

Revised 1/12/2021 PE-46 16.14

SUBMISSION CERTIFICATE

THE SUBDIVISION OF LAND SHOWN HEREIN, DESIGNATED AS "ASHLEY FARMS SECTION 1," IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND TRUSTEE, THERE IS A DEED OF TRUST ON THIS PROPERTY, THE DESIGNATION OF THE STREETS AND EASEMENTS IS OF THE WIDTH AND EXTENT SHOWN ON THIS PLAN. ALL EASEMENTS ARE FOR SURFACE AND UNDERGROUND DRAINAGE AND UNDERGROUND AND OVERHEAD UTILITIES.

GIVEN UNDER MY HANDS AND SEAL THIS 7th DAY OF December 2020.

[Signature]
(OWNER-SIGNATURE)

[Signature]
(OWNER-PRINT)

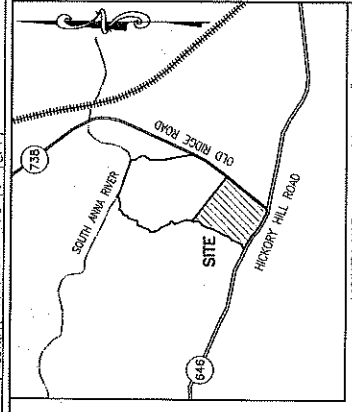
[Signature]
(TRUSTEE-SIGNATURE)

Ronald G. Gill
(TRUSTEE-PRINT)

SOURCE OF TITLE

THE PROPERTY EMPRACED WITHIN THE LIMITS OF THIS SUBDIVISION WAS CONVEYED TO RIVERLAND FARM, LLC, FROM VIRGINIA REEL WINSTON AND ZOE WINSTON, BY DEED DATED MAY 9, 2020, AND RECORDED MAY 21, 2020, IN DEED BOOK 3558, PAGE 2229, IN THE CLERK'S OFFICE OF THE CIRCUIT COURT, HANOVER COUNTY, VIRGINIA.

[Signature]
BALZER & ASSOCIATES, INC.



NOTES

OWNER: RIVERLAND FARM, LLC
 DEVELOPER: RCI BUILDERS LLC
 9245 SHADY GROVE ROAD, SUITE 200
 MECHANICSVILLE, VA 23116
 PHONE: (804) 249-3501
 CONTACT: PATRICK ASHLEY
 USE: SINGLE FAMILY RESIDENTIAL
 ZONED: A-1
 GPN: 7891-24-0202
 WATER WELL
 SEWER: SEPTIC
 ROADS: PRIVATE ACCESS
 NUMBER OF LOTS: 3
 AREA IN LOTS: 30,000± ACRES
 AREA IN OPEN SPACE: 10,000 ACRE
 TOTAL AREA: 40,000± ACRES
 TRAFFIC ZONE: 1711

THIS PROPERTY IS LOCATED WITHIN A FEMA DEFINED FLOOD ZONE "X" PER COMMUNITY PANEL NUMBER: 5108201858, EFFECTIVE ITS DECEMBER 12, 2008. THIS PROPERTY IS IN A CHESAPEAKE BAY PRESERVATION ACT AREA. THE LIMITS OF ANY RPA LOCATED ON THIS SITE HAVE BEEN SHOWN ON THE PLAN. RESOURCE PROTECTION AREA ARE TO BE RETAINED AS UNDISTURBED, AND VEGETATED 100' WIDE BUFFER AREA, AS SPECIFIED IN CHAPTER 10 OF THE HANOVER COUNTY CODE. ONLY WATER DEPENDENT FACILITIES AND REDEVELOPMENT AS DEFINED IN CHAPTER 10 OF THE HANOVER COUNTY CODE ARE PERMISSIBLE WITHIN THE RESOURCE PROTECTION AREA, INCLUDING THE 100' WIDE BUFFER. A PLAN SHOWING THE APPROVED LOCATIONS OF DRAINFIELDS IS ON FILE WITH THE HANOVER COUNTY HEALTH DEPARTMENT. ALL LOTS LOCATED WITHIN A CHESAPEAKE BAY PRESERVATION ACT AREA ARE REQUIRED TO HAVE A 100% RESERVE DRAINFIELD. ALL SEPTIC SYSTEMS LOCATED WITHIN A CHESAPEAKE BAY PRESERVATION AREA WILL NEED TO BE PUMPED OUT EVERY FIVE (5) YEARS.



SURVEYOR'S CERTIFICATE

TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL OF THE REQUIREMENTS AS SET FORTH IN THE ORDINANCE FOR APPROVING PLATS OF SUBDIVISION FOR RECORATION IN HANOVER COUNTY, VIRGINIA, HAVE BEEN COMPLIED WITH. ALL LOT CORNERS HAVE BEEN MARKED WITH IRON PINS SET AS SHOWN ON THE PLAT. THIS WILL BE SET BY JULY 7, 2021.

CALC. CHECK	
UTILITIES	
DWG. BY	BCH
SURVEYOR	CMF

[Signature]
BALZER & ASSOCIATES, INC.

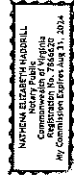
APPROVED

HANOVER CO. PLANNING COMMISSION
[Signature]
 DATE: 1/18/21

RECOMMENDED FOR APPROVAL BY VDOT
[Signature]
 DATE: 1/8/21

Signature (VDOT)

COMMONWEALTH OF VIRGINIA
 CITY / COUNTY OF Hanover TO WIT:
[Signature] Elizabeth Haddock, Clerk of the Circuit Court
 WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT HAS ACKNOWLEDGED THE SAME BEFORE
 ME THIS 7th DAY OF December, 2020.



COMMONWEALTH OF VIRGINIA
 CITY / COUNTY OF Essex TO WIT:
[Signature] James G. Gill, Notary Public
 WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT HAS ACKNOWLEDGED THE SAME BEFORE
 ME THIS 7th DAY OF December, 2020.



NOTARY PUBLIC
 REG. #: 1710203
 EXPIRING: 07/31/2024



ASHLEY FARMS SECTION 1

BEVERDAK DISTRICT
 HANOVER COUNTY, VIRGINIA
 PLANNERS / ARCHITECTS / ENGINEERS / SURVEYORS
 1801 Cap. Hill Drive, Suite 400, Mechanicsville, Virginia 23103 | Phone: (804) 753-0001 | www.balzer.com

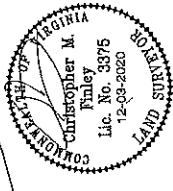
DATE: 12-08-2020
 SCALE: AS SHOWN
 DRAWN BY: BCF
 CHECKED BY: CMF
 SHEET 1 OF 2



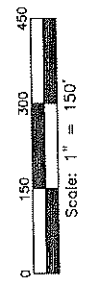
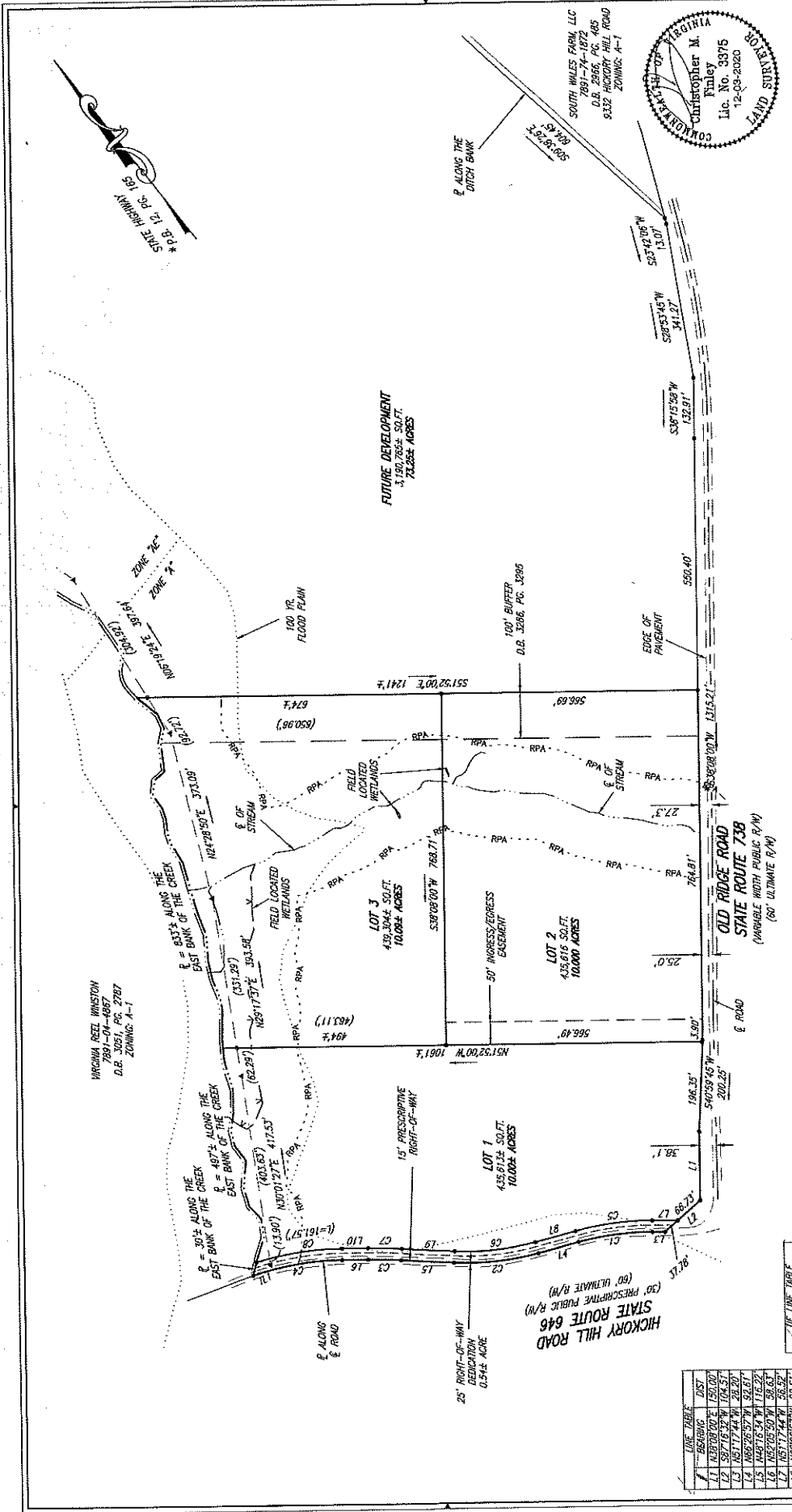
DATE: 12-05-2020
 SCALE: 1" = 200'
 JOB: S250026.00
 DRAWN BY: J. CHIE
 CHECKED BY: CHIE
 SHEET 2 OF 2

ASHLEY FARMS SECTION 1

BEAVERDAM DISTRICT
 HANCOCK COUNTY, VIRGINIA
 PLANNERS / ARCHITECTS / ENGINEERS / SURVEYORS
 BEAVERDAM DISTRICT
 1801 City View Drive, Suite 200 | Harrison, Virginia 23113 | Phone: (804) 794-0101 | www.balzer.com



SOUTH WALKER FARM, LLC
 7815-74-1870
 O.B. 2056 P.G. 405
 9332 HICKORY HILL ROAD
 ZONING: A-1




CHORD TABLE

BEARING	CHORD	BEARING	CHORD LENGTH	DELTA
C1	15.00	15.00	15.00	0.00
C2	15.00	15.00	15.00	0.00
C3	15.00	15.00	15.00	0.00
C4	15.00	15.00	15.00	0.00
C5	15.00	15.00	15.00	0.00
C6	15.00	15.00	15.00	0.00
C7	15.00	15.00	15.00	0.00
C8	15.00	15.00	15.00	0.00
C9	15.00	15.00	15.00	0.00
C10	15.00	15.00	15.00	0.00
C11	15.00	15.00	15.00	0.00
C12	15.00	15.00	15.00	0.00
C13	15.00	15.00	15.00	0.00
C14	15.00	15.00	15.00	0.00
C15	15.00	15.00	15.00	0.00
C16	15.00	15.00	15.00	0.00
C17	15.00	15.00	15.00	0.00
C18	15.00	15.00	15.00	0.00
C19	15.00	15.00	15.00	0.00
C20	15.00	15.00	15.00	0.00
C21	15.00	15.00	15.00	0.00
C22	15.00	15.00	15.00	0.00
C23	15.00	15.00	15.00	0.00
C24	15.00	15.00	15.00	0.00
C25	15.00	15.00	15.00	0.00
C26	15.00	15.00	15.00	0.00
C27	15.00	15.00	15.00	0.00
C28	15.00	15.00	15.00	0.00
C29	15.00	15.00	15.00	0.00
C30	15.00	15.00	15.00	0.00

LINE TABLE

LINE	BEARING	DIST
L1	S89°17'17.71" W	45.34
L2	S89°17'17.71" W	45.34
L3	S89°17'17.71" W	45.34
L4	S89°17'17.71" W	45.34
L5	S89°17'17.71" W	45.34
L6	S89°17'17.71" W	45.34
L7	S89°17'17.71" W	45.34
L8	S89°17'17.71" W	45.34
L9	S89°17'17.71" W	45.34
L10	S89°17'17.71" W	45.34
L11	S89°17'17.71" W	45.34
L12	S89°17'17.71" W	45.34
L13	S89°17'17.71" W	45.34
L14	S89°17'17.71" W	45.34
L15	S89°17'17.71" W	45.34
L16	S89°17'17.71" W	45.34
L17	S89°17'17.71" W	45.34
L18	S89°17'17.71" W	45.34
L19	S89°17'17.71" W	45.34
L20	S89°17'17.71" W	45.34
L21	S89°17'17.71" W	45.34
L22	S89°17'17.71" W	45.34
L23	S89°17'17.71" W	45.34
L24	S89°17'17.71" W	45.34
L25	S89°17'17.71" W	45.34
L26	S89°17'17.71" W	45.34
L27	S89°17'17.71" W	45.34
L28	S89°17'17.71" W	45.34
L29	S89°17'17.71" W	45.34
L30	S89°17'17.71" W	45.34

This Instrument Prepared By:
Joseph A. Perini, VSB# 65822
MeyerGoergen PC
1802 Bayberry Court, Suite 200
Richmond, VA 23226
(804) 288-3600


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Bk: 3286 Pg: 3295
Hanover Co VA
12/03/2020 02:56:34 PM
DECL

GPIN: 7891-24-0202

**DECLARATION OF
ASHLEY FARMS
PROTECTIVE COVENANTS**

THIS DECLARATION OF ASHLEY FARMS PROTECTIVE COVENANTS (this "Declaration") is made as of the ~~5th~~ day of November, 2020 by Riverland Farm, LLC, a Virginia limited liability company (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 30.00 acres labeled as Lot 1, Lot 2, and Lot 3 on that certain plat prepared by Balzer & Associates, titled "Ashley Farms Section 1," and recorded in the Clerk's Office, Circuit Court, Hanover County, Virginia in Plat Book ____, page ____ (as supplemented, amended, or otherwise modified from time to time, the "Plat"). The Property specifically does not include that certain parcel of property containing 73.87 acres, more or less, shown and labeled on the Plat as "Future Development." Accordingly, nothing in this Declaration shall apply to the "Future Development" parcel.

**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. For the avoidance of doubt, this Declaration shall not apply to the parcel of real property shown as "Future Development" on the Plat.

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

(a) The image of Ashley Farms as a high quality rural residential development will be created, preserved, and enhanced;

(b) Improvements (as hereinafter defined) located therein will provide a harmonious and appealing appearance and function;

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

2.03 Definitions.

(a) Architectural Review Committee. "Architectural Review Committee" shall have the meaning set forth in Section 5.01 below.

(b) Committee. "Committee" means the Architectural Review Committee.

(c) 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.

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

(e) Lot. "Lot" shall mean a lot owned in fee simple by Declarant or any other Owner in Ashley Farms 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.



(f) Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot including Declarant for so long as Declarant owns title to any Lot, 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.

(g) 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.

(h) Zoning Ordinances. "Zoning Ordinances" shall mean all Hanover County 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 and Obligations. The Property is to be used solely for high quality rural 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.

(b) Except as permitted by both Section 3.01(a) above and the Zoning Ordinances, no manufacturing or industrial uses or operations may be conducted or permitted on any Lot.

(c) 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.

(d) 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 forty eight (48) hours in any seven (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 such vehicles has to be in a neat and organized manner.

(e) No hunting or shooting of any kind (including, but not limited to, the use of pistols, rifles, shotguns, air guns, bows, and similar items) is permitted.

3.03 Subdivision. Except in accordance with the Zoning Ordinances, and 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 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.

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.

3.05 Ingress/Egress Easement Creation and Maintenance. A 50' ingress and egress easement is hereby created in the area of the 50' ingress/egress easement shown on the Plat as extending from Lot 3 to State Route 738 (the "Ingress/Egress Easement"). Such Ingress/Egress Easement shall benefit Lots 1 and 3, burden Lot 2, and run with title to Lots 1, 2, and 3. The Ingress/Egress Easement shall be used only by the Owners of Lots 1 and 3 and such Owners' agents, permittees, invitees, and other guests for purposes of pedestrian and vehicular ingress and egress to and from Lot 1 and Lot 3, respectively, and State Route 738 and for the maintenance, repair, and replacement of the Ingress/Egress Easement in accordance with the following. The Owners of Lots 1 and 3 shall be jointly and equally responsible for the maintenance, repair, and



replacement of the Ingress/Egress Easement (collectively, the "Maintenance"). All Maintenance must be done in a good and workmanlike manner as and when needed. Further, Declarant may require such Maintenance as Declarant deems reasonable or necessary from time to time. Notwithstanding the preceding sentences, if any portion of the Ingress/Egress Easement is damaged due to the negligence or intentional misconduct of an Owner or any such Owner's agents, permittees, invitees, or other guests, then the Owner associated with the party responsible for the damage (the "Responsible Owner") will be solely responsible for any Maintenance required to fix the damage and all costs of such Maintenance. The Responsible Owner shall cause the Maintenance to be commenced within thirty (30) days and completed within sixty (60) days after the damage is initially done. In the event the Responsible Owner fails or refuses to comply with the foregoing then the Owners of Lots 1 and 3 may cause the applicable Maintenance to be performed at the expense of the Responsible Owner. The Responsible Owner shall pay all such costs within fifteen (15) days of the pertinent invoice or invoices being delivered to such Owner.

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 Architectural Review 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 and private 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 Signs. No outdoor signs shall be permitted without the written consent of Declarant or the Architectural Review Committee except: (i) 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; (ii) appropriate signage at locations designating the Property as Ashley Farms may be erected by Declarant; (iii) house numbering and street signs may be erected by Declarant or by an Owner on their Lot; and (iv) appropriate signs to regulate traffic and the use of the Private Roads may be erected by Declarant or any applicable governmental entity.

4.04 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.

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

(a) No Improvements of any kind may be constructed on Lot 2 or Lot 3 north the stream shown on the Plat as running across Lots 2 and 3, as such stream may change from time to time.

(b) The area shown on the plat as the "100' buffer" (the "Buffer") may not be used for any purposes other than as a vegetative and tree buffer. In furtherance, and not in limitation, of the preceding sentence, (i) no trees may be removed from the Buffer, (ii) no equipment may be stored in the Buffer, and (iii) no Improvements other than trees and other vegetation may be placed in the Buffer.

(c) All outbuildings on a Lot must be complimentary to the main dwelling on such Lot provided, however, that outbuildings do not need to have the same exterior surface material as the main dwelling.

4.06 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) 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. No other 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.

(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.

(a) 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") 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.

(b) The Committee will consist of three (3) individuals. Declarant shall have sole authority to appoint, remove, and replace the members of the Committee until the date Declarant voluntarily relinquishes control to the Owners. Committee members do not need to be Owners. Declarant hereby appoints Todd D. Rogers, Patrick L. Ashley, and Michael B. Chenault as the initial Committee members. Upon termination of Declarant's right to appoint the Committee members, such right will pass to the Owners. The Owners will thereafter appoint, remove, and replace members of the Committee via a vote of the Owners with each Owner being entitled to one (1) vote for each Lot they own. A quorum will exist for purposes of the preceding sentence if the Owners holding at least 51% of the votes entitled to be cast are present in person, by proxy, or via electronic, telephonic, or other digital means. The affirmative vote of a majority of the votes entitled to be cast at any such meeting will be necessary and sufficient to appoint, remove, or replace a Committee member.

(c) The Architectural Review Committee will select its own chairperson and may adopt its own rules of order and the chairperson themselves or upon the request of any member of the Committee shall call a meeting of the Committee with not less than twenty-four (24) hours prior written notice thereof to each Committee member. A quorum of the Committee shall consist of a majority of its members; 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. The initial mailing address of the Committee is: Ashley Farms Architectural Review Committee c/o Patrick Ashley, 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 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 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 Owner making the application shall deliver written notice of the Committee's failure to the Committee and, if approval is not granted or denied by the Committee within fifteen (15) days after the day that the Committee 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 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 their membership in the Committee or of any action or non-action which they have taken or not taken as a member of the Committee in good faith then the Owners shall collectively pay such member's reasonable attorney's fees and costs incurred as a result of any such action in proportion to the numbers of Lots owned by the Owners. Every person, corporation, partnership, entity, or 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 Easement 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.

5.07 Time Limitation. All approvals issued by the Committee as provided for in this Article shall be effective for a period of one (1) 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 (1) 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 to such effect shall become a lien against the Lot (if any) of the losing party. All remedies provided herein or otherwise available, at law or in equity, shall be cumulative and not exclusive.

6.03 Inspection. Declarant 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 (including, without limitation, reasonable attorneys' fees and costs) 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 Declarant 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.

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 or modified pursuant to the terms of this Declaration; provided, that no such termination or modification may occur unless it complies with the Zoning Ordinances. Further, no termination will be effective until a writing signed by all Owners and Declarant certifying their unanimous consent to termination is recorded in the Clerk's Office of the Circuit Court of Hanover County, Virginia.

7.02 Modification. This Declaration, or any provision hereof, may not 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 without the vote of (i) the Owner or Owners owning all Lots and (ii) Declarant. The vote shall be in writing signed by all such Owners and Declarant or shall be certified to be correct by the Declarant. 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 owns any piece of the real property shown on the Plat as Future Development, Declarant may at any time, in Declarant's sole and absolute discretion, unilaterally 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 (including, without limitation, the area shown on the Plat as Future Development), provided no such extension, modification, amendment, or termination conflicts with the Zoning Ordinances.

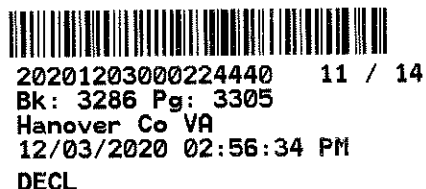
7.03 Assignment of Declarant's Rights and Duties. Any and all rights, powers, and reservations of Declarant herein contained or hereafter granted to Declarant pursuant to the terms and provisions of this Declaration may be assigned in whole or in part to any person, corporation, partnership, entity, or organization 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. 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. 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.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.01 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.

8.02 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.

8.03 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.



8.04 Conflict with Applicable Laws. This Declaration is intended to comply with the provisions of applicable law 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.

8.05 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.

8.06 Exceptions and Waivers. Declarant reserves the right to grant exceptions to and waive any of the provisions contained in this Declaration except 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.

8.07 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 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.

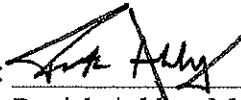
8.08 Consent of Lender and Trustee. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Colonial Farm Credit, ACA, a federally chartered instrumentality ("Noteholder") and the undersigned trustee ("Trustee"), as the beneficiary and trustee, respectively, pursuant to that certain deed of trust dated May 21, 2020 and recorded May 21, 2020 in the Clerk's Office, Circuit Court, Hanover County, Virginia in Deed Book 3258, Page 2234 (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.



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

DECLARANT:

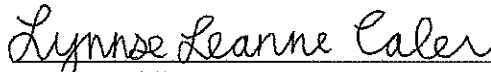
RIVERLAND FARM, LLC

By:  (SEAL)
Patrick Ashley, Manager

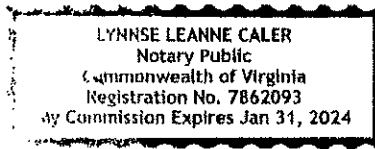
STATE OF VIRGINIA

CITY/COUNTY OF Hanover to-wit:

The foregoing Declaration was acknowledged before me this 5th day of November 2020, by Patrick Ashley, the Manager of Riverland Farm, LLC, on behalf of the company.


Notary Public

My Commission expires: Jan. 31, 2024



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NOTEHOLDER:

COLONIAL FARM CREDIT, ACA

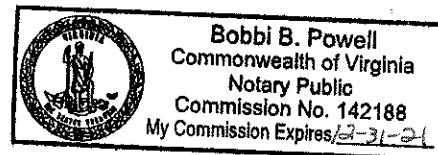
By: [Signature] (SEAL)
Name: Clay Roberts
Title: Regional Lending Manager

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

The foregoing Declaration was acknowledged before me this 25th day of November 2020, by Clay Roberts, the Regional Lending Manager of Colonial Farm Credit a Virginia corporation.

[Signature]
Notary Public

My Commission expires: 12-31-21



TRUSTEE:

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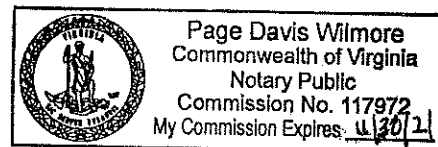
By: [Signature] (SEAL)
Name: Ronnie G. Gill
Title: Trustee

STATE OF VIRGINIA
~~CITY/COUNTY OF~~ Essex to-wit:

The foregoing Declaration was acknowledged before me this 25th day of November 2020, by Ronnie G. Gill, as the Trustee under the Deed of Trust.

[Signature]
Notary Public

My Commission expires: 11/30/21



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HANOVER CO CLERK'S OFFICE
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SEC 58.1-802 GRANTOR'S
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FRANK D. HARGROVE, JR, CLERK
BY: SWEBB