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Reed's Landing Community Association, Inc.

Amended and Restated Architectural Requirements and Review Rules

Table of Contents

PART 1 – GENERAL REQUIREMENTS	2
Review Process	3
Appeals Process	3
Completion of Project	4
Noncompliance	4
Effective Date.....	4
PART 2 – SPECIFIC REQUIREMENTS	5
Additions to Existing Structures and Accessory Buildings.....	5
Birdhouses.....	5
Columns or Gates.....	5
Decks	5
Exterior Color Changes.....	5
Exterior Lighting.....	5
Fences	6
Flagpoles and Flags	6
Fountains.....	6
Gardens	7
Hot Tubs, Whirlpools and Spas	7
Landscaping and Lawns	7
Mailboxes	7
Pavements for Driveways and Walkways	7
Play Equipment and Structures.....	8
Roofing	8
Signs.....	8
Solar Collectors and Wind Turbines.....	8
Storage Tanks	9
Swimming Pools, Ponds, Reflecting Pools, Fish Ponds.....	9
Television Antenna/Satellite Dish	9
Tennis Courts	9
Tree Removal.....	9
Woodpiles.....	10
Gutters.....	10
Air Conditioning Units	10
Clotheslines	10

**Amended and Restated Architectural Requirements and Review Rules
of
Reed's Landing Community Association, Inc.**

WHEREAS, the Board of Directors of Reed's Landing Community Association, Inc. (the "Board") has authority to approve, adopt and amend Architectural Requirements and Review Rules pursuant to (A) Article VI, Section 5, and Article VII of the Addendum Amending and Restating the Declaration of Covenants and Restrictions of the Reed's Landing Community Association, Inc. dated January 7, 1997 and recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield on January 17, 1997 in Deed Book 2989, page 137, which addendum amended and restated (i) the Declaration of Covenants and Restrictions of the Reed's Landing Community Association, Inc. dated October 1, 1981 and recorded in the Clerk's Office of the County of Chesterfield on November 23, 1981 in Deed Book 1569, page 1572, (ii) a Supplemental Declaration of Covenants and Restrictions which was recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield on February 8, 1989 in Deed Book 2001, page 1487, and (iii) a Supplemental Declaration of Covenants and Restrictions which was recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield on June 4, 1990 in Deed Book 2092 page 462 (collectively, the "Declaration"), and (B) a Supplemental Declaration of Rights, Restrictions, Affirmative Obligations and Conditions applicable to All Property in Reed's Landing dated October 10, 1996 and recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield on October 16, 1996 in Deed Book 2945, page 752, which Supplemental Declaration assigned certain rights under the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions applicable to All Property in Reed's Landing dated October 1, 1981 and recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield on November 23, 1981 in Deed Book 1569, page 1555;

WHEREAS, the Board approved and adopted Architectural Requirements and Review Rules (the "Rules") on May 14, 1997, with an effective date of May 20, 1997;

WHEREAS, the Rules were recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield on July 8, 1997 in Deed Book 3079, page 705;

WHEREAS, the Board voted to amend the Rules with an effective date of December 15, 2005 at a duly called meeting held on December 13, 2005 at which a quorum of Board members was present;

WHEREAS, the Amendment to the Rules was recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield on January 6, 2006 in Deed Book 6875, page 875; and

WHEREAS, the Board voted to amend and restate the Rules as hereinafter set forth at a duly called meeting held on November 30, 2011 at which a quorum of Board members was present.

NOW, THEREFORE, the Rules are amended and restated as follows:

These Rules apply to all property within Reed's Landing Subdivision, being all those tracts or parcels of land in Chesterfield County, Virginia, which are more particularly described on Exhibit A attached hereto. The architectural review requirements in these Rules apply to all Projects (as defined in paragraph 1.1 below) except the construction of new single family dwelling units on residential lots. The right of architectural review as to construction of new single family dwelling units on residential lots shall continue to be exercised by the Proprietors (as defined in the Declaration) unless and until they assign that right to Reed's Landing Community Association, Inc. (the "Association").

Reed's Landing is a community of unique character and beauty that is situated on rolling terrain among large mature trees. Key features of the community are its natural beauty and feeling of openness from property to property. These Architectural Review Rules seek to maintain these features by ensuring that manmade improvements to property are kept to a minimum. These Rules also seek to maintain and improve Owner's property values by ensuring that (i) Projects (as defined in paragraph 1.1 below) are harmonious and compatible with surrounding improvements and topography and are not undertaken without review and approval by the Reed's Landing Architectural Review Committee ("RLARC") and (ii) all Owners maintain their property in a well-kept manner.

1.0 PART 1 – GENERAL REQUIREMENTS

1.1 No building, wall, fence, fountain, swimming pool, or other structure shall be commenced, erected, or modified, nor shall any landscaping be done, nor shall any exterior addition to, or change or alteration of, any existing structure be made, nor shall a building permit for such improvement be applied for, on any property in Reed's Landing until the plans and specifications therefore showing the nature, kind, shape, height, exterior color or finish, materials and location of the same are submitted to and approved in writing as to the harmony and compatibility of its external design and location with the surrounding structures and topography, by RLARC. Any construction, alteration, addition, improvement, replacement, landscaping, painting, etc. described in the preceding sentence, or the proposed removal of any tree (6) inches or more in diameter, shall hereinafter be referred to as a "Project."

PLEASE NOTE THAT ANY PROPOSED PROJECT MAY REQUIRE A COUNTY BUILDING PERMIT OR OTHER REGULATORY APPROVAL IN ADDITION TO THE APPROVAL REQUIRED BY THESE RULES.

Review Process

1.2 Any Owner desiring to conduct a Project shall submit a written application that includes a written description of the Project, one (1) copy of all plans and related data, samples of materials and a projected schedule (the "Application") to RLARC prior to beginning the proposed Project. The Application form to be used may be downloaded from the Association's website at www.reedslanding.org or may be obtained by calling the Association's property manager listed on the website. Applications shall be mailed to RLARC at the address for RLARC that is listed on the Association's website.

All design elements intended to be incorporated in the Project must be clearly represented on the documents submitted with the Application. Samples of material and colors are also required. RLARC reserves the right to request additional information from the Owner, including additional detail on drawings. No Project may be begun without approval by RLARC or, upon appeal, the Board of Directors of the Association. Projects begun and/or completed without approval may subject the Owner to charges imposed by the Association for a violation of these Rules and/or other relief sought by the Association.

1.3 In reviewing the Application, RLARC shall consider such things as aesthetic appearance of the Project, harmony and compatibility of the Project with surrounding improvements and topography, and conformance with these Rules. Approval or disapproval of any Application may be based upon any of these criteria. RLARC may disapprove a Request based on one or both of the first two criteria listed even if the Project otherwise conforms to these Rules.

1.4 Upon receipt of a fully-completed Application, RLARC shall have twenty-one (21) calendar days to review the Application and either approve or disapprove it. RLARC may request an on-site visit, which the Owner shall allow. RLARC shall notify the Owner in writing that the Application has been approved or disapproved by either delivering the decision to the Owner by hand or by mailing the same by certified mail, return receipt requested. If RLARC disapproves an Application but is willing to approve it if certain changes to the proposed Project are made, then RLARC shall notify the Owner in the written notice of disapproval of the changes that, if made, would result in approval of the Application. If the Owner makes the changes and resubmits the Application, RLARC shall then have ten (10) calendar days from the date of resubmission to review the Application and approve or disapprove it. RLARC shall notify the Owner in writing that the re-submitted Application has been approved or disapproved by either delivering the decision to the Owner by hand or by mailing the same by certified mail, return receipt requested.

Appeals Process

1.5 An Owner may appeal the written decision of RLARC by delivering a written notice to the President of Reed's Land Community Association, Inc. within ten (10) calendar days of the date RLARC's decision is delivered to the Owner. The notice shall

be hand-delivered or mailed to the President at the address listed for the President on the Association's website at www.reedslanding.org.

If no notice is delivered, the decision of RLARC shall be final. If such a notice is delivered, the Board of Directors shall have thirty (30) calendar days to review the decision of RLARC and either affirm or reverse it. In reaching its decision, the Board shall use the criteria set forth in paragraph 1.3 of these Rules. The Board may, at its option, (i) affirm or reverse RLARC's decision and may impose conditions that the Owner must accept for the Application to be approved, or (ii) for good cause shown, grant a variance from these Rules that allows the Project to proceed. Notwithstanding the foregoing, a variance shall be granted only in circumstances where compliance with these Rules is not technically feasible or is cost-prohibitive when compared to other alternatives acceptable to the Board, or where the Board finds that the goals of these Rules can be achieved without requiring compliance under the particular circumstances presented. The Board shall deliver its decision to the Owner by hand or by mailing the same by certified mail, return receipt requested. The Board's decision shall be final.

Completion of Project

1.6 All Projects shall be completed within six (6) months of the date of approval. If additional time is needed because of weather delays, material shortage, the size of the Project or some other reason, the Owner may submit a request for the same to RLARC at the address set forth in paragraph 1.2 above prior to the expiration of the six (6) month period. RLARC's consent to a reasonable extension of time shall not be unreasonably withheld. The Owner shall notify RLARC in writing within ten (10) calendar days after the Project is completed and shall allow RLARC to inspect the Project to ensure it conforms to the Application as approved.

Noncompliance

1.7 Failure to comply with these Rules may result in the imposition of civil charges by the Association of up to \$50 per violation, up to \$10 per day per violation for continuing violations, or any greater amounts provided by law. See Declaration at Article VIII, Section 4. Additionally, a violator may be compelled by the Association to remove the Project and/or reverse any change(s) made. The Association reserves the right to seek any and all relief allowed by law against a violator, including but not limited to specific performance and the recovery of its attorney's fees and costs in bringing any action to enforce these Rules.

Effective Date

1.8 The amendments to these Rules are effective on December 15, 2011, and these Amended and Restated Rules shall apply to all Applications submitted on or after that date. Projects for which an Application was submitted prior to December 15, 2011 shall be governed by the Rules as they existed prior to these amendments.

2.0 PART 2 - SPECIFIC REQUIREMENTS

2.1 Additions to Existing Structures and Accessory Buildings:

Building additions include, but are not limited to, rooms, garages, greenhouses, porches, deck enclosures. The architectural style of additions to existing structures or of accessory buildings shall generally match the style of the house, but shall be proportionately smaller so they will not overpower the house. Roof styles and slopes shall be similar, i.e., gable roof shed with gable roof house, etc., and architectural elements such as dormer and rake boards, soffits, eaves, window and door trim, and shutters shall match the style of the same elements on the house. Windows and doors of additions shall be of matching material as those of the house. Exceptions may be granted at the discretion of the RLARC for sun rooms, greenhouse or other specially glazed areas. All exterior finishes and colors shall match the house.

Carports are not permitted. Freestanding Rubbermaid, vinyl or metal sheds are not permitted.

2.2 Birdhouses:

Approval is not required for a birdhouse provided it is installed in the rear yard.

2.3 Columns or Gates:

Columns, gates or other structures at driveways or walkways are not permitted, whether made of brick, stone or otherwise. Such structures detract from the natural look and feeling of openness in Reed's Landing. Plantings and landscaping may be used in lieu of these structures.

2.4 Decks:

Deck additions/modifications should be presented in a detailed plan specifying materials, structures, coating and location of the deck on the site. Brick piers are to be used; wood piers are not permitted.

2.5 Exterior Color Changes:

Approval is required only when the siding or trim of structure is to be painted or stained a color different from its existing color. In general, the number of colors used shall be limited to one (1) for siding, one (1) for trim, and a compatible accent color of the siding or brick, and the colors selected shall complement the roof color. Traditional house colors from "Williamsburg" or similar color charts are preferred for traditional houses. Samples of the paint and/or stain color are to be provided to RLARC with the Application.

2.6 Exterior Lighting:

The replacement of an existing light fixture with a near match to the old fixture does not require approval by RLARC. When a change in style, size, shape, or color is desired, or if additional fixtures are to be installed, approval is required. All exterior lighting shall be installed in such a manner that it will not shine on adjacent properties or streets. Vapor light bulbs, such as mercury vapor bulbs commonly used in street lights, are not permitted in any exterior light fixture. Low-intensity type accent lighting may be used to highlight shrubs, trees, or the house. In no case should accent lighting fixtures be highly visible or should the lighting be directed toward the street or adjacent properties. Holiday lighting must be compatible with the character of Reed's Landing but does not require approval; however, holiday lighting shall coincide with the holiday and be removed within ten (10) calendar days after the holiday.

2.7 Fences:

The openness of Reed's Landing is a feature that makes the subdivision different than most subdivisions, and fences detract from that sensation. Thus, there is a presumption against the construction and use of fences, and the burden is on the Owner to present a compelling need why a fence is needed. If approved by RLARC, a fence may be constructed only in the rear yard. All fences shall be constructed entirely on the Owner's property. Fences shall not be placed closer than one (1) foot to the property line, and if a fence connects to the house, it must connect to the rear corners of the house. A fence that is visible from the street or adjacent neighbors' yard shall be attractive, and the fence style shall be appropriate to the house style. Wood, brick or ornamental metal are preferred materials, but RLARC may also consider salt-treated natural wood or a composite of wood fiber and plastic. Wire or chain link is not permitted. Gates shall match the fence in material, color, style and height. Except for salt-treated natural wood, fences must be painted or stained, and the paint or stain color, other than white, shall be subject to the approval of RLARC. The maximum fence height shall be four (4) feet measured from the ground to the top of the picket unless local ordinances require a greater height. With a neighbor's written consent, fences may be connected.

2.8 Flagpoles and Flags:

Each lot may contain one flagpole no more than 6 feet in length that is attached to a dwelling. Any flag, including the flag of the United States, may be flown on this flagpole as long as the flag is not of a profane or commercial nature. In addition, each lot may contain one freestanding flagpole to be used exclusively for the display of the flag of the United States. The freestanding flagpole (i) shall be no more than 20 feet in height, (ii) must be constructed of long-lasting material with a finish harmonious with the dwelling, and (iii) must comply with all applicable zoning ordinances, easements and required setbacks. An Application is required for the erection of any freestanding flagpole. All flags displayed and the flagpoles used to display them shall be maintained in good condition. Any deteriorated flag or deteriorated or structurally unsound flagpole shall be

repaired, replaced or removed. The flag and flagpole shall be maintained such that no noise generated by a halyard or other hardware on the flagpole can be heard beyond the boundary of the lot. No flag may be displayed greater in size than 3 feet x 5 feet.

2.9 Fountains:

Fountains are not permitted in front yards, but small fountains may be installed in rear yards provided the design, construction, and installation of the same are acceptable to RLARC. In all instances, fountains shall be part of a landscape plan coupled with plantings. An Application for a fountain shall include a design plan showing height, type, lighting, and site location. For purposes of these Rules, a fountain includes any lawn ornament or other object that has the appearance of a fountain regardless of whether it contains water and regardless of whether it is operable.

2.10 Gardens:

Approval is not ordinarily required for vegetable gardens. However, plots shall be limited to 150 square feet and must be located behind the rear sight lines of the house. Houses on corner lots or on lots at an angle must make an Application to RLARC for location of the plot. The location of the plot for these houses will be evaluated on a case-by-case basis. Failure to adequately maintain these plots is a violation of the maintenance provisions of the Declaration. After the first hard frost, all dead plants shall be removed. No vegetables or flower garden may be planted or maintained by an Owner on Common Property.

2.11 Hot Tubs, Whirlpools and Spas:

An Application is required for all exterior hot tubs, whirlpools and spas. They shall be located to the rear and between the side walls of the residence, and be adequately screened from adjacent properties. An "in ground" hot tub, whirlpool or spa shall not protrude more than three (3) feet above ground level.

2.12 Landscaping and Lawns:

Owners shall maintain their landscaping and lawns so that they do not become unsightly, unkempt or overgrown. Significant landscape additions shall be presented in a detailed plan specifying plant materials and structures. Unnatural materials such as plastic fencing, decorative objects, lawn ornaments, artificial flowers and painted rocks are not permitted. Applications are not required for replacement plantings of the same type that have died or been damaged, where minimal expansion of an existing bed is being made, or for the planting of small annual or perennial flower beds and ground covers.

2.13 Mailboxes:

All mailboxes shall be of the same wood, color, size, design and construction of mailboxes currently in use in Reed's Landing. All mailboxes, and any replacement

thereof, shall be purchased by the Owner from the Association and installed by the Association. In addition, damaged mailboxes shall be repaired by the Association. The Association shall charge the Owner a reasonable fee, to be set by the Board, for materials and labor to install, replace or repair a mailbox. The Association, at no cost to the Owner, shall perform all routine maintenance on mailboxes, including periodic painting.

2.14 Pavements for Driveways and Walkways:

Pavements for driveways or walkways shall be constructed of asphalt, exposed aggregate concrete, brick, paving blocks or cemented stone. Loose gravel or stone driveways, or expansions thereof, are not permitted. An Application is not required for the replacement of an existing driveway or walkway when there is no change in location, material, size, shape or grade. An Application is required for any other driveway or walkway construction (including expansion of existing driveways and walkways).

2.15 Play Equipment and Structures:

The following items are examples of play equipment and structures for purposes of these guidelines: swing sets, sliding boards, jungle gyms, climbing structures, forts, tree houses, play houses, basketball backboards, trampolines, and large soccer goals. Forts, tree houses, play houses, or other enclosed play buildings with an interior height of six (6) feet or less floor-to-ceiling, and with a total floor area of less than thirty-six (36) square feet shall be considered play structures. Buildings exceeding either of these limits shall be considered accessory buildings. Any play equipment or structure requires an Application. Play equipment and structures shall be located in rear yards only (except basketball backboards which may be located in side yards next to the driveway) and shall be finished in muted colors or in natural materials (galvanized steel, treated wood, etc.). They shall be located at least ten (10) feet away from property lines, suitably screened, and kept away from the direct view of neighbors where possible. Home-built play equipment and structures should be neat and orderly in appearance and finish. Owners should exercise care and common courtesy in using play equipment, such as basketball backboards and trampolines, that creates noise. Play equipment or structures that have fallen into disrepair or have been outgrown by children should be removed from the property. Play structures are not to be used as a storage building.

2.16 Roofing:

Approval is required for replacement or repair of any existing roof, even if replaced with material of the same composition and color. If material of a different composition or color will be used, a sample of the roofing material shall accompany the Application. Slate or wood shake shingles are presumptively acceptable. Asphalt shingles may be used only if they are multi-layer dimensional, fiberglass-based shingles in natural slate or wood shake tones with a minimum weight of 425 pounds per square.

2.17 Signs:

Security signs, no trespassing signs and other signs (except "For Sale" signs) are not permitted to be posted on any property. "For Sale" signs may be posted on property for sale provided the sign post is constructed of wooden 4" x 4" post and the sign is painted maroon with gold lettering. These signs have been, and are now, commonly in use in Reed's Landing. "For Sale" signs shall face the street in front of the property only and shall be parallel to the street. If a sign is posted in violation of these Rules, the sign may be removed by the Association. The Association shall not be responsible for loss of, or damage to, any sign removed.

2.18 Solar Collectors and Wind Turbines:

Solar collectors are not permitted on any Owner's property. [Note: This prohibition was effective prior to July 1, 2008. See Virginia Code § 67-701.C.] Wind turbines are not permitted on any Owner's property.

2.19 Storage Tanks:

Aboveground storage tanks for the storage of any substance, including fuel oil and propane, are not permitted on any Owner's property unless they are approved as to size, location and screening by RLARC. An Application describing the size, proposed location of the tanks and specifying the type and location of the screening to be used must be filed prior to installation of the tanks. Applications and screening are not required for small propane tanks attached to outdoor grills.

2.20 Swimming Pools, Ponds, Reflecting Pools, Fish Ponds:

Professionally created plans are required for the approval of a swimming pool. All proposed pool and ponds plans must include proposed landscaping (plantings and fencing) and the plans for any proposed accessory buildings such as a pool house. Above-ground pools are not permitted. A fence compatible with the design of the house must enclose a swimming pool and be in accordance with all state or county ordinances. Approval is not required for temporary, portable children's wading pools no more than six (6) feet in diameter and less than twenty-four (24) inches deep located in the rear yard.

2.21 Television Antenna/Satellite Dish:

Television antennas may be installed without submitting an Application unless the antenna will be visible from the street. In addition, satellite dishes one meter (39.37 inches) or less in diameter designed to receive direct broadcast satellite video signals or other video programming services may be installed without submitting an Application, unless the dish will be visible from the street. If the antenna or dish will be visible from the street, an Application is required demonstrating the placement of the dish or antenna

in some other less conspicuous location unreasonably increases the cost of its installation, maintenance or use, or precludes reception of an acceptable quality signal. A satellite dish attached to a home is preferable to a freestanding dish. Freestanding dishes must be suitably screened. Satellite dishes greater than one meter (39.37 inches) in diameter are not permitted.

2.22 Tennis Courts:

Professionally created plans are required for the approval of a tennis court. An Application must be submitted, and it must include proposed construction plans and proposed landscaping plans (plantings and fencing).

2.23 Tree Removal:

No living tree measuring more than six (6) inches in diameter (when measured at a point two (2) feet above the ground) may be removed without the written approval of RLARC, unless the tree creates an imminent danger to persons or property.

2.24 Woodpiles:

Approval is not required for woodpiles that are neatly stacked wholly within an enclosed or semi-enclosed area, that are immediately adjacent to the house or that are stored in the woods, provided that woodpile is not readily visible from the street or adjacent properties, and provided the wood stored does not exceed one and one-half (1 ½) cords. Stacking of wood on sidewalks or driveways is not permitted.

2.25 Gutters:

Gutters are allowed. They should be oversized (6"), seamless, and match the fascia color of the house. Downspouts shall be the same color as the gutters and placed on the side of the house whenever possible. The small dimension of the downspout should face towards the front of the house.

2.26 Air Conditioning Units:

Air conditioning units or other appliances or equipment protruding from windows are not permitted.

2.27 Clotheslines:

Clotheslines are not permitted.

Robert Cody

Robert Cody
President of Reed's Landing Community
Association, Inc.

State of Virginia)
) to-wit:
City of Richmond)

The foregoing instrument was acknowledged before me, Nancy L. Rudd, Notary Public, this 6th day of December, 2011, by Robert Cody, who has presented identification of a state issued driver's license. Robert Cody voluntarily acknowledged this instrument as President of Reed's Landing Community Association, Inc., on behalf of Reed's Landing Community Association, Inc.

Nancy L. Rudd
Notary Public

Registration Number: 220244

My commission expires: February 28, 2013



EXHIBIT APARCEL I

ALL those certain tracts or parcels of land lying and being partially in Midlothian Magisterial District, Chesterfield County, Virginia, and partially in the City of Richmond, Virginia, containing 295.16 acres, more or less, shown as Parcel A containing 288.842 acres, more or less, and Parcel E containing 6.678 acres, all as shown on a certain plat of survey entitled "Plat Showing Five Parcels of Land Lying West of Old Gun Road East" dated April 13, 1981, made by J.K. Timmons & Associates, Inc., Engineers & Surveyors, Richmond, Virginia, which plat is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 38, page 80, reference to which is made for a more particular description.

BEING the same property made subject to the Declaration dated October 1, 1981 and recorded in the Clerk's Office of the County of Chesterfield on November 23, 1981 in Deed Book 1569, page 1572.

PARCEL II

ALL that certain piece or parcel of land lying and being in Midlothian Magisterial District, Chesterfield County, Virginia, containing 30.000 Acres, shown as Parcel D, all as shown on a certain plat of survey entitled "Plat Showing Five Parcels of Land Lying West of Old Gun Road East" dated April 13, 1981, made by J.K. Timmons & Associates, Inc., Engineers and Surveyors, Richmond, Virginia, which plat is recorded in the aforesaid Clerk's Office, in Plat Book 38, page 79, reference to which is made for a more particular description.

LESS AND EXCEPT:

A parcel of land containing 2.01 acres conveyed to J.K. Timmons & Associates, Inc. by deed from Oliver D. Rudy, Trustee, etc., dated September 17, 1981, and recorded September 29, 1981, in the aforesaid Clerk's Office in Deed Book 1565, page 1402.

BEING the same property made subject to the Declaration dated October 1, 1981 and recorded in the Clerk's Office of the County of Chesterfield on November 23, 1981 in Deed Book 1569, page 1572.

PARCEL III

ALL that certain piece or parcel of land, lying and being in Midlothian Magisterial District, Chesterfield County, Virginia, containing 5.134 acres, all as shown on plat made by J. K. Timmons & Associates, P.C., Engineers-Surveyors-Planners, Richmond, Virginia, dated January 16, 1989, a copy of which is attached to and made a part of the below mentioned deed.

BEING the same property first made subject to the Declaration by a Supplemental Declaration of Covenants and Restrictions which was recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield on February 8, 1989 in Deed Book 2001, page 1487.

BEING a part of the same property conveyed to Oliver D. Rudy, Trustee, under the provisions of a trust agreement dated April 21, 1981, by deed from E. Eugene Cooke and Mary Jane Prillaman Cooke, husband and wife, dated January, 1989 and recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield.

PARCEL IV

ALL that certain piece or parcel of land, lying and being in Midlothian Magisterial District, Chesterfield County, Virginia, containing 11.072 acres all as shown on plat made by J.K. Timmons & Associates, P.C., Engineers-Surveyors-Planners, Richmond, Virginia, dated June 27, 1989 a copy of which is attached to the Supplemental Declaration referenced below.

BEING the same property made subject to the Declaration by a Supplemental Declaration of Covenants and Restrictions which was recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield on June 4, 1990 in Deed Book 2092 page 462.

BEING the same property conveyed to Oliver D. Rudy, Trustee, under the provisions of a trust agreement dated April 21, 1981, by deed from E. Eugene Cooke and Mary Jane Prillaman Cooke, husband and wife, dated November 30, 1989, recorded December 28, 1989, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Deed Book 2064, page 595.

7020717_5.DOC

INSTRUMENT #2036
RECORDED IN THE CLERK'S OFFICE OF
CHESTERFIELD ON
JANUARY 19, 2012 AT 02:19PM
JUDY L. WORTHINGTON, CLERK
RECORDED BY: CBH

COMMONWEALTH OF VIRGINIA



OFFICIAL RECEIPT
CHESTERFIELD CIRCUIT COURT
DEED RECEIPT

DATE: 01/19/12 TIME: 14:22:24 ACCOUNT: 041CLR2036 RECEIPT: 12000003202
 CASHIER: CBH REG: QF67 TYPE: AMEND PAYMENT: FULL PAYMENT
 INSTRUMENT : 2036 BOOK: PAGE: RECORDED: 01/19/12 AT 14:19
 GRANTOR: REED'S LANDING COMMUNITY ASSOCIATION INC EX: N LOC: CD
 GRANTEE: N/A, EX: N PCT: 100%
 AND ADDRESS : N/A, N/A, VA, N/A
 RECEIVED OF : WILCIAMS MULLEN DATE OF DEED: 12/06/11
 CHECK: \$35.00
 DESCRIPTION 1: SEE INSTRUMENT PAGES: 15 D/P 0
 2: NAMES: 0
 CONSIDERATION: .00 A/VAL: .00 MAP: 743723075900000
 PIN: 743723075900000
 301 DEEDS 28.50 145 VSLF 1.50
 106 TECHNOLOGY TRST FND 5.00
 TENDERED : 35.00
 AMOUNT PAID: 35.00
 CHANGE AMT : .00

CLERK OF COURT: JUDY L. WORTHINGTON

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(A103178 5/10)

REED'S LANDING

ARCHITECTURAL REVIEW APPLICATION FORM

OWNER(S) LAST NAME(S), First Name(s)

Owner(s) Mailing Address

Address of Lot on which changes are proposed

() _____ () _____
Home Phone Work Phone

Third party doing the work:

Business Name

Contact

() _____ () _____
Work Phone Pager

DATE OF RECEIPT:
____/____/____

DISPOSITION OF APPLICATION

Approved as submitted
 Approved with conditions on page 2
 Denied

RLARC Chair Date

IMPROVEMENT INSTALLED

As Submitted
 Not as submitted. Improvement is in
Violation as follows:
Document Article Section

Committee Rep Inspection Date

When completed, return the application, plat map and any other documents required by the Reed's Landing Architectural Review Rules to the Community Administrator at Community Partners of Virginia: 10800 Midlothian Turnpike, Suite 305, Richmond, VA 23235. Fax: 804-794-3600 Phone: 804-378-5000

I. **DESCRIPTION OF PROJECT**

Describe in detail the Project you propose. See the Reed's Landing Architectural Review Rules for the information this Application must contain. Use additional pages, if necessary. **NOTE: CERTAIN TYPES OF PROJECTS REQUIRE A COUNTY BUILDING PERMIT. THE ASSOCIATION TAKES NO RESPONSIBILITY FOR, AND HAS NO ROLE IN, OBTAINING PERMIT.** Call the Chesterfield County Building Inspector's Office if you have questions. The change(s) I propose to make/are:

II. OWNERS' AGREEMENT

This application accurately represents the Project I propose to undertake. I understand that approval of this application does not authorize me to violate any provisions of the Architectural Review Rules, the Declarations or the County building and zoning codes. I understand and agree that any construction or alteration undertaken prior to receipt of the RLARC's approval is at my own risk, and that I may be required to return the property to its former condition at my own expense should the application be disapproved in whole or in part.

BOTH OWNERS MUST SIGN

_____/_____/_____
Owner Date

_____/_____/_____
Owner Date

.....**FOR RLARC USE**.....

1. Conditions (if any) for approval:

2. Reasons for denial:

Dear Homeowner:

I know you are excited about the construction project you are undertaking. As you begin your project, I would like to make you aware of a few issues that may likely come up. You probably know that the residents of Reed's Landing own and maintain the streets and common areas. For that reason, the Board of Directors has adopted rules that all contractors must follow. Many of these rules are simply an extension of the laws on the books of the Virginia Department of Environmental Quality and/or the Chesterfield County ordinances. The contractors are aware of these rules, but, in some cases, they get overlooked. It is important for you to know that if there is an expense incurred by the Reed's Landing Association to cleanup after the contractors, that expense will be passed on to you.

So that you may become more familiar with some of these issues, I would like to mention a few:

1. **Erosion and Sediment Control:** The contractor must strictly comply with Chesterfield County erosion and sediment control laws found in Chapter 7.2 of the County Code. Among other things, this means the contractor must ensure that mud and silt carried by storm runoff from your construction site does not reach our roads, creeks or neighboring properties.
2. **Debris in Street:** At the end of each workday, the contractor must sweep the street in the area of the job site, removing dirt, gravel and debris.
3. **Open Burning:** Burning is not permitted in Reed's Landing.
4. **Damage by Vehicles:** All large construction vehicles must take extra care in navigating the streets in Reed's Landing. There have been far too many instances where grass and shrubs have been damaged by these vehicles. Any damage caused by trucks or other vehicles working on, or delivering materials to, your job site will be your responsibility.
5. **Concrete Deliveries:** Any concrete that is spilled or dripped on the roads in Reed's Landing must be cleaned up immediately. Please advise your concrete company to clean up any spillage before it hardens. Again, this becomes your responsibility.
6. **Parking on Common Areas:** The Association would prefer that contractor's/subcontractor's vehicles be parked on your job site. In the event that is not possible, any damage done to the common areas must be repaired, seeded and strawed at the completion of the project.
7. **Trash on Job Site:** Chesterfield County Code # 10-19.2 requires that all trash be in containers. The contractor must abide by this law.

Your contractor should be well aware of these rules, but we would appreciate it if you would review these with him at the start of your project. Please do not hesitate to contact Community Partners if you have any questions.

Sincerely,
Reed's Landing Community Association, Inc.

cc: Board of Directors