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**DECLARATION OF
STAGS LEAP
PROTECTIVE COVENANTS**

THIS DECLARATION OF STAGS LEAP PROTECTIVE COVENANTS (this "Declaration") is made as of the 23 day of July, 2020 by Rogers-Chenault, Inc., a Virginia corporation (hereinafter referred as "Declarant").

**ARTICLE I
RECITALS**

1.01 Ownership. Declarant is the fee simple owner of certain real property (the "Property") consisting of approximately 15.23 acres and shown on that certain subdivision plat prepared by The Bay Companies entitled "Stag's Leap, Section 1, Single Family Residential" and recorded in the foregoing Clerk's Office in Plat Book 45, page 354 (as supplemented, amended, or otherwise modified from time to time, the "Plat").

**ARTICLE II
GENERAL PROVISIONS**

2.01 Establishment of Covenants. Declarant hereby declares that the Property shall hereafter be held, transferred, sold, leased, conveyed, financed, mortgaged, and occupied subject to the covenants and provisions contained in this Declaration, each and all of which is and are for, and shall inure to the benefit of and pass with, each and every parcel of the Property and all ground leasehold estates therein and shall apply to and bind the heirs, legal and personal representatives, assignees, and successors in interest of any Owner (as hereinafter defined) thereof; provided, however, that any and all rights, powers, and reservations of Declarant including but not limited to those relating to issuances of approval, enforcement, curing of defaults, and rights of regulation according to this Declaration are personal to Declarant and may be transferred to its successor and assigns as contemplated in Section 7.03 hereof which taker may or may not own some or all of the Property.



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2.02 Purpose of Covenants. The general purpose of this Declaration is to provide that the Property which is and shall be known as Stags Leap will be developed, improved, and used in such a manner that:

- (a) The image of Stags Leap as a high quality residential development will be created, preserved, and enhanced;
- (b) Improvements (as hereinafter defined) located therein will provide a harmonious and appealing appearance and function;
- (c) The common areas and appurtenances thereto will be maintained and administered.

The specific purpose of this Declaration is to provide a means for creating, maintaining, controlling, and preserving Stags Leap as a high-quality residential development as permitted by the Zoning Ordinances (hereinafter defined) and this Declaration.

2.03 Definitions.

(a) Association. "Association" shall mean the Stags Leap Property Owners' Association, Inc. or other entity of similar name created by Declaration pursuant to this Declaration.

(b) Builder. "Builder" shall mean and refer to any natural person or entity who is duly licensed as a contractor and who purchases one (1) or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such person's or entity's business. Any natural person or entity occupying or leasing a Lot for residential purposes shall cease to be considered a Builder with respect to such Lot immediately upon occupancy of the Lot for residential purposes, notwithstanding that such natural person or entity originally purchased the Lot for the purpose of constructing improvements for later sale to consumers.

(c) Common Area. "Common Area" means all property within Stags Leap which is owned, leased, or required by this Declaration or the Zoning Ordinances to be maintained or operated by the Association including, but not limited to, any BMP identified on the Plat and the entrance feature at the entrance to Stags Leap.

(d) Improved Lot. "Improved Lot" shall mean a Lot with a completed residence on it. For purposes of the preceding sentence, a residence will be considered completed when a certificate of occupancy or similar certificate has been issued for such residence.

(e) Improvements. "Improvements" shall mean and may include, but not be limited to, buildings, outbuildings, underground installations, slope alterations, dams,



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embankments, spillways, ponds, lakes, swimming pools, spas, tennis courts, recreational structures, sediment control devices, roads, berms, driveways, parking areas, sidewalks, walking paths, street lights, fences, screening walls, retaining walls, stairs, decks, flag poles, paving, windbreaks, plantings, planted trees and shrubs, poles, signs, utilities, water lines, sewer, drainfield and septic systems, electrical and gas distribution facilities, heating, cooling and air circulation equipment and facilities, loading areas, and all other structures or landscaping improvements of every type and kind initially or at any time hereafter placed or constructed on the Property.

(f) Lot. "Lot" shall mean a lot owned in fee simple by Declarant or any other Owner in Stags Leap as shown and designated on the Plat or any supplemental plats recorded in connection with the Property (all of which shall, upon recordation, become part of the "Plat" for purposes of this Declaration). One Owner may own more than one Lot and such Lots shall not merge and shall remain separate Lots in spite of the fact that two or more of same may have a common boundary line.

(g) Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot (as hereinafter defined) but excluding trustees under deeds of trust and all others holding title merely as security for the performance of an obligation. No delegation by a fee simple owner shall relieve such fee simple owner from liability for the performance of such fee simple owner's obligations hereunder. In the event any Lot is jointly owned by two or more persons or entities then each shall be jointly and severally liable hereunder as an Owner.

(h) Supplemental Declarations. "Supplemental Declarations" shall mean any declaration of covenants, conditions, and restrictions provided such subsequent declaration specifically provides that it is supplemental to this Declaration.

(i) Zoning Ordinances. "Zoning Ordinances" shall mean all zoning, subdivision, or land use ordinances to the extent applicable to the Property. Zoning Ordinances shall include, without limitation, the conditions proffered by the zoning applicant and made a part of the Zoning Ordinances, and any amendments of the foregoing proffers.

ARTICLE III PERMITTED AND PROHIBITED USES

3.01 Permitted Uses. The Property is to be used solely for high-quality residential purposes in accordance with the terms and conditions of the Zoning Ordinances, of this Declaration, and of Supplemental Declarations recorded subsequently hereto.

3.02 Prohibited Uses.

(a) No operation or use shall be permitted or maintained which is dangerous, unlawful or unsafe or which causes or produces any of the following effects discernible outside of buildings or affecting any adjacent portion of the Property: (1) noise or sound including, without limitation, music whether prerecorded or performed live that is objectionable because of its volume, duration, or frequency; (unless such noise is part of a community or public function in Common Areas); (2) smoke; (3) noxious, toxic, or corrosive fumes or gases; (4) obnoxious odors; (5) unusual fire or explosive hazards; (6) violations of applicable laws, ordinances and regulations; (7) any other activity which creates a nuisance, is noxious or offensive or is not consistent with the intent or purpose of this Declaration; and (8) no clotheslines or similar type structures shall be permitted on any Lot so as to be visible from the street.

(b) No manufacturing or industrial uses or operations may be conducted or permitted on any Lot.

(c) Unless specifically authorized in writing by Declarant, which authorization shall be in Declarant's sole discretion, no animals other than the following are permitted to be raised, bred, or kept on any Lot: (i) up to three adult dogs, cats, or other household pets per Lot and (ii) chickens but only to the extent such animals are allowed by the Zoning Ordinances. Further, no dog kennels of any type are allowed.

(d) All trash, waste, garbage, or other items to be disposed of must be kept in sanitary containers in the rear yard of each residence. No rubble shall be dumped on any Lot.

(e) No unlicensed or non-operational motor vehicle shall be parked on any Lot for more than 30 days unless kept in an enclosed garage. No trailer, recreational vehicles (RV's), boats, or commercial vehicles shall be parked for more than 48 hours in any one 7 day period on any Lot unless same is kept in enclosed garage, in a rear improved driveway area lying behind the rear foundation line of the house and appropriate screening is provided to shield the view of such from any houses on neighboring Lots. Any storage of recreational vehicles, utility trailers, boat trailers and similar vehicles, in the driveway for the residence or in the rear yard, must comply with the Zoning Ordinances.

3.03 Subdivision. Except with Declarant's consent in writing, which consent will be in Declarant's sole and absolute discretion, no Lot shall be subdivided, no dedication of any part of a Lot for a public or private road shall be made, and no private right-of-way shall be granted; provided, however, that Declarant reserves the right at any time and from time to time to dedicate any portions of the Property owned by it as a public right of way and upon such dedication this Declaration will thereafter no longer affect or apply to the portions of the Property so dedicated and accepted. Any Lot that is subdivided in accordance with this Section 3.03 shall result in the

creation thereby of one or more new Lots for purposes of this Declaration. Declarant may express its consent thereto by signing and recording a plat of survey for such new Lots which plat of survey shall automatically result in the creation of additional Lots as shown on such plat of survey. In no event may the Common Area be subdivided.

3.04 Lot Maintenance.

(a) Vacant Lot. The Owner of any Lot that is not an Improved Lot or on which the Improvements have been destroyed by fire or other casualty, and on which Improvements are not under construction shall maintain its Lot in such a manner that no trash and debris will be allowed to collect and to otherwise provide upkeep to the Lot so that the Lot will not be hazardous and will at all times present a neat and attractive appearance.

(b) Improved Lot. The Owner of any Lot shall, during and after completion of construction of Improvements, keep the Lot and any Improvements and appurtenances thereon or thereunto belonging in a safe, clean, wholesome condition and comply in all respects with all governmental, health, fire, and police requirements and regulations and shall remove at his, her, or its own expense any rubbish of any character whatsoever which the Owner may have accumulated on their Lot.

(c) Maintenance by Association. The Association shall maintain the yards of all Improved Lots. The foregoing shall include regular mulching, grass cutting, and seeding as deemed appropriate in the discretion of the Association but not power washing, root removal, or the maintenance of any shrubbery or trees. This maintenance shall include maintenance of any irrigation system installed on an Improved Lot by Declarant or a Builder before transfer to an Owner that is not Declarant or a Builder (the "Original Irrigation"). Notwithstanding the foregoing or anything else contained in this Declaration to the contrary, if an Owner builds a fence on their Lot, the Association will no longer be responsible for maintaining the fenced in portion of such yard from and after the time the fence is installed. Any Owner building a fence on their Lot may be required by the Association to pay to move some or all of the Original Irrigation. In this case, the Association will continue to maintain the Original Irrigation.

3.05 Common Area Maintenance. The Association shall be responsible for the perpetual maintenance, repair, and replacement of the Common Areas and any improvements constructed on such Common Areas including, but not limited to, the clubhouse, mailboxes within the clubhouse, the pool, street lights, street signs, the entrance sign, and common areas along Rural Point Road. Declarant shall convey the Common Areas to the Association by deed or deeds upon recordation of the Plat and the Association shall be deemed to have automatically accepted such conveyances.



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ARTICLE IV
REGULATION OF IMPROVEMENTS

4.01 Standards. The Architectural Review Committee shall have the right to approve or disapprove any submitted plans if the Committee, in its sole discretion, determines that such plans are not in the best interest of the contemplated development of the Property. The approvals set forth in Article V, together with compliance with all applicable laws, ordinances, and regulations, must be obtained prior to beginning construction of any Improvements on any Lot.

4.02 Completion of Construction. After commencement of construction of any Improvements, the work thereon shall be diligently and continuously prosecuted to the end such that the Improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The Owner of each Lot, or part thereof, shall at all times keep contiguous public streets and Street Rights-of-Way free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of Improvements.

4.03 Landscaping. Every Lot shall be landscaped and maintained thereafter in a sightly and well-kept condition. No cutting of trees of 5-inch caliper or greater is allowed unless such trees are diseased, dead, or the cutting is necessary for drainage or utility work.

4.04 Signs. No outdoor signs shall be permitted without the written consent of Declarant or the Architectural Review Committee except: (1) a "for sale" sign not exceeding ten square feet in size may be placed on any Lot while the same is being offered for sale; (2) appropriate signage at the entrances and/or other locations designating the Property as Stags Leap may be erected by Declarant or the Association; (3) house numbering and street signs may be erected by Declarant or the Association; and (4) appropriate signs to regulate traffic and the use of the Common Area may be erected by Declarant, the Association, or any applicable governmental entity. All signs must comply with the Zoning Ordinances.

4.05 Storage. Except during the construction of Improvements, no materials, supplies, or equipment shall be stored in any area except inside an approved and enclosed building.

4.06 Specific Requirements. Notwithstanding the foregoing, the following shall be required of all improvements on each Lot:

(a) All Lots must have a driveway. Driveways on a Lot must be constructed of, asphalt, concrete, brick, or other surface/material specifically approved by the Architectural Review Committee. All driveways must meet the minimal driveway requirements set forth in the Zoning Ordinances.

(b) All structures erected on a Lot must incorporate a minimum of 30 year asphalt shingles as roofing material or some other roofing material specifically approved by the Architectural Review Committee.

(c) The exterior of all foundations shall be brick or stone. No cinder block, cement block, solite block, or asbestos shingle shall be permitted for the finished exterior of any structures.

(d) Cement board siding similar or equal to HardiePlank is required for all residences.

4.07 Specific Prohibitions. Without limiting the generality of any of the foregoing, the following use restrictions shall be maintained and enforced with respect to the Property:

(a) No temporary buildings or other improvements of a temporary nature including, without limitation, trailers, tents, and shacks, shall be permitted on the Property except as may be permitted by the Architectural Review Committee in its sole and absolute discretion. Any temporary improvements authorized by the Architectural Review Committee must also comply with the Zoning Ordinances and all other applicable law. Temporary improvements used solely in connection with the construction of approved Improvements may be permitted provided they are located reasonably inconspicuously and are removed immediately after completion of such construction.

(b) No "service lines" shall be constructed, placed, or maintained anywhere in or upon the Property unless the same shall be constructed, placed, maintained underground or concealed in, under, or on buildings or other approved Improvements. As used herein, the term "service line" shall include electric, cable, television and telephone poles, wires, cables, conduits, and/or equipment or other devices for the conveyance and use of electricity, telephone, radio, television, or other energy transmission or communication signals on any Lot or part thereof.

ARTICLE V

APPROVAL OF PLANS AND COMMENCEMENT OF CONSTRUCTION

5.01 Plans. Before commencing the construction or alteration of all initial or any subsequent or replacement buildings, enclosures, fences, parking facilities, storage yards, or any other structures or any landscaping or any other Improvements on or to any Lot including, without limitation all replacements thereof and exterior renovations, reconstruction, and repairs thereto the Owner of every such Lot shall first submit preliminary and final plans (including site grading and landscape plans) and specifications for all of the foregoing, all in duplicate, to an architectural review and control committee (the "Architectural Review Committee" or the "Committee") of the Association for its review as hereinafter provided. One copy of submitted plans, specifications, and landscape plans, both preliminary and final, shall become the sole property of the Architectural Review Committee. The Architectural Review Committee shall be organized immediately upon the recordation of this Declaration. The membership of the Committee shall be initially comprised of Todd D. Rogers, Patrick L. Ashley, and Michael B. Chenault. The Architectural Review



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Committee will select its own chairman and may adopt its own rules of order and the chairman himself or upon the request of any member thereof shall call a meeting of the Committee with not less than twenty-four (24) hours prior written notice thereof to each member. A quorum of the Committee shall consist of a majority of its members or one member in the event the Committee consists of two persons or less and a quorum may act as the Committee at any meeting at which a quorum is present. Provided, however, that the Committee may designate and empower one or more of its members to act as the Committee in which event the member so acting shall exercise all power and authority of the Committee. The Committee may engage and seek advice from professional persons including without limitation, attorneys, architects, engineers, surveyors, landscape architects, and land planners in connection with the review of submitted plans and specifications in which event the fees of such professional persons may be charged to and paid by any Owner who has submitted such plans as a condition to approval. Other organizational and operational matters shall be as determined by the Committee at its meetings. The Committee may adopt an Architectural Control Book, which identifies written design criteria to be used by the Committee. The Architectural Control Book may be modified from time to time by the Committee without the need to record such modifications. In the event of the death or resignation of one or all of the members of the Committee, the Board of Directors of the Association shall elect replacement members, provided, however, that so long as the Declarant is the owner of at least one Lot the Declarant may appoint such replacement members of the Committee. In the event the Declarant fails to appoint replacement members within 60 days of resignation or death of a member or members then the Board of Directors of the Association shall elect replacement members. Upon termination of Class B, the members of the Committee shall be elected by the Board of Directors of the Association. However, notwithstanding anything herein to the contrary, approval of plans for initial construction of Improvements on an unimproved Lot, whether the Lot is owned by a Builder or by an individual Lot Owner, shall continue to be within the sole and absolute discretion of the Declarant even after Declarant ceases to own a Lot and the control of the Committee has been passed to the Board of Directors of the Association. The initial mailing address of the Committee is: Stags Leap Review Committee c/o Todd D. Rogers, 9245 Shady Grove Road, Suite 200, Mechanicsville, Virginia 23116. The Committee may change its address at any time without notice.

5.02 Approval Procedures and Requirements.

(a) The procedure for obtaining approvals shall be as follows: The Owner of each Lot will submit an application for the Improvements to be constructed or installed on the Lot to the Committee. Not later than thirty (30) days after the date the Committee actually receives the application with all appropriate attachments, the Committee will give the Owner written notice of approval or disapproval, which disapproval may be based on, among any other applicable grounds, purely aesthetic reasons.

(b) Nothing contained in this Declaration shall prohibit the reconstruction or replacement of Improvements on any Lot in the event the existing Improvements are destroyed by fire, wind, storm, or other such hazard or in the case of landscaping by



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drought, decay, or other cause; provided, however, that the covenants and conditions contained herein including, but not limited to, the Committee's approval requirements shall continue to apply to the Lot and any reconstruction of Improvements shall be performed in accordance with the terms hereof. In the event any Improvements are destroyed or damaged either in whole or in part, the Owner of the Lot on which such damage or destruction occurs shall repair (including any applicable rebuilding) such Improvements within a reasonable period of time thereafter subject in all events to the terms and conditions of this Declaration; provided however, that if any such Improvements are totally damaged or destroyed or partially damaged or destroyed so as to make the cost of repair excessive and the Owner does not desire to so repair and rebuild such Improvements, then such damaged or destroyed Improvements, and such other Improvements on the same Lot of which such damaged and destroyed Improvements are an integrated part shall be immediately and completely razed, dismantled, and removed completely from the Lot, the Lot shall be completely cleared of any and all debris and the Lot shall then be landscaped by the Owner pursuant to plans therefore submitted to and approved by the Committee as contemplated herein. For purposes of this Declaration, total damage or destruction shall mean that the Improvement is damaged or destroyed to such an extent that the Owner in the reasonable exercise of his, her, or its judgment can no longer use or occupy such Improvement for its intended purpose.

5.03 Time for Approval. If the Committee has not approved or rejected an application within thirty (30) days following the actual receipt of the application with all appropriate attachments such application by the Committee, the party making the application shall deliver written notice of the Committee's failure to act to the Board of Directors and, if approval is not granted or denied by the Board of Directors within fifteen (15) days after the day that the Board of Directors receives such written notice, the application shall be deemed to be approved unless the application conflicts with the express minimum requirements of this Declaration or the Architectural Control Book.

5.04 Disapproval. Whenever the Committee or Board of Directors disapproves an application, the disapproval shall be accompanied by a written statement of the reason or reasons for such disapproval.

5.05 Limitation of the Committee's Liability. Neither the Committee nor any member thereof, or its or their successors or assigns, shall be liable to anyone submitting plans and specifications to them for approval, or to any Owner or occupant of land affected by this Declaration, by reason of negligence, a mistake in judgment, variance, inconsistency, or other reason arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. In the event any member of the Committee is named as a party in any actual or threatened legal action on account of his or her membership in the Committee or of any action or non-action which he or she has taken or not taken as a member of the Committee in good faith then the Association shall pay such member's reasonable attorney's fees and costs incurred as a result of any such action. Every person, corporation, partnership, entity, or



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organization who submits plans and specifications to the Committee for approval agrees, by submission of such plans and specifications, and every Owner of any of the Property agrees by acquiring title thereto or an interest therein, that he, she, or it will not bring any action, proceeding or suit against the Committee or any member thereof to recover any such damages. The Committee's approval of any building plans, specifications, site, landscape plans, or elevations or any other approvals or consents given or requirements imposed or suggested in connection therewith by the Committee pursuant hereto or otherwise shall not be deemed a warranty, representation, or covenant that such buildings, landscaping, or other Improvements or other action taken pursuant thereto or in reliance thereon complies with, or is not in violation of, any applicable laws, rules or regulations, and by taking title to or leasing any part of the Property the Owner and/or occupant, for themselves and their heirs, successors and assigns, do hereby expressly release and relieve Declarant, the Committee and all other members of the Committee of any and all liability in connection therewith.

5.06 Easements and Common Area Dedications. As a prerequisite of approval of plans and specifications, the Committee shall have the power to require the Owner who has submitted plans and specifications to grant easements for water lines, sanitary sewers, storm drainage facilities, underground telephone, and electric power lines and other public utilities and to dedicate real estate as a Common Area.

5.07 Time Limitation. All approvals issued by the Committee as provided for in this Article shall be effective for a period of one year from the date approval is given or deemed to have been given as provided in Section 5.03. In the event construction of the work called for by the plans and specifications approved has not been substantially completed within said one year period, approval shall be deemed expired and no construction shall thereafter commence unless a written renewal of such prior approval is granted by the Committee upon application of the Owner according to the method for submission of original plans and specifications as provided for in this Article.

ARTICLE VI COMPLIANCE AND ENFORCEMENT

6.01 Reciprocal Right; Covenants Run with Land. Except as otherwise provided for herein, all restrictions, conditions, covenants, and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every Lot or in favor of every other Lot or part thereof; shall create reciprocal rights and obligations between the respective Owners of all Lots and privity of contract and estate between all Owners of all Lots, their heirs, successors, and assigns; and shall as to the Owner of each Lot, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Lots or parts thereof.

6.02 Attorney's Fees. In any legal or equitable proceeding for the enforcement of or to remedy the violation of these covenants or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees and costs of the prevailing party or parties, in such amount as may be fixed by the court in such proceeding. Such fees upon appropriate docketing of a judgment



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to such effect shall become a lien against the Lot (if any) of the losing party. All remedies provided herein and/or otherwise available, at law or in equity, shall be cumulative and not exclusive.

6.03 Inspection. Declarant, the Committee and authorized agents of the Association may from time to time at any reasonable hour or hours and upon prior reasonable notice to the Owner, enter upon and inspect any Property or Improvements subject to this Declaration to ascertain compliance therewith.

6.04 Compliance Enforcement. Every Owner shall comply with all provisions of this Declaration. Any lack of such compliance shall be grounds for an action or suit to recover sums due, for damages and for injunctive relief or for any other remedy available at law or in equity including, without limitation, specific performance.

6.05 By Whom Enforceable. Subject to the limitations set forth herein this Declaration may be enforced by the Association, by any managing agent on behalf of the Association, by the Declarant, by the Committee, or in any proper case by one or more aggrieved Owners, but none of them shall have any obligation to do so nor be liable to anyone in the event of their failure so to do.

6.06 Failure to Enforce Not a Waiver of Rights. The failure of any party to enforce any provision of this Declaration shall in no event be deemed to be a waiver of the right to do so thereafter.

6.07 Right to Cure. In the event the Owner of any Lot fails to remedy any default, deficiency or violation of this Declaration, Declarant and/or the Association (and not any Owner, occupant or any other person or entity) shall, in addition to all other remedies provided for herein, have the right, privilege, and license to cure such default, deficiency or violation and to make and perform any and all reasonable maintenance, repairs, or correction including without limitation, the destruction and removal of any Improvements constructed without approval of the Committee as provided in Article V hereof, and the costs and expenses thereof, including the reasonable attorney's fees of Declarant or the Association, as the case may be, shall be deemed a special assessment against the Lot and enforceable as provided herein. Before any such action is taken by the Association the Owner shall be given an opportunity to be heard and to be represented by counsel before a meeting of the Board of Directors. Notice of such hearing shall be hand delivered to the Owner or mailed by registered or certified mail, return receipt requested, to the Owner at the address of record with the Association at least fourteen (14) days prior to the hearing.

ARTICLE VII TERM, MODIFICATION, AND ASSIGNMENT OF DECLARANTS RIGHTS AND DUTIES

7.01 Term. Every provision hereof and every covenant, condition, and restriction contained herein shall continue in full force until terminated by a vote of not less than 80% of the total votes




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available to be voted as described in Section 8.03; provided, however, no such termination may occur unless it complies with the Zoning Ordinances.

7.02 Modification. This Declaration, or any provision hereof, may be extended, modified, or amended (but not terminated completely except as provided for in Section 7.01), as to the whole of the Property or any portion thereof with the vote of at least 2/3 of the total votes available to be voted as described in Section 8.03. The vote shall be in writing or shall be certified to be correct by the Declarant, the Board of Directors of the Association, or any officer of the Association appointed for such purpose by the Board of Directors which certification shall be prima facie evidence of the truth of the matter certified. Notwithstanding anything contained in this Declaration to the contrary, for so long as Declarant owns any piece of real property subject to this Declaration (including, but not limited to, any Lots or Common Area) (i) no extensions, modifications, amendments, or terminations of this Declaration shall be effective without the written approval of Declarant and (ii) Declarant may at any time, in Declarant's sole and absolute discretion, extend, modify, amend, or terminate this Declaration provided no such extension, modification, amendment, or termination conflicts with the Zoning Ordinances. Further, Declarant may extend the terms and conditions of this Declaration to any adjacent or contiguous parcels of real property owned by Declarant or a corporate entity under common ownership as the Declarant, provided no such extension, modification, amendment, or termination conflicts with the Zoning Ordinances.

7.03 Assignment of Declarant's Rights and Duties. Any and all rights, powers, and reservations of Declarant herein contained or hereafter granted to Declarant pursuant to the terms and provisions of this Declaration may be assigned in whole or in part to any person, corporation, partnership, entity, or organization (including, but not limited to, the Committee or the Association) which will assume the position of Declarant pertaining to the particular rights, powers, easements, and reservations assigned, and upon any such person, corporation, partnership, entity, or organization's evidencing its consent in writing to accept such assignment and assume such position, he or it shall, to the extent of such assignment, have the same rights, powers, easements and reservations as Declarant and be subject to the same obligations, if any, which then exist by reason of this Declaration. For purposes of the foregoing, the Association will be deemed to accept any such assignment by Declarant upon assignment by Declarant and no additional writing shall be required. Upon the occurrence of such assignment Declarant will give record notice by recording a notice of such assignment in the Office of the Clerk of the Circuit Court of County of Hanover. In the event of an assignment to the Association, then the Association shall be responsible for giving or recording such notice. Upon the occurrence of such assignment Declarant and agents shall be released and relieved from any and all liability and obligations imposed upon it as the Declarant by this Declaration occurring subsequent to the date of such assignment.


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ARTICLE VIII
OWNERS ASSOCIATION


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8.01 Creation. The Declarant has caused the Association to be incorporated under the laws of the Commonwealth of Virginia. The Association is governed by a board of directors (the "Board of Directors"). An individual need not be an Owner to serve as a director on the Board of Directors or as a member of any committee of the Association. The primary purpose of the Association is to provide for the use, care, maintenance, repair, and improvement of the Common Areas. In connection therewith, it may provide for capital reserves for this purpose, employ employees, engage professional persons, and engage professional management to assist in the operation of the Association and borrow funds as it deems prudent and necessary to run the affairs of the Association. The Association is governed by the provisions of its Articles of Incorporation and Bylaws which at all times shall be consistent with the provisions of this Declaration. In the event of any discrepancy between the terms and conditions of this Declaration, the Articles of Incorporation, and the Bylaws, the terms and conditions of this Declaration shall control.

8.02 Members. All Owners of Lots shall upon becoming an Owner automatically become members of the Association. Membership in the Association shall be appurtenant to and may not be severed from record title to a Lot. Ownership of a Lot shall be the sole qualification for membership in the Association. There shall be two classes of membership, Class A and Class B, with Declarant constituting Class B and Declarant (so long as it is an Owner) and all other Owners constituting Class A as specified in Section 8.03 hereof.

8.03 Board of Directors.

(a) The initial Board of Directors will consist of 3 directors who will be named by Declarant. The initial terms of the initial directors shall be as follows: the first director shall serve a term of 1 year, the second director shall serve a term of 2 years, and the final director shall serve a term of 3 years. Upon expiration of each initial term and thereafter, the terms of all subsequent directors shall be 3 years unless otherwise provided in the Articles of Incorporation of the Association or any amendments thereto. Following the termination of Class B as described in Section 8.03(b), the Association may, by vote of a majority of the Class A members cast as described in Section 8.03(c) increase the number of directors to five. Said majority vote shall be sufficient to support any amendment to the Articles of Incorporation required for such purpose.

(b) The two directors whose terms expire first are referred to herein as the "Class B Directors." Declarant will elect or designate such Class B Directors' successors until the expiration of Class B. The members of Class A will elect or designate the third member of the Board of Directors (the "Class A Director") upon expiration of their initial term. Class B will cease to exist at the time Declarant no longer owns any piece of real estate subject to this Declaration. Upon expiration of Class B, Class A will be the only class of members of the Association and all directors will be elected by the vote of the

Class A members as hereinafter provided. The number and terms of office of Class A Directors will not be changed so long as Declarant is entitled to designate any directors.

(c) Subject to the above, each Class A member of the Association shall be entitled to vote for election of Directors and otherwise as follows: each Owner of a Lot shall be entitled to one vote per Lot. Notwithstanding the preceding sentence, Declarant shall be entitled to three votes for each Lot owned by Declarant and each future Lot identified on the Plat. Owners entitled to vote may give a written proxy to any other Owner entitling such Owner to cast votes by proxy. The membership books will be closed and adjustments in each member's voting rights will be made on the above basis by the Board of Directors 90 days prior to each annual meeting of the members or upon such date closer to the meeting as may be required by statute then in effect.

8.04 Adoption and Enforcement of Rules.

(a) The Board of Directors of the Association shall have the power to establish, adopt, and enforce rules and regulations with respect to use of the Common Areas and with respect to such other areas of responsibility assigned to the Association by the Declaration. Rules and regulations may be adopted by resolution and shall be reasonably published or distributed to the Owners or posted in a conspicuous place or places in the Common Areas. The members of the Association may, by a majority of the members present in person or by proxy constituting a quorum for the conduct of business as provided in the Bylaws of the Association at a meeting convened in accordance with the provisions of the Bylaws of the Association and called for that purpose, repeal or amend any rule or regulation adopted by the Board of Directors. Rules and regulations may be enforced by any method normally available to the owner of private property in Virginia, including, but not limited to, application for injunctive relief or damages, during which the court may award to the Association court costs and reasonable attorney's fees. Votes of members shall be cast and counted in the same manner as votes for Class A directors as described in Section 8.03 hereof.

(b) In addition to other remedies available to it, the Board of Directors of the Association shall also have the power to seek injunctive relief from the Circuit Court of the County of Hanover against any Owner for any violation of the Declaration or rules and regulations for which the Owner or his family members, tenants, guests, or other invitees are responsible. Before such injunctive relief is sought, the Owner shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors. Notice of a hearing shall be hand delivered to the Owner or mailed by registered or certified mail, return receipt requested, to the Owner at the address of record with the Association at least fourteen days prior to the hearing. The Association may recover from the Owner its costs and reasonable attorney's fee in enforcing this and every other section of this Declaration.



8.05 Funding; Assessments.

(a) Each Owner by acceptance of a deed whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay all assessments to the Association as provided in this Declaration with all such assessments to be established and collected as herein provided. All assessments, together with interest, costs and reasonable attorney's fees incurred in the collection thereof (collectively, the "Collection Costs") shall be a charge on the land and shall be a lien upon the Lot against which each such assessment is made as provided by and subject to the provisions of Section 8.06 hereof. Each such assessment, together with the Collection Costs appertaining thereto, shall also be the personal obligation of the persons or entities who are the Owners of such Lot at the time when the assessment falls due. The failure of an Owner to pay any assessment or other charge authorized by this Declaration will provide the Association with the right to deny such Owner access to any or all of the Common Areas.

(b) Funds to operate the Association will be provided by assessment of the Owners. The amount of such assessments shall be fixed by the Board of Directors. At or before the annual meeting of members the Board of Directors shall submit to the members its estimate of the total cost to be incurred by the Association for the ensuing year, and each Owner by virtue of ownership of a Lot shall thereupon become liable for and be assessed for his, her, or its pro rata share of such total based upon the ratio of the number of Lots owned by such Owner and the total number of Lots subject to assessment, which shall be payable as determined by the Board of Directors. Annual assessments for each year shall be due and payable on January 25th unless otherwise determined by the Board of Directors. The initial annual assessment for the year 2020 is \$250 per Lot per month.

(c) Upon each and every transfer of a Lot, the transferee of such Lot shall pay a \$500 membership fee to the Association (the "Membership Fee"). No Builder shall be required to pay a Membership Fee unless such Builder leases a Lot in which case the Builder shall pay the Membership Fee at the time the Lot is leased. The Declarant may alter the amount of the Membership Fee from time to time in Declarant's sole discretion until termination of Class B. After termination of Class B, the Board of Directors may alter the amount of the Membership Fee from time to time.

(d) Special Assessments.

(1) In addition to all other assessments which are authorized in the Declaration, the Board of Directors of the Association shall have the power to levy periodic special assessments against the Owners if the purpose in so doing is found by the Board of Directors to be in the best interests of the Association and the proceeds of such assessment are used in connection with the Association. Any such special assessment may be rescinded by majority vote of the Owners constituting a quorum as provided in the Bylaws of the Association attending a meeting of the

membership convened in accordance with the provisions of the Bylaws of the Association within 60 days of notice of such assessment. The Owners shall be deemed to have received notice of such special assessment three days after mailing of same by the Association as provided in Section 9.05 hereof.


(2) The failure of an Owner to pay the special assessment shall entitle the Association to the lien provided hereunder as well as any other rights afforded a creditor under applicable law.

(e) Any assessments by the Association which are not paid by an Owner within such time as shall be designated by the Board of Directors, in the Bylaws of the Association, or as otherwise provided for herein shall result in such Owner being liable for a reasonable late charge determined by the Board of Directors, and such assessment shall bear interest per annum at the judgment rate of interest in Virginia from such date until paid, or at the maximum lawful interest rate for such obligations, whichever is less.


(f) Notwithstanding anything contained in this Declaration to the contrary except regarding Special Assessments as set forth in Section 8.05(d), the Declarant shall not be liable for any assessments of any kind (including, but not limited to, the Membership Fee) on any Lot owned by Declarant until such time as a Lot is occupied as a residence. Notwithstanding anything contained in this Declaration to the contrary except as set forth in Section 8.05(c) above, no Builder shall be liable for any regular assessments of any kind on any Lot owned by such builder until the earlier of (i) the date a certificate of occupancy is issued for the dwelling on such Lot or (ii) one year after the date on which the Builder or any entity or person related to such Builder obtains ownership of the Lot. Declarant and Builders shall be liable for the payment of Special Assessments levied pursuant to Section 8.05(d) above.

(g) The Declarant shall have the right, but not the obligation, to loan such funds to the Association on such terms as shall be agreed to by the Declarant and the Association. Such loans may be evidenced by one or more promissory notes.

8.06 Lien for Assessments. Once perfected, the Association shall have a lien on every Lot for unpaid assessments levied against that Lot in accordance with the provisions of the Property Owner's Association Act set forth in the Code of Virginia, as the same may be amended from time to time (the "Property Owners' Association Act") and of the Declaration. The Association may enforce its rights under any such lien as provided for in the Property Owners' Association Act.


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ARTICLE X
MISCELLANEOUS PROVISIONS


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9.01 Constructive Notice and Acceptance. Every person, corporation, partnership, entity, or organization, who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person, corporation, partnership, entity, or organization acquired such right, title, or interest.

9.02 Headings. Paragraph, Article, and Section headings, where used herein, are inserted for convenience of reference only, are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular paragraphs to which they refer, and accordingly shall not be deemed or construed to affect the meaning of any provision hereof.

9.03 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, such provision shall be struck, and the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

9.04 Conflict with Applicable Laws. This Declaration is intended to comply with the provisions of applicable law, including, without limitation, the provisions of the Property Owners' Association Act and the provisions of this Declaration shall be construed and interpreted so as to comply with rather than to violate any such provision of law in the event of any conflict.


9.05 Written Notice. Whenever written notice is required or specified herein, such written notice shall be deemed given only when delivered in person or deposited in the United States mail, postage paid and addressed to the last known address of the addressee which may be the address shown on the real estate tax records of the County of Hanover for the addressee or the Lot owned by such addressee. All such notices shall be sent certified mail, return receipt requested. Whenever actual receipt is specified or required herein, then such actual receipt shall be deemed obtained when notice is given in writing and delivered in person or otherwise actually received by the designated recipient.

9.06 Exceptions and Waivers. Declarant reserves the right to grant exceptions to and waive any of the provisions contained in this Declaration except those related to maintenance and as otherwise required under the Zoning Ordinances. Such exceptions and waivers may be granted by Declarant in its sole and absolute discretion. Every exception and waiver granted by Declarant shall be made in writing in recordable form and may be recorded. The granting of any exception or waiver with respect to any Lot or part thereof shall not be deemed an amendment of this Declaration except to the extent specifically set forth in such exception or waiver, shall not entitle any Owner to similar rights or privileges and shall create no negative reciprocal easements or other rights in favor of any other party.

9.08 Cumulative Remedies. The various rights, options, elections, powers, and remedies contained in this Declaration shall be construed as cumulative, and no one of them shall be exclusive of any of the others or of any other legal or equitable remedy which Declarant, the Association, the Committee or any Owner might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy of any such party shall not impair its right to any other right or remedy until all obligations imposed upon any other party, person or entity have been fully performed.

9.09 Consent of Lender and Trustee. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Touchstone Bank a Virginia corporation ("Noteholder") and the undersigned trustee ("Trustee"), as the beneficiary and trustee, respectively, pursuant to that certain deed of trust dated January 30, 2019 and recorded January 31, 2019 in the Clerk's Office, Circuit Court, Hanover County, Virginia in Deed Book 3216, Page 1959 (as amended or otherwise modified from time to time, the "Deed of Trust"), hereby consent to the terms of this Declaration and subordinate the lien of the Deed of Trust, as the same may be amended or otherwise modified from time to time, to all rights, obligations, burdens, and restrictions of this Declaration with respect to the property described in the Deed of Trust. Subject to the foregoing, the Deed of Trust shall be unaffected by this Declaration and shall continue as a lien on the property therein described. Further, by execution of this Declaration, the Noteholder authorizes and directs the Trustee to execute this Declaration.


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IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed.

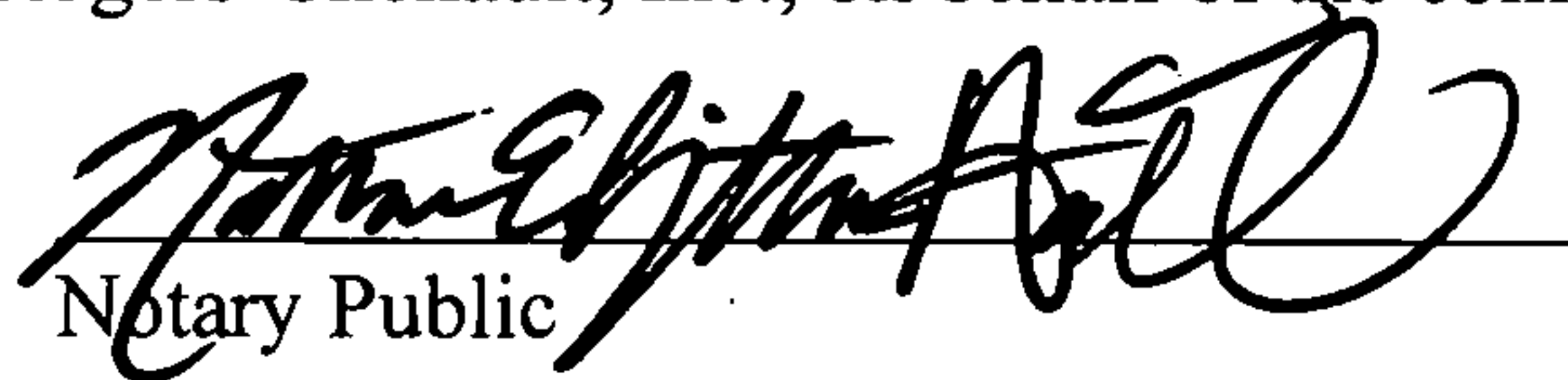
DECLARANT:

ROGERS-CHENAULT, INC.

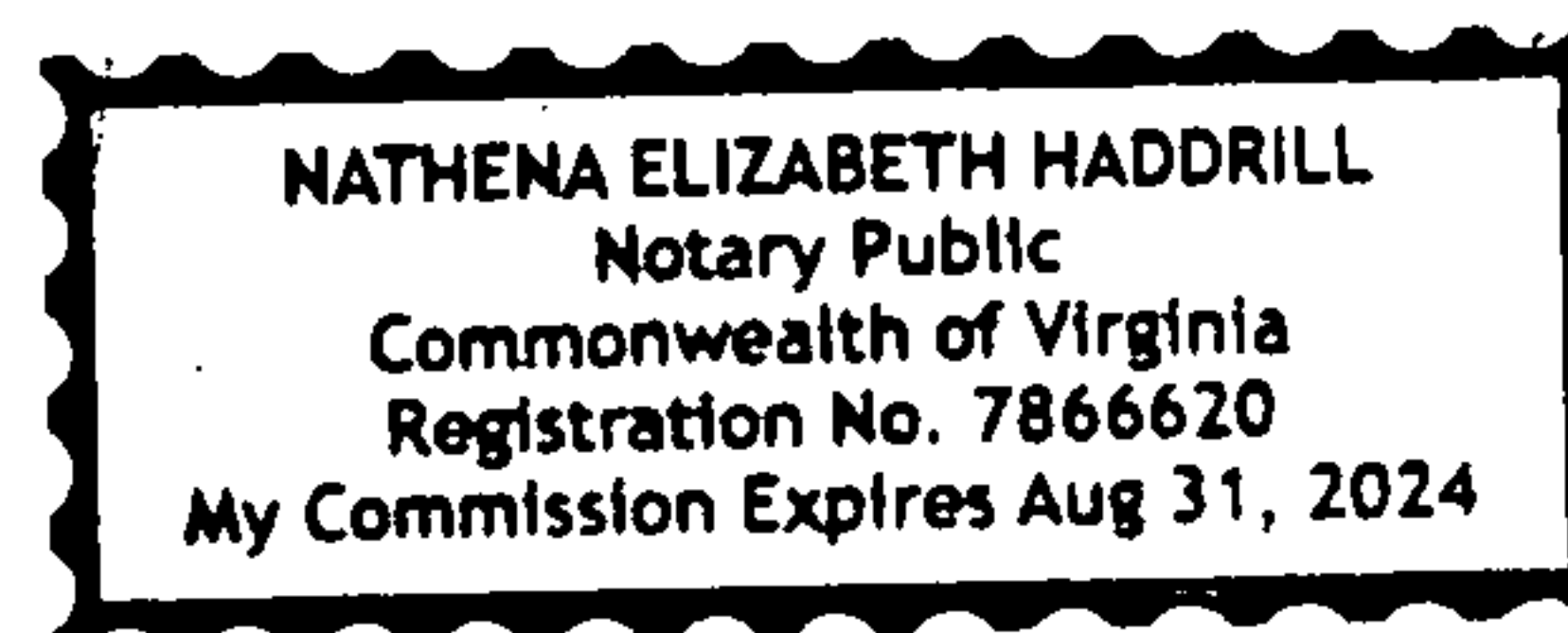
By:  (SEAL)
Todd D. Rogers, President

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

The foregoing Declaration was acknowledged before me this 23 day of July 2020, by Todd D. Rogers, the President of Rogers-Chenault, Inc., on behalf of the company.


Notary Public

My Commission expires: Aug 31, 2024



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NOTEHOLDER:

Touchstone Bank

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SEC 58.1-802 GRANTOR'S
TAX PD. \$.00
FRANK D. HARGROVE, JR, CLERK
BY: SWEBB

By: Mark H. Stevens (SEAL)
Name: Mark H. Stevens
Title: Senior Vice President

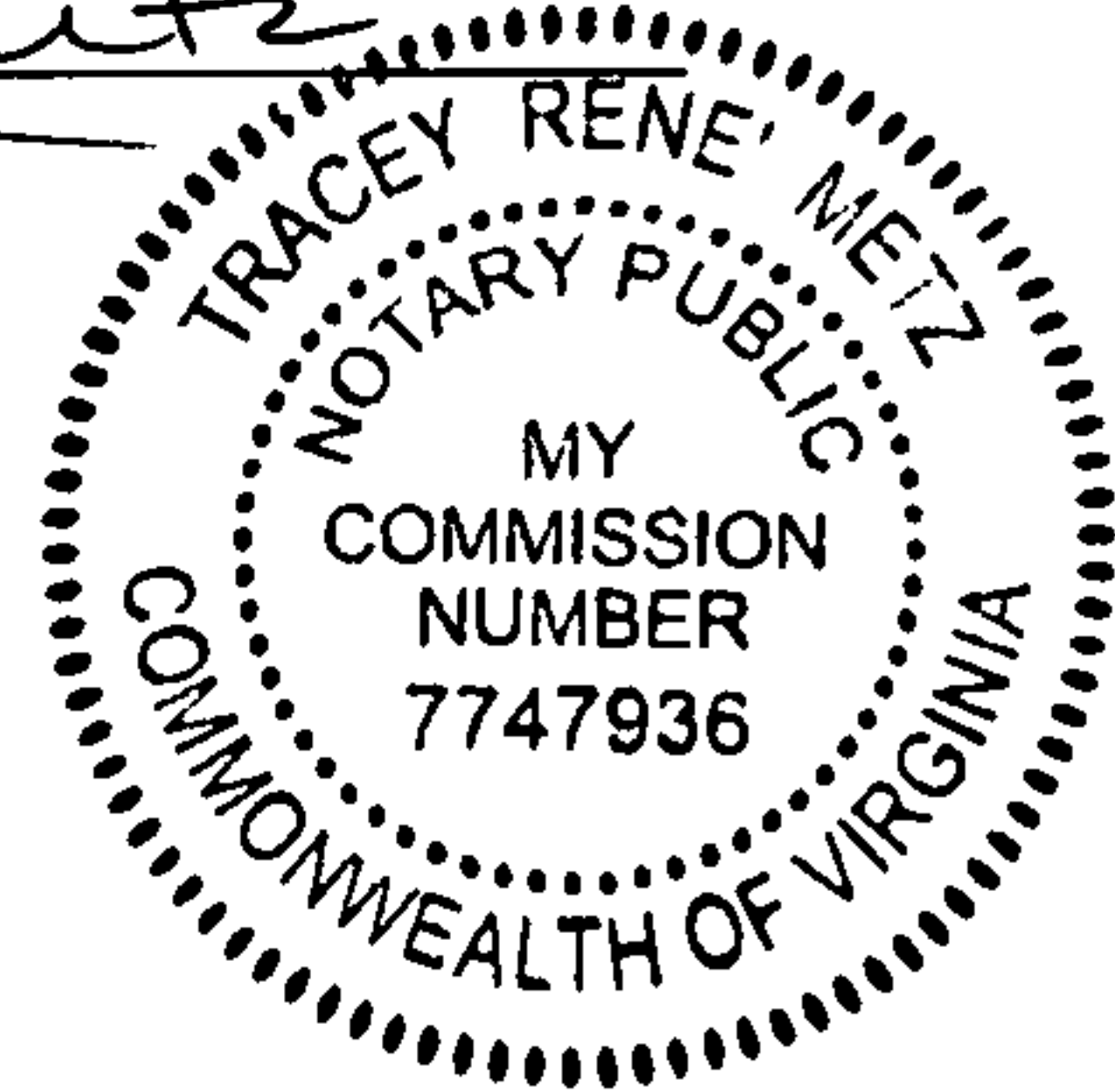
STATE OF VIRGINIA

CITY/COUNTY OF Chesterfield to-wit:

The foregoing Declaration was acknowledged before me this 23 day of July 2020, by Mark H. Stevens, the Senior Vice President of Touchstone Bank, a Virginia corporation.

Tracey Rene Metz
Notary Public

My Commission expires: 9.30.21



TRUSTEE:

By: James R. Black (SEAL)
Name: James R. Black
Title: Trustee

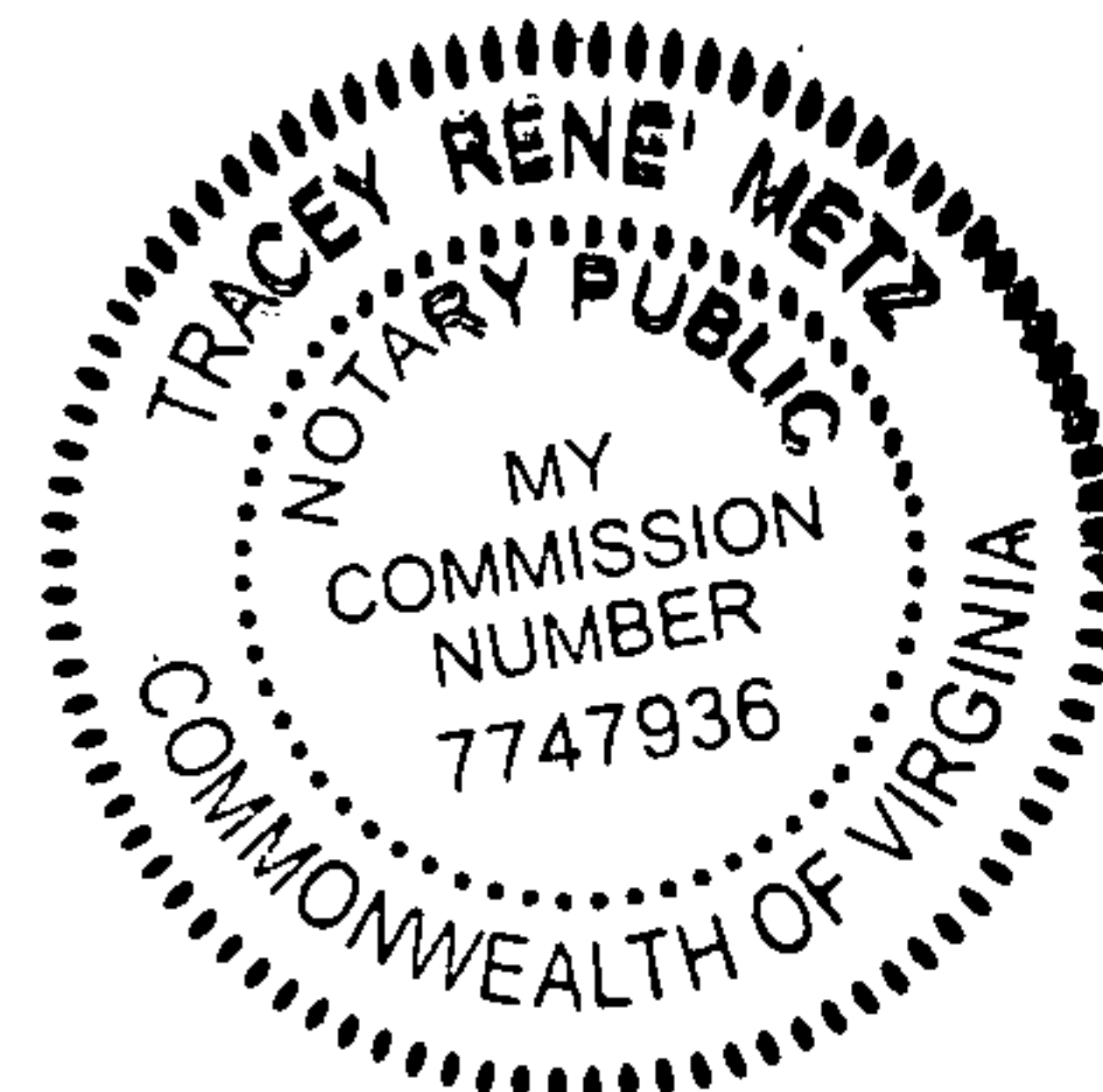
STATE OF VIRGINIA

CITY/COUNTY OF Chesterfield to-wit:

The foregoing Declaration was acknowledged before me this 23 day of July 2020, by James R. Black, as the Trustee under the Deed of Trust.

Tracey Rene Metz
Notary Public

My Commission expires: 9.30.21



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