

Reed's Landing Community
Association, Inc.

Declaration
of

Rights, Restrictions

Affirmative Obligations And Conditions

Applicable To All Property

In Reed's Landing

The following Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to all Property in Reed's Landing was recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, on November 23, 1981, in Deed Book 1569, page 1555.

0.3 1569
1555

DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
APPLICABLE TO ALL PROPERTY IN REED'S LANDING

WHEREAS, The Gillian Corporation and Oliver D. Rudy, Trustee, under a certain trust agreement dated April 21, 1981, are the owners of certain lands located within a community known as "Reed's Landing" in Chesterfield, Virginia.

WHEREAS, the Proprietors wish to declare certain restrictive covenants affecting certain lands in Reed's Landing.

NOW, THEREFORE, the Proprietors do 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.

DEFINITIONS

"Reed's Landing" when used herein shall refer to the lands in Chesterfield County, Virginia, which are shown as a part of the Proprietors' Master Development Plan as revised from time to time, which plan has been filed with and approved by the Chesterfield County Planning Commission and is in the office of the Chesterfield Community Development Department.

Whenever used herein, the term "Proprietors" shall refer to The Gillian Corporation and Oliver D. Rudy, Trustee, their successors and assigns.

Whenever used herein, the term "Association" shall refer to Reed's Landing Community Association, Inc., a Virginia non-profit corporation, its successors and assigns.

The term "Property" when used herein shall refer to any tract of land or subdivision thereof in Reed's Landing which has been subjected to the provisions of this Declaration by reference in deeds issued by the Proprietors.

The term "Property Owner" when used in this Declaration shall mean and refer to all owners of an interest in real property in Reed's Landing.

The covenants and restrictions below will be referred to as the General Covenants of October 1, 1981, and will be recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, and may be incorporated by reference in deeds to real property issued by the Proprietors 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 REED'S LANDING

The primary purpose of these covenants and restrictions 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 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, certain standards are embodied in the Existing Zoning Classification (R-40) made applicable to this property by the Chesterfield County Zoning Ordinance. In order to implement the purposes of these covenants, the Proprietors shall establish and amend from time to time objective standards and guidelines which shall be in addition to and more restrictive than said zoning.

1. 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 Reed's Landing 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), landscape plan, and construction schedule shall have been approved in writing by the Proprietors, their successors or assigns. Refusal or approval of plans, location or specifications may be based by the Proprietors upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Proprietors shall seem sufficient. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Proprietors. One (1) copy of all plans and related data shall be furnished the Proprietors for their records. In the event approval of such plans is neither granted nor denied within sixty (60) (30) days following receipt by Proprietors of written demand for approval, the provisions of this paragraph shall be thereby waived. This paragraph shall not apply to any property utilized by a government entity or institution.

2. In order to assure that location of buildings and other structures will be located and staggered, so that the maximum view, privacy and breeze will be available to each building or structure, and 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 Proprietors reserve unto themselves, their successors and assigns, the right to control absolutely and solely to decide (subject to the provisions of the Zoning Ordinance of the County of Chester-

field, Virginia) the precise site and location of any building or structure or structures on any property in Reed's Landing for reasons which may in the sole and uncontrolled discretion and judgment of the Proprietors seem sufficient. Such location shall be determined only after reasonable opportunity is afforded the property owner to recommend a specific site. Provided, however, that in the event an agreed location is stipulated in writing in the contract of purchase, and such location complies with the Zoning Ordinance of the County of Chesterfield, Virginia, the Proprietors shall approve automatically such location for a residence.

3. Each property owner shall provide space for the parking of automobiles off streets prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Proprietors.

4. No "For Sale" or other commercial signs shall be erected or maintained on any property by anyone including, but not limited to, the owner, a realtor, a contractor or subcontractor.

5. It shall be the responsibility of each property owner and tenant to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such property which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

6. All animals must be secured by a leash or lead, or under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or other enclosed area approved by the Proprietors for the maintenance and confinement of animals.

7. 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 use of an approved septic tank system.

8. Prior to the occupancy of a residence on any property, provision for water shall be made by connection with the water lines of the Chesterfield County public water system which is the only system presently approved by Chesterfield County for use in Reed's Landing, or other water system if other water system is approved by Chesterfield County.

9. The Proprietors reserve unto themselves, their successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use

electric, Community Antenna Television, and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, 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 of a building whose plans were approved pursuant to these covenants by the Proprietors, or (b) such portion of the property as may be designated as the site for a building on a plot plan for erection of a building which has been filed with the Proprietors and which has been approved in writing by said Proprietors. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Proprietors further reserve the right to locate wells, pumping stations, siltation basins and tanks within Reed's Landing 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. Such rights may be exercised by any licensee of the Proprietors but this reservation shall not be considered an obligation of the Proprietors to provide or maintain any such utility or service.

10. The Proprietors further reserve unto themselves, their successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect and maintain security measures including, but not limited to, the right to erect fences and/or other security devices which the Proprietors may deem necessary for the security of Reed's Landing. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide proper security installation and to maintain reasonable standards of safety and appearance, and are reserved to the width and extent shown on the plats of Reed's Landing.

11. Whenever the Proprietors are permitted by these covenants (including all parts hereof) to correct, repair, clean, preserve, clear out or do 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.

PART II
ADDITIONAL RESTRICTIONS TO IMPLEMENT
EFFECTIVE ENVIRONMENTAL CONTROLS

In order to protect the natural beauty of the vegetation, topography, and other natural features of all properties within

Reed's Landing, the following environmental controls are hereby established:

1. Topographic and vegetation characteristics of properties within Reed's Landing shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Proprietors. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of paragraph 1 of Part 1 of these covenants.

2. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Proprietors. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory 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.

3. In order to implement effective and adequate erosion control, the Proprietors, their successors and assigns, and their agents shall have the right to enter upon any property before or after a building or structure had been constructed thereon for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices. Provided however, that prior to exercising their right to enter upon the properties for the purpose of performing any grading or landscaping work or constructing or maintaining erosion prevention devices, the Proprietors, their successors and assigns, shall give the owner of the property the opportunity to take any corrective action required by giving the owner of the property notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by the owner. If the owner of the property fails to take the corrective action specified immediately, the Proprietors, their successors or assigns, shall then exercise their right to enter upon the property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Proprietors, their successors or assigns, shall be kept as low as reasonably possible. The cost of such work, when performed by the Proprietors, their successors or assigns, on an improved property, shall be paid by the owner thereof. Entrance upon a property pursuant to the provisions of this paragraph shall not be deemed a trespass.

4. In order to implement effective insect, reptile and woods fire control, the Proprietors and their agents have the right to enter upon any property on which a building or structure had not been constructed and upon which no landscaping plan had been implemented, for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Proprietors detracts from the overall beauty, setting and safety for Reed's Landing. The cost of this vegetation control shall be

kept as low as reasonably possible and shall be paid by the owner of the property. Such entry shall not be made until thirty (30) days after the owner of the property has been notified in writing of the need of such work and unless such owner fails to perform the work within said thirty (30) day period. The provisions in this paragraph shall not be construed as an obligation on the part of the Proprietors to mow, clear, cut or prune any property, to provide garbage or trash removal services, or to provide water pollution control on any privately owned property. Entrance upon property pursuant to the provisions of this paragraph shall not be deemed a trespass.

5. In addition, the Proprietors reserve unto themselves, their successors and assigns a perpetual, alienable and releasable easement and right on, over and under any property to dispense pesticides and take other action which in the opinion of the Proprietors is necessary or desirable to control insects and vermin, to cut fire breaks and other activities which in the opinion of the Proprietors are necessary or desirable to control fires on any property, or any improvements thereon. Entrance upon property pursuant to the provisions of this paragraph shall not be deemed a trespass.

6. In order to prevent excessive "run off" or drainage from any property, the Proprietors hereby reserve the right to establish a maximum percentage of property which may be covered by a building, patio, driveway or other structures. In the establishment of such maximum percentage the Proprietors shall consider topography, percolation rate of the soil, soil types and conditions, vegetation cover and other relevant environmental factors.

7. It is expressly understood and agreed that the establishment of the criteria set forth in this Part II in no way places a burden of affirmative action on the Proprietors and that the Proprietors are not bound to do any of the things noted herein except as such may be undertaken at the expense of the Association.

PART III ADDITIONAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It is the intent of the Proprietors to maintain and enhance (or to convey subject to open space restrictions to the Association) certain areas which the Proprietors designate as "Open Space Areas" on plats filed for record in the Office of the Clerk of the Circuit Court of Chesterfield County, Virginia, by the Proprietors. It is the further intent and purpose of these restrictions and covenants to protect, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, wildlife, game and migratory birds, enhance the value of abutting and neighboring properties adjacent to such forests, wildlife preserves, natural reservations or sanctuaries or other open spaces, and to afford and enhance recreation opportunities, preserve historical sites and implement generally the Reed's Landing Master Plan for development.

2. An easement in Open Space Areas is hereby granted to the owners of properties in Reed's Landing, tenants 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 of the Proprietors.

3. Land designated as "Open Space Areas" may be employed in the construction, maintenance, and enjoyment of the following facilities:

- (a) Social, recreational, and community buildings.
- (b) Indoor and outdoor recreational establishments.

4. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Proprietors to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkey and other wildlife, to make access trails or paths or boardwalks through said Open Space Areas and for the purpose of permitting observation and study of wildlife, hiking, and riding, to erect small signs throughout the Open Space Areas designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the open space community use and enjoyment thereof.

5. The Proprietors shall have the right to protect from erosion the land described as Open Space Area by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Proprietors. The right is likewise reserved to the Proprietors to take steps necessary to provide and insure adequate drainage ways in open space, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities.

6. The Proprietors reserve unto themselves, their successors and assigns a perpetual, alienable and releasable easement of right to go on, over and under the ground to erect, maintain and use electric, Community Antenna Television, telephone poles, wires, cables, conduits, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water drainage or other public conveniences or utilities in said Open Space Areas. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Proprietors further reserve the right to locate wells, pumping stations and water pressure regulating vaults within such Open Space Areas. Such rights may be exercised by any licensee or assignee of the Proprietors but this reservation shall not be

considered an obligation of the Proprietors to provide or maintain any such utility or service.

7. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of open space property within Reed's Landing except as following:

(a) The provisions of this paragraph shall not prohibit the Proprietors from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.) and mobile radio systems or other similar systems within Reed's Landing; and

(b) Should C.A.T.V. services be unavailable and good television reception not be otherwise available, an association owner may make written application to the Proprietors for permission to install a television antenna and such permission shall not be unreasonably withheld.

8. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Areas, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as open space.

9. The granting of the easement in Open Space Areas in this part in no way grants to the public or to the owners of any land outside Reed's Landing the right to enter such open space without the express permission of the Proprietors.

10. The Proprietors expressly reserve to themselves, their successors and assigns, every reasonable use and enjoyment of said open space, in a manner not inconsistent with the provisions of this Declaration.

11. The Proprietors further reserve the right to convey "Open Space Areas" to the Association and it is the Proprietors intention to do so. Such conveyance shall be made subject to the provisions of this Part III. As an appurtenance to such conveyances the Association shall have all of the powers, immunities and privileges reserved unto the Proprietors in this part as well as all of the Proprietors' obligations with respect thereto, including the obligation to maintain and enhance set out in paragraph 1 of this part. Property conveyed to the Association pursuant to the authority of this paragraph 11 shall become "Common Properties", as prescribed by the "Declaration of Covenants and Restrictions of the Reed's Landing Community Association, Inc. and The Gillian Corporation and Oliver D. Rudy, Trustee", which are to be recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, contemporaneously herewith.

12. Where the Proprietors are permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

13. It is expressly understood and agreed that the granting of the easements set out in this Part III in no way places a burden of affirmative action on the Proprietors, that the Proprietors are not bound to make any of the improvements noted herein, or extend to any property owner any service of any kind, except as such may be undertaken at the expense of the Association.

PART IV PRIVATE STREETS AND ROADS

1. It is the intent of the Proprietors to privately maintain and enhance (or to convey, subject to restrictions, to the Association) all streets, roads, lanes and/or avenues located within the bounds of Reed's Landing. The streets, roads and lanes and/or avenues in Reed's Landing are to be private, and shall be maintained by the Gillian Corporation and/or the Reed's Landing Community Association, Inc. in accordance with the provisions of the restrictive covenants made applicable to this property. There shall be no responsibility imposed on the County of Chesterfield and/or the Commonwealth of Virginia to construct, maintain, or repair any streets, roads, lanes and/or avenues either now or at any time in the future. The primary purpose of the private maintenance of said roadways is the creation of a community which is aesthetically pleasing, functionally convenient, and to allow for the maximum security for the owners of lots in Reed's Landing and their guests. To that end the following covenants are imposed on rights granted and responsibilities acknowledged:

(a) Title to all streets, roads, lanes and/or avenues as located within the bounds of the Master Development Plan as revised from time to time is hereby reserved in the Proprietors. The Proprietors further reserve the right to convey said streets, roads, lanes and/or avenues to the Association, and it is the intention of the Proprietors to so convey. Such conveyance shall be made subject to the provisions of this Part IV. As an appurtenance to such conveyances the Association shall have the powers, immunities and privileges reserved unto the Proprietors in this part as well as all of the Proprietors' obligations with respect thereto, including the obligation to maintain and enhance set out in paragraph 1 of this part. Property conveyed to the Association pursuant to the authority of this paragraph 1(a) shall become Common Properties as described by the "Declaration of Covenants and Restrictions of the Reed's Landing Community Association, Inc. and The Gillian Corporation and Oliver D. Rudy, Trust" which are to be recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, contemporaneously herewith.

(b) An easement of right of way is hereby granted to the owners of properties in Reed's Landing, tenants, and their guests which easement shall entitle such owners, tenants and their guests to enjoy the use of the network of roads, streets, lanes and/or avenues as shown on the Master Development Plan hereinabove mentioned and as revised from time to time subject to the rules and regulations of the Proprietors.

(c) Construction of all roads, streets, lanes and/or avenues shall be in accordance with the method of construction proffered by the Proprietors and approved by the Chesterfield County Planning Commission.

(d) Within the bounds of the roads, streets, lanes and alleys shown on the Master Development Plan as revised from time to time and any part thereof which might be recorded from time to time, the County of Chesterfield and/or the Commonwealth of Virginia, its agents or employees, shall have free and unencumbered passage and use and shall specifically have the right to regulate traffic, establish speed limits, and do all things necessary to enforce all Motor Vehicle Laws and other laws of the Commonwealth of Virginia and all ordinances of the County of Chesterfield and to this extent only said roads shall be deemed "public" but shall remain private for all other intents and purposes.

(e) Subject to the rights established in paragraphs 1(a) and (c), there may be a gate house constructed as shown on the Master Development Plan or any recorded part thereof, the plans and specifications of which have been approved by the Proprietors for the supervision of incoming and outgoing traffic in Reed's Landing. The County of Chesterfield and/or the Commonwealth of Virginia shall have no control over the construction of said gate but shall have free and unencumbered passage as set forth in paragraph 1(d) above.

(f) The deeds to all lots conveyed in Reed's Landing shall contain a provision which specifically advises the purchaser that the said purchaser is being conveyed a lot in a subdivision which the roads are privately maintained; that neither the County of Chesterfield nor the Commonwealth of Virginia has any obligation at the time of the conveyance or in the future to maintain any of said roads in Reed's Landing.

(g) All recorded subdivision plats shall contain in addition to other information required by law the following notation:

"THE STREETS, ROADS, LANES AND/OR AVENUES AS SHOWN ON THIS PLAT ARE PRIVATE, AND SHALL BE MAINTAINED BY THE GILLIAN CORPORATION AND/OR THE REED'S LANDING COMMUNITY ASSOCIATION, INC. IN ACCORDANCE WITH THE PROVISIONS OF THE

RESTRICTIVE COVENANTS MADE APPLICABLE TO THIS PROPERTY RECORDED IN DECLARATIONS DATED OCTOBER 1, 1981, RECORDED IN DEED BOOK _____, PAGE _____, OR THEIR ASSIGNS, EXCLUSIVELY. THERE SHALL BE NO RESPONSIBILITY IMPOSED ON THE COUNTY OF CHESTERFIELD AND/OR THE COMMONWEALTH OF VIRGINIA TO CONSTRUCT, MAINTAIN, OR REPAIR ANY STREETS, ROADS, LANES AND/OR AVENUES SHOWN HEREON EITHER NOW OR AT ANY TIME IN THE FUTURE.

(h) The Proprietors expressly reserve to themselves, their successors and assigns, every reasonable use and enjoyment of said private road easements in a manner not inconsistent with the provisions of this Declaration.

(i) A sign shall be erected at the entrance to this development containing the following:

The streets, roads, lanes and/or avenues are private, and shall be maintained by the Gillian Corporation and/or the Reed's Landing Community Association, Inc. There shall be no responsibility imposed on the County of Chesterfield and/or the Commonwealth of Virginia to construct, maintain, or repair any streets, roads, lanes and/or avenues now or at any time in the future.

PART V
SINGLE FAMILY COVENANTS

(1) (a) All lots in said Residential Areas shall be used for residential purposes exclusively. The use of a portion of a dwelling on a lot as an office by the owner or tenant thereof shall be considered a residential use if such use does not create customer or client traffic to and from the lot. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling and one (1) small accessory building which may include a detached private garage, provided the use of such accessory building does not overcrowd the site 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.

(b) A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, 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 site.

(c) The provisions of this paragraph one (1) shall not prohibit the Proprietors from using a house or other dwelling units as models.

The exterior of all houses and 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. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction the owner of the lot shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition.

3. Each 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. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Proprietors prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground.

4. No mobile home, trailer, tent, barn, or other similar out building or structure shall be placed on any lot at any time, either temporarily or permanently. Boats, boat trailers, campers, recreational vehicles, or utility trailers may be maintained on a lot, but only within an enclosed or screened area approved by the Proprietors such that they are not generally visible from adjacent properties.

5. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a lot by a contractor shall be subject to reasonable aesthetic control by the Proprietors.

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

(a) The provisions of this paragraph shall not prohibit the Proprietors from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.) and mobile radio systems or other similar systems within Reed's Landing; and

(b) Should C.A.T.V. services be unavailable and good television reception not be otherwise available, a lot owner may make written application to the Proprietors for permission to install a television antenna, and the decision of the Proprietors to grant said permission shall be in the Proprietors' sole discretion and shall be final.

7. No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Chesterfield County, except with the written consent of the Proprietors. However, the Proprietors hereby expressly reserve to themselves, their successors or assigns, the right to replat any lot or lots owned by them and shown on the plat of any subdivision within Reed's Landing 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 suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted lots, 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. Following the combining of two (2) or more 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.

8. No live cattle, hogs or goats shall be allowed on any lot, nor shall any noxious or offensive trade or activity be carried on thereon, nor shall anything be done thereon which shall be or become an annoyance or nuisance to a good residential neighborhood.

9. No individual sewerage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of state and local public health authority. Approval of such systems as installed shall be obtained from such authority. Permanent structures shall not be constructed in and/or over the area designated as the reserved drainfield site for the lot.

PART VI
ADDITIONS LIMITATIONS; DURATION AND
VIOLATION OF COVENANTS TOGETHER WITH AFTERWORD

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration 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 Proprietors for a period of thirty (30) years from the execution date of this Declaration after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of property substantially affected by a change in covenants, has been recorded agreeing to change said covenants in whole or in part. 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 (a) recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, 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 Proprietors 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. In addition to the foregoing the Proprietors and/or the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure 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. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Proprietors reserve in each instance the right at any time to add additional restrictive covenants in respect to lands conveyed in the future in Reed's Landing, or to limit there.

the application of these covenants or to amend these covenants as they apply to Reed's Landing. The right to add additional restrictions or to limit the application of these covenants or to amend these covenants as they may apply to Reed's Landing shall be reasonably exercised.

4. The Proprietors shall not be liable to an owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Proprietors whether given, granted or withheld.

5. The Proprietors reserve the right to assign in whole or in part to the Association their rights reserved in these covenants to grant approvals (or disapprovals), to establish rules and regulations, and all other rights reserved herein by the Proprietors including but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such rights, the Association shall assume all of the Proprietors' obligations which are incident thereto (if any) and the Proprietors shall have no further obligation or liability with respect thereto.

The assignment of such right or rights by the Proprietors to the Association shall be made by written instrument which shall be recorded in said Clerk's Office.

6. Reed's Landing Community Association, Inc., has established and published certain covenants and land use restrictions affecting properties in Reed's Landing. Said covenants are to be recorded contemporaneously herewith in the Realty Records in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia. Properties and owners of property subject to these covenants shall also be subject to the provisions of the said covenants established by Reed's Landing Community Owners' Association, Inc.

7. Other Agreements. 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, (ii) the Master Plan for the development of Reed's Landing as approved by the Planning Commission of the County of Chesterfield as may from time to time hereafter be amended or modified.

8. Severability. Should any covenant or restriction 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.

Dated this 1st day of OCTOBER, 1981.

THE GILLIAN CORPORATION

APPROVED AS TO FORM
[Signature]
Nov. 23, 1981
ASSISTANT COUNTY ATTORNEY

BY [Signature] (SEAL)
President
[Signature] (SEAL)
OLIVER D. RUDY, Trustee under a
certain trust agreement dated
April 21, 1981

STATE OF VIRGINIA

County of Chesterfield to-wit:

I, the undersigned, a Notary Public in and for the County of Chesterfield and State aforesaid, do hereby certify that THOMAS F. ADAMS, whose name as President of THE GILLIAN CORPORATION, is signed to the foregoing document bearing date of October 1, 1981, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 23rd day of November, 1981.
My Commission expires: March 31 1985

[Signature]
Notary Public

STATE OF VIRGINIA, at large

COUNTY OF CHESTERFIELD, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that OLIVER D. RUDY, whose name as Trustee under a certain trust agreement dated April 21, 1981, is signed to the foregoing document bearing date of October 1, 1981, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 23rd day of November, 1981.
My Commission expires: August 31, 1985.

[Signature]
Notary Public

EXHIBIT "A"

PARCEL 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 288.482 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.

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.

Mail: Williams Mullen
PO Box 1320
Richmond VA 23210
10/17/96

BOOK 2945 PAGE 752
96 OCT 16 12 35
CIRCUIT COURT CLERK
CHESTERFIELD CO., VA.

040384

**SUPPLEMENTAL DECLARATION OF
RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS
AND CONDITIONS APPLICABLE TO
ALL PROPERTY IN REED'S LANDING**

WHEREAS, under the provisions of Part I of a certain Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Reed's Landing dated October 1, 1981 and recorded on November 23, 1981 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Deed Book 1569, page 1555 (the "Declaration"), the Proprietors, and successors and assigns reserved unto themselves the right of refusal or approval of building or structure plans, location, specifications, plot plans, exterior colors and finishes, landscaping plans and the like, as more fully set forth in such Part I of the Declaration (hereinafter the "right of architectural review");

WHEREAS, the Proprietors desire to exercise their right under Part VI, paragraph 5 of the Declaration to assign to Reed's Landing Community Association, Inc. (the "Association"), in part, their right of architectural review.

NOW, THEREFORE, the Proprietors do hereby assign to the Association the right of architectural review in Reed's Landing Subdivision, except as to the construction of new family dwelling units on residential lots. The right of architectural review as to construction of new family dwelling units on residential lots shall continue to be exercised by the Proprietors.

WITNESS the following signature and seal this 10th day of October, 1996.

Oliver D. Rudy, Trustee
by Oliver D. Rudy, Trustee under
the provisions of a certain trust
agreement dated April 21, 1981

STATE OF VIRGINIA)
) to wit:
COUNTY OF CHESTERFIELD)

I hereby certify that Oliver D. Rudy, Trustee under the provisions of a certain trust agreement dated April 21, 1981, whose name is signed to the foregoing writing bearing date of Oct. 10, 1996, has acknowledged the same before me in my jurisdiction aforesaid this 10th day of Oct., 1996.

Ann W. Haywood
Notary Public

My commission expires: 1-31-99

VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT
COURT OF CHESTERFIELD COUNTY, THE 16 DAY
OF OCT 1996, THIS DEED WAS PRESENTED
AND WITH THE CERTIFICATE...., ADMITTED TO
RECORD AT 12:35 O'CLOCK. THE TAX IMPOSED
BY SECTION 58.1-802 IN THE AMOUNT OF
\$.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK