

# **IRONBRIDGE PROTECTIVE COVENANTS**

**Dated June 26, 1987**

**with**

**Supplemental Declaration**

**Dated August 18, 1987**

6/26/87

IRONBRIDGE  
PROTECTIVE COVENANTS

THIS DECLARATION is made as of the 23rd day of June, 1987, by IRONBRIDGE DEVELOPMENT COMPANY, a Virginia general partnership (hereinafter referred to as "Declarant").

ARTICLE I

RECITALS

1.1. Ownership. Declarant is the owner of certain real property (the "Property") consisting of 380.20 acres more or less located in the Matcaca District in the County of Chesterfield, Commonwealth of Virginia, as shown on a certain plat of survey prepared by E. D. Lewis & Associates P. C. dated June 18, 1987, entitled "Ironbridge - Map Showing Common Area and Scenic Easements over Property Located in Matoaca District, Chesterfield County, Virginia" dated June 18, 1987 attached hereto, to be recorded herewith and by this reference made a part hereof (hereinafter the "Survey"). As used herein "Ironbridge" shall be deemed to mean the Property. The terms "Property" and "Ironbridge" are further defined in Section 2.3 (j) hereof.

ARTICLE II

GENERAL PROVISIONS

2.1. Establishment of Covenants. Declarant hereby declares that the Property (as hereinafter defined) shall hereafter be held, transferred, sold, leased, conveyed, financed, mortgaged and occupied subject to the covenants and provisions

herein set forth, each and all of which is and are for, and shall inure to the benefit of and pass with, each and every parcel of the Property and all ground leasehold estates therein and shall apply to and bind the heirs, legal and personal representatives, assignees and successors in interest of any Owner (as hereinafter defined) thereof; provided, however, that any and all rights, powers and reservations of Declarant including but not limited to those relating to issuances of approval, enforcement, curing of defaults and rights of regulation according to this Declaration are personal to Declarant in its partnership capacity and may be transferred to its successor and assigns as contemplated in Section 7.3 hereof which taker may or may not own land in Ironbridge.

2.2. Purpose of Covenants. The general purpose of this Declaration is to provide that the Property which is and shall be known as Ironbridge, will be developed, improved and used in such a manner that:

(a) The image of Ironbridge as a high quality multi-use development will be created, preserved and enhanced;

(b) Improvements (as hereinafter defined) located therein will provide a harmonious and appealing appearance and function;

(c) The common areas and the lakes, dams, coffer, spillways and appurtenances thereto will be maintained and administered.

The specific purpose of this Declaration is to provide a means for creating, maintaining, controlling and preserving

Ironbridge as a high-quality multi-use development as permitted \_\_\_\_\_ the Zoning Ordinances (hereinafter defined) and these Protective Covenants.

2.3. Definitions.

(a) Association. "Association" shall mean the Ironbridge Property Owners Association created pursuant to Article VIII of these Protective Covenants.

(b) Commercial Site. "Commercial Site" shall mean any Site (as hereinafter defined) other than a Site that is zoned single family residential (R-15 or equivalent) by the Zoning Ordinances (as hereinafter defined).

(c) Common Area. "Common Area" shall mean any land, Improvement or easement designated by Declarant for the use of all Owners (as hereinafter defined) of Sites (as hereinafter defined) in Ironbridge including, without limitation, pedestrian walks, the Lakes, the Lake Improvements (both as hereinafter defined) and the area designated as the Dam Outfall Area on the Survey; provided, however, Declarant shall only have the right to designate as Common Area property owned by Declarant at the time of such designation. The designation of a Common Area by Declarant may provide that only some of the Owners may be permitted to use some of such Common Areas. For purposes of these Protective Covenants, Common Area shall not include any portion of a Site that the Owner thereof may designate as a common area for any purpose or in any other document unless such other document specifically declares such common area to be a

Common Area within the scope of the Declaration and Declarant accepts such area as a Common Area.

(d) Declarant. "Declarant" shall mean Ironbridge Development Company, its successors and its assigns pursuant to Section 7.3 hereof.

(e) Improvements. "Improvements" shall mean and include, but not be limited to, buildings, outbuildings, underground installations, slope alterations, dams, spillways, ponds, lakes, islands in the ponds and lakes, swimming pools, sediment control devices, roads, berms, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, windbreaks, plantings, planted trees and shrubs, poles, signs, utilities, water lines, sewer, electrical and gas distribution facilities, heating, cooling and air circulation equipment and facilities, loading areas and all other structures of landscaping improvements of every type and kind initially or at any time thereafter placed or constructed on any Site (as hereinafter defined).

(f) Occupant. "Occupant" shall mean any person, corporation, partnership, or organization who or which has purchased, leased, rented, or is otherwise legally entitled to occupy and use any Site (as hereinafter defined) or portion thereof.

(g) Office Site. "Office Site" shall mean the Site designated in its approximate location on the Survey as Site J-3 and such other Sites (as hereinafter defined) and portions of the

Property as Declarant may hereafter designate as an Office Site by Supplemental Declaration (as hereinafter defined).

(h) Office Service Site. "Office Service Site" shall mean that Site designated in its approximate location on the Survey as Site H-2 and such other Sites (as hereinafter defined) or portions of the Property as Declarant may hereafter designate as Office Service Sites by Supplemental Declaration (as hereinafter defined).

(i) Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Site (as hereinafter defined) or real property interest therein if developed under any form of common ownership, but excluding Trustees under Deeds of Trust and all others holding title merely as security for the performance of an obligation; provided, however, that any such fee simple owner may delegate to a ground lessee of its Site (as hereinafter defined) all of its rights and obligations under this Declaration for the term of such ground lease and for purposes hereof upon such delegation such ground lessee shall be bound by the obligations and shall be entitled to exercise the rights of the fee simple owner during the term of such ground lease, but no such delegation shall relieve such fee simple owner from liability for the performance of such fee simple owner's obligations hereunder. In the event any Site is jointly owned by two or more persons or entities then each shall be fully liable hereunder as an Owner. As to any Site (as hereinafter defined) that is subjected to, organized, formed, created or converted into a condominium

project, time-share project, real estate cooperative project or similar project, the unit owners association or similar governing or ownership organization or entity shall be deemed the Owner.

(j) Property. "Property" shall mean the real property described in Section 1.1 and any additional real property subjected to these Protective Covenants pursuant to the provisions of Section 9.6 hereof. As used herein "Ironbridge" shall be deemed to mean the Property.

(k) Shopping Center Site. "Shopping Center Site" shall mean the Site designated in its approximate location on the Survey as Site H-1 and such other Sites (as hereinafter defined) or portions of the Property as Declarant may hereafter designate as Shopping Center Sites by Supplemental Declaration (as hereinafter defined).

(l) Site. "Site" shall mean all contiguous land or ground leasehold estate of an Owner in Ironbridge (which shall include all of any parcel subjected to common use or common ownership by more than one person or entity), but shall not include any Street Right-of-Way, easement or other part of the Property at any time owned by Declarant for public roads or utility facilities, or by any public utility or any governmental entity for roads, utility facilities or other facilities related to development of the Property. All present Sites are shown as such on the Survey in their approximate location and designated thereon as Site H-1, Site H-2, Site F, Site J-3. The remainder of the Property shall constitute one Site; provided, however, that additional Sites may be created pursuant to Article 3.3

hereof. As to any contiguous lot, piece or parcel of land in Ironbridge that is subjected to, formed, created or converted into a condominium project, time-share project, real estate cooperative project or similar project then the entirety of such lot, piece or parcel of land shall be deemed one Site regardless of the number of individual units or unit owners within such project. One Owner may own more than one Site and such Sites shall not merge and shall remain separate Sites in spite of the fact that two or more of same may have a common boundary line.

(m) Street Right-of-Way. "Street Right-of-Way" shall mean any right-of-way designated as same by Declarant and any right-of-way dedicated for use as a public road. All Street Right-of-Way over any property then owned by Declarant within Ironbridge shall be public pursuant to dedications thereof made by Declarant to the County of Chesterfield or such other appropriate governmental authority.

(n) Supplemental Declaration. "Supplemental Declaration" shall mean any declaration of covenants, conditions and restrictions subsequently imposed upon all or any portion of the Property by Declarant (but only as to Declarant's Site or Sites) or by any Owner (but only as to such Owner's Site or Sites) provided such subsequent declaration specifically provides that it is supplemental to this Declaration. Certain conditions and provisions applicable to Supplemental Declarations are set forth in Section 9.7 hereof.

(o) Zoning Ordinances. "Zoning Ordinances" shall mean (i) the ordinance adopted by the Board of Supervisors of



Chesterfield County, Virginia on September 10, 1986 as case number 865097, as amended by ordinance adopted May 27, 1987 as case number 87S035, concerning rezoning of the Property or portions thereof, and any amendments or modifications thereto, and rezonings of the same or other portions of the Property, in any such case only with the consent of Declarant and (ii) such other zoning, subdivision, or land use ordinances hereinafter adopted by the Chesterfield County Board of Supervisors to the extent applicable to the Property. Zoning Ordinances shall include, without limitation, the conditions proffered by the zoning applicant and made a part of the Zoning Ordinances, including, without limitation, the proffers attached hereto as Exhibit "A", and by this reference made a part hereof, and any amendments of the foregoing proffers.

### ARTICLE III

#### PERMITTED AND PROHIBITED USES

##### 3.1. Permitted Uses.

(a) The Property is to be used solely for high-quality multi-use purposes in accordance with the terms and conditions of the Zoning Ordinances, of these Protective Covenants, and of Supplemental Declarations recorded subsequently hereto by Declarant as to various phases and subdivisions of Ironbridge provided such subsequent covenants, conditions and restrictions expressly state that they are subject to these Protective Covenants.

(b) The Office Sites shall be used for business, professional or governmental offices consistent with the Zoning

Ordinances and for such other purposes not otherwise prohibited hereunder as are customarily incidental to office uses; provided, however, any such incidental use shall only be permitted if located within a building used in major part for such office uses. Permitted incidental uses shall include without limitation, travel agencies, real estate brokerage offices, branch banks including drive-in tellers, newspaper and magazine stands and gift shops primarily serving the tenants of the building in which such stand or shop is located, and restaurants which provide seating facilities for customers and which are approved by Declarant as being compatible with the permitted office uses.

(c) The Office Service Sites shall be used only for office service uses consistent with the Zoning Ordinances specifically excluding any use as a repair facility for automobiles or any other internal combustion engine.

### 3.2. Prohibited Uses.

(a) No operations or use shall be permitted or maintained which is dangerous, unlawful, unsafe, noxious, offensive, which creates a nuisance, or which is not consistent with the intent or purpose of these Protective Covenants, or which causes or produces any of the following effects discernible outside of buildings or affecting any adjacent Property;

(1) Noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness;

(2) Smoke;

(3) Noxious, toxic, or corrosive fumes or gases;

(4) Obnoxious odors;

(5) Dust, dirt or fly ash;

(6) Unusual fire or explosive hazards;

(7) Vibration;

(8) Violations of applicable laws, ordinances and regulations;

(b) No manufacturing or industrial use or operations may be conducted or permitted on any Site except such light manufacturing as may be permitted by the Zoning Ordinances and which is not prohibited by these Protective Covenants or by Supplemental Declaration.

3.3. Subdivision. No Site may be subdivided without the consent of Declarant or the Committee. Except in accordance with the Zoning Ordinances, no Site shall be developed as a condominium, time-share or cooperative project, no dedication of any part of a Site for a public road shall be made and no private right-of-way shall be granted; provided, however, that Declarant reserves the right at any time and from time to time to dedicate any portions of the Property owned by it as a public right of way and upon such dedication these Protective Covenants will thereafter no longer affect or apply to the portions of the Property so dedicated and-accepted except that median strips shall be maintained as Common Areas as hereinafter described. Any Site that is subdivided in accordance with this Section 3.3 shall result in the creation thereby of one or more new Sites for

purposes of this Declaration only if Declarant consents in writing thereto which consent will be in Declarant's sole and absolute discretion. Declarant may express its consent thereto by recording a plat of Subdivision for such new Sites and stating in writing either on such plat or on a Supplemental Declaration referring to lots on such plat that such lots are Sites within the scope of this Declaration.

3.4. Site Maintenance.

(a) Vacant Site. The Owner of each Site or part thereof shall, after acquisition and before commencement of construction of Improvements, keep its Site in approximately the same natural state as it was in at the time the Site was purchased, and maintain its Site in such a manner that no trash and debris will be allowed to collect and to otherwise provide upkeep to the Site so that the Site will not be hazardous and will at all times present a neat and attractive appearance.

(b) Improved Site. The Owner of each Site or part thereof shall, during and after completion of construction of Improvements, at all times keep the premises, Improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all governmental, health, fire and police requirements and regulations and shall remove at his or its own expense any rubbish of any character whatsoever which may accumulate on his or its Site or part thereof. Where the property line of any Site or part thereof abuts a Street Right-of-Way or Common Area, the obligations imposed hereunder

shall extend to the edge of the street pavement or the edge of the Common Area, as the case may be.

(c) Lake Shorelines. In addition to the above, the Owner of any Site that fronts on or extends into any Lake (hereinafter defined) shall at its cost and expense be responsible for the upkeep of the shorelines thereof and of all portions of such Owner's portion of the Site adjacent thereto that are subject to the easements references in and contemplated by Article VIII hereof. The Declarant intends that the shoreline of the lakes shall be at the point which is 160 feet above sea level (the "160 Foot Contour"). The actual water level will rise and fall depending upon rainfall, weather, spillway release and related factors. For purposes of this Article III, "upkeep" is defined to include care, maintenance and repair and shall specifically include the continual clean up and removal of all trash and debris around the Lakes and such adjacent portions of the Site (including the easement areas described in Article VIII hereof). Such upkeep shall be performed by the Owner to the end that the shoreline of the Lakes and the portions of the Site adjacent thereto shall be kept in good order and condition and state of repair. Each Owner shall observe, and require its employees and all Occupants of its Site to observe, reasonable standards with reference to sanitation and handling of trash and debris. No Owner will develop, operate or occupy its Site in a manner that creates or results in, directly or indirectly, any pollution of the Lakes or any adjacent waterways. The dumping of any trash, debris, oil, or gasoline treated or untreated sewage

and effluent or sanitary sewage into the Lakes or such waterways and the erosion of any portion of any Site with resulting increased siltation of the Lakes or such waterways is strictly forbidden. The use of fertilizers within 35 feet of the shoreline of any Lakes without the express advance written consent of the Association is strictly forbidden. Storm water drainage will be permitted to flow into the Lakes or such waterways subject to applicable governmental, including environmental, laws, rules, ordinances and regulations, if any and to the rules and regulations of Declarant and the Association, if any, including the provisions of any storm drainage master plan for the Property, as same may be amended from time to time, as may be adopted by Declarant or the Association consistent with the intent or the requirements of the aforescribed laws, rules, ordinances and regulations and of the Zoning Ordinances. No Owner will denigrate the overall quality or quantity of the water in the Lakes and such waterways or in any way or manner stop, staunch, decrease or disturb the flow of water in, to and out of the Lakes and such waterways whether the Lakes and such waterways are on or off such Owner's Site. Each owner of a Site adjoining a Lake shall comply strictly with all environmental, erosion and sediment control laws, rules, ordinances and regulations and all other applicable laws, rules, ordinances and regulations of any governmental entity having jurisdiction.

(d) Commercial Site Maintenance. The following additional Site maintenance requirements shall apply to all

Commercial Sites: (i) each Owner shall maintain or cause to be maintained the exterior of its buildings in a state of good repair, in a clean condition, and free of trash and debris, including but not limited to, all outdoor sales or storage areas; and (ii) each Owner shall maintain or cause to be maintained its respective Commercial Site, at all times, in a good, clean and first class condition, at such Owner's sole cost and expense, such maintenance to include, but not to be limited to, the following:

(a) Maintenance, repair and replacement of all paved surfaces, in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal to such original material in quality, use, appearance and durability.

(b) Maintenance, repair and replacement of all curbs, curb-cuts, gutters, walkways and retaining walls;

(c) Painting and striping of all parking areas;

(d) Maintenance, repair and replacement of all directional signs, markers and artificial lighting facilities, including the replacement of fixtures and bulbs;

(e) Maintenance, repair and replacement of any and all storm drains, utility lines, sewers and other utility systems;

(f) Removal of all paper, debris, filth and refuse, including thorough sweeping in order to keep the Site in a clean and orderly condition.

## ARTICLE IV

### REGULATION OF IMPROVEMENTS

4.1. Standards. The Zoning Ordinances together with the terms and provisions of this Declaration and the terms and provisions of Supplemental Declarations recorded by Declarant subsequently to this Declaration shall establish the standards, conditions and restrictions for development, construction and maintenance of Improvements on all Sites.

4.2. Completion of Construction. After commencement of construction of any Improvements, the work thereon shall be diligently and continuously prosecuted, to the end that the Improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Once commencement of construction of any Improvements occurs, the Owner of the Site on which such construction is taking place will diligently and continuously prosecute the completion of such Improvements and will not allow such construction to be discontinued for a period longer than thirty (30) days without the prior written consent of Declarant. In the event construction is discontinued due to strike(s) or labor dispute(s), inability to obtain labor or materials, or reasonable substitute therefrom, acts of God, governmental restrictions or other reasons beyond the control of the Owner, the prohibition shall not apply so long as the Owner notifies Declarant of the reason for the discontinuance, the steps being taken to correct the reason for the discontinuance and the anticipated amount of time before construction will continue, and such notice is



updated every thirty (30) days. The Owner of each Site, or part thereof, shall at all times keep contiguous public and private streets and Street Rights-of-Way free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of Improvements.

4.3. Excavation. No clearing or excavation shall be made except in connection with the construction, maintenance or repair of an Improvement including landscaping; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded, as provided on the plans for landscaping required by Section 4.4 hereof.

4.4. Landscaping.

(a) Every Site shall be landscaped according to plans approved by the Committee (hereinafter defined) as specified herein and by the County of Chesterfield (if required) according to applicable ordinances and regulations and maintained thereafter in a sightly and well kept condition.

(b) The Owner of each Site or part thereof shall landscape and maintain all areas between the property lines and any buildings on such Site. If the property line of a Site abuts a Street Right-of-Way, then the Owner thereof shall landscape and maintain the landscaping on the Street Right-of-Way to the face of the curbing (or the pavement if not curbed), or as close thereto as is permitted by the governmental authority or Declarant owning and/or maintaining it. The area between paved streets and any setback lines shall be used exclusively for landscaping, except for walks and driveways bisecting the

required landscape area, permitted parking areas and as otherwise provided for herein.

(c) Landscaping as so approved shall be installed within the periods provided in the Committee approval and in any event within the period required according to applicable building permits ordinances and regulations.

(d) The Owner of every Site or part thereof shall at all times maintain the required landscaping in a sightly and well kept condition, including, without limitation, mowing of grass, trimming of hedges, removal of weeds and such replanting and replacement as is from time to time required.

(e) The Owner of every Commercial Site shall at the time of constructing Improvements on such Site install underground irrigation (sprinkler) systems as required by the Committee throughout the landscaped areas. The Owner shall thereafter maintain a watering schedule sufficient to well maintain and water all lawns, plantings and landscaped areas in a lush and healthy condition except to the extent prohibited by governmental law, ordinance, regulation or order, lack of water or water pressure, temporary failure or breakdown of the irrigation system, act of God or other cause beyond the control of the Owner.

4.5. Signs. All outdoor signs including traffic or directional signs shall be constructed, installed and altered strictly in accordance with the Zoning Ordinances and other applicable ordinances and regulations of the County of Chesterfield. No exterior sign of any type shall be erected

without the prior written consent of the Committee (as hereinafter defined) pursuant to the procedure set forth in Article V hereof. No sign of any type shall be placed on the roof of any Improvement without the prior written consent of the Committee in its sole and absolute discretion. In order to enhance the appearance and architectural harmony of the Property, the Committee may establish, adopt and amend (as to signs thereafter constructed) from time to time an integrated signage program with criteria as to sign design, location, materials and graphic composition and, in such event, all signs erected on the Property shall conform to such signage program and criteria; provided, however, with respect to store buildings on the Shopping Center Site, the Committee shall not object to the use of logos by national tenants (provided, however, this shall not limit the Committee with respect to reviewing the size, location, materials and graphic composition of such signs).

4.6. Parking Areas.

(a) Adequate parking in accordance with applicable building permits, the Zoning Ordinance and the approved plans and specification shall be provided at all times by the Owner of each Site or part thereof to accommodate all usual parking needs for his or its tenants, employees, visitors, other Occupants and company vehicles. Parking for all Commercial Sites will be provided off street. In the event any vehicle is parked on the Property, or any of the Street Rights-of-Way in violation of the provisions of this paragraph, Declarant and/or the Association

shall have the right to have such vehicle towed or otherwise removed at the expense of the owner thereof.

(b) All driveways and parking areas shall be paved, with a hard dust-free surface, except driveways on single family residential Sites which may be gravel surface.

(c) If the parking requirements imposed by governmental authorities increase with respect to a Commercial Site as a result of a change in use or number of employees, visitors, Occupants and/or company vehicles, or for any other reason, additional offstreet parking shall be provided by the Owner of such Site to satisfy such requirements, provided however, that such additional parking must first be approved by Declarant and shall not, as determined by Declarant, conflict with the approved landscape plan for the Site or any other provision of this Declaration. If, in the sole judgment of Declarant, parking required by governmental authorities is not being provided on any Commercial Site, Declarant shall have the right to cause, by judicial action, the cessation of any activity that causes parking requirements for a Site to increase until required parking is provided, and Declarant shall have no liability to the Owner of such Site, or to any Occupant thereof, on account of the cessation of any use of activity because of the lack of required parking. Declarant, in all cases, retains the power to designate "No Parking" areas, traffic right-of-ways, and general parking area procedures for all of the Common Areas.

4.7. Storage, Loading and Service Areas.

(a) Except during the construction of Improvements, no materials, supplies or equipment, shall be stored in any area except inside an approved and enclosed building; except retail items offered for sale which may be stored outside on Sites zoned retail or shopping center.

(b) Loading docks and service areas, if any, shall be located in rear lot or side yards, shall be concealed or screened to minimize the exposure from the street, and the location and plans therefor shall be subject to prior written approval by the Committee (as hereinafter defined).

4.8. Specific Prohibitions. Without limiting the generality of any of the foregoing, the following use restrictions shall be maintained and enforced with respect to the Property:

(a) Temporary Improvements - No temporary buildings or other improvements of a temporary nature, including without limitation trailers, tents and shacks, shall be permitted on the Property except as may be permitted by the Committee (as hereinafter defined) in its sole and absolute discretion. Temporary improvements used solely in connection with the construction of permanent approved Improvements may be permitted provided they are located as inconspicuously as possible and are removed immediately after completion of such construction.

(b) Service Lines - No "service" lines shall be constructed, placed or maintained anywhere in or upon the Property unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in,

under or on buildings or other approved Improvements, except that electrical transformers may be permitted if properly screened and approved by Declarant. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service poles incident to and during the construction of approved Improvements, nor the installation of approved permanent outdoor safety light poles. The foregoing shall not apply to the "transmission lines" presently existing on the Property. As used herein, the term "service line" shall include electric, cable television and telephone poles, wires, cables, conduits and/or equipment or other devices for the conveyance and use of electricity, telephone, radio, television and other energy transmission or communication signals on any Site or part thereof. As used herein, the term "transmission line" shall include such master electric, cable television and telephone poles, wires, cables, conduits, and/or equipment or other devices for the conveyance and use of electricity, telephone, radio and/or television signals to and across the Sites or parts thereof, and from which the "service lines" run. All junction and access boxes shall be screened with appropriate landscaping. The necessity for utility connection, meter boxes, etc. should be recognized and integrated with the architectural style and site plan for each Site.

(c) Service Screening and Storage Areas - Garbage and refuse containers shall be concealed and contained within buildings, or shall be concealed by means of a screening wall of material similar to and compatible with that of the building,

provided that on single family Sites the screening wall may be of shrubbery. These elements shall be designed so as not to attract attention, and shall be located in the most inconspicuous manner available.

(d) Streets, Drives, Curbs and Walks - Streets, drives, curbs and walks shall be constructed or altered in accordance with plans and specifications submitted to and approved in accordance with Article V hereof.

(e) Storage Tanks - Except as provided for in plans and specification approved according to this Declaration, no above ground storage tanks, including, but not limited to, those used for storage of water, oil or propane gas, shall be permitted on the Property.

(f) Air Conditioning Equipment - Except as provided for in plans and specifications approved according to this Declaration, no air conditioning, heating, or heat pump equipment which is visible from any public street shall be permitted on any Site except on single family Sites in which event it must be screened by shrubbery.

4.9. Exterior Lighting. Exterior lighting shall be provided in connection with the Improvements on each Site in accordance with the requirements of the Committee (as hereinafter defined) pursuant to the provisions of Article V hereof. No exterior lighting shall be erected except with the consent of the Committee. The Committee shall adopt such lighting criteria as it may deem appropriate from time to time which criteria will

include the following minimum guidelines: no light source shall be directly visible from any other Site or the paved surface of any roadway; lighting levels shall not exceed one-half foot candle power measured at ground level at any property line; light mounting height shall not exceed 30 feet; and pole design, material and color shall be compatible and complimentary to the Site, signage and architectural materials and color of the building. The Committee is empowered to amend the lighting criteria applicable to lighting thereafter constructed from time to time including the provisions stated herein in accordance with the general purpose of this paragraph and of this Declaration.

4.10. Setbacks, Site Coverage.

(a) Because the size and topography of each Commercial Site is different, the required set-back from front, side and rear lot lines shall, subject to applicable law and the Zoning Ordinances, be determined by the Committee (as hereinafter defined) for each Commercial Site based upon the proposed use, layout of improvements, the location and amount of parking, landscaping, the shape and size of the Site, aesthetics, the use and layout of other "Sites in the vicinity, and such other considerations as are deemed relevant by the Committee.

Notwithstanding the foregoing, no buildings and no vehicle parking areas shall be permitted on any Commercial Site closer than 15 feet from the property line of any other Site and no vehicle parking areas (other than temporary passenger drop-off lanes) shall be permitted on any Office Site or Office Service Site closer than 20 feet from the front, side or rear of any



building on such Site, except when an Office Site is used as a bank branch in which case vehicle parking areas shall be no closer than 10 feet from the front, side or rear of any building on such Office Site.

(b) No Office Site or Office Service Site shall have a "site coverage ratio" greater than 65%. No Shopping Center Site shall have a "site coverage ratio" greater than 80%. For purposes hereof, "site coverage ratio" shall mean the percentage determined by dividing the gross land area within a Site into the land area of such Site covered by building ground floor area and paved areas for vehicular movement, loading and parking.

4.11. Building Materials. No exposed concrete block construction will be permitted within a Commercial Site.

#### ARTICLE V

##### APPROVAL OF PLANS AND COMMENCEMENT OF CONSTRUCTION

##### 5.1. Committee.

(a) Immediately after recording of these Protective Covenants, Declarant shall establish an architectural review and control committee (hereinafter referred to as "the Committee"). Declarant hereby appoints Kimberly L. Fergusson, Max E. Gray, D. R. Farren, Jr., Richard F. Ward, Jr., W. Barry Hofheimer and Della Hall as the initial members of the Committee. All members of the Committee shall be appointed by Declarant until such time as Declarant owns less than 60% of the land in Ironbridge exclusive of Common Areas and Street Rights of Way. For so long as Declarant owns less than 60% of such land but more than 5%, Declarant shall appoint five members of the Committee and the

sixth shall be appointed by the Board of Directors of the Association. If Declarant owns less than 5% of such land, then the Board of Directors of the Association shall appoint the entire Committee. Declarant, at its sole option, shall have the right at any time to replace or remove any members of the Committee appointed by it. The Committee will select its own chairman and may adopt its own rules of order, and the chairman himself or upon the request of any member thereof shall call a meeting of the Committee with not less than twenty-four (24) hours prior written notice thereof to each member. A quorum of the Committee shall consist of a majority of its members and a majority of members at a meeting at which a quorum is present and voting may act. The Committee may engage and seek advice from professional persons including without limitation, attorneys, architects, engineers, surveyors, landscape architects and land planners in connection with the review of submitted plans and specifications in which even the fees of such professional persons may be charged to and paid by any Owner who has submitted such plans as a condition to approval. Other organizational and operational matters shall be as determined by the Committee at its meetings. The Committee may, but shall not be required to, adopt such written design criteria as it may deem appropriate from time to time and may amend and terminate prior written design criteria from time to time as it may deem appropriate. The initial mailing address of the Committee is: Ironbridge Architectural Review and Control Committee, c/o Pioneer Properties I, 10100 Midlothian Turnpike, Richmond, Virginia

23235, Attention: Max E. Gray, with a copy to Virginia Landmark Company, 1807 Libbie Avenue, Richmond, Virginia 23226. The Committee may change its address at any time without notice.

(b) There is hereby established two subcommittees of the Committee, the commercial subcommittee (hereinafter "Commercial Subcommittee") to handle architectural review and control of Commercial Sites and the single family residential subcommittee (hereinafter the "Residential Subcommittee") to handle architectural review and control of single family residential sites. Each Subcommittee shall have the full power of the Committee to handle those matters delegated to them hereby. The Commercial Subcommittee shall contain five members to be appointed by Declarant. The Residential Subcommittee shall contain three members to be appointed by Declarant. Each such Subcommittee shall operate in accordance with the rules of order established by the Committee and shall be subject to the quorum and notice requirements applicable hereunder to the Committee; provided, however, the Residential Subcommittee may empower one of its members to act on behalf of the entire Residential Subcommittee in which event the member so designated shall have the right, until the full Subcommittee retracts such appointment, to exercise all power and authority of such Subcommittee. The actions of the Commercial Subcommittee and the Residential Subcommittee taken with respect to architectural approval of, respectively, the Commercial Sites and the single family residential Sites shall be deemed the actions of the full

Committee and may be relied upon by and Owner seeking approval from such Subcommittees.

5.2. Approval Procedures and Requirements.

(a) Before commencing the construction or alteration of all initial or any subsequent building, enclosures, fences, loading docks, parking facilities, storage yards, signs, storage tanks, landscaping or any other structures or any other Improvements on or to any Site or part thereof, the Owner of every such Site or part thereof shall first submit preliminary and final plans (including site grading and landscape plans) and specifications for all of the foregoing, all in duplicate. One such copy of said plans, specifications, and landscape plans, both preliminary and final, shall become the sole property of the Committee. No improvement shall be constructed, erected, placed or materially altered on any Site or part thereof until preliminary and final plans and specifications showing, among other things, site plan including topography and drainage analysis, location and expansion of any building, parking layout, driveways and related berming and landscaping, building elevation drawings, exterior building materials and appearance, landscape plans including irrigation, site and exterior building lighting, exterior signage, ingress and egress design, curbing including curb cuts and gutters, all utilities and storm water retention facilities, creek piping, traffic flow, such other matters as are contemplated by Section 5.3 and such other matters as may from time to time be established by the Committee, shall have been submitted to and approved in writing by the Committee..

(b) The procedure for obtaining approvals shall be as follows:

(1) The Owner of each Site will submit his name, mailing address and preliminary plans and specifications for the Improvements to be constructed on the Site (which Improvements will in all events include the main building to be constructed on the Site) to the Committee. Not later than twenty-one (21) business days after the date the Committee actually receives all such preliminary plans and specifications, the Committee will give the Owner written notice of approval or disapproval. If disapproved by the Committee, the Committee will mark written comments on and require written changes to the preliminary plans and specifications which, if agreed to by such Owner and incorporated in its submitted final plans and specifications, will provide for the Committee's approval thereof. If the submitted preliminary plans and specifications provided to the Committee are not complete, as expressed in written notice to the Owner not later than twenty-one (21) business days from receipt thereof specifying the omissions, the twenty-one (21) business day period for approval or disapproval shall not commence until the Committee receives a complete set of preliminary plans and specifications.

(2) Once approval or disapproval of the preliminary plans and specifications as provided for in (b) (1) above has occurred, the Owner may submit final plans which conform to the approved preliminary plans and specifications or the disapproved preliminary plans and specifications with such

comments and changes as were required by the Committee pursuant to paragraph (b) (1) above. Not later than fifteen (15) business days after the date of the Committee receives all such final plans and specifications the Committee will give the Owner written notice of approval or disapproval. If the final plans and specifications provided to the Committee are not complete, as expressed in a written notice to the Owner not later than fifteen (15) business days from receipt thereof specifying the omissions, the fifteen (15) business day period for approval or disapproval shall not commence until the Committee receives a complete set of final plans and specifications. If the final plans and specifications are not approved, the Committee shall set forth in writing the reasons for disapproval. No material modifications to the final plans and specifications are permissible unless approved by the Committee, following the procedures described in (1) and (2) of this subparagraph (b) of Section 5.2. All Improvements shall be completed substantially in compliance with the final plans and specifications as they may be modified with Committee approval.

(3) All such plans and specifications shall be submitted in writing over the signature of the Owner of the Site or part thereof, or his or its authorized agent, and shall be accompanied by the request of such Owner or agent specifying for which part of such plans and specifications approval is sought. Nothing herein shall be construed to require the submission of plans for the alteration of the interior of an existing building,

or the approval thereof, unless any planned interior alteration will substantially change the primary use of the Improvements.

(c) Nothing contained in this Declaration shall prohibit the reconstruction of Improvements on the Site, in the event the existing Improvements are destroyed by fire or other such hazard; provided, however, that the covenants and conditions contained herein including, but not limited to, the Committee's approval requirements shall continue to apply to the Site and any reconstruction of Improvements shall be performed in accordance with the terms hereof. In the event any Improvements are destroyed or damaged either in whole or in part, the Owner of the Site on which such damage or destruction occurs shall repair (including any applicable rebuilding) such Improvements within a reasonable period of time thereafter subject in all events to the terms and conditions of these Protective Covenants; provided, however, that if any such Improvements are totally damaged or destroyed and the Owner does not desire to so repair and rebuild such Improvements, then such damaged or destroyed Improvements shall be immediately and completely razed, dismantled and removed completely from the Site, the Site shall be completely cleared of any and all debris and the Site shall then be landscaped by the Owner pursuant to plans therefor submitted to and approved by the Committee as contemplated herein. For purposes of this Declaration, total damage or destruction shall mean that the Improvement is damaged or destroyed to such an extent that the Owner in the reasonable exercise of his or its judgment can no longer use or occupy such Improvement for its intended purpose.

5.3. Review Standard. In considering approval of plans and specifications, the Committee may consider among other things, height of buildings or other Improvements, adequacy of Site dimensions, storm drainage considerations, conformity and harmony of external design with neighboring structures, Improvements (including the placement of HVAC units and any and all mechanical equipment), operations and uses, relation of topography, grade and finished ground elevation of the Site being improved to that of neighboring Sites, proper facing of all elevations with respect to nearby streets, Lakes, Common Areas and neighboring structures, and conformity of the submitted plans to the purpose and general plan and intent of this Declaration. The Committee shall have the right to disapprove any submitted plans or any proposed use of any Site if such plans or proposed use are not in conformity with the provisions of this Declaration or the Zoning Ordinances or if the Committee, in its sole discretion, determines that such plans or proposed use are not in the best interest of the contemplated development of the Property.

5.4. Time for Approval. If the Committee fails either to approve or to disapprove either preliminary or final plans and specifications within, respectively, twenty-one (21) business days or fifteen (15) business days after the Committee has actually received such plans and specifications, such plans and specifications (preliminary or final, as the case may be) shall be deemed approved by the Committee.



5.5. Disapproval. Whenever the Committee disapproves such plans and specifications, the disapproval shall be accompanied by a written statement of the reason or reasons for such disapproval and such other information in connection therewith as is otherwise provided for in this Article V.

5.6. Limitation of the Committee's Liability. Neither the Committee nor any member thereof, or its or their successors or assigns, shall be liable in damages to anyone submitting plans and specifications to them for approval, or to any Owner or Occupant of land affected by this Declaration, by reason of a mistake in judgment, negligence, variance, inconsistency or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. In the event any member of the Committee is named as a party in any actual or threatened legal action on account of his membership in the Committee or of any action or nonaction which he has taken or not taken as a member of the Committee in good faith then the Association shall pay such members reasonable attorney's fees and costs incurred as a result of any such action. Every person, corporation, partnership or organization who submits plans and specifications to the Committee for approval agrees, by submission of such plans and specifications, and every Owner or Occupant of any of the Property agrees by acquiring title thereto or an interest therein, that he or it will not bring any action, proceeding or suit against the Committee or any member thereof to recover any such damages. The Committee's approval of any building plans,

specifications, site or landscape plans or elevations or any other approvals or consents given or requirements imposed or suggested in connection therewith by the Committee pursuant hereto or otherwise shall not be deemed a warranty, representation or covenant that such buildings, landscaping or other Improvements or other action taken pursuant thereto or in reliance thereon complies with, or is not in violation of, any applicable laws, rules or regulations, and by taking title to or leasing any part of the Property the Owner and/or Occupant, for themselves and their heirs, successors and assigns, do hereby expressly release and relieve Declarant, the Committee and all other members of the Committee of any and all liability in connection therewith.

5.7. Easements and Common Area Dedications. As a prerequisite of approval of plans and specifications, the Committee shall have the power to require the Owner who has submitted plans and specifications to grant such easements as may be provided for in Article VIII hereof, subject to the terms and conditions set forth therein.

5.8. Time Limitation. All approvals issued by the Committee as provided for in this Article V shall be effective for a period of one year from the date approval is given or deemed to have been given as provided in Section 5.4. In the event construction of the work called for by the plans and specifications approved has not substantially commenced within said one year period then approval shall be deemed expired and no construction shall thereafter commence unless a written renewal

of such prior approval is granted by the Committee upon application of the Owner according to the method for submission of original plans and specifications as provided for in this Article V.

## ARTICLE VI

### ENFORCEMENT

6.1. Reciprocal Rights; Covenants Run With Land. Except as otherwise provided for herein, all restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every Site or part thereof in favor of every other Site or part thereof; shall create reciprocal rights and obligations between the respective Owners of all Sites and privity of contract and estate between all Owners of all Sites or parts thereof, their heirs, successors and assigns; and shall as to the Owner of each Site, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Sites or parts thereof.

6.2. Attorney's Fees. In any legal or equitable proceeding for the enforcement of or to remedy the violation of these covenants or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees and costs of the prevailing party or parties, in such amount as may be fixed by the court in such proceeding. Such fees upon appropriate docketing of a judgment to such effect shall become a lien against the Site (if any) of the losing party. All remedies provided herein and/or otherwise available, at law or in equity, shall be cumulative and not exclusive.

6.3. Inspection. Declarant, the Committee and authorized agents of the Association may from time to time at any reasonable hour or hours and upon prior reasonable notice to the Owner, enter upon and inspect any Property subject to these Protective Covenants to ascertain compliance therewith.

6.4. By Whom Enforceable. Subject to the limitations set forth herein these covenants may be enforced by the Association as to the matters set forth in Article VIII and otherwise by Declarant, by the Committee, by any Owner and by Pioneer Federal Savings and Loan Association ("Pioneer") so long as Pioneer is an Occupant of any Site, but none of them shall have any obligation to do so nor be liable to any one in the event of their failure so to do.

6.5. Specific Enforcement. All provisions of these covenants shall be specifically enforced by any court of competent jurisdiction upon petition by any party entitled to enforce them as herein provided.

6.6. Failure to Enforce Not a Waiver of Rights. The failure of Declarant, the Committee, any Owner, the Association as to the matters set forth in Article VIII or Pioneer to enforce any covenants herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision of these Protective Covenants.

6.7. Right To Cure. In the event the Owner of any Site or part thereof fails to remedy any default, deficiency or violation of these Protective Covenants within 15 days after the mailing of written notice thereof by Declarant or the Association to the

Owner, then Declarant or the Association (and not any Owner, Occupant or any other person or entity) shall, in addition to all other remedies provided for herein, have the right, privilege and license to cure such default, deficiency or violation and to make and perform any and all reasonable maintenance, repairs or correction including without limitation, the destruction and removal of any Improvements constructed without approval of the Committee as provided in Article V hereof, and the costs and expenses thereof, including the reasonable attorney's fees of Declarant or the Association, as the case may be, shall be deemed a special assessment against the Site and enforceable as provided in Article VIII hereof.

#### ARTICLE VII

##### TERM, MODIFICATION AND ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES

7.1. Term. Unless extended, modified, amended or terminated as provided in Section 7.2 hereof this Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect until June 21, 2027; provided, however, that unless terminated at the conclusion of the present or any extension term by a majority vote of the total votes available to be voted as described in Section 8.3 hereof, this Declaration shall continue thereafter for successive extension terms of five (5) years each. The vote shall be in writing and shall be certified to be correct by the Board of Directors of the Association which shall be prima facie evidence of the truth of the matter certified.

7.2. Modification. This Declaration, or any provision hereof, may be extended, modified or amended (but not terminated completely except as provided for in Section 7.1 or this Section 7.2), as to the whole of the Property or any portion thereof, with as to any extension, modification or amendment the vote of 67% of the total votes available to be voted as described in Section 8.3 and as to the termination hereof the vote of 80% of the total votes available to be voted as described in Section 8.3; provided, however, in no event shall a modification adopted pursuant to this provision materially alter the obligations or rights of an Owner with respect to its Site, without the consent of such Owner. The vote shall be in writing or shall be certified to be correct by Declarant or by the Board of Directors of the Association which certification shall be prima facie evidence of the truth of the matter certified. Notwithstanding the foregoing (i) for so long as Declarant, or its assignee under Section 7.3 owns at least ten percent (10%) of the Property, no such extension, modification, amendment or termination shall be effective without the written approval of Declarant, and (ii) Declarant may at any time, at Declarants sole and absolute discretion, extend, modify, amend or terminate this Declaration as to any Site or portion of the Property owned by Declarant and zoned single family residential, cluster housing, condominium, time share or cooperative by the Zoning Ordinances, provided Declarant shall in no event use such Site for any purpose not permitted hereunder. In no event will any amendment or modification of these Protective Covenants affect adversely the

access to, ingress to or egress from any Site. No such extension, modification, amendment or termination shall be effective until an appropriate instrument in writing has been executed, acknowledged and recorded in the Office of the Clerk of the Circuit Court of the County of Chesterfield, Virginia.

7.3. Assignment of Declarant's Rights and Duties. Any and all rights, powers, easements and reservations of Declarant herein contained or hereafter granted to Declarant pursuant to the terms and provisions of this Declaration may be assigned, in whole or in part, to any person, corporation, partnership or organization (including, but not limited to, the Committee or the Association) which will assume the position of Declarant pertaining to the particular rights, powers, easements and reservations assigned, and upon any such person, corporation, partnership or organization's evidencing its consent in writing to accept such assignment and assume such position, he or it shall, to the extent of such assignment, have the same rights, powers, easements and reservations as Declarant and be subject to the same obligations, if any, which then exist by reason of these Protective Covenants; provided, however, Declarant shall not assign such rights, powers, easements and reservations to any person or entity other than the Association or the Committee who is not an Owner. Upon the occurrence of such assignment Declarant will serve written notice thereof on all then Owners in accordance with Section 9.4 hereof, or if such assignment has occurred prior to the conveyance of any Site from Declarant to another Owner such notice will be given to such Owner by

Declarant either contemporaneously with the delivery of the deed to such Site by Declarant or by record notice by recording a notice of such assignment in the Office of the Clerk of the Circuit Court of the County of Chesterfield. Upon the occurrence of such assignment and the giving of such notice Ironbridge Development Company, its partners, employees, officers, directors and agents shall be released and relieved from any and all liability and obligations imposed upon it as Declarant by this Declaration occurring subsequent to the date of such assignment.

#### ARTICLE VIII

##### OWNERS ASSOCIATION; EASEMENTS

8.1. Creation. The Declarant may, at such time as it deems appropriate, cause to be incorporated under the laws of the Commonwealth of Virginia a non-stock corporation to be named Ironbridge Property Owners Association or a similar name (the "Association"). The Association will be governed by a board of directors. The primary purpose of the Association is to provide for the care, maintenance, repair, restoration, replacement, improvement and renovation of the Common Areas and the median strips and to control the flow of water through the Lakes, streams, cofferdams, spillways and dams on the Property. In connection therewith, it may provide for capital reserves for this purpose, employ employees, engage professional persons and engage professional management to assist in the operation of the Association and borrow funds as it deems prudent and necessary to run the affairs of the Association. The Association will be governed by the provisions of its Articles of Incorporation and



Bylaws which shall be consistent with the provisions of this Article VIII.

8.2. Members. Upon organization of the Association, all Owners of Sites in Ironbridge shall, upon becoming Owners, automatically become members of the Association. Membership in the Association shall be appurtenant to and may not be severed from record title to a Site. Ownership of a Site shall be the sole qualification for membership in the Association. There will be two classes of membership Class A and Class B, with Declarant constituting Class B and Declarant (so long as it is an Owner) and all other Owners constituting Class A. At such time as Declarant owns less than 5% of the total acres of land in Ironbridge exclusive of Common Areas and Street Rights-of-Way Class B shall cease to exist and Class A shall be the only Class of members of the Association.

8.3. Board of Directors.

(a) The initial board of directors will consist of three (3) directors who will be named by Declarant and set forth in the Articles of Incorporation. The terms of all directors shall be one year unless otherwise provided in the Articles of Incorporation or Bylaws of the Association or any amendments thereto.

(b) Upon expiration of the term of the initial board of directors and thereafter Declarant, as the sole member of Class B, will elect or designate one member of the board of directors. For so long as Declarant is the owner of twenty-five percent (25%) or more of the total acres of land which at any

time comprises Ironbridge exclusive of Common Areas and Street Rights-of-Way, Declarant shall be entitled to designate one of the Class A directors. All Class A directors which Declarant is not entitled to name as provided in this Section shall be elected as provided hereinafter. The number and terms of office of Class A directors will not be changed so long as Declarant is entitled to designate any directors and in all events the above referenced ratio between Class B and Class A directors will not be changed so long as Class B continues to exist.

(c) Subject to the above, each Class A member of the Association shall be entitled to vote for election of Directors as follows: each Owner of a Site zoned single family residential shall be entitled to one vote per Site; each Owner of a Site zoned cluster housing, condominium, time-share or cooperative shall be entitled to one vote per Unit ("Unit" being defined for purposes of this Section 8.3 as units actually built in a completed project on a given Site or if not actually built, then as allowed by the Zoning Ordinances as to any particular Site or as permitted by these Protective Covenants and any amendments and additions thereto, whichever is less) provided, that the votes of all such Units on any given Site shall be cast as a block by the respective unit owners association or pursuant to majority vote of the unit owners of a Site in the event no unit owners association exists; each Owner of a Site zoned residential multi family shall be entitled to one vote per two Units; each Owner of a Site zoned elderly housing/hotel shall be entitled to one vote for each two Units; each Owner of a Site zoned office, office

service, retail, shopping center or other commercial use excluding the neighborhood recreation area shall be entitled to one vote per one-fifth of an acre; the neighborhood recreation area shall be entitled to no votes; "zoning" and "zoned" as used in this Article 8.3 shall refer to zoning pursuant to the Zoning Ordinances; the zoning designations stated in this Section represent intent as the actual name of the zoning designation may vary; as to any Site which is owned by Declarant and which exceeds one acre in size, Declarant shall be entitled to two votes per acre for land zoned single family residential, six votes per acre for land zoned cluster housing, condominium, time-share of cooperative, twelve votes per acre for land zoned multi family residential and five votes per acre for land zoned office, office service, shopping center or retail. No partial or pro-rata votes may be cast. Owners entitled to vote may give a written proxy to any other Owner entitling such Owner to cast votes by proxy. The membership books will be closed and adjustments in each member's voting rights will be made on the above basis by the Board of Directors 90 days prior to each annual meeting of the members.

8.4. Lake Improvements and Easements, Common Areas.

(a) Lakes. A certain lake (hereinafter referred to as the "Lakes") which is to be constructed on certain portions of the Property is shown in its approximate location on the Survey and designated thereon as "Common Area Lake". The Owner of each Site hereby agrees that in connection with the construction and continued presence of the Lakes on a portion or portions of its

respective Site as herein provided, water for the Lakes may be impounded on such portion or portions of such Site for such purposes. In connection with the construction of the Lakes certain dams, coffer, spillways and appurtenances thereto (hereinafter referred to as the "Lake Improvements") are to be constructed in the approximate locations shown on the Survey and designated "Dam" and within the area designated "Dam Outfall Area".

(b) Lake Construction Period. The Owner of each Site agrees and consents that during the construction and development of the Lake Improvements on the Property (hereinafter referred to as the Construction Period) portions of the Property will be used by construction vehicles and trucks, for storage of materials and for other construction related purposes.

(c) Maintenance, construction, utility and drainage easements. The Owners of all Sites recognize and agree that temporary construction and permanent and perpetual maintenance easements and all rights of access reasonably necessary to permit construction and maintenance of the Common Areas including, without limitation, the Lakes and the Lake Improvements, and permanent easements to permit utility installation and maintenance, and storm water drainage, on the Property are hereby granted to and retained by Declarant for the benefit of Declarant and of the Association and their respective mortgagees, contractors, independent contractors, agents and assigns, and must be granted and conveyed hereafter by them to Declarant and the Association for the benefit of Declarant and of the

Association and their respective mortgages, contractors, independent contractors agents and assigns. Each Owner, by taking title to his or its respective Site, hereby grants and conveys and shall be deemed to have consented and agreed to hereafter grant and convey such easements when requested to do so by Declarant or the Association. Each Owner, by taking title to his or its respective Site, shall also be deemed to have agreed to obtain from all appropriate parties, including his or its mortgagees and trustees under deeds of trust, the written subordination of any and all mortgages, deeds of trust, security interests and all other liens that encumber or in any way affect his or its respective Site to such easements and to all other easements, rights of way and rights of ingress, egress, access and passage now set forth in or otherwise provided for in or contemplated by this Article VIII and such written subordination instruments shall be provided promptly and without delay to Declarant and the Association when requested by Declarant or the Association. Each mortgagee, noteholder under a deed of trust, trustee under a deed of trust and other holders of any security interest in any Site by accepting a security interest in or legal or equitable title to a Site, shall be deemed to have consented to and agreed that its security interest or legal or equitable title is subject to said easements and agrees to execute any instrument reasonably required to subordinate its debt and security instruments to such easements, rights of way and rights of ingress, egress, access and passage subject to the same not materially adversely affecting the Site serving as the security

for the obligations owed to such mortgagee or noteholder. Such easements will contain terms and conditions reasonably requested by Declarant or the Association, as the case may be, but such easements will not unreasonably interfere with the development, use and occupancy of any Site or unreasonably affect access to, or operation of, any such Site. All temporary construction easements, and temporary access rights in connection therewith, of Declarant shall terminate automatically when construction of the Lakes, the Lake Improvements or other Common Area for which such easement is granted or retained is completed, but the permanent and perpetual maintenance easements, and access rights in connection therewith, of Declarant and the Association shall continue in full force and effect except as hereinafter provided.

(d) Scenic Easement. Declarant hereby retains and reserves unto itself for the benefit of itself and of the Association (i) a 50 foot scenic easement measured from the 160 Foot Contour along and across all Sites adjoining the Lakes, and (ii) a 35 foot scenic easement along both sides of proposed Ironbridge Parkway, proposed Ironbridge Drive and proposed Ironbridge Place in the approximate locations as are described as 50' Scenic Easement and 35' Scenic Easement respectively (the "Scenic Easements") on the Survey. Property within the Scenic Easements shall be held and maintained by the Owner thereof in accordance with the following requirements: no trees on any Site within the 50 foot Scenic Easement above-described having a diameter greater than four inches at one foot above the ground may be cut without written consent of Declarant or of the

Association, no driveway (other than entrance driveways shown on the plans for the respective Improvements), parking area, boat landing, boat houses, docks, pens, containers, receptacles, Improvements or manmade structures of any type or shape may be constructed, built or placed within the Scenic Easements without the prior written consent of Declarant or of the Association. Utility installations, pedestrian walkways, wells and drainage installations may be placed and utility and drainage, recreational and other easements may be granted in, over and across the Scenic Easements by or with the prior written consent of Declarant or the Association. The purpose of the Scenic Easements is to create, preserve and enhance the natural and unspoiled shoreline of the Lakes, to retard erosion and siltation in the Lakes, to enhance the natural beauty along the streets and to provide for the pleasure and enjoyment of the residents and other Occupants of Ironbridge.

(e) Well Easements. Declarant intends to drill wells for geothermal testing of the water and water supply to the Lakes and streams located on the Property and for purposes of irrigation of the Common Areas and the median strips on the Property. No Owner or Occupant of any Site or portion thereof may drill any well without the written consent of Declarant or of the Association. Declarant hereby retains unto itself for the benefit of itself and of the Association an easement to drill such wells within the Scenic Easements and the buffer strips as described in the proffers which are a part of the Zoning Ordinances. If additional easements for such wells are

necessary, then each Owner agrees to cooperate in the location of such wells and, upon request of Declarant, to grant easements for such wells at locations as shall be mutually agreed upon between such Owner and Declarant, provided no such easement shall unreasonably interfere with the use or operation of such Owner's Site. The Owners of any Site or Sites upon which Declarant desires to drill any such well agree to join in the grant and conveyance of such well easement provided that such well easement shall not unreasonably interfere with the development, use or occupancy of any Site. In the event such well within a present or future well easement is to be used for irrigation as described herein the grant or reservation of easement does and shall include an easement for water lines and electric and other utility services to connect said well to the irrigation system.

8.5. Maintenance of Common Areas. Declarant shall convey the Common Areas to the Association by deed at such time and from time to time as Declarant deems appropriate. Upon conveyance the Association shall accept such Common Areas and the Association shall at its cost and expense be responsible for the upkeep of such Common Areas. For purposes of this Section 8.5, "upkeep" is defined to include care, maintenance, repair, restoration, replacement, improvement, renovation and reconstruction and shall specifically include, without limitation, the continual clean up and removal of all trash and debris on the Common Areas and on the median strips not the responsibility of the Owner of any Site. Such upkeep will be performed by the Association to the



end that the Common Areas and the median strips shall be kept in good order and condition and state of repair.

8.6. Recreational Easements. The Owners of all Sites recognize and agree that permanent and perpetual nonexclusive easements, rights-of-way and privileges of passage and use for the use and benefit of portions of the Property, and the Owners thereof and their mortgagees, tenants, agents, licensees, employees and invitees for pedestrian ingress, egress, access and passage through, over and across the Lakes, the shorelines of the Lakes and walking trails for recreational uses only are to be granted and conveyed by them to provide for such uses of the Lakes. Each Owner, by taking title to his or its respective Site, shall be deemed to have consented and agreed to grant and convey such easements, right-of-way and privileges of passage and use when requested to do so by Declarant or the Association. Such easements, rights-of-way and privileges of passage and use will contain terms and conditions reasonably requested by Declarant or the Association, as the case may be, but such easements, rights-of-way and privileges of passage and use will not unreasonably interfere with the development, use and occupancy of any Site, or unreasonably affect access to, or operation of, any such Site. Except with the consent of the Association which consent the Association may grant or withhold in its sole and absolute discretion, the Lakes will not be entered by anyone for swimming, boating, fishing or any other use, it being the intent of this Declaration that the active as compared to passive use of the Lakes shall be within the control

of the Association. Prior to conveyance of the Lakes to the Association all such rights of control expressed in the preceding sentence shall be exercisable by Declarant. The Owners of all Sites recognize and agree that the County of Chesterfield, its agents and assigns, will be granted an ingress, egress and access easement over the same areas that are the subjects of the easements described above in this Section 8.6 for the lawful performance of emergency functions in the event of emergencies by all police, fire, ambulance and other rescue or emergency personnel.

8.7. Additional Easements. If it becomes clear that additional easements, whether or not contemplated or mentioned in this Declaration, between or across portions of the Property are necessary or desirable to effectuate the purposes of this Declaration, then, upon the request of Declarant, and provided said proposed additional easements will not unreasonably interfere with the development, use and occupancy of any Site, unreasonably affect access to, or operation of, any such Site, or materially increase the operating costs of any such Site, each Owner agrees to grant such additional easements across its Site, without charge therefor, subject to such reasonable terms and conditions as shall be agreed upon between Declarant and such Owner. Any such new easement or easements shall be signed by Declarant and/or all Owners of portions of the Property which compose the land within such new easements and shall be recorded in the Office of the Clerk of the Circuit Court of the County of Chesterfield.

8.8. Use of and Limitations on Easements.

(a) The Owners of Sites benefited by the easements specified in Sections 8.6 and by 8.7 (if any and to the extent additional easements under Section 8.7 are for the benefit of Site Owners) of this Agreement and those other persons granted rights herein shall be entitled to use and enjoy said easements in common with others entitled to use same and shall take no action in or with respect to any of said easements which would interfere with the rights of other persons to use said easements or to enjoy the benefits therefrom.

(b) Each Owner of a portion of the Property shall have the right, acting either separately or jointly with the other Owners, temporarily to deny, restrict or condition access to all or any such portion of the Property then owned by such Owner at such time and in such a manner as may be necessary or appropriate to prevent dedication of such portion of the Property to the use of the public or any governmental authority and/or to prevent creation of prescriptive rights therein. Such denial, restriction or conditioning of access shall be accomplished with the minimum steps necessary to prevent such dedication or creation of rights and shall be accomplished in such a manner as to minimize disruption to those parties entitled to use and enjoy the aforesaid easements, privileges and rights.

8.9. Pumping Station and Maintenance Easement. Declarant reserves the option to construct or have constructed on any portion of the Property owned by Declarant or within any Common Area a pumping station and related facilities including service

lines, pipes, mains and laterals, and appurtenances thereto, if required by the appropriate governmental authorities and to reserve and require the grant of temporary construction and temporary maintenance easements therefor as required by amendment to this Declaration or by later reservations of such easements.

8.10. Force Majeure. Declarant or the Association, as the case may be, shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Declaration when prevented from so doing by cause or causes beyond its reasonable control, which shall include, without limitation, all labor strikes, riots, or warlike operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, weather, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within its or their reasonable control.

8.11. Funding.

(a) Assessment. Funds to operate the Association will be provided by assessment of its members. The amount of such assessments shall be fixed by the Board of Directors. At or before the annual meeting of members the Board of Directors shall submit to the members its estimate of the total cost to be incurred by the Association for the ensuing year, and each Owner by virtue of ownership of land subject to this Declaration shall thereupon become liable for and be assessed for his or its pro rata share of such total based upon the ratio of such Owner's

vote or votes for Board of Directors of the Association as set forth in Section 8.3 (c) to the total number of such votes, which shall be payable as determined by the Board of Directors. For purposes of such assessment, Declarant shall be deemed a member to the same extent as any Owner with respect to any land owned by its except as otherwise provided for herein.

(b) Creation of Lien and Personal Obligation for Assessments. Each Owner by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay annual assessments and special assessments to the Association as provided in this Section, all such assessments to be established and collected as herein provided. All assessments, together with interest, costs and reasonable attorney's fees incurred in the collection thereof (collectively, the "Collection Costs"), shall be a charge on the land and shall be a continuing lien upon the Site against which each such assessment is made. Each such assessment, together with the Collection Costs appertaining thereto, shall also be the personal obligation of the persons or entities who are the Owners of such Site at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by such successors.

(c) Lake Improvements Upkeep. It is acknowledged that the cost and expense of the upkeep of the Lake Improvements is of special significance to Declarant and Owners of Sites that adjoin and/or include any such Lake Improvements. If the Board of Directors of the Association proposes any one item of

maintenance or repair to the Lake Improvements the cost of which will exceed Fifteen Thousand Dollars (\$15,000.00) the Board of Directors shall proceed as follows:

(1) if it has not theretofore done so, it will obtain the written report of an independent engineer or other appropriately qualified professional stating the work required to be done;

(2) it will obtain at least two (2) firm proposals for performance of the work at a fixed price;

(3) if not previously done it will deliver copies of such report and proposals to all members;

(4) commencing thirty (30) days after delivery of such report and proposals to the members, it will cause the work described in the report to be done for the lowest cost proposed; and

(5) the total cost, including charges of the engineer or other appropriately qualified professional, will be assessed to each Owner on the pro rata share basis of such total cost as provided in Section 8.11(a). Such assessments will be paid to the Association immediately but in no event later than thirty (30) days after the assessment.

(d) Special Assessments. In addition to the annual assessments and Lake Improvements assessment, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto,

provided that any such assessment shall have been approved by vote of two-thirds (2/3) of the total votes available to be voted as described in Section 8.3 at a meeting duly called for such purpose. Written notice of any meeting called for such purpose shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of such meeting. Special assessments shall be paid upon demand or in installments, as determined by the Board of Directors.

8.12. Unpaid Assessments. Any assessments by the Association which are not paid by a members within such time as shall be designated by the Board of Directors, in the by-laws of the Association or as otherwise provided for herein, shall result in such member being liable for a late charge determined by the Board of Directors, and such assessment shall bear interest per annum at a rate of two percent (2%) above the prime rate established from time to time by Sovran Bank, N.A., of Richmond, Virginia, from such date until paid, and if such amount is not paid when due, the Association may file a written notice of such lien in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia, may file suit for collection against the Owner personally or may institute legal or equitable action against the Owner and/or the Site to enforce its lien. Any lien for unpaid assessments as provided for in Sections 8.11 (b) and 8.12 shall be inferior in dignity to the lien of any first deed of trust against the Site recorded prior to the assessment for which a lien is claimed.

8.13. Rezoning. No Owner or any other person or entity may apply or join in an application to amend, vary or modify the Zoning Ordinances or rezone or apply for any zoning variance or wavier as to all or any portion of the Property without the prior written consent of Declarant. Declarant may apply for such rezoning as to any portion of the Property owned by it at anytime.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

9.1. Constructive Notice and Acceptance. Every person, corporation, partnership or organization, who or which now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person, corporation, partnership or organization acquired such right, title or interest. Except as provided in Article VIII the provisions of this Section 9.1 will not apply to any mortgagee of an Owner until such time as it becomes a mortgagee in possession of the Site of the Owner or becomes the Owner by foreclosure or otherwise of such Site in which case it and its successors and assigns (including, but not limited to, the successful bidder at a foreclosure sale of a Site) as Owner of such Site will be so bound only as long as they are the Owner of such Site. All Occupants as defined in Section 2.3 hereof who are not Owners are and shall be conclusively deemed to have notice of and to have



agreed to and be bound by all terms and provisions of this Declaration, and each Owner of a Site will provide for all such Occupants to so agree to and to be so bound in arrangements, written or otherwise, with such Occupants.

9.2. Paragraph Headings. Paragraph, Article and Section headings, where used herein, are inserted for convenience of reference only, are not intended to be a part of these Protective Covenants or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer, and accordingly shall not be deemed or construed to affect the meaning of any provision hereof.

9.3. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

9.4. Written Notice. Whenever written notice is required or specified herein, such written notice shall be deemed given only when delivered in person or deposited in the United States mail, postage paid and addressed to the address shown on the real estate tax records of the County of Chesterfield for the addressee. All such notices shall be sent certified mail, return receipt requested. Whenever actual receipt is specified or required herein, then such actual receipt shall be deemed obtained when notice is given in writing and delivered in person or otherwise actually received by the designated recipient.

9.5. Exceptions and Waivers. Declarant reserves the right to grant exceptions to and waive any of the provisions contained

in this Declaration. Such exceptions and waivers shall be granted by Declarant only when, in its sole and absolute discretion, the exception or waiver is harmonious with the general intent or purpose of this Declaration. Every exception and wavier granted by Declarant shall be made in writing in recordable form and may be recorded. The granting of any exception or waiver with respect to any Site or part thereof shall not be deemed an amendment of this Declaration except to the extent specifically set forth in such exception or wavier, shall not entitle any Owner or Occupant to similar rights or privileges and shall create no negative reciprocal easements in favor of any other party.

9.6. Other Property of Declarant. By their purchase or obtaining any interest in any Site subject to these Protective Covenants, all Owners and occupants of Sites or any interests therein, their heirs, legal and personal representatives, successors and assigns recognize that Declarant is or may become the owner of property in the vicinity of the Property, some of which may be contiguous thereto, and that such property is not now subject to this Declaration and the Protective Covenants, may never become subject to this Declaration and the Protective Covenants and may be developed by Declarant in a manner that does not conform to the requirements of this Declaration and the Protective Covenants. By their purchase or obtaining any interest in any Site subject to these Protective Covenants, all such parties recognize and agree that all such property of Declarant not made specifically subject to this Declaration and

these Protective Covenants by a written and appropriately recorded document executed by Declarant and evidencing Declarant's intention to subject such property hereto will in no way be burdened or bound by this Declaration, these Protective Covenants or any restrictive covenants in equity, equitable easements, equitable servitudes, implied restrictive covenants in equity or implied reciprocal negative easements, covenants or servitudes or any other restriction, condition, covenant or servitude according to any doctrine or theory that could in any way be construed to impose the provisions of this Declaration and the Protective Covenants on any such property of Declarant not made subject specifically thereto in writing and recorded.

9.7. Other Covenants and Restrictions. Nothing contained in this Declaration is to be construed as preventing or inhibiting Declarant or any Owner(s) of any Site or Sites from imposing further covenants or restrictions on his or its Site (or Sites) or from providing for cross-easement agreements or an owner's association in connection with the development thereof; provided, however, that in the event of any conflict between the terms and conditions of any such covenants, restrictions or the provisions for or acts of any such owner's association and the terms and conditions of this Declaration, the terms and conditions of this Declaration shall in all events prevail. Subsequent or further covenants and restrictions imposed upon any Site or portion thereof may specifically provide that they are supplemental to this Declaration in which event they shall be Supplemental Declarations as defined in Section 2.3 hereof and

they shall be a part of this Declaration but only as to the Site or portion thereof against which such Supplemental Declarations are recorded, and in such event all terms, provisions, covenants, rights and remedies set forth herein shall be a part of and incorporated by reference into such Supplemental Declarations. Such Supplemental Declarations may contain provisions limiting the ability of Owners and Occupants, but not of Declarant or the Association, from enforcing the provisions of Supplemental Declarations against owners or occupants of all or any portion of the Site subjected to such Supplemental Declarations. The Owners and Occupants of Sites subjected to Supplemental Declarations may not enforce the provisions of such Supplemental Declarations against any Owner or Occupant hereunder or against Declarant or the Association except to the extent any such Owner or Occupant or Declarant or the Association owns or occupies real property subject to such Supplemental Declarations, or has consented to be bound by the terms of such Supplemental Declarations.

9.8. Cumulative Remedies. The various rights, options, elections, powers and remedies contained in this Declaration shall be construed as cumulative, and no one of them shall be exclusive of any of the others or of any other legal or equitable remedy which Declarant, the Association or any Owner or Pioneer might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy of any such party shall not impair its right to any other right or remedy until all obligations imposed upon any other party, person or entity have been fully performed.

IN WITNESS WHEREOF, Declarant has caused its name to be signed hereto by its general partners pursuant to due partnership authority.

IRONBRIDGE DEVELOPMENT COMPANY,  
a Virginia general partnership

By: Pioneer Properties I, Inc.,  
a Virginia corporation,  
General Partner

By: M. E. Gray (SEAL)  
Vice President

And By: VLC Associates,  
a Virginia general partnership,  
General Partner

By: Kimberly L. Fergusson (SEAL)  
Kimberly L. Fergusson,  
Managing General Partner

STATE OF VIRGINIA

CITY/COUNTY OF RICHMOND to wit:

The foregoing Declaration was acknowledged before me this 26<sup>th</sup> day of June, 1987, by Max C. Gray, as Vice President of Pioneer Properties I, a Virginia corporation, general partner of Ironbridge Development Company, on behalf of the corporation.

Robert M. Broughton  
Notary Public

My commission expires: 2-24-90

STATE OF VIRGINIA

CITY/COUNTY OF Richmond to wit:

The foregoing Declaration was acknowledged before me this 26<sup>th</sup> day of June, 1987, by Kimberly L. Fergusson, general partner of VLC Associates, a Virginia general partnership, general partner of Ironbridge Development Company, on behalf of the partnership.

Robin M. Broughton  
Notary Public

My commission expires: 2-24-90

## EXHIBIT A

(NOTE: THE CONDITIONS NOTED WITH "STAFF/CPC" WERE AGREED UPON BY BOTH STAFF AND THE COMMISSION. CONDITIONS WITH ONLY A "STAFF" ARE RECOMMENDED SOLELY BY STAFF. CONDITIONS WITH ONLY A "CPC" ARE ADDITIONAL CONDITIONS RECOMMENDED BY THE PLANNING COMMISSION.)

### CONDITIONS

- (STAFF/CPC) 1. The following conditions notwithstanding, the plan prepared by Higgins Associates, Inc., dated April 11, 1986, and the Textual Statement, dated August 6, 1986, shall be considered the Master Plan. (P)
- (STAFF/CPC) 2. For Tract A, curb and gutter requirements shall be based on the Chesterfield County Subdivision Ordinance. For all other tracts, where curb and gutter are required at the time of schematic plan review, concrete curb and gutter shall be installed. Drainage shall be designed so as not to interfere with pedestrian traffic. (EE)
- (STAFF/CPC) 3. Schematic or subdivision approval shall not be given by the County until the size and location of the lake(s), the retention storage volume, and permissible release rates have been approved by the Engineering Department. The plans for the retention basin shall be presented on a minimum 1":50' grading plan. The design inflow hydrograph for the lake shall be the SCS 24 hour duration 100 year storm. (EE)
- (STAFF/CPC) 4. Dams shall be built at elevations such that on-site buildings or existing buildings downstream will not be jeopardized should the dams fail. A dam failure analysis shall be performed and submitted to the Engineering Department for approval prior to, or concurrent with, final road and drainage plan approval. (EE)
- (STAFF/CPC) 5. Prior to release of any building permits, or recordation of right of way and/or subdivision plats, ownership and maintenance of any lake or pond shall be established as the responsibility of private entities. An indemnification agreement shall be submitted to Chesterfield County, care of the Environmental Engineering Department, to save the County harmless of vectors, maintenance, and replacement responsibilities. Upon completion of construction of the facility, the structural integrity of the dam, the required storage volume, the 100 year floodplain, and general conformance of the constructed facility to the design plan shall be certified by a professional engineer. (EE)
- (STAFF/CPC) 6. Storm water will be collected from all developed areas of Ironbridge through storm drainage systems and transported to permanent water impoundments located within Ironbridge,

or otherwise be detained or retained, as determined to be necessary at the time of schematic plan review. (EE)

- (STAFF/CPC) 7. Specific roadway improvements set forth in the transportation proffers are required by the time of full site development, and are to be constructed in accordance with the phasing plan approved by the Transportation Department. The developer shall provide the Transportation Department with additional traffic studies upon completion of each phase, if requested. Roadway improvements shall be increased or decreased by the developer, as required by the Transportation Department, if these studies demonstrate that traffic generation and distributions (solely by this development) are materially different, as determined by the Transportation Department, from projections set forth in the traffic study prepared by Wilbur Smith and Associates, Inc. for this project. If satisfactory improvements cannot be provided, the Planning Commission may reduce the permissible densities to the extent that acceptable levels of service are provided, as determined by the Transportation Department. (T)
- (STAFF/CPC) 8. The southernmost access road shall be constructed to a three (3) lane typical section at its intersection with Route 10. (T)
- (STAFF/CPC) 9. All public roads shall be bonded to meet State standards for acceptance into the State system at the time of right of way dedication to the County. (P)

(Note: This condition supersedes Section III. Multi-family (Tracts F-1 and F-2), paragraph B. Development Conditions, sub-paragraph 18.

#### Proffered Conditions

##### A. Traffic Proffered Conditions

- (STAFF/CPC) 1. In connection with Schematic Plan Review for portions of the Property abutting Route 10, additional right of way shall be dedicated to Chesterfield County so that the distance between the property line abutting the right of way of Route 10 and the existing centerline of the right of way for Route 10 is approximately one hundred (100) feet.
- (STAFF/CPC) 2. At the time of the first Schematic Plan Review for development on the Property, an access plan for Route 10, the Parkway, and the northernmost access road serving the Property shall be submitted to, and approved by, the Planning Commission. Thereafter, modifications to the aforesaid access plan shall be subject to approval by the Planning Commission.



- (d) The developer will provide traffic signalization (as warranted) at the following intersections:
  - (i) the intersection of the proposed Parkway, Lewis Road and Route 10; and
  - (ii) the intersection of the northernmost access road to the Property and Route 10.
- (e) The access road to Tract H-1, north of the Parkway, will provide a right turn in and right turn out for traffic generated by development on Tract H-1.
- (f) In connection with development of the Property, an additional through lane for northbound Route 10 and curb and gutter, adjacent thereto, will be installed by the developer, phased as approved by the Planning Commission, to correspond with development of portions of the Property adjoining the additional through lane.
- (g) In connection with the development of Tract J-2, the developer will provide for the dedication of a stub road, to provide eventual vehicular access for Property lying south of Tract J-2, to the southernmost access road serving the Property.
- (h) Any deviation from the design criteria set forth in this Condition 3 shall be permitted only with the approval of the Planning Commission, at the time of Schematic Plan or Plan of Development Review.

**B. Proffered Conditions Relating to Development Standards**

The following proffered conditions shall be applicable with respect to development of Tracts E, H-1, H-2, J-1, J-2, J-3, J-4, J-5, K-1 and K-2, except to the extent the development standards contained herein are modified by the Planning Commission at Plan of Development or Schematic Plan Review:

(STAFF/CPC) 1. Yard and Height Requirements.

- (a) Yards. The following yard requirement shall apply to any lot or parcel, except as may be modified by Condition 4, below:
  - (1) Setbacks along major arterials. All buildings and drives shall have a minimum seventy-five (75) foot setback from the proposed rights of way of major arterials as indicated on the Chesterfield General Plan, as amended. [Parking areas shall have a minimum one hundred (100) foot setback from proposed rights of way of

major arterials.] The parking area setback may be reduced to seventy-five (75) feet when parking areas are located to the side or rear of buildings. Within these setbacks, landscaping shall be provided in accordance with Condition 3, below.

- (ii) Front yard. The front yard setback shall be a minimum of forty (40) feet from public rights of way other than major arterials.
- (iii) Side yards. The side yard setbacks shall be a minimum of thirty (30) feet. The minimum corner side yard shall be forty (40) feet. One (1) foot shall be added to each side yard for each three (3) feet that the building height adjacent thereto exceeds forty-five (45) feet or three stories, whichever is less, subject, however, to the provisions of Section 21-27 of the Zoning Ordinance.
- (iv) Rear yard. The minimum rear yard setback shall be forty (40) feet. One (1) foot shall be added to each rear yard for each three (3) feet that the building height adjacent thereto exceeds forty-five (45) feet or three stories, whichever is less, subject, however, to the provisions of Section 21-27 of the Zoning Ordinance.

(STAFF/CPC) 2. Development Standards.

- (a) Utility lines underground. All utility lines such as electric, telephone, CATV, or other similar lines shall be installed underground. This requirement shall apply to lines serving individual sites as well as to utility lines necessary within the project. All junction and access boxes shall be screened with appropriate landscaping. All utility pad fixtures and meters should be shown on the site plan. The necessity for utility connections, meter boxes, etc. should be recognized and integrated with the architectural elements of the site plan.
- (b) Loading areas. Sites shall be designed and buildings should be oriented so that loading areas are not visible from any of the project perimeters adjoining any "A," "R," "R-TH," or "R-MF" District or any public right of way.
- (c) Architectural treatment. The exterior wall surfaces (front, rear, and sides) of each individual building visible from a public street shall be similar in architectural treatment and materials to the other

BOOK 1892 PAGE 4  
FIRST SUPPLEMENTAL DECLARATION

THIS FIRST SUPPLEMENTAL DECLARATION is made as of August 18, 1987, by IRONBRIDGE DEVELOPMENT COMPANY, a Virginia general partnership ("Declarant"), and provides:

Declarant executed those certain Ironbridge Protective Covenants dated as of June 23, 1987 and recorded in the Clerk's Office of the Circuit Court of Chesterfield County in Deed Book 1877, Page 1505 (the "Covenants").

The Covenants by their terms encumbered certain property in Chesterfield County, Virginia, containing 380.20± acres of land as shown on the plat of survey attached to and made a part of the Covenants.

Declarant has now acquired title to that certain parcel of land containing 31.20± acres of land as more particularly described on Exhibit A attached hereto (which parcel Declarant purportedly subjected to the Covenants as originally recorded).

Declarant now desires to confirm that the property described on Exhibit A attached hereto is subject to the Covenants.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration Declarant hereby declares that (i) the property described on Exhibit A attached hereto is now and shall hereafter be held, transferred, sold, leased, conveyed, financed, mortgaged and occupied subject to the Covenants, and (ii) wherever used in the Covenants the term "Property" shall be deemed to refer to the

380.20± parcel of property described on the survey attached to and made part of the Covenants (which parcel includes the property described on Exhibit A attached hereto).

WITNESS the following signatures.

IRONBRIDGE DEVELOPMENT COMPANY,  
a Virginia general partnership

By: Pioneer Properties I, Inc.,  
a Virginia corporation,  
general partner

By: *dl f 3. Ray*  
Title: *V. P.*

STATE OF VIRGINIA:

CITY/COUNTY OF Richmond:

The foregoing instrument was acknowledged before me this 19th day of August, 1987, by Max E. Gray, as Vice President of Pioneer Properties I, Inc., general partner of Ironbridge Development Company, a Virginia general partnership, on behalf of the partnership.

My commission expires: 7/1/91

Valerie J. Haguen  
Notary Public

## EXHIBIT A

ALL that certain parcel of land containing 31.2 acres, more or less, located in the Matoaca Magisterial District of Chesterfield County, Virginia, which parcel is more particularly shown on a plat of survey entitled "Plat Showing 31.2± Acres Located on Great Branch in the Matoaca District, Chesterfield County, Virginia" prepared by E. D. Lewis & Associates, P.C. and dated December 19, 1986. A copy of said plat is recorded with the next mentioned deed.

BEING the same property conveyed to Pioneer Financial Corporation by deed from the County of Chesterfield, Virginia, dated December 23, 1986 and recorded January 9, 1987 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Deed Book 1828 at page 1087.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 20 DAY OF AUG 1987, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE.....ADMITTED TO RECORD AT 12:57 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-302 IN THE AMOUNT OF \$1.00 HAS BEEN PAID.

TESTE: RONALD P. LIVINGSTON, CLERK

87 AUG 20 12 51

CIRCUIT COURT CLERK  
CHESTERFIELD CO VA

037938

RONALD P. LIVINGSTON

FIRST SUPPLEMENTAL  
DECLARATION

RECORD AND RETURN TO:  
HIRSCHLER, FLEISCHER, WEINBERG,  
COX & ALLEN  
MAIN STREET CENTRE  
629 EAST MAIN STREET . P.O. BOX 19  
RICHMOND, VIRGINIA 23202  
ATTN: PRO

