration of Covenants, Easements, Restrictions and Conditions for The Woods At Summerford, as recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia , as amended.

Section 11. "Development Property" shall mean and refer to the property described in Exhibit "A", all or a portion of the property described on Exhibit "B" which Declarant may from time to time anticipate subjecting to this Declaration, and any other property hereinafter subjected to this Declaration. Inclusion of property in Exhibit "B" shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion or absence of property described on Exhibit "B" from the Development Property bar its later annexation in accordance with this Declaration.

Section 12. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property, with the exception of roads and Common Areas, which is subject to this Declaration.

Section 13. "Maintenance Area(s)" shall mean all real and personal property to be maintained by the Association for the common use and enjoyment of the Owners.

Section 14. "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 15. "Modifications Committee" shall mean and refer to the Modifications Committee, or "MC" as more thoroughly described in Article V of this Declaration.

Section 16. "New Construction Committee" shall mean and refer to the New Construction Committee, or "NCC", as more thoroughly described in Article V of this Declaration.

Section 17. "Owner" or Lot Owner shall mean and refer to the record owner, whether one (1) or more persons, of any Lot, including builders and contract sellers, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. All such persons shall be jointly and severally obligated to perform the responsibilities of such Owner. If

a Lot is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.

Section 18. "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 19. "Plat" shall mean and refer to the subdivision plat entitled, "THE WOODS AT SUMMERFORD, Section A, Matoaca District, Chesterfield County, Virginia," dated October 31, 2001, made by Balzer & Associates, Inc. and recorded on March 25, 2002 in Plat Book 124, Pages 81 through 87 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia and any other Plat recorded in the Clerk's Office which describes real property subject to this Declaration.

Section 20. "Property" or "Properties" shall mean and refer to the property described in Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of and made subject to this Declaration by the recordation of a Supplemental Declaration.

Section 21. "Rules and Regulations" shall mean those Rules and Regulations that may be adopted and/or amended by the Board of Directors in accordance with the Declaration, the Bylaws and the Virginia Property Owners Association Act, Section 55-508 et seq., Code of Virginia.

Section 22. "Structure" shall mean anything constructed, erected upon or attached to, on or below the ground, including but not limited to the following: principal buildings, accessory buildings, fences, walls, footings, basements, framing, pilings, foundations, and flagpoles.

Section 23. "Subdivision" shall mean and refer to THE WOODS AT SUMMERFORD, Section A, Chesterfield County, Virginia, and any additional sections of THE WOODS AT SUMMERFORD which are submitted to this Declaration by the recordation of a Supplemental Declaration, including The Timbers At Summerford.

Section 24. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration which subjects additional property to this Declaration and/or imposes additional restrictions and obligations on the land described therein.

Section 25. "The Timbers At Summerford" shall mean and refer to all of that real property subjected to this Declaration through the recordation of a Supplemental Declaration which is part of the Chesterfield County rezoning case #00SN0238 specifically referenced in a letter from Thomas E. Jacobson, Director of Planning for Chesterfield County, to B.J. Summerford LLC dated November 7, 2000, which shall consist of no more than twenty-five Lots and common area property.

ARTICLE II
PROPERTY RIGHTS OF OWNERS

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to the use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by Owners having a majority of the votes; provided, however, that for so long as Declarant owns a Lot or any Lots in the Subdivision, Declarant shall have the unilateral and sole right to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as Declarant deems appropriate and without the approval of the Association;

(d) the right of the Association to adopt, promulgate and enforce reasonable rules and regulations relating to the use of the Common Area.

Section 2. Maintenance and Control. Declarant, or its assigns, shall be solely responsible for the maintenance, management and control of the Common Area(s), and Maintenance Area(s) and all improvements thereon until the Association is formed. Thereafter, the Association shall be responsible for the maintenance, management and control of each of the areas identified above. Once the Association takes over the maintenance responsibilities contemplated in this Section 2, the Declarant, may, but shall not be obligated to lend the Association funds necessary to make up any shortfall in the maintenance budget of the Association.

Section 3. Wetlands Restrictions. Declarant will enter into an Agreement entitled "Declaration of Covenants, Conditions and Restrictions for the Preservation Area and the Buffer Area Within "The Woods at Summerford", Chesterfield County, Virginia" with the United States Army Corps of Engineers which will place restrictions on portions of the Property that are subject to jurisdictional wetlands. When the Declaration of Covenants has been recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, every Owner and Occupant of the Property shall comply fully, in all respects, with the provisions of that Agreement to the extent applicable to such Owner's or Occupant's Lot.

Section 4. No Obligation for Recreational Facilities. The Declarant and the Association have no obligation to construct, build or erect any recreational facilities, including a pool, parking area or tennis courts on any Common Area, irrespective of any designation on any Plat. Unless this Section is amended, with the written consent of the Declarant, it shall be the intent of the Declarant that it will not construct any recreational facilities on the Common Area property, including a pool, parking area and tennis courts, irrespective of any designation on any Plat.

**ARTICLE III
CREATION OF ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS**

Section 1. Creation of Association. Declarant may, at such time as it deems appropriate, cause or permit to be incorporated by others, under the laws of the Commonwealth of Virginia, a corporation to be named "THE WOODS AT SUMMERFORD Homeowners Association, Inc."

Section 2. Board of Directors. After the Association has been organized, the Association will be governed by a Board of Directors consisting of not less than three (3) persons appointed by the Declarant until the first annual meeting of the Association, after which time the number, terms and election of the Board of Directors shall be as determined by the Bylaws.

Section 3. Membership. Every Owner of a Lot subject to this Declaration shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 4. Voting. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. Upon the sale of all Lots in the Subdivision by the Declarant, the Class B voting membership of the Declarant shall expire and there shall be thereafter only one class of voters, which shall be as set forth above under the heading "Class A."

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. With the exception of the Declarant or its assigns, each Owner of any Lot, including builders, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; and (b) special

assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Subdivision and for the improvement and maintenance of the Common Area(s) and Maintenance Area(s), including but not limited to the following:

(a) The Association shall pay any real and personal property taxes and other charges assessed against the Common Area(s) and Maintenance Area(s) (and other personal property owned by the Association).

(b) The Association shall maintain a policy or policies of liability insurance, insuring the Declarant, the Association and its agents, guests, permittees and invitees and the Owners of the Lots against liability to the public or to the Owners, their guests, permittees or invitees incident to the ownership or use of the Common Area(s) and Maintenance Area(s), in an amount not less than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) for any one person injured, One Million and 00/100 Dollars (\$1,000,000.00) for any one accident and One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) for property damage. Said limits shall be reviewed at reasonable intervals and adjusted, if necessary, to provide such coverage and protection as deemed prudent.

(c) Declarant has entered into a certain Construction Access Restriction, Easement and Joint Maintenance Agreement dated August 8, 2000, and recorded August 9, 2000, in Deed Book 3882, Page 615, in the Clerk's Office of Chesterfield County, Virginia, between Declarant and Summerford Homeowners Association, which provides for the joint maintenance of the Park Area, the landscaping and all improvements located at the Summerford Parcel subdivision main entrance at Winterpock Road, the Summerford Drive median, landscaped shoulders, sidewalks and any future medians, and the medians and landscaped shoulders, sidewalks in or along West Hensley Road (the "Agreement"). Declarant hereby assigns its rights, duties, and obligations under the Agreement to the Association, and the Association shall be bound to perform such duties and obligations as are set forth in the Agreement.

Section 3. Annual Assessment. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors and unless the Board otherwise provides, any assessment shall be due and payable in advance on the first day of each fiscal year.

(a) The maximum annual assessment for the first year that the Association is formed shall be Two Hundred Sixty Dollars and 00/100 Dollars (\$260.00) per Lot. The

maximum annual assessment may not be increased each year more than 20% above the maximum assessment for the previous year without a vote of a majority of the Class A votes of the membership at a meeting in which a quorum is present, in person or by proxy.

(b) The maximum annual assessment may be increased above 20% by a vote of a majority of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessment 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(s) or Maintenance Area(s) including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than fourteen (14) days nor more than forty (40) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast thirty percent (30%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment or installment thereof not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum, or the maximum amount allowed by law, together with a late charge in the amount of the greater of ten dollars (\$10.00) or ten percent (10%) of the assessment amount that is due and unpaid. The Association may bring an action at law against the Owner personally obligated to pay such assessment, including interest, late fees, costs and reasonable attorneys' fees incurred, irrespective of whether litigation has been initiated by the Association to enforce payment of the same, or foreclose the lien against the delinquent Owner's Lot, or exercise the rights reserved in Section 1(b) of Article II of this Declaration. If assessments are payable in installments and if any installment of assessments is not paid within thirty (30) days after the date when due, then the entire balance of all unpaid installment of such assessment, through the Association's fiscal year, may be accelerated and declared immediately due and payable in full. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The fiscal year of the Association shall be the calendar year.

Section 8. Subordination of the Lien to Mortgages and Taxes. The lien of the assessment provided for herein shall be subordinate to the lien of any bona-fide duly recorded first mortgage and real estate taxes, and the Association shall have a lien upon the proceeds from foreclosure, junior only to the foreclosed first mortgage and aforementioned taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. BMP. All best management practices (BMPs) constructed to meet water quality requirements of Chesterfield County shall be maintained as follows: The Association shall be responsible for the short-term maintenance, such as routine grass cutting and litter pick-up; the long-term maintenance of BMPs shall be the responsibility of the Department of Public Works of Chesterfield County, Virginia.

Section 10. Specific Assessment for The Timbers At Summerford. In addition to the other assessments set forth herein, the Board of Directors may assess Lots in the Timbers At Summerford, as defined by Article I, Section 25 of the Declaration, with a Specific Assessment for the cost of providing services or rights of use to Lots in The Timbers At Summerford which services or rights are not enjoyed by all members of the Association and are primarily for the benefit of the Lots and Lot Owners in The Timbers At Summerford. At the time that such Specific Assessment is assessed, said services or rights may currently be provided, may have already been provided, or may only be projected to be provided by the Association, as determined by the Board of Directors. In the event a Lot Owner fails to timely pay any Specific Assessment levied by the Board, the Association shall have all of the rights, remedies and authority established by this Article to pursue collection thereof.

ARTICLE V ARCHITECTURAL STANDARDS

No structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained pursuant to Sections 1 and 2 below. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 1 and 2 of this Article. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

Section 1. New Construction Committee. The New Construction Committee ("NCC") shall consist of at least two (2), but not more than five (5), persons and shall have exclusive jurisdiction over all original construction on any portion of the properties. All dwellings and any original construction on a Lot shall be done only in accordance with plans and specifications which have received written approval of the NCC and the Declarant. Until one hundred percent (100%) of the Properties have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, who shall serve at the discretion of the Declarant, and to approve or disapprove of all construction on any portion of the Properties. All appeals during the time when the Declarant has appointment authority over the membership of the NCC shall be to the Declarant and not the Association's Board of Directors. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by the Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC, who shall serve and may be removed at the discretion of the Board of Directors. The members of the NCC may include architects, engineers and other persons who are not members of the Association.

The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines governing construction within the Properties, which shall include application and review procedures to be followed in submitting an application for approval hereunder ("Guidelines"). The NCC shall have sole and full authority to modify and to amend the Design Guidelines from time to time without the consent of any Owner. If approval of such plans and specifications is neither granted nor denied within forty-five (45) days following receipt by the NCC of written requests for approval, the party making the submission for approval shall deliver written notice to the NCC of its failure to act, and, if approval is not granted or denied within fifteen (15) days thereafter, the plans and specifications shall be deemed to be approved.

Section 2. Modifications Committee. The Board of Directors shall establish a Modifications Committee ("MC") to consist of at least two (2) and no more than five (5) persons, all of whom shall be appointed by, and shall serve at the direction of, the Board of Directors. Members of the MC may include architects or similar professionals who are not Members of the Association. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Lots or structures containing Lots and the open space, if any, appurtenant thereto. The NCC and the Declarant, during the time when the Declarant has appointment authority over the membership of the NCC, shall have the right to veto any action taken by the MC which the NCC and/or the Declarant determines, in their sole discretion, to be inconsistent with the guidelines promulgated by the NCC. The MC may promulgate detailed standards and procedures governing its areas of responsibility and practice, as long as such standards and procedures are consistent with those of the NCC. In the alternative, the MC may adopt the Guidelines established by the NCC. In addition, the following shall apply: plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design as to harmony of external design with existing

structures, location in relation to surrounding structures, topography, and finish grade elevation.

Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her Lot, or to paint the interior of his or her Lot any color desired; provided however, modifications or alterations to the interior of screened porches, patios, and similar portions of a Lot visible from outside the Lot shall be subject to approval. If approval of such plans and specifications is neither granted nor denied within forty-five (45) days following receipt by the MC of written requests for approval, the party making the submission for approval shall deliver written notice to the MC of its failure to act, and, if approval is not granted or denied within fifteen (15) days thereafter, the plans and specifications shall be deemed to be approved.

Section 3. Members of NCC and MC. The NCC shall initially be composed of at three members: J. Mickey Blaylock and William W. Johnson, their successors and assigns, 9321 Midlothian Turnpike, Richmond, VA 23235, and a member of the Summerford Homeowners Association, as designated by the Summerford Homeowners Association's Board of Directors. The NCC and MC shall always have a member of the Summerford Homeowners Association, as designated by the Summerford Homeowners Association's Board of Directors, as a member of its committee. The participation of the member from The Summerford Homeowners Association on the NCC and the MC shall be limited to: a) all Lots located in "The Timbers At Summerford" portion of the community; and b) the "Summerford Drive Lots".

Section 4. No Waiver of Future Approvals. The approval of either the NCC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 5. Variance. The NCC may authorize from compliance with any of its guidelines and procedures when unique circumstances dictate such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the NCC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 6. Compliance With Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the NCC or MC may be excluded by the Board from the Properties without liability to any person, subject to the notice and hearing procedures contained

in the Bylaws.

Section 7. No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and neither the NCC nor the MC shall bear any responsibility for ensuring the structural integrity or soundness of approval construction or modifications, nor for ensuring compliance with building codes and other ornamental requirements. Neither the Declarant, the Association, the Board of Directors, any committee, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approval construction on or modifications to any Lot.

Section 8. Application Fee(s). The NCC and the MC shall have the authority to charge reasonable Application Fees to Lot Owners participating in the architectural review, approval and appeal process established by this Declaration and the Guidelines.

Section 9. Completion of Construction of Lots.

A. The exterior of the house and all other structures on the Lot must be completed within (1) year after the commencement of construction thereof, except where such completion is impossible or would result in great hardship to the Declarant or builder due to strikes, fires, national emergency or natural calamities. The house and other structures may not be temporarily or permanently occupied until the exteriors thereof have been completed.

B. The failure to complete the exterior of the house or any other structure within the time limit set forth in Section 9. A. above shall constitute a violation of this Declaration. The Declarant and the Association hereby reserves a perpetual, alienable and releasable easement and right on, over and under all Lots for the purpose of taking any action necessary to effect compliance with Section 9.A. above, including, but not limited to, the right to enter upon any Lot for the purpose of so completing the exterior of the house or any other structure. The Declarant or the Association shall provide the Owner with at least ten (10) days written notice of its intent to exercise its rights pursuant to this provision.

Section 10. Cost of Corrective Action - Lien. Whenever the Declarant or the Association is permitted in this Article to correct, repair, enhance, improve, clean, preserve, clear out, remove or take any action on any Lot in order to correct a violation by the Owner thereof of this Declaration, the cost of such action (the "Cost of Corrective Action") shall, together with interest thereon at the judgment rate of interest from the date on which such Cost of Corrective Action becomes due and payable, as well as the costs of collection, therefor, including reasonable attorney's fees, shall be a charge and a continuing lien on the Lot and any improvements thereon enforceable in accordance with the provisions of the Act. Such Cost of Corrective Action shall also be the personal obligation of the Owner of such Lot.

Section 11. Entry No Trespass. Whenever the Declarant or the Association is permitted by the terms of this Declaration to correct, repair, enhance, improve, clean, preserve, clear out,

remove or take any action on any Lot in order to correct a violation by the Owner thereof of this Declaration, its entering the Lot and taking such action shall not be deemed a trespass.

Section 12. Common Area Exempt. Common Area property or property intended to be Common Area shall not be subject to the Guidelines or the architectural review process established by this Article.

Section 13. NCC and MC Records. Because the architectural review process established by this Article involves the NCC's and MC's review and processing of plans and approvals for construction on individual Lots on a case by case basis, all of the records of the NCC and MC shall reside in individual Lot owner files. The right of inspection and copying of a Lot owner files shall be limited to the file of the requesting Lot owner.

Section 14. Approvals of the NCC and MC. The decisions and approvals hereinabove reserved to the NCC or MC shall be made and given in its absolute discretion and shall not be subject to challenge other than for gross negligence.

ARTICLE VI LOT RESTRICTIONS

Section 1. Residential Use. No lot shall be used except for residential purposes and no garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may, as determined and approved in the sole discretion of the Board, conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods and services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant, or conducted by a builder with approval of the Declarant, with respect to its development and sale of the Properties or its use of any Lots which it owns within

the Properties.

Section 2. Buildings. Notwithstanding anything contained herein to the contrary, no modular, mobile and/or manufactured homes shall be constructed, installed or erected upon any Lot.

Section 3. Mailboxes. No building or mailbox shall be erected, placed or altered on any lot, or in the case of mailboxes, adjacent to any lot, until the construction plans and specifications thereof and a plan showing the location thereof on the respective lot shall have been approved by the NCC or MC as to the quality and type of materials, harmony of external design with existing structures, and the location with respect to topography and finish grade elevation.

Section 4. Skateboard Ramps/ Pools. No skateboard ramps shall be allowed. In-ground swimming pools and swimming pools of the portable type which can be dismantled and moved and which have walls or sides of less than 24 inches in height may be constructed/used, as applicable, on any Lot provided that such pools are located in the rear of the residence. Further, no large dish (greater than 24" in diameter) television antennae or television or radio towers shall be placed on any Lot.

Section 5. Roofing and Driveway Materials. The roofing materials utilized on any given residence constructed on a lot shall be approved in writing by the NCC or MC. The driveways leading to each residence shall be paved with materials approved in writing by the NCC or MC.

Section 6. Square Footage. The minimum square footage shall be 2100 square feet for a two-story residence and 1700 square feet for a ranch style residence. All of the completed square footage of the residences need not be finished space at the time of the original construction of the respective residences if so approved in advance by the NCC or MC. Open porches and first level garages are not to be considered in the calculation of minimum square footage.

Section 7. Noxious and Offensive Activity and Quiet Enjoyment. Only one residence shall be erected or placed on a single Lot, and no Lot after its original conveyance to an individual homeowner who resides on the Lot, shall be subdivided into smaller lots or parcels. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Lot Owners or the neighborhood; all as may be determined by the Board of Directors. in its absolute discretion. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the

Properties, not shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. No outside burning of wood, leaves, trash, garage or household refuse shall be permitted within the Properties. No speaker, horn, whistle, bell or other sound devices, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot. However, a Lot Owner shall be deemed to have violated this Section if any burgler alarm or security device on their Lot repeatedly malfunctions, as determined by the Board. The use and discharge of firecrackers and other fireworks is prohibited within the Properties.

The sights, sounds and smells associated with the reasonable construction and development of the Properties shall, as determined by the Declarant or the Association, not be deemed to be in violation of this Section.

Section 8. Unsightly or Unkept Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkept condition of his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken on any part of the Properties. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) consecutive hours.

Section 9. Temporary Structures/Completion of Construction. No structure of a temporary character, trailer, tent or basement shall be used on any Lot at any time as a residence either temporarily or permanently and to this end, any residence to be constructed on any Lot in this subdivision shall be completed within one year from the time the first building permit shall have been issued by the appropriate public authority to the owner or builder/contractor for the construction of the residence.

Section 10. Mobile Homes/Boats, etc. No recreational vehicles, boats, boat trailers, tractor trailer cabs or tractor-trailers, disabled vehicles, vehicles without a current state license and current state inspection sticker, machinery, or other equipment shall be visible from the street for a period exceeding twenty-four (24) hours. Any screening of such vehicles must be approved by the NCC or MC. This covenant shall not apply to vehicles and equipment used in connection with construction associated with the development of the property. It shall be the responsibility of each owner to construct and maintain suitable and adequate parking space on his lot and all vehicles shall be parked thereon except for temporary street parking by visitors.

Section 11. Exterior Lighting. No external illumination on any Lot shall be of such a character or intensity or so located as to interfere with any other owner's use or enjoyment of his Lot. No neon or flashing lights shall be permitted. All external lighting must be approved as to size, location and intensity by the NCC or MC.

Section 12. Signage. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than three square feet and one professional sign of not more than five square feet advertising the property for sale or rent, and one professional sign of not more than five square feet by a builder/contractor to advertise the property during the construction and sales period.

Section 13. Animals. No animals, livestock, including cattle, horse, goats, pigs and sheep, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets not to exceed two (2) dogs with an aggregate total of three (3) pets may be kept thereon if they are not kept, bred or maintained for any commercial purposes.

Section 14. Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No rubbish, trash, garbage or other waste shall be kept or allowed to remain on any Lot except in sanitary containers and all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Builders agree to provide a receptacle on-site during the construction process for the disposal of all litter, trash or discarded building materials and agree to enforce the usage of such receptacle by all employees and subcontractors.

Section 15. Fences. No fence shall be erected on any portion of any Lot except in accordance with plans and specifications for construction thereof approved in writing by the NCC or MC, its successors and assigns and filed in its office, provided, however, that the NCC or MC agrees to be reasonable in considering requests for construction of fences and hereby sets forth the general standards to be used in considering such requests.

(a) No fence shall be permitted between a residence and street line.

(b) No fence or hedge shall be generally permitted higher than 48 inches, except that approval may be granted by the NCC or MC, its successors and assigns for a higher fence or hedge in special circumstances. Chain link fences will not be approved.

Section 16. Antennas. Except as otherwise provided by law, including the Federal Telecommunications Act of 1996 and the rules promulgated by the Federal Communications Commission pursuant thereto, no satellite dishes or antennas shall be allowed on any Lot property. To the extent it is reasonable, the preferred location and installation site for permissible satellite dishes or antennas shall be only in the rear of a dwelling or in the rear portion of the Lot property. If such preferred locations preclude the receipt of an acceptable quality signal on any Lot property, then the Owner should use his or her best efforts to install the equipment in the most innocuous location available where an acceptable quality signal can be received. Satellite dishes which are one meter or less in diameter or other antennas should be reasonably screened from view from any other Lot, road, or Common Area and should be painted in a fashion that will not interfere with reception or warranties so that they blend into the background against which they are mounted.

Section 17. Occupants Bound. All provisions of the Declaration, Bylaws, any applicable Supplemental Declaration, and rules and regulations promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, residents, tenants, guests and invitees (collectively "occupants") of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, any applicable Supplemental Declaration, and all rules and regulations of the Association. Every Owner shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto.

Section 18. Clothesline, Electric Insect Devices, Garbage Cans, Tanks, Etc. No clotheslines or electric insect devices shall be erected or installed on the exterior portion of any Lot, and no clothing, linens or other material shall be aired or dried on the exterior portion of any Lot. All garbage cans, above ground storage tanks, mechanical equipment, woodpiles, yard equipment and other similar items on Lots shall be located adjacent to the residence located on the Lot. All rubbish, trash, and garbage shall be stored in appropriate covered containers approved pursuant to this Declaration hereof and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon.

Section 19. Subdivision of Lot and Time Sharing. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. The Declarant, however, hereby expressly reserves the right to repeat or resubdivide any Lot or Lots owned by Declarant. Any such division, boundary line change, or replanting shall not be in violation of the applicable subdivision and zoning regulations.

No Lot shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years, except that the Declarant hereby reserves the right for itself and its assigns to operate such a program with respect to Lots which it owns.

Section 20. Firearms; Bows and Arrows. The discharge of firearms and bows and arrows within the Properties is prohibited. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take action to enforce this Section.

Section 21. Pools. No above ground swimming pool shall be erected, constructed or installed on any Lot. In ground pools, jacuzzis, whirlpools, hot tubs or spas approved pursuant to the Declaration shall not be considered an above ground pool for the purposes of this Section. No pool, jacuzzi, whirlpool or hot tub shall be constructed, erected or installed without the written approval of the NCC or MC.

Section 22. Tents, Mobile Homes and Temporary Structures. Except as may be permitted by the Declarant or the NCC during initial construction within the Properties, no tent, shack, mobile

home, or other structure of a temporary nature shall be placed upon a Lot or any part of the Properties. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the prior approval of the NCC or MC, as appropriate, in accordance with this Declaration. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.

Section 23. Sight Distance at Intersections. All property located at road intersections shall be landscaped so as to permit safe sight across the road corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem, as determined by the NCC or MC. There will be no entrance columns, walls or gates at entrances to Lots or driveways.

Section 24. Decorative Lighting. Except for traditional holiday decorative lights, which may be displayed for one (1) month prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved in accordance with this Declaration. The rights of owners to display lighting as provided for herein shall not be abridged, except that the Association may adopt reasonable time, place and manner restrictions for the purpose of minimizing damage and disturbance to other Owners and occupants.

Section 25. Artificial Vegetation, Exterior Sculpture, and Similar Items. The rights of Owners to display signs, symbols and decorations, including religious and holiday ones, on their Lots of the kinds normally displayed in or outside of homes located in similar residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place and manner restrictions for the purpose of minimizing damage and disturbance to other Owners and occupants.

Section 26. Flags, Flagpoles and Supporting Structures. The display of any flag and the installation of any necessary supporting structures for any flag on or within the Properties, including on the exterior of any Lot or any improvement thereon within the Properties is hereby expressly prohibited without the prior written approval of the NCC or MC. No flagpole of any size, shape or form, temporary or permanent shall be permitted on the exterior of any portion of a Lot or improvement thereon, except that the NCC or MC may grant approval for a reasonable and aesthetic house mounted pole or poles which extend from the facade of a house. For the purposes of this Section, any flag or flagpole or necessary supporting structure for any flag on any portion of a Lot is deemed an exterior alteration or modification of existing improvements as contemplated by the Declaration. Further regulations concerning flags, flagpoles and their supporting structures may be found in the Guidelines.

Section 27. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the NCC or MC pursuant to the Declaration. No windmills, wind generators or other apparatus of generating power from the wind shall be erected or installed on any Lot.

Section 28. Playground. Play, playground, and sports related equipment maybe erected or installed in accordance with the Guidelines.

Section 29. On-Site Fuel Storage. No on-site storage of gasoline, kerosene or fuel oils shall be permitted on any part of the Properties except that up to five (5) gallons, or an amount approved by the Board of Directors, of fuel may be stored on each Lot for emergency purposes and operations of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

Section 30. Leasing of Lots.

(a) Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

(b) Leasing Provision.

(i) General. Lots may be rented only in their entirety; no fraction or portion may be rented. All leases shall be in writing and shall be for an initial term of no less than six (6) months, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, Bylaws, and the rules and regulations, as amended. The Board may adopt reasonable rules regulating leasing and subleasing. Additionally, the Board, at its discretion, and upon application of a Lot owner, may grant a waiver to the provisions set forth herein.

(ii) Compliance with Declaration, Bylaws and Rules and Regulations. Every Owner shall cause all occupants, tenants, guests, and invitees of his or her Lot to comply with the Declaration, Bylaws, any applicable Supplemental Declaration, Guidelines, and the rules and regulations adopted pursuant to the foregoing, and shall be responsible for all violations and losses to the Common Area caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, Guidelines and the rules and regulations adopted pursuant to the foregoing.

Section 31. Laws and Ordinances. Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

Section 32. Single Family Occupancy. No Lot shall be occupied by more than a single

family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related as a single household unit, and the household employees of either household unit.

ARTICLE VII ADDITIONAL RESTRICTIONS FOR SUMMERFORD DRIVE LOTS

Section 1. Introduction. There are eighteen (18) Lots in the Development Property that have a rear property line abutting Summerford Drive. These Lots are to be further identified on the recorded Plats and referenced in subsequent Supplemental Declarations, and hereafter shall be referred to as the "Summerford Drive Lots". All of the Summerford Drive Lots are part of the real property described in Exhibit "B" attached hereto. The provisions of this Article will be applicable only to the Summerford Drive Lots, however, all Summerford Drive Lots shall be subject to all provisions of the Association's Articles of Incorporation, Declaration, Bylaws, and Rules and Regulations which are not in conflict with the provisions of this Article. The Summerford Drive Lots are located across Summerford Drive from lots in the Summerford Subdivision. The lots and common property in the Summerford Subdivision are subject to the Declaration of Covenants and Restrictions Applicable To All Property In Summerford, recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Deed Book 2122, Page 12, as amended (hereafter, "Summerford Declaration") and subject to the jurisdiction of the Summerford Homeowners Association, Inc. (hereafter, "Summerford Association").

Section 2. Compliance with Summerford Declaration and Architectural Standards. The construction, installation or erection of all residential dwellings and structures on the Summerford Drive Lots shall be subject to the total compliance with the applicable process and procedures of the Summerford Declaration and the Summerford Association's Architectural Standards.

Section 3. Front of House. The front of all homes built on Summerford Drive Lots shall not face towards Summerford Drive and shall face towards the streets located in the Woods At Summerford Subdivision.

Section 4. 75 Foot Buffer. All Summerford Drive Lots shall be subject to a seventy-five (75) foot buffer on the rear portion of their Lot. The buffer shall be measured from the right-of-way on the southern side of Summerford Drive. This 75 foot buffer area shall be undisturbed and shall be maintained in its natural state. No clearing, whatsoever, of any kind in the 75 foot buffer area shall occur without the express written consent of the Summerford Association.

Section 5. Maintenance. Each Summerford Drive Lot Owner shall be solely responsible for maintaining the buffer area on his Lot. Summerford Drive Lot Owners shall maintain the buffer area free of any trash, yard leaves, yard brush, construction materials, garbage or other foreign matter.

Section 6. Structures. No structures, temporary or otherwise, of any kind shall be permitted in the buffer area, including but not limited to, play structures, tool or storage sheds, and tree houses.

Section 7. Equipment and Vehicles. No equipment, of any sort, materials or vehicles may be stored or parked in the buffer area.

Section 8. Fences. No fences, of any size or type, shall be permitted in the buffer area.

Section 9. Signage. No signs, of any size or type, shall be permitted in the buffer area.

Section 10. Clearing. No general clearing or tree removal shall be permitted within the buffer area except for dead or damaged tree removal following written application and receipt of written approval from the Summerford Homeowners Association's Architectural Review Board.

Section 11. Enforcement by Summerford Association. The Summerford Association is an intended beneficiary of the restrictions established in this Article. The Summerford Association, at the discretion of its Board of Directors, shall have the lawful standing and right to initiate any remedy provided by the Summerford Declaration, including remedies at law or in equity, against a Summerford Drive Lot Owner to enforce a violation of this Article. Any violation of this Article will also be deemed a violation of this Declaration. The prevailing party shall be entitled to recover its reasonable costs and attorneys' fees related to any action taken to enforce this Article.

**ARTICLE VIII
NO PARTITION**

Except as is permitted in this Declaration or amendments thereto, there shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

**ARTICLE IX
CONDEMNATION**

Whenever all or any part of the Common Area shall be taken by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association pursuant to Section 55-516.2 of the Code of Virginia, 1950, as amended.

**ARTICLE X
ANNEXATION OF ADDITIONAL PROPERTY**

Section 1. Annexation Without Approval of Class "A" Membership. Declarant shall have the unilateral right, privilege, and option from time to time and at any time to annex any property, described in Exhibit "B" into the Association and subject said annexed property to this Declaration.

Such annexation shall be accomplished by filing in the Clerk's office a Supplemental Declaration annexing such property.

Declarant shall have the unilateral right to transfer to any other Person the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibits "A" or "B" or any other property which is to be subjected to this Declaration and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Section 2. Annexation with Approval of Class "A" Membership. Subject to the consent of the owners thereof, the Association may annex real property other than that described on Exhibit "B" or which Declarant now owns or subsequently becomes the owner of, to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of a majority of the Class "A" votes of the Association (other than those held by Declarant present at a meeting duly called for such purpose) and of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject hereto in accordance with Section 1 of this Article.

Section 3. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibits "A" or "B" or which is hereafter subjected to this Declaration, which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Section 4. Withdrawal of Property. Declarant reserves the unilateral right to amend this Declaration at any time so long as it holds an unexpired option to annex additional property pursuant to this Article, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Properties then owned by the Declarant, its affiliates, or the Association from the provisions of this Declaration; provided such withdrawal is not unequivocally contrary to the overall uniform scheme of development for the Properties.

Section 5. Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the property submitted to this Declaration initially or by Supplemental Declaration to additional covenants and easements. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the Owner(s) of such property, if other than the Declarant.

Section 6. Amendment. This Article shall not be amended without the prior written consent of the Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B" hereof or susceptible of being subject to this Declaration

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, as long as it owns any Lots, the Association or any other Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration. In the event that the Declarant or the Association employs an attorney to advise, interpret or enforce the provisions of this Declaration, the Declarant or the Association, as the case may be, shall be reimbursed for such attorneys' fees and for court costs, if any, by the person found to be in violation of the Declaration. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Violation. Any person violating or attempting to violate these covenants may be notified, in writing, of such violation or attempted violation. If no cure is accomplished within ten (10) days, or longer at the discretion of the Board, legal remedies set forth in this Declaration may begin and the notified person shall be responsible for damages and all costs of enforcing these restrictions, including reasonable attorneys' fees.

Section 4. Term; Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years, unless terminated by a vote of the Owners of not less than seventy-five percent (75%) of the Lots.

Until Declarant has conveyed the last Lot in the Subdivision, this Declaration may be amended by Declarant, its successors or assigns, without having to obtain the consent of any of the Owners of the Lots, provided the amendment has no material adverse effect upon any right of any Owner, as determined by the Declaration. After the conveyance by Declarant of the last Lot owned by Declarant, or if the amendment has a material adverse effect upon the right of any Owner as determined by the Declarant, this Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of not less than seventy-five percent (75%) of the Lots; provided, however, that no amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Any amendment must be recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

Section 5. Declarant's Rights. Any or all of the special rights and obligations of the Declarant set forth in this Declaration may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

begin and the notified person shall be responsible for damages and all costs of enforcing these restrictions, including reasonable attorneys' fees.

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Section 5. Declarant's Rights. Any or all of the special rights and obligations of the Declarant set forth in this Declaration may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

IN WITNESS WHEREOF, the undersigned Declarant has caused this Declaration to be executed as of this 15th day of AUGUST, 2002.

BJ SUMMERFORD, L.L.C., A Virginia limited liability company

By: William W. Johnson
William W. Johnson, Member

TRUSTEE

By: Douglas M. Roth
DOUGLAS M. ROTH

Commonwealth of Virginia

COUNTY of HENRICO, to-wit:

The foregoing was acknowledged before me this 15th day of AUGUST,
2002, by William W. Johnson, Member, BJ SUMMERFORD, L.L.C.
My commission expires: MAY 31, 2004

C. J. C. J.
Notary Public

Commonwealth of Virginia

COUNTY of HENRICO, to-wit:

The foregoing was acknowledged before me this 15th day of AUGUST,
2002, by DOUGLAS M. BETH, Trustee.
My commission expires: MAY 31, 2004

C. J. C. J.
Notary Public

EXHIBIT "A"

ALL that certain lot, piece or parcel of land with all improvements thereon and appurtenances thereto belonging, lying and being in Matoaca District, Chesterfield County, Virginia known as THE WOODS AT SUMMERFORD, Section A, on that certain plat dated October 31, 2001, by Balzer & Associates, Inc., recorded on March 25, 2002 in Plat Book 124, Pages 81 through 87 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, and to which plat reference is hereby made for a more particular description of the property hereby conveyed.

BEING a part of the same property conveyed to BJ SUMMERFORD, L.L.C., a Virginia limited liability company, from Glen M. Hill and Charles E. Bailey by deed dated February 2, 1999, and recorded February 8, 1999, in Deed Book 3490, Page 298, in the Clerk's Office of the Circuit Court, Chesterfield County, Virginia.

EXHIBIT "B"

ALL that certain real property, including lots and common area, identified in and subject to:
a) Chesterfield County rezoning case #89SN0149 in a letter from Thomas E. Jacobson, Director of Planning for Chesterfield County, to Phillip B. Hoffman dated June 13, 1989; and b)
Chesterfield County rezoning case #00SN0238 in a letter from Thomas E. Jacobson, Director of Planning for Chesterfield County, to B.J. Summerford, LLC dated November 7, 2000, LESS AND EXCEPT ALL that certain real property described in Exhibit "A" above, of this Declaration.

EXHIBIT "C"

Tax Map ID #s

09402 ORCHID CT 724659843000000 255727001 THE WDS @ SUMMERFORD SEC A 059
 09403 ORCHID CT 724659923700000 280687001 THE WDS @ SUMMERFORD SEC A 058
 09408 ORCHID CT 724659841900000 280687001 THE WDS @ SUMMERFORD SEC A 060
 09409 ORCHID CT 725659023600000 280687001 THE WDS @ SUMMERFORD SEC A 057
 09414 ORCHID CT 724659911300000 244180001 THE WDS @ SUMMERFORD SEC A 061
 13730 ORCHID DR 725659354000000 260340002 THE WDS @ SUMMERFORD SEC A 047
 13731 ORCHID DR 725659502600000 238708001 THE WDS @ SUMMERFORD SEC A 046
 13737 ORCHID DR 725659432000000 280687001 THE WDS @ SUMMERFORD SEC A 045
 13801 ORCHID DR 725659351400000 260340002 THE WDS @ SUMMERFORD SEC A 044
 13807 ORCHID DR 725659270900000 260340002 THE WDS @ SUMMERFORD SEC A 043
 13812 ORCHID DR 725659142500000 258633001 THE WDS @ SUMMERFORD SEC A 055
 13813 ORCHID DR 725659180600000 260340002 THE WDS @ SUMMERFORD SEC A 042
 13818 ORCHID DR 725659062300000 260340002 THE WDS @ SUMMERFORD SEC A 056
 13819 ORCHID DR 725659070300000 238708001 THE WDS @ SUMMERFORD SEC A 041
 13906 ORCHID DR 724659840200000 255727001 THE WDS @ SUMMERFORD SEC A 062
 13907 ORCHID DR 725658009100000 238708001 THE WDS @ SUMMERFORD SEC A 040
 13912 ORCHID DR 724658838700000 258633002 THE WDS @ SUMMERFORD SEC A 063
 09400 ORCHID TR 725659105100000 258633002 THE WDS @ SUMMERFORD SEC A 051
 09401 ORCHID TR 725659195800000 260340002 THE WDS @ SUMMERFORD SEC A 050
 09406 ORCHID TR 725659124200000 256258001 THE WDS @ SUMMERFORD SEC A 052
 09407 ORCHID TR 725659285800000 260340002 THE WDS @ SUMMERFORD SEC A 049
 09412 ORCHID TR 725659203500000 260340002 THE WDS @ SUMMERFORD SEC A 053
 09413 ORCHID TR 725659365400000 260340002 THE WDS @ SUMMERFORD SEC A 048
 09418 ORCHID TR 725659252800000 255727001 THE WDS @ SUMMERFORD SEC A 054
 09603 PRINCE JAMES CT 725658589200000 255727001 THE WDS @ SUMMERFORD SEC A
 019
 09608 PRINCE JAMES CT 725658447100000 255727001 THE WDS @ SUMMERFORD SEC A
 015

09609 PRINCE JAMES CT 725658668500000 280687001 THE WDS @ SUMMERFORD SEC A
018

09614 PRINCE JAMES CT 725658546800000 244180001 THE WDS @ SUMMERFORD SEC A
016

09615 PRINCE JAMES CT 725658647400000 244180001 THE WDS @ SUMMERFORD SEC A
017

13630 PRINCE JAMES DR 725659682300000 258633001 THE WDS @ SUMMERFORD SEC A
032

13631 PRINCE JAMES DR 725659811200000 255727001 THE WDS @ SUMMERFORD SEC A
031

13700 PRINCE JAMES DR 725659591600000 255727001 THE WDS @ SUMMERFORD SEC A
033

13701 PRINCE JAMES DR 725658709800000 255727001 THE WDS @ SUMMERFORD SEC A
020

13706 PRINCE JAMES DR 725659521000000 260340002 THE WDS @ SUMMERFORD SEC A
034

13712 PRINCE JAMES DR 725659450300000 256258001 THE WDS @ SUMMERFORD SEC A
035

13800 PRINCE JAMES DR 725658369700000 260340002 THE WDS @ SUMMERFORD SEC A
036

13801 PRINCE JAMES DR 725658357500000 238708001 THE WDS @ SUMMERFORD SEC A
014

13806 PRINCE JAMES DR 725658279100000 255727001 THE WDS @ SUMMERFORD SEC A
037

13812 PRINCE JAMES DR 725658168700000 260340002 THE WDS @ SUMMERFORD SEC A
038

13813 PRINCE JAMES DR 725658217100000 256258001 THE WDS @ SUMMERFORD SEC A
013

13818 PRINCE JAMES DR 725658048100000 255727001 THE WDS @ SUMMERFORD SEC A
039

13900 PRINCE JAMES DR 724658797300000 255727001 THE WDS @ SUMMERFORD SEC A
064

13901 PRINCE JAMES DR 725658026300000 255727001 THE WDS @ SUMMERFORD SEC A
002

13907 PRINCE JAMES DR 724658905300000 255727001 THE WDS @ SUMMERFORD SEC A
001

09606 PRINCE JAMES PL 725658085300000 256258001 THE WDS @ SUMMERFORD SEC A
003

09607 PRINCE JAMES PL 725658236300000 260340002 THE WDS @ SUMMERFORD SEC A
012

09612 PRINCE JAMES PL 725658124500000 256258001 THE WDS @ SUMMERFORD SEC A
004

09613 PRINCE JAMES PL 725658295700000 256258001 THE WDS @ SUMMERFORD SEC A
011

09618 PRINCE JAMES PL 725658173800000 244180001 THE WDS @ SUMMERFORD SEC A
005

09624 PRINCE JAMES PL 725658253400000 280687001 THE WDS @ SUMMERFORD SEC A
006

09625 PRINCE JAMES PL 725658365300000 256258001 THE WDS @ SUMMERFORD SEC A
010

09630 PRINCE JAMES PL 725658343000000 256258001 THE WDS @ SUMMERFORD SEC A
007

09631 PRINCE JAMES PL 725658444700000 260340002 THE WDS @ SUMMERFORD SEC A
009

09636 PRINCE JAMES PL 725658483600000 255727001 THE WDS @ SUMMERFORD SEC A
008

09617 PRINCE JAMES TR 725658968500000 258633002 THE WDS @ SUMMERFORD SEC A
030

09622 PRINCE JAMES TR 725658788100000 238708001 THE WDS @ SUMMERFORD SEC A
021

09623 PRINCE JAMES TR 725658937600000 244180001 THE WDS @ SUMMERFORD SEC A
029

09629 PRINCE JAMES TR 725658916600000 244180001 THE WDS @ SUMMERFORD SEC A
028

09635 PRINCE JAMES TR 725658875700000 256258001 THE WDS @ SUMMERFORD SEC A
027

09640 PRINCE JAMES TR 725658716700000 260340002 THE WDS @ SUMMERFORD SEC A
022

09641 PRINCE JAMES TR 725658805000000 244180001 THE WDS @ SUMMERFORD SEC A
026

09646 PRINCE JAMES TR 725658626100000 258633002 THE WDS @ SUMMERFORD SEC A
023

09647 PRINCE JAMES TR 725658644300000 255727001 THE WDS @ SUMMERFORD SEC A
025

09652 PRINCE JAMES TR 725658545400000 280687001 THE WDS @ SUMMERFORD SEC A
024

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT
COURT OF CHESTERFIELD COUNTY, THE 16 DAY
OF AUG 2002, THIS DEED WAS PRESENTED
AND WITH THE CERTIFICATE...., ADMITTED TO
RECORD AT 11:04 O'CLOCK. THE TAX IMPOSED
BY SECTION 58.1-802 IN THE AMOUNT OF
\$.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK