

**DECLARATION OF COVENANTS, RESTRICTIONS,
RIGHTS, AFFIRMATIVE OBLIGATIONS AND
CONDITIONS**

THE OAK PARK CIVIC ASSOCIATION, INC.

Mailed

*South Coast Properties LLC
11040 W. Huguenot Rd
Midlothian, VA 23113*

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Prepared by: McGUIREWOODS LLP

**DECLARATION OF COVENANTS,
RESTRICTIONS, RIGHTS, AFFIRMATIVE OBLIGATIONS
AND CONDITIONS**

by

**GRAY LAND AND DEVELOPMENT COMPANY, LLC,
a Virginia limited liability company**

"OAK PARK"

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EXHIBIT A

EXHIBIT B

EXHIBIT C-1

EXHIBIT C-2

THIS DECLARATION OF COVENANTS, RESTRICTIONS, RIGHTS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS is dated for identification purposes as of June 4, 2001, by GRAY LAND AND DEVELOPMENT COMPANY, LLC, a Virginia limited liability company, and provides:

All of the real estate described in Exhibit A hereto, and such additions thereto as may hereafter be made pursuant to Article II hereof (but as to such additions, subject to any additions, deletions and modifications to the provisions hereof as are made pursuant to Sections 2.2 and 2.3), are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, as the same may be amended or supplemented from time to time.

ARTICLE I DEFINITIONS

Section 1.1. Definitions. As used herein, the terms listed below shall have the indicated meanings unless otherwise required by the context:

Additional Area shall have the meaning set forth in Section 2.1 of this Declaration.

Architectural Code shall be as defined in Section 6.1.

Articles shall mean the articles of incorporation of the Association, as the same may be amended from time to time.

Association shall mean Oak Park Civic Association, Inc., a Virginia nonstock corporation, and its successors.

Builder shall mean an Owner who purchases a Lot directly from Declarant for the purpose of constructing improvements thereon for sale to a third party and not for occupancy by the Builder. In case of doubt, the Board of Directors of the Association shall have the final authority to determine who is and is not a Builder.

Bylaws shall mean the bylaws of the Association, as the same may be amended from time to time.

Clerk's Office shall mean the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

Common Area(s) shall mean (i) all real estate specifically designated as "Common Area" or "Limited Common Area" on recorded plats of the Properties, in any Supplemental Declaration or in any amendment to this Declaration or in any other instrument executed by Declarant and recorded in the Clerk's Office, and (ii) all other real property (including easements) and improvements and facilities now or hereafter owned by the Association which are intended to be devoted to the common use and enjoyment of Owners. The Common Area includes, without limitation, the real estate described in Exhibit C-1 hereto.

County shall mean Chesterfield County, Virginia.

Declarant shall mean Gray Land and Development Company, LLC, a Virginia limited liability company, and its successors and assigns as developers of the Properties to whom Declarant has assigned its rights hereunder by instrument(s) recorded in the Clerk's Office as provided in Section 9.8.

Declaration shall mean this instrument, as the same may from time to time be amended or supplemented.

Design Committee shall have the meaning set forth in Section 6.1 of this Declaration.

Duly Called Meeting shall mean a meeting of the Members of the Association for which notice has been duly given and at which a quorum (if applicable) is present, all in accordance with the Bylaws.

Limited Common Area(s) shall mean Common Area(s), the use of which is limited to one or more but less than all of the Owners. The Limited Common Area including, without limitation, the area described in Exhibit C-2 hereto.

Lot shall mean (i) any lot which is shown on a recorded subdivision plat of a portion of the Properties (or any subsequently recorded subdivision plat) and on which is to be constructed a single family detached residence or other dwelling unit, and (ii) any tract or parcel of the Properties designated by Declarant as a "Lot" in a Supplemental Declaration or deed or other recorded instrument. The term "Lot" shall not include Common Areas or streets or other properties dedicated to and accepted by a public authority.

Member shall mean every person or entity who holds membership in the Association.

Mortgage shall mean a deed of trust.

Mortgagee shall mean the holder, insurer or guarantor of a note secured by a Mortgage.

Neighborhood shall mean and refer to a portion or portions of the Properties designated and redesignated from time to time by the Declarant as a "Neighborhood" in a Supplemental Declaration(s) for purposes such as assessment, level of service and other reasons.

Owner shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, excluding contract purchasers until closing occurs and excluding those having such interest merely as security for the performance of an obligation.

Period of Declarant Control shall mean the period of time from the date of recordation of this Declaration until the Class B membership in the Association terminates as provided in the Articles.

Preservation Area shall be as defined in that certain instrument entitled Declaration of Covenants, Conditions and Restrictions for the Wetlands to Remain Within Oak Park.

Section 2.2. Right to Subject Additional Area to Declaration. Declarant reserves the right, at its discretion, at such time or times as it shall determine on or before ten (10) years from the date of recordation of this Declaration, to subject the Additional Area, or such portion(s) thereof as Declarant shall determine, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining, to the provisions of this Declaration in whole or in part. Any portion of the Additional Area which is not, within ten (10) years after the date of recordation of this Declaration, subjected to the provisions of this Declaration in whole or in part pursuant to this Section 2.2 and thereby constituted a part of the "Properties", shall cease to be "Additional Area". Each of the additions authorized pursuant to this Section 2.2 shall be made by Declarant executing and recording in the Clerk's Office an appropriate instrument (which may be a "Supplemental Declaration" as described in Section 2.3) describing the portion(s) of the Additional Area subjected to this Declaration, which instrument shall also be executed by the Mortgagee of any Mortgage encumbering such property for the purposes of consenting to the application of this Declaration. If any portion of the Additional Area to be subjected to this Declaration is not then owned by Declarant, the fee simple owner(s) thereof shall also execute such instrument. Each such instrument may contain such additions, deletions and modifications to the provisions of this Declaration and to the other Project Documents as may be desired by the Declarant with respect to the Additional Area subjected hereto. However, no negative reciprocal easement shall arise out of any additions, deletions or modifications to the Project Documents made in the instruments subjecting the portion of the Additional Area to this Declaration except as to the real estate expressly subject to such additions, deletions and modifications.

Section 2.3. Supplemental Declarations. In addition to subjecting the Additional Area to this Declaration as provided in Section 2.2, Declarant may, in its discretion, execute and record one or more supplemental declarations (each a "Supplemental Declaration") for the purpose of establishing certain additional or different setbacks, covenants, easements, restrictions and other provisions applicable to a specific portion or portions of the Properties, for the purpose of establishing Limited Common Area(s), for the purposes of designating and redesignating Neighborhoods, for the purpose of authorizing the effectiveness of Section 7.2 of the Bylaws, for the purpose of reserving purchase options and for such other purposes as are described herein and in the other Project Documents. However, no negative reciprocal easement shall arise out of any Supplemental Declaration so as to bind any real estate not expressly subjected thereto.

Section 2.4. Power Not Exhausted by One Exercise, Etc. No exercise of the power granted Declarant hereunder as to any portion of the Additional Area shall be deemed to be an exhaustion of such power as to other portion(s) of the Additional Area not so subjected to the provisions hereof or to the provisions of a Supplemental Declaration. The discretionary right of Declarant to subject the Additional Area to the provisions of this Declaration or to a Supplemental Declaration is not conditioned upon or subject to the approval of other Owners, and therefore the requirements set forth in Section 9.4 hereof for amendments to this Declaration shall be inapplicable to this Article II. The failure of Declarant to extend the provisions of this Declaration to the Additional Area or any portion(s) thereof shall not be deemed to prohibit the establishment of a separate scheme of development (including provisions substantially similar or

identical to those contained herein) for such portion(s) of the Additional Area to which this Declaration is not applied.

Section 2.5. Development of Additional Area. The portion(s) of the Additional Area subjected to the provisions of this Declaration may contain additional Common Areas and Limited Common Areas and other facilities to be owned and/or maintained by the Association.

Section 2.6. Assessments and Voting Rights in Additional Areas. The Owners of Lots in the portion(s) of the Additional Area subjected to the provisions of this Declaration shall be required to pay the same (subject to Article V) regular and special assessments (but not necessarily the same neighborhood assessments) and shall be entitled to the same (subject to the Project Documents) voting rights in the Association as other Owners of Lots previously subjected to this Declaration, as more particularly provided in Articles IV and V.

Section 2.7. Master Plan. The existence of a master or other plan for "Oak Park" as part of the Zoning Ordinance or as used by Declarant in developing or selling the Properties and Lots therein shall not be deemed to constitute a representation by Declarant that the real estate shown thereon shall be developed as depicted on the master or other plan, and the master or other plan may be amended from time to time in the sole discretion of Declarant.

ARTICLE III COMMON AREAS; RECREATIONAL FACILITIES

Section 3.1. Obligations of the Association. The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the maintenance, management, operation and control of the Common Areas and all improvements thereon (including fixtures, personal property and equipment related thereto) in accordance with the requirements of the applicable Zoning Ordinance and the Project Documents, and shall keep the same in good, clean and attractive condition, order and repair.

Section 3.2. Owners' Rights of Enjoyment and Use of Common Areas. Subject to the provisions of the Project Documents and limitations on who may use Limited Common Areas, every Owner shall have a right of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot. The foregoing shall not preclude the establishment of Limited Common Areas. The Common Areas shall be used by Owners only for the purpose or purposes for which the Common Areas may have been improved by Declarant or the Association and subject to any applicable restrictions in the Zoning Ordinance and any applicable easements, restrictions or conditions of record. Any Common Area which has not been improved for a particular use is intended to remain in its natural condition until so improved, and any use thereof by an Owner shall not damage or disturb such natural condition or the enjoyment thereof by other Owners.

Section 3.3. General Limitations on Owners' Rights. The Owners' rights of enjoyment in the Common Areas shall be subject to the following:

- (i) the right of the Association to establish reasonable rules and regulations for the use of the Common Areas and, to the extent not inconsistent with the applicable Zoning Ordinance, to charge reasonable admission and other fees for the use of the recreational Common Areas;
- (ii) subject to the limitation on preventing direct access to a Lot over roads within the Properties imposed by Section 55-514C of the Virginia Code, the right of the Association to suspend the right of an Owner to use or benefit from any of the Common Areas for any period during which any assessment against his Lot is delinquent;
- (iii) subject to the limitation on preventing direct access to a Lot over roads within the Properties imposed by Section 55-514C of the Virginia Code, the right of the Association to suspend the right of an Owner to use or benefit from any of the Common Areas for any period during which any other infraction by the Owner of the Project Documents or the rules promulgated by the Association remains uncorrected after the last day of a period established for correction by the Association (such period to be stated in a notice to the Owner together with a statement of the infraction complained of and the manner of its correction) and for not more than sixty days after such correction;
- (iv) subject to section 7.3 of the Bylaws, the right of the Association to grant permits, licenses and easements across the Common Areas for utilities, roads and other purposes;
- (v) subject to section 7.3 of the Bylaws, the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be desired by the Association;
- (vi) all of the other easements, covenants and restrictions provided for in the Project Documents and applicable to the Common Areas;
- (vii) the right of the Association to enter into shared use and maintenance agreements; and
- (viii) the right of the Declarant to establish Limited Common Areas.

Section 3.4. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area to members of his family living on his Lot, to his guests and to his tenants and their families and guests, subject to such rules and regulations and fees as may be established from time to time by the Association.

Section 3.5. Damage or Destruction of Common Area by Owner. In the event any Common Area or improvement thereon is damaged or destroyed by an Owner, his tenants, guests, licensees, agents or members of his family, the Association may repair such damage at the Owner's expense. The Association may repair such damage in a good and workmanlike manner in conformance with the original plans and specifications of the area or improvement involved, or as the Common Area or improvement may have been theretofore modified or

altered, in the discretion of the Association. The cost of such repairs, to the extent the Owner would be liable therefor under applicable laws of the State of Virginia, shall become an individual assessment upon the Lot of such Owner and shall constitute a lien upon such Owner's Lot and be collectible in the same manner as other assessments set forth herein. The foregoing obligation is not absolute in that the Owner shall be released of liability for such costs to the extent that the costs are covered by the proceeds of the Association's insurance policies (but only if such release of liability will not invalidate such insurance).

Section 3.6. Rights in Common Areas Reserved by Declarant. Until such time as Declarant conveys a parcel of real estate constituting Common Area to the Association, Declarant shall have the right, as to that parcel, but not the obligation (i) to construct such improvements thereon as it deems appropriate for the common use and enjoyment of Owners, (ii) to maintain such Common Area in neat condition and repair, including mowing and removing underbrush and weeds, and (iii) to use the Common Area for other purposes not inconsistent with the Project Documents.

Section 3.7. Title to Common Area. Declarant shall convey the Common Areas (or easement rights therein since the Common Area may only be an easement) in each portion of the Properties subjected to this Declaration to the Association, free and clear of all liens (except real estate taxes not yet due and payable but subject to Section 55-509.1 of the Virginia Code) but subject to the Project Documents and all other easements, conditions and restrictions of record, as soon as practical after such portion is made subject to this Declaration. Until such time as such conveyance is made, the Owners and the Association shall have all the rights conferred by the Project Documents with respect to the Common Areas.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

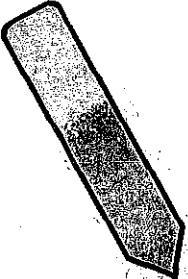
Section 4.1. Owners as Members. Every Owner of a Lot shall be a Member of the Association. Membership shall not be separated from ownership of any Lot. Upon the closing of the sale of a Lot, the membership of the selling Owner shall cease and the purchasing Owner shall become a member of the Association.

Section 4.2. Classes of Membership. The Association shall have Class A Members and a Class B Member with such voting rights as are set forth in the Articles. Each Owner shall be a Class A Member. The Declarant shall be the Class B Member and shall also be one of the Class A Members to the extent Declarant owns Lots.

Section 4.3. Articles and Bylaws to Govern Property Owners' Association Act. Except to the extent expressly provided in this Declaration and any Supplemental Declaration, all of the rights, powers and duties of the Association and the Members, including the Member's voting rights, shall be governed by the Articles and the Bylaws. The Articles provide, among other things, that the Class B Member shall appoint certain of the members of the Board of Directors of the Association during the Period of Declarant Control and one such director after

the expiration of the Period of Declarant Control under the circumstances described in the Articles. In addition to all of the rights, powers and duties of the Association provided in the Project Documents, the Association shall have all of the rights, powers and duties provided in the Virginia Property Owners' Association Act, Section 55-508 et seq. of the Virginia Code, including without limitation the right (subject to Section 55-513B of the Virginia Code) to assess charges against Members for any violation of the Project Documents or the rules and regulations of the Association.

ARTICLE V ASSESSMENTS



Section 5.1. Creation of the Lien and Personal Obligation for Assessments. Declarant, for each Lot owned within the Properties, hereby covenants (subject to Sections 5.7 and 5.12), and each Owner of any Lot whether or not it shall be so expressed in his deed, is deemed to covenant, to pay to the Association assessments as set forth in the Project Documents. The assessments, together with interest thereon and costs of collection including attorney's fees, shall be a continuing lien upon the Lot against which each such assessment is made in order to secure payment thereof and shall also be the personal obligation of the party who was the Owner of the Lot at the time the assessment fell due. No Owner may waive or otherwise avoid liability for the assessments provided herein by nonuse of the Common Areas or abandonment of his Lot. Each assessment that is not paid when due shall bear interest at the rate established by the Association, which rate shall not exceed 12% per annum. Except as may otherwise be provided in a Supplemental Declaration, upon closing of the sale of each Lot purchased directly from the Declarant (other than a sale to a Builder) or a Builder, the purchasing Owner shall pay to the Association, in addition to other assessments hereunder and not as an advance payment of regular or other assessments, a one-time assessment for a working capital fund equal to three months' installment(s) of the regular assessment applicable to the Lot (without regard to Sections 5.7 or 5.12). If Declarant has prepaid the one-time assessment as to a Lot, the purchasing Owner of that Lot shall reimburse Declarant therefor in lieu of paying same to the Association.

Section 5.2. Purpose of Assessments. The assessments levied by the Association shall be used for the management, maintenance, improvement, care, operation, renovation, repair and replacement of the Common Areas and improvements thereon and other property owned or acquired by the Association of whatsoever nature, for the discharge of all real estate taxes and other levies and assessments against the Common Areas and improvements thereon and other property owned or acquired by the Association, for the procurement of insurance by the Association as more particularly described in the Bylaws, for the establishment of reserves with respect to the Association's obligations, for the discharge of such other obligations as may be imposed upon or assumed by the Association pursuant to the Project Documents, and for such other purposes as may be authorized by or pursuant to the Project Documents.

Section 5.3. Regular Assessments: Maximum Amount. Regular assessments [i.e., all assessments other than those provided for in Sections 5.1 (last two sentences thereof), 5.4, 5.5 and 5.6 or levied upon an individual Lot as expressly set forth elsewhere in the Project Documents (e.g. Sections 3.5, 8.2, 8.3 and 9.1)] shall be established and increased or decreased

from time to time by the Board of Directors of the Association pursuant to the Bylaws. The maximum regular assessment per Lot for the first fiscal year of the Association shall not exceed \$720.

Section 5.4. Special Assessments. In addition to the regular assessments, the Board of Directors of the Association may levy a special assessment pursuant to Section 55-514 of the Virginia Code.

Section 5.5. Neighborhood Assessments. In addition to regular assessments, the Board of Directors may also levy, for any fiscal year, a neighborhood assessment on any portion(s) of the Properties to reflect the fact that such portion(s) may derive enhanced benefits from the Association and therefore an assessment to pay for such enhanced benefits beyond the regular assessment is appropriate. For example, Owners of Lots within a portion of the Properties entitled to exclusive use of a Limited Common Area (e.g. an alley or common driveway) should expect to pay the cost of managing and maintaining that Limited Common Area and for such cost to be reflected in the neighborhood assessment applicable to their Lots.

Section 5.6. Individual Assessment. Individual assessments shall be those expenses directly related to providing a service or maintenance to one or more Lots, whether at the request of the Owner thereof or as an exercise of an Association remedy, and shall also include violation charges levied pursuant to Section 4.3 hereof and Section 55-513B of the Virginia Code. If an individual assessment is levied on multiple Lots owned by one Owner, it shall be allocated among that Owner's Lots as the Board of Directors of the Association directs, or in the absence of such a direction, equally among such Lots. Notwithstanding the concept of individual assessments, the Association is not obligated to provide any service or maintenance to Lots except as expressly provided in the applicable Project Documents.

Section 5.7. Assessment Rate. Both regular and special assessments under Sections 5.3 and 5.4 shall be fixed at a uniform rate for all Lots. The neighborhood assessment shall be uniform within any one Neighborhood; however, neighborhood assessments need not be uniform as between Neighborhoods receiving different levels of benefits from the Association as explained in Section 5.5. Notwithstanding the foregoing, to reflect the fact that Declarant and Builders receive a lower level of benefits than other Owners, the maximum assessment rate for regular and special assessments on Lots owned by Declarant and Builders which are not improved by an occupied dwelling shall be 25% of the rate applicable to other Lots; and the maximum neighborhood assessment on such Lots owned by Declarant and Builders and not improved by a dwelling and occupied shall likewise be 25% of the rate applicable to other such Lots subject to the same neighborhood assessment. Notwithstanding anything herein to the contrary, Declarant shall have the option, in its sole discretion, to (i) pay assessments under Sections 5.3, 5.4 and 5.5 on the Lots owned by it at the rate set forth above in this Section 5.7 or (ii) not pay assessments under Sections 5.3, 5.4 and 5.5 on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by non-payment of assessments payable by Owners other than Declarant and any other income receivable by the Association. The deficit to be paid under option (ii) above shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs and

reserves) and (b) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, fines and incidental income) and any surplus carried forward from the preceding year(s), but exclusive of the working capital fund paid by Owners upon acquisition of title to their Lots under Section 5.1 to the extent the same is used to fund reserves. Declarant may from time to time change the option under which Declarant is making payments to the Association by written notice to such effect to the Association. When all Lots within the Properties are sold and conveyed to purchasers, Declarant shall have no further liability of any kind to the Association for the payment of assessments, deficits or contributions. Without limiting the generality of Section 9.8 hereof, the Declarant's rights under this Section 5.7 may be assigned by it to a successor Declarant.

Section 5.8. Loans from Declarant. If the funds available to the Association are not sufficient to defray expenses incurred by the Association, then subject to the terms and conditions hereafter set forth, Declarant may, at its option, lend funds to the Association to enable it to defray such expenses. Such loans by Declarant shall be subject to the following terms and conditions:

(a) Maximum Loan. The aggregate outstanding principal balance at any one time of the loans which may be made by Declarant to the Association under this Section shall not exceed \$10,000; provided however, that Declarant may lend the Association principal amounts such that the outstanding principal balance at any one time of the loans may be in excess of \$10,000 upon the approval of a majority of the votes of the Class A Members (excluding Declarant as to its Class A votes) voting in person or by proxy or through Voting Representatives at a Duly Called Meeting.

(b) Type Loan and Interest Rate. Such loans shall be unsecured and shall not bear interest at a rate in excess of 2% per annum above the prime rate of interest published from time to time by the Wall Street Journal or a successor publication. If the prime rate is published as a range, then the prime rate shall be the greater of the two interest rates. No such loan shall be made for the purpose of construction of additional capital improvements to the Common Areas.

(c) Prepayment. Such loans may be prepaid in whole or in part at any time without penalty.

(d) Payment. Interest only on such loans shall be payable in such installments as Declarant elects. The principal balance of any such loans together with all accrued interest thereon shall be due on demand, and if demand is not otherwise made, shall become due and payable in full on the first to occur of (i) four years from its date or (ii) one year after the date the Period of Declarant Control terminates.

Section 5.9. Date of Commencement of Regular Assessment; Due Dates. Subject to Section 5.12, the regular assessment provided for herein shall commence as to each Lot on the first day of the month following the submission of such Lot to this Declaration pursuant to Section 2.2. The regular assessment applicable to such Lot shall be adjusted according to the number of months remaining in the fiscal year after the month in which the Lot is subjected to this Declaration.

Section 5.10. Effect of Nonpayment of Assessments; Remedies of Association. The lien of the assessments provided for in this Declaration may be perfected and enforced in the manner provided by Section 55-516 of the Virginia Code. A statement from the Association showing the balance due on any assessment shall be prima facie proof of the current assessment balance and the delinquency, if any, due on a particular Lot. The Association also may bring an action at law against any Owner personally obligated to pay the same, either in the first instance or for a deficiency judgment following foreclosure, and interest and costs of collection including attorney's fees shall be added to the amount of such assessment and shall be secured by the assessment lien. Each Owner waives the benefit of the homestead exemption as to any assessments levied against the Owner or his Lot. The Association may impose a late charge of 5% of the amount of any assessment which is not paid within seven (7) days of its due date and may accelerate all remaining installments of the assessment due within the fiscal year if any assessment is not paid within seven (7) days of its due date.

Section 5.11. Priority of Assessment Liens. The lien upon each of the Lots securing the payment of the assessments shall have the priority set forth in Section 55-516A of the Virginia Code.

Section 5.12. Exempt Property. The following property, to the extent subject to this Declaration, shall be exempt from the assessments and liens created herein: (i) all properties dedicated and accepted by a local public authority; (ii) all Common Areas; and (iii) all properties owned by a charitable or non-profit organization exempt from real estate or income taxation by the Commonwealth of Virginia (except Lots devoted to dwelling or commercial use).

ARTICLE VI ARCHITECTURAL AND LANDSCAPING CONTROL

Section 6.1. Design Committee. There is hereby established a committee or committees (collectively the "Design Committee") for the purpose of reviewing and, as appropriate, approving or disapproving all plans submitted by Owners in accordance with this Article VI and any design criteria, standards and guidelines (collectively, the "Architectural Code") hereafter promulgated and amended or supplemented by the Design Committee from time to time. The Architectural Code may include construction rules and procedures and erosion control requirements. The Architectural Code may provide for different standards for each portion of the Properties governed thereby. The Design Committee shall be composed of such number of persons as are from time to time appointed by Declarant, or by the Board of Directors of the Association only from and after the date on which Declarant delegates this responsibility to the Association; provided, however, that Declarant reserves the right, in lieu of the Design Committee appointed by the Association and for so long as Declarant still owns a Lot in the Properties, to review, approve or disapprove all plans for the construction of initial "Improvements" (as defined in Section 6.2) and landscaping on Lots, and if Declarant exercises such right, all references in this Declaration and in the other Project Documents to the "Design Committee" shall mean Declarant as to such initial construction and the committee appointed by the Association as to all other matters for which the Design Committee has responsibility. The members of the Design Committee shall serve for such terms as may be determined by Declarant.

or the Board of Directors of the Association, as the case may be. In lieu of a single committee, the Declarant, at its option and by Supplemental Declaration, may establish two committees - one of whom shall deal with construction of initial Improvements and landscaping on a Lot and the other of whom may deal with later modifications to a Lot (the "Modifications Review Committee"). In a Supplemental Declaration, the Declarant may provide, in its sole discretion, what is an "initial Improvement" and what is a "later modification". Declarant, at its option, may delegate to the Board of Directors of the Association the responsibility of appointing members of the committee dealing with later modifications to a Lot without at the same time delegating this responsibility as to the committee dealing with initial construction upon a Lot. If a "Modifications Review Committee" is established, any reference in the Project Documents to the "Design Committee" shall refer to the "Modifications Review Committee" to the limited extent the latter has jurisdiction of the subject matter.

Section 6.2. Plans to be Submitted. Before commencing the construction, erection or installation of any landscaping, flag or flag pole, lawn or garden statuary and ornamentation, building, fence, wall, animal pen or shelter, exterior lighting, sign, mailbox or mailbox support, or other structure or improvement (each of the foregoing being hereinafter referred to as an "Improvement") on a Lot, including any site work in preparation therefor, and before commencing any alteration, enlargement, demolition or removal of an Improvement or any portion thereof in a manner that alters the exterior appearance (including paint color) of the Improvement or of the Lot on which it is situated, other than an Improvement or an alteration of an Improvement which the Architectural Code expressly authorize without a requirement for specific approval, each Owner shall submit to the Design Committee such plans and other information and in such form and number of copies as it shall require. The required plans and other information may be set forth in Architectural Code published by the Design Committee. The Design Committee shall not be required to review any plans unless and until all required information is submitted to it. The Design Committee may also require each Owner to post with it, in amount and form acceptable to it: (i) a conformance bond to insure that the Improvements and landscaping are completed in compliance with the plans approved by the Design Committee; and (ii) a compliance bond to assure repair of damage caused by construction, personnel or equipment to adjacent property, trash removal, routine maintenance and compliance with construction rules.

Section 6.3. Consultation with Architects, Etc.; Administrative Fee. In connection with its discharge of its responsibilities, the Design Committee may engage or consult with architects, landscape architects, engineers, planners, surveyors, attorneys and others. Any person seeking the approval of the Design Committee agrees to pay all fees thus incurred by the Design Committee and further agrees to pay a non-refundable design review fee to the Design Committee (including any Modifications Review Committee under Section 6.1 hereof) in such amount as the Design Committee may from time to time establish. The payment of all such fees is a condition to the approval or disapproval by the Design Committee of any plans, and the commencement of review of any plans may be conditioned upon the payment of the Design Committee's estimate of all fees.

Section 6.4. Approval of Plans. The Design Committee shall not knowingly approve the plans for any Improvement or landscaping that would clearly violate any of the applicable

provisions of this Declaration or of any Supplemental Declaration applicable thereto. In all other respects, the Design Committee may exercise its sole discretion in determining whether to approve or disapprove any plans, including, without limitation, the location of an Improvement on a Lot. **DECLARANT CONTROLS THE DESIGN COMMITTEE AND UNLESS AND UNTIL DECLARANT DELEGATES ITS FUNCTIONS TO THE ASSOCIATION, THE ASSOCIATION HAS NOTHING TO DO WITH THE DECISIONS OF THE DESIGN COMMITTEE. SO LONG AS THE DESIGN COMMITTEE IS CONTROLLED BY DECLARANT AND SO LONG AS DECLARANT HAS AUTHORITY TO APPROVE PLANS FOR AN IMPROVEMENT OR MODIFICATION THEREOF, DECISIONS OF THE DESIGN COMMITTEE MAY BE MADE ON A SUBJECTIVE BASIS AND DECLARANT AND THE DESIGN COMMITTEE HAVE NO OBLIGATION OR DUTY WHATSOEVER TO ANY OTHER OWNER OR TO THE ASSOCIATION EXCEPT AS EXPRESSLY SET FORTH IN THE FIRST SENTENCE OF THIS SECTION.**

Section 6.5. No Structures to be Constructed, Etc. Without Approval. No Improvement or landscaping shall be constructed, erected, installed or maintained on any Lot, nor shall any Improvement be altered, enlarged, demolished or removed in a manner that alters the exterior appearance (including paint color) of the Improvement or of the Lot on which it is situated, unless the plans therefor have been approved by the Design Committee or unless the Architectural Code of the Design Committee expressly authorize the same without requiring specific approval. After the plans therefor have been approved, all Improvements and landscaping shall be constructed, erected, installed, maintained, altered, enlarged, demolished or removed strictly in accordance with the approved plans. Upon commencing the construction, erection, installation, alteration, enlargement, demolition or removal of an Improvement, all of the work related thereto shall be carried on with reasonable diligence and dispatch and in accordance with the construction schedule, if any, approved by the Design Committee.

Section 6.6. Architectural Code May Be Established. The Design Committee may, in its sole and absolute discretion, establish an Architectural Code to be used in considering whether to approve or disapprove plans and to authorize in advance certain Improvements or alterations to Improvements or landscaping without requiring specific approval. However, nothing contained in this Declaration shall require the Design Committee to approve the plans for Improvements or landscaping on a Lot on the grounds that the layout, design and other aspects of such Improvements or landscaping are the same or substantially the same as the layout, design and other aspects of Improvements or landscaping approved by the Design Committee for another Lot. The Design Committee may grant variances from the Architectural Code to any Owner. The Design Committee may pass rules and regulations concerning the location and screening of wood piles, the extent to which exterior holiday and other decoration is permitted and the time period(s) when same may be displayed.

Section 6.7. Limitation of Liability. The approval by the Design Committee of any plans and any requirement by the Design Committee that the plans be modified shall not constitute a warranty or representation by the Design Committee of the adequacy, technical sufficiency or safety of the Improvements described in such plans, as the same may be modified; and the Declarant and the Design Committee shall have no liability whatsoever for the failure of the plans or the Improvements to comply with the Zoning Ordinance or applicable building

codes, laws and ordinances or to comply with sound engineering, architectural or construction practices. In addition, in no event shall the Declarant and the Design Committee have any liability whatsoever to any Owner, a Mortgagee, a contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the Design Committee's review, approval, disapproval or conditional approval of any plans.

Section 6.8. Other Responsibilities of Design Committee. In addition to the responsibilities and authority provided in this Article VI, the Design Committee shall have such other rights, authority and responsibilities as may be provided elsewhere in the Project Documents.

Section 6.9. Envelopes and Setbacks. Lots that are a part of the real estate described in Exhibit A shall be subject to the "improvement envelopes" and "dwelling envelopes" (to be defined in the Architectural Code) as shown on schematic sketches delivered to each Owner upon closing of his Lot from Declarant. Lots may also be subject to added setbacks and building restrictions as described in the Architectural Code.

ARTICLE VII RESTRICTIONS

Section 7.1. General Restrictions. Each portion of the Properties shall be used only for the purposes permitted by the applicable Zoning Ordinance and this Declaration and any Supplemental Declaration applicable thereto.

Section 7.2. Quiet Enjoyment. In the sole determination of the Board of Directors of the Association, no obnoxious or offensive activity shall be carried on upon the Properties nor shall anything be done which may become an unreasonable nuisance or unreasonable annoyance to other Owners.

Section 7.3. Appearance. All Lots and the Improvements thereon shall at all times be maintained in a good, clean, attractive condition, order and state of repair consistent with a high quality development.

Section 7.4. Dumping on Common Areas. Without the approval of the Board of Directors of the Association, no Owner shall dump or otherwise dispose of or place trash, garbage, debris, pet waste or any unsightly or offensive materials on the Common Areas, nor shall any Owner permit any member of his family or any of his guests, tenants, licensees, contractors or agents to do so.

Section 7.5. Use of Residential Lots. Subject to the terms and conditions of the Project Documents, the Lots shall be used only for residential purposes. Day care and child care operations are prohibited. A private office may be maintained in any dwelling unit or accessory building on a Lot, but no such office may be open to the public unless it complies with the Zoning Ordinance applicable thereto and is expressly authorized in writing by the Board of

Directors of the Association after giving due consideration to the residential character of the Properties and the traffic such office may generate.

Section 7.6. Leases. Declarant may, by Supplemental Declaration, subject Lots in any portion(s) of the Properties to leasing restrictions.

Section 7.7. Model Homes and Sales Offices. Notwithstanding anything contained in this Declaration to the contrary, Declarant may use any Improvements on a Lot as a model home and/or as a sales, construction or administrative offices and may grant permission to any Builder to use any Improvements on a Lot for similar purposes, subject to such rules and regulations as Declarant may impose in its sole discretion.

Section 7.8. Construction Trailers, Etc. Except as may be permitted by the Design Committee, no construction trailer or other temporary shelter shall be placed on or near a Lot before or during construction of the Improvements thereon, without the prior permission of the Design Committee, which may be withdrawn in its sole discretion. Any such construction trailer or temporary shelter shall be promptly removed after completion of construction, and no mobile home or temporary shelter shall thereafter be placed or maintained on the Lot.

Section 7.9. Boats, Trailers, Etc. No boat or personal watercraft, trailer, bus, camper, recreational vehicle, utility trailer, commercial vehicle (other than automobiles, light weight vans, pickup trucks and similar vehicles which are used for personal as well as commercial purposes and which do not bear any sign, logo or lettering) or oversized vehicle shall be parked or maintained on any road, alleyway or street within the Properties or Common Area, or on any Lot except if completely enclosed within a garage whose design is approved by the Design Committee, except (i) construction vehicles used to construct Improvements on the Lot, (ii) in storage areas, if any, designated for such purpose by the Association (for which there may be an individual assessment or fee), (iii) construction trailers permitted pursuant to the Section entitled "Construction Trailers, Etc."; or (iv) as may be expressly permitted by Declarant or the Board of Directors of the Association.

Section 7.10. Subdivision of Lots. Except as may be provided in any Supplemental Declaration, no Lot shall be subdivided into two or more Lots, nor shall the boundary lines of a Lot be changed, without the prior consent of the Association (or the Declarant during the Period of Declarant Control), except as otherwise provided in this Section. Notwithstanding the foregoing, Declarant hereby reserves the right to resubdivide any Lots owned by it (or to permit resubdivision of Lots owned by other Owners) and thereby combine or reconfigure such Lots or otherwise modify the boundary lines thereof; provided however, that each resulting Lot shall comply with the requirements of the applicable Zoning Ordinance. Each of the lots resulting from such resubdivision as shown on a recorded plat approved by the County shall constitute a "Lot" for purposes of this Declaration.

Section 7.11. Animals. No livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling unit or other building on a Lot. Dogs, cats or other usual household pets may be kept or maintained if they do not constitute an unreasonable annoyance to

other Owners (including pet wastes left on other Lots or Common Area) and they are not kept or maintained for commercial purposes; provided, however, that the Association may make rules and regulations regarding such household pets (including the maximum number thereof and the definition of "usual household pets").

Section 7.12. Antennas. The appearance, size, location and screening of any television antenna, satellite dish or other antennas or receivers and equipment erected or maintained on the exterior of any Improvement or on any Lot shall be subject to the prior approval of the Design Committee, but only to the extent permitted by law (including Section 207 of the Telecommunication Act of 1996 and the regulations promulgated thereunder).

Section 7.13. Clothes Lines. No clothes lines or other clothes drying apparatus shall be installed or placed outside of any building on a Lot, nor shall any clothes or other wash be placed or allowed to remain outside of any building.

Section 7.14. Signs and Plans/Permit Boxes. No signs shall be erected or maintained on any Lot except for signs required by law and except signs approved by the Design Committee. The Design Committee shall have the right to promulgate and enforce standards for all signs and plans/permit boxes on Lots. The foregoing shall not apply to Lots owned by Declarant.

Section 7.15. Trees; Excavation. No trees measuring six inches or more in diameter at a point two feet above ground level may be removed from any Lot without the prior approval of the Design Committee. In addition, the topography of a Lot shall not be altered by removal, excavation, fill or any other means without the prior approval of the Design Committee.

Section 7.16. Underground Utility Lines. Unless otherwise approved by the Design Committee or provided in a Supplemental Declaration, all utility lines, wires and pipes located on any Lot shall be buried underground.

Section 7.17. Trash and Recycling Receptacles and Collection; Utilities. All trash cans and other trash or recycling receptacles shall be kept within an enclosed or screened area approved by the Design Committee so as not to be visible from any street, alley or other Lots. The Association may, at its option, require that all trash collection companies serving the Lots be approved by the Board of Directors of the Association. In addition, the Association may, at its option, contract with one or more trash collection or utility companies exclusively to serve some or all of the Lots, and the costs thereof may be defrayed through regular or neighborhood assessments on such Lots.

Section 7.18. Fixtures. No fixtures or equipment, such as awnings, decks, play yard equipment and basketball and soccer goals, shall be affixed to or placed outside of the exterior of any building or structure on a Lot without the prior approval of the Design Committee.

Section 7.19. Swimming Pools. Portable swimming pools, spas, hot tubs or other types of swimming pools which are constructed above-ground and which have walls or sides higher

than 24 inches above ground level are not permitted on any Lot, nor shall other swimming pools be constructed or used at any location on a Lot other than on that portion of the Lot located between the rear setback line and the rear facade of the dwelling unit located on the Lot so as to minimize its visibility from other Lots and the streets and alleys. All swimming pools and related equipment and tanks and the location of all of the same are subject to the approval of the Design Committee.

Section 7.20. Water and Sewer Irrigation. Except as otherwise permitted by the Design Committee and the County, all improvements on a Lot requiring water and sanitary sewer service must be connected to the applicable public water and sanitary sewer systems serving the Lot. No septic system shall be connected on any Lot. Without the written consent of Declarant (which consent is unlikely to be granted), no well shall be drilled on any Lot. The Association may contract for lawn irrigation service to the Common Area and/or to any Lot(s), and the cost of irrigation service to Lots may be defrayed through individual or neighborhood assessments on such Lots.

Section 7.21. Brick Wall. No Owner shall attach to or place anything on or change the appearance of or block access to the brick wall fronting Huguenot road without the approval of the Design Committee.

ARTICLE VIII EASEMENTS

Section 8.1. Utility Easements. Declarant reserves unto itself and its successors and assigns perpetual easements, rights and privileges to install, maintain, repair, replace and remove poles, wires, cables, conduits, pipes, mains, wells, pumping stations, siltation basins, tanks and other facilities, systems and equipment for the conveyance and use of electricity, telephone service, security service, sanitary and storm sewer, water, gas, cable television, telecommunications and other technological advances that may or may not now be in general use, irrigation, drainage and other public conveniences or utilities, upon, in or over those portions of the Properties (including Lots and Common Areas) as the Declarant or its assigns may consider to be reasonably necessary (the "Utility Easements"). Declarant also reserves unto itself and its successors and assigns easements for water and sanitary sewer services in the locations shown on plats recorded with respect to the Properties by Supplemental Declaration. However, no Utility Easements shall be placed on the portion of a Lot on which is already located a building which was approved by the Design Committee or on which a building is to be located pursuant to plans approved by the Design Committee. The Utility Easements shall include the right to cut trees, bushes or shrubbery and such other rights as Declarant or the governmental authority or utility company providing the utility service may require. The utility lines and equipment installed pursuant to the Utility Easements may be installed above or below ground, except as otherwise provided in this Declaration or in any Supplemental Declaration. If an Owner receives permission to construct an improvement within a Utility Easement, neither the Declarant nor the Design Committee shall have any liability to repair or replace any such

improvement following damage thereto as the consequence of the exercise of easement rights under this Section. Declarant shall have the right to convey Utility Easements to other Owners, to governmental authorities or utility companies, to the Association and to any other party or parties. DECLARANT AND THE ASSOCIATION DO NOT WARRANT THE OPERATION OR EFFECTIVENESS OF ANY SYSTEM DESCRIBED ABOVE AND WILL NOT BE LIABLE FOR ANY FAILURE THEREOF TO PERFORM AS EXPECTED.

Section 8.2. Erosion Control. Declarant reserves a perpetual easement, right and privilege to enter upon any Lot or Common Area, and the Association is granted a perpetual easement, right and privilege to enter upon any Lot, either before or after a building has been constructed thereon or during such construction, for the purpose of taking such erosion control measures as Declarant or the Association deems necessary to prevent or correct soil erosion or siltation thereon; provided however, except in the case of an emergency threatening property or giving rise to a violation of law (for which no notice or opportunity to cure is required), Declarant or the Association shall not exercise such right as to any Lot unless it has given the Owner of the Lot except in an emergency at least ten (10) days' prior notice thereof and the Owner has failed to take appropriate action to correct or prevent the erosion or siltation problem. The cost incurred by the Association in undertaking such erosion control measures on any Lot shall become an individual assessment upon the Lot and shall constitute a lien against the Lot and shall be collectible in the manner provided herein for the payment of assessments. This Section shall not apply to Lots owned by Declarant.

Section 8.3. Maintenance of Lots. Declarant reserves and the Association is granted a perpetual easement, right and privilege, and the Association is granted the perpetual easement, right and privilege, to enter upon any Lot, after at least ten (10) days' notice to the Owner thereof, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, dispensing pesticides, herbicides and fertilizer and grass seed, removing trash and taking such other action as the Declarant or the Association may consider necessary to correct any condition which detracts from the overall beauty of the Properties or which may constitute a hazard or nuisance. The cost incurred by the Association in taking such action shall constitute an individual assessment upon the Lot and shall be collectible in the manner provided herein for the payment of assessments. This Section shall not apply to Lots owned by Declarant.

Section 8.4. Wall Maintenance. Declarant reserves and the Association is granted an easement across any Lots or Common Area located within ten (10) feet on either side of the brick wall running along Huguenot Road for the purpose of inspecting, repairing, maintaining, altering and replacing the brick wall.

Section 8.5. Sidewalk and Landscape Easement. Declarant reserves unto itself and grants to the Association as Common Area easements 10-feet in width along the front of each Lot noted as "Proposed private 10' sidewalk easement along rights of way as shown by separate agreement" on recorded subdivision plat(s) of the Properties for installation, maintenance, repair, alteration and replacement of a sidewalk (including pedestrian ingress and egress) and/or landscaping including irrigation thereof.

Section 8.6. Walking Path Easements. Declarant reserves unto itself and grants to the Association as Common Area easements for pedestrian ingress and egress and for landscaping shown as "Proposed 10' Private Pedestrian Easements By Separate Agreement" on the recorded subdivision plat(s) of the Properties.

Section 8.7. Additional Easements. If Declarant reserves any additional easements with respect to the Lots or Common Area that are a part of the real estate described in Exhibit A or are created out of the Additional Land, the same may be set forth in one or more of the following locations:

- (i) on any subdivision or other plat applicable to such Lots and Common Area;
- (ii) in a Supplemental Declaration applicable to such Lots and Common Area; and
- (iii) in a separate easement recorded in the Clerk's Office.

Section 8.8. Preservation Area. Neither the Association nor any Owner shall violate the provisions of the Declaration referenced in the definition of "Preservation Area".

ARTICLE IX GENERAL PROVISIONS

Section 9.1. Enforcement. The Association, the Design Committee, the Declarant or any other Owner shall have the right to enforce against any other Owner or the Association, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by decisions of the Association or by the provisions of this Declaration or the other Project Documents or the Architectural Code. Without limiting the generality of the foregoing, if any Owner fails to comply with any of the provisions of any of the foregoing and such failure continues for at least ten (10) days after notice thereof is given to the Owner, then either Declarant (so long as Declarant is an Owner) or the Association may, but without any obligation to do so, take such action as either considers necessary or appropriate (including, without limitation, entering the Owner's Lot) to correct the noncompliance; provided, however, that judicial proceedings are instituted before any Improvements are altered or demolished. The cost incurred in taking such action shall constitute an individual assessment upon the defaulting Owner's Lot and shall be collectible in the manner provided herein for the payment of assessments. Failure by the Association or any Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect any other provision, which shall remain in full force and effect.

Section 9.3. Covenants Running with the Properties: Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of 30 years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each unless revoked by at least 80% of the Members of the Association voting in person or by proxy at a Duly Called Meeting, provided that such Members voting to terminate this Declaration also represent a majority of the Lots. Notwithstanding the foregoing, the provisions of Article VIII shall be perpetual. If the Members vote to terminate this Declaration, the Association shall execute and record in the Clerks' Office an instrument to that effect, which shall certify that the vote was taken at a Duly Called Meeting and that the requisite votes present in person or by proxy were cast in favor of terminating this Declaration. Such certification may be relied upon by third parties for the correctness of the facts stated therein.

Section 9.4. Amendments. Except as otherwise set forth in this Declaration and subject to the Bylaws (including Sections 2.10 and 7.3 thereof), this Declaration may be amended only (i) during the Period of Declarant Control, by Declarant, and (ii) at any time with the approval of 66-2/3% of the Class A Members (including Declarant as to Class A votes held by Declarant) voting in person or by proxy at a Duly Called Meeting. Notwithstanding the foregoing, Declarant shall also have the right from time to time and at any time without the consent of any other Owners to amend this Declaration and any other Project Documents in any respect as may be necessary or appropriate, in Declarant's sole judgment, (i) in order for this Declaration or the Properties to comply with the Virginia Property Owners' Association Act, the Zoning Ordinance, the requirements of any County or other applicable laws now or hereafter enacted, as the same may be amended from time to time (including without limitation the adoption of defined terms for use in Project Documents), (ii) within five (5) years after recordation of the instrument containing a mistake, inconsistency, error or ambiguity, in order to correct a mathematical mistake, an inconsistency among the Project Documents, a scrivener's error or to clarify an ambiguity in the Project Documents with respect to an objectively verifiable fact; provided that no such amendment may materially reduce what the obligations of the Declarant would have been if the mistake, inconsistency, error or ambiguity had not occurred, (iii) in connection with subjecting portions of the Additional Area to this Declaration as provided in Section 2.2 or in connection with Supplemental Declarations as provided in Sections 2.2 or 2.3 or elsewhere in the Project Documents, or (iv) in order to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Federal Housing Administration or other governmental or quasi-governmental entities, with respect to their purchase, guarantee or insurance of loans secured by Lots. Notwithstanding anything contained in this Declaration to the contrary, no amendment may be made to this Declaration without the Declarant's consent if such amendment would eliminate or materially and adversely affect any of the rights, exemptions, interests or privileges expressly reserved or granted to the Declarant (as the "Declarant" or "Class B Member" and not as an Owner generally), except to the extent that such rights expressly expire upon the termination of the Period of Declarant Control. If the Members vote to amend this Declaration, the President or Vice President of the Association shall execute and record in the Clerk's Office an instrument setting forth the amendment and shall certify therein that the vote of Members approving the amendment was taken at a Duly Called Meeting and that at least two thirds of the Class A votes present in person or by proxy were cast in favor of the amendment. If the Declarant amends this Declaration

without the consent of any other Owners as provided in this Section or elsewhere in this Declaration, the Declarant shall execute and record in the Clerk's Office an instrument setting forth the amendment and shall certify therein that the amendment was authorized as provided herein. Any such certification in any amendment may be relied upon by third parties for the correctness of the facts stated therein.

Section 9.5. Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall either be delivered in person or sent by U.S. first class mail, postage prepaid. Notices to the Declarant shall be sent to 5004 Monument Avenue, Suite 200, Richmond, Virginia 23230, or to such other address as the Declarant shall specify by executing and recording in the Clerk's Office a Supplemental Declaration, which shall not require the approval of any other parties as provided in Section 9.4. Notices to the Association or to Owners (other than the Declarant) may be sent to the address which the Bylaws provide shall be used for them. All such notices, demands, requests and other communications shall be deemed to have been given upon the earlier of (i) delivery at the appropriate address specified above, whether in person, by express courier or by mail or (ii) three business days after the postmark date of mailing. Rejection or other refusal to accept shall not invalidate the effectiveness of any notice, demand, request or other communication. Notwithstanding the foregoing, any notice of the filing of a memorandum of assessment lien shall be sent in the manner required by Section 55-516C of the Virginia Code.

Section 9.6. Notices to Mortgagees. The Association shall timely notify each Mortgagee who has requested same and has provided the Association with its address of (i) any condemnation or casualty loss affecting a material portion of a Common Area, (ii) any default in the payment of an assessment or other charge owed or any other default under the Project Documents, by the Owner of the Lot encumbered by the Mortgage, which has not been cured within 60 days after notice to the defaulting Owner, (iii) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, and (iv) any proposed action for which the consent of a specified percentage of Mortgagees is required under the Project Documents or by applicable law.

Section 9.7. Approvals and Consents. All approvals and consents required or permitted by this Declaration (other than approvals or consents given by Members of the Association in a vote taken at a Duly Called Meeting) shall be in writing, shall be signed by the party from whom the consent or approval is sought and, unless otherwise provided herein, may be withheld by such party in its sole discretion.

Section 9.8. Assignment of Declarant's Rights. Any and all rights, powers, easements and reservations of Declarant set forth herein or in any other Project Documents may be assigned in whole or in part, at any time or from time to time, to the Association, to another Owner or to any other party in Declarant's sole discretion. Each such assignment shall be evidenced by an instrument which shall be recorded in the Clerk's Office.

Section 9.9. Effective Date. This Declaration shall be effective on and after the date of recordation hereof in the Clerk's Office.

Section 9.10. Successors and Assigns. The provisions hereof shall be binding upon and shall inure to the benefit of Declarant, the Association, the Owners and their respective heirs, legal representatives, successors and assigns.

WITNESS the following duly authorized signature.

GRAY LAND AND DEVELOPMENT
COMPANY, LLC:

By: GRAY HOLDINGS, LLC, a Virginia limited
liability company, its sole member

By: Bruce B. Gray
Bruce B. Gray
Title: Treasurer

STATE OF VIRGINIA:

CITY/COUNTY OF Henrico:

The foregoing instrument was acknowledged before me this 12th day of June, 2001 by Bruce B. Gray, as Treasurer of GRAY LAND AND DEVELOPMENT COMPANY, LLC, a Virginia limited liability company, on behalf of the company.

My commission expires: Oct. 31, 2003

Kelly A. Dawkins
Notary Public

EXHIBIT A

BOOK 4149 PAGE 813

Initial Properties

That certain real estate shown on the subdivision plat entitled "Oak Park - Section 1, Midlothian, District, Chesterfield County, Virginia, Subdivision Identification No.: 000-0362-01" dated May 7, 2001 and prepared by Joseph, Cox & Associates, Inc., recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

LESS AND EXCEPT the roads shown on the subdivision plat of Oak Park - Section 1 as "Live Oak Lane", "Live Oak Drive" and "Live Oak Court".

EXHIBIT B

Description Of The Additional Area.

ALL that certain lot, piece or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying and being in the Midlothian District, Chesterfield County, Virginia, near Robious Station on the Southern Railroad, containing ten (10) acres, more or less, (EXCEPT, however, the burying ground as now enclosed with the right of passage to and from the same to Sallie D. Barker, and her heirs), being more particularly described as follows, to-wit:

BEGINNING at a point in the center of New River Road to Robious at a point where the 30-3/4 acres, more or less, tract of George W. Spurr cornered with what was formerly a school lot, and from said point of beginning extending North 11 degrees West 908 feet; thence North 54 degrees East 246 feet; thence South 33-3/4 degrees East 973.5 feet, past an iron stake near the New River Road to the center of said Road; thence along the center of said Road South 45-3/4 degrees West 375 feet and North 83-1/4 degrees West 300 feet to the point of beginning as shown on plat.

PARCEL II

ALL that certain lot, piece or parcel of land, with improvements thereon and appurtenances thereto belonging, lying and being in the Midlothian District, Chesterfield County, Virginia, containing ten (10) acres of land, more or less, and more particularly described as follows:

BEGINNING at an iron pipe at the corner of the property line separating the property of Norvell Orgain Butler and Frank E. Butler, III, her husband, John Barbour Orgain, III and Virginia Echols Orgain, his wife, John Barbour Orgain, Jr. and Frances Pratt Orgain, his wife, and Norvell Orgain Butler and John Barbour Orgain, III, and Hunton M. Crouch; thence South 71 degrees 30 minutes West 174.9 feet to an iron pipe; thence South 1.1 degrees 00 minutes East 264 feet to an iron pipe; thence S. 68 degrees 49 minutes West 175.14 feet to an iron pipe; thence North 11 degrees 00 minutes West 1517.93 feet to an iron pipe; thence South 72 degrees 33 minutes East 303.15 feet to an iron pipe; thence South 11 degrees 00 minutes East 1012 feet to the point of beginning.

PARCEL III

ALL of that certain lot, piece or parcel of land, with improvements thereon and appurtenances thereto belonging, lying and being in Midlothian District, Chesterfield County, Virginia, containing 20.75 acres, more or less, and bounded as follows: to-wit on the North by lands now or formerly owned by E. H. Archer; on the South by the River Road and on the West by land now belonging or formerly belonging to R. Stuart Royer.

LESS AND EXCEPT from the above described parcels that portion of the property conveyed to the State Highway and Transportation Commissioner of Virginia, by Certificate of Take recorded June 4, 1986 in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 1774, page 283.

BEING the same real estate conveyed to Declarant by deed from Oak Park Ventures, LLC, a Maryland limited liability company, dated December 28, 2000, recorded December 29, 2000, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia as Deed No. 054075.

ALSO LESS AND EXCEPT (i) the real estate described in Exhibit A as "Oak Park - Section 1" and (ii) the roads shown on the subdivision plat referred to in Exhibit A as "Live Oak Lane", "Live Oak Drive" and "Live Oak Court".

EXHIBIT C-1

Common Areas

1. "Open Space" as shown on recorded subdivision plat(s) of the Properties.
2. The sidewalk and landscape easements described in Section 8.5 of this Declaration.
3. The "wall" referred to and the easement described in Section 8.4 of this Declaration.
4. The walking path easements described in Section 8.6 of this Declaration.

EXHIBIT C-2

BOOK 4149 PAGE 817

Limited Common Area

The areas shown on recorded subdivision plat(s) of the Properties as "10' Proposed Private Alley Easement By Separate Agreement" shall be Limited Common Area appurtenant to the Lots which abut such "Alley Easement". The abutting Lots shall constitute a "Neighborhood" for purposes of the neighborhood assessment relating to the upkeep and maintenance of the alley.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 5 DAY OF JUL 2001, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE.....ADMITTED TO RECORD AT 13:47 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK

4149 to: South Coast Properties, LLC
0818 11040 W. Huguenot Rd
Midlothian, VA 23113

BOOK 4149 PAGE 818

Prepared by:
McGuire Woods LLP
One James Center
901 East Cary Street
Richmond, Virginia 23219.

GPIN Number(s): 743717573700000, 744717032700000 and 744717417200000

JUL -5 13 47

031239

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE WETLANDS TO REMAIN WITHIN
OAK PARK, CHESTERFIELD COUNTY, VIRGINIA

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 21 day of June, 2001, by GRAY LAND AND DEVELOPMENT COMPANY, LLC, a Virginia limited liability company (the "Owner").

Recitals

- A. Gray Land and Development Company, LLC is the Owner of that certain property located in Chesterfield County, Virginia and known as Oak Park, containing approximately 39.45 acres, more or less, and more particularly described as GPIN numbers 743717573700000, 744717032700000 and 744717417200000 (the "Oak Park Property") and shown on a plan entitled "Wetlands Impact Map Oak Park Subdivision - Midlothian District, Chesterfield County, Virginia" made by Joseph, Cox & Associates and dated March 21, 2001, which is attached hereto and incorporated herein by this reference (the "Plan"), which is also described on Exhibit A attached hereto and incorporated herein.
- B. The Plan designates certain areas of the Oak Park Property as "Wetlands to Remain," which areas shall be referred to herein as the "Preservation Areas."
- C. In accordance with the terms of issuance of that certain Nationwide 26 permit by the Norfolk District, United States Army Corps of Engineers, (the "USACE"), the Owner desires to impose on the Preservation Areas certain covenants, conditions and restrictions approved by the USACE expressing the Owner's intent to preserve the Preservation Areas in perpetuity in their natural state by prohibiting wetland destruction or alteration, building construction, addition of fill material, cultivation and tree harvesting within the Preservation Areas as more specifically described below.

NOW, THEREFORE, the Owner does hereby declare, covenant and agree, for itself and its successors and assigns, that the Preservation Areas shall be hereafter held and sold subject to the following covenants, conditions and restrictions:

1. The Preservation Areas shall be preserved in perpetuity in their natural state by prohibiting, except as specifically authorized below, wetland destruction or

alteration, building construction, addition of fill material, cultivation and tree harvesting.

2. Additionally, the following activities shall be prohibited in the Preservation Areas as described below:
 - (a) Destruction or alteration of wetlands in the Preservation Areas other than those alterations authorized by the USACE or its successor in interest, under permit number 00-F0565.
 - (b) Construction or maintenance of buildings or mobile homes; however, by way of example and not limitation, structures such as boardwalks, foot trails, wildlife management structures and observation decks may be placed in the Preservation Areas provided that any such structure permits the natural movement of water and preserves the natural contour of the ground and is subject to prior approval by the USACE or its successor in interest.
 - (c) Ditching, draining, diking, damming, filling, excavating, land clearing, plowing, mining or drilling; removal of topsoil, sand, or other materials; and any building of roads or alteration in the topography and/or hydrology of the land in any manner, except for (i) the earth moving necessary for restoration and/or maintenance of foot trails for recreational use or (ii) as otherwise allowed in this Declaration.
 - (d) Removal, destruction, and cutting of trees and plants (except as necessary to maintain water control structures and existing roads or to construct or maintain foot trails for safety), except that wildlife management and silvicultural activities may be allowed on a case-by-case basis as approved by the USACE or its successor in interest. Nothing contained herein shall be construed to prohibit the cutting and/or removal of dead or diseased trees and vegetation, or portions thereof, consistent with current sound forestry management practices.
 - (e) Silvicultural activities undertaken where the substantial effect or purpose is to generate funds; however, forest activities undertaken to, for, or in association with, for example, control of disease or insect infestation, salvage cutting, to encourage diversity of species, to create wildlife clearings, for fire management, and authorized construction activities, may be authorized by the USACE or its successor in interest on a case-by-case basis and timber or other forest products incidentally produced from these authorized activities may be sold.
 - (f) Dumping of ashes, trash, garbage, or other unsightly or offensive material, and changing of the topography through the placing of soil or other substances or material such as landfill or dredged material.
 - (g) Activities which could cause erosion or siltation in the Preservation Areas.
3. None of the restrictions included in this Declaration shall apply to any property except those areas designated as "Wetlands to Remain" on the Plan.

4. When authorized by the Owner and to the degree not prohibited by any other recorded restrictive covenants or rules and regulations applicable to the Oak Park Property or a part thereof, outdoor recreational activities shall be permitted in the Preservation Areas including, but not limited to, hiking and wildlife and botanical observation and studies. The construction and maintenance of support facilities, including but not limited to restrooms, for these or similar recreational activities may be authorized by the USACE or its successor in interest on a case-by-case basis. Any facilities constructed to support these or similar recreational activities shall ensure that the Preservation Areas generally retain their character.
5. The covenants, conditions and restrictions contained herein shall not hereafter be altered in any respect without the express written approval and consent of the Owner, or its successors or assigns, and the USACE, or its successor in interest. The covenants, conditions and restrictions contained herein run only to the benefit of the United States through the USACE, and the joinder of any other party or entity other than the Owner, or its successors or assigns, and the USACE, or its successor in interest, shall not be required to amend or vacate this Declaration.
6. The provisions hereof shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or any portion thereof shall not affect the validity or enforceability of any other provision of this Declaration.
7. The provisions hereof shall be enforceable by any proceeding at law or in equity by the USACE or its successors in interest or the Owner or its successors or assigns. Failure by any agency or the Owner to enforce any covenant, condition or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.
8. These covenants, conditions and restrictions shall run with the land and shall be binding on all parties and persons claiming under them; provided, however, that any violation of this Declaration by an owner of a portion of the Oak Park Property shall constitute a violation by that owner alone and no other owner or other party shall be deemed in violation hereof. This Declaration is made subject to all applicable agreements, restrictions, deeds, easements, encumbrances and other matters of record affecting the Preservation Areas. These covenants, conditions and restrictions are imposed by the Owner freely and voluntarily, in order to assure that the environmental impacts pursuant to permit number 00-F0565 shall be minimal.

[signature appears on the following page]

WITNESS the following signature.

OWNER:

GRAY LAND AND DEVELOPMENT COMPANY, LLC,
a Virginia limited liability company

By: 

Name: Charles W. Ewing II

Title: Vice President

Commonwealth of Virginia

City/County of Henrico

I, Kelly L. Downing, a notary public for the state and city/county aforesaid, do
certify that Charles W. Ewing II, the Vice President of GRAY LAND AND
DEVELOPMENT COMPANY, LLC, whose name was signed on June 27, 2001 in his
capacity as Vice President of the limited liability company, on that date to the foregoing
document has acknowledged said document and signature before me in the city/county aforesaid.

Given under my hand and notarial seal this 27th day of June, 2001.

Kelly L. Downing
Notary Public

My commission expires: Oct. 31. 2003

EXHIBIT A

Begin at the Northwest corner of West Huguenot Road and Big Oak Lane, marked P.O.B.:

Thence along the north line of Big Oak Lane S 0°06'44"E, 5.17' to a point; thence continuing along said north line S 89°53'16" W, 201.85' to a point; thence continuing along said north line along a curve to the left having a radius of 368.22' for a length of 70.14' to a point; thence leaving said north line N 19°33'15" W, 255.86' to a point; thence S 63°46'15" W, 175.00' to a point; thence S 19°33'15" E, 244.53' to a point on the north line of Big Oak Lane; thence along said north line in a westerly direction along a curve to the left having a radius of 2520.54' for a length of 155.61' to a point; thence continuing along said north line S 58°15'20" W, 21.85' to a point; thence leaving said north line 18°30'33" W, 1502.26' to a point; thence S 80°04'02" E, 392.83' to a point; thence S 18°31'55" E, 367.80' to a point; thence N 47°37'13" E, 246.12' to a point; thence N 46°39'13" E, 901.86' to a point; thence S 50°29'47" E, 825.09' to a point on the west line of West Huguenot Road; thence along said west line the following five courses: S 39°15'16" W, 389.02' to a point; S 61°03'21" W, 26.93' to a point; S 17°27'11" W, 26.93' to a point; S 39°15'16" W, 796.00' to a point; and S 43°02'57" W, 196.43' to the point and place of beginning, and containing 39.4469 Acres.

WREAS8110.1

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 5 DAY OF JUL 2001, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE...., ADMITTED TO RECORD AT 13:47 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-882 IN THE AMOUNT OF \$.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK

Mail - David Dempsey
1100 Big Oak Lane
Middleburg, VA 23113

BOOK 5283 PAGE 285

This Document Prepared by and When
Recorded Return To:

Russell T. Aaronson, III, Esquire
McGuireWoods LLP
901 East Cary Street
Richmond, Virginia 23219

03 AUG -5

09 31

072040

CIRCUIT COURT CLERK
CHESTERFIELD CO., VA

Tax Parcel No. Chesterfield County, Virginia: 743717573700000
744717932700000
744717417200000

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION, is made as of the 17th day of July, 2003 by GRAY LAND AND DEVELOPMENT COMPANY, LLC, a Virginia limited liability company ("Declarant").

RECITALS

A. By Declaration of Covenants, Restrictions Rights, Affirmative Obligations And Conditions, dated as of June 4, 2001, recorded July 5, 2001 in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 4149, page 78 (the "Declaration"), certain property was subjected to the Declaration, as more particularly described in the Declaration.

B. Article II of the Declaration provides, in part, that Declarant may subject Additional Area (as defined in the Declaration) to the provisions of the Declaration.

C. Declarant desires to subject that certain property more particularly described on Exhibit A hereto (the "Property") to the Declaration.

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the real estate described in Exhibit A hereto, is and shall be held, transferred, sold, conveyed and occupied subject to the Declaration.

RECEIVED

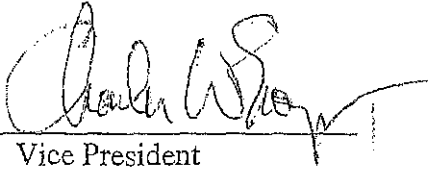
AUG - 4 2003

TIME: 11:55 a.m.
CHESTERFIELD CIRCUIT COURT

BOOK 5283 PAGE 286

WITNESS the following duly authorized signature.

GRAY LAND AND DEVELOPMENT
COMPANY, LLC

By: 
Title: Vice President

STATE OF VIRGINIA:

CITY/COUNTY OF Henrico:

The foregoing instrument was acknowledged before me this 17th day of July, 2003 by CHARLES W. EWING II, as Vice President of GRAY LAND AND DEVELOPMENT COMPANY, LLC, a Virginia limited liability company, on behalf of the limited liability company.

My commission expires: October 31, 2003.


Notary Public

EXHIBIT A

Oak Park, Section 3, as shown on a subdivision plat entitled "Oak Park Section 3, Midlothian District, Chesterfield County, Virginia, Subdivision Identification No. 000-0362-03" dated January 20, 2003 and prepared by Joseph Cox & Associates, Inc., recorded on June 25, 2003 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Plat Book 134 at Page 48.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT
COURT OF CHESTERFIELD COUNTY, THE 5 DAY
OF AUG 2003, THIS DEED WAS PRESENTED
AND WITH THE CERTIFICATE.....ADMITTED TO
RECORD AT 9:31 O'CLOCK. THE TAX IMPOSED
BY SECTION 58.1-802 IN THE AMOUNT OF
\$.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK

File: James River Title

Document Prepared by:

GPIN #s: 743717573700000 ✓
744717003700000
744717363900000McGuire Woods LLP
One James Center
901 East Cary Street
Richmond, VA 23219
Attn: Russell T. Aaronson, III, Esq.

02 AUG -8 10 55

054617

CIRCUIT COURT CLERK
CHESTERFIELD CO., VA

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is dated as of July 30, 2002, by and between **GRAY LAND AND DEVELOPMENT COMPANY, LLC**, a Virginia limited liability company, ("Grantor"), and **OAK PARK CIVIC ASSOCIATION, INC.**, a Virginia corporation ("Grantee").

WITNESSETH: That for and in consideration of the sum of one dollar (\$1.00) cash in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants and conveys unto the Grantee the following easements:

A. Private Alley Easement. A non-exclusive easement twenty (20) feet in width for the purpose of maintaining an alley right of way over and across a portion of the property of Grantor located in Chesterfield County, Virginia, as more particularly described and indicated as "20' Private Alley Easement" on a plat entitled "Plat Showing Private Alley Easements Located Across Property Belonging to Gray Land and Development Company, LLC, A Virginia Limited Liability Company, Midlothian District, Chesterfield Co., VA" prepared by Joseph, Cox and Associates, Inc. dated October 12, 2001, revised May 29, 2002, a copy of which is attached as Exhibit A to be recorded as a part of this Agreement. P.B. 128 Pg. 41

B. Private Pedestrian Easement. A non-exclusive easement ten (10) feet in width for the purpose of constructing and maintaining a pedestrian walkway over and across a portion of the property of Grantor located in Chesterfield County, Virginia, each as more particularly described and indicated as "Private 10' Pedestrian Easement" on a plat entitled "Plat Showing 10' Private Pedestrian Easements Located Across Property Belonging to Gray Land and Development Company, LLC, A Virginia Limited Liability Company, Midlothian District, Chesterfield Co., VA" prepared by Joseph, Cox and Associates, Inc. dated October 24, 2001, revised November 1, 2001, a copy of which is attached as Exhibit B to be recorded as a part of this Agreement.

C. Private Sidewalk Easements. Non-exclusive variable width easements for the purpose of constructing and maintaining a pedestrian sidewalk system over and across portions of the property of Grantor located in Chesterfield County, Virginia, each as more particularly described and indicated as "Private Sidewalk Easements Along Rights of Ways" on a plat

entitled "Plat Showing 'Private Sidewalk Easements' Across Oak Park Section 2, Midlothian District, Chesterfield Co., VA" prepared by Joseph, Cox & Associates, Inc. dated October 31, 2001, revised July 17, 2002, a copy of which is attached as Exhibit C to be recorded as a part of this Agreement.

These easements are granted subject to the following conditions:

1. Grantee, its agents and employees for the purpose of inspecting, maintaining, or operating its facilities shall have the right of ingress to and egress from the easements over the property of Grantor adjacent to the easement and lying between public or private roads and the easements in such manner as shall occasion the least practicable damage and inconvenience to Grantor. Grantee shall repair damage to roads, fences or other improvements while exercising this right of ingress and egress or shall pay Grantor for any damage done in the exercise of its right of ingress and egress, provided Grantor gives written notice thereof to Grantee within sixty days after such damage occurs.
2. Grantee, its agents and employees shall have such rights and privileges as may be reasonably necessary for the full enjoyment or use and for any of the aforesaid purposes of the easements herein granted.
3. Grantee, its agents and employees shall have the right to alter or remove any structures or obstructions, natural or artificial, in the easements which it deems in any way to interfere with pedestrian passage in the easements; provided, however, that except for trees, limbs, and undergrowth, Grantee shall repair, restore, or replace all facilities located in the easements which may be disturbed, damaged or removed to as nearly as possible their original conditions. Grantee shall remove all trash and other debris from the easements and shall restore the surface thereof to as nearly as possible their original condition.
4. Grantor reserves the right to make use of the easements herein granted in a manner which is not inconsistent with the rights herein conveyed, or which does not interfere with the use of the easements by Grantee for the purposes of this Agreement. However, Grantor shall not erect any building or other structure on the permanent easements without obtaining the prior written approval of Grantee.
5. This grant covers all the agreements between the parties and no representation or statements, verbal or written, have been made which modify, add to, or change the terms of this Agreement.

Witness the following signature(s):

Grantor

GRAY LAND AND DEVELOPMENT
COMPANY, LLC, a Virginia limited
liability company

By: 

Charles W. Ewing II, Vice President

Grantee

OAK PARK CIVIC ASSOCIATION, INC.,
a Virginia corporation

By: 

Name: Charles W. Ewing II

Title: Director

Commonwealth of Virginia,
County of Henrico, to-wit:

The foregoing instrument was acknowledged before me this 11th day of July, 2002 by Charles W. Ewing II, as Vice President of GRAY LAND AND DEVELOPMENT, LLC, a Virginia limited liability company, on behalf of the limited liability company.

Given under my hand July 11th, 2002.

My commission expires: October 31, 2003.

Kelly A. Downing
NOTARY PUBLIC

Commonwealth of Virginia,
County of Henrico, to-wit:

The foregoing instrument was acknowledged before me this 11th day of July, 2002 by Charles W. Ewing, II, as Director of OAK PARK CIVIC ASSOCIATION, INC., a Virginia corporation, on behalf of the corporation.

Given under my hand July 11th, 2002.

My commission expires: October 31, 2003.

Kelly A. Downing
NOTARY PUBLIC

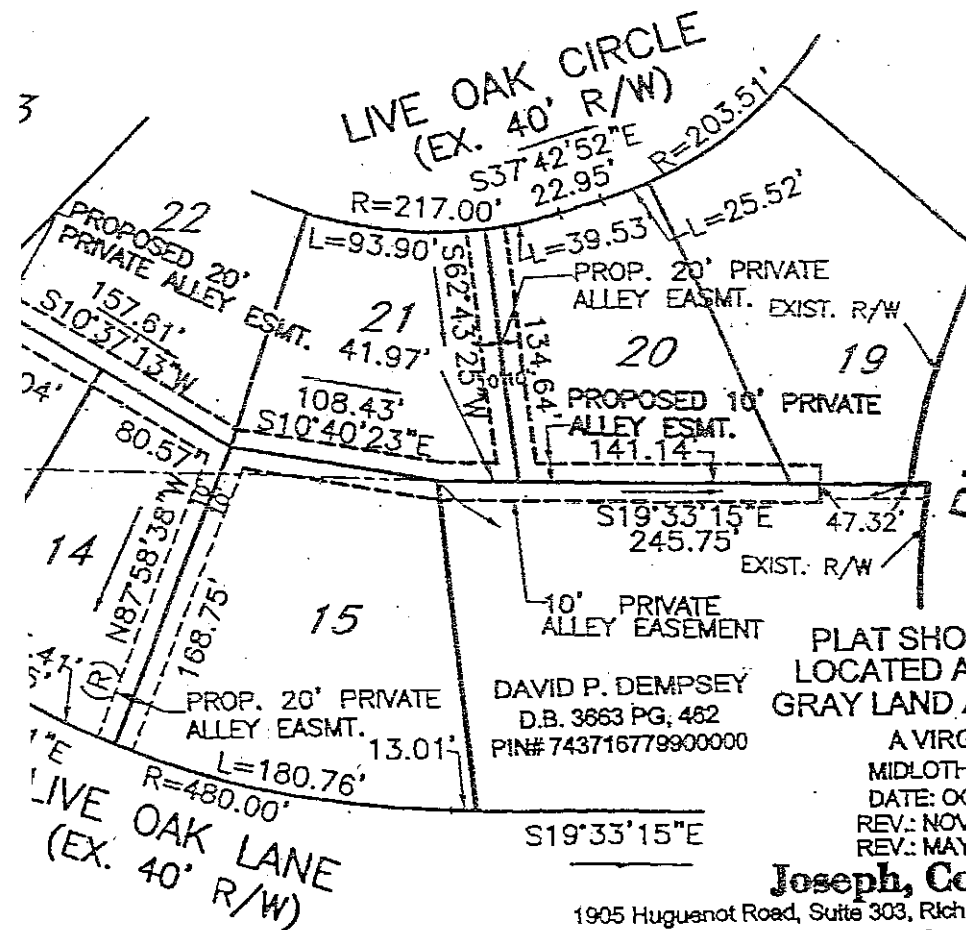
WREA1122467.1

VIRGINIA:

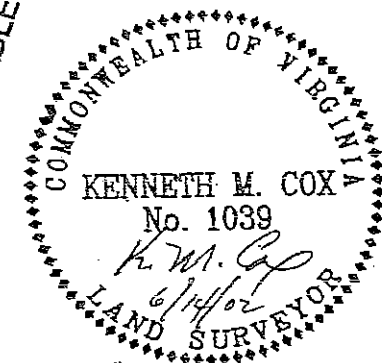
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 8 DAY OF AUG 2002, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE...., ADMITTED TO RECORD AT 10:55 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$.00 HAS BEEN PAID.

20' PRIVATE
EASEMENT

EXISTING OAK PARK SECTION 2
GRAY LAND AND DEVELOPMENT
COMPANY, LLC
D.B. 3973 PG. 810
PIN# 744717032700000
#11040 W. HUGUENOT RD.



BIG OAK LANE - RTE 815
VARIABLE WIDTH R/W
EXHIBIT A



PLAT SHOWING PRIVATE ALLEY EASEMENTS
LOCATED ACROSS PROPERTY BELONGING TO
GRAY LAND AND DEVELOPMENT COMPANY, LLC

A VIRGINIA LIMITED LIABILITY COMPANY
MIDLOTHIAN DISTRICT CHESTERFIELD CO., VA.

DATE: OCT 12, 2001 SCALE: 1"=100'
REV.: NOV 1, 2001 REV.: NOV. 26, 2001 REV. APRIL 2, 2002
REV.: MAY 29, 2002

Joseph, Cox & Associates, Inc.

1905 Huguenot Road, Suite 303, Richmond, VA 23235 (804) 897-8887 Fax (804) 897-5959
CIVIL ENGINEERING LAND SURVEYING LAND PLANNING

JOB NO 97.

TAX ID # 743717573700000 ; 744717032700000 ; and
744717417200000

Document Prepared by:

McGuire Woods LLP
One James Center
901 East Cary Street
Richmond, VA 23219
Attn: Russell T. Aaronson, III, Esq.

BOOK 4156 PAGE 418

01 JUL 13 09 41

032545

GPIN #s:

CIRCUIT COURT CLERK
CHESTERFIELD CO., VA.

*Marked: Southcoast Properties
11040 W. Kensington Rd.
Midlothian, Va
8/1/13*

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is dated as of July 12, 2001, by and between GRAY LAND AND DEVELOPMENT COMPANY, LLC, a Virginia limited liability company, ("Grantor"), and OAK PARK CIVIC ASSOCIATION, INC., a Virginia corporation ("Grantee").

WITNESSETH: That for and in consideration of the sum of one dollar (\$1.00) cash in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants and conveys unto the Grantee the following easements:

A. Private Alley Easement. A non-exclusive easement twenty (20) feet in width for the purpose of maintaining an alley right of way over and across a portion of the property of Grantor located in Chesterfield County, Virginia, as more particularly described and indicated as "20' Private Alley Easement" on a plat entitled "Plat Showing 20' Private Alley Easement Located Across Property Belonging To Gray Land And Development Company, LLC, A Virginia Limited Liability Company, Midlothian District, Chesterfield Co., VA" prepared by Joseph, Cox & Associates, Inc. dated December 12, 2000, revised January 31, 2001, a copy of which is attached as Exhibit A to be recorded as a part of this Agreement.

B. Private Pedestrian Easement. A non-exclusive easement ten (10) feet in width for the purpose of constructing and maintaining a pedestrian walkway over and across a portion of the property of Grantor located in Chesterfield County, Virginia, each as more particularly described and indicated as "Private 10' Pedestrian Easement" on a plat entitled "Plat Showing 10' Private Pedestrian Easement Located Across Property Belonging To Gray Land And Development Company, LLC, A Virginia Limited Liability Company, Midlothian District, Chesterfield Co., VA" prepared by Joseph, Cox & Associates, Inc. dated May 7, 2001, a copy of which is attached as Exhibit B to be recorded as a part of this Agreement.

C. Private Sidewalk Easements. Non-exclusive easements ten (10) feet in width for the purpose of constructing and maintaining a pedestrian sidewalk system over and across portions of the property of Grantor located in Chesterfield County, Virginia, each as more particularly described and indicated as "10' Private Sidewalk Easements Along Rights of Ways" on a plat entitled "Plat Showing Private Sidewalk Easements Across Oak Park Section 1, Midlothian District, Chesterfield Co., VA" prepared by Joseph, Cox & Associates, Inc. dated

May 4, 2001, a copy of which is attached as Exhibit C to be recorded as a part of this Agreement.

PB 119 P.24

These easements are granted subject to the following conditions:

1. Grantee, its agents and employees for the purpose of inspecting, maintaining, or operating its facilities shall have the right of ingress to and egress from the easements over the property of Grantor adjacent to the easement and lying between public or private roads and the easements in such manner as shall occasion the least practicable damage and inconvenience to Grantor. Grantee shall repair damage to roads, fences or other improvements while exercising this right of ingress and egress or shall pay Grantor for any damage done in the exercise of its right of ingress and egress, provided Grantor gives written notice thereof to Grantee within sixty days after such damage occurs.
2. Grantee, its agents and employees shall have such rights and privileges as may be reasonably necessary for the full enjoyment or use and for any of the aforesaid purposes of the easements herein granted.
3. Grantee, its agents and employees shall have the right to alter or remove any structures or obstructions, natural or artificial, in the easements which it deems in any way to interfere with pedestrian passage in the easements; provided, however, that except for trees, limbs, and undergrowth, Grantee shall repair, restore, or replace all facilities located in the easements which may be disturbed, damaged or removed to as nearly as possible their original conditions. Grantee shall remove all trash and other debris from the easements and shall restore the surface thereof to as nearly as possible their original condition.
4. Grantor reserves the right to make use of the easements herein granted in a manner which is not inconsistent with the rights herein conveyed, or which does not interfere with the use of the easements by Grantee for the purposes of this Agreement. However, Grantor shall not erect any building or other structure on the permanent easements without obtaining the prior written approval of Grantee.
5. This grant covers all the agreements between the parties and no representation or statements, verbal or written, have been made which modify, add to, or change the terms of this Agreement.

Witness the following signature(s):

Grantor

GRAY LAND AND DEVELOPMENT
COMPANY, LLC, a Virginia limited
liability company

By: 

Charles W. Ewing II, Vice President

Grantee

OAK PARK CIVIC ASSOCIATION, INC.,
a Virginia corporation

By: 

Name: Charles W. Ewing II

Title: Director

BOOK 4156 PAGE 421

Commonwealth of Virginia,
City/County of Henrico, to-wit:

The foregoing instrument was acknowledged before me this 12th day of July, 2001 by Charles W. Ewing II, as Vice President of GRAY LAND AND DEVELOPMENT, LLC, a Virginia limited liability company, on behalf of the limited liability company.

Given under my hand July 12, 2001.

My commission expires: October 31, 2003.

Kenneth A. Downing
NOTARY PUBLIC

Commonwealth of Virginia,
City/County of Henrico, to-wit:

The foregoing instrument was acknowledged before me this 12th day of July, 2001 by Charles W. Ewing II, as Director of OAK PARK CIVIC ASSOCIATION, INC., a Virginia corporation, on behalf of the corporation.

Given under my hand July 12, 2001.

My commission expires: October 31, 2003.

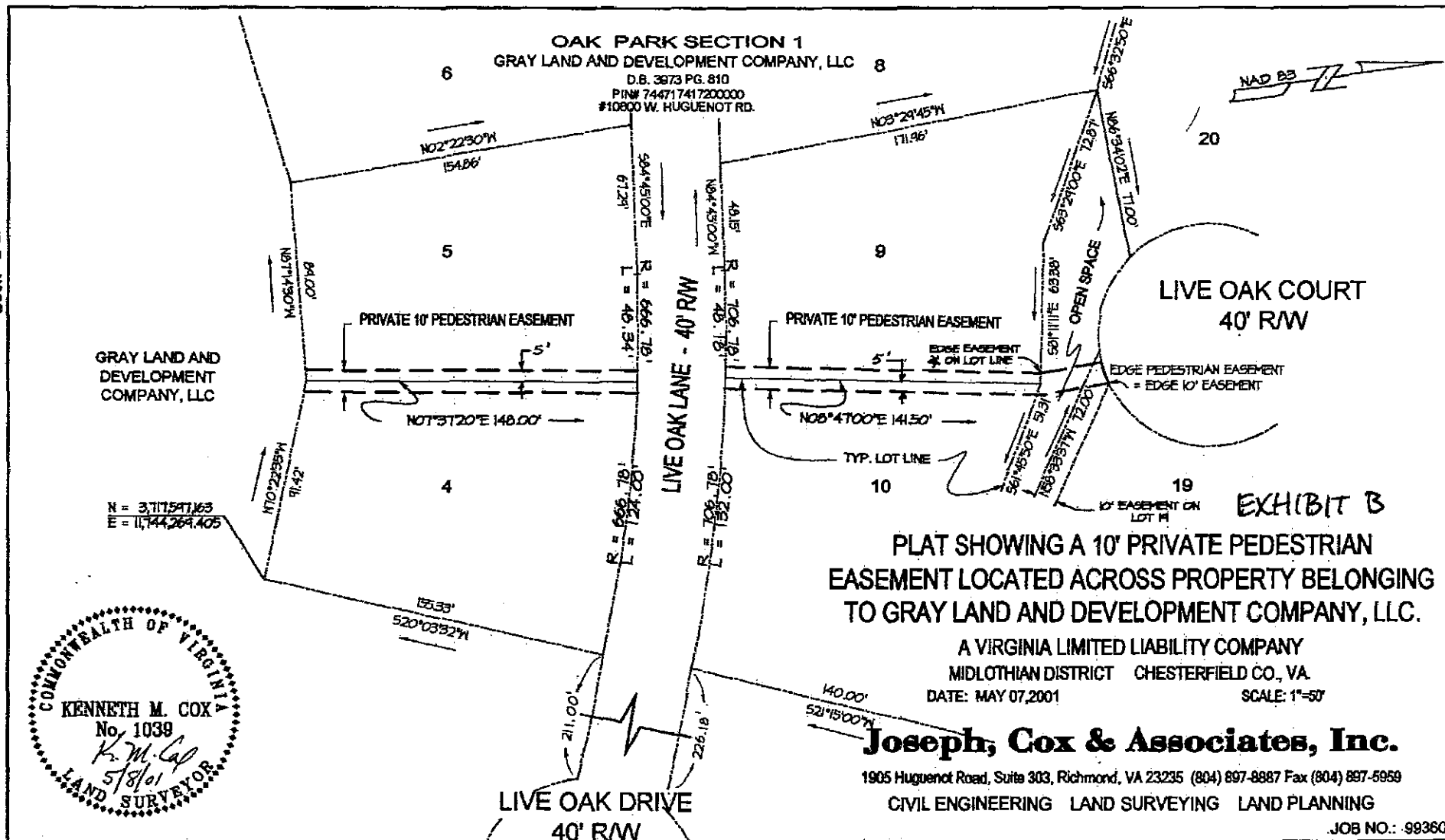
Kenneth A. Downing
NOTARY PUBLIC

\\REA\66479.1

VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 13 DAY OF JUL 2001, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE....ADMITTED TO RECORD AT 9:41 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK





File: James River Title

(1)

This Document Prepared by and When
Recorded Return To:

Russell T. Aaronson, III, Esquire
McGuireWoods LLP
901 East Cary Street
Richmond, Virginia 23219

02 AUG -8 10 55

054611

Tax Parcel No. Chesterfield County, Virginia: 743717573700000 ✓
744717003700000
744717363900000

CIRCUIT COURT CLERK
CHESTERFIELD CO., VA

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION, is made as of the 30th day of July, 2002 by GRAY LAND AND DEVELOPMENT COMPANY, LLC, a Virginia limited liability company ("Declarant").

RECITALS

A. By Declaration of Covenants, Restrictions Rights, Affirmative Obligations And Conditions, dated as of June 4, 2001, recorded July 5, 2001 in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 4149, page 78 (the "Declaration"), certain property was subjected to the Declaration, as more particularly described in the Declaration.

B. Article II of the Declaration provides, in part, that Declarant may subject Additional Area (as defined in the Declaration) to the provisions of the Declaration.

C. Declarant desires to subject that certain property more particularly described on Exhibit A hereto (the "Property") to the Declaration.

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the real estate described in Exhibit A hereto, is and shall be held, transferred, sold, conveyed and occupied subject to the Declaration.

WITNESS the following duly authorized signature.

GRAY LAND AND DEVELOPMENT
COMPANY, LLC

By: 
Title: Vice President

STATE OF VIRGINIA:

CITY/COUNTY OF Henrico :

The foregoing instrument was acknowledged before me this 16th day of July, 2002 by CHARLES W. EWING II, as Vice President of GRAY LAND AND DEVELOPMENT COMPANY, LLC, a Virginia limited liability company, on behalf of the limited liability company.

My commission expires: October 31, 2003.


Notary Public

EXHIBIT A

Oak Park, Section 2, as shown on a subdivision plat entitled "Oak Park Section 2, Midlothian District, Chesterfield County, Virginia, Subdivision Identification No. 000-0362-02" dated November 15, 2001 and prepared by Joseph Cox & Associates, Inc., recorded on July 30, 2002 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Plat Book 128 at Pages 2-3.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 8 DAY OF AUG 2002, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE.....ADMITTED TO RECORD AT 10:55 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK

2600

Instrument Control Number

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

10 SEP - 9 11 34

032148

[ILS VLR Cover Sheet Agent 1.0.66]

CIRCUIT COURT CLERK
CHESTERFIELD CO., VA.

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Date of Instrument: [9/3/2010]

Instrument Type: [DEC]

Number of Parcels [1]

Number of Pages [5]

City ☐ County ☒ [Chesterfield County] (Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[Gray Land and Develop]	[]	[]	[]
[]	[]	[]	[]

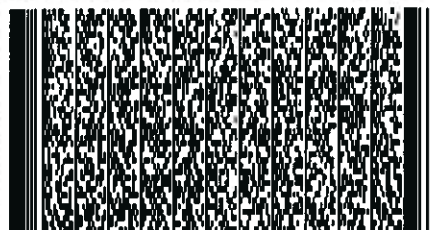
First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[The Oak Park Civic Ass]	[]	[]	[]
[]	[]	[]	[]

Grantee Address (Name) [The Oak Park Civic Association, Inc.]
 (Address 1) [c/o Association Community Services, Inc.]
 (Address 2) [4912 West Broad Street]
 (City, State, Zip) [Richmond] [VA] [23230]
 Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City ☐ County ☒ [Chesterfield County] Percent. in this Juris. [100]
 Book [4149] Page [787] Instr. No []
 Parcel Identification No (PIN) [N/A 7447111350000, 744717449500000, 7437176044000]
 Tax Map Num. (if different than PIN) [N/A]
 Short Property Description []
 Current Property Address (Address 1) []
 (Address 2) []
 (City, State, Zip) [] [] []

Instrument Prepared by [J. Thomas Miller]
 Recording Paid for by [Troutman Sanders LLP]
 Return Recording to (Name) [J. Thomas Miller]
 (Address 1) [Troutman Sanders LLP]
 (Address 2) [1001 Haxall Point]
 (City, State, Zip) [Richmond] [VA] [23219]
 Customer Case ID [] [] []



Prepared by:
J. Thomas Miller
Troutman Sanders LLP
1001 Haxall Point
Richmond, Virginia 23219

Parcel Identification Number: ~~NEA~~ 74471711350000, 74471744950000, 74371760440000
Consideration: None

DELEGATION, ASSIGNMENT AND RELINQUISHMENT OF DECLARANT RIGHTS

THIS DELEGATION, ASSIGNMENT AND RELINQUISHMENT OF DECLARANT RIGHTS (this "Agreement") is made and entered into this 3rd day of September, 2010 by and between **GRAY LAND AND DEVELOPMENT COMPANY, LLC**, a Virginia limited liability company (to be indexed as a grantor and referred to hereinafter as "Original Declarant"); and **THE OAK PARK CIVIC ASSOCIATION, INC.**, a Virginia non-stock corporation (to be indexed as a grantee and referred to hereinafter as "Association").

WITNESSETH:

RECITALS:

A. Original Declarant is the "Declarant" under a certain Declaration of Covenants, Restrictions, Rights, Affirmative Obligations and Conditions, recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia (the "Clerk's Office") in Deed Book 4149, at page 787, as the same has been amended and supplemented from time to time (collectively, the "Declaration").

B. Pursuant to Article III and Section 4.2 of the Articles of Incorporation of the Association (the "Articles"), the Period of Declarant Control (as defined in the Articles) has expired. Section 9.8 of the Declaration provides that Declarant may assign any and all rights, powers, easements and reservations of Declarant under the Declaration or any of the Project Documents (collectively, the "Declarant Rights"), in whole or in part, to Association, and such assignment shall be evidenced by an instrument that shall be recorded in the Clerk's Office. Section 6.1 of the Declaration provides that Original Declarant may delegate the responsibility for appointing persons to serve on the Design Committee to Association.

C. Accordingly, as the Period of Declarant Control has expired and Original Declarant no longer owns any Lots, Original Declarant now wishes to (i) assign all of the Declarant Rights to Association; (ii) delegate the responsibility for appointing persons to serve on the Design Committee (defined therein) to Association, subject to the agreement of the Association that the Design Committee will be comprised of the individuals set forth herein and that all plans for construction on the Lots will be reviewed by the Design Committee in accordance with the Architectural Code adopted by the existing Design Committee; and (iii) relinquish and terminate all further obligations of Declarant under the Declaration.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Original Declarant and Association hereby agree, as follows:

1. Recitals; Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Declaration. The foregoing Recitals are hereby incorporated into this Agreement as operative provisions hereof.

2. Assignment of Declarant's Rights. Original Declarant hereby assigns, transfers, and sets over unto Association any and all of the Declarant's Rights, without limitation.

3. Delegation of Architectural and Landscaping Control. Original Declarant hereby permanently and irrevocably delegates to Association all of its rights under Article VI of the Declaration, including, without limitation, the right to appoint and remove members of the Design Committee and the right to establish a Modifications Review Committee.

4. Appointment of Members of Design Committee. Association agrees that the Design Committee will be comprised of Randy Holmes and Skip Wallace until replaced in accordance with the terms of the Declaration, and that all plans for construction of homes on the Lots shall be reviewed by the Design Committee in accordance with the Architectural Code adopted and currently in effect, until such time as such Architectural Code is terminated, amended or replaced by the then-existing Design Committee in accordance with the terms of the Declaration.

5. No Prior Assignment or Delegation by Declarant. Original Declarant hereby represents and warrants to Association that Original Declarant has not previously assigned or delegated its rights under the Declaration (or any other Project Document) to any other party and that the undersigned is duly authorized to execute and deliver this Agreement on behalf of the Declarant.

6. Termination of Residual Rights and Release of Original Declarant. Original Declarant hereby relinquishes and terminates all further rights of Declarant under the Declaration other than those rights expressly assigned and/or delegated herein, and the Association hereby releases Original Declarant, its affiliates GrayCo, Inc. and Gray Holdings, LLC, and its and their respective members, officers, directors and managers, including without limitation any and all prior officers and directors of the Association (collectively, the "Released Parties"), from any and all obligations, claims, liabilities and causes of action, direct or indirect, known or unknown, without limitation, under the Project Documents or otherwise arising on or before the date hereof, such release being a full and complete release of all claims of the Association. In addition, the Association agrees to indemnify and defend the Released Parties from and against any and all liability, claims or demands of any kind made against or incurred by Released Parties by reason of or arising out of any acts or omissions of the Association, its agents, officers or employees after the date hereof relating to or arising out of the Association's exercise of the Declarant's rights or the Association's obligations as the Declarant under the Declaration.

7. Irrevocability. This Agreement constitutes an absolute, unconditional and irrevocable conveyance of the Declarant Rights to the Association by which Original Declarant completely divests itself of any and all rights, title or interest as Declarant in and to the Declarant Rights. Original Declarant declares that this conveyance is freely and fairly made.

8. Severability; Governing Law. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. If any provisions of this Agreement or the application thereof to any persons, entities or circumstances shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision which is substantively most similar to such invalid or unenforceable provision, and the remainder of the Agreement, or the application of such provisions to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

9. Relationship of Parties. Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership, joint venture or any other association between all or any of the parties hereto.

10. Counterparts. This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Original Declarant and Association have caused this instrument to be executed by their respective duly authorized representatives.

ORIGINAL DECLARANT:

**GRAY LAND AND DEVELOPMENT COMPANY,
LLC, a Virginia limited liability company**

By: [Signature]
Russell T. Aaronson, III
President

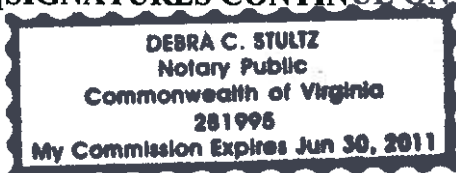
COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO, to-wit:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction this 7th day of September, 2010, by Russell T. Aaronson, III, who is the President of Gray Land and Development Company, a Virginia limited liability company, for and on behalf of the company.

[Signature]
Notary Public

My commission expires: June 30, 2011
Registration number: 281995

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]



BOOK 5100 PAGE 100

ASSOCIATION:

THE OAK PARK CIVIC ASSOCIATION, INC.,
a Virginia non-stock corporation

By: Theresa M. Riddle
Name: Theresa M. Riddle
Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Richmond, to-wit:

7+5 The foregoing instrument was acknowledged before me in the above-stated jurisdiction this
day of September, 2010, by Theresa M. Riddle who is the
President of The Oak Park Civic Association, Inc., a Virginia non-stock
corporation, for and on behalf of the corporation.

[Signature]
Notary Public

My commission expires: 5/31/14

Registration number: 7343223



INSTRUMENT #32148
RECORDED IN THE CLERK'S OFFICE OF
CHESTERFIELD ON
SEPTEMBER 9, 2010 AT 02:34PM

JUDY L. WORTHINGTON, CLERK
RECORDED BY: JDS

Instrument Control Number

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form 1

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RECORDING DIVISION
 VIRGINIA DEPARTMENT OF REVENUE

[ILS VLR Cover Sheet Agent 1.0.66]

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Date of Instrument: [1/14/2011]

Instrument Type: [DE]

Number of Parcels [5]

Number of Pages [8]

City ☐ County ☒ [Chesterfield County] (Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[BELLEVUE TWO, LLC]	[]	[]	[]
[R.S. HULBERT BUILD]	[]	[]	[]

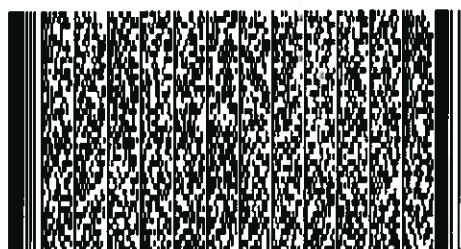
First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[OAK PARK CIVIC AS]	[]	[]	[]
[]	[]	[]	[]

Grantee Address (Name) [OAK PARK CIVIC ASSOCIATION, INC.]
 (Address 1) [c/o Association Community Services, Inc.]
 (Address 2) [4912 West Broad Street]
 (City, State, Zip) [Richmond] [VA] [23230]
 Consideration [10.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City ☐ County ☒ [Chesterfield County] Percent. in this Juris. [100]
 Book [] Page [] Instr. No []
 Parcel Identification No (PIN) [743-717-7312-00000]
 Tax Map Num. (if different than PIN) [743-717-7312-00000]
 Short Property Description [Oak Park Section 4, Lot 2]
 Current Property Address (Address 1) [2818 Live Oak Lane]
 (Address 2) []
 (City, State, Zip) [Midlothian] [VA] [23113]

Instrument Prepared by [Troutman Sanders LLP]
 Recording Paid for by [Troutman Sanders LLP]
 Return Recording to (Name) [J. Thomas Miller, Esq.]
 (Address 1) [Troutman Sanders LLP]
 (Address 2) [P.O. Box 1122]
 (City, State, Zip) [Richmond] [VA] [23218-1122]
 Customer Case ID [] [] []



Instrument Control Number

**Commonwealth of Virginia
Land Record Instruments
Continuation Cover Sheet
Form C**

[ILS VLR Cover Sheet Agent 1.0.66]

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Date of Instrument: [1/14/2011]

Instrument Type: [DE]

Number of Parcels [5]

Number of Pages [8]

City ☐ County ☒ [Chesterfield County] (Box for Deed Stamp Only)

Grantors/Grantees/Parcel Continuation Form C

Last Name	First Name	Middle Name or Initial	Suffix
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Prior Instr. Recorded at: City ☐ County ☒ [Chesterfield County] Percent. in this Juris. [100]
 Book [] Page [] Instr. No []
 Parcel Identification No (PIN) [743-717-7603-00000]
 Tax Map Num. (if different than PIN) [743-717-7603-00000]
 Short Property Description [Oak Park Section 4, Lot 3]
 Current Property Address (Address 1) [2824 Live Oak Lane]
 (Address 2) []
 (City, State, Zip) [Midlothian] [VA] [23113]

Prior Instr. Recorded at: City ☐ County ☒ [Chesterfield County] Percent. in this Juris. [100]
 Book [] Page [] Instr. No []
 Parcel Identification No (PIN) [743-716-8093-00000]
 Tax Map Num. (if different than PIN) [743-716-8093-00000]
 Short Property Description [Oak Park Section 4, Lot 4]
 Current Property Address (Address 1) [2830 Live Oak Lane]
 (Address 2) []
 (City, State, Zip) [Midlothian] [VA] [23113]



Instrument Control Number

**Commonwealth of Virginia
Land Record Instruments
Continuation Cover Sheet
Form C**

[ILS VLR Cover Sheet Agent 1.0.66]

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Date of Instrument: [1/14/2011]

Instrument Type: [DE]

Number of Parcels [5]

Number of Pages [8]

City ☐ County ☒ [Chesterfield County] (Box for Deed Stamp Only)**Grantors/Grantees/Parcel Continuation Form C**

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Prior Instr. Recorded at: City ☐ County ☒ [Chesterfield County] Percent. in this Juris. [100]

Book [] Page [] Instr. No []

Parcel Identification No (PIN) [743-717-9108-00000]

Tax Map Num. (if different than PIN) [743-717-9108-00000]

Short Property Description [Oak Park Section 2, Lot 20]

Current Property Address (Address 1) [11142 Live Oak Circle]

(Address 2) []

(City, State, Zip) [Midlothian] [VA] [23113]

Prior Instr. Recorded at: City ☐ County ☒ [Chesterfield County] Percent. in this Juris. [100]

Book [] Page [] Instr. No []

Parcel Identification No (PIN) [743-717-9800-00000]

Tax Map Num. (if different than PIN) [743-717-9800-00000]

Short Property Description [Oak Park Section 2, Lot 19]

Current Property Address (Address 1) [11148 Live Oak Circle]

(Address 2) []

(City, State, Zip) [Midlothian] [VA] [23113]



RECEIVED

Prepared by and return to:
 Troutman Sanders LLP
 1001 Haxall Point
 Richmond, Virginia 23219
 Attention: J. Thomas Miller

FEB 25 2011
 TIME: 12:55 a.m./p.m.
 CHESTERFIELD CIRCUIT COURT

Parcel Identification Numbers: 743-717-7312-00000; 743-717-7603-00000; 743-716-8093-00000; 743-717-9108-00000; 743-717-9800-00000

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made as of this 14th day of January, 2011, by and among **BELLEVUE TWO, LLC**, a Virginia limited liability company ("Bellevue Two"); **R.S. HULBERT BUILDERS, INC.**, a Virginia corporation ("Hulbert" and together with Bellevue Two, the "Grantors"); and **OAK PARK CIVIC ASSOCIATION, INC.**, a Virginia non-stock corporation ("Grantee" and together with the Grantors, the "Parties").

RECITALS:

A. Bellevue Two is the owner of those certain parcels of land located in Chesterfield County, Virginia, commonly known as 2818 Live Oak Lane (Oak Park Section 4, Lot 2/Parcel Identification Number 743-717-7312-00000), 2824 Live Oak Lane (Oak Park Section 4, Lot 3/Parcel Identification Number 743-717-7603-00000), 2830 Live Oak Lane (Oak Park Section 4, Lot 4/Parcel Identification Number 743-716-8093-00000) and 11142 Live Oak Circle (Oak Park Section 2, Lot 20/Parcel Identification Number 743-717-9108-00000) (collectively, the "Bellevue Two Property").

B. Hulbert is the owner of that certain parcel of land located in Chesterfield County, Virginia, commonly known as 11148 Live Oak Circle (Oak Park Section 2, Lot 19/Parcel Identification Number 743-717-9800-00000) (the "Hulbert Property").

C. Grantee is a property owner's association serving the Oak Park neighborhood, pursuant to a certain Declaration of Covenants, Restrictions, Rights, Affirmative Obligations and Conditions, dated June 4, 2001 and recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia (the "Clerk's Office") in Deed Book 4149, page 787, as amended (the "Declaration").

D. Grantee is the beneficiary of a certain Easement Agreement from Gray Land Development Company, LLC, a Virginia limited liability company ("Gray Land"), dated July 30, 2002, and recorded in the Clerk's Office in Deed Book 4635, page 466 (the "Alley Easement Agreement"), whereby Gray Land, as the predecessor in title to the Grantors, conveyed to Grantee, among other things, a certain private alley easement ten (10) feet in width over the Hulbert Property and that portion of the Bellevue Property known as 11142 Live Oak Circle (the "Existing Private Alley Easement").

E. The Alley Easement Agreement and several other plats recorded in the Clerk's Office in connection with the Declaration (Subdivision Plat for Oak Park Section 2, Plat Book 128, pages 2-3 and Subdivision Plat for Oak Park Section 4, Plat Book 177, page 3) (the "Plats")

noted that the ten (10)-foot portion of the Private Alley Easement located on the portion of the Bellevue Two Property known as 2818 Live Oak Lane, 2824 Live Oak Lane, and 2830 Live Oak Lane would be conveyed to Grantee pursuant to a separate instrument; however, to the knowledge of the Parties, no such instrument has been recorded in the Clerk's Office.

F. Grantee has learned that the existing paved areas of the Private Alley Easement encroach beyond the area of the easement located on the Hulbert Property and the portion of the Bellevue Property known as 11142 Live Oak Circle.

G. The Parties desire to (i) modify the area of the Bellevue Property and the Hulbert Property subject to the Alley Easement Agreement and (ii) formally recognize that the Private Alley Easement, as shown on the Plats and the exhibit to the Alley Easement Agreement, also burdens the portions of the Bellevue Two property known as 2818 Live Oak Lane, and 2824 Live Oak Lane, 2830 Live Oak Lane.

AGREEMENT:

NOW, THEREFORE, WITNESSETH THAT, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, as follows:

1. Private Alley Easement. Bellevue Two and Hulbert hereby grant and convey unto the Grantee a non-exclusive variable width easement for the purpose of maintaining a private alley right of way over and across those portions of the Bellevue Two Property and the Hulbert Property, respectively, as more particularly described and indicated as "Proposed 10' Private Alley Easement" and "Proposed Variable Width Private Alley Easement" on a certain plat entitled "Plat Showing a Proposed Private Alley Easement Oak Park, Sections 2 and 4 Midlothian District, Chesterfield County, Virginia", dated December 22, 20109 and prepared by Potts, Minter and Associates, P.C., a copy of which is attached hereto as Exhibit A and made a part hereof by this reference (the "New Alley Easement").

2. The New Alley Easement is granted subject to the following conditions:

(a) Grantee shall repair damage to the Bellevue Two Property and the Hulbert Property, such as fences or other improvements, while exercising this right of ingress and egress or shall pay Grantors for any damage done in the exercise of its right of ingress and egress, provided any such Grantor shall give written notice thereof to Grantee within sixty (60) days after such damage occurs.

(b) Grantee, its agents and employees shall have such rights and privileges as may be reasonably necessary for the full enjoyment or use and for any of the aforesaid purposes of the New Alley Easement herein granted.

(c) Grantee, its agents and employees shall have the right to alter or remove any structures or obstructions, natural or artificial, within the area of the New Alley Easement which it deems in any way to interfere with vehicular or pedestrian passage in the New Alley Easement;

provided, however, that except for trees, limbs, and undergrowth, Grantee shall repair, restore, or replace all facilities located in the New Alley Easement which may be disturbed, damaged or removed to as nearly as possible their original conditions. Grantee shall remove all trash and other debris from the New Alley Easement resulting from its activities thereupon and shall restore the surface thereof to as nearly as possible their original condition to the extent damaged by Grantee.

(d) Each Grantor reserves the right to make use of the New Alley Easement in a manner which is not inconsistent with the rights herein conveyed, or which does not interfere with the use of such easement by Grantee for the purposes of this Agreement. However, no Grantor shall erect any building or other structure on the permanent easements without obtaining the prior written approval of Grantee.

3. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. This Agreement may be executed by facsimile signatures which shall be binding on the Parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

4. Governing Law; Venue. The laws of the Commonwealth of Virginia shall govern the validity, construction, enforcement, and interpretation of this Agreement.

5. Entire Agreement. This Agreement embodies the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings, agreements and contracts, whether written or oral. This Agreement shall not be amended, altered, changed, modified, supplemented or rescinded in any manner except by a written and executed agreement.

6. Binding Effect; Survival. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors, heirs and assigns.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the date first written above.

GRANTORS:

liability

BELLEVUE TWO, LLC, a Virginia limited
company

By: _____

Name: _____

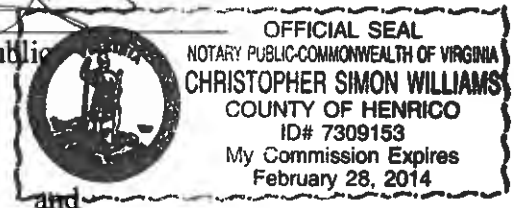
Title: _____

Jon Rasich
Jon Rasich
Managing Member

STATE OF VIRGINIA,CITY/COUNTY OF Henrico/Henrico, to-wit:

The foregoing instrument was acknowledged before me in the City/County of HENRICO, State of VIRGINIA, this 4TH day of FEBRUARY, 2010, by Jon Rasich, as MANAGING MEMBER of Bellevue Two, LLC, a Virginia limited liability company.

Notary Public

My commission expires: FEBRUARY 28, 2014Registration number: 7309153

R.S. HULBERT BUILDERS, INC., a Virginia
corporation

By: _____

Name: _____

Title: _____

STATE OF _____,

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the City/County of _____, State of _____, this ____ day of _____, 2010, by _____, as _____ of R.S. Hulbert Builders, Inc, a Virginia corporation.

Notary Public

My commission expires: _____

Registration number: _____

R.S. HULBERT BUILDERS, INC., a Virginia corporation

By: Ronald S. Hulbert
 Name: Ronald S. Hulbert
 Title: President

STATE OF VA,

CITY/COUNTY OF Chesterfield, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 14th day of January, 2011, by Ronald S. Hulbert, as President of R.S. Hulbert Builders, Inc, a Virginia corporation.

W. Lee Harris, Jr.
 Notary Public

My commission expires: _____

Registration number: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



GRANTEE:

OAK PARK CIVIC ASSOCIATION, INC., a
Virginia non-stock corporationBy: Theresa M. Riddle
Name: Theresa M. Riddle
Title: PresidentSTATE OF Virginia,CITY COUNTY OF Richmond, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
15th day of January, 2011, by Theresa M. Riddle, as President of Oak Park
Civic Association, Inc., a Virginia non-stock corporation.

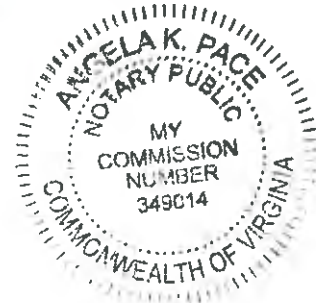
Angela K. Pace
Notary PublicMy commission expires: 11/30/2012
Registration number: 349014

Exhibit A

Plat Showing Private Alley Easement

INSTRUMENT #8800
RECORDED IN THE CLERK'S OFFICE OF
CHESTERFIELD ON
MARCH 8, 2011 AT 01:26PM

JUDY L. WORTHINGTON, CLERK
RECORDED BY: LCB

EXHIBIT A

THIS PLAT HAS BEEN PREPARED
WITHOUT THE BENEFIT OF A TITLE
REPORT AND THEREFORE DOES NOT
NECESSARILY INDICATE ALL
ENCUMBRANCES ON THE PROPERTY.

BIG OAK LANE

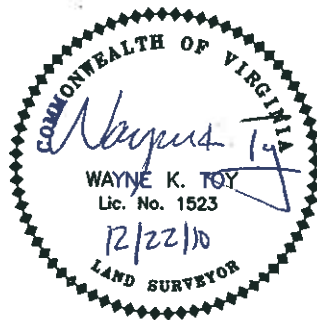
VARIABLE WIDTH R/W
STATE ROUTE 815

S89°53'16"W L=73.54'
56.00' R=378.22'

19

R.S. HULBERT BUILDERS INC.
(D.B. 5952, PG. 907)
*PROPERTY ADDRESS:
#11148 LIVE OAK CIRCLE
*GPIN: 743-717-98000000
OAK PARK
SECTION 2

**LIVE OAK
CIRCLE** (40' R/W)



3716916.3881
11743904.0572

BELLEVUE TWO LLC
(D.B. 8732, PG. 452)
*PROPERTY ADDRESS:
#2830 LIVE OAK LANE
*GPIN: 743-716-809300000
OAK PARK
SECTION 4

BELLEVUE TWO LLC
(D.B. 8732, PG. 452)
*PROPERTY ADDRESS:
#2824 LIVE OAK LANE
*GPIN: 743-717-760300000
OAK PARK
SECTION 4

BELLEVUE TWO LLC
(D.B. 8732, PG. 452)
*PROPERTY ADDRESS:
#2818 LIVE OAK LANE
*GPIN: 743-717-731200000
OAK PARK
SECTION 4

S70°26'45"W
10.00'
EX. 8' DRAINAGE
(D.B. 4672, PG. 293)
EX. 8' DRAINAGE
N19°33'15"W
10.00'
EX. 8' DRAINAGE
(D.B. 4672, PG. 293)

PROPOSED 10' ALLEY EASEMENT
N19°33'15"W
147.72'
N19°33'15"W
197.22'
197.22'
197.22'

PROPOSED 10' PRIVATE ALLEY EASEMENT
N23°56'33"W
118.20'
N23°56'33"W
118.20'
PROPOSED VARIABLE WIDTH EASEMENT
N45°05'59"E
175.79'
156.88'

BELLEVUE TWO LLC
(D.B. 8732, PG. 452)
*PROPERTY ADDRESS:
#11142 LIVE OAK CIRCLE
*GPIN: 743-717-910800000
OAK PARK
SECTION 2

EX. 20' PRIVATE ALLEY EASEMENT
(D.B. 4635, PG. 466)
OAK PARK
SECTION 2

3717185.4546
11743814.7397

OAK PARK
SECTION 2
NAD83

EX. 20' PRIVATE ALLEY EASEMENT
(D.B. 4635, PG. 466)

50 0 50 100 150
Scale: 1" = 50'

**PLAT SHOWING A PROPOSED PRIVATE ALLEY EASEMENT
OAK PARK, SECTIONS 2 AND 4
MIDLOTHIAN DISTRICT
CHESTERFIELD COUNTY, VIRGINIA.**

POTTS, MINTER and ASSOCIATES, P.C.

Engineers, Land Surveyors, Land Planners
3520 Courthouse Road
Richmond, Virginia 23236
(804) 745-2876

Date: 12-22-10
Scale: 1"=50'
J.N. 0412-11

CHECKED: WKT

22
(1)
23

Instrument Control Number

Commonwealth of Virginia
Land Record Instruments
Circuit Court Clerk
CHESTERFIELD CO., VA
Cover Sheet - Form A

12 OCT 15 13 27

043350

[ILS VLR Cover Sheet Agent 1.0.83]

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P

[X]
[]

Date of Instrument: [10/10/2012]

Instrument Type: [DE]

Number of Parcels [1]

Number of Pages [4]

City ☐ County ☒ [Chesterfield County] (Box for Deed Stamp Only)**First and Second Grantors**

Last Name	First Name	Middle Name or Initial	Suffix
[R.S. HULBERT BUILD]	[]	[]	[]
[]	[]	[]	[]

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[OAK PARK CIVIC AS]	[]	[]	[]
[]	[]	[]	[]

Grantee Address (Name) [R.S. Hulbert Builders, Inc.]
 (Address 1) [10138 Hull Street Rd. , Suite B]
 (Address 2) []
 (City, State, Zip) [Midlothian] [VA] [23112]

Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City ☐ County ☒ [Chesterfield County] Percent. in this Juris. [100]

Book [] Page [] Instr. No []

Parcel Identification No (PIN) [743717924300000]

Tax Map Num. (if different than PIN) [743717924300000]

Short Property Description [LOT 23, OAK PARK, SEC. 2]

Current Property Address (Address 1) []

(Address 2) []

(City, State, Zip) [] [] []

Instrument Prepared By [Ferris & Ferris]

Recording Paid for By [FERRIS AND FERRIS]

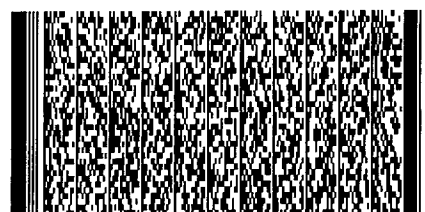
Return Recording To (Name) [FERRIS AND FERRIS]

(Address 1) [PO BOX 294]

(Address 2) []

(City, State, Zip) [CHESTERFIELD] [VA] [23832-0294]

Customer Case ID [11-160] [] []



**Mail to: Ferris & Ferris
P.O. Box 294
Chesterfield, VA 23832**

Tax Map No. 743717924300000

DEED OF EASEMENT

THIS DEED OF EASEMENT made this 10th day of October, 2012, by and between **R.S. HULBERT BUILDERS, INC.**, a Virginia Corporation, Grantor and **OAK PARK CIVIC ASSOCIATION, INC.**, a Virginia corporation, Grantee;

W I T N E S S E T H:

WHEREAS, R.S. HULBERT BUILDERS, INC., a Virginia Corporation, owns property located in the County of Chesterfield, Virginia, identified as Tax Parcel 743717924300000, and described as Lot 23, Oak Park, Section 2, as shown on a plat of survey by Potts, Minter and Associates, P.C., entitled "Exhibit Showing Proposed Easement Situated Along Lot 23, Plan of "Oak Park", Section "2", in the Midlothian District of Chesterfield County, Virginia" dated September 5, 2012, which plat is attached to and recorded herewith, reference to which plat is hereby made for a more particular description of the property herein conveyed;

WHEREAS, OAK PARK CIVIC ASSOCIATION, INC., owns the Existing 10' Pedestrian Easement centered along the lot lines dividing Lots 22 & 23 as created in Deed Book 4635, page 466, and more particularly shown on the subdivision plat recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia, in Plat Book 128, Pages 2-3;

Prepared by: Ferris & Ferris (VSB#36523)

WHEREAS, a concrete walk ("sidewalk") was constructed by the Grantee;

WHEREAS, said sidewalk was supposed to be constructed within the existing 10' Pedestrian Easement, 5' of which is located on Lot 22 and 5' of which is located on Lot 23;

WHEREAS, a portion of the sidewalk was constructed outside of the 5' Pedestrian Easement which is located on Lot 23, thereby encroaching onto Lot 23;

WHEREAS, the sidewalk covers a 11.31 foot by 118.88 foot area (1,340 sq. feet) along the eastern portion of Lot 23, a portion of which is located in the Existing Pedestrian Easement;

WHEREAS, it is necessary for a 1340 sq. ft. variable width easement to be created to allow the sidewalk, as constructed, to remain on Lot 23, Section 2, Oak Park, as more particularly shown on the plat of survey by Potts, Minter and Associates, P.C., entitled "Exhibit Showing Proposed Easement Situated Along Lot 23, Plan of "Oak Park", Section "2", in the Midlothian District of Chesterfield County, Virginia" dated September 5, 2012, and attached hereto as Exhibit "A";

NOW THEREFORE, in consideration of the premises, the Grantor hereby grants and conveys unto the Grantee a 1340 sq. ft. variable width easement to allow the sidewalk belonging to Oak Park Civic Association, Inc. to remain on Lot 23, Section 2, Oak Park, all as more particularly shown on the plat of survey prepared by Potts, Minter and Associates, P.C., entitled "Exhibit Showing Proposed Easement Along Lot 23, Plan of "Oak Park", Section "2", in the Midlothian District of Chesterfield County, Virginia" dated September 5, 2012, and attached hereto as Exhibit "A".

This conveyance is made subject to the restrictions, conditions, easements and agreements of record.

This Agreement shall be binding upon and inure to the benefit of the Grantor and Grantee and their heirs, successors and assigns.

Corporate resolution authorizing above referenced corporate transaction and conveyance certified as proper by approved attorney, which is recorded in Deed Book 8641, page 615 in the Chesterfield County Circuit Court.

IN WITNESS WHEREOF, the said R. S. Hulbert Builders, Inc., a Virginia corporation, has caused its name to be signed hereto by its Corporate Attorney, Michelle L. Ferris, in accordance with the authority granted by its Board of Directors which has not been modified or revoked and is still in effect.

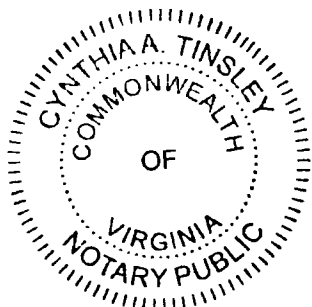
R.S. HULBERT BUILDERS, INC.,
a Virginia corporation

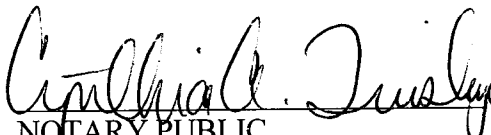
BY:  (SEAL)
MICHELLE L. FERRIS, Corporate Attorney

STATE OF VIRGINIA

COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 10th day of October, 2012, by Michelle L. Ferris, Corporate Attorney for R. S. Hulbert Builders, Inc., a Virginia corporation, on behalf of said corporation.

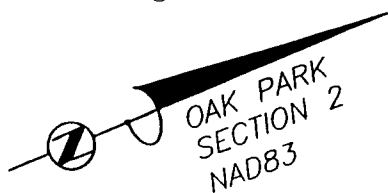


 (SEAL)
NOTARY PUBLIC
My commission expires: 9-30-16
Registration # 143784

INSTRUMENT #43350
RECORDED IN THE CLERK'S OFFICE OF
CHESTERFIELD ON
OCTOBER 15, 2012 AT 01:27PM

JUDY L. WORTHINGTON, CLERK
RECORDED BY: LCB

THIS PROPERTY APPEARS TO BE LOCATED
IN ZONE 'C' AS SCALED FROM FEMA
COMMUNITY PANEL NO. 510035 0009B.
PANEL NOT PRINTED



3717409.43
11743830.77

EX. 20' PRIVATE
ALLEY EASEMENT
(D.B. 4635, PG. 466)

N10°37'13"E
157.61'

N30°51'00"E
152.25'

22

15,845 S.F.
CHRISTOPHER R. AND
M. W. GORMAN
D.B. 9806, PG. 834
#11130 LIVE OAK CIRCLE
GPIN: 743-717-873100000

EXISTING
VARIABLE WIDTH
EASEMENT
(FENCING)

*N66°14'02"W
*119.98'

WOODEN
FENCE

EXISTING
10' PEDESTRIAN
EASEMENT
D.B. 4635, PG. 466

EXISTING
10' SIDEWALK
EASEMENT
D.B. 4635, PG. 466

3717357.01
11743949.80

**LIVE OAK
CIRCLE**
(40' R/W)

*L=11.23'
*R=217.00'
*CH=11.23'
*CH.BRG.S25°14'48"W

439.68' TO THE
N/L OF LIVE OAK
DRIVE, EXTENDED

23

*PROPOSED
VARIABLE WIDTH
EASEMENT
*1340 S.F.
(CONC. WALK)

16,062 S.F.

R.S. HULBERT BUILDERS, INC.
D.B. 9363, PG. 747
#11124 LIVE OAK CIRCLE
GPIN: 743-717-924300000

THIS PLAT HAS BEEN PREPARED
WITHOUT THE BENEFIT OF A TITLE
REPORT AND THEREFORE DOES NOT
NECESSARILY INDICATE ALL
ENCUMBRANCES ON THE PROPERTY.

CONCRETE WALK

EXHIBIT SHOWING PROPOSED EASEMENT SITUATED
ALONG LOT 23, PLAN OF "OAK PARK", SECTION "2",
IN THE MIDLOTHIAN DISTRICT OF CHESTERFIELD COUNTY, VIRGINIA.