

DECLARATION OF RESTRICTIONS

The undersigned being all of the owners of the tract of land surrounding the lower lake on Liberty Hill, Huguenot District, Powhatan County, Virginia, a portion of which is shown on the plat of Woodrow K. Cofer, dated January 9, 1979, which plat is attached hereto and to be recorded herewith in the Clerk's Office, Circuit Court, Powhatan County, Virginia, hereby impose upon and make applicable to that portion of the tract of land surrounding the lower lake on Liberty Hill and within a distance of 500 feet of the lower lake shore the following restrictions:

1. No tract shall be used except for residential purposes, except that this provision shall not be interpreted to exclude the keeping of horses, cattle, sheep or game birds on any tract. No buildings other than one single family residence with suitable outbuildings (including a guest cottage) and private recreational and agricultural improvements shall be erected on any tract, whether existing or created by division of an existing tract; this provision shall not be interpreted to exclude stables or barns for the keeping of horses, cattle or sheep and pens for the keeping of game birds.

2. Each tract, whether existing or created by division of an existing tract, shall be comprised of not less than twenty (20) acres. The area of any portion of a tract that is under the water of the lake shall be taken into account in computing the acreage of such tract.

3. No building shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing the location of the structure have been filed with and approved by an Architectural Committee consisting of the following members: J. Lloyd Cumbey, J. J. Jewett and J. K. Timmons, Jr.,

their successors or assigns, as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No trees in excess of 8 inches in diameter and located within 100 feet of the lake shall be cut without prior approval of the Architectural Committee. No boat docks, piers, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of the Architectural Committee as to quality of workmanship and materials, location and compliance with paragraph 8 hereof. The decision of the Architectural Committee shall be binding. A tract owner who disagrees with any decision of the Architectural Committee may appeal to a committee comprised of three members of the American Institute of Architecture, one chosen by the tract owner, one chosen by the Architectural Committee, and one chosen by the other two architects. The decision of this committee of architects shall be binding on all parties. Any expenses of said committee of architects shall be paid by the tract owner.

4. In the event of death or resignation of a member of the Architectural Committee, the remaining members shall have full authority to designate a successor. The members of the Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Architectural Committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction or alteration has been commenced prior to the completion of said construction or alteration, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5. Each owner of a tract that fronts on the lake covenants and agrees to pay an equal portion of the costs of maintaining and repairing the lake and dam. For example, if there are five (5) tracts fronting on the lake, the owner of each tract shall be responsible for one-fifth (1/5) of the costs of maintaining and repairing the lake and dam. Multiple owners of a single tract shall be considered as one owner.

6. Only the owners of tracts that front on the lake shall have the right to use the lake, and each owner of a tract that fronts on the lake shall have the right to the use of the entire lake.

7. No sanitary sewage, kitchen waste, or the effluent therefrom shall be discharged within, or drainfield located within, 100 feet of the lake either on the surface or underground, nor shall anything be done or permitted on any tract or any part thereof which will constitute a nuisance or contaminate the waters of the lake.

8. No gasoline engines, trotlines, nets, seines or fishtraps shall be used in the lake. All persons using the lake shall obey all State and Federal laws and regulations for the protection of fish and wildlife. No boat or canoe in excess of 17 feet in length shall be used on the lake and no pier in excess of 15 feet in length or 5 feet in width shall be erected or used in or upon the waters of the lake. No floating platform or other structure shall be anchored, moored, or used in or upon the waters of the lake, nor shall any boat, canoe, platform or structure be anchored overnight in the waters of the lake.

9. No hogs, or unlicensed or junked vehicles shall be allowed on any tract nor shall any business or commercial venture or noxious or offensive trade or activity be carried on on the lake or any tract nor shall anything be done thereon which shall

be or become an annoyance or nuisance to a good residential neighborhood.

10. No trailer or modular home shall be located on any tract nor shall any trailer, tent, shack, garage, barn or other outbuilding (except a guest cottage) erected on any tract be at any time used as a residence, temporary or permanent. Any guest cottage constructed on any tract shall not be used as a permanent residence.

11. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be permitted to remain on any tract except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Waste resulting from clearing or building on any parcel shall be disposed of within thirty (30) days of the completion of the clearing or building.

12. No person shall hunt on any tract or fish in the lake without being accompanied by the owner of such tract or have written permission of an owner.

13. The Architectural Committee referred to in paragraph 3. hereof, their successors or assigns, reserve in their sole discretion the right to waive in writing the violation of any of the foregoing restrictive covenants as it or they may apply to any particular tract.

14. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them, unless an instrument signed by eighty percent (80%) of the owners of the tracts, whether now existing or created by a division of the existing tracts, has been recorded agreeing to change said covenants in whole or in part, except that all owners of the tracts, whether now existing or created by a division of the existing

tracts, must agree in writing to change in whole or in part the covenants set out in paragraphs 5, 6, 7, 8, 9, 10, 11 and 14 hereof.

In consideration of the sum of One Dollar (\$1.00) and the consent of Midlothian Company, a Virginia general partnership, Noteholder, as evidenced by their joining in this Declaration of Restrictions and David M. Shaw, Sole Acting Trustee, under a certain deed of trust, dated January 15, 1979 and to be recorded immediately preceding this Declaration of Restrictions, respectfully, in the Clerk's Office of said County, do hereby agree to subordinate the lien of the aforesaid deed of trust to the above described Declaration of Restrictions, the purpose of their executing this instrument being to retain the full security interest in the property described in the aforesaid deed of trust, while making said deed of trust subject to this Declaration of Restrictions.

WITNESS the following signatures and seals as of the 25th day of January, 1979.

J. J. Jewett (SEAL)
J. J. JEWETT

Michael T. Barr (SEAL)
MICHAEL T. BARR

J. Dennis Ownby (SEAL)
DENNIS OWNBY

MIDLOTHIAN COMPANY

By Francis M. Cutch (SEAL)
A General Partner

David M. Shaw (SEAL)
DAVID M. SHAW, Sole Acting
Trustee

J. K. Timmons, Jr. (SEAL)
J. K. TIMMONS, JR. Trustee
Thomas R. Lewis (SEAL)
THOMAS R. LEWIS Trustee

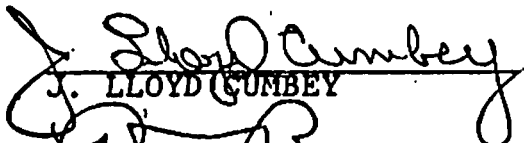
Page 168 Page 408
AMENDED
DECLARATION OF RESTRICTIONS

The undersigned being all of the owners of the tracts of land surrounding the lower lake on Liberty Hill, Huguenot District, Powhatan, Virginia, a portion of which is shown on the plat of Woodrow K. Cofer, dated January 9, 1979, which plat is attached to the Declaration of Restrictions recorded in the Clerk's Office, Circuit Court, Powhatan County, Virginia, in Deed Book 143, page 419, hereby amend and restate restriction Number 2 as follows:

2. Each tract, whether existing or created by division of an existing tract, shall be comprised of not less than ten (10) acres. The area of any portion of a tract that is under the water of the lake shall be taken into account in computing the acreage of such tract. In addition, each tract on the lake shall have as one of its boundary lines a line which is at least two hundred fifty (250) feet in length as measured along the survey line shown on the plat of Woodrow K. Cofer, dated January 9, 1979, referred to above, which survey line is the approximate center line of the lake.

WITNESS the following signatures and seals as of the

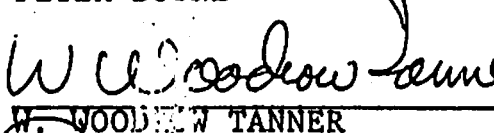
20th day of January, 1984.

 (SEAL)
J. LLOYD CUMBEY

 (SEAL)
SUSAN W. CUMBEY

 (SEAL)
PETER BOONE

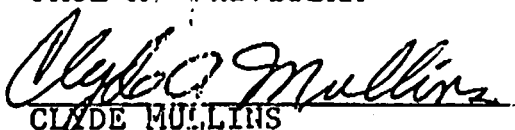
 (SEAL)
MARY LOUISE BOONE

 (SEAL)
W. WOODROW TANNER

 (SEAL)
CAROL TANNER

 (SEAL)
PAUL A. PRIVITERA

 (SEAL)
JUDY O. PRIVITERA

 (SEAL)
CLYDE MULLINS

AMENDED
DECLARATION OF RESTRICTIONS

Pursuant to Paragraph 14 of the Declaration of Restrictions on the lower lake on Liberty Hill which are recorded in the Clerk's Office, Circuit Court, Powhatan County, Virginia, in Deed Book 143, page 419, and which are amended in Deed Book 168, page 637, in the aforesaid Clerk's Office, the undersigned, being owners of eighty percent (80%) or more of the tracts affected by said restrictions hereby amend and restate restriction Number 12 as follows:

12. No person shall hunt on any tract or fish in the lake unless he is accompanied by (physical presence required), and with permission of, the owner of the appropriate tract of land. No more than two persons who are not owners shall be allowed to hunt or fish at any one time by owners of any one tract. No person, owner or guest, shall be allowed to hunt within 300 feet of the lake. For purposes of this particular restriction owner shall include parents, spouse, brothers, sisters and children of the owner of record.

WITNESS the following signatures and seals this _____

day of _____, 1985.

 (SEAL)
PETER BOONE

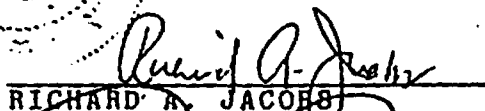
 (SEAL)
MARY LOUISE BOONE

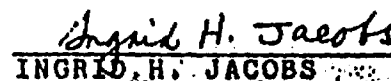
 (SEAL)
W. WOODROW TANNER

 (SEAL)
CAROLYN M. TANNER

 (SEAL)
PAUL A. PRIVITERA

 (SEAL)
JUDY O. PRIVITERA

 (SEAL)
RICHARD A. JACOBS

 (SEAL)
INGRID H. JACOBS

 (SEAL)
BRIAN D. BELLOWAY

 (SEAL)
NANCY R. LUCK



PG029 tax map number

BOOK 448 PAGE 176

PG029 033 BLK

Amended
Declaration of Restrictions

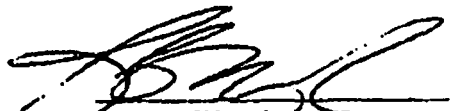
Pursuant to Paragraph 4 of the Declaration of Restrictions on the lower lake on Liberty Hill which are recorded in the Clerk's Office, Circuit Court, Powhatan County, Virginia, in Deed Book 143, page 419, and amended in Deed Book 443, pages 606-609 in Powhatan County, the Architectural Committee establishes the following restrictions:

1. No building, structure, outbuilding, antenna, fence, wall, improvement, or addition or alteration of any nature whatsoever (including, without limitation, painting) to the exterior appearance of any structure (except to interior alteration to existing structures not affecting the external structure or appearance of any improvement on any portion of the Property) shall be constructed on the Property unless and until the Architectural Control Committee (herein referred to as "the Committee") approved in writing the plans for such construction. The plans submitted to the Committee for approval shall include (I) the construction plans and specifications, including all proposed landscaping and grading, exterior colors, and colors of roof shingles, and (II) a plat showing the location of all proposed improvements. No construction shall begin and no portion of the Property shall be graded except in accordance with such approved plans or modifications of such plans that the Committee has been approved pursuant to a separate application.
2. No plans for a primary dwelling shall be submitted for such approval unless the living area of such dwelling exceeds 1500 square feet exclusive of garages, basements, porches, decks, and attached storage sheds. Notwithstanding the foregoing square footage requirements, if the Committee considers an intended structure to be incompatible with other structures, the Committee shall have full power and authority to reject the building plans for said structure although said plans may meet the foregoing square footage requirements.
3. The Committee's approval shall be based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, location of improvements with respect to topography and finished grade elevation, the effect of the construction on the outlook from surrounding portions of the Property, and all other factors which in the Committee's sole opinion will affect the desirability or suitability of the proposed improvement.
4. Within sixty days after it receives an application for a proposed improvement, the Committee shall give the applicant written notice of its approval or disapproval of the application.



- 5 Approval by the Committee shall not constitute a basis for liability of the Owners or any members of the Committee for any reasons, including, without limitation: (I) failure of the structure or plans to conform to any applicable building codes, or (II) inadequacy or deficiency in the plans resulting in defects in the improvements

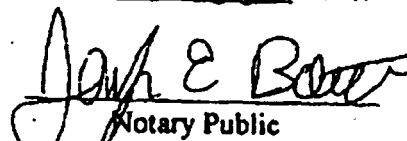

Ronald G. Smith


R. Gary Wheeler


Ronald W. Toney

The foregoing instrument was acknowledged before me in the County ~~Richmond~~ State aforesaid, this 30th day of October, by Ronald G. Smith, R. Gary Wheeler, Ronald W. Toney.

Sworn to and subscribed before me, this 30 day of October 2001.


Notary Public
Jennifer Bolt

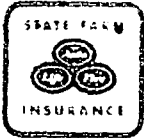
My Commission Expires:

Aug. 1, 2004

3208 Ellwood Ave.
Richmond, VA 23221

VIRGINIA: In the Clerk's office of the Circuit Court of the County of Powhatan the 30th day of October 2001 this document _____ was presented, and with certificate of acknowledgement _____ thereto annexed, admitted to record at 16.05 o'clock P.M. and PAYMENT of \$ _____ tax imposed by Sec. 58.1-602 received. State Tax \$ _____ County Tax \$ _____

Tessie: , Clerk



On April 20, 2002, the tract owners of Liberty Hill lower lake voted to replace the current architectural committee comprised of Ron Smith, Ron Toney and Gary Wheeler with elected committee members by 80% vote. The new architectural committee shall be comprised of Hermes Kontos, 2575 Liberty Hill Road, Powhatan, Va. 23139, Steve Mulherin, 2677 Liberty Hill Road, Powhatan, Va. 23139 and Brian Bellovay, 2778 Red Lane Road, Powhatan, Va. 23139. These owners will continue as the permanent committee unless they sell their property, expire or decide no longer to serve on the committee. They may be removed only by a vote of 80% of the tract owners or by 80% votes to replace them should one of the preceding situations arise.

Hermes Kontos.....
Elliot Danburg.....
M. G. Pickett.....
J. Qualls.....
L. Kessler.....
S. Mulherin.....
R Toney.....
Charles Schwartz.....
G Wheeler.....
B. Bellovay.....
Wildwood Land Corporation.....
R. Smith.....
M. Meara.....

This document was prepared by Ron Toney on April 20, 2002

MAP 29-58
29-3
1-5, 29-5; A-G

[Signature]
of Gary Wheeler