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**AMENDED AND RESTATED
PROTECTIVE COVENANTS
OF THE
BEL ARBOR COMMUNITY
ASSOCIATION, INC.**

JANUARY 14, 2009

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THESE AMENDED AND RESTATED PROTECTIVE COVENANTS are made as of January 14, 2009 by the Bel Arbor Community Association, Inc., a Virginia Non-Stock Corporation, hereinafter referred to as the "Association."

ARTICLE I - RECITALS

Whereas, Bel Arbor Developers, Inc. (Developer), was the owner and developer of Real Property located in the County of Chesterfield, Virginia and shown as "Bel Arbor" on the plat of Charles C. Townes & Associates, P.C., dated June 20, 1997 and recorded March 10, 1998 at the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia in Plat Book 97, pages 78 and 79; and

Whereas, Bel Arbor Developers, Inc., caused to be recorded certain restrictions (original Covenants) applicable to all Real Property located in "Bel Arbor" and in which Bel Arbor Developers, Inc., was named and designated as "Declarant". The original Covenants were dated March 31, 1998 and recorded on April 1, 1998 at the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia in Deed Book 3244, pages 341 through 368; and

Whereas, the Developer is no longer the owner of any land or Lots in Bel Arbor and Bel Arbor is now governed by the Bel Arbor Community Association, Inc., a Non-Stock Corporation established pursuant to the original Covenants; and

Whereas, the original Covenants were outdated and required revisions, additions and deletions to modernize and protect the integrity of the original Covenants; and

Whereas, certain revisions, additions and deletions were memorialized in an Amendment to the original Covenants, that Amendment being approved by not less than two-thirds of the Owners as provided in Section 11.3 of the original Covenants, was recorded at the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia on May 10, 2007 in Deed Book 7779, pages 0535 through 0541; and

Whereas, the Association wishes to Amend and Restate the Protective Covenants incorporating the majority of the original covenants and the Amendment thereto into one document; and

Whereas, at a meeting of the Bel Arbor Community Association, Inc., Board of Directors on January 14, 2009 these Amended and Restated Protective Covenants were approved by not less than two-thirds of the members of the Board of Directors as authorized by Section 55-515.1, Paragraph F of the Virginia Property Owners Association Act. These Amended and Restated Protective Covenants shall supersede and replace the original Covenants and all Amendments thereto and shall now be applicable to all Lots and Common Areas in Bel Arbor.

Now therefore, the Bel Arbor Community Association, Inc., does hereby declare that the covenants and restrictions contained herein shall be Covenants running with the land applying to all residential Lots and Common Areas in the subdivision known as "Bel Arbor" as shown on the plat by E. D. Lewis and Associates, P.C., dated August 22, 1989, revised April 15, 1994 and recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia in Deed Book 2865, page 517. All such Lots and land shall be held, transferred, sold, conveyed,

leased, gifted, occupied and used subject to these Amended and Restated Protective Covenants, charges, assessments and affirmative obligations all hereinafter set forth.

ARTICLE II – DEFINITIONS

2.1 **“ANNUAL OPERATING ASSESSMENT”** shall mean the annual charge levied against each Lot on the Property to fund the expenses of the Association as more fully set forth in Section 5.1(a) of these Amended and Restated Protective Covenants.

2.2 **“ASSOCIATION”** shall mean and refer to Bel Arbor Community Association, Inc., a Virginia Non-Stock Corporation.

2.3 **“BOARD OF DIRECTORS”** shall mean the Board of Directors of the Association and shall be elected by the Members of the Association as provided by the Association's Bylaws.

2.4 **“COMMON AREA”** shall mean all Real Property owned by the Association for the common use and enjoyment of the Owners.

2.5 **“COMMON AREA IMPROVEMENTS”** shall mean pathways, landscaping, lighting, structures, signage, and the like within Common Areas deeded to the Association for use and maintenance.

2.6 **“DWELLING”** shall mean the structure constructed on a Lot intended for familial occupancy by a single family.

2.7 **“LOT”** shall mean and refer to any numbered Parcel of land designated for an unattached home residence, which is shown upon any recorded plat of any part of the Property, but not including any Common Area.

2.8 **“MEMBER”** shall mean every owner of a Lot.

2.9 **“OWNER”** shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot (as previously defined) which is a part of the Plat, or any person, entities or successor to fee simple title by way of foreclosure, repossession or trustee's conveyance.

2.10 **“POA ACT”** is defined as the Virginia Property Owners' Association Act (Title 55, Chapter 26 of the Code of Virginia of 1950, as amended).

2.11 **“PROPERTY”** shall mean and refer to all that certain Lot, Piece or Parcel of land lying and being in the County of Chesterfield, Virginia as shown on a plat of survey prepared by E. D. Lewis & Associates, P.C., dated August 22, 1989 and revised April 15, 1994 entitled “Plat of 11.8 +/- acres situated along the northern line of Ironbridge Parkway and western line of Ironbridge Boulevard, located within the Bermuda District of Chesterfield County, Virginia,” a copy of which is attached to and made a part of a certain deed recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia in Deed Book 2865, page 517, and such

additions thereto as may hereafter be subjected to these Amended and Restated Protective Covenants by or with the written consent of the Association.

2.12 "YARD, BACK" shall mean that area behind the Owner's privacy fence gate, extending to the points on the side and back Lot lines.

2.13 "YARD, FRONT" shall mean that area between the street and the Owner's privacy fence gate, extending to points on the side Lot lines.

ARTICLE III - PROPERTY RIGHTS

3.1 Easement of Enjoyment of Common Area – Violations

Every Owner of a Lot 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 Lot, 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 Common Areas by an Owner of a Lot:

(i) For any period during which any assessment against his/her/their Lot 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 violation charge against any Member for any violation of these Amended and Restated Protective Covenants or any rules and regulation for which such Member or his/her/their family members, tenants, guests, or other invitees are responsible. Before any violation charge may be assessed, the Member shall be given a hearing by the Board of Directors. Notice of a hearing shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Member at his/her/their address shown on the records of the Association at least fourteen (14) days prior to the hearing date. The notice shall specify the violation in reasonable detail. No violation 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 any additional levied charge is provided for in the POA Act. A violation charge for an offense of a continuing nature may be assessed daily from the date of the hearing until the violation is cured, without further hearing. Any violation charge imposed shall constitute a lien on the Lot of the Owner, and the provisions of Article V shall apply to such lien. The type and date of the notice of the hearing, and by whom issued, shall be recorded in the minutes of the Board of Directors meeting. The Board of Directors may waive the imposition of a violation 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 violation charge for later violations similar in nature.

(d) *The right of the 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 these Amended and Restated Protective Covenants and to such other conditions as may be approved by the Association. No such dedication or transfer shall be effective unless approved by a two-thirds (2/3) majority vote of the Members at a special meeting of the Members duly called for such purpose.

3.2 Delegation of Rights

Every Owner of a Lot shall have the right to delegate use of such Owner's Lot to his/her/their family members, tenants, guests, permittees, lessees or other invitees, and such delegated party shall be responsible for compliance with the rights and obligations as stated in these Amended and Restated Protective Covenants.

ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

4.1 Membership

Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from record title to a Lot.

4.2 Voting Rights

When more than one person holds an interest in any property in Bel Arbor to which a vote is allocated, all such persons shall be members. In any instance where more than one person holds an interest in any Lot, the vote for such Lot shall be exercised by the co-owners as they may determine among themselves but no more than one (1) vote shall be cast per Lot regardless of the number of owners of such Lot.

ARTICLE V – ASSESSMENTS

5.1 Types of Assessments

(a) *Annual Operating Assessments* – Each year in November the Board of Directors shall adopt a budget and establish Annual Operating Assessments for the Association. The purpose of the annual budget shall be to promote the best interest and general welfare of the Owners of Bel Arbor, and it shall contain an estimate of the total amount which the Board of Directors considers necessary to pay the cost of maintenance, management, operation, repair, service, improvement and/or replacement of any Common Areas, Common Area Improvements and for certain public areas such as rights-of-way. Such expenses included in the annual budget shall be funded through the levying of Annual Operating Assessments, and shall include, but are not limited to, provision for the following reasonable and ordinary items:

- (i) Administration and management of the Association;
- (ii) Other Association assessments to which the Bel Arbor Community Association, Inc., Lot Owners are subject and for which the Association has undertaken to pay on the Owners behalf;
- (iii) Association taxes and insurance;

- (iv) Association legal and accounting expenses;
- (v) Taxes and Equipment. Payment of any real and personal property taxes and other charges assessed against the Bel Arbor Common Area, Common Area Improvements, and against any equipment and other personal property which may be owned by the Association;
- (vi) Employer Costs. Payment of salaries and benefits of all employees in connection with carrying out the Association's duties, responsibilities, and rights under these Amended and Restated Protective Covenants;
- (vii) Insurance. Maintenance of a policy or policies of insurance insuring the Association and its employees, agents, and others with respect to the Association not inconsistent with the provisions of Article VI of these Amended and Restated Protective Covenants and any amendments thereto; and
- (viii) Reserves. Such reserves as may be established by the Board of Directors from time to time.

The Association shall provide the following maintenance, repair, replacement, and below enumerated services upon any Common Area or Common Area Improvements. In the event a repair or replacement is due to the negligent, willful or intentional conduct of any Owner, family members, tenants, guests, permittees, lessees or invitees, the Association shall not be responsible for the expense associated with making such repairs or replacement.

- (ix) Asphalt walking trail pathways connecting Bel Lac Drive to Ironbridge Parkway and Riviera Court to Ironbridge Boulevard;
- (x) Bel Arbor street signs installed by Bel Arbor Developers, Inc., or the Association;
- (xi) Bel Arbor street lights installed by Bel Arbor Developers, Inc., or the Association;
- (xii) Bel Arbor entrance columns and signs installed by Bel Arbor Developers, Inc., or the Association;
- (xiii) Bel Arbor entrance landscaping installed by Bel Arbor Developers, Inc., or the Association;
- (xiv) Bel Arbor entrance irrigation installed by Bel Arbor Developers, Inc., or other irrigation installed by the Association;
- (xv) Bel Arbor entrance lighting installed by Bel Arbor Developers, Inc., or the Association;
- (xvi) Outer perimeter fence along Ironbridge Boulevard and Ironbridge Parkway;
- (xvii) Bel Arbor drainage easements;

The Association shall also provide the following maintenance, repair, replacement and enumerated services upon the Lot and Dwellings only as explicitly set forth below and not inconsistent with the provisions of Section 5.1 (c) of these Amended and Restated Protective Covenants and any amendments thereto.

Only the maintenance, repairs, replacements and services cited in this Section shall be provided by the Association. Any and all other maintenance, repair, replacement and service required for a Lot is the complete and total responsibility of the Lot Owner. The maintenance, repair and replacement on Dwellings and other structures on the Lot shall be consistent with and follow all architectural control requirements including those as to colors, materials and specifications as more fully described by Article VII of these Amended and Restated Protective Covenants and any amendments thereto.

In the event a repair or replacement is due to the negligent, willful or intentional conduct of any Owner, family members, tenants, guests, permittees, lessees or invitees, or by any natural disaster, the Association shall not be responsible, either directly or indirectly, for the expense associated with making such repairs or replacement.

Should the Owner notify the Association in writing that he/she/they decline(s) the Association's provision of any of the cited services or maintenance items, the Association shall not be responsible for any expenses relating to these items incurred directly by the Owner, family members, tenants, guests, permittees, lessees or invitees.

It is the intention of the Association to contract with service providers on a reasonable basis for the Owner's benefit for the following to promote the appearance of the Property:

(xviii) Maintain Owner's front and back lawns per landscaping contract entered into by the Association. Such contract shall provide for, as a minimum, reasonable periodic mowing, edging along curbs/driveways/sidewalks, trimming, aeration, seeding, fertilizing, and weed control. Contract shall also provide for periodic mulching, fertilizing and weeding of front flower/shrub/bush beds;

(xix) Maintain grounds outside perimeter fence along Ironbridge Boulevard and Ironbridge Parkway in accordance with landscaping contract entered into by the Association. Such contract shall provide for, as a minimum, reasonable periodic mowing and trimming, mulching, fertilizing, pruning of trees and shrubs, and weed control;

(xx) Maintain and repair Owner's front yard irrigation system to include the back flow preventer valves and controller, and each year winterize in Fall and start-up in Spring front and back yard irrigation systems;

(xxi) Maintain, which shall include pruning and fertilizing, and replace as necessary, Owner's trees, bushes and shrubs existing in front yard of Lot at time of the recording of this Amendment;

(xxii) Repaint and replace numbers on Owner's mailbox;

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- (xxiii) Remove Owner's trash once a week;
- (xxiv) Clean and inspect Dwelling gutters and downspouts once a year;
- (xxv) Clean all exterior Dwelling windows, to include sliding glass doors and skylights, once a year;
- (xxvi) Clean and stain Owner's privacy fences on the sides facing roadways of Bel Lac Drive, Bel Jour Place, Bel Arbor Drive and Riviera Court; and
- (xxvii) Plant annual flowers, in Owner's front yard beds that exist at time of the recording of this Amendment, in the Spring and Fall of each year.

In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner, family members, guests, permittees, lessees or invitees, the cost of such maintenance, repairs or replacement shall be added to and become part of the assessment to which the Lot is subject.

(b) Special Assessments – In addition to the Annual Operating Assessments, the Board of Directors may, if found by the Board to be in the best interest of the Association, levy against all Members a Special Assessment for a project or purchase pursuant to the POA Act.

(c) Special Assessment to Remedy Unightly Conditions – In addition to Annual Operating Assessments and Special Assessments, a Special Assessment to Remedy Unightly Conditions may be levied by the Board of Directors against any Owner for any act of the Owner, family members, guests, permittees, or invitees for the reasonable cost of curing any unsightly condition which may be in violation of these Amended and Restated Protective Covenants:

- (i) If such failure to maintain is not remedied within ten (10) days after notice is issued that such condition is capable of immediate or prompt remedy as determined by the Board of Directors or its designated agent; or
- (ii) If remedial action is not commenced within ten (10) days and therefore diligently prosecuted to completion provided such condition is not capable of immediate or prompt remedy, as determined by the Board of Directors or its designated agent.

If the Owner thereafter fails, as determined in the sole and absolute discretion of the Board of Directors or its designated agent, to appropriately respond within the time limit stated above or the additional time limit permitted by the Board of Directors or its designated agent, the Board of Directors or its designated agent shall have the power and duty to take such actions as are necessary to remedy the Owner's failure to maintain the Owner's Lot as provided above and in any rules and regulations duly promulgated by the Board of Directors. To that end, the Board of Directors, its contractors, employees, management agents, and other agents are granted and shall have the irrevocable and absolute right, license, and power to enter the Owner's Lot, without additional notice to the Owner, to effect such cleaning, painting, maintenance, repair, and replacement as the Board of Directors or its designated agent deems necessary. The cost of all such maintenance and repair to an Owner's Lot effected by the Board of Directors or its designated agent in accordance with this section shall be charged directly to the Lot Owner as a

special assessment to remedy unsightly conditions, and shall be due and payable in full within thirty (30) days after the date that notice of the assessment is given. The Board of Directors may enforce the collection of such assessment like any assessment provided for in this Article.

(d) Association Contribution Assessment – In addition to all assessments, an Association Contribution Assessment in an amount equal to the total of two months assessments shall be payable by the Owner at the closing of each Lot. The distribution of the Association Contribution Assessment shall be used for operating and/or reserve expenses as determined exclusively by the Board of Directors.

5.2 Members' Obligation to Pay Assessments

The Association, for all of the Property, hereby covenants and agrees, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments provided in this Article. Each Member shall be obligated to pay assessments set forth in Sections 5.1(a), 5.1(b), and 5.1(d) of this Article, in any amount determined by the Board of Directors or its designated agent. Additionally, any Member found by the Board of Directors to have an unsightly condition on their Lot shall be obligated to pay a Special Assessment to Remedy Unsightly Conditions as provided in Section 5.1(c) of this Article.

5.3 Creation of the Lien and Personal Obligation for the Assessments

The Association, for all of the Property, hereby covenants and agrees, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments provided in this Article V. All assessments, together with interest, any late charge for which provisions are made in the Bylaws of the Association and collection costs, including, without limitation, reasonable attorneys' fees, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which each such assessment is made, and the provisions of this Article V 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 Lot 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.

5.4 Amount of Assessments

(a) Annual Operating Assessments – The Annual Operating Assessment shall be established by the Board of Directors.

(b) Uniform Rate of Assessment – Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly or such other basis as the Board of Directors shall determine from time to time.

(c) Date of Commencement of Annual Assessments and Due Dates

(i) Unless otherwise determined by the Board of Directors, the Annual Operating Assessments provided for herein and as established by the Board of Directors shall commence on the first day of January of each calendar year.

(ii) For Property Owners purchasing Real Property in Bel Arbor, the Annual Operating Assessment shall be prorated for the first year of ownership according to the number of months/days remaining in the calendar year beginning with the date of the closing of the purchase of such Lot.

(iii) The Board of Directors shall fix the amount of the Annual Operating Assessment against each Lot 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.

(iv) The due date for payment of assessments shall be established by the Board of Directors.

(v) The Association shall, upon demand of any Owner, and for a reasonable charge which shall be twenty-five dollars (\$25.00) as of the recordation date of these Amended and Restated Protective Covenants, furnish a certificate signed by an officer or authorized agent of the Association setting forth whether any assessment has been paid. A properly executed certificate of the Association as to the status of assessments against any Lot is binding upon the Association as of the date of its issuance. Such Certificate shall not take the place of any disclosure package required under Virginia law.

(d) ***Effect of Nonpayment of Assessments – Remedies of the 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. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, or exercise the rights reserved in these Amended and Restated Protective Covenants. All interest, any late charges, 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 non-use of the Common Area, abandonment of a Lot or declining maintenance and/or services provided by the Association as set forth in these Amended and Restated Protective Covenants.

(i) **Subordination of the Lien.** The lien of the assessments provided for herein shall be subordinate only to the lien of any first mortgage. Sale or transfer of any Lot by an Owner shall not affect the assessment lien. No sale or transfer shall relieve a Lot from liability for any assessments or from the lien thereof.

ARTICLE VI – TAXES AND INSURANCE

6.1 Taxes

The Association shall pay any real and personal property taxes and other charges assessed against the Bel Arbor Common Area, Common Area Improvements, and against any equipment and other personal property which may be owned by the Association

6.2 Insurance Coverage

The Association shall obtain and maintain, to the extent reasonably available, at least the following:

(a) **Comprehensive Policy of Public Liability Insurance** – 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 Board of Directors, but not less than three million dollars (\$3,000,000.00) 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 and Common Area Improvements; and

(b) **Worker's Compensation Insurance** – Workers compensation insurance to the extent necessary to comply with applicable law; and

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

6.3 Insurance Policies

Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) **Insurance Companies** – 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++, A+ or better in the current edition of Best's Insurance Guide.

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

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

(d) **Cancellations or Modifications** - All policies shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without ninety (90) days prior written notice to any and all insured named thereon. If a ninety (90) day notice requirement is not available, or is available only subject to conditions not acceptable to the Board

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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) *Waiver of Subrogation* – 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.

6.4 Insurance by Owners

Each Owner shall maintain fire insurance with extended coverage endorsement (or more extensive coverage) covering the improvements on the Owner's Lot. Additionally, Owners shall carry blanket all-risk casualty insurance coverage for Owner's Lot and Dwellings constructed thereon. The Association shall not be responsible for any deductibles incurred by Owners under any such coverage nor shall any insurance coverage maintained by the Association be brought into contribution with an Owner's insurance coverage.

ARTICLE VII – ARCHITECTURAL AND ENVIRONMENTAL CONTROL

7.1 Application and Purpose of Article

This Article shall apply to all Lots in the Property. The Property is to be used as permitted by applicable zoning ordinances and such other uses which are, in the sole and absolute opinion of the Association Board of Directors, consistent with the intent of these Amended and Restated Protective Covenants.

7.2 Architectural Control Council

The Board of Directors of the Association shall appoint an Architectural Control Council (ACC) and the Council shall be subject to the authority of the Board of Directors. The ACC shall act on behalf of the Board of Directors, be responsible for review of the matters herein and shall coordinate each Lot with regard to the aesthetic development and overall planning as generally set forth in these Amended and Restated Protective Covenants and Architectural Standards and Guidelines for the protection and value enhancement for all Owners. The members of the ACC shall serve as determined by the Board of Directors.

7.3 Plans Approval

Before commencing the construction or alteration of any building, enclosure, fence, driveway, retaining wall, mailbox, lamp post, exterior lighting, landscaping or any other structure or any other improvement on or to any Lot or a part thereof, the Owner of the Lot shall submit to the ACC, as determined necessary by the ACC, construction plans and specifications showing Lot topography and drainage, location and expansion of any building, driveway, berm, irrigation, and landscaping, building elevation drawings, exterior building materials and appearance, Lot and exterior building lighting, and other matters as contemplated by this Article including harmony of external design with existing Dwellings and exterior color scheme. The location plans shall reflect all Lot lines and setbacks.

(a) *Delay in Notification* – If the ACC has not approved, disapproved or advised the Owner submitting such plans and specifications of a necessary delay within sixty (60) days after it has received data required by this Article, they shall be deemed approved.

(b) **Non-delineated Standards** – The Board of Directors shall adopt Architectural Standards and Guidelines outlining procedures which will be used by the ACC, and such Standards and Guidelines may include matters not specifically mentioned in these Amended and Restated Protective Covenants, provided only that they shall be consistent with the purpose and intent of these Amended and Restated Protective Covenants.

(c) **Owner Responsibilities** – The provisions of this Article do not release the Owner of a Lot from obtaining any permits or approvals required by any agency of the County of Chesterfield, Virginia or other governing bodies with jurisdiction over the planned improvements. Compliance with the codes, ordinances, laws and regulations of all regulatory agencies is the responsibility of the Owner. The approval by the Association or ACC is not a substitute for the approval of the regulatory agencies. The Association or ACC review, comment, and approval of any building plans, specifications, Lot or landscape plans or elevations or any other approvals or consents given pursuant hereto, is given solely to protect the aesthetic concerns only and shall not be deemed a warranty, representation or covenant that such building, landscaping or other improvement or 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 Lot, the Owner and his/her/their family members, successors, assigns, or legal tenants do hereby expressly release and relieve the Association and ACC of any and all liability in connection therewith. The Association or ACC shall have no liability for the technical or engineering adequacy of any drawings, plans, specifications or construction. Neither the Association, its successors or assigns, or ACC shall be liable in damages to anyone submitting plans and specifications to them for approval, or to any Lot Owner affected by these Amended and Restated Protective Covenants, by reason of a mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person who submits plans and specifications to the Association or ACC for approval agrees, by submission of such plans and specifications, and every Owner or his/her/their family members, successors, assigns, or legal tenants of any Lot agrees by acquiring title thereto or an interest therein, that he/she/they will not bring any action, proceeding or suit against the Association or ACC to recover any such damages.

(d) **Improvement Assessments** – Plans approved by the Association or ACC are subject to assessments as may be levied by the Board of Directors as provided in Article V. Any Owner may withdraw his/her/their application after receiving notice from the Association of a specific assessment amount for such proposed improvement which has been approved by the ACC. Any such withdrawal shall eliminate the requirement of the applying Owner to pay any such additional assessments, but shall not eliminate the Owner's obligation to pay the Annual Operating Assessments.

7.4 Professional Advisors

The ACC 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 the fees of such professional persons shall be charged to and paid by any Owner who has submitted such plans as a condition to approval. Before the ACC seeks professional advice, the Owner shall be advised of such intent.

7.5 Form of Approval

The ACC approval shall be in writing and no work on any Lot shall proceed until such approval has been received by the applicant. Any ACC approval given may be withdrawn at any time by the ACC by written notice, but such withdrawal shall not prevent completion of project commenced before receipt of such notice.

7.6 Owner's Duty to Maintain

Each Owner covenants to the Association, and to every other Owner, to maintain the Lot and Dwelling of the Owner in an attractive, neat, and first-class appearance and condition. An Owner shall maintain any Owner installed improvement.

7.7 Trash

No Lot, vacant or not vacant, shall be used, or maintained as a disposal area for rubbish. Any exterior area used for trash container storage shall be surrounded by an enclosure.

(a) *Vacant Lot* – The Owner of any Lot that may become vacant shall, before commencement of new construction, keep the Lot free of debris, weeds and underbrush and shall have it mowed regularly so that it will at all times present a neat and attractive appearance. The Owner of such Lot shall, during construction, maintain the premises in a reasonably safe and clean condition and shall remove at his/her/their expense all rubbish, debris, etc., of any character whatsoever which may accumulate on such Lot.

(b) *Condition of Lot* – The Owner of each Lot shall, at all times keep the premises, building, improvements and appurtenances in a safe, clean, and wholesome condition and shall remove at his/her/their expense any rubbish of any character whatsoever which may accumulate on such Lot. Trash, garbage or other waste shall not be kept on any Lot except in containers specifically designed for the storage and disposal of such materials. Such containers shall be kept in a clean and sanitary condition and shall not be visible from the street or by any Lot Owner. No such container or any other trash or debris shall be placed at the curb or elsewhere in any front yard for pick-up/disposal, except from the evening prior through the evening of the trash pick-up/disposal day. Where the property line of any Lot abuts a street right-of way, the obligations imposed hereunder shall extend to the edge of the street pavement.

7.8 Tree Removal

Topographic and vegetation characteristics of Lots shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the ACC. No trees measuring four (4) inches or more in diameter at a point one (1) foot above ground level, flowering trees, shrubs or evergreens on any Lot or Common Area, including the fifty (50) foot Ironbridge Scenic Easement contiguous with the lake, shall be removed without written approval of the ACC, unless located within ten (10) feet of a residence. Exceptions may be made for trees which must be removed because of an emergency or which are determined to be dead or diseased.

7.9 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 Lot or 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 FCC. No such lines or connections shall be permitted on or above the ground.

7.10 Motor Vehicles

No motorized vehicles shall be parked, stored or otherwise maintained in yards or on sidewalks of any Lot and no inoperable vehicle or other vehicle on which current registration plates are not displayed shall be kept on any Lot or any part of the Common Areas or streets unless stored within the garage of a Dwelling. The Board of Directors shall have the right, subject only to applicable law, to have vehicles in violation of this paragraph towed upon forty-eight (48) hours notice to the Lot Owner.

7.11 Antenna

No satellite dish, television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any Dwelling on any Lot except as follows:

(a) *Satellite Dish* – No satellite dish in excess of one meter in diameter shall be allowed on any Lot.

(b) *Location* – The preferred location and installation for a component shall be in the rear portion of the Lot so as not to be seen from the street. If this preferred location precludes an acceptable quality of reception, then the owner shall notify the ACC of such concern before installation. Notification shall include the appropriate documentation related to preclusion of reception and identify other locations on the Lot upon which the Owner wishes to locate and install the component.

(c) *Screening* – A component shall be reasonably screened from view of any other Lot or Common Area.

(d) *Painting* – A component shall be painted in a fashion that will not interfere with reception but will blend into the background against which it is mounted.

7.12 Noxious or Offensive Activity

No noxious or offensive activity shall be carried on upon any Lot or any Common Area, 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. This shall not preclude occasional Association sponsored social or recreational events.

7.13 Inspections

During reasonable hours, any member of the ACC, a member of the Board of Directors, or any other agent or representative of any of them, shall have the right, after reasonable notice in writing (unless in the case of an emergency in which event no notice is required), to enter upon and inspect any Lot for the purpose of ascertaining if the provisions of these Amended and Restated Protective Covenants have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

7.14 General Standards

(a) **Single House Limit** - No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single family Dwelling not to exceed three (3) stories (a basement being considered as one (1) of the three (3) stories permitted) in height and a private garage for no more than two (2) automobiles. The general appearance of homes and outbuildings shall be of a traditional country French architecture design or other compatible styles as determined by the Board of Directors or ACC. Plans and specifications as to construction shall be approved as provided in this Article. After its original conveyance, no Lot shall be subdivided into smaller Lots or Parcels.

(b) **Nuisance and Uses** - No Lot shall be used except for residential purposes. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance, public or private, to the neighborhood, or which shall in any way interfere with the quiet enjoyment of the Owner of any Lot. No use shall be made of any Lot which will depreciate or adversely affect the value of the surrounding Lots or of the neighborhood as first class residential property, except that a professional office may be maintained in a dwelling provided that:

- (i) Such maintenance and use is limited to the person actually residing in the dwelling;
- (ii) Such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance, or regulation; and,
- (iii) Such maintenance and use has been approved by the ACC. As used in this section, the term "professional office" shall mean a room used for office purposes by a member of any recognized profession including doctors, dentists, lawyers, architects and the like, but not including such things as medical or dental clinics, labs, etc.

Except as may be permitted by the foregoing, no Lot 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 non-residential purposes.

7.15 Temporary Dwellings

No structures of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. 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 partially finished condition any longer than reasonably necessary for completion thereof. Once commencement of construction of any improvement occurs, the Owner of the Lot on which such construction is taking place shall diligently and continuously prosecute the completion of such improvements and shall not allow such construction to be discontinued for a period longer than thirty (30) days without the prior written consent of the Association. In the event construction is discontinued due to strike(s) or labor dispute(s), inability to obtain labor or materials, or reasonable substitution therefrom, sudden and unforeseen events, government restrictions, or other reasons beyond the control of the Owner, the prohibition shall not apply so long as the Owner notifies the Association 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 such Lot shall at all times keep contiguous public or private streets and street rights-of-way free of any dirt, mud, garbage, trash, and other debris which is occasioned by construction of improvements.

7.16 Boats and Recreational Vehicles

No campers, motor homes, travel trailers, horse trailers, vans, boats and trailers or other recreational vehicles, utility trailers, motorcycles, school buses, or marked or unmarked commercial vehicles having a gross vehicle weight in excess of seven thousand (7000) pounds and/or having dual rear wheels, shall be parked on any Lot, Common Area or street.

7.17 Signs

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

7.18 Animals

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except a dog, cat, and/or other household pet, or combination thereof, may be kept on a Lot provided that they are not kept, bred or maintained for any commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on any Lot which result in any annoyance or are obnoxious to other Owners of Lots, and each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees, lessees, invitees, and the Association, for any and all damages to persons or property caused by any pets brought upon or kept upon the Lot, Common Area or any other part of the Property by any Owner, by members of the Owner's family, or guests, permittees, lessees or invitees. No Owner shall permit any dog to be let out of that Owner's building unless the dog is put within an approved fenced enclosure on the Owner's Lot or on a leash. Any Owner keeping animals on a Lot shall comply with all requirements of law applicable to such animals.

7.19 Fences

No chain-link fences, barbed wire fences, fences with metal posts, stockade fences or post and wire fences shall be permitted on any Lot. Prior approval shall be obtained from the ACC before construction of any fence. See Section 7.3, Plans Approval, regarding submission of plans.

7.20 HVAC and Other Mechanical Equipment

All HVAC and other mechanical equipment and fixtures, whether at grade, roof mounted or on the buildings or other structures shall be screened from view of public and private rights-of-way and adjacent Lots within the Property.

7.21 Lease Agreement

Any lease agreement between an Owner and a lessee shall be subject in all respects to the provisions of these Amended and Restated Protective Covenants, the Articles of Incorporation, Bylaws of the Association, and rules and regulations adopted by the Board of Directors. Any failure by the lessee to comply with the terms of such aforementioned documents shall be at default under the lease, and the Owner shall be at default under these Amended and Restated Protective Covenants. All leases shall be in writing and shall be for no shorter period of time than twelve (12) months.

7.22 Application of Restriction

None of the foregoing restrictions shall be applicable to the activities of the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement, and improvement of the Common Areas.

ARTICLE VIII – PARTY FENCES (ORIGINAL CONSTRUCTION ONLY)**8.1 General Rules of Law to Apply**

Each fence which was built as a part of the original construction of homes upon any Lot and placed on the dividing line between Lots shall constitute a party fence, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party fences and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

8.2 Sharing of Repair and Maintenance

The costs of reasonable repair and maintenance of a party fence shall be shared by the Owners who make use of the fence in proportion to such use. Any disputes over the reasonable cost of such repair and maintenance shall be resolved in accordance with Section 8.6 of this Article.

8.3 Destruction by Fire or Other Casualty

If a party fence is destroyed or damaged by fire or other casualty, any Owner who has used the party fence may restore it, and if other Owners make use of the 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.

8.4 Weatherproofing

Notwithstanding any other provision of this Article, an Owner who by his/her/their negligent or willful act causes material of the party fence not to be protected, e.g., staining, from the elements shall bear the whole cost of furnishing the necessary protection against such elements.

8.5 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 Lot and shall pass to such Owner's successors in title.

8.6 Arbitration

Upon any dispute arising concerning a 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 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 or her decision shall be binding.

ARTICLE IX – TRANSFERS TO ASSOCIATION, EASEMENTS**9.1 General Easement**

The Association reserves the right and easement to the use of all Lots and areas owned by Members or the Association, as may be needed for repair, landscaping, mowing, or maintenance.

9.2 Crossover Easement

If the Owner of any Lot must, in order to make responsible repairs or improvements to a building on his/her/their Lot, enter or cross any area owned by the Association, or a Lot 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 inconvenience of the Owner thereof. The Owner exercising such right shall restore the surface so entered or crossed to its original condition at his/ her/their expense. No such easement shall exist on the land of any other Lot Owner if the purpose for the entrance or crossing is one requiring, by virtue of Article VII of these Amended and Restated Protective Covenants, approval of either the Board of Directors or ACC, unless such approval has been given.

9.3 Blanket Easement

An easement is hereby retained in favor of the Association over Lots and any area owned or to be owned by the 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 or for any repair or maintenance on any part of the Lot for which the Association is responsible. Any entry upon any Lot or area owned by the 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 Association harmless from the cost of repairing or replacing any portion damaged or destroyed by such Owner, family members, guests, permittees, lessees or invitees.

9.4 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 local, state and federal authorities, 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 Property.

9.5 Utility Easements

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

(a) Right to Enter for Maintenance – Whenever water, sanitary sewer, roof drains connected directly to a 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 Association shall have the right, and are hereby granted an easement to the extent necessary therefore, 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) **Limitations and Restoration** – The right granted in Section 9.5(a) shall be limited to the extent necessary to enable the Owner or 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 its condition prior to such use.

(c) **Resolution of Disputes** – In the event of a dispute between Owners with the respect to any repair, replacement or maintenance, or with respect to the sharing of the cost thereof, upon written request of one Owner to the Association, the matter shall be submitted to the Board of Directors, who shall decide the dispute, and the decision shall be final and conclusive on all parties involved.

9.6 Drainage Easement

Each Owner covenants to provide such easements for drainage and water flow as the contours of the Property and arrangement of Dwellings thereon requires, and easements for the purpose of correcting any drainage deficiency.

9.7 Encroachment Agreement

Each Lot is hereby declared to have an easement, not exceeding one (1) foot in width, over all adjoining Lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the Dwelling, roof overhangs, gutters, architectural or other appendages, draining of rain water from roofs or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a Dwelling on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over the adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. Any Owner exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

9.8 Hedges

Each Lot is hereby declared to have an easement three (3) feet from the property line for encroachments on adjoining Lots or Common Areas, as the case may be, due to hedges belonging to such Lot; to the extent such hedge has been approved by the ACC and encroaches on adjoining Lots or Common Areas.

9.9 Priority of Easements

Each of the easements herein referred to shall be deemed to have been established upon the recordation of these Amended and Restated Protective Covenants and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Lots and Common

Areas, as the case may be, superior to all other encumbrances which may hereafter be applied against or in favor of the Lots or any portion thereof.

ARTICLE X – INDEMNIFICATION OF OFFICERS, DIRECTORS, AND EMPLOYEES OF THE ASSOCIATION

10.1 Liability and Indemnification of Officers, Directors and Employees

To the extent permitted by law, the Articles of Incorporation of the Association shall limit the liability of its officers and directors and shall provide for the indemnification of officers, directors and employees of the 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 Association, against any and all expenses, including counsel fees, reasonably incurred by or imposed.

ARTICLE XI – GENERAL PROVISIONS

11.1 Enforcement

The Association, or 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 these Amended and Restated Protective Covenants. Failure by the 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.

11.2 Amendment

The Association specifically reserves the right to unilaterally record amendments to these Amended and Restated Protective Covenants in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia to effect technical deletions, additions, and revisions to the Amended and Restated Protective Covenants which correct, clarify, or further the intent of these Amended and Restated Protective Covenants but which do not alter the voting power of existing Owners or raise the amounts of assessments of such existing Owners or to effect the annexation of additional property as provided in these Amended and Restated Protective Covenants provided that any such annexation shall have received HUD/VA prior approval. The covenants and restrictions of these Amended and Restated Protective Covenants shall run with and bind the Property, for a term of thirty (30) years from the date these Amended and Restated Protective Covenants are recorded, after which time they shall be automatically extended for successive periods of ten (10) years. These Amended and Restated Protective Covenants may be amended during the first twenty (20) year period by an instrument signed by not less than two-thirds (2/3) 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 the County of Chesterfield, Virginia. Notwithstanding the provisions of this Section 11.3, the Association, or any successors or assigns of the Association or its rights under these Amended and Restated Protective Covenants, reserves and shall have the right to amend these Amended and Restated Protective Covenants to conform to the requirements of the County of Chesterfield, Virginia, the Commonwealth of Virginia and/or any governmental unit or agency having jurisdiction or which makes mortgage loans on any part of the Property, provided only

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January 14, 2009

that no such amendment shall operate to deprive any Owner of title or to deprive an Owner of any other rights in his/her/their part of the Property, nor to increase his/her/their annual costs, except in accord with the terms herein.

11.3 Transfers to Association

The developer has transferred all ownership benefits to which it was entitled or subject by reason of these Amended and Restated Protective Covenants to the Association.

11.4 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 these Amended and Restated Protective Covenants.

11.5 Severability

Invalidation of any one of these Amended and Restated Protective Covenants or restrictions by judgment of court order shall not affect any other provisions which shall remain in full force and effect.

11.6 Interpretation

Notwithstanding anything contained herein to the contrary, all provisions of these Amended and Restated Protective Covenants shall be subject to and conform to applicable provisions of the zoning approval for Bel Arbor. These Amended and Restated Protective Covenants shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. These Amended and Restated Protective Covenants shall be deemed applicable to any additional property, if any such property should become a part of Bel Arbor by the annexation of such property. However, all provisions of this document which may not initially be inapplicable but which become applicable at a later date upon the occurrence of a future event shall be deemed to have been applicable beginning on the date that these Amended and Restated Protective Covenants are recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia with the same priority as all provisions of the Amended and Restated Protective Covenants which are initially applicable.

11.7 Notice

Notices required herein shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Member at his/her/their address shown on the records of the Association. This notice requirement shall not include any general and routine mailings of notices to the entire membership for the purposes of notifying Members of annual association meetings, annual operating budget, assessment notices, Board or committee meetings, newsletters, etc. These examples are provided for illustration purposes and may not be all inclusive.

I, Jimmy W. Miller, President, Bel Arbor Community Association, Inc., do hereby certify as evidenced by my signature below, that these Amended and Restated Protective Covenants have been approved by no less than two-thirds of the members of the Board of Directors, as of the date of this Document, as authorized by Section 55-515.1, Paragraph F of the Virginia Property

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January 14, 2009

Owners Association Act, the written evidence of said approval to be maintained in the books and records of the Association.

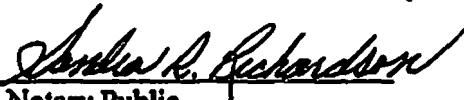
BEL ARBOR COMMUNITY ASSOCIATION, INC.


Jimmy W. Miller, President

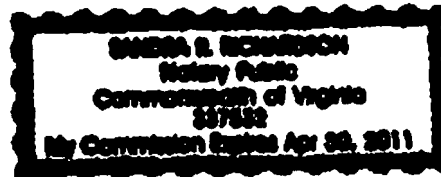
STATE OF VIRGINIA

COUNTY OF CHESTERFIELD, to wit:

The foregoing Amended and Restated Protective Covenants of Bel Arbor Community Association, Inc., was acknowledged before me this 20th day of January 2009 by Jimmy W. Miller, President, Bel Arbor Community Association, Inc.


Notary Public

My commission expires: April 30, 2011



INSTRUMENT #1968
RECORDED IN THE CLERK'S OFFICE OF
CHESTERFIELD ON
JANUARY 21, 2009 AT 11:01AM
JUDY L. WORTHINGTON, CLERK
RECORDED BY: JWS