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SECOND SUPPLEMENTAL DECLARATION

TO

THE IRONBRIDGE PROTECTIVE COVENANTS FOR

ARBOR LANDING

AT

IRONBRIDGE

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SECOND SUPPLEMENTAL DECLARATION
TO
IRONBRIDGE PROTECTIVE COVENANTS FOR
ARBOR LANDING AT IRONBRIDGE

THIS SECOND SUPPLEMENTAL DECLARATION, is made on the date hereinafter set forth, by IMG/CHESTERFIELD ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership ("the IMG/Declarant"); STRATFORD SQUARE PARTNERSHIP, a Maryland general partnership ("Stratford Square"); IRONBRIDGE DEVELOPMENT COMPANY, a Virginia general partnership ("Ironbridge"); MAX E. GRAY AND KIMBERLY L. FERGUSSON, TRUSTEES (the "Ironbridge Trustees"); CITICORP REAL ESTATE, INC., a Delaware Corporation ("Citicorp"); and ANDREW F. PALMIERI AND ROBERT J. BEAGAN, SUBSTITUTED TRUSTEES (the "Citicorp Trustees"). Ironbridge and the Ironbridge Trustees join herein for the purposes set forth in Article X and Article XI, Section 7 hereof. Citicorp and the Citicorp Trustees join herein solely for the purposes set forth in Article XI, Section 7 hereof.

W I T N E S S E T H :

RECITAL. By Declaration dated June 23, 1987, entitled, "Ironbridge Protective Covenants" (the "Ironbridge Covenants"), recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia (the "Clerk's Office"), in Deed Book 1877, page 1505, Ironbridge subjected the land therein described, containing 380.20 acres, more or less, located in the Matoaca District, Chesterfield County, Virginia, to certain covenants. By First Supplemental Declaration dated August 18, 1987, recorded in the Clerk's Office in Deed Book 1892, page 4, Ironbridge subjected certain additional land, containing 31.20 acres, more or less, to the Ironbridge Covenants. By deed dated November 23, 1987, recorded in the Clerk's Office in Deed Book 1913, page 1616, the IMG/Declarant acquired from Ironbridge certain real estate - containing 182.76 acres, more or less, reference being made to the deed for a more particular description thereof (hereinafter referred to as the "Property"). Part of such Property has been conveyed by the IMG/Declarant to Stratford Square. By Assignment dated November 23, 1987, recorded in the Clerk's Office, Ironbridge, pursuant to Section 7.3 of the Ironbridge Covenants, assigned to the IMG/Declarant all of its rights, power, easements, and reservations contained in the Ironbridge Covenants as they apply to the Property acquired by the IMG/Declarant, which assumed the position of Ironbridge with respect thereto. By this Second Supplemental Declaration (the "Arbor Landing Declaration"), the IMG/Declarant and Stratford Square desire to subject the Property owned by them to this "Arbor Landing Declaration". By deed of trust dated November 23, 1987, recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia (the "Clerk's Office") on November 24, 1987, in Deed Book 1913, page 1629, IMG/Declarant conveyed a portion of the Property to the Ironbridge Trustees.

By deed of trust dated July 25, 1989, recorded August 2, 1989, in the Clerk's Office in Deed Book 2035, page 783, IMG/Declarant conveyed a portion of the Property to the Citicorp Trustees. The foregoing deeds of trust given to secure Ironbridge and Citicorp are, collectively, the "Deeds of Trust."

NOW, THEREFORE, (a) the IMG/Declarant, as to all of the Property owned by it, and (b) Stratford Square as to the Sites (as hereinafter defined) owned by it in the Arbor Landing Subdivision, all of which is included in the Property, declare that all such Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the desirability of, and which shall run with, the Property and Common Area, shall, except as provided in the fourth sentence of Section 7 of Article XI herein, be binding on all parties having any right, title, or interest therein or in any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Act" shall mean and refer to the Virginia Property Owners' Association Act set forth in Sections 55-508 et. seq. of the Code of Virginia of 1950, as amended.

Section 2. "Arbor Landing Association" shall mean and refer to Arbor Landing Home Owners Association, Inc., a Virginia nonstock corporation organized by the IMG/Declarant.

Section 3. "Board of Directors" shall mean and refer to the Board of Directors of the Arbor Landing Association.

Section 4. "Common Area" shall mean all real property owned by the Arbor Landing Association for the common use and enjoyment of the Owners of Sites, including, but without limitation, the Recreational Facilities and Recreational Facilities Site.

Section 5. "Common Area Improvements" shall mean all trails, pathways, landscaping, lighting, structures, signage, and the like, constructed by or at the direction of the IMG/Declarant or the Arbor Landing Association within the Common Area or elsewhere.

Section 6. "The IMG/Declarant" shall mean and refer to IMG/Chesterfield Associates Limited Partnership, a Maryland limited partnership, or its successors or assigns as developer of the Lots.

Section 7. "Improved Lot" is defined as a Lot on which a residence has been substantially completed and then sold and conveyed to a purchaser, and a Lot on which the residence has been substantially completed for more than six (6) months, although not so sold and conveyed. All other Lots are defined as "Unimproved Lots". A residence shall be deemed substantially completed when a Certificate of Occupancy has been issued.

Section 8. "Lot" shall mean and refer to any parcel of land designated for a single-family detached or attached residence (which shall include a Site), which is shown upon any recorded plat of any part of the Property, but not including any Common Area or unsubdivided land owned by the IMG/Declarant and zoned for residential use.

Section 9. "Member" shall mean every Owner of a Site.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Site which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Property" shall mean and refer to that certain real property which is identified on Exhibit A as Sections I-X and Arbor Landing Recreation Center, and which is more particularly described on Exhibit B, and such additions thereto as may hereafter be subjected to this Declaration by or with the written consent of the IMG/Declarant.

Section 12. "Recreational Facilities" shall include:

- Clubhouse, including without limitation furniture, fixtures, and equipment;
- Swimming pool with cabana, deck, furniture, and equipment;
- Two tennis courts;
- Tot lot;
- Tot pool with deck; and
- All grounds, fencing, trees, and landscaping within the Recreational Facilities Site.

Section 13. "Recreational Facilities Site" shall mean and refer to that certain part of the Property which is designated on Exhibit A as "Arbor Landing Recreation Center", containing approximately five and nine-tenths (5.9) acres, more particularly described as Recreation Center on plat recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Plat Book 62, page 39, and any other part of the Property which may hereafter be devoted to such use.

Section 14. "RSC" shall mean and refer to the residential Subcommittee of the Architectural Review and Control Committee of the Arbor Landing Association.

Section 15. "Site" shall mean and refer to all contiguous land owned or leased by an Owner (and shall include all of any parcel in common ownership by more than one person or entity), regardless of the designated use thereof, but shall not include any street right-of-way, easement or other part of the Property at any time owned by the IMG/Declarant for public roads or utility facilities, or by any public utility or governmental entity for roads, utility facilities, or other facilities related to development of the Property. The term "Site" includes individual Lots.

ARTICLE II
PROPERTY RIGHTS

Section 1. Easement of Enjoyment of Common Area; Violations.
Every Owner of a Site shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Site, subject to the following provisions:

(a) The right of the Board of Directors to adopt rules and regulations governing the use and operation of the Common Area.

(b) The right of the Board of Directors to suspend the voting rights and right to use the Common Area by an Owner of a Site (i) for any period during which any assessment against his Site remains unpaid, and (ii) for a period not to exceed sixty (60) days for any single infraction of its published rules and regulations.

(c) The right of the Board of Directors to assess a charge against any Member for any violation of the Arbor Landing Declaration or any rules and regulations for which such Member or his family members, tenants, guests, or other invitees are responsible. No such charge shall exceed Fifty Dollars (\$50.00) for a single violation or Ten Dollars (\$10.00) per day for a violation of a continuing nature, unless a greater charge is permitted by law. A charge for an offense of a continuing nature may be assessed daily from the date of five (5) days notice of such offense and charge is mailed by registered mail, return receipt requested, to the Member at his address shown on the records of the Arbor Landing Association, until the violation is cured. Any charge imposed shall constitute a lien on the Site of the Owner, and the provisions of Subsections 4(f) and 4(g) of Article IV shall apply to such lien. The type and date of the notice of the hearing, and by whom given, shall be recorded in the minutes of the Board of Directors. The Board of Directors may waive the imposition of a charge after notice of a hearing if the violation is cured before the date of the hearing, but no such waiver shall be construed as a waiver of or affect the right to impose a charge for later violations similar in nature.

(d) The right of the Arbor Landing Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility, subject to all of the provisions of this Arbor Landing Declaration and to such other conditions as may be approved by the Arbor Landing Association. No such dedication or transfer shall be effective unless approved by majority vote at a meeting of the Members duly called for such purpose, at which a quorum shall be two-thirds (2/3) of the Members entitled to vote. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the Members entitled to vote who attend such meeting, in person or by proxy, shall constitute a quorum. Such subsequent meeting shall be held within sixty (60) days after the first meeting.

Section 2. Recreational Facilities. Every Member shall have the right to use the Recreational Facilities from time to time, which right shall be appurtenant to and shall pass with the title to every Site, subject to the following provisions:

(a) The right of the Board of Directors to adopt rules and regulations governing the use and operation and to charge reasonable admission and other fees for the use of the Recreational Facilities, which may be in addition to the Annual Assessment;

(b) The right of the Board of Directors to suspend the right to use the Recreational Facilities by a Member for any period during which any charges imposed pursuant to Subsection (a) immediately preceding are unpaid;

(c) The right of the Board of Directors to suspend the voting rights of a Member for any period during which any charges imposed pursuant to Subsection (a) of this Section 2 remain unpaid, and for a period not to exceed sixty (60) days for any infraction of published rules and regulations applicable to use of the Recreational Facilities; and

(d) The IMG/Declarant reserves for itself, or its designees, a total of twenty-five (25) memberships for use of the Recreational Facilities by its guests and invitees, each with all the rights and obligations of an Owner of a Site as provided in this Section 2, except that no Member shall be required to pay any fees or assessments for the use of the Recreational Facilities.

Section 3. Delegation of Use. Any Owner of a Site may, subject to all of the provisions of this Arbor Landing Declaration, delegate his right of enjoyment to the Common Area and/or Recreational Facilities only to the members of such Owner's family, tenants of all or any part of the Site, or contract purchasers who occupy the Site.

Section 4. Waterfront Lots. The IMG/Declarant reserves to and for the benefit of itself, its successors and assigns, an easement twenty (20) feet in width along the boundary of each Lot fronting on any lake or pond, beginning at the high-water mark of such lake or pond, for access to such lake or pond for maintenance and/or improvement. Such reservation does not confer any rights or benefits therein on any Owner.

Section 5. Lakes, Ponds, and Common Areas. Any Owner of a Lot fronting on any lake or pond, which Lot includes a portion of any buffer area established adjacent to the lake or pond, shall maintain such buffer area as a grass lawn or, if such area is wooded, it shall remain in its natural state, except as may otherwise be approved by the Residential Subcommittee ("RSC") of the Architectural Review and Control Committee. No Owner shall place any boat on or use any boat or other waterborne vehicle of any kind or nature whatsoever on any lake or pond, nor make any other recreational use thereof, for swimming or otherwise, except fishing from the shore in Common Areas, or by an Owner from his own Lot, and subject to rules and regulations adopted by the Board of Directors.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Member. Every Owner of a Site shall be a Member of the Arbor Landing Association. Membership shall be appurtenant to and may not be separated from record title to a Site.

Section 2. Classes of Membership/Voting Rights. The Arbor Landing Association shall have the following two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Owners of Sites, with the exception of the IMG/Declarant, and shall be entitled to one (1) vote for each Site owned. When more than one (1) person holds an interest in any Site, all such persons shall be Members. The vote for such Site shall be exercised as they among themselves determine, but no more than one (1) vote shall be cast with respect to any Site. The IMG/Declarant, as to any Sites owned upon termination of the Class B membership, shall become a Class A member.

(b) Class B. The Class B Member shall be the IMG/Declarant, and shall be entitled to (i) three (3) votes for each Site owned, and (ii) two (2) votes for each acre (or fraction of an acre which is Fifty Percent (50%) or more), of land owned and designated in Arbor Landing for detached single-family residential use and with respect to which a subdivision plat has not been recorded. The Class B membership shall terminate and be converted to Class A membership on the happening of either of the following events, whichever occurs later:

(i) when subdivision plats have been recorded for all of the Property to be developed for detached single-family residences and the total votes outstanding in the Class B membership equal the total votes outstanding in the Class A membership; or

(ii) on January 1, 1999.

ARTICLE IV ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The IMG/Declarant, for all of the Property, hereby covenants and agrees, and each Owner of any Site, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Arbor Landing Association all assessments provided in this Article IV. All assessments, together with interest, any late charge for which provision is made in the Bylaws of the Arbor Landing Association and collection costs, including without limitation reasonable attorneys' fees, shall be a charge on each Site and shall be a continuing lien upon each Site against which each such assessment is made, and the provisions of Subsections 4(f) and 4(g) of this

Article IV shall apply thereto. Each such assessment, together with interest, any late charge as aforesaid and collection costs, shall also be the personal obligation of the Owner of such Site at the time when such assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by each such successor.

Section 2. Types of Assessments. Subject to all of the terms of this Arbor Landing Declaration, the following types of assessments may be made:

(a) Annual Assessment, for the following purposes:

(1) Administration and management of the Arbor Landing Association;

(2) Non-capital improvements, maintenance, repair, and operation of:

- a. Common Area;
- b. Common Area Improvements; and
- c. Recreation Facilities.

(3) Taxes and insurance;

(4) Legal and accounting expenses;

(5) All other operating expenses of the Arbor Landing Association; and

(6) Such capital reserves as may be established by the Board of Directors from time to time.

(b) Special Assessments. In addition to the Annual Assessment, the Board of Directors may, if found by the Board to be in the best interests of the Arbor Landing Association, levy against the membership a Special Assessment of up to, but not more than, Ten Thousand Dollars (\$10,000), for capital expenditures, and/or the construction, reconstruction, repair, or replacement of any Common Area Improvement and/or Recreation Facilities, and subject to approval by the Members pursuant to Subsection 4(c) of this Article IV, levy against the membership, in any assessment year, a Special Assessment for the maintenance and upkeep of the Common Area, including as assessment of more than Ten Thousand Dollars (\$10,000) for capital expenditures, and/or the construction, reconstruction, repair, or replacement of any Common Area Improvements and/or Recreation Facilities.

Section 3. Members' Obligation to Pay Assessments. Each class of members shall be obligated to pay assessments as follows:

<u>Type of Assessment</u>	<u>CLASS OF MEMBER</u>	
	<u>Class A</u>	<u>Class B</u>
Annual Assessment	X	X
Special Assessments	X	X

Section 4. Amount of Assessment.

(a) Purpose. Annual Assessment and any Special Assessments levied by the Arbor Landing Association shall be used exclusively by the Arbor Landing Association for the benefit of the Members, and for the improvement and maintenance of the Common Area, Common Area Improvements, Recreation Facilities, and for the other purposes stated in Subsection 2(a) of this Article IV.

(b) Annual Assessments.

(i) Until December 31, 1991, the maximum annual Assessment shall be:

(A) \$300 per Lot for Improved Lots; and

(B) For Unimproved Lots in amount equal to twenty-five percent (25%) of the Annual Assessment for Improved Lots.

(c) Notice, Quorum, and Voting Requirement for Any Action Authorized Under Subsection (b) (Special Assessment over \$10,000) of Section 1. Written notice of any meeting called for the purpose of taking any action authorized under Subsection 2(b) of this Article IV shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence, in person or by proxy, of Members entitled to cast fifty-one percent (51%) of the votes of all Members shall constitute a quorum. If the required quorum is not present, another meeting may be called, to be held within sixty (60) days after the first meeting, subject to the same notice requirement, and at any such subsequent meetings those Members entitled to vote who shall attend in person or by proxy shall constitute a quorum, and any business may be transacted which might have been transacted at the meeting as originally notified. At any such meeting held pursuant to this Subsection (c), at which a quorum is present, a simple majority vote shall be required.

(d) Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for Improved Sites and at a separate uniform rate for Unimproved Sites and may be collected on a monthly or such other basis as the Board of Directors shall determine.

(e) Date of Commencement of Assessments; Due Dates. The Annual Assessment provided for herein shall commence on a date fixed by the Board of Directors but not earlier than the first day of the month following the initial opening for use by the Members of the Recreational Facilities. The first Annual Assessment shall be adjusted pro rata according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Site at least thirty (30) days in advance of each annual assessment period, and written notice of the assessments shall be sent to every Owner subject thereto prior to its effective date, but the failure of the Board of Directors to act within such times shall not affect the validity or effective

date of the assessment. The due dates for payment of annual assessments shall be established by the Board of Directors. The Arbor Landing Association shall, upon demand of any Owner, and for a reasonable charge, furnish a certificate signed by an officer or authorized agent of the Arbor Landing Association setting forth whether any assessment has been paid. A properly executed certificate of the Arbor Landing Association as to the status of assessments against any Site is binding upon the Arbor Landing Association as of the date of its issuance.

(f) Effect of Nonpayment of Assessments; Remedies of the Arbor Landing Association. Any assessment not paid within five (5) days after the due date shall be subject to a late fee, as established from time to time by the Board of Directors, and shall bear interest from the due date at the higher of twelve percent (12%) per annum or the maximum rate permitted by law. The Arbor Landing Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Site, or exercise the rights reserved in Section 1(b) of Article II of this Arbor Landing Declaration; provided, however, that no such lien shall be foreclosed until after expiration of thirty (30) days following written notice to the noteholder(s) under all deeds of trust or mortgages constituting a lien against the Site, and only if the noteholders fail to satisfy such lien within such thirty (30) day period. All interest, any late fee for which provision is made in the Bylaws of the Arbor Landing Association and collection costs, including, without limitation, reasonable attorneys' fees, shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of a Site.

(g) Subordination of the Lien. The lien of the assessments provided for herein shall have priority over all other subsequent liens and encumbrances except (i) real estate taxes on such site; (ii) liens and encumbrances recorded prior to the recordation of this Declaration; and (iii) sums unpaid on and owing under any mortgage or deed of trust recorded prior to the perfection of such lien. Except as set forth in the first sentence of this Section 4(g), the sale or transfer of any Site or part thereof shall not affect the assessment lien, but rather, the grantor(s) and grantee(s) shall be jointly and severally liable for the payment of the assessment secured thereby. If the sale or transfer of any Site pursuant to foreclosure of a mortgage, or a proceeding or transaction in lieu thereof, shall be deemed to have extinguished the lien of the assessments which became due prior to such sale, proceeding, or transaction, the personal obligation of the Owner whose Site was subject to the lien shall not be extinguished. No such sale, proceeding or transfer shall relieve the Site from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
TAXES AND INSURANCE

Section 1. Taxes. The Arbor Landing Association shall pay any real and personal property taxes and other charges assessed against the Common Area, Common Area Improvements and/or Recreational Facilities by governmental authorities.

Section 2. Insurance Coverage. The Arbor Landing Association shall obtain and maintain, to the extent reasonably available, at least the following:

(a) A comprehensive policy of public liability insurance, with a "Severability of Interest Endorsement" or its equivalent, in such amounts and in such forms as may be considered appropriate by the Arbor Landing Association, but not less than One Million Dollars (\$1,000,000), covering all claims for bodily injuries and/or property damage arising out of a single occurrence, including, but not limited to, legal liability, hired automobile liability, non-owned automobile liability, liability for property of others, and such other risks as shall customarily be covered with respect to projects similar in construction, location, and use, including any and all other liability incident to the ownership and use of the Common Areas, Common Area Improvements, and Recreation Facilities;

(b) Worker's compensation insurance to the extent necessary to comply with applicable law; and

(c) Such other policies of insurance as may be required by the Bylaws of the Arbor Landing Association, or as are or shall hereafter be considered appropriate by the Arbor Landing Association, including, but without limitation, a "Legal Expense Indemnity Endorsement", or its equivalent, affording protection for the officers, directors, and employees, and agents in the discretion of the Board of Directors, of the Arbor Landing Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer, director, employee, or agent shall have been made a party by reason of his or her services as such.

Section 3. Insurance Policies. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written or reinsured with a company or companies licensed to do business in the Commonwealth of Virginia and holding a rating of "A + AA" or better in the current edition of Best's Insurance Guide.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Arbor Landing Association, or its authorized representative.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article V be brought into contribution with insurance purchased by the Owners of the Sites or their mortgagees, and any "no other insurance" or similar clause in any policy obtained by the Arbor Landing Association pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) All policies shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without ninety (90) days prior written notice to any and all insureds named thereon, including any mortgagees. If a ninety (90) day notice requirement is not available, or is available only subject to conditions not acceptable to the Board of Directors, a notice requirement of less than ninety (90) days shall be permitted, provided only that it shall not be less than thirty (30) days.

(e) All policies shall contain a waiver of subrogation by the insurer, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

Section 4. Insurance by Owners. Each Owner shall maintain fire insurance with extended coverage endorsement (or more extensive coverage) covering the improvements on the Site owned by him.

ARTICLE VI ARCHITECTURAL AND ENVIRONMENTAL CONTROL

Section 1. Application of Article. This Article VI shall apply to all property from time to time subject to this Arbor Landing Declaration.

Section 2. Architectural Review and Control Committee. Pursuant to Subsection 5.1(b) of the Ironbridge Covenants, a Residential Subcommittee (the "RSC") of the Architectural Review and Control Committee (the "Committee") shall be appointed by the IMG/Declarant. After the Arbor Landing Association is organized the RSC shall be appointed by, and be subject to the authority of, the Board of Directors of the Arbor Landing Association. The RSC shall act on behalf of the IMG/Declarant or the Board of Directors, as the case may be, and be responsible for review of the matters referred to herein, as generally set forth in the Ironbridge Covenants and this Arbor Landing Declaration, as it may be from time to time amended, all for the protection and value enhancement for all Owners. The original members of the RSC shall serve for such term or terms as shall be determined by the IMG/Declarant. Thereafter, members of the RSC shall be elected and serve as provided in the Bylaws of the Arbor Landing Association. Any vacancy in the RSC created by death, resignation, or removal of any member shall be filled by a person appointed by the IMG/Declarant, or the Board of Directors, as the case may be, if such vacancy occurs prior to the expiration of the term for which such member was elected.

Section 3. General Standards. No Site shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Site other than one (1) single-family dwelling or one (1) attached single-family dwelling, not to exceed three (3) stories in height and a private attached garage for no more than two (2) automobiles. The provisions of this Article VI are in addition to the provisions of Article V of the Ironbridge Covenants, as amended, and in the event of conflict the provisions of the Ironbridge Covenants, as amended, shall control.

Section 4. Approval Procedures and Requirements.

(a) Before commencing the construction or alteration of all initial or any subsequent buildings, enclosures, fences, landscaping, or any other structures or any other Improvements on or to any Site or part thereof, except as provided in Section 21(c) of this Article VI, the Owner of every such Site or part thereof shall first submit plans and specifications for all of the foregoing. Said plans and specifications shall become the sole property of RSC. No improvement shall be constructed, erected, placed or materially altered on any Site or part thereof until plans and specifications including, among other things, (i) the site plan for the Lot, which shall include all required setback lines, location, and expansion of any existing and proposed structures and driveways, (ii) building elevation drawings, (iii) exterior building materials and appearance, (iv) landscape plans, including irrigation, (v) such other matters as are contemplated by Section 5.3 of the Ironbridge Covenants, and (vi) such other matters as may from time to time be established as requirements by the RSC, shall have been submitted to and approved in writing by the RSC.

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

(1) The RSC shall meet from time to time as determined by the RSC in its reasonable discretion. Plans and specifications for contemplated improvements must be submitted at the office maintained by the RSC, at least ten (10) business days prior to an announced RSC meeting. The RSC shall review the proposed improvements and notify the applicant in writing, if approved. If disapproved, the RSC shall notify the applicant in writing with comments. At the RSC's discretion, any applicant may be required to submit a revised plan and/or specifications to the RSC if such applicant's plan and/or specifications previously disapproved by the RSC.

(2) No material modifications or deviations from approved plans and specifications are permissible without the prior written approval of the RSC.

(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 or the exterior appearance of the building.

(c) Nothing contained in this Arbor Landing 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 RSC'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 this Arbor Landing Declaration; 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 RSC as contemplated herein. For purposes of this Arbor Landing 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 their judgment can no longer use or occupy such improvement for their intended purpose.

Section 5. Approval/Disapproval.

(a) Review Standard. In considering approval of plans and specifications, the RSC 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 Arbor Landing Declaration. The RSC 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 Arbor Landing Declaration, zoning ordinances or if the RSC, in its sole discretion, determines that such plans or proposed use are not in the best interest of the contemplated development of the Property.

(b) Time for Approval. If the RSC fails either to approve or to disapprove plans and specifications within twenty-one (21) business days after it actually receives such plans and specifications, such plans and specifications shall be deemed approved by the RSC, but only if all required and/or requested information has been received.

(c) Easements and Common Area Dedications. As a prerequisite to approval of plans and specifications, the RSC 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.

(d) Time Limitation. All approvals issued by the RSC as provided for in Section 4 shall be effective for a period of one (1) year from the date approval is given or deemed to have been given as provided in Subsection (b) of this Section 5. In the event construction of the work called for by the plans and specifications approved has not substantially commenced within said one (1) year period then approval shall be deemed expired and no construction shall thereafter commence until a written renewal of such prior approval is granted by the RSC upon application of the Owner according to the method for submission of original plans and specifications as provided for in Section 4.

(e) Limitation of RSC's Liability. Neither the RSC 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 Arbor Landing 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 RSC is named as a party in any actual or threatened legal action on account of his membership on the RSC or of any action or nonaction which he has taken or not taken as a member of the RSC in good faith, then the Arbor Landing Association shall pay such member's 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 RSC 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 RSC or any member thereof to recover any such damages. The RSC'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 RSC 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 the IMG/Declarant, the RSC and all members of RSC of any and all liability in connection therewith.

Section 6. Single House Limit; Nuisance; Uses. Only one (1) residence shall be erected or placed on a Site, and no Site, after its original conveyance by the IMG/Declarant, shall be subdivided into smaller lots or parcels without the approval of the Board of Directors. If subdivision of a Site is approved, each parcel into which it is subdivided shall constitute a separate Site unless otherwise provided in the Board approval. No use shall be made of any Site which will depreciate or adversely affect the value of the surrounding Sites or of the neighborhood as first class residential property.

The Site shall be used for residential purposes exclusively, and no building shall be erected, altered, placed, or permitted to remain on any Site other than one used as a single-family dwelling, except that a professional office may be maintained in a dwelling provided that: (1) such maintenance and use is limited to the person actually residing in the dwelling; (2) such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance, or regulation; and (3) such maintenance and use has been approved by the RSC. As used in this section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects, and the like, but not including medical or dental clinics. Nothing contained in this Article VI or elsewhere in this Declaration shall be construed to prohibit the IMG/Declarant from the use of any Site or dwelling, or improvement thereon, for promotional or display purposes, or as "model homes", a sales office, or the like.

Except as may be permitted by the foregoing, no Site shall ever be used or caused or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes.

Section 7. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding, shall be used on any Site at any time as a residence, either temporarily or permanently, and any residence to be constructed on any Site shall be completed within one (1) year from the time the first building permit shall have been issued by the appropriate public authority to the Owner or contractor for the construction of the residence.

Section 8. Boats and Recreational Vehicles. No campers, house trailers, horse trailers, or other recreational vehicles or boats, utility trailers, school buses, or marked or unmarked commercial vehicles having a gross vehicle weight in excess of six thousand (6,000) pounds and having dual wheels, or which is licensed as a commercial vehicle, shall be parked on any Site, Common Area, or street. Said vehicles shall only be parked in areas outside of the Property. No motorcycle shall be parked on any Lot unless in a closed garage.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any Site except one (1) sign of not more than six (6) square feet by a builder or realtor to advertise the Site and residence for sale or rent, and such other sign, if any, as may be approved by the RSC.

Section 10. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Site, except that of a total of two (2) of either a dog, cat, or other household pet, or combination thereof, may be kept on a Site provided that they are not kept, bred, or maintained for any commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on the Site which result in any annoyance or are obnoxious to other residences in the vicinity, and each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees, and invitees, and to the Arbor Landing Association, for any and all damage to person or property caused by any pets brought upon or kept upon the Sites, the Common Area or any other part of the Property by any Owner or by members of the family, guests, permittees, or invitees of an Owner. No Owner shall permit any dog to be let out of that Owner's building unless the dog is kept within a fence or on a leash. Any Owner keeping an animal on a Site will comply with all requirements of law applicable to such animal.

Section 11. Trash. No Site shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept on any Site except in sanitary containers, all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be screened from view. No such container or any other trash or debris shall be placed at the curb or elsewhere in any front or side yard, for pick-up or otherwise, for longer than twenty-four (24) hours.

Section 12. Tree Removal. Topographic and vegetation characteristics of Sites shall not be altered by removal, reduction, cutting, excavation, or any other means without the prior written approval of the RSC. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level, flowering trees, shrubs, or evergreens, on any Lot or the Common Area, may be removed without written approval of the RSC, unless located within ten (10) feet of a residence, or within the right-of-way of driveways and walkways. Exceptions will be made for trees which must be removed because of an emergency.

Section 13. Underground Utility Lines. All television, electrical, telephone, gas, water, and sewer utility service lines and connections, including wires, cables, pipes, and mains which are installed to serve any Site or the Common Area or are connected with any improvement thereon, shall be installed underground in conformity with the specifications of or approved by the utility company involved and the RSC. No such lines or connections shall be permitted on or above the ground.

Section 14. Motor Vehicles. No motorized vehicles may be used or maintained on the yards or sidewalks of any Site and no unlicensed vehicles are allowed on the Property. The Board of Directors shall have the right, subject only to applicable law, to tow any vehicle(s), the keeping or parking of which in the Common Area or in public roadways violates this Declaration, upon forty-eight (48) hours' notice. No inoperable vehicle or other vehicle on which current registration plates are not displayed shall be kept within any Site or on any part of the Common Area or public roadways unless inside an approved enclosed outbuilding, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the Sites, Common Areas, or public roadways.

Section 15. Antenna. No exterior television or other antennas, including without limitation "dish" or similar types, shall be permitted on any Site or the Common Area. However, the provisions of this Section shall not prohibit the installation of equipment necessary for a master antenna system or "cable T.V."

Section 16. Swimming Pools. Swimming pools of the portable type which can be dismantled and moved, and which have walls or sides of more than twenty-four (24) inches in height, shall not be installed or used on any Site at any time.

Section 17. Fences and Hedges. No fence or hedge shall be erected or planted on any portion of any Site except in accordance with plans and specifications for construction thereof approved in writing by the RSC. The following general standards shall apply in considering requests for approval of fences and hedges.

A. No fence or hedge shall extend beyond the front elevation of a residence.

B. No fence shall be generally permitted higher than forty-eight inches (48"), except that a higher fence may be approved at the discretion of the RSC.

C. Fences will be natural wood or stained in approved wood tones.

D. Except as provided in Article VII, fences and hedges shall not be built or planted on the property line between Sites.

Section 18. Clothes Lines. No exterior clothes lines shall be erected or maintained at any time on any Site.

Section 19. Lease Agreement. Any lease agreement between a Lot Owner and a lessee shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, and Bylaws of the Arbor Landing Association, and rules and regulations adopted by the Board of Directors, and any failure by the lessee to comply with the terms of such documents shall be a default under the lease, and a default under this Declaration by the Owner. All such leases shall be in writing.

Section 20. Garages; Storage Buildings. No garage on a Site shall be utilized for other than the purpose of storage of vehicles and other types of items normally stored in garages in first-class residential neighborhoods. Except for the purposes of immediate access to the inside of a garage, garage doors shall at all times remain in a closed position if the garage is not being used for the storage of vehicles. To the extent an Owner of a Site owns or has the beneficial use of any vehicle(s), all such vehicle(s) shall, while on the Site, and to the extent the size of the garage as constructed allows, be parked within the garage with the garage door closed. Garden storage buildings may be constructed, provided they are of an architectural style, materials, and color scheme that are in conformity with the residence, and are not larger than ten feet (10') by twelve feet (12') .

Section 21. Application of Restrictions. None of the foregoing restrictions shall be applicable to:

(a) The activities of the IMG/Declarant, its officers, employees, agents, or assigns, in their development, marketing, and sale of Sites or other parcels within the Property; or

(b) The activities of the Arbor Landing Association, its officers, employees, and agents, in connection with the proper maintenance, repair, replacement, and improvement of the Common Areas and Recreational Facilities.

(c) The approval of the initial construction of original improvements on Sites by persons or entities in the business of constructing such improvements ("Builder"), to the extent that the IMG/Declarant reviews and approves the Builder's plan and specifications prior to the Builder initiating construction of such original improvements.

Section 22. Inspections. During reasonable hours, the IMG/Declarant, any member of the RSC, a member of the Board of Directors of the Arbor Landing Association, or any representative of any of them, shall have the right, after reasonable notice in writing (unless in the event of an emergency, in which event no notice is required), to enter upon and inspect any Site for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

ARTICLE VII PARTY WALLS OR PARTY FENCES (ORIGINAL CONSTRUCTION ONLY)

Section 1. General Rules of Law to Apply. Each wall or fence which is built as a part of the original construction of homes upon any Site and placed on the dividing line between Sites shall constitute a party wall or party fence, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall or party fence shall be shared by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with Section 6 of this Article.

Section 3. Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the party wall or party fence may restore it, and if the other Owners thereafter make use of the party wall or party fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willfull act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Owner's Site and shall pass to such Owner's successors in title.

Section 6. Arbitration. Upon any dispute arising concerning a party wall or party fence, or under the provisions of this Article, each party shall choose one arbitrator, and the two arbitrators so appointed shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. If the parties to the dispute agree, the Arbor Landing Association may choose an arbitrator whose decision alone shall be binding. If one of the parties appoints an arbitrator and the other fails to appoint one within fifteen (15) days after receipt of written notice of the first appointment, the one first appointed shall act alone and his decision shall be binding.

ARTICLE VIII EASEMENTS, TRANSFERS TO ARBOR LANDING ASSOCIATION

Section 1. General Easement. The IMG/Declarant reserves the right and easement to the use of all areas owned or to be owned by the Arbor Landing Association, and all Sites or any portion thereof, as may be needed for repair, regrading, landscaping, mowing, maintenance, or construction (including, but not limited to, entry features and lighting) on any Site or Common Area.

Section 2. Crossover Easement. If the Owner (including the IMG/Declarant) of any Site must, in order to make responsible repairs or improvements to a building on his Site, enter or cross any area owned or to be owned by the Arbor Landing Association, or a Site of another Owner, such Owner shall have an easement to do

so, provided, that the person exercising such right shall use the most feasible route which will result in the minimum damage to such area, and, if a Site, inconvenience to the Owner thereof. The person exercising such right shall restore the surface so entered or crossed to its original condition, at his expense. No such easement shall exist on the land of any other Site Owner if the purpose for the entrance or crossing is one requiring, by virtue of Article VI of this Declaration, approval of either the Board of Directors or the RSC, unless such approval has been given.

Section 3. Blanket Easement. An easement is hereby retained in favor of the IMG/Declarant and the Arbor Landing Association over the Sites and any area owned or to be owned by the Arbor Landing Association for the construction of a common cable television system, a common sprinkler, or any other item for the common enjoyment and/or benefit of the Owners. An easement is further granted for the purpose of the repair and maintenance of any item so constructed. Any entry upon any Site or any area owned or to be owned by the Arbor Landing Association to effectuate the foregoing purposes shall not be deemed trespass. Each Owner covenants not to damage or destroy any portion of an item so constructed and shall hold the Arbor Landing Association and/or the IMG/Declarant harmless from the cost of repairing or replacing any portion damaged or destroyed by such Owner, his family, his guests or invitees.

Section 4. Easement and Right of Entry of Law Enforcement Officials, Etc. An easement and right of entry through and upon the Property is hereby granted to law enforcement officers, rescue squad personnel, fire fighting, and other emergency personnel of Chesterfield County, and to vehicles operated by said personnel while in the pursuit of their duties. Said emergency personnel shall also have the right of enforcement of cleared emergency vehicle access on roadways and driveways on the Site.

Section 5. Utility Easements. Easements over the Site for the installation and maintenance of electric, telephone, cable television, water, gas, roof drains connected directly to storm sewer, drainage, and sanitary sewer lines and facilities and the like are hereby reserved by the IMG/Declarant, together with the right to grant and transfer the same. The IMG/Declarant also reserves the right to enter upon the Common Area for the purpose of completing the improvements thereon, and upon the Common Area and the Sites for the purpose of correcting any defects in workmanship or materials in the improvements thereon. The rights and duties of the Arbor Landing Association with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines, and facilities shall be governed by the following:

(a) Whenever water, sanitary sewer, roof drains connected directly to storm sewer, electricity, gas, cable television, or telephone connections, lines, cables, or any portion thereof, are or have been installed within the Property, any Owner or the Arbor Landing Association shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have a

utility company enter upon any portion of the Property in which said installations lie, to repair, replace, and generally maintain said installations.

(b) The right granted in subparagraph (a) shall be limited to the extent necessary to enable the Owner or Arbor Landing Association serviced by said installation to realize its full and reasonable use and enjoyment thereof, and any person exercising said right shall be responsible for restoring the surface of the easement area so used to substantially its condition prior to such use.

(c) In the event of a dispute between Owners with respect to any repair, replacement, or maintenance, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Arbor Landing Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

Section 6. Drainage Easement. Each Owner covenants to provide such easements for drainage and water flow as the contours of the Property and the arrangement of buildings thereon requires. The IMG/Declarant reserves an easement over all of the Sites for the purpose of correcting any drainage deficiency.

Section 7. Priority of Easements. Each of the easements hereinabove referred to shall be deemed to have been established upon the recordation of this Arbor Landing Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Sites, and the Common Area, as the case may be, superior to all other encumbrances which may hereafter be applied against or in favor of the Site or any portion thereof.

Section 8. Transfers to Arbor Landing Association. The IMG/Declarant may transfer all or any part of the Common Area and/or Recreational Facilities in which improvements have been completed by it, and any or all of the ownership, benefits and/or obligations to which it is entitled or subject by reason of this Arbor Landing Declaration, to the Arbor Landing Association, which shall thereafter be entitled to all of the benefits and be bound by the obligations appurtenant to any interest so transferred. After the IMG/Declarant makes such a transfer, it will have no liability or obligation with respect thereto arising out of events thereafter occurring.

ARTICLE IX INDEMNIFICATION OF OFFICERS, DIRECTORS, ETC., OF THE ARBOR LANDING ASSOCIATION

Section 1. Liability and Indemnification of Officers, Directors, and Employees. To the extent permitted by law the Articles of Incorporation of the Arbor Landing Association shall limit the liability of its officers and directors and shall provide for the indemnification of officers, directors, employees, and any

managing agent of the Arbor Landing Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon them or any of them in connection with any action, suit, or other proceeding to which any such person may be made a party by reason of being or having been an officer, director, or employee of the Arbor Landing Association.

ARTICLE X CLUSTER HOUSING

Section 1. Ironbridge desires to subject hereto a tract of land containing 11.8 acres, more or less, which is more particularly shown on a plat dated August 22, 1989, entitled "Plat of 11.8+ Acres Situated Along the Northern Line of Ironbridge Parkway and Western Line of Proposed Ironbridge Boulevard, located within the Matoaca District of Chesterfield County, Virginia," a copy of which is attached hereto, marked "Exhibit C" (hereinafter the "Cluster Housing Site"). The Cluster Housing Site shall be deemed to be a part of the "Property", as such term is defined in Article I hereof, except as otherwise provided below.

Section 2. In order for the Cluster Housing Site to be entitled to the benefits of this Article X, no more than eighty-eight (88) individual residential dwelling units, owned in fee simple or as part of a condominium regime, may be constructed on the Cluster Housing Site. If more than eight-eight (88) units are constructed or if the Cluster Housing Site is developed for multifamily rental housing or for nonresidential uses, the provisions of Sections 1, 3, 4, 5, and 6 of this Article X shall not be applicable to the Cluster Housing Site, but the Ironbridge Covenants shall continue to apply thereto.

Section 3. The owner of each individual dwelling unit within the Cluster Housing Site shall be regarded as an "Owner" and a "Member", as these terms are defined in Article II of this Arbor Landing Declaration, subject to all the benefits and obligations thereto appertaining, including, without limitation, those applying to the Recreational Facilities. In addition, such owners shall be deemed to be Class A Members, as defined in Article III, Section 2 hereof.

Section 4. The Cluster Housing Site shall be deemed to be a "Site" as such term is defined in Article I hereof. For the purposes of this Article X, individual units completed within the Cluster Housing Site, whether owned in fee simple or condominium ownership, shall be deemed to be a "Lot" as such term is defined in Article I hereof.

Section 5. For the Cluster Housing Site, the maximum Annual Assessment until December 31, 1991 shall be \$300 per residential unit, provided that no assessment (annual or special) shall be made with respect to the Cluster Housing Site or a unit until a certificate of occupancy has been issued for such unit by the appropriate governmental agency. Assessments shall be fixed at a uniform rate with the rate for Improved Lots.

Section 6. The provisions of Article VI, VII, and VIII hereof shall not apply to the Cluster Housing Site. Notwithstanding the

appropriate provisions of Article V of the Ironbridge Covenants dealing with architectural review and controls shall be binding upon the owner of all or any part of the Cluster Housing Site. In the event of any conflict between the provisions of this Article X and the other provisions of this Arbor Landing Declaration, the provisions of this Article X shall control.

ARTICLE XI GENERAL PROVISIONS

Section 1. Ironbridge Covenants. The provisions of this Arbor Landing Declaration are supplemental to the Ironbridge Covenants within the meaning of Section 9.7 of the Ironbridge Covenants.

Section 2. Enforcement. Subject to the notice and hearing provisions of the Act, the Arbor Landing Association, or any Owner, shall have the right, but not the obligation, to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Arbor Landing Declaration. Failure by the Arbor Landing Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Arbor Landing Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty- (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia. Notwithstanding the provisions of this Section 4, the IMG/Declarant, or any successors or assigns of the IMG/Declarant of its rights under this Arbor Landing Declaration, reserves and shall have the right to amend this Declaration to conform to the requirements of Chesterfield County, Virginia, and/or any other governmental unit or agency having jurisdiction or which makes mortgage loans on any part of the Property, provided only that no such amendment shall operate to deprive any Owner of title or to deprive an Owner of any other rights in his part of the Property, nor to increase his annual costs, except in accordance with the terms hereof.

Section 5. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Site or any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance, public or private, to the neighborhood, or which shall in any way interfere with the quiet enjoyment of any Owner.

Section 6. Paragraph Headings. The Section and/or Subsection headings contained herein are for convenience of reference only, and shall not be construed to affect the meaning or interpretation of any provision of this Declaration.

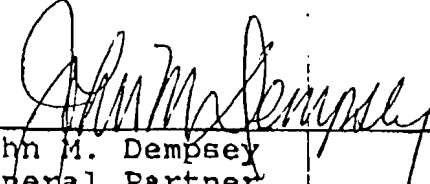
Section 7. Subordination. Ironbridge and Citicorp consent to the provisions hereof and hereby direct their respective trustees to execute this instrument for the purpose of subordinating the lien of their respective Deeds of Trust to the easements and covenants created hereby, except as otherwise provided herein. Execution hereof does not otherwise modify or alter IMG/Declarant's obligations to Ironbridge or Citicorp nor constitute a release of property under either Deed of Trust. Foreclosure of the lien of the Deeds of Trust, or either of them, shall not be deemed to impose the obligations of IMG/Declarant hereunder (other than as an Owner) on Citicorp, Ironbridge, any purchaser at foreclosure or any grantee of a deed in lieu of foreclosure. Notwithstanding anything contained herein to the contrary, except as otherwise may be provided by applicable law, Citicorp, Ironbridge, any purchaser at foreclosure or any grantee of a deed in lieu of foreclosure, as the case may be, shall succeed to all of the benefits of IMG/Declarant hereunder and given by statute or otherwise but shall not succeed to the obligations of IMG/Declarant and shall have no express or implied obligations of IMG/Declarant hereunder or imposed by statute or otherwise until such time as such obligations would be imposed upon any such party by applicable law. It is specifically understood and agreed that it is not the purpose of this Arbor Landing Declaration to impose any express or implied obligations on IMG/Declarant. Except as otherwise provided by applicable law, Citicorp, or any entity controlled by or affiliated with Citicorp, in any capacity, whether as lender or as owner by virtue of foreclosure or deed in lieu thereof or otherwise, has no responsibilities or obligations hereunder.

Section 8. Miscellaneous. Certain portions of the Property (the "Pre-sold Property") herein described have heretofore been sold to various third parties (the "Pre-sold Property Owners") and until such time as such Pre-sold Property Owners and their respective mortgagees execute and record documents expressly agreeing to be bound by this Arbor Landing Declaration such Pre-sold Property and the Pre-sold Property Owners will not benefit by nor be subject to the easements, restrictions, covenants, conditions and other terms and provisions of the Arbor Landing Declaration.

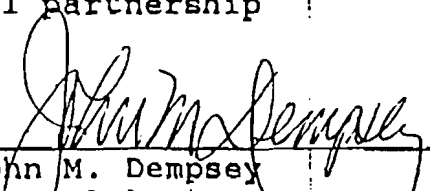
IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed by their respective officers and/or partners who are authorized to do so, on this 15th day of May, 1991.

[SIGNATURES FOLLOW ON NEXT PAGE]

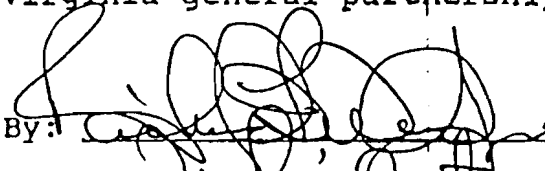
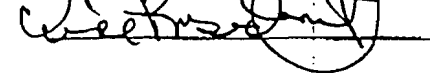
IMG/CHESTERFIELD ASSOCIATES LIMITED
PARTNERSHIP, a Maryland limited
partnership

By: 
John M. Dempsey
General Partner

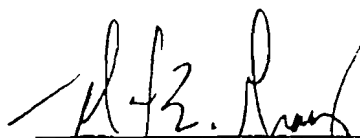
STRATFORD SQUARE PARTNERSHIP, a Maryland
general partnership

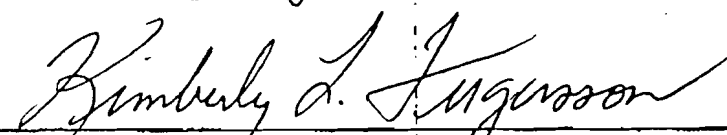
By: 
John M. Dempsey
General Partner

IRONBRIDGE DEVELOPMENT COMPANY, a
Virginia general partnership

By: 
Title: 

IRONBRIDGE TRUSTEES:


Max E. Gray, Trustee


Kimberly L. Fergusson, Trustee

[SIGNATURES FOLLOW ON NEXT PAGE]

CITICORP REAL ESTATE, INC., a Delaware
corporation

By: Roberta Paula Books

Title: Vice President

[SIGNATURES FOLLOW ON NEXT PAGE]

CITICORP TRUSTEE: BOOK 2165 PAGE 1029

Arthur F. Palmer, Substituted Trustee

Citicorp, Trustee

[NOTARY SIGNATURES BEGIN ON NEXT PAGE]

STATE OF

Virginia

BOOK 2165 PAGE 1630

CITY/COUNTY OF

Hanover

The foregoing instrument was acknowledged before me this 24th day of May, 1991, by John M. Dempsey, General Partner of IMG/Chesterfield Associates Limited Partnership, a Maryland limited partnership, on behalf of the partnership.

My commission expires: August 31, 1993

John C. Tindall
Notary Public

STATE OF

Virginia

CITY/COUNTY OF

Hanover

The foregoing instrument was acknowledged before me this 24th day of May, 1991, by John M. Dempsey, General Partner of Stratford Square Partnership, on behalf of the partnership.

My commission expires: August 31, 1993

John C. Tindall
Notary Public

STATE OF

Virginia

CITY/COUNTY OF

Chesterfield

The foregoing instrument was acknowledged before me this 21st day of May, 1991, by Richard E. Wood, General Partner of Ironbridge Development Company, on behalf of the partnership.

My commission expires: 7/31/94

Richard E. Wood
Notary Public

STATE OF

Virginia

CITY/COUNTY OF

Chesterfield

The foregoing instrument was acknowledged before me this 21st day of May, 1991, by Max E. Gray, an Ironbridge Trustee.

My commission expires: 7/31/94

Richard E. Wood
Notary Public

STATE OF

Virginia

CITY/COUNTY OF

Hanover

The foregoing instrument was acknowledged before me this 15th day of May, 1991, by Kimberly L. Fergusson, an Ironbridge Trustee.

My commission expires: August 2, 1991

Karen L. Fergusson
Notary Public

[NOTARY SIGNATURES CONTINUE ON NEXT PAGE]

STATE OF District of Columbia
CITY/COUNTY OF Columbia

BOOK 2165 PAGE 1031

The foregoing instrument was acknowledged before me this 21st
day of May, 1991, by ROBERTA PAULA BOOKS,
in his/her capacity of Vice President for Citicorp Real Estate,
Inc., on behalf of the corporation.

My commission expires: My Commission Expires January 31, 1993.

Ernest A. Stevens
Notary Public

[NOTARY SIGNATURES CONTINUE ON NEXT PAGE]

STATE OF VIRGINIA

CITY/COUNTY OF FAIRFAX

BOOK 2165 PAGE 1032

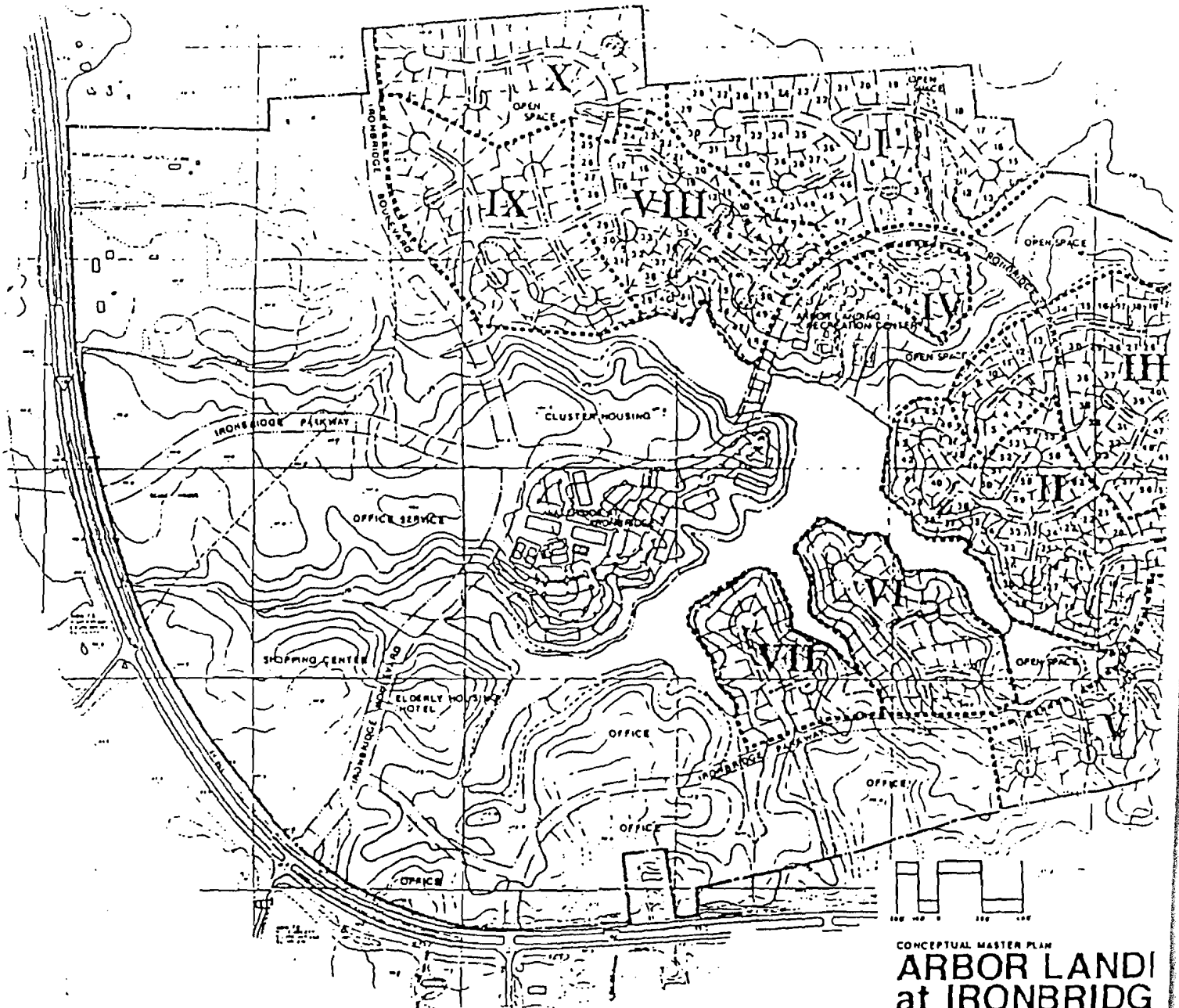
The foregoing instrument was acknowledged before me this 17th
day of May, 1991, by Andrew F. Palmieri, a Citicorp
Trustee. Substitute Trustee

My commission expires: 04/24/92.

Clarence R. Schindler
Notary Public

EXHIBIT A

BOOK 2165 PAGE 1033



CONCEPTUAL MASTER PLAN
ARBOR LAND
at **IRONBRIDGE**
CHESTERFIELD COUNTY, VIRGINIA

HIGGINS ASSOCIATES, INC. LAND PLANNING
APRIL 17, 1988

All that land situate and lying in Chesterfield County, Virginia, more particularly described as follows:

Parcel 1:

All those certain lots, pieces or parcels of land with improvements thereon and appurtenances thereto belonging, lying and being in Matoaca Magisterial District, Chesterfield County, Virginia, designated as Section 1, Arbor Landing consisting of lots 1-47 on 18.212 Acres and open space on 2.543 Acres, as shown on a subdivision plat entitled "Arbor Landing, Section 1, Matoaca District, Chesterfield County, Virginia," made by Charles C. Townes & Associates, P.C., Civil Engineers, Planners, and Land Surveyors, dated January 11, 1988, last revised February 18, 1988, recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia on March 7, 1988, in Plat Book 60, page 57.

Parcel 2:

All those certain lots, pieces or parcels of land with improvements thereon and appurtenances thereto belonging, lying and being in Matoaca Magisterial District, Chesterfield County, Virginia, designated as Section 2, Arbor Landing consisting of lots 1-62 on 18.9 Acres, open space and recreation area on 14 acres, but excluding roads and lake area, made by E. D. Lewis & Associates, P.C., entitled "Arbor Landing, Section 2 And Associated Open Space And Ironbridge Lake, Matoaca District, Chesterfield County, Virginia," dated May 16, 1988, recorded August 1, 1988 in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Plat Book 62, page 39.

Parcel 3:

All those certain lots, pieces or parcels of land with improvements thereon and appurtenances thereto belonging, lying and being in Matoaca Magisterial District, Chesterfield County, Virginia, designated as Section 3, Arbor Landing containing 18.60 Acres as shown on subdivision plat made by E. D. Lewis & Associates, P.C., entitled "Arbor Landing, Section-3 And Associated Open Space And Ironbridge Lake, Matoaca District, Chesterfield County, Virginia," dated May 23, 1988, recorded August 1, 1988, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Plat Book 62, page 44.

Parcel 4:

All those certain lots, pieces or parcels of land with improvements thereon and appurtenances thereto belonging, lying and being in Matoaca Magisterial District, Chesterfield County, Virginia, designated as Section 4, Arbor Landing consisting of lots 1-7 on 2.52 Acres and open space on .94 Acres, as shown on a subdivision plat made by E. D. Lewis & Associates, P.C., entitled "Arbor Landing, Section-4, Matoaca District, Chesterfield County, Virginia," dated April 20, 1988, recorded October 7, 1988, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Plat Book 63, page 40.

Parcel 5:

All those certain lots, pieces or parcels of land with improvements thereon and appurtenances thereto belonging, lying and being in Matoaca Magisterial District, Chesterfield County, Virginia, designated as Section 8, Arbor Landing consisting of lots 1-50 on 14.1 Acres, as shown on subdivision plat made by E. D. Lewis & Associates, P.C., entitled "Arbor Landing, Section-8, Matoaca District, Chesterfield County, Virginia," dated June 30, 1988, recorded January 30, 1989, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Plat Book 65, page 16.

Parcel 6

All that certain piece and parcel of land lying and being in the Matoaca District, containing of 33.7± Acres, identified as "Part of Parcel C" on that certain plat entitled "Plats Showing 3 Parcels of Land Containing 158.7± Acres, Located in the Matoaca District of Chesterfield County, Virginia", dated October 23, 1987, last revised July 31, 1989, made by E. D. Lewis & Associates, and is more particularly described according to such plat as follows:

Beginning at a point on the northwest corner of Lot 25, Section 8, Arbor Landing; thence S. 01° 07' 21" E. 97.10' to a point; thence S. 02° 41' 12" W. 96.26' to a point; thence S. 13° 22' 35" E. 186.70' to a point; thence S. 06° 15' 07" E. 52.50' to a point; thence S. 29° 25' 10" E. 216.75' to a point; thence S. 39° 43' 56" E. 148.58' to a point; thence S. 29° 25' 10" E. 180'± to a point on Ironbridge Lake; thence along the edge of the lake 250'± to a point; thence continuing N. 84° 54' 00" W. 595'± to a point; thence along a curve with a radius of 1245.00' for a distance of 275.68' to a point; thence N. 40° 51' 00" W. 176.42' to a point; thence along a curve with a radius of 680.00' for a distance of

412.82' to a point; thence N. 6° 04' 00" W. 664.80' to a point; thence N. 85° 26' 00" E. 1272.59' to a point; thence S. 3° 01' 45" E. 356.44' to a rod; thence N. 85° 49' 30" E. 84.00' to a point; thence S. 4° 10' 32" E. 175' to a point; thence N. 53° 12' 55" W. 107.50' to a point; thence S. 13° 49' 20" W. 103.83' to a point; thence N. 76° 10' 40" W. 175.0' to a point; thence S. 13° 49' 20" W. 90.30' to a point; thence N. 76° 44' 50" W. 139.70' to the point of beginning

Parcel 7

All that certain lot, piece or parcel of land containing 14.975 Acres and identified as "Part of Parcel A" on that certain plat entitled "Plat Showing Three Parcels of Land and Containing 158.7± Acres, Located within the Matoaca District of Chesterfield County, Virginia", dated October 23, 1987, last revised July 31, 1989, made by E. D. Lewis & Associates,
and more particularly described as follows:

Beginning at a point on the eastern right-of-way of Ironbridge Parkway 116.78' from the intersection of the eastern line of Ironbridge Parkway with the southern line of Hidden Arbor Place; thence continuing along the eastern line of Ironbridge Parkway along a curve with a radius of 625.85' a distance of 724.19' to a point; thence S. 67° 30' 50" W. 281.30' to a point; thence leaving the eastern right-of-way of Ironbridge Parkway and proceeding S 11° 11' 25" E. 388.70' to a point; thence N. 78° 48' 35" W. 549.07' to a rod; thence N. 75° 14' 00" W. 209.39' to a rod; thence N. 45° 38' 55" E. 405.40' to a point; thence N. 0° 09' 50" E. 696.84' to a point; thence S. 78° 14' 10" W. 234.53' to a point; thence S. 88° 26' 56" W. 109.63' to the point and place of beginning.

Parcel 8

ALL that certain piece or parcel of land containing 24.6± Acres identified as "Part of Parcel B" on that certain plat entitled "Plats Showing 3 Parcels of Land containing 158.7± Acres, Located Within the Matoaca District of Chesterfield County, Virginia", dated October 23, 1987, last revised July 31, 1989, made by E. D. Lewis & Associates,
and
being more particularly described as follows:

BEGINNING at a point on the northern right-of-way of Ironbridge Parkway, which point is 1583.46' from the intersection of the eastern right-of-way of State Route 10 and the northern right-of-way of Ironbridge Parkway; thence N. 22° 17' 30" W. 180'± to the edge of Ironbridge Lake; thence along the edge of Ironbridge Lake 3,730' to the southeast boundary of Arbor Landing, Section 2;

thence S. 71° 52' 30" E. 480'± to a point on the northern right-of-way of Ironbridge Parkway; thence along a curve with a radius of 575.85', a distance of 210.62' to a point; thence S. 67° 30' 50" W. 281.30' to a point; thence along a curve with a radius of 525' a distance of 101.98' to a point; thence S. 89° 30' 00" W. 448.79' to a point; thence along a curve having a radius of 775.00' a distance of 294.76' to a point; thence S. 67° 42' 30" W. 35.00' to a point; thence along a curve having a radius of 20.00' a distance of 31.42' to a point; thence N. 22° 17' 30" W. 5.00' to a point; thence S. 67° 42' 30" W. 50' to a point; thence along a curve having a radius of 20.00' going in a southerly direction 31.42' to a point; thence S. 67° 42' 30" W. 185.79' to the point of beginning.

Parcels 1 through 8, inclusive, being the same property conveyed to IMG/Chesterfield Associates Limited Partnership, a Maryland limited partnership, by deed from Ironbridge Development Company, a Virginia general partnership, dated November 23, 1987, recorded November 24, 1987, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Deed Book 1913, page 1616.

Exhibit 'C' Plat Book 76 pg 8

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 15 DAY OF JUL 1991, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE...., ADMITTED TO RECORD AT 14:38 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$.00 HAS BEEN PAID.

TESTE: RONALD P. LIVINGSTON, CLERK

