

The Reeds Landing Corporation  
2430 Pagehurst Drive  
Midlothian, VA 23113

BOOK 280 PAGE 311

DECLARATION OF COVENANTS AND RESTRICTIONS  
OF THE GREYWALLS COMMUNITY ASSOCIATION, INC.  
AND THE REED'S LANDING CORPORATION AND OLIVER D. RUDY, TRUSTEE

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to Greywalls Community Association, Inc., a Virginia non-profit corporation and its successors and assigns.

(b) "Greywalls" when used herein shall refer to the lands in Powhatan 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 Powhatan County Planning Commission and is in the office of the Powhatan Community Development Department.

(c) "Proprietors" shall refer to The Reed's Landing Corporation and Oliver D. Rudy, Trustee, their successors and assigns.

(d) The "Properties" shall mean and refer to the Existing Property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions of Article II hereof.

(e) "Residential Lot" shall mean any subdivided parcel of land located within the Properties for which no building permit has been issued by the appropriate governmental authorities and which parcel is intended for use as a site for a Single Family Detached Dwelling as shown upon any recorded final subdivision map of any part of the Properties. No parcel shall, however, be classified as a Residential Lot until the first day of the quarter of the year following the recording of a plat in the Clerk's Office of the Circuit Court of Powhatan County, Virginia, showing such Residential Lot.

(f) "Unsubdivided Land" shall mean and refer to all land in the Existing Property described in Article II hereof and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions of Article II hereof which has not been subdivided into Residential Lots. For the purposes of this Declaration, the following classifications of Property shall not be deemed "Unsubdivided Land" and shall be expressly excepted from the definition thereof:

(1) All lands committed to the Association through express, written notification by the Proprietors to the Association of intent to convey to the Association;

(2) All lands designated on the Master Plan for intended use, or by actual use if applicable, for outdoor recreation facilities; operating farms and/or animal pastures; woodland marsh and swamp conservancies.

(3) All lands designated, in any way, as Common Properties.

(g) "Family Dwelling Unit" shall mean and refer to any improved property or any property for which a building permit has been issued by the appropriate governmental authorities, which property is intended for use as a Single Family Dwelling.

(h) "Owner" shall mean and refer to the Owner as shown by the Real Estate Records in the Clerk's Office of the Circuit Court of Powhatan County, Virginia, whether it be one (1) or more persons, firms, associations, corporation, or other legal entities, of fee simple title to any Residential Lot situated upon the Properties but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to the mortgagee or holder of a deed of trust, its successors or assigns, unless and until such mortgagee or holder of a deed of trust has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of and Owner. In the event that there is recorded in the Office of the Clerk of the Circuit Court of Powhatan County, Virginia, a long-term contract of sale covering any Lot or Parcel of land within the Properties, the Owner of such Lot or Parcel of land shall be the Purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the Purchaser is required to make payments for the Property for a period extending beyond nine (9) months from the date of the contract, and where the Purchaser does not receive title to the Property until such payments are made, although the Purchaser is given the use of said Property.

(i) "Tenant" shall mean and refer to the lessee under a written agreement for the rent and hire of a Dwelling Unit.

(j) "Resident" shall mean and refer to each Owner and Tenant of a Dwelling Unit who resides in Greywalls.

(k) "Member" shall mean and refer to all those Owners and Tenants who are Members of the Association as defined in Section 1 of Article III.

(l) "Master Plan" shall mean and refer to the drawing which represents the conceptual plan for the future development of Greywalls. Since the concept of the future development of Greywalls is subject to continuing revision and change by the Proprietors, present and future references to the "Master Plan" shall be references to the latest revision thereof. Said plan is on file in the Powhatan County Department of Community Development.

(m) "Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are deeded to the Association and designated in said deed as "Common Properties." The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated a "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the Proprietors, Residents, and their guests, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association.

(N) "Referendum" shall mean and refer to the power of all or some specific

portion of the Members to vote by mailed ballots on certain actions by the Board of Directors of the Association more particularly set forth herein including, without limitation; the levy of any Special Assessment; the levy of any Capital Assessment; the increase of the maximum regular annual assessment in excess of that provided for herein; and the addition and deletion of functions or services which the Association is authorized to perform. In the event fifty-one (51) percent of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members, provided, however, that if a higher percentage required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance.

## ARTICLE II

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these Covenants is described as follows:

All that tract or parcel of land, situate, lying and being in Powhatan County, Virginia, which is more particularly described in Exhibit "A" attached hereto and by specific reference made a part hereof.

All of the real property hereinabove described shall sometimes be referred to herein as the "Existing Property."

The Proprietors intend to develop the Existing Property in accordance with a Master Plan filed with the Powhatan County Planning Commission. The Proprietors reserve the right to review and modify the Master Plan at their sole option from time to time based upon their continuing research and design program. The Master Plan shall not bind the Proprietors, their successors and assigns to adhere to the Master Plan in the development of the land shown thereon. Subject to their right to modify the Master Plan as stated herein, the Proprietors shall convey to the Association properties designate for such conveyance and, in addition, may at their option convey to the Association as provided in Article IV those parcels of land designated on the Master Plan as properties which may be transferred to the Association, as, in the reasonable exercise of their discretion, they so choose without regard to the relative location of such portions or sections within the overall plan. Once conveyed to the Association, these properties shall become Common Properties. The Proprietors shall not be required to follow any predetermined sequence or order of improvements and development; and, they may bring within the plan of these Covenants additional lands, and develop the same before completing the development of the Existing Property. Other than as stated in this paragraph, the Proprietors shall have full power to add to, subtract from, or make changes in the Master Plan regardless of the fact that such actions may alter the relative maximum potential voting strength of the various types of membership of the Association.

Section 2. Additions to Existing Property. Additional lands may become subject to, but not limited to, this Declaration in the following manner:

(a) Additions. During the period of development, the Proprietors, their successors, and assigns, shall have the right, without further consent of the Association to bring additional contiguous property within the plan and operation

of this Declaration. The additions authorized under this and the succeeding subsection, shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the Covenants and Restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and/or modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Proprietors, 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 on the property described in Section 1, Article II above.

(b) Additional contiguous lands which become subject to this Declaration under the provisions of this Section II may in the future be referred to as part of Greywalls.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner and Tenant shall be a Member of the Association. The Proprietors shall be Members of the Association. Every Owner shall be required to submit the name(s) of his Tenants and the duration of their tenancy to the Secretary of the Association. The Association may issue to each Member a membership card which shall expire upon termination of a Tenant's Lease or upon sale by an Owner of his property in Greywalls.

Section 2. Voting Rights. The Association shall have two (2) types of regular voting membership and one (1) type of special voting membership which provides the Owners with the power to elect a portion of the Board of Directors:

TYPE "A": Type "A" Members shall be all Owners, including the Proprietors, their successors and assigns, of Residential Lots, and/or Tenants occupying Family Dwelling Units. A Type "A" Member shall be entitled to two (2) votes except that if a Family Dwelling Unit is occupied by a Tenant as his principal residence, the Owner shall be entitled to one (1) vote and the Tenant shall be entitled to one (1) vote.

TYPE "B": The Type "B" Member shall be the Proprietors. The Type "B" Member shall be entitled to cast votes for the election of Members of the Board of Directors as set out in Section 4 of this Article III.

When any property entitling the Owner to membership as a Type "A" or "B" Member of the Association is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, their acts with respect to voting shall have the following effect:

- (1) If only one (1) votes, in person or by proxy, his act shall bind all;
- (2) If more than one (1) vote, in person or by proxy, the act of the majority so voting shall bind all;
- (3) If more than one (1) vote, in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled to its proportionate share of vote or votes;
- (4) If the instrument or order filed with the Secretary of the Association shows that any such Tenancy is held in unequal interest, a majority or even split under subparagraphs (2) and (3) immediately above shall be a majority or even split in interest in the property to which the vote(s) is attributable;
- (5) The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections and for the purpose of ascertaining the presence of a quorum.

The voting rights of any Owner may be assigned by said Owner to his lessee; provided, however, that the Owner may not assign to such lessee any vote or votes not attributable to the property actually leased by such lessee.

Section 3. Governance. The Association shall be governed by a Board of Directors consisting of three (3), five (5), or seven (7), members. Initially, the Board shall consist of three (3) members, with the number and terms of such Directors in subsequent years to be determined in accordance with the provisions of the Articles of Incorporation of the Association. Except as may be otherwise provided in the Articles of Incorporation, there shall be two (2) classes of Directors.

Section 4. Election of the Board of Directors. (a) Each Member of Type "A" and "B" Membership class shall be entitled to as many votes as equals the number of votes he is entitled to, based on his Ownership of or Tenancy in a residential lot or dwelling unit as computed by the formula set out hereinabove in Section 2 hereof, multiplied by the number of Directors to be elected by Type "A" Members. Members may cast all of such votes for any one (1) director or may distribute them among the number to be elected by Type "A" Members, or any two (2) or more of them, as he may see fit, provided, however, that all votes must be cast in whole numbers and not fractions thereof. This right, when exercised, is termed cumulative voting. Members, except the Type "B" Membership, are divided into classes for the sole purpose of computing voting rights and shall not vote as a class.

(b) The Type "A" members shall elect the Class I Director(s) and Type "B" members shall elect the Class II Director(s) according to the following formula:

(1) The number of Class I Directors shall be determined by (a) dividing the number of Residential Lots owned by Type "A" members by 200, and (b) then multiplying the resulting quotient by the total number of Directors and (c) rounding the result to the nearest whole number, e.g., 1.51 = 2, e.g., 1.49 = 1. In any event, there shall be at least one (1) Class I Director.

(2) The number of Class II Directors shall be determined by subtracting the number of Class I Directors from the total number of Directors.

(3) For the purposes of this formula, the number of Residential Lots owned by Type "A" members shall be determined by the Board of Directors as of the date on which notice of the meeting of the members at which the Board of Directors is to be elected is mailed.

Section 5. Members to Have Power of Referendum in Certain Instances. Where specifically provided for herein, the Members, or some specific portion thereof, shall have the power to approve or reject certain actions proposed to be taken by the Association by Referendum including, without limitation, the levy by the Association of any special assessment, or any capital assessment, the increase of maximum assessments by the Association in excess of that provided for herein, and the addition or deletion of functions or services which the Association is authorized to perform. In the event sixty-six (66) percent, or more, of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions therefor. At any time that the Type "A" Members have the ability to elect a majority of the Board of Directors, the Members may require a Referendum on any action of the Board of Directors by presenting to the Secretary of the Board within thirty (30) days of the taking of such action or ratification by the Board of its intent to take such action a petition signed by not less than twenty-five (25%) percent of the Members.

Section 6. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast twenty-five (25) percent of the total vote of the Membership shall constitute a quorum. In the event the required quorum is not present at the first meeting, a second meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such second meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article III, Section 6, and any other requirements for such "duly called meeting" which may be established by the By-Laws of the Association. This provision shall not apply when the proposed action is the Amendment of this Declaration and the quorum requirement established by Article VIII, Section 2 shall govern in that instance. For the purpose of this section, "proper notice" shall be deemed to be given when given each Member not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

Section 7. Proxies. All Members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing, provided,

however, that proxies shall not be required for any action which is subject to a Referendum, in which case the votes of all the Members polled shall be made by specifically provided ballots mailed or delivered to the Association.

Section 8. Ballots by Mail. When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association, a statement of certain motions to be introduced for vote of the Members and a ballot on which each Member may vote for or against the motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out in Section 6 of this Article III. Provided, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES:

Section 1. Members' Easements of Enjoyment in Common Properties. Subject to the provisions of these Covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every Type "A" and Type "B" Member, and every guest of such Type "A" and Type "B" Member shall have a right of easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Residential Lot or any Unsubdivided Land.

Employees of the Type "B" Member shall have access to and enjoyment of the Common Properties subject to rules and regulations and user fees established by the Board of Directors.

A Member's spouse and children who reside with such Member in Greywalls shall have the same easement of enjoyment hereunder as a Member.

In those instances where a residential lot or residential Dwelling Unit or other property in Greywalls is owned or occupied as a Tenant by two (2) or more persons (who do not have the relationship of spouse, parent, or child, one to the other) or by a corporation, such joint owners and corporations shall annually appoint no more than three (3) persons as the "Primary Members." Such Primary Members shall have the same easement of enjoyment in the Common Properties as Members who own or occupy such property singularly.

Section 2. Title to Common Properties. The Proprietors covenant for themselves, their successors and assigns, that they shall convey to the Association, at no cost to the Association, by deed those parcels of land and facilities described in Section 4 of this Article IV hereof, within two (2) years after the Proprietors have completed improvements thereon, or when said proprietors have transferred legal or equitable ownership of at least 75% of the lots within the subdivision, if such be required unless otherwise specified herein. Upon such conveyance, or upon completion of any improvements thereon by the Proprietors, if such be required, such that the facility is functionally complete, the Association shall immediately become responsible for all maintenance, operation and such additional construction of improvements as may be authorized by the Association's Board of Directors subject to the Declaration of Rights, Restrictions, Affirmative

Obligations, and Conditions Applicable to all Property in Greywalls. It is the purpose of this provision to provide that the Association shall be responsible for all maintenance of Common Properties upon which all improvements required to be made by the Proprietors have been completed, notwithstanding the fact that the Proprietors are not obligated to convey such properties to the Association until two (2) years after such improvements have been completed thereon unless otherwise specified herein.

Natural areas, trail areas, etc. shall be conveyed in large or small parcels from time to time after the Proprietors have completed the surveying and platting of all adjacent subdivisions for Single Family Homes which may abut such natural areas, trail areas, etc. The Proprietors covenant for themselves, their successors and assigns, that it shall convey by deed to the Association all such properties within two (2) years of notification to the Association, in writing, of their intent to convey such properties, provided, however, that in the case of Common Properties upon which improvements are required to be made by the Proprietors, such notification of "intent to convey" shall not be deemed to be made until such time as the improvements have been completed such that the facility is functionally complete. Such notification will not normally show metes and bounds and, in any event, the metes and bounds are shown on the recorded plat and deed to the Association shall govern. All said parcels of land may be conveyed to the Association subject to:

- (1) All Restrictive Covenants of record at the time of the conveyance.
- (2) All existing mortgages; and
- (3) A reservation by the Proprietors of the right to substitute or add new mortgages thereon, provided, however, that in no event shall the Association be obligated to assume the payment of principal or interest on any such mortgages. The obligation to make payments of principal and interest in accordance with their due dates on all mortgages affecting property conveyed to the Association shall continue to be the sole obligation of the Proprietors. Notwithstanding anything in the foregoing to the contrary the Proprietors shall not be required to convey the above referred to parcels where such conveyance would be prohibited under agreements existing on the date hereof, but, in such case, shall be allowed to postpone such conveyance, without penalty, until such time as said prohibition may be nullified.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its By-Laws, to borrow money from the Proprietors or any lender for the purpose of improving and/or maintaining the Common Properties, and providing services authorized herein and in aid thereof mortgage said properties.

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosures; and

(c) The right of the Association, to suspend the rights and easements of enjoyment of any Member or Tenant or Guest of any Member for any period during which the payment of any assessment against property owned by such Member remains



delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment, and, provided that the Association shall not suspend the right to use any roads belonging to the Association subject to the rules, regulations and fees, if any, established by the Association for such use.

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties and any facilities included therein, a road assessment for the use of any roadways belonging to the Association, provided, however, that such rights of the Association shall not be construed to impair or qualify an Proprietors rights of ingress and egress to his property.

(e) The Board of Directors of the Association shall further have the power to place any reasonable restrictions upon the use of the Association's roadways, subject to an Owner's or Resident's right of ingress and egress, including, but not limited to the types and sizes of vehicles permitted to use said roads, the maximum and minimum speeds of vehicles using said road, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of the roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Properties shall not make such restrictions unreasonable.

(f) The right of the Proprietors or the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility or drainage easements on any part of the Common Properties.

(g) The right of the Association to give or sell all or any part of the Common Properties to any public agency, authority, public service district, utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedication, transfers and determinations as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established by Article III, Section 6, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership.

Section 4. The Proprietors covenant for themselves, their successors and assigns, that, unless otherwise designated on the Master Plan or herein, prior to 2015, they shall convey the Association, by deed, certain properties designated on the Proprietors' Master Plan as "Open Space" including the properties listed below. Such conveyance shall be subject to all the restrictions and limitations of the various Articles of this Declaration, and any other restrictions and limitations of

record and shall include the following:

(a) As Common Properties. There shall (unless otherwise specified) be conveyed to the Association without charge by the Proprietors:

(1) Any private community roads and rights-of-way thereof within the properties which connect Residential Lots and Family Dwelling Units to public roads or highways;

(2) The Proprietors may but shall not be required to convey to the Association additional Open Space when in their sole discretion they deem it advisable to do so.

ARTICLE V  
COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Proprietors covenant, and each Owner of any Residential Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (a) Annual Assessments or charges, which assessment shall take into account and consider the road assessment as hereinafter established and (b) Special Assessments or charges for the purposes set forth in this Article, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Lot and/or Family Dwelling Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Assessments. The Annual Assessment levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement and operation of the Common Properties including the streets, roads, lanes and/or avenues and to provide services which the Association is authorized to provide.

Section 3. Application of "Maximum" Assessment. The Maximum Regular Annual Assessment, as set forth in the schedule hereinbelow, and as is annually increased pursuant to the provisions of subparagraph (k) below, shall be levied by the Association. If, however, the Board of the Association, by majority vote, determines that the important and essential functions of the Association (other than the required Road Fund Assessment) may be properly funded by an assessment less than the Maximum Regular Annual Assessment, it may levy such lesser assessment. Provided, however, so long as the Proprietors are engaged in the development of properties which are subject to the terms of this Declaration, the Association may not reduce assessments below those set out in Section 3(a) immediately below without the written consent of the Proprietors. The levy of an assessment less than the Maximum Regular Annual Assessment in one (1) year shall not affect the Board's right

to levy an Annual Assessment equal to the Maximum Regular Annual Assessment equal to the Maximum Regular Annual Assessment in subsequent years. If the Board of Directors shall levy less than the Maximum Regular Annual Assessment for any assessment year and thereafter, during such assessment year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by majority vote, levy a Supplemental Assessment. In no event shall the sum of the initial and supplemental annual assessments for that year exceed the applicable Maximum Regular Annual Assessment.

If the Board of the Association, by majority vote, determines that the important and essential functions of the Association will not be properly funded in any one (1) year or in any one (1) year and all subsequent years, it may call a Referendum requesting approval of a specified increase in the Maximum Regular Annual Assessment for either one (1) year only, or for that one (1) year and all subsequent years. Should fifty-one (51%) percent of the votes cast in such Referendum be in favor of such Referendum, the proposed increased Maximum Regular Annual Assessment shall be deemed approved and may be levied by the Board. An increase in the Maximum Regular Annual Assessment for one (1) year only pursuant to a Referendum taken shall in no way affect the Maximum Regular Annual Assessment for subsequent years or increases thereof in subsequent years.

(a) The Maximum Regular Annual Assessment which includes the required Road Assessment shall be the sums calculated in accordance with the following schedule, as may be increased in each instance by an inflation adjuster as set forth in Section 3(k) of this Article and as may be increased pursuant to referendum, as set forth immediately above:

<u>Property Type</u>	<u>Maximum Regular Annual Assessment</u>
Residential Lots with Dwellings	\$600.00
Residential Lots without Dwellings	\$300.00
Unsubdivided Land	\$25.00 per acre

(b) Property shall not be classified for purposes of these Covenants, and these Annual Assessments as a Residential Lot, until the first day of the quarter of the year following the recording of a plat in the Clerk's Office of the Circuit Court of Powhatan County, Virginia, showing such Residential Lot.

(c) The Board of Directors of the Association shall determine the amount of the road assessment required for use of any roadway it may own provided, however, that such assessment shall be a part of the annual assessment or charge defined in Article V of these Covenants, and further that said road assessment shall be limited to an amount which generates sufficient sums to cover the cost to construct, repair, rehabilitate, resurface and otherwise maintain said roadways; to provide for the maintenance and clean up of rights of way including snow removal; and to provide drainage along said roadways.

(d) In establishing the annual budgetary requirements for the road services required herein and set forth in paragraph (c) above, the Association shall establish a Road Fund to which there shall be contributed annually by the members and by the Proprietors as set forth herein, not less than \$3,000.00 per mile of

improved roadways owned by the Association. This fund shall be used for the road purposes hereinabove set forth. Any amount remaining in said road fund at the end of any budgetary year shall remain in said road fund from year to year. If the Road Fund required herein reaches an amount equal to \$45,000.00 per mile of improved roadways owned by the Association, the Association shall then be authorized, if it deems it in the best interest of the Corporation, to reduce the Road Fund Portion of the Maximum Regular Annual Assessment to an amount per Type "A" Members which will produce less than \$3,000.00 per mile of improved roadways.

(e) In addition to paying the Maximum Regular Annual Assessment as set forth above as to those lots for which the Proprietors are liable, the Proprietors shall contribute each year until the recordation of the 51 lots in Greywalls an amount established according to the following formula:

50 less the number of recorded lots on the date of each annual assessment multiplied by \$300.00.

(f) Upon the recordation of the 51 lots in Greywalls, the Proprietors obligation under paragraph (e) above shall terminate and their obligation shall be limited to the Maximum Regular Annual Assessment as hereinabove established.

(g) The provisions of Section 3(k) of this Article shall be expressly applicable to paragraphs (d) and (e) of Section 3 of this Article.

(h) Assessments shall be billed annually, quarterly, monthly, in advance, or on such other basis as may be determined by the Board of Directors. The billing schedule shall be the same for all properties of a specified category, however, the Board of Directors, in its discretion, may establish different schedules for the billing of assessments due from different categories of property. All assessment bills shall be due and payable ninety (90), thirty (30), or fifteen (15) days from the date of mailing of same as determined by the Board of Directors unless the Board of Directors elects to utilize a Billing Agent in which event the Billing Agent shall set the date on which assessment bills shall be due and payable.

(i) The Board of Directors may authorize a Billing Agent to collect the Assessments provided for herein.

(j) All assessment charged by the Association shall be rounded off to the nearest dollar.

(k) From and after January 1, 1996, the Maximum Regular Annual Assessment shall be increased each year by the Board of Directors of the Association by an amount of ten (10%) percent per year over the previous year, or the percentage increase between the first month and the last month on an annual assessment period in the Consumer Price Index, U.S. City Average, All Items (1967-100) (hereafter "C.P.I.") issued by the U. S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U. S. City Average and Selected Areas" whichever of these two percentage figures is larger. If the Board of Directors so determines, the Maximum Regular Annual Assessment may be increased less than the larger of the two percentage figures described immediately above, but not without the consent of the Proprietors so long as the Proprietors are engaged in the development of properties which are subject to the terms of this Declaration. The Board of

Directors may adopt another index or indicator of inflation which it deems more appropriate but the consent of the Proprietors shall be required so long as the Proprietors are engaged in the development of properties which are subject to the terms of this Declaration.

It is expressly understood that the provisions of this subsection (k) of this Section 3 of Article V shall apply to the road assessment referred to in this Section 3, Article V.

Section 4. Special Assessments for Improvements and Additions. In addition to the Maximum Regular Annual Assessment authorized by Section 3 hereof, the Association may levy Special Assessments, for the following purposes:

(a) Construction or reconstruction, repair or replacement of capital improvements upon the Common Properties including the necessary fixtures and personal property related thereto;

(b) For additions to the Common Properties.

(c) To provide for the necessary facilities and equipment to offer the services authorized herein;

(d) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein;

(e) Such assessment before being charged must have received the assent of two-thirds (2/3s) of the votes of the Members, exclusive of the Proprietors' votes, responding to a mail Referendum within thirty (30) days of mailing. The mail Referendum shall include one (1) statement from the Directors favoring the special assessment and one (1) statement from those Directors opposing the special assessment containing the reasons for those Directors' support and opposition for the assessment. Neither statement shall exceed five (5) pages in length.

This provision shall be interpreted to mean that the Association may make in any one (1) year an Annual Assessment up to the maximum set forth in Section 3 of this Article V, plus an additional Special Assessment. Such Special Assessment in any one (1) year may not exceed a sum equal to the amount of the Maximum Regular Annual Assessment for such year except for emergency or repairs required as a result of storm, fire, natural disaster, or other casualty loss. The fact that the Association has made an Annual Assessment for an amount up to the Maximum Regular Annual Assessment shall not affect its right to make a Special Assessment during the year.

The proportion of each Special Assessment to be paid by the Owners of assessable property shall be equal to the proportion of the Annual Assessments made for the assessment year during which such Special Assessments are approved by the Members.

Section 5. Reserve Funds. The Association shall establish a road reserve fund and may establish reserve funds from its Annual Assessments to be held in reserve in an interest drawing account or investments as a reserve for:

(a) Major rehabilitation or major repairs:

(b) For emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss, and;

(c) Initial costs of any new service to be performed by the Association;

Section 6. Quorum for any Action Authorized Under This Article. The quorum required for any action authorized to be taken by the Association Members under this Article shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Article the presence at the meeting of Members or proxies entitled to cast twenty-five (25%) percent of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and there shall be no quorum requirement.

Section 7. Date of Commencement of Annual Assessments. Due Date. Notwithstanding anything in the foregoing to the contrary, the Annual Assessments provided for herein shall commence no earlier than January 1, 1996.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the Assessment against each Residential Lot and shall, at that time, direct the preparation of an index of the properties and assessments applicable thereto which shall be kept in the Office of the Association and which shall be open to inspection by any Member. Written notice of assessment shall thereupon be sent to every Member subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said Assessment a certificate in writing signed by an Officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any Assessment therein stated to have been paid. If the Board of Directors authorizes a Billing Agent to collect assessments, the Certificate of the said Billing Agent shall be conclusive evidence against all but the Owner, of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If the Assessment is not paid on or before the past due date as determined and established by the Board of Directors of the Association, then such Assessment shall become delinquent and shall (together with interest thereon at the maximum annual rate permitted by law from the due date and cost of collection thereof as hereinafter provided) become a charge and continuing lien on the land and all improvements thereon, against which each such Assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, tenants, and assigns.

If the assessment is not paid within thirty (30) days after the past due date, the Association may bring an action at law against the Owner personally and there shall be added to the amount of such assessment the costs of preparing the filing of the complaint in such action, and in the event a judgment is obtained, such

judgment shall include interest on the assessment as above provided and a reasonable attorney's fee together with the costs of the action.

If the Board of Directors of the Association elects to utilize a Billing Agent to collect assessments, interest which shall accrue on past-due sums shall be maximum interest rate which such agent may lawfully charge.

Section 10. Subordination of the Lien to Deeds of Trust. The Lien of the assessments provided for herein shall be subordinate to the lien of any deed or deeds of trust now or hereafter placed upon the properties subject to the assessment. In the event a creditor acquires title to the property pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, said creditor shall not be subject to assessments. Such sale or transfer shall not relieve such property from liability for any assessments accruing after conveyance by the creditor to a subsequent Owner.

Section 11. Exempt Property. The following property, individuals, partnerships or corporations, subject to this Declaration shall be exempted from the assessment, charge and lien created herein:

(a) The grantee in conveyances made for the purpose of granting utility easements;

(b) All lands committed to the Association through express, written notification by the Owners to the Association of intent to convey to the Association;

(c) All lands designated on the Master Plan for intended use, or by actual use if applicable, for outdoor recreation facilities; operating farms and/or animal pastures; woodland, marsh and swamp conservancies.

(d) All lands designated, in any way, as Common Properties;

(e) Property which is used for the maintenance, operation, and service of facilities within Common Properties;

(f) Property which is used for the maintenance, operation, and service of utilities within the Properties;

(g) Property which is acquired by a creditor pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, provided, however, that such property shall not be exempted from liability for any assessments accruing after conveyance by the creditor to a subsequent Owner.

Section 12. Annual Statements. The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association, provided, however, that this requirement shall be construed to apply only to creditors of more than One Thousand No/100

(\$1,000.00) Dollars. Such Officer shall furnish to each Member of the Association who may make request therefor in writing, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

Section 13. Annual Budget. The Board of Directors shall prepare and make available to all Members, at least sixty (60) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.

## ARTICLE VI

### FUNCTIONS OF ASSOCIATION

Section 1. Ownership and Maintenance of Common Properties. The Association shall be authorized to own and/or maintain (subject to the requirements of the Planning Commission of Powhatan County, Virginia) Common Properties; equipment, furnishings, and improvements devoted to the following uses:

(a) For roads or roadways, and parkways along said roads or roadways throughout the Properties. The streets, roads and lanes and/or avenues, in Greywalls are to be private, and shall be maintained by the Greywalls 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 Powhatan 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.

(b) For sidewalks, walking paths or trails, bicycle paths, and bridle paths throughout the properties;

(c) For security and fire protection services including security stations, maintenance building and/or guardhouses, police equipment and fire fighting equipment, and buildings used in maintenance functions;

(d) For providing any of the services which the Association is authorized to offer under Section 2 of this Article VI;

(e) For purposes set out in deeds by which Common Properties are conveyed to the Association, provided that such purposes shall be approved by the Members of the Association as set out in Section 3 of this Article VI;

(f) For lakes, play fields, tennis and swimming facilities, historic parks, wildlife areas, fishing facilities, other recreational facilities of any nature, and community meeting facilities serving the Properties; and

(g) For water and sewage facilities and any other utilities, if not adequately provided by a private utility, Powhatan County or some other public body.

Section 2. Services. The Association shall be authorized (unless prohibited by requirements of the Planning Commission of Powhatan County, Virginia) but not required to provide the following services:



- (a) Cleanup and maintenance of all roads, roadways, roadway medians, parkways, lakes and other Common Properties, within the Properties and also all public properties which are located within or in a reasonable proximity to the Properties such that their deterioration would affect the appearance of the Properties as a whole;
- (b) Landscaping of roads and parkways, sidewalks and walking paths and any Common Properties;
- (c) Lighting of roads, sidewalks and walking paths throughout the Properties;
- (d) Police protection and security, including, but not limited to the employment of police and security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Existing Property, and assistance in the apprehension and prosecutions of persons who violate the laws of Virginia within the Properties;
- (e) Fire protection and prevention;
- (f) Garbage and trash collection and disposal;
- (g) Insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the state and local governments;
- (h) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document;
- (i) Maintenance of all lakes and lagoons located within the properties, including the stocking of such lakes and lagoons;
- (j) To take any and all actions necessary to enforce all Covenants and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any Covenants or restrictions applicable to the Properties;
- (k) To set up and operate an Architectural Review Board in the event that the Association is designated by the Proprietors as the agent of the Proprietors for such purpose;
- (l) Improvement of fishing available to Members within the Properties;
- (m) To conduct recreation, sport, craft, and cultural programs of interest to Members, their children and guests;
- (n) To provide legal and scientific resources for the improvement of air and water quality within the Properties;
- (o) To provide safety equipment for storm emergencies;

(p) To construct improvements on Common Properties, for use for any of the purposes or as may be required to provide the services as authorized in this Article;

(q) To provide administrative services, including, but not limited to: legal, accounting and financial; and communication services informing Members of Activities, Notices of Meetings, Referendums, etc., incident to the above listed services;

(r) To provide liability and hazard insurance covering improvements and activities on the Common Properties;

(s) To provide water, sewage and any necessary utility services not provided by a public body, private utility or the Proprietors.

Section 4. Obligation of the Association. The Association shall not be obligated to carry out or offer any of the functions and services specified by the provisions of this Article except for the road maintenance authorized in Section 2 of this Article VI, and defined more particularly in Article IV, Section 3(e) and Article V, Section 3(c) herein. The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. Special Assessments shall be submitted for Referendum as herein provided. The functions and services which the Association is authorized to carry out or to provide, may be added or reduced at any time upon the affirmative vote of two-thirds (2/3s) or more of those voting in a Referendum within Class "A" Members conducted by the Board of Directors under the same procedures as for a Special Assessment.

Section 5. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its authorized functions. The Proprietors may, but shall not be required to make loans to the Association, subject to approval by the Proprietors of the use to which such loans will be repaid. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the limits of the Regular Annual Assessment at any time there are outstanding amounts due the Proprietors as repayment of any loans made by the Proprietors to the Association.

#### ARTICLE VII

##### ARCHITECTURAL CONTROL

Section 1. Architectural Review. No building, wall, fence, swimming pool, or other structure shall be commenced, erected, or maintained upon the Common Properties, nor shall any landscaping be done, nor shall any exterior addition to any existing structure or change or alteration therein, be made until the plans and specifications therefor showing the nature, kind, shape, height, materials and location of the same shall have been 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 the Architectural Review Board. This paragraph shall

not apply to any property utilized by a governmental entity or institution.

The Architectural Review Board shall be composed of at least three (3) but not more than seven (7) Members, all of whom shall be appointed by the Board of Directors of the Association. At least one (1) Member of the Association other than the Proprietors shall be a Member of the Architectural Review Board at all times.

### ARTICLE VIII

#### GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Proprietors or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period, this Declaration may be extended for successive additional periods if three-fourths (3/4) of the votes cast at a duly held meeting of the Association vote in favor of extending this Declaration at the end of its current term. The length of each such extension shall be established by such vote. It shall be required that written notice of any meeting at which such a proposal to extend this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each member at least thirty (30) days in advance of said meeting. In the event that the Members of the Association vote to extend this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the Resolution of Extension adopted by the Association, the date of the meeting of the Association at which such Resolution was adopted, the date that Notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the 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. Said certificate shall be recorded in the Clerk's Office of the Circuit Court of Powhatan County, Virginia and may be relied upon for the correctness of the facts contained therein as they relate to the extension of this Declaration.

Section 2. Amendments. The Proprietors specifically reserve right to Amend this Declaration or any portion hereof, on their motion, from the date hereof until December 21, 1999, so long as the voting power of existing Members is not diluted thereby, nor the amounts of assessments of such existing Members raised or changed in any manner which would adversely affect such Members. Thereafter, the procedure for Amendment shall be as follows:

All proposed Amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approval if two-thirds (2/3s) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above the President and Secretary of the Association 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 Association at which such Amendment was adopted), the date of the meeting of the Association at which such Amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the Amendment, the total number of votes cast in favor of such Amendment and the total number of votes cast against the Amendment. Such Addendum shall be recorded in the Clerk's Office of the Circuit Court of Powhatan County, Virginia.

So long as the Proprietors, as the Type "B" Member, are entitled to elect a majority of the Members of the Board of Directors of the Association, no Amendment of this Declaration shall be made without the consent of the Proprietors.

The quorum required for any action authorized to be taken by the Association under this Section 2 shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Section 2, the presence at the meeting of the Members or proxies entitled to cast twenty-five (25%) percent of the total vote of the Membership shall constitute a quorum. If the require quorum is not present at any such meeting, subsequent meetings may be called for the purpose of taking such action, subject to the giving of proper notice, and there shall be no quorum requirement for such subsequent meetings.

All amendments must be approved by the Powhatan County Planning Department before they shall become effective.

Section 3. Notices. Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the address appearing on the Association's Membership list. Notice to one (1) of two (2) or more co-owners or co-tenants of a Residential Lot or Family Dwelling Unit, shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 4. Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any Covenant or Restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these Covenants; and failure by the Association or any Member or the Proprietors to enforce any Covenant or Restriction herein contained for any period of time shall in no event be deemed a waiver of estoppel of the right to enforce same thereafter.

Section 5. 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 judgement shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions, and to construe and interpret its provisions, and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration of Covenants and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 8. 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:

(a) The Zoning Ordinance of the County of Powhatan, Virginia, and the rules and regulations promulgated thereunder, as may from time to time hereafter be amended or modified;

(b) The Master Plan for the development of Greywalls as approved by the Planning Commission of the County of Powhatan as may from time to time hereafter be amended or modified.

Section 9. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Proprietors contemplated under this Declaration, 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 and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted, or withheld.

Section 10. Termination of Association. In the event the Greywalls Community Association, Inc. ceases to exist or function, or in the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within ten (10) years of the date of recording this Declaration, all Common Properties (including the Road Fund previously established herein) belonging to the Association at the time of such adjudication shall revert to the Proprietors, and the Proprietors shall own and operate said Common Properties as Trustee for use and benefit of Proprietors within the Properties as set forth below. If said adjudication shall occur on a date more than ten (10) years after the date of recording of this Declaration, or if the

Members of the Association should vote not to renew and extend this Declaration as provided for in Article VIII, Section 1, all Common Properties (including the Road Fund previously established herein) owned by the Association at such time shall be transferred to a Trustee appointed by the Circuit Court of Powhatan County, Virginia, which Trustee shall own and operate said Common Properties for the use and benefit of Owners within the Properties as set forth below:

(a) Each Lot or Parcel of land located within the Properties shall be subject to an Annual Assessment which shall be paid by the Owner of each such Lot or Parcel to the Proprietors or Trustee, whichever becomes the successor in title to the Association. The amount of such Annual Assessment and its due date shall be determined solely by the Proprietors or the Trustee, as the case may be, but the amount of such Annual Assessment on any particular Lot or Parcel shall not exceed the amount actually assessed against that Lot or Parcel in the last year that assessments were levied by the Association, subject to the adjustments set forth in subparagraph (b) immediately below;

(b) The Maximum Regular Annual Assessment which may be charged by the Proprietors or Trustee hereunder on any particular Lot or Parcel may be automatically increased each year by an amount of ten (10%) percent or the percentage increase between the first month and the last month of the annual assessment period in the Consumer Price Index, U. S. City Average, All Items (1967-100) (hereinafter "C.P.I.") issued by the U. S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U. S. City Average and Selected Areas", whichever of these two (2) percentage figures is larger. The actual amount of such increase in the Maximum Regular Annual Assessment on a Lot or Parcel for the previous year multiplied by the larger of the two (2) percentage factors set forth above. If the C.P.I. is discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

(c) Any past due Annual Assessment together with interest thereon at the maximum annual rate allowed by law from the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Owner at the time the Annual Assessment became past due, and it shall also constitute and become a charge and continuing lien on the Lot or Parcel of land and all improvements thereon, against which the Assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

(d) The Proprietors, or the Trustee, as the case may be, shall be required to use the funds collected as Annual Assessments for the operation, maintenance, repair and upkeep of the Common Properties. The Proprietors or Trustee may charge as part of the cost of such functions the reasonable value of their services in carrying out the duties herein provided. Neither the Proprietors nor the Trustee shall have the obligations to provide for operation, maintenance, repair and upkeep of the Common Properties once the funds provided by the Annual Assessment have been exhausted.

(e) The Proprietors shall have the right to convey title to the Common Properties, and to assign their rights and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges their acceptance of the duties imposed hereby.

(f) The Trustee shall have the power to dispose of the Common Properties free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by fifty-one (51%) percent of the Owners of property within the Properties or in the alternative shall be found to be in the best interest of the Owners of property within the Properties by the Circuit Court of Powhatan County, Virginia. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties; then for the payment of any obligations incurred by the Trustee in the operation, maintenance repair and upkeep of such Properties, then for the payment of any obligations distributed among the Owners of property within the Properties, exclusive of the Trustees, in a proportion equal to the portion that the Maximum Regular Annual Assessment on property owned by a particular Owner bears to the total Maximum Regular Annual Assessments for all property located within the Properties.

Dated this 25<sup>th</sup> day of March, 1994.

The Reed's Landing Corporation

By J. K. Timmons (SEAL)  
President

Oliver D. Rudy, Trustee (SEAL)  
OLIVER D. RUDY, Trustee under a certain trust agreement dated JANUARY 11, 1994

GREYWALLS COMMUNITY ASSOCIATION, INC.

By J. K. Timmons (SEAL)  
President

ATTEST: James H. Anthony (SEAL)  
Secretary

(CORPORATE SEAL)

EXHIBIT A

ALL those certain pieces or parcels of land lying and being in the Spencer Magisterial District, Powhatan County, Virginia, containing 124.2 acres, more or less, all as shown on a plat dated March 2, 1994, made by J. K. Timmons & Associates, P.C., entitled COMPILED PLAT SHOWING SIX PARCELS OF LAND CONTAINING 124.2 ACRES, MORE OR LESS, LYING ON THE SOUTH LINE OF STATE ROUTE NO. 711, a copy of which is attached to and made a part of a certain Declaration of Affirmative Obligations and Conditions applicable to all properties in Greywalls, which Declaration has been duly recorded in the Clerk's Office of the Circuit Court of Powhatan County, Virginia, in Deed Book 280, page 296, and to which plat reference is made for a more particular description.

VIRGINIA: In the Clerk's office of the Circuit Court of the County of Powhatan the 29th day of March 1994 this document Exhibit A was presented, and with certificate of acknowledgement \_\_\_\_\_ hereto annexed, admitted to record at 3:06 o'clock P M. and PAYMENT of \$ \_\_\_\_\_ tax imposed by Sec. 58-1-202 received. State Tax \$ \_\_\_\_\_ County Tax \$ \_\_\_\_\_

Teste: [Signature], Clerk



STATE OF VIRGINIA

BOOK 280 PAGE 334

County of Chesterfield to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that J. K. Timmons, whose name as President of THE REED'S LANDING CORPORATION, is signed to the foregoing document bearing date of March 25, 1994, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 25<sup>th</sup> day of March, 1994.  
My Commission expires: My Commission Expires November 30, 1997

Connie J. Gentry  
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 January 12, 1990, is signed to the foregoing document bearing date of March 25, 1994, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 29<sup>th</sup> day of March, 1994.  
My Commission expires: 1/31/96

Lenna H. Haywood  
Notary Public

STATE OF VIRGINIA

County of Chesterfield to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that J. K. Timmons and Eugene C. Autry whose names as President and Secretary, respectively, of GREYWALLS COMMUNITY ASSOCIATION, INC., are signed to the foregoing document bearing date of March 25, 1994, have each acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 25<sup>th</sup> day of March, 1994.  
My Commission expires: My Commission Expires November 30, 1997

Connie J. Gentry  
Notary Public

29 March, 1924

Received and recorded in  
Powhatan County Clerk's  
Office, in D. No. 290, Page 311  
at 3:06 P. M. & examined.

Teste:

  
Clerk

deed book 280 pg. 296  
Recorded 3/29/94

DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS AND CONDITIONS  
APPLICABLE TO ALL PROPERTY IN GREYWALLS

WHEREAS, The Reed's Landing Corporation and Oliver D. Rudy, Trustee, under a certain trust agreement dated January 10, 1990, are the owners of certain lands located within a community known as "Greywalls" in Powhatan, Virginia.

WHEREAS, the Proprietors wish to declare certain restrictive covenants affecting certain lands in Greywalls.

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

"Greywalls" when used herein shall refer to the lands in Powhatan 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 Powhatan County Planning Commission and is in the office of the Powhatan Community Development Department.

The term "Property" when used herein shall refer to any tract of land or subdivision thereof in Greywalls 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 Greywalls.

The covenants and restrictions below will be referred to as the General Covenants of Greywalls, and will be recorded in the Clerk's Office of the Circuit Court of Powhatan 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 GREYWALLS

The primary purpose of these covenants and restrictions and the foremost consideration in the origin on 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-1) made applicable to this property by the Powhatan 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 Greywalls 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) 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 Powhatan, Virginia) the precise site and location of any building or structure or structures on any property in Greywalls 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 Powhatan, 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 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. One For Sale sign, designed and approved by the proprietor, may be erected on each lot.
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 dwellings 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 to the well provided by the proprietor property owner or other water system if other water system is approved by Powhatan 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 Greywalls 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. 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 Greywalls, the following environmental controls are hereby established:

1. Topographic and vegetation characteristics of properties within Greywalls 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 the 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, 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 Greywalls. 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 Powhatan 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 Greywalls Master Plan for development.

2. An easement in Open Space Areas is hereby granted to the owners of properties in Greywalls, 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 Greywalls;

8. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Areas, excepts 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 Greywalls 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 Greywalls Community Association, Inc. and the Reed's Landing Corporation and Oliver D. Rudy, Trustee", which are to be recorded in the Clerk's Office of the Circuit Court of Powhatan 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 Greywalls. The streets, roads and lanes and/or avenues in Greywalls are to be private, and shall be maintained by the Reed's Landing Corporation and/or the Greywalls 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 Powhatan 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 Greywalls 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 conveyance 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 Greywalls Community Association, Inc. and The Reed's Landing Corporation and Oliver D. Rudy, Trustee which are to be recorded in the Clerk's Office of the Circuit Court of Powhatan County, Virginia, contemporaneously herewith.

(b) An easement of right of way is hereby granted to the owners of properties in Greywalls, 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 properties.

(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 Powhatan 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 Powhatan 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 Powhatan 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 Greywalls. The County of Powhatan 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 Greywalls 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 Powhatan 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 Greywalls.

(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 REED'S LANDING CORPORATION AND/OR THE GREYWALLS COMMUNITY ASSOCIATION, INC. IN ACCORDANCE WITH THE PROVISIONS OF THE RESTRICTIVE COVENANTS MADE APPLICABLE TO THIS PROPERTY RECORDED IN DECLARATIONS DATED March 25, 1994 RECORDED IN DEED BOOK 280, PAGE 296, OR THEIR ASSIGNS, EXCLUSIVELY. THERE SHALL BE NO RESPONSIBILITY IMPOSED ON THE COUNTY OF POWHATAN 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 Reed's Landing Corporation and/or the Greywalls Community Association, Inc. There shall be no responsibility imposed on the County of Powhatan 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 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.

7. No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Powhatan 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 Greywalls 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%) percent 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 lots. 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 Powhatan 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 Greywalls, or to limit therein the application of these covenants or to amend these covenants as they apply to Greywalls. The right to add additional restrictions or to limit the application of these covenants or to amend these covenants as they may apply to Greywalls 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. Greywalls Community Association, Inc., has established and published certain covenants and land use restrictions affecting properties in Greywalls. Said covenants are to be recorded contemporaneously herewith in the Realty Records in the Clerk's Office of the Circuit Court of Powhatan County, Virginia. Properties and owners of property subject to these covenants shall also be subject to the provisions of the said covenants established by Greywalls 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 Powhatan, 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 Greywalls as approved by the Planning Commission of the County of Powhatan 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 judgement 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 25<sup>th</sup> day of March, 1994.

The Reed's Landing Corporation

BY J. K. Timmerman (SEAL)  
President

Oliver D. Rudy (SEAL)  
OLIVER D. RUDY, Trustee under a certain  
trust agreement dated ~~April 21, 1994.~~

January 11, 1990

STATE OF VIRGINIA

County of Chesterfield to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that J. K. Timmons, whose name as President of THE REED'S LANDING CORPORATION, is signed to the foregoing document bearing date of March 25, 1994, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 25<sup>th</sup> day of March, 1994.  
My Commission expires: My Commission Expires November 30, 1997

Connie J. Gentry  
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 January 11, 1990, is signed to the foregoing document bearing date of March 25, 1994, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 25<sup>th</sup> day of March, 1994.  
My Commission expires: 3/31/96

Connie J. Hayward  
Notary Public



EXHIBIT A

ALL those certain pieces or parcels of land lying and being in the Spencer Magisterial District, Powhatan County, Virginia, containing 124.2 acres, more or less, all as shown on a plat dated March 2, 1994, made by J. K. Timmons & Associates, P.C., entitled COMPILED PLAT SHOWING SIX PARCELS OF LAND CONTAINING 124.2 ACRES, MORE OR LESS, LYING ON THE SOUTH LINE OF STATE ROUTE NO. 711, a copy of which is attached hereto and made a part hereof.

AMENDMENT TO DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS AND CONDITIONS  
APPLICABLE TO ALL PROPERTY IN GREYWALLS

THIS AMENDMENT TO DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO ALL  
PROPERTY IN GREYWALLS dated this 8th day of September, 1994,  
by OLIVER D. RUDY, Trustee under the provisions of a trust  
agreement dated January 10, 1990, and THE REED'S LANDING  
CORPORATION, ("Owners").

WHEREAS, by Declaration dated March 25, 1994, recorded  
March 29, 1994, in the Clerk's Office of the Circuit Court of  
Powhatan County, Virginia, in Deed Book 280, page 296, the  
Covenants and Conditions set forth in said Declaration were  
imposed upon the property described therein (Greywalls); and

WHEREAS, said restrictions provided that the Developer  
as defined therein was authorized to supplement or limit the  
application of the restrictions contained therein; and

WHEREAS, the Developer desires to amend the aforesaid  
restrictions as they may apply to the property described on  
Schedule "A" attached hereto.

NOW THEREFORE pursuant to Part VI, Paragraph 3 of said  
covenants, the Developer does hereby declare that Part I,  
COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE  
TO ALL PROPERTIES IN GREYWALLS, Paragraph 11, is hereby added  
to read as follows:

PART I  
COVENANTS, RESTRICTIONS AND AFFIRMATIVE  
OBLIGATIONS APPLICABLE TO ALL  
PROPERTIES IN GREYWALLS

11. THE FOUNDRY GOLF CLUB FACILITY, WHICH IS ADJACENT TO THE GREYWALLS DEVELOPMENT, IS A SEPARATE, PRIVATE CLUB, AND PURCHASERS OF PROPERTY IN GREYWALLS RECEIVES NO RIGHTS OF MEMBERSHIP, OR USE, BY VIRTUE OF THE PURCHASE OF PROPERTY IN GREYWALLS.

With the inclusion of the foregoing Amendment, the remaining language of the aforesaid Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Greywalls recorded in Deed Book 280, page 296, are hereby made specifically applicable to the property described in Schedule A attached hereto and made a part hereof.

WITNESS the following signature and seal:

\_\_\_\_\_  
(SEAL)  
By Oliver D. Rudy, Trustee  
under the provisions of  
a certain trust agreement  
dated January 10, 1994.

THE REEDS LANDING CORPORATION

BY:

Eugene C. Autry  
Eugene C. Autry  
Executive Vice President

STATE OF VIRGINIA (AT LARGE),

COUNTY OF CHESTERFIELD, to-wit:

I, the undersigned, a Notary Public in and for the State of Virginia, do hereby certify that OLIVER D. RUDY, Trustee under

the provisions of a certain trust agreement dated January 10, 1990, whose name is signed to the foregoing writing bearing date of September 8, 1994, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this \_\_\_\_\_ day of September, 1994.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF VIRGINIA (AT LARGE),  
COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September, 1994, by Eugene C. Autry, Executive Vice President of The Reeds Landing Corporation, on behalf of said corporation.

My commission expires: My Commission Expires November 30, 1997

Connie G. Hentry  
NOTARY PUBLIC

SCHEDULE A

ALL those certain pieces or parcels of land lying and being in the Spencer Magisterial District, Powhatan County, Virginia, containing 124.2 acres, more or less, all as shown on a plat dated March 2, 1994, made by J. K. Timmons & Associates, P.C., entitled COMPILED PLAT SHOWING SIX PARCELS OF LAND CONTAINING 124.2 ACRES, MORE OR LESS, LYING ON THE SOUTH LINE OF STATE ROUTE NO. 711, recorded May 16, 1994, in the Clerk's Office of the Circuit Court of Powhatan County, Virginia, in Plat Cabinet E, Slide 130, to which plat reference is made.

March 1, 2002

## GREYWALLS ARCHITECTURAL GUIDELINES

Greywalls is located in rural Powhatan County. It is the intent of the owner/developer to create a truly fine neighborhood that is compatible with the rural environment. The owner/developer is making a strong effort to avoid a conventional subdivision appearance. The Architectural Control Committee has been delegated a key responsibility in this regard. It is the intent of the Committee to have homes that are tasteful and attractive and on the conservative scale. In addition, the siting of each home on each individual parcel is a critical element in the success of the house. The Committee may appear to be arbitrary and difficult at times, but is very committed to its task.

This list should be used as a general guideline in the design, construction and landscaping of all homes in Greywalls. Final approval of all plans must be made by the Architectural Control Committee and prospective homeowners and builders are asked to incorporate the elements listed here in their plans before submitting them to the Committee. Property owners need to realize these guidelines may change over time due to the introduction of new building materials and new methods of construction in housing. Certain styles of homes may be allowed on one parcel but not the other because of the impact in the sole subjective opinion of the Committee. The Committee is constantly trying to improve and fine-tune the approval process.

1. **Plans** - A complete set of plans including front, side and rear elevations, building sections including cornice detail will be required to be submitted to the Architectural Review Committee. The new home Architectural Review Form should accompany the submittal.
2. **Siting** - The siting of houses on each individual parcel is most important. The intent is to treat each parcel on an individual basis and at the same time, attempt to highlight the entranceway in a gracious functional manner. Emphasis is on the driveway accentuating the front of the house, not the garage. Guest parking is also an important element in the site plan and the location of guest parking and/or handling of cars is reviewed in the site plan approval process. We would encourage the use of a landscape architect in the preliminary siting including the driveway. A comprehensive site plan including driveway, guest parking, cleared areas, drainfields and

house location to scale, is required to accompany the New Home Architectural Form. No clearing may commence until the site plan is approved.

3. **Golf Course** – On many of the lots views of the adjacent golf course will be important. Clearing should be done in such a way as not to overexpose resident property to the golfers. Overexposure could result in the golf course planting some type of screen on the golf course property adjacent to the lot.

4. **Roof Construction**

- A. Pitch – on a gabled roof, the minimum pitch is to be 8/12. On a hip roof the minimum pitch is to be 10/12. These are minimum pitches and the Committee may ask for increases on some plans.
- B. Material - all roofs to be hard shingles i.e., cedar shake, slate, Hendrix style and so forth.
- C. Construction – It is recommended that roof rafters be set on a plate that is atop the joist. This construction will raise the cornice level and enhance the façade.

5. **Cornice** – All submittals must include a cornice detail. On traditional houses all fascia (cornice or rake) must be finished with a crown member, gutter, or appropriate shaped trim. Flat fascia of three quarter inch material will not be accepted. Failure to submit the cornice detail with the plans will result in the plans being sent back with out approval. (See Sketches 1 and 2)

6. **Windows**

- A. Proportion – the committee feels it is very important to obtain a pleasing virtual proportion to the windows on the street façade. The 9 over 9 double hung unit in most cases produces such a proportion for first floor openings, this unit is normally plus or minus 2' 8" x 5' 2". The second floor windows have a slightly more compact proportion and should be plus or minus 2' 8" x 4' 10". Specific windows will be approved at the time of plan approval.
- B. Material – Wood and clad windows with appropriate trim are acceptable.
- C. Detail – Brick mould should be 3½" and sills 1½" wood or shaped brick.

7. **Dormers**

- A. Construction – A dormer detail is supplied in Sketch No. 3. Special attention should be paid to the proportion face as seen from the street.
- B. Organization – Dormers are prominent architectural features and must respond to the overall architectural organization of the façade.

8. **Elevations**

- A. Traditional architectural designs are preferred. Examples are Colonial Williamsburg, Georgian, and Federal. Designs will be reviewed on a case by case basis.
- B. Material
  - 1. Accepted materials – brick, stone, synthetic, stucco, wood, and concrete siding.
  - 2. Vinyl will not be accepted except on vinyl clad windows.
- C. Details – Jack arches and wood foundation vents are required on front elevations. Water tables or foundation accents will be required on all brick front/sides. Quoins accents and other appropriate detailing will be approved on a case by case basis.

9. **Entrances** - On traditional homes, the front entrance is the vocal point of the architectural organization. Appropriate detail and design will be required at the front entry and in the architectural elements that surround it.

10. **Garage Doors** – Front entry garages will not be permitted.

11. **Chimneys** – Chimneys must extend 4 ft. above the ridge elevation or closest roof within 12 ft. They must have proper cap and be 2 ft. x 4-ft. minimum in dimension at the start of the cap. Chimneys must be the same material as the foundation. If the chimney is to extend the full two story height, it should have two sets of washes, 8" each, at about the ceiling line.

12. **Steps** – Front steps must be brick, slate or stone. The stoop should be of the same material, but will be reviewed on a case by case basis. When the grade of the lot is severe, the design of the house must keep the exposed front foundation and number of risers to a minimum. No more than 5 risers will be accepted in a straight run.



13. **Foundation** – Foundation must be brick or stone material, except in the case of synthetic stucco. Wood foundation vents are required on front elevations.
14. **Decks** – Salt treated material is acceptable for decking but the foundation must be the same masonry construction as the house foundation. No unfinished wood should be visible from the front. All exposed vertical and horizontal members are to be painted to match the house and/or trim colors.
15. **Walks and Drives** – The location and grade of driveways and walks must be shown on the site plan. Driveways must be located in a natural manner that will dominate the streetscape and should be surfaced with concrete, brick pavers or asphalt material approved by the ACC. Entrance columns at the driveway must be a minimum of 50 ft. from the pavement. These treatments are best associated with the residence and not the street.
16. **Materials** - flashing, stacks, vents and any roof penetration must be copper or copper colored substitute. Stacks and vents must be on the rear of the roof structure, not visible from the front.
17. **Screening**
  - A. HVAC units and trash receptacles require hard screening and must be shown on the site plan.
  - B. Driveways must not be located closer than 20 feet to the adjacent lot.
18. **Accessory buildings** - These freestanding sheds, workshops, and/or garages must be designed and located as an integral part of the house. Their design should be compatible with the house in terms of style, materials, and so forth. In addition, in-ground swimming pools and related buildings will be allowed assuming the site dictates. The pool and its related building will not be considered an accessory building. However, location and design of the pool, pool house and fencing must be approved by the Architectural Review Committee.
19. **Fences** – All fences must enhance the residence and the streetscape. It is the intent of the Committee to promote a natural landscape. Fences should not be used to mark the boundary of the property and except under special conditions will be limited to the rear yard. All

fences must be approved by the Committee for location, height, material and color.

A. Height – 42” maximum

B. Material – no chain link permitted. Wood, vinyl or metal on a case by case basis.

20. **Landscaping** – It is the intent of the developer to preserve the natural beauty of Greywalls by limiting the removal of trees. The covenants of Greywalls (Part II, Paragraph 2) requires ACC approval for trees 6” in diameter or greater to be removed. This does not apply to the portion of the lot designated as yard immediately surrounding the house but is a guide for thinning the perimeter of each lot. Appropriate landscaping is essential to a mature streetscape. A minimum of \$5,000.00 is required as a landscape allowance.
21. **Exterior lighting** - The design of night lighting for individual residences should achieve the objective of providing adequate, safe and yet diffused discreet illumination. Lighting should be concentrated in small areas and be low intensity and directional to maintain the serenity of the woods; preserve night view; and minimize disruption of neighborhood privacy. High intensity lights shall not be permitted. All exterior lighting must be approved and the Committee would prefer that this be submitted on the original submittal. If not, lighting needs to be submitted with the landscape plan 45 days prior to completion.
22. **Mailboxes** - Standard mailboxes will be used. They can be ordered by calling 598-5959. The current cost is \$250 installed.
23. **Final approval** - A final approval letter will be issued upon completion. To receive final approval, the exterior of the house must be built substantially in conformance with the plans submitted. In addition, approved colors, landscaping, proper driveway treatment and any other requirements of the building guidelines or comments that were submitted must be complied with upon completion.
24. **Signage** - All signs need to be removed from the lot at the time of occupancy. For sale signs are to be of a standard design as shown in Sketch #4. Only one sign may be placed on the lot and no lead in signs are to be placed elsewhere in the development.

**APPROVALS:** (Required prior to construction start.)

Materials

1. Brick
2. Mortar
3. Paint Colors (exterior)
4. Roof Material

Plans

1. Building Plans (2 copies)
  - a. 4 elevations
  - b. 1 wall section and 1 building section
  - c. required floor plans
2. Site-Plot Plan (2 copies)
  - a. location and grade of house to include building set backs and proposed grade elevations on the outside corners of the residence.
  - b. location and grade of driveway
  - c. location and grade of walkways
3. Landscape Plan (Required 45 days prior to completion)

ADDENDUM TO GREYWALLS AND MAPLE GROVE  
ARCHITECTURAL GUIDELINES

SITE PLAN APPROVAL FOR GREYWALLS AND MAPLE GROVE

Gentlemen:

Before footings may be dug for any structure in these two subdivisions, the following information must be submitted to Reed's Landing and the builder must visit the Reed's Landing office and discuss the details. It's not the purpose of this requirement to place an additional burden on the homeowner or the builder but it is designed to create a better product and possibly generate a savings to the homeowner.

The house must be staked on the lot. This need not be done by an engineer or surveyor and the dimensions should be to the nearest foot.

After the house has been rough staked, assume the highest point on the perimeter of the house to be elevation 100. With a hand level and a six-foot rule, two men can determine the elevation of all corners of the house. These should be noted on the plan. With the elevation known on all corners of the house, the builder should then decide what the finish grade is going to be at each corner. These should be noted on the plan and placed in a circle.

After the exterior grades have been established, the elevation of the finished floor should be established. A nail with ribbon should be placed in a tree at the finished floor elevation. This should be a tree that is expected to remain after the house is complete.

When this has been done, the builder should call for an appointment to meet with the Reed's Landing personnel to discuss what grading he's going to do and why his finish floor is at a particular elevation.

To: The Greywalls Architectural Control Committee

I have read and understand the Architectural Guidelines for the Greywalls development dated March 1, 2002. I understand that Architectural approval will require that these guidelines are followed.

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Signature

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Date