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SUITE 209 HAMILTON PLACE

41 N. HAMILTON STREET

RICHMOND, VA 23230

8/27/85

BOOK 1722 PAGE 1777

DECLARATION OF RIGHTS, RESTRICTIONS
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
APPLICABLE TO SECTION I IN ASHBROOK

WHEREAS, The S & B Development Company of Virginia, Inc. is the owner of certain land located within a community known as "Ashbrook" in Chesterfield, Virginia.

WHEREAS, the Developer wishes to declare certain restrictive covenants affecting certain land in Ashbrook.

NOW, THEREFORE, the Developer does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the land described in Exhibit "A" attached hereto.

DEFINITIONS

"Ashbrook" when used herein shall refer to the land in Chesterfield County, Virginia, which are shown as a part of the Developer's Master Development Plan as revised from time to time, which plan has been filed with and approved by the Chesterfield County Planning Commission and is in the office of the Chesterfield Community Department of Development.

Whenever used herein, the term "Developer" shall refer to S & B Development Company of Virginia, Inc., its successors and assigns.

Whenever used herein, the term "Association" shall refer to Ashbrook Community Association, Inc., a Virginia non-stock, non-profit corporation, its successors and assigns.

The term "Property" when used herein shall refer to any tract of land or subdivision thereof in Ashbrook which has been subjected to the

provisions of this Declaration by reference in deeds issued by the Developer and/or amendments to this document.

The term "Property Owner" when used in this Declaration shall mean and refer to all owners of an interest in real property in Ashbrook.

The covenants and restrictions below will be referred to as the General Covenants of Ashbrook, and will be recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, and govern all property in the Ashbrook Subdivision, but may be incorporated by reference in deeds to real property issued by the Developer by reference to the book and page of recording in the land records of said Clerk's Office.

PART 1
COVENANTS, RESTRICTIONS AND AFFIRMATIVE
OBLIGATIONS APPLICABLE TO ALL
PROPERTIES IN ASHBROOK

The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same has been the creation of a community which is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason such standards are not established by these covenants. However, certain standards are embodied in the Existing Zoning Classification R-9 and R-TH made applicable to this property by the

Chesterfield County Zoning Ordinances implemented by the Chesterfield County Board of Supervisors. In order to implement the purposes of these covenants, the Developer may establish and amend from time to time objective standards and guidelines which shall be in addition to and more restrictive than said zoning.

1. No building, fence or other structure shall be erected, placed or altered nor shall a building permit for such improvement be applied for on any property in Ashbrook until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives, and parking areas), landscape plan, and construction schedule shall have been approved in writing by the Architectural Review Board. Refusal or approval of plans, location or specifications may be based on any reason, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Architectural Review Board shall be sufficient. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Architectural Review Board. One (1) copy of all plans and related data shall be furnished the Architectural Review Board for its records. In the event approval of such plans is neither granted nor denied within sixty (60) days following receipt by the Architectural Review Board of a written request for approval, the provisions of this paragraph shall be hereby waived. The Architectural Review Board shall be composed of three (3) Members, all of whom shall be appointed by the Developer or its assigns.

At least one (1) Member of the Ashbrook Community Association, Inc., other than the Developer, shall be a member of the Architectural Review Board at all times. Any decision made by the Architectural Review Board shall not be effective unless signed by one Member of the Board. This paragraph shall not apply to any property utilized by a government entity.

2. In order to assure that location of buildings and other structures will be located and staggered, so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location of large trees and other aesthetic and environmental considerations, the Developer reserves unto itself, its successors and assigns, the right to control absolutely and solely (subject to the provisions of the Zoning Ordinance of the County of Chesterfield, Virginia) the precise site and location of any building or structure or structures on any property in Ashbrook for reasons which may in the sole and uncontrolled discretion and judgment of the Developer be sufficient. Such location shall be determined only after reasonable opportunity is afforded the property owner to recommend a specific site. On all residential lots, there is granted a 2 foot non-exclusive easement adjacent to and running parallel with one of the side boundary lines of said lot that has a dwelling located on the adjacent lot within one foot of the aforementioned property line (an easement is not created for that portion of any dwelling that is

attached to another dwelling by a common wall). This non-exclusive easement is granted to the adjacent property owner who has a dwelling located within one foot of the property line for the purpose of inspection and maintenance of the improvements located on the property the easement is granted to and said easement shall run with the land.

The owners of lots fronting on Ashbrook Lake shall have the right, with Architectural Review Board approval, to build a deck or other miscellaneous improvements for their exclusive use projecting into the lake for a distance not to exceed 10 feet past the normal water level.

3. Each property owner shall provide space for the parking of automobiles on the property and not on the public or private streets prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Developer.

4. No "For Sale" or other commercial signs shall be erected or maintained on any property by anyone including, but not limited to, the owner, a realtor, a contractor or subcontractor until the proposed sign size, color, context, number of signs and location of sign(s) shall have been approved in writing by the Developer.

5. It shall be the responsibility of each property owner and tenant to prevent the existence of any unclean, unsightly or unkept conditions of buildings or grounds on such property which shall tend to affect the aesthetic beauty of the neighborhood as a whole or the speci-

fic area. No unlicensed motor vehicles will be allowed or kept on the property or in the streets and roads in Ashbrook.

6. All animals must be secured by a leash or lead, or under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or other enclosed area approved by the Developer for the maintenance and confinement of animals.

7. No mailbox shall be erected or maintained on any property until the proposed mailbox design, color, and location has been approved in writing by the Developer.

8. Prior to the occupancy of a building or structure on any property, connection shall be made to the Chesterfield County sewer system.

9. Prior to the occupancy of a residence on any property, provision for water shall be made by connection with the water lines of the Chesterfield County public water system or other water system if approved by Chesterfield County.

10. The Developer reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric; cable television; and telephone poles, wires, cables, conduits; drainage ways, sewers, water mains; and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities on, in or over that portion of such property as may have been used prior to the installation of such utili-

ties for construction of a building whose plans were approved pursuant to these covenants by the Developer. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Developer further reserves the right to locate any utilities necessary to include, but not limited to wells, pumping stations, siltation basins and tanks within Ashbrook on any open space or on any property designated for such use on the applicable plat of said property, or to locate same upon any property with the permission of the owner of such property. Such rights may be exercised by any licensee of the Developer but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

11. The use of the Ashbrook Lake by Property Owners and their guests, tenants, and employees shall be governed by uniform rules and regulations (the "Uniform Rules and Regulations") established and amended from time to time by the Developer, its successors and assigns.

12. The use of those portions of the Ashbrook Lake owned by the Developer, its successors and assigns, by Property Owners and their guests, tenants, and employees shall be governed by rules and regulations established and amended from time to time by the Developer which may be in addition to and may be more restrictive than the aforemen-

tioned Uniform Rules and Regulations.

13. The Developer further reserve unto themselves, their successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect and maintain security measures including, but not limited to, the right to erect fences and/or other security devices which the Developer may deem necessary for the security of Ashbrook. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide proper installation of security measures and to maintain reasonable standards of safety and appearance, and are reserved to the width and extent necessary.

14. Whenever the Developer is permitted by these covenants (including all parts hereof) to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

PART II
ADDITIONAL RESTRICTIONS TO IMPLEMENT
EFFECTUAL ENVIRONMENTAL CONTROLS

In order to protect the natural beauty of the vegetation, topography, and other natural features of all properties within Ashbrook, the following environmental controls are hereby established:

1. Topographic and vegetation characteristics of properties within Ashbrook shall not be altered by removal, reduction, cutting,

excavation or any other means without the prior written approval of the Developer, its successors or assigns. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of paragraph 1 of Part 1 of these covenants.

2. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Developer. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the property.

3. In order to implement effective and adequate erosion control, the Developer, its successors and assigns, and their agents shall have the right to enter upon any property before or after a building or structure had been constructed thereon for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention or control devices. Provided however, that prior to exercising their right to enter upon the properties for the purpose of performing any grading or landscaping work or constructing or maintaining erosion prevention or control devices, the Developer, its successors and assigns, shall give the owner of the property the opportunity to take any corrective action required by giving the owner of the property notice indicating what type of corrective action required

and specifying in that notice if immediate corrective action must be taken by the owner. If the owner of the property fails to take the corrective action specified immediately, the Developer, its successors or assigns, shall then exercise their right to enter upon the property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Developer, its successor or assigns, shall be kept as low as reasonably possible. The cost of such work, when performed by the Developer, its successor or assigns, on any property, shall be paid by the owner thereof. Entrance upon a property pursuant to the provisions of this paragraph shall not be deemed a trespass.

4. In order to implement effective insect, reptile and fire control, the Developer, its successor or assigns of their agents have the right to enter upon any property on which a building or structure had not been constructed and upon which no landscaping plan had been implemented, for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Developer detracts from the overall beauty, setting and safety for Ashbrook. The cost of this vegetation control shall be kept as low as reasonable possible and shall be paid by the owner of the property. Such entry shall not be made until thirty (30) days after the owner of the property has been notified in writing of the need of such work and unless such owner fails to perform the work within said thirty (30) day period. The provisions in this paragraph shall not be constru-

ed as an obligation on the part of the Developer to mow, clear, cut or prune any property, to provide garbage or trash removal services, or to provide water pollution control on any property. Entrance upon property pursuant to the provisions of this paragraph shall not be deemed a trespass.

5. In addition, the Developer reserves unto itself, its successor and assigns a perpetual, alienable and releasable easement and right on, over and under any property to dispense pesticides and take other action which in the opinion of the Developer is necessary or desirable to control insects and vermin, to cut fire breaks and other activities which in the opinion of the Developer are necessary or desirable to control fires on any property, or any improvements thereon. Entrance upon property pursuant to the provisions of this paragraph shall not be deemed a trespass.

6. In order to prevent excessive "run off" or drainage from any property, the Developer hereby reserves the right to establish a maximum percentage of property which may be covered by a building, patio, driveway or other structures. In the establishment of such maximum percentage the Developer may consider topography, percolation rate of the soil; soil types and conditions, vegetation cover and any other relevant environmental factors.

7. The Developer, the Association, and Owners or tenants of Property within Ashbrook have a responsibility to avoid causing material adverse effects to the beauty, quality and purity of Ashbrook Lake. In

order to insure that this responsibility is fully met, the Developer reserve the right to promulgate and amend from time to time environmental rules and regulations (hereinafter referred to as the "Environmental Rules and Regulations") which shall govern such sensitive environmental activities as erosion control measures, the application of fertilizers, pesticides, and other chemicals, and any other activities as may materially affect the waters of the lake. Failure of any Owner or tenant of Property in Ashbrook to comply with such rules and regulations shall constitute a breach of these covenants. The Developer hereby reserves unto itself, its successors and assigns, and its agents, a perpetual, alienable, and releasable easement and right on, over and under all Property in Ashbrook for the purpose of taking any action necessary to effect compliance with the Environmental Rules and Regulations or to abate any threat to the lake. The cost of such action by the Developer or its agents shall be paid by the Owner of the Property upon which the work is performed. The provisions of this paragraph shall not create any obligation on the part of the Developer to take any action to effect compliance with the Environmental Rules and Regulations, or to provide water pollution control on any Property.

8. It is expressly understood and agreed that the establishment of the criteria set forth in this Part II in no way places a burden of affirmative action on the Developer and the Developer is not bound to do any of the things noted herein except as may be undertaken at the expense of the Association.

PART III
ADDITIONAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It is the intent of the Developer to maintain and enhance (or to convey subject to open space restrictions to the Association) certain areas which the Developer has designated as "Open Space Areas" on plats recorded in the Office of the Clerk of the Circuit Court of Chesterfield County, Virginia, by the Developer. It is the further intent and purpose of these restrictions and covenants to protect, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, wildlife, game and migratory birds, enhance the value of abutting and neighboring properties adjacent to such forests, wildlife preserves, natural reservations or sanctuaries or other open spaces, and to afford and enhance recreation opportunities, preserve historical sites and implement generally the Ashbrook Master Plan of Development.

2. An easement in Open Space Areas is hereby granted to the owners of properties in Ashbrook, tenants and their guests which easement shall entitle such owners, tenants and their guests to enjoy the Open Space Areas subject to the rules and regulations of the Developer.

3. Land designated as "Open Space Areas" may be employed in the construction, maintenance, and enjoyment of the following facilities:

- (a) Social, recreational, and community buildings.
- (b) Indoor and outdoor recreational establishments.

4. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Developer to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkey and other wildlife, to make access trails or paths or boardwalks through said Open Space Areas and for the purpose of permitting observation and study of wildlife, hiking, to erect small signs throughout the Open Space Areas designating points of particular interest and attraction, and to take such other steps as are necessary and proper to further the aims and purposes of the open space community use and enjoyment thereof.

5. The Developer shall have the right to protect from erosion the land described as Open Space Area by planting trees, plants, and shrubs where and to the extent necessary or by mechanical means such as construction and maintenance of siltation basins or other means deemed expedient or necessary by the Developer. The right is likewise reserved to the Developer to take steps necessary to provide and insure adequate drainage ways in open space, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities.

6. The Developer reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement of right to go on, over and under the ground to erect, maintain and use electric, cable television, telephone poles, wires, cables, conduits, drainage ways, sewers, water mains, and other suitable equipment, any and all easements in

their sole discretion they deem necessary, gas, sewer, water drainage or other public conveniences or utilities in said Open Space Areas. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Developer further reserves the right to locate wells, pumping stations and water pressure regulating vaults within such Open Space Areas. Such rights may be exercised by any licensee or assignee of the Developer but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

7. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of open space property within Ashbrook except as following:

(a) The provisions of this paragraph shall not prohibit the Developer from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.) and mobile radio systems or other similar systems within Ashbrook; and

(b) Should C.A.T.V. services be unavailable and good television reception not be otherwise available, an association owner may make written application to the Developer for permission to install a television antenna and such permission shall not be unreasonably withheld,

but the location of said antenna shall be at the sole discretion of the Developer.

8. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Areas, except as temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as open space.

9. The granting of the easement in the Open Space Areas in this part in no way grants to the public or to the owners of any land outside Ashbrook the right to enter such open space without the express permission of the Developer.

10. The Developer expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said open space, in a manner not inconsistent with the provisions of this Declaration.

11. The Developer further reserves the right to convey "Open Space Areas" to the Association and it is the Developer intention to do so. Such conveyance shall be made subject to provisions of this Article. As an appurtenance to such conveyances the Association shall have all of the powers, immunities and privileges reserved unto the Developer with respect to and including the obligation to maintain and enhance set out in paragraph 1 of this document. Property conveyed to the Association pursuant to the authority of this paragraph 11 shall become "Common Properties", as prescribed by the "Declaration of Covenants and Restrictions of Ashbrook Community Association, Inc. and the S & B Development Company of Virginia, Inc." to be recorded in the Clerk's Office of the

Circuit Court of Chesterfield County, Virginia, contemporaneously herewith.

12. Where the Developer is permitted by these covenants to develop, correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

13. It is expressly understood and agreed that the granting of the easements set out in this Part III in no way places a burden of affirmative action on the Developer, that the Developer is not bound to make any of the improvements noted herein, or extend to any property owner any service of any kind, except as such may be undertaken at the expense of the Association.

PART IV

SINGLE FAMILY COVENANTS

(1) (a) All lots in said Residential Areas shall be used for residential purposes exclusively. The use of a portion of a dwelling on a lot as an office by the owner or tenant thereof shall be considered a residential use if such use does not create customer or client traffic to and from the lot. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling and one (1) small accessory building which may be a detached private garage, provided the use of such accessory building does not overcrowd the site and provided further, that such

building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

(b) A guest suite or like facility without a kitchen may be a part of the accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such suite would not result in over-crowding the site.

(c) The provisions of this paragraph one (1) shall not prohibit the Developer from using a house or other dwelling units as models.

2. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction the owner of the lot and/or the Developer shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition and if special environmental control measures are deemed necessary by the Developer, these measures may be required of the contractor or owner.

3. Each lot owner shall provide a screened area to serve as a

service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Developer prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground.

4. No mobile home, trailer, tent, barn, or other similar out building or structure shall be placed on any lot at any time, either temporarily or permanently. Boats, boat trailers, campers, recreational vehicles, or utility trailers may be maintained on a lot, but only within an enclosed or screened area approved by the Developer such that they are not generally visible from adjacent properties and streets.

5. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a lot by a contractor shall be subject to reasonable aesthetic control by the Developer.

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

(a) The provisions of this paragraph shall not prohibit the Developer from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V) and mobile radio systems or other similar systems within Ashbrook; and

(b) Should C.A.T.V. services be unavailable and good television reception not be otherwise available, a lot owner may make written application to the Developer for permission to install a television antenna, and the decision of the Developer to grant said permission shall be in the Developer's sole discretion and shall be final.

7. No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Chesterfield County, except with the written consent of the Developer. However, the Developer hereby expressly reserves to itself, its successors, or assigns, the right to replat any lot or lots owned by them and shown on the plat of any subdivision within Ashbrook in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted lots. The

provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

8. No live cattle, hogs or goats shall be allowed on any lot, nor shall any obnoxious or offensive trade or activity be carried on thereon, nor shall anything be done thereon which shall be or become an annoyance or nuisance to a good residential neighborhood.

9. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of state and local public health authorities and approval by the Developer. Approval of such systems as installed shall be obtained from such authority. Permanent structures shall not be constructed in and/or over the area designated as the reserved drainfield site for the lot.

PART V
ADDITIONS, LIMITATIONS; DURATION AND
VIOLATION OF COVENANTS TOGETHER WITH AFTERWORD

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Developer

for a period of thirty (30) years from the execution date of this Declaration after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of property substantially affected by a change in covenants, has been recorded agreeing to change said covenants in whole or in part. Unless the contrary all be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties shown on (a) the plats showing the properties to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the property shown on plats identified in (a) recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Developer and/or the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing the Developer and/or the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure which is in violation of these restrictions, to enter upon such property

where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Developer reserves in each instance the right at any time to add additional restrictive covenants in respect to lands conveyed in the future in Ashbrook, or to limit there the application of these covenants or to amend these covenants as they apply to Ashbrook. The right to add additional restrictions or to limit the application of these covenants or to amend these covenants as they may apply to Ashbrook shall be reasonably exercised.

4. The Developer shall not be liable to an owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Developer whether given, granted or withheld.

5. The Developer reserves the right to assign in whole or in part to the Association their rights reserved in these covenants, to grant approvals (or disapprovals), to establish rules and regulations, and all other rights reserved herein by the Developer including but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such rights, the Association shall assume all of the Developer's obligations which are incident thereto (if any) and the Developer shall have no further obligation or liability with respect thereto.

The assignment of such right or rights by the Developer to the Association shall be made by written instrument which shall be recorded in said Clerk's Office.

6. Ashbrook Community Association, Inc., has established and published certain covenants and land use restrictions affecting properties in Ashbrook. Said covenants are to be recorded contemporaneously herewith in the Land Records in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia. Properties and owners of property subject to these covenants shall also be subject to the provisions of the said covenants established by Ashbrook Community Association, Inc.

7. Other Agreements. Notwithstanding anything contained herein to the contrary, all the provisions of these covenants shall be subject to and conform with the provisions of (i) the Zoning Ordinance of the County of Chesterfield, Virginia, and the rules and regulations promulgated thereunder, as may from time to time hereafter be amended or modified, (ii) the Master Plan for the development of Ashbrook as approved by the Planning Commission of the County of Chesterfield as may from time to time hereafter be amended or modified.

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

Dated this 22nd day of August, 1985.

S & B DEVELOPMENT COMPANY OF VIRGINIA, INC., a Virginia corporation

BY: David J. Sowers
David J. Sowers, President

CITY OF RICHMOND
STATE OF VIRGINIA

The foregoing instrument was acknowledged before me on the 22nd day of August, 1985 by David J. Sowers, President of S & B Development Company, Virginia, Inc., a Virginia corporation.

My commission expires: 6.17.89.

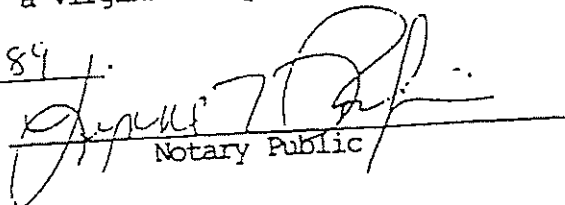

Notary Public

EXHIBIT "A"

All those certain lots or parcels of land located in Matoaca District, Chesterfield County, Virginia, and designated as Section 1, Ashbrook as shown on plat by J. K. Timmons & Associates, Inc., dated July 16, 1985, and recorded in Plat Book 50, pages 16 through 22, to which reference is made for a more particular description of said property.

BEING part of the same real estate conveyed to S & B Development Company of Virginia, Inc., a Virginia corporation, by Deed from Howard W. Hancock, Jr., et al, dated June 14, 1983, and recorded June 23, 1983, in the Clerk's Office, Circuit Court of Chesterfield County, Virginia, in Deed Book 1614, page 289.

VIRGINIA:

In the Clerk's Office of the Circuit Court of Chesterfield County, the *24th* day of *Aug* 19 *85* this Deed was presented and with the certificate admitted to record at *9:47* o'clock *A*. M. The tax imposed by Section 58.1-802 in the amount of \$ has been paid.

Teste:

Ronald P. [Signature]

CLERK

Mailed to:
Ayers & Ayers
8/27/85

RETURN TO:
AYERS & AYERS
SUITE 209, HAMILTON PLACE
1301 N. HAMILTON STREET
RICHMOND, VA 23230

BOOK 1722 PAGE 1804

DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE ASHBROOK COMMUNITY ASSOCIATION, INC.
AND S & B DEVELOPMENT COMPANY OF VIRGINIA, INC.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to Ashbrook Community Association, Inc., a Virginia non-stock, non-profit corporation, its successors and assigns.

(b) "Ashbrook" when used herein shall refer to the lands in Chesterfield County, Virginia, which are shown as a part of the Developers' Master Development Plan as revised from time to time, which plan has been filed with and approved by the Chesterfield County Planning Commission and is in the office of the Chesterfield Community Development Department.

(c) "Developer" shall refer to S & B Development Company of Virginia, Inc., a Virginia corporation, its successors and assigns.

(d) The "Properties" shall mean and refer to the Existing Property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions of Article II hereof.

(e) "Residential Lot" shall mean any subdivided parcel of land located within the Properties for which no building permit has been issued by the appropriate governmental authorities and which parcel is

intended for use as a site for a Family Dwelling Unit as shown upon any recorded subdivision map of any part of the Properties. No parcel shall, however, be classified as a Residential Lot until the first day of the quarter of the year following the recording of a plat in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, showing such Residential Lot.

(f) "Unsubdivided Land" shall mean and refer to all land in the Existing Property described in Article II hereof and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions of Article II hereof which has not been subdivided into Residential Lots. For the purposes of this Declaration, the following classifications of Property shall not be deemed "Unsubdivided Land" and shall be expressly excepted from the definition thereof:

(1) All lands committed to the Association through express, written notification by the Developers to the Association of intent to convey to the Association.

(2) All lands designated on the Master Plan for intended use, or by actual use if applicable, for indoor and outdoor recreation facilities, dependencies for the aforesaid recreational facilities, cultural, instructional, charitable and community facilities, operating farms and/or animal pastures; woodland marsh and swamp conservancies.

(3) All lands designated, in any way, as Common Properties.

(g) "Family Dwelling Unit" shall mean and refer to any improved property or any property for which a building permit has been issued by the appropriate governmental authorities, which property is intended for use as a Single Family Dwelling, including without limitation Single

Family Detached Dwelling, Single Family Duplex Unit, Patio Home (zero lot line), Condominium Unit, Townhouse Unit, Cooperative Apartments and Apartment Units.

(h) "Owner" shall mean and refer to the Owner as shown by the Land Records in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot situated upon the Properties, but notwithstanding any applicable theory of a deed of trust, shall not mean or refer to the mortgagee or holder of a deed of trust, its successors or assigns, unless and until such mortgagee or holder of a deed of trust has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Circuit Court of Chesterfield County, Virginia, a long-term contract of sale covering any Lot or Parcel of land within the Properties, the Owner of such Lot or Parcel of land shall be the Purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the Purchaser is required to make payments for the Property for a period extending beyond nine (9) months from the date of the contract, and where the Purchaser does not receive title to the Property until such payments are made, although the Purchaser is given the use of said Property.

(i) "Tenant" shall mean and refer to the lessee under a written agreement for the rent and hire of a Dwelling Unit.

(j) "Resident" shall mean and refer to each Owner and Tenant of a Dwelling Unit who resides in Ashbrook.

(k) "Member" shall mean and refer to all those Owners and Tenants who are Members of the Association as defined in Section 1 of Article III.

(l) "Master Plan" shall mean and refer to the drawing which represents the conceptual plan for the future development of Ashbrook. Since the concept of the future development of Ashbrook is subject to continuing revision and change by the Developers, present and future reference to the "Master Plan" shall be references to the latest revision thereof. Said plan is on file in the Chesterfield County Department of Community Development.

(m) "Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are deeded to the Association and designated in said deed as "Common Properties". The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated a "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the Developer, Residents and their guest, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association.

(n) "Referendum" shall mean and refer to the power of all or some specific portion of the Members to vote by mailed ballots on certain actions by the Board of Directors of the Association more particularly set forth herein including, without limitation: the levy of any Special

Assessment; the levy of any Capital Assessment; the increase of the maximum regular annual addition and deletion of functions or services which the Association is authorized to perform. In the event fifty-one (51) percent of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members, provided, however, that if a higher percentage is required to "pass" it shall control in that instance.

ARTICLE II

SECTION 1 - Existing Property: The real property which is, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these Covenants is described as follows:

All that tract or parcel of land, situate, lying and being in Chesterfield County, Virginia, which is more particularly described in Exhibit "A" attached hereto and by specific reference made a part hereof.

All of the real property hereinabove described shall sometimes be referred to herein as the "Existing Property." The Developer intends to develop the Existing Property in accordance with a Master Plan filed with the Chesterfield County Planning Commission. The Developer reserves the right to review and modify the Master Plan at their sole discretion from time to time based upon their continuing research and design program. The Master Plan shall not bind the Developer, its successors and assigns to adhere to the Master Plan in the development of the land shown thereon. Subject to their right to modify, the Master

Plan as stated herein, the Developer shall convey to the Association properties designated for such conveyance and, in addition, may at their option convey to the Association as provided in Article IV those parcels of land designated on the Master Plan as properties which may be transferred to the Association, as in the reasonable exercise of their discretion, they so choose without regard to the relative location of such portions or sections within the overall plan. Once conveyed to the Association, these properties shall become Common Properties. The Developer shall not be required to follow any predetermined sequence or order of improvements and development; and, it may bring within the plan of these Covenants additional lands, and develop the same before completing the development of the Existing Property. Other than as stated in this paragraph, the Developer shall have full power to add to, subtract from, or make changes in the Master Plan regardless of the fact that such actions may alter the relative maximum potential voting strength of the various types of membership of the Association.

SECTION 2 - Additions to Existing Property: Additional lands may become subject to, but not limited to, this Declaration in the following manner:

(a) Additions: During the period of development, the Developer, its successors and assigns, shall have the right without further consent of the Association to bring additional contiguous property within the plan and operation of this Declaration. The additions authorized under this and the succeeding subsection shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the

Covenants and Restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and/or modifications of the Covenants and Restrictions contained in the Declaration as may be necessary or convenient, in the sole judgment of the Developer, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration, but such modifications shall have no effect on the property described in Section 1, Article II above.

(b) Additional contiguous lands which become subject to this Declaration under the provisions of this Section II may in the future be referred to as a part of Ashbrook.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1 - Membership: Every Owner and Tenant shall be a Member of the Association. The Developer shall be a Member of the Association. Every Owner shall be required to submit the name(s) of his Tenants and the duration of their tenancy to the Secretary of the Association. The Association may issue to each Member a Membership Card which shall expire upon termination of a Tenant's Lease or upon sale by an Owner of his property in Ashbrook.

SECTION 2 - Voting Rights: The Association shall have two (2) types of regular voting membership and one (1) type of special voting membership which provides the Owners with the power to elect a portion of the Board of Directors:

TYPE "A": Type "A" Members shall be all Owners, excluding the Developer or its successors and assigns, of Residential Lots, and/or Tenants occupying Family Dwelling Units. A Type "A" Member shall be entitled to two (2) votes except that if a Family Dwelling Unit is occupied by a Tenant as his principal residence, the Owner shall be entitled to one (1) vote and the Tenant shall be entitled to one (1) vote.

TYPE "B": The Type "B" Member shall be the Developer or its successors or assigns. The Type "B" Member shall be entitled to cast votes for the election of Members of the Board of Directors as set out in Section 4 of Article III:

When any property entitling the Owner to membership as a Type "A" or "B" Member of the Association is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, their acts with respect to voting shall have the following effect:

- (1) If only one (1) votes, in person or by proxy, his act shall bind all;
- (2) If more than one (1) vote, in person or by proxy, the act of the majority so voting shall bind all;

(3) If more than one (1) vote, in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled to its proportionate share of the vote or votes;

(4) If the instrument or order filed with the Secretary of the Association shows that any such Tenancy is held in unequal interest, a majority or even split under subparagraphs (2) and (3) immediately above shall be a majority or an even split in interest respectively in the property to which the vote(s) is attributable;

(5) The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections and for the purpose of ascertaining the presence of a quorum.

The voting rights of any Owner may be assigned by said Owner to his lessee; provided, however, that the Owner may not assign to such lessee any vote or votes not attributable to the property actually leased by such lessee.

SECTION 3 - Governance: The Association shall be governed by a Board of Directors consisting of 5 members. Initially, the terms of such Directors in subsequent years are to be determined in accordance with the provisions of the Articles of Incorporation of the Association. Except as may be otherwise provided in the Articles of Incorporation, there shall be two (2) classes of Directors.

SECTION 4 - Election of the Board of Directors:

(a) Each Member of Type "A" and "B" Membership class shall be entitled to as many votes as equals the number of votes he is entitled to, based on his Ownership of or Tenancy in a residential lot or dwelling unit as computed by the formula set out hereinabove in Section 2

hereof, multiplied by the number of Directors to be elected by Type "A" Members. Members may cast all of such votes for any one (1) director or may distribute them among the number to be elected by Type "A" Members, or any two (2) or more of them, as he may see fit, provided, however, that all votes must be cast in whole numbers and not fractions thereof. This right when exercised, is termed cumulative voting. Members, except the Type "B" Membership, are divided into classes for the sole purpose of computing voting rights and shall not vote as a class.

(b) The Type "A" Members shall elect the Class I Director(s) and Type "B" Members shall elect the Class II Director(s) according to the following formula:

(1) The number of Class I Directors shall be determined by (a) dividing the number of Residential Lots owned by Type "A" members by 5, and (b) then multiplying the resulting quotient by the total number of Directors and (c) rounding the result to the nearest whole number, e.g., 1.51 = 2; e.g. 1.49 = 1. In any event, there shall be at least one (1) Class I Director.

(2) The number of Class II Directors shall be determined by subtracting the number of Class I Directors from the total number of Directors.

(3) For the purposes of this formula, the number of Residential lots owned by Type "A" members shall be determined by the Board of Directors as of the date on which notice of the meeting of the members at which the Board of Directors is to be elected is mailed.

SECTION 5 - Members to Have Power of Referendum in Certain Instances:

Where specifically provided for herein, the Members or some specific

portion thereof, shall have the power to approve or reject certain actions proposed to be taken by the Association by Referendum including, without limitation, the levy by the Association of any special assessment, or any capital assessment, the increase of maximum assessments by the Association in excess of that provided for herein, and the addition or deletion of functions or services which the Association in excess of that provided for herein, and the addition or deletion of functions or services which the Association is authorized to perform. In the event sixty-six (66) per cent, or more, of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions therefor. At any time that the Type "A" Members have the ability to elect a majority of the Board of Directors, the Members may require a Referendum on any action of the Board of Directors by presenting to the Secretary of the Board, within thirty (30) days of the taking of such action or ratification by the Board of its intent to take such action, a petition signed by not less than twenty-five (25%) per cent of the Members requesting said Referendum.

SECTION 6 - Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association: The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast twenty-five (25) percent of the total of the Membership shall constitute a quorum. In the event the required quorum is not present at the first meeting, a second meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such second meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article III, Section 6, and any other requirements for such "duly called meeting" which may be established by the By-Laws of the Association. This provision shall not apply when the proposed action is the Amendment of this Declaration and the quorum requirement established by Article VIII, Section 2 shall govern in that instance. For the purpose of this section, "proper notice" shall be deemed to be given when given each Member not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

SECTION 7 - Proxies: All Members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing, provided, however, that proxies shall not be required for any action which is subject to a Referendum, in which case the votes of all the Members polled shall be made by specially provided ballots mailed or delivered to the Association.

SECTION 8 - Ballots By Mail: When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association, a statement of certain motions to be introduced for vote of the Members and a ballot on which each Member may vote for or against the motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out in Section 6 of this Article III. Provided, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES:

SECTION 1 - Members' Easements of Enjoyment in Common Properties:

Subject to the provisions of these Covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every Type "A" and Type "B" Member, and every guest of such Type "A" and Type "B" Member shall have a right of easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Residential Lot or any Unsubdivided Land.

Employees of the Type "B" Member shall have access to and enjoyment of the Common Properties subject to rules and regulations and user fees established by the Board of Directors.

A Member's spouse and children who reside with such Member in Ashbrook shall have the same easement of enjoyment hereunder as a Member.

In those instances where a residential lot or residential Dwelling Unit or other property in Ashbrook is owned or occupied as a Tenant by two (2) or more persons (who do not have the relationship of spouse, parent, or child, one to the other) or by a corporation, such joint owners and corporations shall annually appoint no more than three (3) persons as the "Primary Members." Such Primary Members shall have the same easement of enjoyment in the Common Properties as Members who own or occupy such property singularly.

SECTION 2 - Title to Common Properties: The Developer covenants for themselves, their successors and assigns, that they shall convey to the Association, by deed those parcels of land and facilities described in Section 4 of this Article IV hereof, within two (2) years after the Developers has completed improvements thereon, or when said Developers have transferred legal or equitable ownership of at least 75% of the lots within the subdivision, unless otherwise specified herein. Upon such conveyance, or upon completion of any improvements thereon by the Developer, if such be required, such that the facility is functionally complete, the Association shall immediately become responsible for all maintenance, operation and such additional construction of improvements as may be authorized by the Association's Board of Directors subject to the Declaration of Rights, Restrictions, Affirmative Obligations, and Conditions Applicable to All Property in Ashbrook. It is the purpose of this provision to provide that the Association shall be responsible for all maintenance of Common Properties upon which all improvements required to be made by the Developer have been completed, notwithstanding the fact that the Developer is not obligated to convey such properties to

the Association until two (2) years after such improvements have been completed thereon unless otherwise specified herein.

Natural areas, trail areas, etc. shall be conveyed in large or small parcels from time to time after the Developer has completed the surveying and platting of all adjacent subdivisions for Single Family Homes which may abut such natural areas, trail areas, etc. The Developer covenants for itself, its successors and assigns, that it shall convey by deed to the Association all such properties within two (2) years of notification to the Association, in writing, of their intent to convey such properties, provided, however, that in the case of Common Properties upon which improvements are required to be made by the Developer, such notification of "intent to convey" shall not be deemed to be made until such time as the improvements have been completed such that the facility is functionally complete. Such notification will not normally show metes and bounds and, in any event, the metes and bounds as shown on the recorded plat and/or deed may be conveyed to the Association subject to:

- (1) All Restrictive Covenants of record at the time of the conveyance.
- (2) All existing mortgages; and
- (3) A reservation by the Developer of the right to substitute or add new mortgages thereon, provided, however, that in no event shall the Association be obligated to assume the payment of principal or interest on any such mortgages. The obligation to make payments of principal and interest in accordance with their due dates on all mortgages affecting property conveyed to the Association shall continue to be sole obligation of the Developer. Notwithstanding anything in the foregoing to

the contrary the Developer shall not be required to convey the above referred to parcels where such conveyance would be prohibited under agreements existing on the date hereof, but, in such case, shall be allowed to postpone such conveyance, without penalty, until such time as said prohibition may be nullified.

SECTION 3 - Extent of Members' Easements: The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its By-Laws, to borrow money from the Developer or any lender for the purpose of improving and/or maintaining the Common Properties, and providing services authorized herein and in aid thereof to mortgage said properties.

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosures; and

(c) The right of the Association, to suspend the rights and easements of enjoyment of any Member or Tenant or Guest of any Member for any period during which the payment of any assessment against property owned by such Member remains delinquent and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment.

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties and any facilities included therein provided, however, that such rights of the Association

shall not be construed to impair or qualify the Developers' rights of ingress and egress to its property.

(e) The right of the Developers or the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility or drainage easements on any part of the Common Properties.

(f) The right of the Association to give or sell all or part of the Common Properties to any public agency, authority, public service district, utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedication, transfers and determinations as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established by Article III, Section 6, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership.

SECTION 4 - The Developer covenants for itself, its successors and assigns, that, unless otherwise designated on the Master Plan or herein, they shall convey to the Association, by deed, certain proper-

ties design on the Developers Master Plan as "Open Space" including the properties listed below. Such conveyance shall be subject to all the restrictions and limitations of the various Articles of this Declaration, and any other restrictions and limitations of record and shall include the following:

At least 62 acres of Open Space designated as such on the Developers' Master Plan or subdivision plat(s) recorded in Clerk's Office of the Circuit Court of Chesterfield County, Virginia. The Developer may but shall not be required to convey to the Association additional Open Space when in its sole discretion it deems it advisable to do so.

ARTICLE V

COVENANTS FOR ASSESSMENTS

SECTION 1 - Creation of the Lien and Personal Obligations of

Assessments: The Developer covenants, and each Owner of any Residential Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (a) Annual Assessments or charges, and (b) Special Assessments or charges for the purposes set forth in this Article, 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 therefor as hereinafter provided, shall be a charge and continuing lien on the real property and improvement thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection

thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Lot and/or Family Dwelling Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

SECTION 2 - Purpose of Assessments: The Annual Assessment levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement and operation of the Common Properties.

SECTION 3 - Application of "Maximum" Assessment: The Maximum Regular Annual Assessment, as set forth in the schedule hereinbelow, and as is annually adjusted pursuant to the provisions of subparagraph (k) below, shall be levied by the Association. If, however, the Board of the Association, by majority vote, determines that the important and essential functions of the Association may be properly funded by an assessment less than the Maximum Regular Annual Assessment, it may levy such lesser assessment. Provided, however, so long as the Developer is engaged in the development of properties which are subject to the terms of this Declaration, The Association may not reduce assessments below those set out in Section 3(a) immediately below without the written consent of the Developer. The levy of an assessment less than the Maximum Regular Annual Assessment in one (1) year shall not affect the Board's right to levy an Annual Assessment equal to the Maximum Regular Annual Assessment in Subsequent years. If the Board of Directors shall levy less than the Maximum Regular Annual Assessment for any assessment year and thereafter, during such assessment year, determine that the

important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by majority vote, levy a Supplemental Assessment. In no event shall the sum of the initial and supplemental annual assessments for that year exceed the applicable Maximum Regular Annual Assessment.

If the Board of the Association, by majority vote, determines that the important and essential functions of the Association will not be properly funded by the Maximum Regular Annual Assessment in any one (1) year or in any one (1) year and subsequent years, it may call a Referendum requesting approval of a specified increase in the Maximum Regular Annual Assessment for either one (1) year only, or for that one (1) year and all subsequent years. Should fifty-one (51%) per cent of the votes cast in such Referendum be in favor of such Referendum, the proposed increased Maximum Regular Annual Assessment shall be deemed approved and may be levied by the Board. An increase in the Maximum Regular Annual Assessment for one (1) year only pursuant to a Referendum taken shall in no way affect the Maximum Regular Annual Assessment for subsequent years or increases thereof in subsequent years.

(a) The maximum Regular Annual Assessment shall be the sums calculated in accordance with the following schedule, as may be increased in each instance by an inflation adjuster as set forth in Section 3(k) of this Article and as may be increased pursuant to referendum, as set forth immediately above:

<u>Property Type</u>	<u>Initial Annual Assessment</u>
Unimproved Lots owned by Developer (unimproved on last day of year)	- 0 -
Unimproved Lots not owned by Developer (unimproved on last day of year)	\$ 75.00

Single Family Dwelling Unit
(assessed in this category beginning
the 1st day of January after issuance
of building permit) \$ 120.00

(b) Property shall not be classified for purposes of these Covenants until the first day of the quarter of the year following the recording of a plat in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, showing such Residential Lot.

(c) Assessments shall be billed annually, quarterly, monthly, in advance, or on such other basis as may be determined by Board of Directors. The billing schedule shall be the same for all properties of a specified category, however, the Board of Directors, in its discretion, may establish different schedules for the billing of assessments due from different categories of property. All assessment bills shall be due and payable ninety (90), thirty (30), or fifteen (15) days from the date of mailing of same as determined by the Board of Directors unless the Board of Directors elects to utilize a Billing Agent in which event the Billing Agent shall set the date on which assessment bills shall be due and payable.

(d) The Board of Directors may authorize a Billing Agent to collect the Assessments provided for herein.

(e) All assessments charged by the Association shall be rounded off to the nearest dollar.

(f) From and after January 1, 1985, the Maximum Regular Annual Assessment shall be increased each year by the Board of Directors of the Association by an amount of ten (10%) per cent per year over the previous year, or the percentage increase between the first month and

the last month on an annual assessment period in the Consumer Price Index, U. S. City Average, All Items (1967-100) (hereafter "C. P. I.") issued by the U. S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U. S. City Average and Selected Areas" whichever of these two percentage figures is larger. If the Board of Directors so determines, the Maximum Regular Annual Assessment may be increased less than the larger of the two percentage figures described immediately above, but not without the consent of the Developer so long as the Developer is engaged in the development of properties which are subject to the terms of this Declaration. The Board of Directors may adopt another index or indicator of inflation which it deems more appropriate but the consent of the Developer shall be required so long as the Developer is engaged in the development of properties which are subject to the terms of this Declaration.

SECTION 4 - Special Assessment for Improvements and Additions: In addition to the Maximum Regular Annual Assessment authorized by Section 3 hereof, the Association may levy Special Assessments, for the following purposes;

- (a) Construction or reconstruction, repair or replacement of capital improvements upon the Common Properties including the necessary fixtures and personal property related thereto.
- (b) For additions to the Common Properties.
- (c) To provide for the necessary facilities and equipment to offer the services authorized herein.
- (d) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein.

(e) Such Special Assessment before being charged must have received the assent of two-thirds (2/3's) of the votes of the Members, exclusive of the Developers votes, responding to a mail Referendum within thirty (30) days of mailing. The mail Referendum shall include one (1) statement from the Directors favoring the special assessment and one (1) statement from those Directors opposing the special assessment containing the reasons for those Directors' support or opposition for the assessment. Neither statement shall exceed three (3) pages in length.

This provision shall be interpreted to mean that the Association may make in any one (1) year an Annual Assessment up to the maximum set forth in Section 3 of this Article V, plus an additional Special Assessment. Such Special Assessment in any one (1) year may not exceed a sum equal to the amount of the Maximum Regular Annual Assessment for such year except for emergency or repairs required as a result of storm, fire, natural disasters, or other casualty loss. The fact that the Association has made an Annual Assessment for an amount up to the Maximum Regular Annual Assessment shall not affect its right to make a Special Assessment during the year.

The proportion of each Special Assessment to be paid by the Owners of assessable property shall be equal to the proportion of the Annual Assessment made for the assessment year during which such Special Assessments are approved by the Members.

SECTION 5 - Reserve Funds: The Association may establish a reserve fund from its Annual Assessments to be held in an interest bearing account as a reserve for:

- (a) Major rehabilitation or major repairs;

(b) For emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss, and;

(c) Initial costs of any new service to be performed by the Association.

SECTION 6 - Quorum for any Action Authorized Under This Article:

The quorum required for any action authorized to be taken by the Association Members under this Article shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Article the presence at the meeting of Members or proxies entitled to cast twenty-five (25%) percent of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and there shall be no quorum requirement.

SECTION 7 - Date of Commencement of Annual Assessments Due Date:

Notwithstanding anything in the foregoing to the contrary, the Annual Assessments provided for herein shall commence no earlier than January 1, 1986.

SECTION 8 - Duties of the Board of Directors: The Board of Directors of the Association shall fix the amount of the Assessment against each Residential Lot and shall, at that time, direct the preparation of an index of the properties and assessments applicable thereto which shall be open to inspection by any Member. Written notice of assessment shall thereupon be sent to every Member subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said Assessment a certificate in writing signed by an Officer of the Association, setting forth whether said Assessment has been paid.

Such certificate shall be conclusive evidence against all but the Owner of payment of any Assessment therein stated to have been paid. If the Board of Directors authorizes a Billing Agent to collect assessments, the Certificate of the said Billing Agent shall be conclusive evidence against all but the Owner, of payment of any assessment therein stated to have been paid.

SECTION 9 - Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of Association: If the Assessment is not paid on or before the past due date as determined and established by the Board of Directors of the Association, then such Assessment shall become delinquent and shall (together with interest thereon at the maximum annual rate permitted by law from the due date and cost of collection thereof as hereinafter provided) become a charge against the then Owner, his heir, devisees, personal representatives, tenants, and assigns and continuing lien on the land and all improvements thereon.

If the assessment is not paid within thirty (30) days after the past due date, the Association may bring an action at law against the Owner personally and there shall be added to the amount of such assessment the costs of preparing the filing and prosecuting the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable charge for attorney's fees together with the costs of the action.

If the Board of Directors of the Association elects to utilize a Billing Agent to collect assessments, interest which shall accrue on

past due sums shall be maximum interest rate which such agent may lawfully charge.

SECTION 10 - Subordination of the Lien to Deeds of Trust: The Lien of the assessments provided for herein shall be subordinate to the lien of any deed or deeds of trust now or hereafter placed upon the properties subject to assessment. In the event a creditor acquires title to the property pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, said creditor shall not be subject to assessments. Such sale or transfer shall not relieve such property from liability for any assessments accruing after conveyance by the creditor to a subsequent Owner.

SECTION 11 - Exempt Property: The following property, individuals, partnerships or corporations, subject to this Declaration shall be exempted from the assessment, charge and lien created herein:

(a) The grantee in conveyances made for the purpose of granting utility easements;

(b) All lands committed to the Association through express, written notification by the Owners to the Association of intent to convey to the Association;

(c) All lands designated on the Master Plan for intended use, or by actual use if applicable, for outdoor recreation facilities; woodland, lake, marsh and swamp conservancies.

(d) All lands designated, in any way, as Common Properties;

(e) Property which is used for the maintenance, operation, and service of facilities within Common Properties;

(f) Property which is used for the maintenance, operation, and service of utilities within the Properties;

(g) Property which is acquired by a creditor pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, provided, however, that such property shall not be exempted from liability for any assessments accruing after conveyance by the creditor to a subsequent Owner.

SECTION 12 - Annual Statements: The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association, provided, however, that this requirement shall be construed to apply only to creditors of more than ONE THOUSAND AND NO/100THS (\$1,000.00), such Officer shall furnish to each Member of the Association who may make request therefor in writing, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

SECTION 13 - Annual Budget: The Board of Directors shall prepare and make available to all Members, at least sixty (60) days prior to the first day of the following year, a budget outlining anticipated receipts and expenses for the following year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.

ARTICLE VI

FUNCTIONS OF ASSOCIATION

SECTION 1 - Ownership and Maintenance of Common Properties: The association shall be authorized to own and/or maintain (subject to the requirements of the Planning Commission of Chesterfield County, Virginia) Common Properties, equipment, furnishings, and improvements devoted to the following uses:

- (a) For roads or roadways, road medians, cul-de-sac islands and parkways along said roads or roadways throughout the Properties.
- (b) For sidewalks, walking paths or trails, bicycle paths and bridle paths throughout the properties;
- (c) For security and fire protection services including security stations, maintenance building and/or guardhouses, police equipment and fire fighting equipment, and buildings used in maintenance functions;
- (d) For providing any of the services which the Association is authorized to offer under Section 2 of this Article VI;
- (e) For purposes set out in deeds by which Common Properties are conveyed to the Association, provided that such purposes shall be approved by the Members of the Association as set out in Section 3 of this Article VI.
- (f) For lakes, play fields, tennis and swimming facilities, parks, wildlife areas, fishing facilities, other recreational facilities of any nature, dependencies for the aforesaid recreational facilities and community meeting, cultural and instructional facilities serving the Properties; and

(g) For water and sewage facilities and any other utilities if not adequately provided by a private utility, Chesterfield County or some other public body.

SECTION 2 - Services: The Association shall be authorized (unless prohibited by requirements of the Planning Commission of Chesterfield County, Virginia) but not required to provide the following services:

(a) Cleanup and maintenance of all roads, roadways, road medians, cul-de-sac islands, parkways, lakes and other Common Properties, within the Properties and also all public properties which are located within or in a reasonable proximity to the Properties such that their deterioration would affect the appearance of the Properties as a whole;

(b) Landscaping of roads and parkways, sidewalks and walking paths and any Common Properties;

(c) Lighting of roads, sidewalks and walking paths throughout the Properties;

(d) Police protection and security, including, but not limited to the employment of police and security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Existing Property, and assistance in the apprehension and prosecution of persons who violate the laws of the Commonwealth of Virginia within the Properties;

(e) Fire protection and prevention;

(f) Garbage and trash collection and disposal;

(g) Insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the State or local governments;

(h) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document;

(i) Maintenance of all lakes and lagoons located within the properties, including the stocking of such lakes and lagoons;

(j) To take any and all actions necessary to enforce all Covenants and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any Covenants or restrictions applicable to the Properties;

(k) To set up and operate an Architectural Review Board in the event that the Association is designated by the Developer as the agent of the Developer for such purpose;

(l) To conduct recreation, sport, craft, and cultural programs of interest to Members, their children and guests;

(m) To provide for the improvement of air and water quality within the Properties;

(n) To provide safety equipment for storm emergencies;

(o) To construct improvements on Common Properties, for use for any of the purposes or as may be required to provide the services as authorized in this Article;

(p) To provide administrative services, including, but not limited to legal, accounting, financial and communication services informing members of activities, notices of meetings, referendums, etc., incident to the above listed services;

(q) To provide liability and hazard insurance covering improvements and activities on the Common Properties;

(r) To provide water, sewage and any necessary utility services not provided by a public body, private utility or the Developer.

SECTION 4 - Obligation of the Association: The Association shall not be obligated to carry out or offer any of the functions and services specified by the provisions of this Article. The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. Special Assessment shall be submitted for Referendum as herein provided. The functions and services which the Association is authorized to carry out or to provide, may be added or reduced at any time upon the affirmative vote of two-thirds (2/3's) or more Class "A" Members voting in a Referendum Members conducted by the Board of Directors under the same procedures as for a Special Assessment.

SECTION 5 - Mortgage and Pledge: The Board of Directors of the Association shall have the power and authority to mortgage any or all of the property of the Association and to pledge the revenues of the Association as security for loans made to the Association, which loans shall be used by the Association in performing its authorized functions. The Developer may, but shall not be required to make loans to the Association, subject to approval by the Developer of the use to which such loan proceeds will be put and the terms pursuant to which such loans will be repaid. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the limits of the Regular Annual Assessment at any time there are outstanding any

amounts due the Developer as repayment of any loans made by the Developer to the Association.

ARTICLE VII

ARCHITECTURAL CONTROL

SECTION 1 - Architectural Review: No building, wall, fence, pier, deck, swimming pool, or other structure shall be commenced, erected, or maintained upon the Common Properties, nor shall any landscaping be done, nor shall any exterior addition to any existing structure or change or alteration therein, be made until the plans and specifications therefor showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Review Board. This paragraph shall not apply to any property utilized by a governmental entity or institution.

The Architectural Review Board shall be composed of at three (3) Members, all of whom shall be appointed by the Developer or its assigns. At least one (1) Member of the Association other than the Developer shall be a Member of the Architectural Review Board at all times. Any decision by the Architectural Review Board shall not be effective unless in writing and signed by one Member of the Board.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1 - Duration: The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Developers or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration

of said thirty (30) year period, this Declaration may be extended for successive additional periods if three-fourths (3/4) of the votes cast at a duly held meeting of the Association vote in favor of extending this Declaration at the end of its current term. The length of each such extension shall be established by such vote. It shall be required that written notice of any meeting at which such a proposal to extend this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each member at least thirty (30) days in advance of said meeting. In the event that the Members of the Association vote to extend this Declaration, the President and the Secretary of the Association shall execute a certificate which shall set forth the Resolution of Extension adopted by the Association, the date of the meeting of the Association at which such Resolution was adopted, the date that Notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Clerk's Office, the Circuit Court of Chesterfield County, Virginia, and and may be relied upon for the correctness of the facts contained therein as they relate to the extension of this Declaration.

SECTION 2 - Amendments: The Developer specifically reserves the right to Amend this Declaration or any portion hereof, on its motion, from the date hereof until December 31, 1986, so long as the voting power of existing Members is not diluted thereby, nor the amounts of

assessments of such existing Members is raised or changed in any manner which would adversely affect such Members. Thereafter, the procedure for Amendment shall be as follows:

All proposed Amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if two-thirds (2/3's) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the Amendment, the effective date of the Amendments (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such Amendment was adopted), the date of the meeting of the Association at which such Amendment was Adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the Amendment, the total number of votes cast in favor of such Amendment and the total number of votes cast against the Amendment. Such Addendum shall be recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

So long as the Developer, as the Type "B" Member, is entitled to elect a majority of the Members of the Board of Directors of the Association, no Amendments of this Declaration shall be made without the consent of the Developer.

The quorum required for any action authorized to be taken by the Association under this Section 2 shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Section 2, the presence at the meeting of the Members or proxies entitled to cast twenty-five (25%) per cent of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting, subsequent meetings may be called for the purpose of taking such action, subject to the giving of proper notice, and there shall be no quorum requirement for such subsequent meetings.

All amendments shall conform to the provisions of the Zoning Ordinances of Chesterfield County, if applicable.

SECTION 3 - Notices: Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the address appearing on the Association's Membership list. Notice to one (1) of two (2) or more co-owners or co-tenants of a Residential Lot or Family Dwelling Unit, shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

SECTION 4 - Enforcement: Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any Covenant or Restriction, either to restrain violation and/or to recover

damage, and against the land and to enforce any lien created by these Covenants; and failure by the Association or any Member or the Developer to enforce any Covenant or Restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

SECTION 5 - Severability: Should any Covenant or Restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

SECTION 6 - Interpretation: The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions, and to construe and interpret its provisions, and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration of Covenants and Restrictions shall be given that interpretation or construction that will further the consummation of the general plan of improvements.

SECTION 7 - Authorized Action: All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association as approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

SECTION 8 - Other Agreements: Notwithstanding anything contained herein to the contrary, all the provisions of these Covenants shall be subject to and conform with the provisions of:

(a) The Zoning Ordinances of the County of Chesterfield, Virginia, and the rules and regulations promulgated thereunder, as may from time to time hereafter be amended or modified;

(b) The Master Plan for the development of Ashbrook as approved by the Planning Commission of the County of Chesterfield, Virginia, as may from time to time hereafter be amended or modified.

SECTION 9 - Limited Liability: In connection with all review, acceptances, inspections, permissions, consents or required approvals by or from the Developer contemplated under this Declaration, the Developer shall not be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted, or withheld.

SECTION 10 - Termination of Association: In the event the Ashbrook Community Association, Inc. ceases to exist or function, or in the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any Court or other tribunal having jurisdiction occurs within ten (10) years of the date of recording this Declaration, all Common Properties belonging to the Association at the time of such adjudication shall revert to the Deve-

loper and the Developer shall own and operate said Common Properties as Trustee for use and benefit of Owners within the Properties as set forth below. If said adjudication shall occur on a date more than ten (10) years after the date of recording of this Declaration, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article VIII, Section 1, all Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the Circuit Court of Chesterfield County, Virginia, which Trustee shall own and operate said Common Properties for the use and benefit of Owners within the Properties as set forth below:

(a) Each Lot or Parcel of land located within the Properties shall be subject to an Annual Assessment which shall be paid by the Owner of each such Lot or Parcel to the Developer or Trustee, whichever becomes the successor in title to the Association. The amount of such Annual Assessment and its due date shall be determined solely by the Developer or the Trustee, as the case may be, but the amount of such Annual Assessment on any particular Lot or Parcel shall not exceed the amount actually assessed against that Lot or Parcel in the last year that assessments were levied by the Association, subject to the adjustments set forth in subparagraph (b) immediately below:

(b) The Maximum Regular Annual Assessment which may be charged by the Developer or Trustee hereunder on any particular Lot or Parcel may be automatically increased each year by an amount of ten (10%) per cent or the percentage increase between the first month and the last month of the annual assessment period in the Consumer Price Index, U. S. City Average, All Items (1967-100) (hereinafter "C. P. I.") issued by the

U. S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U. S. City Average and Selected Areas", whichever of these two (2) percentage figures is larger. The actual amount of such increase in the Maximum Regular Annual Assessment on a Lot or Parcel shall be equal the Maximum Regular Annual Assessments on such Lot or Parcel for the previous year multiplied by the larger of the two (2) percentage factors set forth above. If the C. P. I. is discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

(c) Any past due Annual Assessment together with interest thereon at the maximum annual rate allowed by law from the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Owner at the time the Annual Assessment became past due, and it shall also constitute and become a charge and continuing lien on the Lot or Parcel of land and all improvements thereon, against which the Assessment has been made, in the hands of then Owner, his heirs, devisees, personal representatives and assigns.

(d) The Developer, or the Trustee, as the case may be, shall be required to use the funds collected as Annual Assessments for the operation, maintenance, repair and upkeep of the Common Properties. The Developer or Trustee may charge as part of the cost of such functions the reasonable value of their services in carrying out the duties herein provided. Neither the Developer nor the Trustee shall have the obligations to provide for operation, maintenance, repair and upkeep of the Common Properties once the funds provided by the Annual Assessment have been exhausted.

(e) The Developer shall have the right to convey title to the Common Properties, and to assign its rights and duties hereunder to any person or entity to include an entity established for the sole purpose of owning and managing the Common Properties subject to the limitations and uses imposed hereby and affirmatively acknowledges their acceptance of the duties imposed hereby.

(f) The Trustee shall have the power to dispose of the Common Properties free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by fifty-one (51%) per cent of the Owners of property within the Properties or in the alternative shall be found to be in the best interest of the Owners of property within the Properties by the Circuit Court of Chesterfield County, Virginia. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties; then for the payment of any repair and upkeep of such Properties, then any remainder of the proceeds shall be distributed pro rata to each Member of the Community Association.

DATED THIS 22nd DAY OF AUGUST, 1985.

ASHBROOK COMMUNITY ASSOCIATION, INC.

BY: 

S & B DEVELOPMENT COMPANY OF
VIRGINIA, INC.

BY: 

David J. Sowers, President

STATE OF VIRGINIA
CITY OF RICHMOND

The foregoing instrument was acknowledged before me this 22nd day of August, 1985 by Charles E. Ayers, Jr., President of Ashbrook Community Association, Inc. a Virginia corporation.

My commission expires: 6.17.89.


Notary Public

STATE OF VIRGINIA
CITY OF RICHMOND

The foregoing instrument was acknowledged before me this 22nd day of August, 1985 by David J. Sowers, President of S & B Development Company of Virginia, Inc. a Virginia corporation.

My commission expires: 6.17.89.

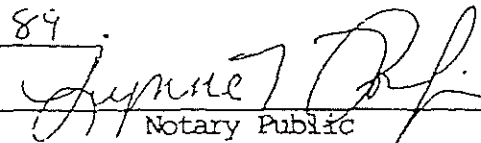

Notary Public

EXHIBIT "A"

ALL those certain lots or parcels of land located in Matoaca District, Chesterfield County, Virginia, and designated as Section 1, Ashbrook as shown on plat by J. K. Timmons & Associates, Inc., dated July 16, 1985, and recorded in Plat Book 50, pages 16 through 22, to which reference is made for a more particular description of said property.

BEING part of the same real estate conveyed to S & B Development Company of Virginia, Inc., a Virginia corporation, by Deed from Howard W. Hancock, Jr., et al, dated June 14, 1983, and recorded June 23, 1983, in the Clerk's Office, Circuit Court of Chesterfield County, Virginia, in Deed Book 1614, page 289.

VIRGINIA:

In the Clerk's Office of the Circuit Court of Chesterfield County, the *26th* day of *May*, 19 *85*, this Deed was presented and with the certificate admitted to record at *9:47* o'clock *A.* M. The tax imposed by Section 58.1-802 in the amount of \$..... has been paid.

Teste: *Ronald P. Aminger* CLERK

RETURN TO:
AYERS & AYERS
SUITE 209, HAMILTON PLACE
1301 N. HAMILTON STREET
RICHMOND, VA 23230

6-486

BOOK 1774 PAGE 93

1/6/86
14:5

AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS OF THE ASHBROOK
COMMUNITY ASSOCIATION, INC. AND
S & B DEVELOPMENT COMPANY OF VIRGINIA, INC.

This amendment to Declaration, made this 30TH day of May, 1986,
by S&B Development Company of Virginia, Inc., a Virginia corporation,
hereinafter referred to as "Declarant",

WITNESS

WHEREAS, the Declarant did cause to be recorded a Declaration of
Covenants and Restrictions for Ashbrook Community Association, Inc.
dated August 22, 1985, on August 25, 1985 in the Clerk's Office of the
Circuit Court of Chesterfield County, Virginia in Deed Book 1722, page
1804; and

WHEREAS, Article VIII, Section 2 reserves to the Developer the
right to amend the Declaration prior to December 31, 1986,

WHEREAS, the Declarant desires to amend Article III, Section 4 of
the Declaration.

NOW, THEREFORE, in consideration of the premises the said Declara-
tion of Covenants and Restrictions recorded in Deed Book 1722, page
1804, are hereby amended by the amendment of Article III, Section 4, so
that said Article III, Section 4 shall read as follows:

Section 4 - Election of the Board of Directors:

(a) Two Directors shall be appointed by the Developer until such
time as the Developer has sold 900 lots in the Ashbrook Subdivision.

(b) The remaining three Directors shall be comprised of Class I
Director(s) elected by the Type "A" Members and Class II Director(s)
elected by the Type "B" Members according to the following formula:

(1) The number of Class I Directors shall be determined by (a) dividing the number of Residential Lots owned by Type "A" Members by 1235, and (b) then multiplying the resulting quotient by the total number of Directors which, is five and (c) rounding the result to the nearest whole number, e.g., 1.51 = 2; e.g., 1.49 = 1. In any event, there shall be at least one Class I Director.

(2) The number of Class II Directors shall be determined by subtracting the number of Class I Directors from the total number of Directors.

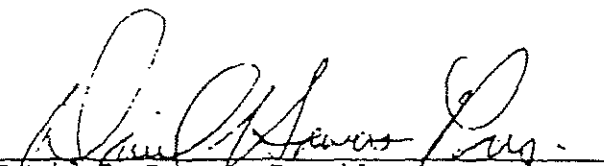
(3) For the purposes of this formula, the number of Residential Lots owned by Type "A" Members shall be determined by the Board of Directors as of the date on which notice of the meeting of the members at which the Board of Directors is to be elected is mailed.

(c) At such time as 900 lots have been sold in the Ashbrook Subdivision by the Developer, the five required Directors shall be elected according to the procedure set out herein in subsections (b) (1)-(3).

As amended hereby, all the Declarations, Covenants and Restrictions contained in said Declaration shall remain in full force and effect.

Witness the following signature:

S & B Development Company of Virginia, Inc.

BY: 
David J. Sowers, President

STATE OF VIRGINIA

CITY/COUNTY OF Chesterfield to-wit:

The foregoing instrument was acknowledged before me this 30th day of May, 1986, by David J. Sowers, President of S & B Development Company of Virginia, Inc., a Virginia corporation.

My commission expires: August 2, 1988

Elizabeth J. Roe
Notary Public

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 3 DAY OF JUN 1986, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE...., ADMITTED TO RECORD AT 14:50 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$1.00 HAS BEEN PAID.

TESTE: RONALD P. LIVINGSTON, CLERK

RETURN TO:
AYERS & AYERS
710 N. HAMILTON STREET
RICHMOND, VA 23221-2035

BOOK 1988 PAGE 1331

ASHBROCK, SECTION II

Declaration of Covenants and Restrictions
of the Ashbrook Community Association, Inc. and
S&B Development Company of Virginia, Inc.

as Amended

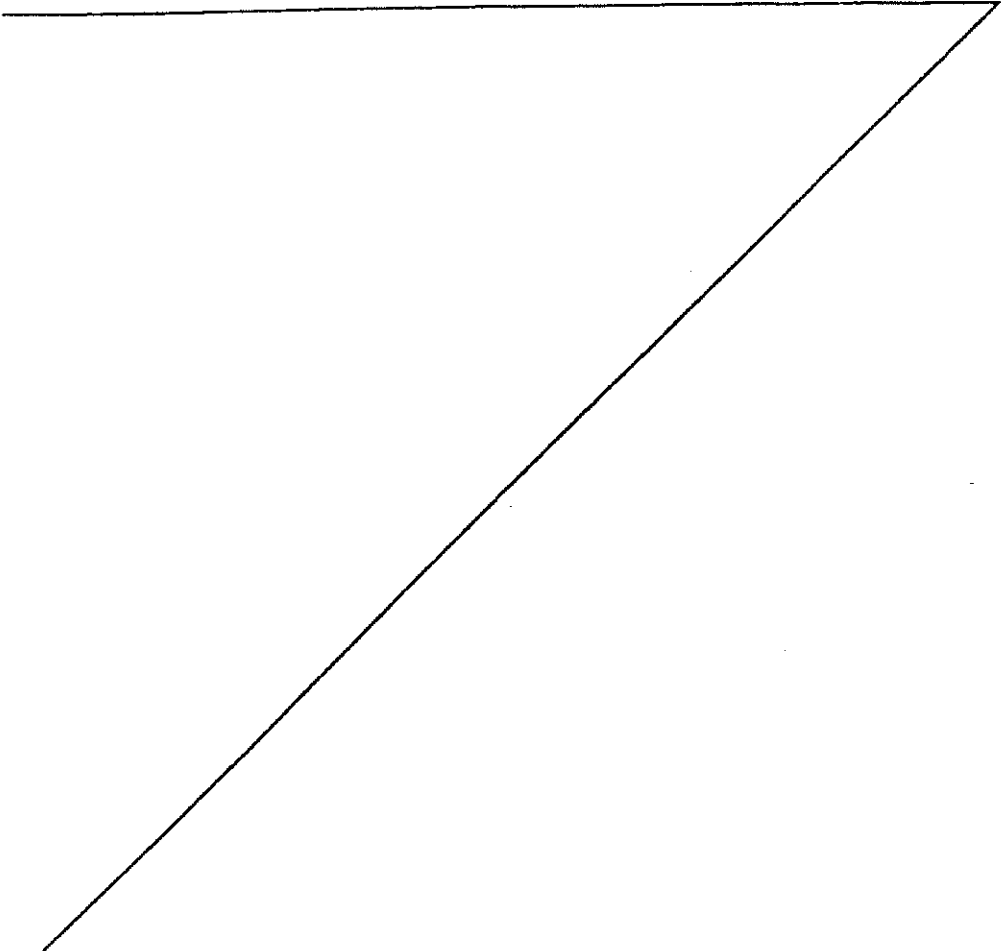
and

Declaration of Rights, Restrictions,
Affirmative Obligations and Conditions Applicable
to Section II in Ashbrook

WHEREAS, S&B Development Company of Virginia, Inc., a Virginia corporation ("owner"), is the owner of all those certain lots in Ashbrook, Section II, Matoaca District, Chesterfield County, Virginia, as shown on a plat made by J.K. Timmons & Associates, Inc., dated November 6, 1986, and recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Plat Book 55, pages 49 through 53, ("the property"), and as further described on Schedule "A" attached hereto and made a part hereof, and desires that said property be held, owned, conveyed, used and occupied subject to the covenants and restrictions as set forth in the "Declaration of Covenants and Restrictions of the Ashbrook Community Association, Inc. and S&B Development Company of Virginia, Inc." and the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions" recorded for Ashbrook, Section I, at Deed Book 1722, beginning at page 1804 and as amended in Deed Book 1774, beginning at page 93, and Deed Book 1722, beginning at page 1777 respectively, in the aforementioned Clerk's Office;

BOOK 1988 PAGE 1332

NOW THEREFORE, the owner does hereby incorporate by reference the aforementioned "Declaration of Covenants and Restrictions of Ashbrook Community Association, Inc. and S&B Development Company of Virginia, Inc.", as amended and "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions" in their entirety as if set forth fully herein and these covenants and restrictions shall run with the land and be made applicable to Section II, Ashbrook, Matoaca District, Chesterfield County, Virginia, effective this 29th day of November, 1988.



BOOK 1988 PAGE 1333

WITNESS the following signature and seal:

S & B DEVELOPMENT COMPANY
OF VIRGINIA, INC., a
Virginia Corporation

BY: *David J. Sowers*
DAVID J. SOWERS, President

STATE OF VIRGINIA

City of Richmond, to-wit:

The foregoing instrument was acknowledged before me this
29th day of November, 1988 by DAVID J. SOWERS
S & B DEVELOPMENT

COMPANY OF VIRGINIA, a Virginia corporation.

My Commission Expires: 7/15/91

Lisa L. Peltus
Notary Public

SCHEDULE "A"

ALL those certain lots or parcels of land located in Matoaca District, Chesterfield County, Virginia, and designated as Section II, Ashbrook as shown on plat by J.K. Timmons & Associates, Inc., dated November 6, 1986, and recorded in Plat Book 55, pages 49 through 53, to which reference is made for a more particular description of said property.

LESS AND EXCEPT those lots which have been conveyed previously, these being, Lot 23, Block B, Section II, Lots 15,16,23,24,25 and 31, Block D, Section [redacted] and Lot 18, Block E, Section II, Ashbrook, which said lots were conveyed subject to the Declaration of Covenants and Restrictions of the Ashbrook Community Association, Inc. and S&B Development Company of Virginia, Inc., as amended, and the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions applicable to Section I in Ashbrook, these covenants and restrictions being incorporated by reference in each of the Deeds conveying the lots recited herein.

BEING part of the same real estate conveyed to S&B Development Company of Virginia, Inc., a Virginia corporation, by Deed from Howard W. Hancock, Jr., et al, dated June 14, 1983, and recorded June 23, 1983, in the Clerk's Office, Circuit Court of Chesterfield County, Virginia in Deed Book 1614, page 289.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 1 DAY OF DEC 1988, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE...., ADMITTED TO RECORD AT 10:53 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$.00 HAS BEEN PAID.

TESTE: RONALD P. LIVINGSTON, CLERK

2092-1200

BOOK 2092 PAGE 1200

ASHBROOK SECTION III

Declaration of Covenants and Restrictions
of the Ashbrook Community Association, Inc. and
S&B Development Company of Virginia, Inc.

as Amended

and

Declaration of Rights, Restrictions,
Affirmative Obligations and Conditions Applicable
to Section III in Ashbrook

WHEREAS, S&B Development Company of Virginia, Inc., a Virginia corporation ("owner"), is the owner of all those certain lots in Ashbrook, Section I, Matoaca District, Chesterfield County, Virginia, as shown on a plat made by J. K. Timmons and Associates, Inc., recorded May 25, 1990, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Plat Book 71, pages 36 and 37, ("the property"), and as further described on Schedule "A" attached hereto and made a part hereof, and desires that said property be held, owned, conveyed, used and occupied subject to the covenants and restrictions as set forth in the "Declaration of Covenants and Restrictions of the Ashbrook Community Association, Inc., and S&B Development Company of Virginia, Inc.;" and the "Declarations of Rights, Restrictions, Affirmative Obligations and Conditions" recorded for Ashbrook, Section I, at Deed Book 1722, beginning at page 1804 and as amended in Deed Book 1774, beginning at page 93, and Deed Book 1722, beginning at page 1777 respectively, in the aforementioned Clerk's Office;

RETURN TO:
AYERS & AYERS
710 N. HAMILTON STREET
RICHMOND, VA 23221-8035
6-6-90

LAW OFFICES
AYERS & AYERS
HAMILTON PROFESSIONAL
BUILDING
710 N. HAMILTON STREET
RICHMOND, VIRGINIA
(804) 358-0731

BOOK 2092 PAGE 1201

NOW THEREFORE, the owner does hereby incorporate by reference the
aforesaid Declaration of Covenants and Restrictions of Ashbrook
Community Association, Inc. and S&B Development Company of Virginia, Inc.
as amended and "Declaration of Rights, Restrictions, Affirmative Obligations
and Conditions" in their entirety as if set forth fully herein and these
covenants and restriction shall run with the land and be made applicable
to Section III, Ashbrook, Potomac District, Chesterfield County, Virginia,
effective this 4th day of June, 1990.

WITNESS the following signature and seal:

S & B DEVELOPMENT COMPANY OF VIRGINIA, INC.
a Virginia corporation

By: *David J. Bowers*
David J. Bowers, President

STATE OF VIRGINIA
County of *Stafford*

I, *David H. Somers*, do hereby certify that the
foregoing instrument was acknowledged before me this *4th* day
of *June*, 1990, by David H. Somers, President of S & B
Development Company of Virginia, Inc., a Virginia corporation.

My commission expires *7/1/92*

David H. Somers
Notary Public

ES-12

LAW OFFICES
ATYERS & ATYERS
WASHINGTON PROFESSIONAL
BUILDING
774 K. HADNOTON STREET
RICHMOND, VIRGINIA
804-354-1222

BOOK 2092 PAGE 1202

SCHEDULE A

All those certain lots or parcels of land located in Matoaca District, Chesterfield County, Virginia, and designated as ~~Section III~~, Asbrook, as shown on a plat made by J. K. Timmons & Associates, Inc., recorded May 25, 1980, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Plat Book 71, pages 36 and 37, to which plat reference is hereby made for a more particular description of said lots.

BEING a portion of the same real estate conveyed to S & B Development Company of Virginia, Inc., a Virginia corporation, by deed from Howard M. Hancock, Jr., et al, dated June 14, 1983, and recorded June 23, 1983, in the Clerk's Office, Circuit Court of Chesterfield County, Virginia in Deed Book 1614, page 289.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 5 DAY OF JUN 1983, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE....ADMITTED TO RECORD AT 13:26 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$.80 HAS BEEN PAID.

TESTE: RONALD P. LIVINGSTON, CLERK

LAW OFFICES
AYERS & AYERS
HAMILTON PROFESSIONAL
BUILDING
700 N. HAMILTON STREET
RICHMOND, VIRGINIA
7041 358-4731

RETURN TO:
AYERS & AYERS
710 N. HAMILTON STREET
RICHMOND, VA 23221-2036

7-24-91

BOOK 2166 PAGE 1303

ASHBROOK SECTION 4

Declaration of Covenants and Restrictions
of the Ashbrook Community Association, Inc. and
S&B Development Company of Virginia, Inc.

as Amended

and

Declaration of Rights, Restrictions,
Affirmative Obligations and Conditions Applicable
to Section 4 in Ashbrook

WHEREAS, S&B Development Company of Virginia, Inc., a Virginia corporation ("owner"), is the owner of all those certain lots in Ashbrook, Section 4, Matoaca District, Chesterfield County, Virginia, as shown on a plat made by J. K. Timmons and Associates, Inc., recorded June 25, 1991, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Plat Book 75, pages 89 and 90, ("the property"), and as further described on Schedule "A" attached hereto and made a part hereof, and desires that said property be held, owned, conveyed, used and occupied subject to the covenants and restrictions as set forth in the "Declaration of Covenants and Restrictions of the Ashbrook Community Association, Inc., and S&B Development Company of Virginia, Inc.;" and the "Declarations of Rights, Restrictions, Affirmative Obligations and Conditions" recorded for Ashbrook, Section 1, at Deed Book 1722, beginning at page 1804 and as amended in Deed Book 1774, beginning at page 93, and Deed Book 1722, beginning at page 1777 respectively, in the aforementioned Clerk's Office;

LAW OFFICES
AYERS & AYERS
HAMILTON PROFESSIONAL
BUILDING
710 N. HAMILTON STREET
RICHMOND, VIRGINIA
(804) 358-4231

BOOK 2166 PAGE 1304

NOW THEREFORE, the owner does hereby incorporate by reference the
aforementioned "Declaration of Covenants and Restrictions of Ashbrook
Community Association, Inc. and S&B Development Company of Virginia, Inc.",
as amended and "Declaration of Rights, Restrictions, Affirmative Obligations
and Conditions" in their entirety as if set forth fully herein and these
covenants and restriction shall run with the land and be made applicable
to Section 4, Ashbrook, Matoaca District, Chesterfield County, Virginia,
effective this 16th day of July, 1991.

WITNESS the following signature:

S & B DEVELOPMENT COMPANY OF VIRGINIA, INC.
a Virginia corporation

By:

David J. Sowers
David J. Sowers, President

STATE OF VIRGINIA

County of Chesterfield, to-wit:

The foregoing instrument was acknowledged before me this 16th day
of July, 1991, by David J. Sowers, President of S & B
Development Company of Virginia, Inc., a Virginia corporation.

My commission expires: 8/1/1992

Elizabeth G. Roe
Notary Public

E5-12

BOOK 2166 PAGE 1305

SCHEDULE A

ALL those certain lots or parcels of land located in Matoaca District, Chesterfield County, Virginia, and designated as Section 4, Ashbrook, as shown on a plat of subdivision made by J. K. Timmons & Associates, Inc., recorded June 25, 1991, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Plat Book 75, Page 89 and 90, to which plat reference is hereby made for a more particular description of said lots.

BEING a portion of the same real estate conveyed to S & B Development Company of Virginia, Inc., a Virginia corporation, by deed from Howard W. Hancock, Jr., et al, dated June 14, 1983, and recorded June 23, 1983, in the Clerk's Office, Circuit Court of Chesterfield County, Virginia in Deed Book 1614, page 289.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 22 DAY OF JUL 1991, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE.....ADMITTED TO RECORD AT 13:15 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$.00 HAS BEEN PAID.

TESTE: RONALD P. LIVINGSTON, CLERK

LAW OFFICES
AYERS & AYERS
HAMILTON PROFESSIONAL
BUILDING
710 N. HAMILTON STREET
RICHMOND, VIRGINIA
800 358-4721

15168

BOOK 2692 PAGE 64

File to:
Oliver D. Rudy
Box in Record Room

DECLARATION OF RESTRICTIONS

OF

5. A95

ASHBROOKWAY SECTION 537
CHESTERFIELD COUNTY, VIRGINIA

015304

CIRCUIT COURT CLERK

THIS DECLARATION OF RESTRICTIONS made this 17th day of
May, 1995, by Virginia Homes Unlimited, Inc., a Virginia
corporation, Owner.

WHEREAS, Virginia Homes Unlimited, Inc., is the owner
of the property more particularly described as follows:

WHEREAS, Virginia Homes Unlimited, Inc., desires to
impose on said property a restrictive covenant expressing
Virginia Homes, Inc.'s intent to preserve said property in
perpetuity in its natural state, both floral and faunal, by
prohibiting wetland destruction or alterations in the area
designated as "Wetlands, subject to restrictive covenant" on
Schedule "A".

NOW THEREFORE THIS DECLARATION WITNESSETH: Virginia
Homes, Inc., does hereby declare, covenant and agree, for
itself and its successors and assigns, that said property
shall be hereafter held and sold subject to the following
conditions and restrictions, to-wit:

The property described as "Wetlands, subject to
restrictive covenant" on Schedule A attached hereto
shall be preserved in perpetuity in its natural state
both floral and fauna, by prohibiting wetland
destruction or alterations, building construction,
addition of fill material, cultivation or land
clearing in the area designated as "Wetlands, subject
to restrictive covenant":

1. Destruction or alteration of wetlands on
the property other than those alterations
authorized by the Norfolk District, U.S. Army
Corps of Engineers under Permit Number
93-7332-80.

2. Construction or maintenance of buildings or mobiles homes, however, by way of example and not limitation, structures such as boardwalks, foot trails, wildlife management structures, observation decks, picnic tables, and children's playground equipment may be placed in the wetlands provided that any such structure permits the natural movement of water and preserves the natural contour of the ground.

3. Ditching, draining, diking, filling, excavating, land clearing, plowing, removal of topsoil, sand, or other materials, and any building of roads or alteration in the topography and/or hydrology of the land in any manner.

4. The covenants contained herein shall not hereafter be altered in any respect without the express written approval and consent of the Norfolk District, U.S. Army Corps of Engineers.

5. The provisions hereof shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or any portion thereof shall not affect the validity or enforceability of any other provision thereof.

6. The provisions hereof shall be enforceable by any proceeding at law or in equity by the United States Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, or any owner of a lot within the Ashbrook, Section 5, subdivision or any non-profit corporation or entity whose primary purpose is environmental protection or preservation. Failure by any agency or owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

These covenants are to run with the land and be binding on all parties and persons claiming under them.

WITNESS the following signature the day and year first above written:

VIRGINIA HOMES UNLIMITED, INC.
a Virginia corporation

BY: R. Patrick Bowe
ITS:

STATE OF VIRGINIA,
COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 17th day of January, 1955,
by R. Patrick Bowe as President of Virginia Homes Unlimited, Inc., a Virginia corporation, on behalf of said corporation.

My commission expires: 1-31-96

George H. Haywood
NOTARY PUBLIC

BOOK 2692 PAGE 67

SCHEDULE A
"FIELD DELINEATED WETLANDS"

ALL those certain pieces or parcels of land lying and being in the Matoaca Magisterial District, Chesterfield County, Virginia, within the bounds of the subdivision known as Ashbrook, Section 5, and designated as "Field Delineated Wetlands", all as shown on a plat of Ashbrook, Section 5, dated April 6, 1995, made by Balzer and Associates, Inc., Planners, Architects, Engineers, Surveyors, Richmond, Virginia, recorded May 4, 1995, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 87, pages 91 and 92, to which plat reference is hereby made.

BEING a part of the same property conveyed to Virginia Homes Unlimited, Inc., by deed from S's B Development Company of Virginia, Inc., a Virginia corporation, dated October 26, 1994, recorded November 15, 1994, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Deed Book 2621, page 684.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 18 DAY OF MAY 1995, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE, ..., ADMITTED TO RECORD AT 13:37 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK

Filed
Rudy, EVANS
6-10-96

BOOK 2877 PAGE 948

DECLARATION OF RESTRICTIONS
OF ~~SECTION 6~~ 10 12
ASHBROOK, ~~SECTION 6~~
CHESTERFIELD COUNTY, VIRGINIA
REGISTERED CO. VA.

02122b

THIS DECLARATION OF RESTRICTIONS made this 5th day of June, 1996, by VIRGINIA HOMES UNLIMITED, INC., a Virginia corporation, Owner.

WHEREAS, Virginia Homes Unlimited, Inc., is the owner of the property more particularly described on Schedule A attached hereto and made a part hereof; and

WHEREAS, Virginia Homes Unlimited, Inc., desires to impose on said property a restrictive covenant expressing Virginia Homes Unlimited, Inc.'s intent to preserve said property in perpetuity in its natural state, both floral and faunal, by prohibiting wetland destruction or alterations in the area designated as "Wetlands, subject to Restrictive Covenant" on Schedule "A".

NOW THEREFORE THIS DECLARATION WITNESSETH: Virginia Homes Unlimited, Inc., does hereby declare, covenant and agree, for itself, its successors and assigns, that said property shall be hereafter held and sold subject to the following conditions and restrictions, to-wit:

The property described as "Wetlands, subject to restrictive covenant" on Schedule A attached hereto shall be preserved in perpetuity in its natural state, both floral and faunal, by prohibiting wetland destruction or alterations, building construction, addition of fill material, cultivation or land clearing in the area designated as "Wetlands, subject to restrictive covenant":

BOOK 2877 PAGE 949

1. Destruction or alteration of wetlands on the property other those alterations authorized by the Norfolk District, U.S. Army Corps of Engineers under Permit Number 94-7332-80.
2. Construction or maintenance of buildings or mobiles homes, however, by way of example and not limitation, structures such as boardwalks, foot trails, wildlife management structures, observation decks, picnic tables, and children's playground equipment may be placed in the wetlands provided that any such structure permits the natural movement of water and preserves the natural contour of the ground.
3. Ditching, draining, diking, filling, excavating, land clearing, plowing, removal of topsoil, sand or other materials, and any building of roads or alteration in the topography and/or hydrology of the land in any manner.
4. The covenants contained herein shall not hereafter be altered in any respect without the express written approval and consent of the Norfolk District, U.S. Army Corps of Engineers.
5. The provisions hereof shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or any portion thereof shall not affect the validity or enforceability of any other provision thereof.
6. The provisions hereof shall be enforceable by any proceeding at law or in equity by the United States Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, or any owner of a lot within the Ashbrook, ~~Section 6~~, subdivision or any non-profit corporation or entity whose primary purpose is environmental protection or preservation. Failure by any agency or owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

BOOK 2877 PAGE 950

These covenants are to run with the land and be binding on all parties and persons claiming under them.

WITNESS the following signature and seal:

VIRGINIA HOMES UNLIMITED, INC.

BY: R. Patrick Bowe, pres.
R. Patrick Bowe, President

STATE OF VIRGINIA,
COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 6th day of June, 1996, by R. Patrick Bowe, President of Virginia Homes Unlimited, Inc., a Virginia corporation, on behalf of said corporation.

My commission expires: 4-30-00

Linda A. Arringhausen
NOTARY PUBLIC

BOOK 2877 PAGE 951

SCHEDULE A

ALL those certain lots, pieces or parcels of land, with all improvements thereon and appurtenances thereunto belonging, lying and being in Matoaca District, Chesterfield County, Virginia, known and designated as Lots 1-33 of Ashbrook, Section 6, all as more particularly shown on Subdivision Plat prepared by Balzer & Associates, Inc., entitled "Ashbrook, Section 6 Subdivision Identification #000-1141-06, Matoaca District, Chesterfield County, Virginia" recorded May 21, 1996, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 90, pages 67 and 68, to which plat reference is made for a more particular description of the property herein conveyed.

BEING a part of the same property conveyed to Virginia Homes Unlimited, Inc., a Virginia corporation, by deed from S & B Development Company of Virginia, Inc., a Virginia corporation, dated November 6, 1995, recorded November 28, 1995, in the aforesaid Clerk's Office in Deed Book 2786, page 792.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 7 DAY OF JUN 1996, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE....., ADMITTED TO RECORD AT 10:12 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK

★ This is on Sec. [redacted]
per plants in those
sections

2253-1763

BOOK 2253 PAGE 1763 33011
15.14

Mailed to: Jim Tucker
Heartland Group
2727 McRae Road
Richmond, VA 23235
8/11/92

DECLARATION OF RESTRICTIONS AND
DESIGNATION OF COMMON AREA BY
HEARTLAND RICHMOND ASHBROOK LIMITED PARTNERSHIP,
a Washington Limited Partnership

This DECLARATION OF RESTRICTIONS AND DESIGNATION OF COMMON
AREA is made as of the 7th day of August, 1992, by HEARTLAND
RICHMOND ASHBROOK LIMITED PARTNERSHIP, a Washington limited
partnership.

R E C I T A L S :

A. Heartland Richmond Ashbrook Limited Partnership
("Declarant") is the owner of the property (the "Common Area
Road") designated on the plat (the "Plat") attached hereto as the
"Parcel A-6," and is also the owner of certain other property
(the "Adjacent Property") adjacent to the Common Area Roadway
which property is the same property conveyed to Declarant from
S&B Development Company of Virginia, Inc. pursuant to deed dated
August 15, 1986, recorded in the office of the Clerk (the
"Clerk's Office") of the Circuit Court for Chesterfield County,
Virginia, in Deed Book 1792, Page 847.

B. Declarant has designated the Common Area Roadway as
common area for the benefit and use of the owners of the Adjacent
Property, or any portion thereof. 2.8.78 pg. 90

C. In order to confirm Declarant's designation of the
Common Area Roadway as common areas, and to restrict the use the
Common Area Roadway to use as a road benefiting the Adjacent
Property, Declarant desires to subject the Common Area Roadway to
the restrictions and designation hereinafter set forth.

NOW, THEREFORE, the undersigned Declarant hereby declares
that the Common Area Roadway is and shall be held, transferred,
sold, conveyed and used subject to the following restrictions and
designation:

1. Use of Common Area Roadway. The Common Area Roadway
shall be used only for purposes of constructing, using and
maintaining roadway and related facilities, including the
installation and maintenance of any utility facilities,
landscaping and signage compatible with the use of the Common
Area Roadway as the site for a road.

2. Designation. The Common Area Roadway has been and is
hereby designated for all purposes as "common area", and an
easement for the purposes set forth in paragraph 1 above is
hereby granted over the Common Area Roadway to all present and
future owners of the Adjacent Property, or any portion thereof.

3. Restrictions and Designation Running With the Land. The restrictions and designation of this Declaration shall run with and bind the Common Area Roadway and the Adjacent Property, and the owners thereof, in perpetuity.

4. Consent. The Bank of California, as agent for the holders of notes secured by that certain deed of trust (the "BOC Deed of Trust") dated November 20, 1986, made by Declarant in favor of Edward E. Willey, Jr., trustee (the "Trustee") and recorded in the Clerk's Office in Deed Book 1844, Page 1235, hereby joins in this Declaration for the purpose of instructing and authorizing the Trustee to execute this Declaration. Trustee joins in the execution of this Declaration for the purpose of consenting, and does hereby consent, to the terms of this Declaration.

WITNESS the following signature and seal.

HEARTLAND RICHMOND ASHBROOK
LIMITED PARTNERSHIP, a
Washington limited partnership

by HEARTLAND GROUP, INC., a
Washington corporation

by Maureen Gregory Moll
its Ex. Vice President

THE BANK OF CALIFORNIA, as
agent

by Janice M. Smith
its AVP - Senior Trust Real Estate Officer
Trustee:

Edward E. Willey, Jr.

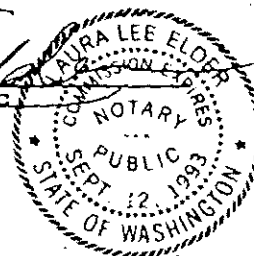
~~STATE~~ WASHINGTON
~~COMMONWEALTH OF VIRGINIA:~~

CITY/COUNTY OF KING:

The foregoing instrument was acknowledged before me this 7th day of August, 1992, by Mark Sergey Mellweas Exec. Vice President The Heartland Group, Inc., as general partner of Heartland Richmond Ashbrook Limited Partnership, a Washington limited partnership, on behalf of the corporation.

My commission expires: 9/12/93

Laura Lee Eloff
Notary Public



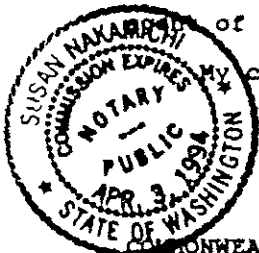
STATE OF WASHINGTON
COMMONWEALTH OF VIRGINIA:

CITY/COUNTY OF KING:

The foregoing instrument was acknowledged before me this 7th day of August, 1992, by Janice M. Dimick as of The Bank of California, a AVP & Senior Trust R/E Officer

My commission expires:

Susan Nakamichi
Notary Public



COMMONWEALTH OF VIRGINIA:

~~CITY/COUNTY OF~~ Chesterfield:

The foregoing instrument was acknowledged before me this 10th day of August, 1992, by Edward E. Willey, Jr., as Trustee.

My commission expires: August 31, 1995.

Jane Lee Sutton
Notary Public

BOOK 2253 PAGE 1766

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT
COURT OF CHESTERFIELD COUNTY, THE 10 DAY
OF AUG 1992, THIS DEED WAS PRESENTED
AND WITH THE CERTIFICATE...., ADMITTED TO
RECORD AT 15:14 O'CLOCK. THE TAX IMPOSED
BY SECTION 58.1-802 IN THE AMOUNT OF
\$.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK

mail: OAKbridge Corp
400-D Southlake Blvd
Richmond, Va. 23236
717-668-1452 - 00000

BOOK 4003 PAGE 590

FEB 15 15 19

FE 15 01 00 59 78

CIRCUIT COURT CLERK
CHESTERFIELD COUNTY, VA

090124

DECLARATION OF RESTRICTIONS AND CONDITIONS
ASHBROOK, SECTION 11

THIS DECLARATION OF RESTRICTIONS AND CONDITIONS made this 13th day of February, 2001, by OAKBRIDGE CORPORATION, J. Mark Sowers, President. KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, J. Mark Sowers, President of Oakbridge Corporation, as the owner of all the lots in the subdivision known as Ashbrook, Section 11, in Chesterfield County, Virginia, consisting of ninety-two (92) lots, as shown on a certain plat made by Balzer and Associates, Inc., dated November 21, 2000 and recorded January 24, 2001, in the Clerk's Office, Chesterfield County, in Plat Book 115, pages 48 and 49, are held subject to the conditions, covenants, limitations, requirements, reservations and charges as follows:

1. An Architectural Review Committee, hereafter called "ARC", shall be comprised of J. Mark Sowers, his heirs, personal representatives, successors, and assigns. The ARC shall coordinate each residence and lot and generally coordinate the development, construction and planning of the lots in Ashbrook, Section 11, according to the specifications set forth in "Architectural Review, Ashbrook, Section 11" attached hereto as Exhibit A and made a part hereof.

2. No building, structure or alteration or improvement thereto of any character, other than internal alterations, shall be constructed upon any lot hereby conveyed, nor shall any lot be subdivided, or altered (the term "altered" shall include: (a) removal of live trees, (b) grading or locating driveways or entranceways, (c) filling, or (d) any kind or type of construction whether temporary or permanent unless and until such plans, specifications and landscaping lay-out for the same have been approved in writing by the

ARC, as to (a) quality of workmanship and material types, (b) external design and appearance, (c) location of improvements and overall landscaping, and (d) color scheme.

3. All easements along road frontage, lot lines, through lots and common areas as shown on all subdivision plats of Ashbrook, Section 11, are hereby reserved unto the developer, his personal representatives, heirs, assigns, or agents, for the purpose of access, drainage or furnishing light, telephone, landscaping, signage or any utility to the property.

4. All lots shall be used for residential purposes only, and there shall not be erected on any one lot, as such lot may be prescribed and designated on said subdivision plat, more than one detached, single family dwelling house, and the necessary outbuildings suitable therefore. All homes shall have the following minimum of heated finish floor area exclusive of basements and garages:

-Two story homes, minimum of 1400 square feet

-One story homes, minimum of 1200 square feet

No building shall be located on any lot nearer to any street or to a side line than is permitted under the applicable local zoning ordinance in effect at the time such building is constructed. Fences or walls not constituting a part of a building shall be approved by the ARC, and no fences or walls not constituting a part of a building shall be erected, placed or altered on any lot nearer to any street than the minimum exterior set back line but in no case shall it extend farther forward than the rear of the house except with the prior approval of the ARC.

5. No animals, including without limitation, rabbits, livestock, or poultry of any kind shall be allowed on any lot except that dogs, cats or normal household pets may be kept thereon in numbers not exceeding those permitted by law provided they are not kept, bred, or maintained for any commercial purposes, and must be kept under control of their

owner when outside owner's premises, nor constitute a nuisance in the opinion of the ARC, his successors or assigns, however, no vicious animals, including, but not limited to, dogs such as Rottweilers, Pit Bulls, Dobermans, etc., will be allowed to be kept on any lot for any period of time under any circumstances. No dog or cat kennels, rabbit hutches or pigeon lofts, temporary or permanent, shall be erected except for normal household pets.

6. No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Motor homes, recreational vehicles, boats, and vehicles under repair shall not be visible from the street for a period exceeding 24 hours. Any screening of such vehicles must be approved by the ARC.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No use shall be made of any lot which will depreciate or adversely affect the value of the surrounding lots or of the neighborhood.

8. All lot owners shall take care not to disturb or siltate shoulders, backslopes, ditches, pavement, curb and gutter, driveway culverts, or any other improvements within the public right of way, or county easement. Each lot owner agrees to be responsible for disturbances, and siltation caused by themselves, their employees, suppliers, contractors, or others and shall have 14 days from the receipt of a letter from the ARC to correct the damage. If a lot owner fails to properly correct the damage in a workman-like manner, then the ARC or developer will correct the damage and bill the lot owner directly on a cost plus 50% (percent) basis. Lot owner hereby agrees to make payment within 30 days of presentation of bill. A 2% per month (24% per annum) service charge shall be applied to bills after 30 days of presentation.

9. Developer hereby makes notice to all owners to check with the Chesterfield Planning Department about future and potential development of adjacent and area properties prior to purchase.

10. Any one or more of these conditions, covenants, limitations, charges and proprietary requirements imposed herein or any subsequent amendments or future covenants and their conditions, covenants, limitations, charges and proprietary requirements may be amended waived, modified, or rescinded, in whole or in part, by written instrument signed by J. Mark Sowers. J. Mark Sowers shall have the right to amend these covenants or any future covenants or amendments of such covenants as the case may be without limitation in his sole discretion except that the concurrence of J. Mark Sowers will not be necessary after the last lot has a house, built and occupied, upon it, or whenever J. Mark Sowers assigns his rights to another party. J. Mark Sowers reserves the right to assign any and all rights herein to the homeowners of Ashbrook, Section 11 and at such time of notification, the homeowners shall hereby accept such assignment as part of these covenants, without return notice of verification of such.

11. Invalidation of any of these covenants and conditions by court adjudication or otherwise shall in no way modify, affect or invalidate any of the other covenants and conditions contained herein, which shall remain in full force and effect.

12. Each and every covenant and condition herein imposed may be enforced by the undersigned or by the owner of any lot by appropriate proceedings at law or in equity against any party violating or attempting or threatening to violate the same to prevent or rectify such violation and/or recover damages therefore. The failure of any owner or the undersigned to bring any such proceeding shall not be considered as a waiver of any rights at law or in equity that any such party may have for past or future violation of any covenant herein contained.

13. These covenants and conditions are to run with the land and shall be binding upon subsequent owner or owners and all parties claiming through or under such owner or owners for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, revoking said covenants, or agreeing to change said covenants in whole or in part.

WITNESS the following signature and seal:

OAKBRIDGE CORPORATION

BY: 
J. MARK SOWERS, PRESIDENT

STATE OF VIRGINIA
COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 15th day of February, 2001, by J. Mark Sowers, President of Oakbridge Corporation.

My commission expires: January 31, 2004


Notary Public

EXHIBIT "A"

ARCHITECTURAL REVIEW OF ASHBROOK, SECTION 11

Full Architectural approval shall be a two-part process:

1. Two sets of plans shall be submitted and approved by ARC prior to construction. Plans shall include:

- site plan and landscape plan
- cross section details
- porch and railing details

All construction (including fences, walls and outbuildings) must be approved prior to construction.

2. Final check of the actual construction prior to occupancy to insure that the architectural guidelines have been met.

GUIDELINES

Foundation & Brick

All foundations shall be brick

Stoops & Walks

Front decks shall be supported by 12"x12" brick columns
Front stoop shall be a minimum 4'x6'
Front rails, columns, and pickets shall be painted

Siding & Roofing

Vinyl siding
20 year roof shingles

Garages

Front entry garages allowed

Colors

Paint colors to be approved - 2 colors on frame house

Heating/Air Conditioning

All air conditioning equipment must be central air conditioning. No window type air conditioning units will be allowed.

General

All plans shall be submitted and review by ARC.
ARC can reject any plan on the basis of general architectural design in its sole discretion.

The Architectural Review Committee (ARC) which consists of J. Mark Sowers, his successors, heirs or assigns, reserves the right to modify the above restrictions or any other imposed deed restrictions in all or part without notice. In addition, the ARC reserves the right to make special exceptions to these conditions on an individual basis; however, any special exception(s) shall not be deemed as a waiver of the restriction(s) as they may apply in the future.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 15 DAY OF FEB 2001, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE....., ADMITTED TO RECORD AT 15:19 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$.00 HAS BEEN PAID.

7

TESTE: JUDY L. WORTHINGTON, CLERK

4677
0575
No: Oakbridge Corporation
400-D Southlake Blvd.
Richmond, VA 23236

BOOK 4677 PAGE 575

Pin #716-667-7524-00000 ✓

02 SEP 10 12 15

91127

040512

CLERK OF COURTS
CHESTERFIELD COUNTY, VA

DECLARATION OF RESTRICTIONS AND CONDITIONS
ASHBROOK, SECTION 12

THIS DECLARATION OF RESTRICTIONS AND CONDITIONS made this 10th day of September, 2002, by OAKBRIDGE CORPORATION, J. Mark Sowers, President. KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, J. Mark Sowers, President of Oakbridge Corporation, as the owner of all the lots in the subdivision known as Ashbrook, Section 12, in Chesterfield County, Virginia, consisting of eighty-seven (87) lots, as shown on a certain plat made by Balzer and Associates, Inc., dated July 18, 2002 and recorded September 4, 2002, in the Clerk's Office, Chesterfield County, in Plat Book 128, pages 82 through 86, are held subject to the conditions, covenants, limitations, requirements, reservations and charges as follows:

1. An Architectural Review Committee, hereafter called "ARC", shall be comprised of J. Mark Sowers, his heirs, personal representatives, successors, and assigns. The ARC shall coordinate each residence and lot and generally coordinate the development, construction and planning of the lots in Ashbrook, Section 12, according to the specifications set forth in "Architectural Review, Ashbrook, Section 12" attached hereto as Exhibit A and made a part hereof.

2. No building, structure or alteration or improvement thereto of any character, other than internal alterations, shall be constructed upon any lot hereby conveyed, nor shall any lot be subdivided, or altered (the term "altered" shall include: (a) removal of live trees, (b) grading or locating driveways or entranceways, (c) filling, or (d) any kind or type of construction whether temporary or permanent unless and until such plans, specifications and landscaping lay-out for the same have been approved in writing by the

ARC, as to (a) quality of workmanship and material types, (b) external design and appearance, (c) location of improvements and overall landscaping, and (d) color scheme.

3. All easements along road frontage, lot lines, through lots and common areas as shown on all subdivision plats of Ashbrook, Section 12, are hereby reserved unto the developer, his personal representatives, heirs, assigns, or agents, for the purpose of access, drainage or furnishing light, telephone, landscaping, signage or any utility to the property.

4. All lots shall be used for residential purposes only, and there shall not be erected on any one lot, as such lot may be prescribed and designated on said subdivision plat, more than one detached, single family dwelling house, and the necessary outbuildings suitable therefore. All homes shall have the following minimum of heated finish floor area exclusive of basements and garages:

-Two story homes, minimum of 1400 square feet

-One story homes, minimum of 1200 square feet

No building shall be located on any lot nearer to any street or to a side line than is permitted under the applicable local zoning ordinance in effect at the time such building is constructed. Fences or walls not constituting a part of a building shall be approved by the ARC, and no fences or walls not constituting a part of a building shall be erected, placed or altered on any lot nearer to any street than the minimum exterior set back line but in no case shall it extend farther forward than the rear of the house except with the prior approval of the ARC.

5. No animals, including without limitation, rabbits, livestock, or poultry of any kind shall be allowed on any lot except that dogs, cats or normal household pets may be kept thereon in numbers not exceeding those permitted by law provided they are not kept, bred, or maintained for any commercial purposes, and must be kept under control of their

owner when outside owner's premises, nor constitute a nuisance in the opinion of the ARC, his successors or assigns, however, no vicious animals, including, but not limited to, dogs such as Rottweilers, Pit Bulls, Dobermans, etc., will be allowed to be kept on any lot for any period of time under any circumstances. No dog or cat kennels, rabbit hutches or pigeon lofts, temporary or permanent, shall be erected except for normal household pets.

6. No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Motor homes, recreational vehicles, boats, and vehicles under repair shall not be visible from the street for a period exceeding 24 hours. Any screening of such vehicles must be approved by the ARC.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No use shall be made of any lot which will depreciate or adversely affect the value of the surrounding lots or of the neighborhood.

8. All lot owners shall take care not to disturb or siltate shoulders, backslopes, ditches, pavement, curb and gutter, driveway culverts, or any other improvements within the public right of way, or county easement. Each lot owner agrees to be responsible for disturbances, and siltation caused by themselves, their employees, suppliers, contractors, or others and shall have 14 days from the receipt of a letter from the ARC to correct the damage. If a lot owner fails to properly correct the damage in a workman-like manner, then the ARC or developer will correct the damage and bill the lot owner directly on a cost plus 50% (percent) basis. Lot owner hereby agrees to make payment within 30 days of presentation of bill. A 2% per month (24% per annum) service charge shall be applied to bills after 30 days of presentation.

9. Developer hereby makes notice to all owners to check with the Chesterfield Planning Department about future and potential development of adjacent and area properties prior to purchase

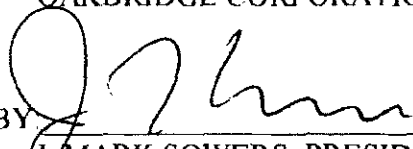
10. Any one or more of these conditions, covenants, limitations, charges and proprietary requirements imposed herein or any subsequent amendments or future covenants and their conditions, covenants, limitations, charges and proprietary requirements may be amended waived, modified, or rescinded, in whole or in part, by written instrument signed by J. Mark Sowers. J. Mark Sowers shall have the right to amend these covenants or any future covenants or amendments of such covenants as the case may be without limitation in his sole discretion except that the concurrence of J. Mark Sowers will not be necessary after the last lot has a house, built and occupied, upon it, or whenever J. Mark Sowers assigns his rights to another party. J. Mark Sowers reserves the right to assign any and all rights herein to the homeowners of Ashbrook, Section 12 and at such time of notification, the homeowners shall hereby accept such assignment as part of these covenants, without return notice of verification of such.

11. Invalidation of any of these covenants and conditions by court adjudication or otherwise shall in no way modify, affect or invalidate any of the other covenants and conditions contained herein, which shall remain in full force and effect.

12. Each and every covenant and condition herein imposed may be enforced by the undersigned or by the owner of any lot by appropriate proceedings at law or in equity against any party violating or attempting or threatening to violate the same to prevent or rectify such violation and/or recover damages therefore. The failure of any owner or the undersigned to bring any such proceeding shall not be considered as a waiver of any rights at law or in equity that any such party may have for past or future violation of any covenant herein contained.

13. These covenants and conditions are to run with the land and shall be binding upon subsequent owner or owners and all parties claiming through or under such owner or owners for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, revoking said covenants, or agreeing to change said covenants in whole or in part.

WITNESS the following signature and seal:

OAKBRIDGE CORPORATION
BY 
J. MARK SOWERS, PRESIDENT

STATE OF VIRGINIA
COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 10th day of September, 2002, by J. Mark Sowers, President of Oakbridge Corporation.

My commission expires: January 31, 2004


Notary Public

EXHIBIT "A"

ARCHITECTURAL REVIEW OF ASHBROOK, SECTION 12

Full Architectural approval shall be a two-part process:

1. Two sets of plans shall be submitted and approved by ARC prior to construction. Plans shall include:

- site plan and landscape plan
- cross section details
- porch and railing details

All construction (including fences, walls and outbuildings) must be approved prior to construction.

2. Final check of the actual construction prior to occupancy to insure that the architectural guidelines have been met.

GUIDELINES

Foundation & Brick

All foundations shall be brick

Stoops & Walks

Front decks shall be supported by 12"x12" brick columns
Front stoop shall be a minimum 4'x6'
Front rails, columns, and pickets shall be painted
X-lattice screening under front stoops and porches

Siding & Roofing

Vinyl siding
20 year roof shingles

Garages

Front entry garages allowed

Colors

Paint colors to be approved - 2 colors on frame house

Heating/Air Conditioning

All air conditioning equipment must be central air conditioning. No window type air conditioning units will be allowed.

All heating and air conditioning units visible from the street shall be screened.

Exceptions can be made on corner lots by request.

General

All plans shall be submitted and review by ARC.

ARC can reject any plan on the basis of general architectural design in its sole discretion.

The Architectural Review Committee (ARC) which consists of J. Mark Sowers, his successors, heirs or assigns, reserves the right to modify the above restrictions or any other imposed deed restrictions in all or part without notice. In addition, the ARC reserves the right to make special exceptions to these conditions on an individual basis; however, any special exception(s) shall not be deemed as a waiver of the restriction(s) as they may apply in the future.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 10 DAY OF SEP 2002, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE.....ADMITTED TO RECORD AT 12:15 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$1.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK

Mail to: Oakbridge Corporation
400-D Southlake Blvd.
Richmond, VA 23236

03 AUG 25

BOOK 5329 PAGE 651
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CIRCUIT COURT CLERK
CHESTERFIELD CO., VA

#716666599100000

**DECLARATION OF RESTRICTIONS AND CONDITIONS
ASHBROOK, SECTION 13**

THIS DECLARATION OF RESTRICTIONS AND CONDITIONS made this 5th day of August, 2003, by OAKBRIDGE CORPORATION, J. Mark Sowers, President.

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, J. Mark Sowers, President of Oakbridge Corporation, as the owner of all the lots in the subdivision known as Ashbrook, Section 13, in Chesterfield County, Virginia, consisting of eighty-seven (81) lots, as shown on a certain plat made by Balzer and Associates, Inc., dated February 5, 2003 and recorded July 31, 2003, in the Clerk's Office, Chesterfield County, in Plat Book 135, pages 47 through 51, are held subject to the conditions, covenants, limitations, requirements, reservations and charges as follows: 1. An Architectural Review Committee, hereafter called "ARC", shall be comprised of J. Mark Sowers, his heirs, personal representatives, successors, and assigns.

The ARC shall coordinate each residence and lot and generally coordinate the development, construction and planning of the lots in Ashbrook, Section 13, according to the specifications set forth in "Architectural Review, Ashbrook, Section 13" attached hereto as Exhibit A and made a part hereof.

2. No building, structure or alteration or improvement thereto of any character, other than internal alterations, shall be constructed upon any lot hereby conveyed, nor shall any lot be subdivided, or altered (the term "altered" shall include: (a) removal of live trees, (b) grading or locating driveways or entranceways, (c) filling, or (d) any kind or type of construction whether temporary or permanent unless and until such plans, specifications and landscaping lay-out for the same have been approved in writing by the ARC, as to (a) quality of workmanship and material types, (b) external design and

appearance, (c) location of improvements and overall landscaping, and (d) color scheme.

3. All easements along road frontage, lot lines, through lots and common areas as shown on all subdivision plats of Ashbrook, Section 13, are hereby reserved unto the developer, his personal representatives, heirs, assigns, or agents, for the purpose of access, drainage or furnishing light, telephone, landscaping, signage or any utility to the property.

4. All lots shall be used for residential purposes only, and there shall not be erected on any one lot, as such lot may be prescribed and designated on said subdivision plat, more than one detached, single family dwelling house, and the necessary outbuildings suitable therefore. All homes shall have the following minimum of heated finish floor area exclusive of basements and garages:

-Two story homes, minimum of 1400 square feet

-One story homes, minimum of 1200 square feet

No building shall be located on any lot nearer to any street or to a side line than is permitted under the applicable local zoning ordinance in effect at the time such building is constructed. Fences or walls not constituting a part of a building shall be approved by the ARC, and no fences or walls not constituting a part of a building shall be erected, placed or altered on any lot nearer to any street than the minimum exterior set back line but in no case shall it extend farther forward than the rear of the house except with the prior approval of the ARC.

5. No animals, including without limitation, rabbits, livestock, or poultry of any kind shall be allowed on any lot except that dogs, cats or normal household pets may be kept thereon in numbers not exceeding those permitted by law provided they are not kept, bred, or maintained for any commercial purposes, and must be kept under control of their owner when outside owner's premises, nor constitute a nuisance in the opinion of the

ARC, his successors or assigns, however, no vicious animals, including, but not limited to, dogs such as Rottweilers, Pit Bulls, Dobermans, etc., will be allowed to be kept on any lot for any period of time under any circumstances. No dog or cat kennels, rabbit hutches or pigeon lofts, temporary or permanent, shall be erected except for normal household pets.

6. No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Motor homes, recreational vehicles, boats, and vehicles under repair shall not be visible from the street for a period exceeding 24 hours. Any screening of such vehicles must be approved by the ARC.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No use shall be made of any lot which will depreciate or adversely affect the value of the surrounding lots or of the neighborhood.

8. All lot owners shall take care not to disturb or siltate shoulders, backslopes, ditches, pavement, curb and gutter, driveway culverts, or any other improvements within the public right of way, or county easement. Each lot owner agrees to be responsible for disturbances, and siltation caused by themselves, their employees, suppliers, contractors, or others and shall have 14 days from the receipt of a letter from the ARC to correct the damage. If a lot owner fails to properly correct the damage in a workman-like manner, then the ARC or developer will correct the damage and bill the lot owner directly on a cost plus 50% (percent) basis. Lot owner hereby agrees to make payment within 30 days of presentation of bill. A 2% per month (24% per annum) service charge shall be applied to bills after 30 days of presentation.

9. Developer hereby makes notice to all owners to check with the Chesterfield Planning Department about future and potential development of adjacent and area properties prior to purchase.

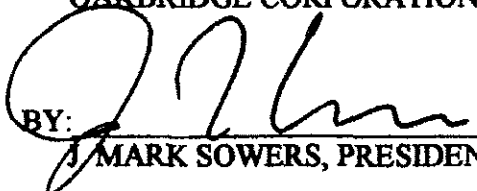
10. Any one or more of these conditions, covenants, limitations, charges and proprietary requirements imposed herein or any subsequent amendments or future covenants and their conditions, covenants, limitations, charges and proprietary requirements may be amended waived, modified, or rescinded, in whole or in part, by written instrument signed by J. Mark Sowers. J. Mark Sowers shall have the right to amend these covenants or any future covenants or amendments of such covenants as the case may be without limitation in his sole discretion except that the concurrence of J. Mark Sowers will not be necessary after the last lot has a house, built and occupied, upon it, or whenever J. Mark Sowers assigns his rights to another party. J. Mark Sowers reserves the right to assign any and all rights herein to the homeowners of Ashbrook, Section 13 and at such time of notification, the homeowners shall hereby accept such assignment as part of these covenants, without return notice of verification of such.

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13. These covenants and conditions are to run with the land and shall be binding upon subsequent owner or owners and all parties claiming through or under such owner or owners for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, revoking said covenants, or agreeing to change said covenants in whole or in part.

WITNESS the following signature and seal:

OAKBRIDGE CORPORATION
BY: 
J. MARK SOWERS, PRESIDENT

STATE OF VIRGINIA
COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 20th day of August, 2003, by J. Mark Sowers, President of Oakbridge Corporation.

My commission expires: January 31, 2004


Notary Public

EXHIBIT "A"

ARCHITECTURAL REVIEW OF ASHBROOK, SECTION 13

Full Architectural approval shall be a two-part process:

1. Two sets of plans shall be submitted and approved by ARC prior to construction. Plans shall include:

- site plan and landscape plan
- cross section details
- porch and railing details

All construction (including fences, walls and outbuildings) must be approved prior to construction.

2. Final check of the actual construction prior to occupancy to insure that the architectural guidelines have been met.

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Vinyl siding
20 year roof shingles

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Front entry garages allowed

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All air conditioning equipment must be central air conditioning. No window type air conditioning units will be allowed.

All heating and air conditioning units visible from the street shall be screened. Exceptions can be made on corner lots by request.

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All plans shall be submitted and review by ARC.
ARC can reject any plan on the basis of general architectural design in its sole discretion.

The Architectural Review Committee (ARC) which consists of J. Mark Sowers, his successors, heirs or assigns, reserves the right to modify the above restrictions or any other imposed deed restrictions in all or part without notice. In addition, the ARC reserves the right to make special exceptions to these conditions on an individual basis; however, any special exception(s) shall not be deemed as a waiver of the restriction(s) as they may apply in the future.

VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT
COURT OF CHESTERFIELD COUNTY, THE 25 DAY
OF AUG 2003, THIS DEED WAS PRESENTED
AND WITH THE CERTIFICATE...., ADMITTED TO
RECORD AT 10:36 O'CLOCK. THE TAX IMPOSED
BY SECTION 58.1-802 IN THE AMOUNT OF
\$.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK