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BOOK 2112 PAGE 259

BOOK 2120 PAGE 131

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Filed To
Wans, Mullen
10-31-90

DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
APPLICABLE TO ALL PROPERTY IN STONEY GLEN WEST

WHEREAS, STONEY GLEN WEST ASSOCIATES LIMITED PARTNERSHIP, a Virginia limited partnership ("Developer"), is the owner of certain lands located within a community known as "Stoney Glen West" in Chesterfield County, Virginia.

WHEREAS, the Developer wishes to declare certain restrictive covenants affecting certain lands in Stoney Glen West.

NOW, THEREFORE, the Developer does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the lands described in Exhibit "A" attached hereto and such additions thereto as may hereinafter be made pursuant to paragraph 4.4 of Part IV hereof. The Developer reserves in each instance the right to add additional restrictive covenants in respect to lands to be conveyed in the future within the Properties, or to limit therein the application of this Declaration.

DEFINITIONS

"Stoney Glen West" when used herein shall refer to the lands in Chesterfield County, Virginia, which are shown as a part of Stoney Glen West on the Developer's Master Plan as revised from time to time.

Whenever used herein, the term "Developer" or "the Developer" shall refer to Stoney Glen Associates Limited Partnership, a Virginia limited partnership, its successors and assigns, and any agent or agents appointed by Stoney Glen West Associates Limited Partnership, its successors and assigns, to act on its behalf for the purpose of administering or enforcing, in whole or in part, the rights reserved unto the Developer in this Declaration.

Whenever used herein, the term "Association" shall refer to Stoney Glen West Association, Inc., a Virginia non-profit, non-stock corporation, its successors and assigns, and any other community or owners association within Stoney Glen West organized or to be organized, by the Developer or by others with the consent of the Developer.

The terms "Property" and "Properties" when used herein shall refer to any tract of land or subdivision thereof in Stoney Glen West which has been subjected to the provisions of this Declaration or any Supplemental Declaration under the provisions

of paragraph 4.4 of Part IV hereof, as may be referenced in deeds issued by the Developer or any third party with the consent of the Developer, including, without limitation, all that tract or parcel of land, situate, lying and being in Chesterfield County, Virginia, which is more particularly described in Exhibit "A" attached hereto and by specific reference made a part hereof.

The terms "Property Owner", "Owner of Property", and "Owner" when used in this Declaration shall mean and refer to all owners of an interest in real property in Stoney Glen West which has been subjected to the provisions of this Declaration.

The term "Master Plan" when used in this Declaration shall mean and refer to the drawing which represents the conceptual plan for the future development of Stoney Glen West. Since the concept of the future development of Stoney Glen West is subject to continuing revision and change by the Developer, present and future references to the "Master Plan" shall be references to the latest revision thereof.

The term "Open Space" or "Open Space Areas" when used in this Declaration shall mean and refer to all those parcels and tracts of land within the Properties designated on the Master Plan or on recorded plats as "Open Space".

The covenants and restrictions below will be referred to as the General Property Covenants of July ___, 1990, will be recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, ("Clerk's Office") and may be incorporated by reference in deeds to real property issued by the Developer by reference to the book and page of recording in the land records of said Clerk's Office.

PART I
COVENANTS, RESTRICTIONS AND AFFIRMATIVE
OBLIGATIONS APPLICABLE TO ALL
PROPERTIES IN STONEY GLEN WEST

The primary purpose of these covenants, restrictions and affirmative obligations ("Covenants") and the foremost consideration in the origin of same has been the creation of a community which is aesthetically pleasing and functionally convenient. The establishment of certain objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of Property and of technological advances and environmental values. For this reason such standards are not established by these Covenants. However,

in order to implement the purposes of these Covenants, the Developer may establish and amend from time to time objective standards and guidelines, including, but not limited to, Building Guidelines, Uniform Sign Regulations, Uniform Mailbox Regulations, and Landscape Guidelines as such terms are defined hereinafter, which shall be in addition to and more restrictive than these Covenants, and which shall be binding on all Property Owners within Stoney Glen West.

1.1. Building Approvals. No building, fence, or other structure shall be erected, placed, or altered, nor shall a building permit for such improvement be applied for on any Property in Stoney Glen West until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives, and parking areas), and construction schedule shall have been approved by the Developer. In addition, the Developer may, at its election, require prior written approval of a landscape plan. The Developer further reserves the right to promulgate and amend from time to time architectural standards and construction specifications (hereinafter referred to as the "Building Guidelines") for specific neighborhoods and areas or for all Properties within Stoney Glen West, and such Building Guidelines shall establish, define, and expressly limit those standards and specifications which will be approved in said neighborhoods and areas or within the Properties, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, fencing material, landscape design, and construction technique. No alteration in the exterior appearance of any building, fence or structure, including exterior color or finish, shall be made without like prior approval by the Developer. One (1) copy of all plans and related data shall be furnished to the Developer for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the Developer of written demand for approval, the provisions of this paragraph shall be thereby waived.

(b) In order to assure that buildings, fences and other structures will be located and staggered so that the maximum view, privacy, sunlight, and breeze will be available to each building or structure within the confines of each Property, and to assure that structures will be located with regard to the topography of each Property, taking into consideration the location of large trees and other aesthetic and environmental considerations, the Developer reserves the right to approve the precise site and location of any building, fence or structure on any Property in Stoney Glen West. Such location shall be

determined only after reasonable opportunity is afforded the Property Owner to recommend a specific site. The provisions of this paragraph shall in no way be construed as a guarantee that the view, privacy, sunlight, or breeze available to a building or structure on a given Property shall not be affected by the location of a building or structure on an adjacent Property.

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

1.3. Landscape Guidelines. The Developer reserves the right to promulgate and amend from time to time landscape guidelines (the "Landscape Guidelines") which shall establish approved standards, methods, and procedures for landscape management on specific Properties in Stoney Glen West, and such authorized standards, methods, and procedures may be utilized by the Owners of such specified Properties without prior written approval by the Developer; provided, however, the provisions of this paragraph 1.3 shall in no way constitute a waiver of the requirement to receive prior written approval for the removal of specified trees pursuant to paragraph 3 above.

1.4. Signs. Except as may be required by legal proceedings, no sign shall be erected or maintained on any Property by anyone, including, but not limited to, a Property Owner, a tenant, a realtor, a contractor, or a subcontractor, until the proposed sign size, color and content and the number and location of sign(s) shall have been approved by the Developer. The Developer further reserves the right to promulgate and amend from time to time uniform sign regulations (the "Uniform Sign Regulations") which shall establish standard design criteria for all signs, including, but not limited to, real estate sales signs, erected upon any Property in Stoney Glen West.

1.5. Mailboxes. No mailbox shall be erected or maintained on any Property until the proposed mailbox design, color, and location have been approved by the Developer. No alteration in the exterior appearance of any mailbox shall be made without like prior written approval by the Developer. The Developer further reserves the right to establish uniform mailbox regulations (the "Uniform Mailbox Regulations") which shall define standard design criteria for all mailboxes erected upon any Property in Stoney Glen West.

1.6. Maintenance. It shall be the responsibility of each Property Owner, tenant, contractor, or subcontractor to prevent the development of any unclean, unsightly, unkempt, unhealthy, or unsafe conditions of buildings or grounds on any Property which shall tend to substantially decrease the beauty or safety of Stoney Glen West, the neighborhood as a whole, or the specific area.

1.7. Parking. Each Property Owner shall provide space for the parking of automobiles off public streets prior to the occupancy of any building or structure constructed on said Property, in accordance with reasonable standards established by the Developer.

1.8. Sewage Disposal. Prior to the occupancy of a building or structure on any Property, proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains of the Chesterfield County public sewer system or other means of sewage disposal if other means are approved by Chesterfield County and the Developer for use in Stoney Glen West.

1.9. Public Water. Prior to the occupancy of a building or structure on any Property, proper and suitable provisions for water shall be made by connection with the water lines of the Chesterfield County public water system or any other water system approved by Chesterfield County and the Developer for use in Stoney Glen West.

1.10. Utility Easements. The Developer hereby reserves a perpetual, alienable, and releaseable easement and right on, over, and under the Properties to erect, maintain, and use electric, Community Antenna Television ("C.A.T.V."), and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, C.A.T.V., gas, sewer, water, drainage, or other public conveniences or utilities on, in, or over those portions of such Property as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such Property as may (a) have been used prior to the installation of such utilities for construction or a building whose plans were approved pursuant to these Covenants by the Developer, or (b) be designated as the site for a building on a plot plan for erection of a building which has been approved in writing by said Developer. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or take any other similar action reasonably

necessary to provide economical and safe utility installation and maintain reasonable standards of health, safety, and appearance. The Developer further reserves the right to locate wells, pumping stations, siltation basins, and tanks within Stoney Glen West in any Open Space or on any Property designated for such use on the applicable plat of said Property, or to locate same upon any Property with the permission of the Owner of such Property.

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

(a) The provisions of this paragraph shall not prohibit the Developer from installing or approving the installation of equipment necessary for a master antenna system, C.A.T.V., mobile radio systems, or other similar systems within the Properties, pursuant to the provisions of paragraph 11 above;

(b) Should C.A.T.V. services be unavailable and good television reception not be otherwise available, a Property Owner may make written application to the Developer for permission to install a television antenna, stating the proposed antenna's size, height, color, location and design, and such permission shall not be unreasonably withheld; and

(c) No satellite dish antenna shall be installed upon any Property or attached to the exterior portion of any building or structure on any Property.

1.12. Fences. No chain link fence shall be erected or maintained on any Property.

1.13. Dog Pens. No dog pen shall be erected or maintained on any Property until the proposed dog pen design, color, fencing material, size, and location have been approved in writing by the Developer. No alteration in the exterior appearance of any dog pen shall be made without like prior written approval by the Developer.

PART II
ADDITIONAL RESTRICTIONS AFFECTING
RESIDENTIAL LOTS

2.1. Definition. "Residential Lots" or "Lots" as used in this Part II shall mean and refer to all those parcels or tracts of land within the Properties intended for subdivision or subdivided into Properties or lots intended for the construction

of a detached house or single family dwelling unit (hereinafter referred to as a "dwelling unit").

2.2. Minimum Size. Plans required under paragraph 1.1 of Part I of these Covenants will not be approved unless the proposed dwelling unit or any other structures will have the minimum square footage of enclosed dwelling space specified in the pertinent sales contract and deed. The term "enclosed dwelling space" shall not include garages, terraces, decks, open porches, screened porches, and similar areas.

2.3. Other Restrictions.

(a) All Residential Lots shall be used for residential purposes, recreational purposes incidental thereto, and for customary accessory uses. The use of a portion of a dwelling unit on a Residential Lot as an office by the Owner or tenant thereof shall be considered a residential use if such use does not create undue customer or client traffic, as determined by the Developer, to and from the unit or the Property.

(b) No structure, except as hereinafter provided, shall be erected, altered, placed, or permitted to remain on any Residential Lot other than one (1) detached single family dwelling and one (1) small lone-step, accessory building which may include a detached private garage, provided the use of such accessory building does not overcrowd the Property, as determined by the Developer, and provided, further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

(c) A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building on any Residential Lot, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such suite would not result in over-crowding the Property, as determined by the Developer.

(d) The provisions of this paragraph 2.3 shall not prohibit the Developer from using any dwelling units or accessory buildings as models. In addition, the Developer may grant permission to any builder to use any specific dwelling unit or accessory building as a model; selection of the particular dwelling unit or accessory building and any rules or regulations governing the use of such dwelling unit or accessory building as a model shall be determined by the Developer.

2.4. Completion of Construction.

(a) The exterior of each dwelling unit and all other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. Dwelling units and other structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction, the Owner of each Residential Lot shall require his contractor to maintain the Lot in a reasonably clean and uncluttered condition, pursuant to the provisions of paragraph 1.6 of these Covenants.

(b) The failure to complete the exterior of any dwelling unit or any other structure within the time limit set forth in paragraph 2.4(a) above shall constitute a violation and breach of these Covenants. The Developer hereby reserves a perpetual, alienable, and releasable easement and right on, over, and under all Residential Lots for the purpose of taking any action necessary to effect compliance with paragraph 4(a) above, including, but not limited to, the right to enter upon any Property for the purpose of completing the exterior of such dwelling unit or any other structure which is in violation of paragraph 2.4(a).

2.5. Garbage.

(a) Each Residential Lot Owner shall provide a screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent Properties. Pursuant to the provisions of paragraph 1.1, plans for such screened area delineating the size, design, specifications, exterior color or finish, and location must be approved by the Developer prior to construction. No alteration in the exterior appearance of any screened area shall be made without like prior written approval by the Developer. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground, and such underground garbage receptacles and fuel tanks and their location must likewise be approved by the Developer prior to construction.

(b) There shall be no curbside garbage pickup permitted without the prior written permission of the Developer.

Garbage pickup shall only take place at the garbage receptacle location approved by the Developer in paragraph 2.5(a) above.

(c) The Developer reserves the right to approve the selection of waste management vendor(s) authorized to provide garbage pickup within the Properties.

2.6. Mobile Homes, Boat Trailers, Outbuildings, Etc. No mobile home, trailer, barn, or other similar out building or structure shall be placed on any Residential Lot at any time, either temporarily or permanently. Except as provided below, boats, boat trailers, campers, recreational vehicles, oversized vehicles, or utility trailers may be maintained on a Residential Lot, but only within an enclosed or screened area such that they are not generally visible from the road or adjacent Properties. Pursuant to the provisions of paragraph 1.1, plans for such enclosed or screened area delineating the size, design, specifications, exterior color or finish, and location must be approved by the Developer prior to construction. No alteration in the exterior appearance of any enclosed or screened area shall be made without like prior written approval by the Developer. A small boat, boat trailer, or boat on a boat trailer may be placed in the rear yard of a Residential Lot without being enclosed by a screened area if such boat, boat trailer, or boat on a boat trailer does not exceed an overall height of four (4') feet above ground level.

2.7. Temporary Structures. No structure of a temporary character other than shelters or temporary structures used by the contractor during construction of the main dwelling unit shall be placed upon any Residential Lot at any time. Temporary shelters or structures permitted during construction may not, at any time, be used as residences or permitted to remain on the Property after completion of construction. The design and color of structures temporarily placed on a Residential Lot by a contractor shall be subject to reasonable aesthetic control by the Developer.

2.8. Utility Easements. The utility and drainage easement reserved by the Developer in paragraph 1.10 of these Covenants shall be located along any two (2) of the boundary lines of each Residential Lot.

2.9. Subdivision of Lots. No Residential Lot shall be subdivided or its boundary lines changed, nor shall application for same be made to Chesterfield County, except with the prior written consent of the Developer. However, the Developer hereby expressly reserves the right to replat any Residential Lot(s)

owned by it and shown on the plat of any subdivision within the Properties in order to create a modified building Lot or Lots, and to take such other steps as are reasonably necessary to make such replatted Lot(s) suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, roads, bike trails, bridges, parks, recreational and community facilities, and other amenities to conform to the new boundaries of said replatted Lot(s), provided that no Lot originally shown on a recorded plat is reduced to a size more than ten (10%) per cent smaller than the smallest Lot shown on the first plat of the subdivision section recorded in the public records. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of these Covenants.

PART III
ADDITIONAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

3.1. Maintenance of Open Space Areas. It is the intent of the Developer to maintain and enhance (or to convey subject to open space restrictions to the Association) certain Open Space Areas. The Developer reserves the right to review and modify the Master Plan at its sole option from time to time based upon its continuing research and design program, and such modifications may change the boundaries of certain Open Space Areas designated as such upon the Master Plan. The Developer further reserves the right to transfer, sell, convey, give, donate, or lease to the Association or to any other third party any Open Space Area.

3.2. Easements. An easement in Open Space Areas is hereby granted to the Owners of Properties in Stoney Glen West, tenants of such Properties, and their guests, which easement shall entitle such Owners, tenants, and their guests, to enjoy the Open Space Areas subject to the rules and regulations established by the Developer. The granting of such easement in no way grants to the public or to the owners of any land outside the Properties in Stoney Glen West the right to enter any Open Space Area without the prior written permission of the Developer.

3.3. Improvements. The Developer hereby reserves the right to enter upon any Open Space Area for the purpose of constructing, landscaping, maintaining, and operating any community facilities, including, but not limited to, parks, playgrounds, gazebos, picnic shelters, picnic tables, walking trails, bike trails, and, subject to limitations imposed by governmental authorities, scenic roadsides and neighborhood

entrance areas. The Developer further reserves the right to authorize the construction, landscaping, maintenance, or operation of such facilities within Open Space Areas by the Association or any other third party.

3.4. Trash and Garbage. No trash, garbage, sewage, sawdust, or any unsightly or offensive material shall be placed upon any Open Space Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as an Open Space Area.

3.5. Reservation of Easement. The Developer hereby reserves every reasonable use and enjoyment of said Open Space Areas, in a manner not inconsistent with the provisions of this Declaration.

3.6. Conveyance of Open Space Area. The Developer hereby reserves the right to convey Open Space Areas to the Association. Such conveyance shall be made subject to the provisions of this Part III, all other restrictions and limitations of record, and any other restrictions or limitations which the Developer, in its sole and uncontrolled discretion, shall elect to impose. As an appurtenance to such conveyances, the Association shall have all of the powers, immunities, and privileges reserved unto the Developer in this Part III as well as all of the Developer's obligations with respect thereto, provided, however, that so long as the Developer is the Owner of Property subject to the provisions of this Declaration, the Developer, in addition to and jointly with the Association, shall retain all rights of easement and entry granted for the purposes of correcting, repairing, enhancing, improving, cleaning, preserving, clearing out, removing, or taking any action to prevent a violation of these Covenants. Property conveyed to the Association pursuant to the authority of this paragraph 3.6 shall become "Common Properties" as prescribed by the Declaration of Covenants and Restrictions of the Stoney Glen West Association, a Virginia General Partnership ("Declaration"), which is being recorded in the Clerk's Office contemporaneously herewith.

PART IV
ADDITIONS, LIMITATIONS; DURATION AND
VIOLATION OF COVENANTS

4.1. Term. (a) All Covenants set forth in this Declaration and any amendments thereto shall run with the land and shall be binding on all parties and persons claiming under them, specifically including, but not limited to, the successors and assigns, if any, of the Developer for a period of thirty (30)

years from the date of this Declaration. Upon the expiration of said thirty (30) year period all said Covenants shall be automatically extended for successive periods of ten (10) years. The number of ten (10) year extension periods hereunder shall be unlimited, provided, however, that there shall be no extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year extension period, fifty-one (51%) percent or more of the total votes (as determined in subparagraph 4.1(c) hereinafter) entitled to be cast by all Owners of all Properties subject to the provisions of this Declaration vote in favor of terminating this Declaration at the end of its then current term at a Duly Called Meeting (as hereinafter defined) of the Owners of the Properties. The presence at said meeting of Owners or ballots entitled to cast sixty (60) percent of the total vote of all the Owners of all the Properties shall constitute a quorum. In the event that the Owners of the Properties vote to terminate this Declaration, the Developer shall execute a certificate which shall set forth the Resolution of Termination adopted by the Owners, the date of the meeting of the Owners at which such Resolution was adopted, the date that notice of such meeting was given, the total number of votes of all Owners of all the Properties, the total number of votes required to constitute a quorum at said meeting, the total number of votes present at said meeting, the total number of votes necessary to adopt a Resolution terminating this Declaration, the total number of votes cast in favor of such Resolution, and the total number of votes cast against such Resolution. Such certificate shall be recorded in the Clerk's Office and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

(b) A "Duly Called Meeting" shall mean and refer to any open meeting of the Owners of the Properties (or a portion of said Owners) called by the Developer for said purposes, subject to the giving of proper notice and the quorum requirements established in subparagraph 4.1(a) and in paragraph 4.2 herein. "Proper notice" shall be deemed to be given when delivered personally or sent by mail to each such Owner not less than thirty (30) days in advance of said meeting. There shall be sent with such notice a statement of certain motions to be introduced for vote of the Owners and a ballot on which each Owner may vote for or against each motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements for said meeting, provided, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

(c) The votes to which each Owner of Property subject to this Declaration shall be entitled shall be determined as follows:

- (i) The Owner of any Property which is also subject to the provisions of the Joint Declaration shall be entitled to as many votes as equals the total number of votes to which he is entitled as a Type "A" Member of the Association as defined and determined in said Declaration.
- (ii) The Owner of any Property which is not subject to said Declaration shall be entitled to as many votes as equals the total number of votes to which he would be entitled as a Type "A" Member of the Association if his Property were to be subjected to said Declaration.

4.2. Amendment. All proposed amendments to this Declaration shall be submitted to a vote of the Owners of Properties substantially affected by a change in Covenants at a Duly Called Meeting of said Owners. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those Properties shown on (a) the plats showing the Properties to be modified in permitted use by the change, and (b) the plats which subdivided the Property immediately abutting the Property shown on plats identified in recorded in the Clerk's Office. Any such amendment shall be deemed approved if two-thirds (2/3) of the votes (as determined in subparagraph 4.1(c) hereinabove) cast at such meeting vote in favor of such amendment. The presence at said meeting of Owners or ballots entitled to cast sixty (60%) percent of the total vote of all the Owners of Property substantially affected by a change in Covenants shall constitute a quorum. If the required quorum is not present at said meeting, the Developer may, in its sole and uncontrolled discretion, call another meeting or meetings subject to the giving of proper notice, and the required quorum at such subsequent meeting or meetings shall be one-half (1/2) of the required quorum at the preceding meeting. If any proposed amendment to this Declaration is approved by the Owners as set forth above, the Developer shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Owners at which such amendment was adopted), the date of the meeting of the Owners at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Owners of Properties substantially affected by such amendment, the total number of votes required to constitute a quorum at a meeting of

said owners, the total number of votes of said Owners present at said meeting, the total number of votes necessary to adopt such amendment, the total number of votes cast in favor of such amendment, and the total number of votes cast against such amendment. Such Addendum shall be recorded in the Clerk's Office.

4.3. Additional Covenants. The Developer hereby reserves the right to add additional restrictive covenants in respect to lands within the Properties to be conveyed in the future by the Developer to the Association or to any other third party, or to limit therein the application of these Covenants. The right to add additional restrictions or to limit the application of these Covenants shall be reasonably exercised.

4.4. Additions. (a) The Developer hereby reserves the right to bring within the plan and operation of this Declaration any other property acquired by the Developer which is adjacent to or near the Properties. Such property may be subjected to this Declaration as one parcel or as several smaller parcels simultaneously or at different times. The additions authorized herein shall be made by recording a Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions with respect to the additional property which shall extend the operation and effect of the Covenants to such additional property. Such Supplementary Declaration may contain such complementary additions and/or modifications of the Covenants as may be necessary or convenient, in the determination of the Developer, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration, but such modifications shall have no effect upon the Property described in Exhibit "A" or upon any other prior additions to the Properties.

(b) Upon the prior written approval of the Developer, the owner of any property who desires to bring such property within the plan and operation of this Declaration and to subject it to the jurisdiction of the Developer shall record a Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions with respect to the additional property which shall extend the operation and effect of the Covenants to such additional property. Such Supplementary Declaration may contain such complementary additions and/or modifications as may be necessary or convenient, in the determination of the Developer, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration, but such

modifications shall have no effect upon the Properties described in Exhibit "A" or upon any other additions to the Properties.

4.5. Enforcement. In the event of a violation or breach of any of the Covenants by any Owner, tenant of such Owner, or agent of such Owner, the Owners of Properties in the neighborhood or in Stoney Glen West, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Developer and/or the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event.

4.6. Other Remedies. In addition to the foregoing, the Developer shall have the right, whenever there shall have been placed or constructed on any Property in Stoney Glen West any building, structure, object, material, or condition which is in violation of these restrictions, to enter upon such Property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the Owner, tenant, or agent of the Owner; provided, however, that if the Developer in its reasonable discretion determines that immediate corrective action is required, and such action is not performed immediately by the owner, tenant, or agent of the Owner, the Developer or its agent shall have the right to enter immediately and summarily abate or remove such violation at the expense of the Owner. Any such entry and abatement or removal shall not be deemed a trespass.

4.7. No Trespass. Whenever the Developer or its agent is permitted by this Declaration to correct, repair, enhance, improve, clean, preserve, clear out, remove, or take any action on any Property or on the easement areas adjacent thereto, entering the Property and taking such action shall not be deemed a trespass.

4.8. No Waiver. The failure to enforce any Covenant, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

4.9. Costs; Lien.

(a) Costs. Whenever the Developer is permitted by this Declaration to correct, repair, enhance, improve, clean, preserve, clear out, remove, or take any action on any Property or on the easement areas adjacent thereto and entitled to have

such cost paid by the Owner of the Property on or adjacent to which such corrective action is performed, the cost together with interest thereon at the maximum annual rate permitted by law from the due date and costs of collection therefor including a reasonable attorney's fee, shall be a charge and continuing lien on the real Property and improvements thereon against which such cost is charged, in the hands of the then Owner, his heirs, devisees, personal representatives, tenants, and assigns, and in addition shall also be the personal obligation of the Owner of such real Property at the time when such cost becomes due and payable. The cost of corrective action shall be billed at the completion of such corrective action, and all bills shall be due and payable thirty (30) days from the date of mailing of same.

(b) Judgment. If the cost of corrective action billed to an Owner is not paid within thirty (30) days after the due date, the Developer may bring an action at law against the Owner personally to recover such cost, plus the costs of preparing the filing of the complaint in such action and a reasonable attorney's fee; in the event a judgement is obtained, such judgement shall include interest on the cost as above provided and a reasonable attorney's fee together with the costs of the action.

(c) Subordination of Lien. The lien provided for herein shall be subordinate to the lien of any first deed of trust now or hereafter placed upon any Property subject to these Covenants. In the event a creditor (other than the Developer or the creditor of the Developer) acquires title to any Property pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, said creditor shall be subject to such lien placed upon such Property during the time in which the creditor holds title to such Property.

4.10. Assignment of Rights.

(a) The Developer hereby reserves the right to assign in whole or in part to the Association its rights under these Covenants to grant consents and approvals or make determinations (or to withhold such consents or disapprovals), to establish rules and regulations, to administer and enforce the provisions of this Declaration, and all other rights reserved herein by the Developer. The assignment of such rights shall be subject to any conditions, limitations, or restrictions which the Developer, in its sole and uncontrolled discretion, may elect to impose at the time of assignment. Following the assignment of such rights, the Association shall assume all of the Developer's obligations which are incident thereto (if any), and the

Developer shall have no further obligation or liability with respect thereto. The assignment of such right or rights by the Developer to the Association shall be made by written instrument which shall be recorded in the Clerk's Office.

(b) Notwithstanding anything in the foregoing to the contrary, so long as the Developer is the Owner of Property subject to the Provisions of this Declaration, the Developer, in addition to and jointly with the Association, shall retain all rights of easement reserved unto it in this Declaration, and shall, furthermore, retain all rights of entry granted in this Declaration for the purposes of correcting, repairing, enhancing, improving, cleaning, preserving, clearing out, removing, or taking any action to prevent a violation of these Covenants.

4.11. Appointment of Agent. The Developer hereby reserves the right to appoint the Association its agent for the purpose of administering and enforcing, in whole or in part, these Covenants and exercising the Developer's rights hereunder. Such appointment may be temporary or permanent, and shall be subject to any conditions, limitations, or restrictions which the Developer, in its sole and uncontrolled discretion, may elect to impose. Upon any such appointment of the Association as agent by the Developer, the Association shall assume any obligations which are incident thereto.

4.12. Declaration. The Declaration is being recorded contemporaneously herewith in the Clerk's Office. Properties described in Exhibit "A" and Owners of Properties described in Exhibit "A" shall also be subject to the provisions of the Declaration. Additional Properties brought within the plan and operation of this Declaration pursuant to paragraph 4.4 hereinabove, and Owners of such additional Properties, may become subject to the provisions of the Declaration, pursuant to the rules and regulations stipulated in Article II of the Declaration.

4.13. Conformance With Zoning and Master Plan. Notwithstanding anything contained herein to the contrary, all the provisions of these Covenants shall be subject to and conform with the provisions of (i) the Zoning Ordinance of the County of Chesterfield, Virginia, and the rules and regulations promulgated thereunder, as may from time to time hereafter be amended or modified, and (ii) the Master Plan for the development of Stoney Glen West as approved by the Board of Supervisors of the County of Chesterfield, Virginia, as may from time to time hereafter be amended or modified.

4.14. No Liability. The Developer shall not be liable to any Owner or to any other person on account of any claim, liability, damage, or expense suffered, incurred by, or threatened against any Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents, required approvals or determinations which must be obtained from the Developer or from the County of Chesterfield, Virginia, whether given, granted, or withheld.

4.15. Consents. Whenever any consent, approval or the right to make any determination is required of or reserved for the Developer pursuant to this Declaration, unless expressly stated to the contrary, such consent, approval or determination may be given, withheld or made by the Developer upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Developer shall seem sufficient. In the event a written request for any such consent, approval or determination (accompanied, where appropriate, by all documents required to be delivered to the Developer in connection therewith) is neither granted nor denied within thirty (30) days following the date of receipt by the Developer of the request, the Developer shall be deemed to have waived the requirement for its consent or approval or waived its right to make a determination.

4.16. No Obligation. The provisions of paragraphs 1.6, 1.10, 2.4(b), 3.3, 3.6 and 4.9 of this Declaration shall not be construed to create any obligation on the part of the Developer to take any action in connection with the matters set forth in such paragraphs.

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

BOOK 2120 PAGE 149

BOOK 2112 PAGE 277

Dated this 7th day of August, 1990.

STONEY GLEN WEST ASSOCIATE, LIMITED
PARTNERSHIP, a Virginia limited
partnership

By: *Robert E. Fitzgerald IV*
Managing General Partner

STATE OF VIRGINIA,
City OF Richmond:

I, the undersigned, a notary public in and for the jurisdiction aforesaid, do hereby certify that Robert E. Fitzgerald IV whose name as Managing General Partner of Stoney Glen West Associates Limited Partnership, is signed to the foregoing instrument bearing date of August 7, 1990 having acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 7th day of August,
1990.

W. Jansen
Notary Public, State of Virginia

My Commission Expires: July 29, 1991

BOOK 2120 PAGE 150

BOOK 2112 PAGE 278

Heritage Savings Bank F.S.B. executes this Declaration solely to authorize the Trustees or either of them to execute this Declaration in order to subordinate the lien of that certain Deed of Trust dated June 9, 1989 and recorded June 12, 1989 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Deed Book 2024, at Page 1133 to this Declaration. By executing this Declaration, A. P. Renaldi, as the Sole Acting Trustee, hereby subordinates the lien of the Deed of Trust to this Declaration and the easements established hereby.

HERITAGE SAVINGS BANK, F.S.B.

By: A.P. Renaldi
Its: Ex. V.P.

Sole Acting Trustee

A.P. Renaldi
A. P. Renaldi

COMMONWEALTH OF VIRGINIA
~~CITY~~/COUNTY OF HENRICO, to-wit:

I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that the foregoing document was acknowledged before me by A. P. Renaldi, Sole Acting Trustee, this 7th day of AUGUST, 1990, in the ~~City~~/County of HENRICO, Virginia.

My commission expires: 9-18-93.

Elizabeth W. Eckley

VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT
COURT OF CHESTERFIELD COUNTY, THE 14 DAY
OF SEP 1990, THIS DEED WAS PRESENTED
AND WITH THE CERTIFICATE...., ADMITTED TO
RECORD AT 8:33 O'CLOCK. THE TAX IMPOSED
BY SECTION 58.1-802 IN THE AMOUNT OF
\$.00 HAS BEEN PAID.

TESTE: RONALD P. LIVINGSTON, CLERK

EXHIBIT A

DESCRIPTION OF THE REAL PROPERTY

ALL that certain tract or parcel of land lying and being in Matoaca District, Chesterfield County, Virginia, as more particularly shown and described on that certain plat entitled "Plat of 166.049 Acres of Land Situated on Happy Hill Road - State Route #619 and Branders Bridge Road - State Route #625", dated December 19, 1988, and revised December 27, 1988, prepared by Charles C. Townes & Associates, P.C., a copy of which is recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Plat Book 65, Page 3, to which plat reference is hereby made for a more particular description.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 30 DAY OF OCT 1990, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE...., ADMITTED TO RECORD AT 12:26 O'CLOCK, THE TAX IMPOSED BY SECTION 58.1-882 IN THE AMOUNT OF \$.80 HAS BEEN PAID.

TESTE: RONALD P. LIVINGSTON, CLERK